

# **Stallholder Terms and Conditions**

Please make sure you have read and understood the following terms and conditions before completing your application form. These terms and conditions are for everyone's benefit and welfare and to ensure that the event is enjoyable, safe and successful.

#### **DEFINITIONS**

- a) The Organiser is Rossall School and the event is known as the Rossall School Christmas Fair.
- b) Trade space indicates the area where a Stallholder is trading from.
- c) Stallholder means traders, caterers, craft people, charities, non-commercial groups and companies wishing to exhibit with a Trade Space at Rossall School Christmas Fair.

# **TERMS**

### 1. Applications

- 1.1 All applications for Trade Space should be submitted on the online booking form. No Trade Space can be guaranteed until The Organiser has returned a confirmation letter or email and all payment for Trade Space have been paid in full.
- 1.2 Electricity is available only to Stallholders who have booked this facility in advance.
- 1.3 It is the Stallholder's responsibility to provide their own fire safety equipment.
- 1.4 All Stallholders must comply with local fire, health and safety regulations and with the directions of the School's health and safety manager.
- 1.5 No company or person will be allowed to trade on site without the prior consent of the Event Co-ordinator.
- 1.6 No subcontracting or pick stalls will be allowed without the written consent of the Event Co-ordinator.
- 1.7 No third-party sponsorship may be displayed on any pitch without the prior written approval of the Event Co-ordinator

1.8 Vehicle movement times and instructions must be strictly adhered to as specified by the Event Co-ordinator

### 2. Hours of Exhibition

2.1 The Organiser reserves the right to alter the hours of operation at the event without advance notice to Stallholders, visitors and other persons. No portion of an exhibit must be dismantled by a Stallholder before the close of the event.

# 3. Postponement or Abandonment

- 3.1 Should an event be abandoned on the day due to strikes, lockouts, poor weather, acts of God, third party or other circumstances outside the control of the Event Organiser, no refund will be available.
- 3.2 Where the event is cancelled or postponed by the Organiser 2 weeks prior to the event date, a full refund of site rental will be made available to Stallholders.

### 4. Default by Stallholders

- 4.1 Stallholders shall be in default under the general conditions of this application form for exhibition Trade Space should they:
  - Fail to make payment by the due date;
  - Fail to physically occupy their allotted exhibition Trade Space;
  - Use the Trade Space in a manner that contravenes the application;
  - Violate any applicable law or regulation or any rule or code of conduct; or
  - Be in breach of any item or provision of this application.

### 5. Exclusive Rights

5.1 The granting of exhibition Trade Space does not guarantee the Stallholder sole right of selling or promoting their particular commodity or service unless the Organiser approves such agreement in writing.

### 6. Liability

6.1 Neither the Organiser nor their representatives shall be liable or responsible for any injury to the Stallholder or their employees, agents, guests or visitors while within the confines of the Trade Space allocated to them.

### 7. Security

7.1 Stallholders shall be solely responsible for providing security for their own exhibition Trade Space.

Neither the Organiser nor their agents shall be liable for any damage to property of

Stallholders or the property of Stallholders agents, employees, guests or visitors and the Stallholders agree to indemnify and hold harmless The Organiser and their agents against such loss.

# 8. Stall Management

- 8.1 The Stallholder shall provide an adequate number of staff for the operation of the trade site and ensure that such staff are over the age of 16, adequately trained, clean, civil, sober and well presented at all times. The Organiser may require the Stallholder to remove any member of staff that in the opinion of the Organiser does not meet these standards. The use of offensive or abusive or threatening language by the Stallholder or its staff will breach this clause. All members of staff agree to abide by the same safeguarding, child protection and health and safety rules included in the Agreement
- 8.2 Team members of the company or organisation that is exhibiting or trading at the event will be required to wear a 'Stall Holder ID badge'. These will be supplied to you on your arrival to the site in the morning. Anyone found not wearing a wristband will be asked to purchase one, alternatively asked to leave the event. Please check that you are being supplied with enough wristbands to cover all your team. Additional bands can be purchased in advance by speaking to one of our event team.

# 9. Stall Structures

- 9.1 When using temporary structures such as gazebos, awnings or tents the Stallholder must make sure it complies with Health and Safety standards. This is due to health and safety implications such as high winds, trip hazards with cables etc. The Event Co-ordinator on the day will have the final say.
- 10. Unloading
- 10.1 Only one stock vehicle is permitted within the trade site area while unloading and loading.
- 11. Stand Cleaning
- 11.1 Rubbish should be taken away by the Stall holders at the end of the event.

### 12. Insurance

12.1 Public Liability Insurance: Part of the booking with ourselves requires each Stallholder to have public liability insurance to the value of at least £5,000,000 which covers for events i.e. away from your own premises. Please provide Rossall School with a copy 7 days before the event.

12.2 All catering pitches must hold a valid copy of their food hygiene and/or preparation certificates ready for inspection by the event management team. Please provide Rossall School with a copy 7 days before the event.

### 13. Lotteries and Games of Chance

13.1 No Lotteries or Games of Chance with cash prizes shall be organised on any stand within the Trade Space or on any other part of the site, with the exception of fairground and amusement attractions.

### 14. Branding

14.1 The Stallholder shall not reproduce The Rossall School logo or any branding associated with the School or the premises on any publicity material or otherwise without the prior written consent of Rossall School.

# 15. Admission Charges by Stallholders

- 15.1 No Stallholders shall charge an admission fee to their exhibit except with prior written approval of The Organiser.
- 15.2 Due to licensing restrictions, Amplified Sound System or Radio Road shows will not be operated from any stand without the written consent of The Organiser.

# 16. Damage to the Ground Surface

16.1 Any Stallholder or contractor wishing to break the ground surface for the purpose of erecting an exhibit/ marquee must first contact The Organiser to seek prior consent. Any Stallholders or contractor causing damage to any part of an event site or any other area will be liable to the cost of reinstatement.

### 17. Distribution of Literature, Display Notices & Banners

17.1 Stallholders are not permitted to roam around the event site handing out literature. The distribution of all literature shall be confined to the Stallholders stand area only. Displays, banners, leafleting, signage or any other style of displays are not permitted in the parking areas or on an event site or surrounding areas without the written approval of The Organiser.

# 18. Car Parking

18.1 On request, each Stallholder will be issued with 1 space for car parking. Additional car parking passes may be acquired at the discretion of The Organiser. Stallholders must park in the designated "Stallholders Car Park" or be parked on their own exhibition Trade Space only if the vehicle is an integral part of the exhibit.

18.2 Any vehicle irregularly parked in the event site or obstructing any exit must be moved immediately.

### 19. Assignment

19.1 This application is personal to the Stallholder and shall not be assigned, transferred or apportioned. No more than one business entity may exhibit or operate in a single exhibition Trade Space without the written permission of The Organiser of the event. Further, Stallholders shall display their products and conduct business only within their own exhibition Trade Space.

### 20. Prohibited Items

- 20.1 We cannot allow under any circumstances Stallholders to sell:
  - Explicit / Adult Materials
  - Knives or anything that could be construed as a weapon or replica weapon.
  - Any illegal or controlled substances.
  - Food, snacks, soft drinks, ice cream, alcohol, cigarettes or tobacco products of any description without written agreement from Rossall School.
  - Any unauthorised records, CDs, videos or tape recordings.
  - Hand held torches, flares or wands which may constitute a fire hazard or cause injury to any person.
  - Laser pens or other laser equipment.

Any Stallholder found selling these products will be removed from the site and no refund will be available.

### 21. Cancellations

21.1 Failure to attend the event without notification will result in the full balance remaining due for your pitch.

# 22. Disputes

22.1 In the event of any disputes the Event Co-ordinator's decision is final.