

Flitwick Christmas Market Terms and conditions

1 Trader Registration

- 1.1 – Traders must be registered, and documents supplied prior to setting up their pitch on site. This must be completed with the booking form signed and the documents supplied.
- 1.2 – The pitch space will be given by the Flitwick Town Council Officer in line with the booking form and the space must be used only for the purpose identified in the said form.
- 1.3 The responsibility remains with the stall holder that the legal obligations of employment law are met and that proof of the eligibility to work is available to be supplied to any appropriate authority of the trader or employees of the trader if valid.
- 1.4 The Pitch is not guaranteed until payment is made; we advise this to be done as early as possible to ensure availability.
- 1.5 Until payment of the pitch there is no contractual agreement between the Flitwick Town Council and the trader this relates to all aspects of the Market and allocated space.

2. Stall pitch and space

- 2.1 – The Trader holds the responsibility to make safe any equipment that is brought to the market and make secure.
- 2.2 – All gazebos must be in good working order and secured through the use of weights for health and safety purposes.
- 2.3 – The trader has the responsibility to follow government guidance in relation to risks such as Covid. Extra space may be available to assist in social distancing and safe practice protocols.
- 2.4 – Only the allocated stall space may be used for the purpose of selling goods.
- 2.5 – All goods must be identified in the booking form and any changes to said goods must be placed in writing before the sale of goods takes place.
- 2.6 – All Traders must take the responsibility of their stall and queue. This includes but is not limited to ensuring 2 meter distance, hand sanitising and contact free transactions wherever possible.
- 2.7 – Traders that wish to sell food items must supply Food Hygiene certificates before the stall opens for trade. They also must have a copy of the allergens of the food items and disclaimers. Food ratings must be displayed on the stall throughout the event.
- 2.8 – The sale of alcohol is not permitted without special permission from the Flitwick Town Council in any capacity.

3 Reserved rights of the Flitwick Town Council

- 3.1 – The Community Services Officer or representative holds the full authority of the organisers and as such reserves the right to ask the stall holder to remove items from sale that are not listed in the documentation.
- 3.2 – The Community Services Officer or representative holds the right to refuse admission if the paperwork requested is not supplied before the Market is in session.

3.3 – The Community Services Officer or representative decision is final. Any appeals to decisions must be made in writing to the Flitwick Town Council within 28 days of the said decision.

3.4. – No responsibility is accepted for any valuables.

3.5. The Community Services Officer or representative will endeavour to reduce incidences of duplicate products being sold however we do not offer exclusivity rights.

4. Conduct

4.1 - Traders take the responsibility of their staff and themselves to ensure that good conduct is maintained throughout the market.

4.2 – Traders at all times must conduct themselves and business in a professional manner.

4.3 – Traders must comply with all statutory and legal requirements, both civil and criminal

4.4– All traders are responsible for the disposal of their own rubbish and keeping the area around their pitch in a clean and tidy condition.

4.5 - All stall holders their staff or representatives are subject to the rules and regulations of the Flitwick Town Council Community Services Officer or representative.

4.6 – Under no circumstances will any trader be allowed to sell or display any weapons of any kind i.e. Guns, knives pellet guns etc.

4.7 – No Trader is permitted to sell or display any items that are considered to be offensive on the grounds of sexism or racism.

4.8. – The Trader will ensure that they follow the equal opportunity legislation and will ensure that no person is disadvantaged due to their physical or mental characteristics or are treated in a discriminatory way.

5. Damage

5.1 – The cost of repairing or making good any and all damage caused by the trader or their representatives is the responsibility of the Trader.

6. Traders Vehicles

6.1 – Trader vehicles must be road legal.

6.2 – Traders must not move the vehicles during the event until the end of the prescribed time.

6.3 – Access to the event must always be maintained for the emergency services.

7 – Public Liability Indemnity

7.1 – All traders are required to hold public liability insurance with a reputable company for a minimum of £1 million in cover. Evidence of this must be supplied at time of booking.

7.2 – All traders will hold an insurance policy to include the cover of goods, fixtures and fittings along with the cover of staff member if relevant.

7.3 – Flitwick Town Council withhold the right to recover costs from the trader in respect of claims brought for which you may be responsible.

7.4 – By signing the agreement the Traders understand that as per these terms and conditions the Committee can ask for retribution as to actions, costs, losses (including legal fees) , claims and demands in relation to accident, death, or injury to any person or property arising indirectly or directly.

8. Cancellation of the stall by the trader

8.1 – Payment of the stall is required in advance to secure the booking and is not refundable unless the pitch can be resold by FTC or in the event of a cancellation of the market due to unforeseen circumstances or Government Guidance.

8.2 – Any trader that books a pitch and pays but does not attend will be given a 3-strike action whereby future bookings may be reviewed and cancelled. This will be at the discretion of the Flitwick Town Council and their designated representative.

9. Cancellation Policy for Flitwick Town Council

If we are forced to cancel the market for reasons beyond our control, we will aim to

9.1 – Notify all trader with as much notice as possible.

9.2 - Traders will not be charged when the Market is cancelled, and the funds will be either reimbursed or moved forward to another date at the request of the vendor.

9.3 – Traders will not be entitled to compensation as to any loss of income

9.4 – Cancellations in relation to the weather will be in line with the MET office warnings.

9.5 – Cancellation for reasons such as government guidance will be advised at the earliest possible time.

9.6 - The decision to close the market will fall to Flitwick Town Council or their representative and will only be actioned when Health and safety concerns are raised, and their decision is final.

10. Marketing

10.1 Marketing of the market will be supported by Flitwick Town Council in the local area and through Social media channels as well as Flitwick Paper. Traders are welcome to support the market by using Social media pages. However, it is required that the information about the market be accurate at time of press.

10.2 – Traders can have items to support their stalls such as signage and leaflets. These should be of a good condition and secured to the stall.

11 Food Trucks and Vans

11.1 – Food traders must follow the Food Hygiene guidelines and are subject to the public health, Health and safety and food safety under the current food safety act 1990. They also must embrace the requirements specified by the regulations of 1995

11.2 – The food Hygiene guidelines specify that all units that involve cooking must be covered with 3 sides.

11.3 – A strict cleaning schedule must always be adhered to.

11.4 – No containers supplied for consumption must be made of glass or brittle material.

11.5 – Traders must show their food rating with a copy of their latest inspection report.

11.6 – Food handlers that are serving on the stall must provide a copy of food hygiene training.

12. Trading Hours and Setup/ Breakdown

12.1 – Trading times for the market are set at Sunday 9am – 3pm

12.2 – Set up times are set as 7.30am – 8.30 am

12.3 – Breakdown for the event may not take place until 3pm or at the discretion of the Flitwick Town Council Representative

12.4 – Parking will be available at the Rufus Centre