

Terms & Conditions

Stallholders at Trim Haymaking Festival 2023

These regulations apply to all stallholders. Strict compliance with them is a condition of the contract for the day of the event.

It is essential that all stallholders cooperate and play their part in ensuring that the Trim Haymaking Festival event is enjoyable and safe for everyone. This includes complying with the commercial and administrative terms (especially regarding bookings and payment), the insurance terms, trading standards guidelines, food hygiene and the risk management and accident prevention terms.

Bookings:

Stallholders are invited entirely at the Operators discretion.

Confirmation of attendance is by return email and in doing so the trader automatically agrees to the terms and conditions.

Payment:

Payment must be made in advance of an event unless otherwise indicated, as this will guarantee your place on the day. If payment is not present in Operator's account, your space will be given to another trader.

Payment should be made by bank transfer to the appropriate bank account for the event listed in the invite. Reference of invoice # must be stated on the transfer.

Cheques are not accepted as payment method.

Refunds:

Stallholders must accept the risk of bad weather and will not generally be entitled to a refund for these reasons.

Cancellations of confirmed bookings from stallholders will only be accepted up to two weeks prior to the 18th of June 2023. A full refund will be only be paid if sufficient notice is provided and the market Operator is able to find a replacement stallholder.

In the event of extreme adverse weather conditions, causing the Operator to cancel the festival, refunds will be at the Operators discretion and will be a percentage of the stall fee, taking into account the operators pre-event expenses.

Trading Hours:

The festival operates trading times of 11.00 pm to 5.00pm.

Stallholders are expected to be in position and set up by no later than 10am on the morning of the festival. Traders will be let on site from 8am.

Each trader will be provided with a 3x3m space (unless pre authorised for a different measurement)

Any variation to these trading times will be notified by the Operator prior to the event.

Allocation and Position of Pitch:

The Operator is solely responsible for the allocation and position of pitch sites.

It is not permissible for stallholders to change the pitch position without consultation with the Operator.

Eligible Goods:

On application traders are to supply a description of the goods intended for sale. Any additions/amendments to this portfolio must be approved by the Operator. The Operator will ask for any non-authorized goods to be removed from display.

Exclusive Trading Rights:

The Operator will endeavour to prevent duplication of products within the event but does not guarantee exclusivity.

Secure General Measures

- All traders must have completed their own risk assessment and have it available on the day.
- All traders must have adequate hand washing/sanitizing, disinfectant spray (foodsafe for food products BS EN 1276 or 13697) & gloves available on their stall.
- All surfaces that can be touched by the public to be cleaned regularly.
- Any trader displaying any symptoms of Covid-19 such as a persistent cough, fever or change of sense of taste/smell should not appear at the festival.

Site Use and Presentation:

Stallholders must operate strictly within the marked boundaries of the stall site that has been allocated to them and avoid encroachment into neighbouring trader pitch space. Additional tables must fit within the allocated space.

The presentation of stalls must be of a professional standard that is satisfactory to the Operator.

Traders supplying their own infrastructure must ensure that it is good quality and weighted appropriately.

Approval to use a portable generator can only be given by the Operator and must be preauthorised.

Gas safety certificates must be provided for all gas appliances.

Setting Up, Closing Down, Loading and Unloading:

Stallholders must set up, close down, load and unload strictly within the specified times and guidelines given for the festival.

Before vacating their stall site, stallholders must remove all rubbish and do all other things that may be reasonably necessary to leave the stall site in the same condition that it was in before they set up their stall for the day.

Operator's Directions:

Stallholders must comply with all directions given to them by the Operator.

Stallholders must treat the staff of the Operator, other stallholders and members of the public with courtesy and respect at all times. Any unacceptable behaviour including, but not limited to, aggression, abusive language or refusal to comply with a reasonable direction will be treated as a breach of a condition of these regulations. Such a breach is likely to result in that stallholder being required to leave the markets immediately.

Any direction given by the Operator regarding risk management or accident prevention must be complied with strictly and immediately.

Operator's Dispute Resolution Determinations:

The Operator may make determinations to resolve any dispute that may arise including, but not limited to, disputes between stallholders and disputes between stallholders and customers or other members of the public. The Operator's decision is final. While there will be Garda presence on the day, we have been informed that they will not be walking through the stalls.

Stallholder's Warranties and Representations:

The stallholder acknowledges and agrees that to the following warranties and representations:

- That the statements made in the online application system are true, accurate and complete;
- That the stallholder has carefully read these regulations and agrees to be bound by their terms and conditions;
- That the stallholder has the full legal and beneficial ownership of the goods that they offer for sale and that their ownership is free of any encumbrances;
- That the stallholder will not engage in any false or misleading conduct including, but not limited to, selling counterfeit goods or mislabelling goods;
- That the stallholder has the necessary licenses, practicing certificates or permission to sell the goods that they offer for sale;

Inspection Of Documents:

Stallholders must supply all necessary documentation requested.

Exclusion Of the Operator's Liability:

The stallholder acknowledges and agrees that the Operator has not given any warranties or made any representations relating to the stallholder's occupation or use of a stall site at Trim Haymaking Festivals event other than as are specifically set out in these regulations. This includes, but is not limited to, any warranties or representations relating to:

- The stallholder's likely sales or profits;
- The benefits of the location of any particular stall site;
- The number of potential customers that are likely to visit the markets;
- The presence of other stallholders on the same market day selling the same or similar goods or services or the location of their stall site;
- The services and facilities that are available to the stallholder other than as are expressly set out in these regulations;
- The extent to which the Operator has carried out marketing or advertising to attract customers to the markets;
- The suitability of the markets for any particular purpose;

Claims Against the Operator:

The stallholder acknowledges and agrees that the Operator is not liable for any claims arising from:

- Damage to the goods or other property of the stallholder;
- Theft of the goods or other property of the stallholder;
- Injury, loss or damage suffered by any person at the festival;
- Damage to or the theft of the property of any person at the markets.

Inspection of Insurance Policies:

Stallholders must at all times have available copies of their Public Liability Insurance policies.

Risk Management and Accident Prevention Terms:

Stallholders must comply with the Operator's online bookings and payment procedures, to help the Operator's staff to keep to a minimum the amount of cash that they need to hold on market days.

Stallholders must report promptly to the Operator any security problems including, but not limited to, robberies, shoplifting, pickpocketing, unusual packages or the need to forcibly remove drunken or belligerent customers from the events.

Any stallholder using equipment or practices that could endanger the health & safety of any persons will be asked to leave the event.

Traffic Management:

Stallholders must appreciate that most events are held on public roads. When setting up, closing down, loading and unloading in this area, they must exercise the same degree of care for their own safety and consideration for the safety and convenience of others that they should exercise on a public road.

Where traffic management signs, cones etc are in force it is the responsibility of all stallholders to ensure that they are correctly repositioned if manoeuvred for access.

Tripping/Other Accidents:

To reduce the risk of tripping accidents, stallholders must keep their stall site and the immediate vicinity clear of anything that might obstruct pedestrian traffic and cause tripping accidents.

Stallholders must ensure that their stall sites are free of any sharp corners or dangerous projections that might injure customers particularly of hard materials such as timber, metal or glass.

It is imperative that nothing sharp or dangerous is attached to tables or gazebos that may endanger or encumber set up crew when erecting or dismantling equipment e.g. staples, screws, clips, fastenings.

Stallholder Requirements:

Food stallholders must rely on their own public liability insurance to include cover for claims arising from the sale of hot food or from food contamination.

Food stallholders must acknowledge and agree that the Operator is not liable for any worker's compensation claim by any of their staff.

In the storage, preparation, cooking and service of food, food stallholders must comply strictly with all legal requirements and/or the recognised best practice standards including, but not limited to:

- Holding a valid Food Hygiene Certificate and also be registered and inspected (or pending) by their local Environmental Health Officer.
- Goods must be marked and priced according to legal requirements. Contact your local Trading Standards office for more information.