

## **Stallholders Terms & Conditions Black Cherry Fair 2022**

### **General:**

1. Non compliance of any of the following terms & conditions or instructions from a committee member on the day of the event, will result in you having to vacate the field immediately and not being invited to attend in future years.
2. No stallholder will be allowed to trade without a completed booking form, risk assessment, signed copy of this document, appropriate payment and any other relevant documents as stated in the following terms and conditions.
3. Stallholders must respect their neighbours at all times and must not intrude on their space or create unacceptable interference through noise and movement.

### **Booking and stall requirements:**

1. We reserve the right at our sole discretion and without giving any reason, to refuse any application, returning any fees received.
2. Stallholder's can only sell the goods that they have listed on their booking form. We reserve the right to refuse a site to any stallholder who attempts to trade not as stated on their completed application form.
3. Selling a booked pitch to another trader is prohibited and will be deemed as breaking your agreement with us. If you do this you, and the other stallholder will be asked to leave the field immediately and not be invited to attend in future years.
4. Verbal bookings are not accepted; we can however confirm availability of space at time of the call.
5. Stalls can be reserved by email for a period of up to four weeks prior to June 1<sup>st</sup>. If the correct payment and booking form has not been received within this time then the stall will be made available to other applicants. Stalls can still be booked after June 1<sup>st</sup> but payment must be immediate.
6. If we are fully booked we will retain a reserve list for traders. If a booked trader cancels their stall the next appropriate trader on the reserve list will be offered the place.
7. All stallholders must have public liability insurance up to 1 million, a copy of which should be available to the public on the day of the fair.
8. All stallholders handling food must comply with the "Runnymede Borough Council's Hygiene Standards for Temporary Food Stalls at Outdoor Events" and be registered with them or another Council.
9. All stallholders collecting for a charity will need to produce a letter of permission from their chosen charity on booking. We will be sending a list of our charitable collectors to Runnymede Borough Council for authentication. No charity collector is permitted to walk around the field with collection boxes.
10. All stallholders must fill in and return a 'risk assessment' form at least ten days prior to the fair .
11. Allocation of spaces on the field is at the sole discretion of the Black Cherry Fair organiser. However, we will try to accommodate requirements if possible.
12. The Committee, in advance of the event, must approve all amplified sound systems.
13. No generators are allowed on the field. If you wish to bring one along then you need to seek permission from the organisers and have all up to date paperwork and a letter of approval on the day should you be asked.
14. No vehicles of any type are allowed on individual sites. If your trade requires a vehicle then you need to seek permission before booking.
15. All of your stall equipment needs to be within your site boundaries, no encroachment on your neighbour's site will be allowed.
16. The organisers do not provide tables, chairs, gazebos or electrical outlets on the day.
17. All rubbish on and around your site must be collected and taken away with you at the end of the day. Any stallholder who does not comply will not be invited to attend future fairs.

### **Cancellation of Booking:**

1. Site fees will only be returned should government restrictions cause the fair to be cancelled.
2. If you book late and agree to pay on the day your fee will be due even if you decide not to attend on the day due to unforeseen circumstances, therefore you will be invoiced for your site fee and payment will be required.
3. Any stallholder who does not pay for their booked site for any reason will not be allowed to trade in future years.

### **Schedule on the day:**

1. Stallholders are permitted to set up on the field from 0700. We would ask all stallholders to unload their cars immediately and remove them from the field by 0915. If you arrive after 0915 then you must park in the car park provided and walk your goods onto the field. (Stallholders can set up on the previous night but this is at their own risk).

2. When unloading your vehicle all stallholders must take into consideration the stallholders adjacent to them and keep their vehicles in front of their own site in a position that will not block other vehicle movement on the field or prevent other stallholders from unloading their wares.
3. No stallholder is allowed to bring a vehicle onto the field during the opening times of the fair; 9.30am to 4.30pm.
4. All stallholders must undertake to have his exhibits on display in his allocated space and in full view. Exhibits shall not obstruct the general view or hide the exhibits of others and shall not be packed, covered or removed throughout the advertised hours of the fair.
5. No trader is allowed to trade on any part of the field except within their site boundaries. This includes walking around the field charity collecting, leaflet distributing, advertising, etc.
6. All traders are expected to keep their stall manned until 4.30pm when the fair closes even if they have sold out of stock. Cars will not be allowed back onto the field until 5pm.
7. If the weather is inclement then the fair may be closed at an earlier time (at the discretion of the committee. Stallholders will be informed of any changes by the arena tannoy).

**Insurance:**

1. Stallholders are responsible for the provision of their own public liability insurance and for the safety of their stall and its products.
  2. A copy of the stallholder's public liability insurance certificate, of a minimum of 1 million, and/or insurance policy is required on the day. If you are not sure what is required or how to obtain P/L insurance then RBC or Jane Nuti can advise you.
  3. The Committee, Directors, Event Organiser and Black Cherry Ltd do not hold any liability for any trader or their products.
  4. Every trader shall participate at the Black Cherry Fair entirely at his or her own risk in every respect, and shall absolve the Committee, Directors, Event Organiser and Black Cherry Ltd from responsibility for such risks, including personal injury, loss or damage to property: however this injury, loss or damage may be caused whether by fire, theft, inclement weather, interruption of power, defect in the equipment and building or failure of subcontractors or agents to perform.
  5. The Committee, Directors, Event Organiser and Black Cherry Ltd cannot be held responsible, and its exhibitors absolve it from any responsibility, for loss of profits, for damage or theft of traders stock, interruption of power or services, or failure of press advertisement fully contracted to appear, inclement weather and failure of sub-contractors or agents to perform, which may result in loss to stallholder's. The Committee, Directors, Event Organiser and Black Cherry Ltd does not provide insurance cover for theft or damage to stallholder's stock and recommends that they take adequate insurance against all risks. It is a condition of booking that exhibitors absolve the Committee, Directors, Event Organiser and Black Cherry Ltd from any responsibility for refunding fees paid by them except as specified under these conditions.
- 

**I have read and accept the above terms and conditions**

**Name:**

**Company name:**

**Signature:**

**Date:**