

# Flitwick Christmas Lights Switch on – Traders Terms and Conditions

## 1 Trader Registration

- 1.1 – Traders must be registered, and documents supplied at time of booking. These will be allocated on a first come, first serve basis. Flitwick Town Council will only reserve a space for 7 days from enquiry without payment and requested documentation being submitted. After 7 days spaces may be released to other traders.
- 1.2 – The pitch space will be allocated by the Flitwick Town Council Community Services Team. 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; and documents received.
- 1.5 Until payment of the pitch there is no contractual agreement between 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 event and make secure.
- 2.2 – The trader has the responsibility to follow government guidance in relation to risks such as Covid.
- 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.
- 2.7 – Traders that wish to sell food items must supply Food Hygiene certificates. They also must have a copy of the allergens of the food items or disclaimers.
- 2.8 – The sale of alcohol is not permitted without permission being given and a TEN application.

## 3 Reserved rights of Flitwick Town Council

- 3.1 – The Flitwick Town Council Community Services Team holds the full authority 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 Flitwick Town Council Community Services Team holds the right to refuse admission.
- 3.3 – The Flitwick Town Council Community Services Team decision is final. Any appeals to decisions must be made in writing to the Flitwick Town Council Town Clerk within 28 days of the said decision.
- 3.4. – No responsibility is accepted for any valuables.
- 3.5. The Flitwick Town Council Community Services Team 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 event.

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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 this document.

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

4.7 – No Trader is permitted to sell or display any items that are 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.

4.9 – All stalls except for food traders must be 3x3m

## **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 Trade, this is not relevant when the item has been affected by wear and tare

## **6. Traders Vehicles**

6.1 – Trader vehicles must be road legal.

6.2 – Traders will be able to unload and load from the car park and off-site parking will be available on the day. However, there will be no parking available at the Village Hall car park / Hub car park on the day of the event.

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 £5 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 – The Flitwick Town Council Community Services Team withhold the right to recover costs from the trader in respect of claims brought against the Village Hall committee for which you may be responsible.

7.4 – By submitting the booking form the Traders understand that as per these terms and conditions The Flitwick Town Council Community Services Team 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 – Up to 2 weeks before the event the charge will be refunded if we are able to resell your pitch to another trader.

8.2 – Under 14 days if the fee is not paid in full and documents supplied the provisional booking will be cancelled. The discretion falls to the Flitwick Town Council Community Team representative as to if future bookings will be held.

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## 9. Cancellation Policy for Christmas Lights Switch on event

*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 event 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 event will fall to the Flitwick Town Council Community Team 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 the local Council. 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.

10.3 – social media will be used to promote the event in advance so please include any logo, or social media tags on your form. Or email [Zoeputwain@flitwick.gov.uk](mailto:Zoeputwain@flitwick.gov.uk)

## 11 Food Stalls

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

## 12. Trading Hours and Setup/ Breakdown

12.1 – Set up times are set as 10am – 11.30 am with all vehicles having to be removed by 11.30am the event closes at 6.30pm and stall holders will be able to bring vehicles from 6.30pm.

12.2 – Breakdown for the event may not take place until 6.30pm this is also when access by vehicle will be permitted.

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## 13. GDPR

31.1 Flitwick Town Council take its obligations under GDPR seriously. We will hold your details as entered on a secure database, and this will be used for the purpose of organising this and future events organised by Flitwick Town Council. By accepting these terms and conditions you are giving permission for the retention of this data. If you wish to be removed from the event trader database at any time, please email [zoeputwain@flitwick.gov.uk](mailto:zoeputwain@flitwick.gov.uk) who will action your request.