## ROTARY CLUB OF ELLAND - STALLHOLDERS - TERMS & CONDITIONS - 2022



- All owners, exhibitors, their agents, employees and assistants, whether formally employed or not and including any volunteers, while at the event, shall be subject to the rules and regulations of the Organiser (The Rotary Club of Elland), as interpreted by the Organiser and the appointed marshals.
- All stallholders' property, including equipment, stock and vehicles, will only be allowed on the field at the stallholders' own risk.
- Stallholders must indemnify the Organiser in respect of all risks, including, but not limited to, risk of fire, flooding, loss through damage, theft, accident to equipment, stock, vehicles, staff or public on or at their stall whatever the cause during the event, or during the setting up or dismantling of the event or at any time the stallholders' property is on site. The stallholders must insure themselves against these risks and produce evidence of this if required. The Organiser has taken reasonable precautions to ensure the health and safety of everyone present. For these measures to be effective, stallholders must take reasonable avoid and prevent accidents occurring and obey the instructions of the Organiser, its officials and stewards. Stallholders are asked to prevent hazards of tripping, falling or equipment/goods falling onto people, and to clear rubbish and debris regularly.
- Stallholders are reminded that they, and anyone working with them, must ensure they are fully conversant with and comply with all current health and safety regulations, particularly with respect to equipment and public safety. All stallholders are required to have their own Public Liability Insurance in place.
- All stallholders authorised by the Organiser to sell food, cooked or pre-prepared, are required to have appropriate food hygiene certificates in place and must comply with all current Food Hygiene regulations and gas safety regulations, if appropriate.
- The letting will relate only to the date(s) specified on the Application Form submitted. The letting fees must be paid at least 20 (twenty) days before the event is held and are not refundable under any circumstances. If not so paid the pitch will be re-let.
- The site must be occupied only by the stallholder, their agents and employees. Under no circumstances sub-let or licensed to anyone else.
- Stalls must not be dismantled nor stock cleared away before 4.30 p.m. and all trading must cease by 5.00 p.m.
- Vehicular access or movement is not allowed on site between the hours of 10.00 a.m. and 5.00 p.m.
- On completion of business all refuse and litter generated by a stallholder must be picked up and removed from the site by the stallholder. The site must be left in good order.
- All business must be conducted in a clean, honest, civil and business-like manner.
- No food and drink of any description are to be sold without prior consent of the Organiser.
- No live animals or fish are to be sold or offered as prizes by any stallholder.
- No lotteries, competitions or cash collections, for charities, other organisations or individuals are permitted at the event. Charities may operate tombolas, and similar raffles offering instant prizes, from their stall only. (Subject to appropriate approval under The Gambling Act if necessary.)
- All business must be conducted from the allocated pitch. Stallholders are not permitted to roam the site selling or promoting their goods or services.
- The stallholder, their agents and employees will do nothing to adversely affect the health, safety and wellbeing of themselves, other traders or other persons attending the event.
- Only goods described at the time of application may be displayed or offered for sale on the
  pitch. Goods considered unsuitable in any way by the Organiser must be removed from the
  pitch.
- Mains electricity will not be available on site. The use of generators on site will be subject to
  prior written approval by the Organiser. It is the responsibility of the stallholder to ensure that
  their equipment is suitable, compatible and complies with all Health and Safety requirements.
- Stallholders must not use any loudspeaker apparatus, equipment or machinery or any other offensive practices to cause annoyance to adjoining stallholders. If this request is not adhered to then the Organiser reserves the right to require the apparatus to be turned off.
- The trader must be in possession of suitable Public Liability insurance cover of not less than £1,000,000 which must include an Indemnity to Principals clause. Evidence of this may be required.
- Nothing in these conditions is to be taken as relieving or excusing the stallholder, their agents or their employees, from any legal duty or responsibility.
- There is no return policy to stallholders. Once stallholders have paid for their pitch there will be no refund if they do not turn up. Their full fee will be retained.

## Stallholder:

I confirm that I have read and agree to the Terms and Conditions described above and that I will have the necessary valid licence, MOT and insurance documentation in place for my exhibit at the event. I understand that the Rotary Club of Elland has no liability for damage or injury arising from this event howsoever caused, unless gross negligence on the part of The Organiser is proved.

Name: (Please print)	Signature:
Date:	
Please return this page to:	
Ms Ingrid Holdsworth 15 Heath Royd Halifax HX3 ONW	

The deadline for application for stalls is 17<sup>th</sup> August 2022 and all bookings will only be confirmed on receipt of payment. The stalls will be available on a first come first served basis.