

# Flitwick Family Fun Day – Terms and Conditions

## Flitwick Family Fun Day 2024 – Terms and Conditions

### 1 Trader Registration

- 1.1 – Traders must be registered, and documents supplied at the time of booking. These will be allocated on a first come, first served basis subject to item review. If you require, the Community Services team can send a risk assessment template to be adapted for the use of the event.
- 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. Flitwick Town Council reserves the right to allocate stalls as they deem appropriate. This includes but is not limited to restricting same alike items on stalls. This is to allow a variety of traders for the public and hope of good trade for those attending. For instance, we do normally have around 10 stalls wishing to have a tombola, this activity is restricted.
- 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.
- 1.6 Traders will be emailed with an offer of a pitch if available. From the point of email, the pitch will be allocated for 7 days. IF payment and documentation is not supplied in this time the offer may be retracted and given to the next vendor.

### 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 – All gazebos must be in good working order and secured using weights for health and safety purposes.
- 2.3 – 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 Food court traders have already been allocated for this event. As such Food on the stall vendors will only be for cold food such as cakes and biscuits.
- 2.9 – The sale of alcohol is not permitted without special permission.

### 3 Reserved rights of Flitwick Town Council

- 3.1 – The Flitwick Town Council Community Services Team holds the full authority of the landowners and as such reserves the right to ask the stall holder to remove items from sale that are not listed in the documentation.

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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 endeavor to reduce incidences of duplicate products being sold however we do not offer exclusivity rights.

3.6 – Subletting pitches is strictly forbidden and any instances where this is found will be in breach of the agreement. Pitch fees will be retained, and the trader will be required to leave the site.

3.7 – Flitwick Town Council reserves the right to forward all trader information to the Central Bedfordshire Safety Advisory board if requested as SAG approval for this event is needed.

## 4. Conduct

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

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 equal opportunity legislation and will make sure 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 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 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.

6.4 - No vehicles can be left at the stall and on the field.

6.5 – Allocations of when you are able to drive on and off the field will be issued with a parking pass before the event. There is no access during the event for any reason, with the exception of emergency meetings.

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## **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 members 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 – Discretion falls to the Flitwick Town Council Community Team representative as to if future bookings will be held if no shows or late cancellation

### **Cancellation Policy for Flitwick Family Fun Day**

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

8.3 – Notify all traders with as much notice as possible.

8.4 - 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.

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

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

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

8.8 - 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.

## **9. Marketing**

9.1 - Marketing of the market aspect of the event 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.

9.2 – 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.

9.3 – Social media will be used to promote the event in advance

## **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

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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 – Trading times for the stalls are set as Midday to 4.30pm and there are no options for extensions. Food Court traders time are Midday to 9pm

12.2 – Set up times are set as 9.30am – 11.00am with all vehicles having to be removed by 11.30am time slots will be allocated for arrival and must be adhered to.

12.3 – Breakdown for the event may not take place until 4.30pm this is also when access by vehicle will be permitted.