

Bury St Edmunds Christmas Fayre Trading Terms & Conditions

1 Trading Area (the Pitch as defined in the Application to Trade Form)

Trader's Obligations

- 1.1 To only occupy the Pitch that has been allocated by the Council.
- 1.2 Not to overhang the Pitch with any fixed tow-bar, externally opening door, mock frontage, awning, guy ropes, weights or other appendage.
- 1.3 To trade only during the Christmas Fayre's published opening hours and not to vacate or dismantle the Pitch prior to the Christmas Fayre's closing time unless otherwise instructed by the Council, vehicles will not be permitted onto the site without clearance from the Operations room. This is likely to be up to 30 minutes after the closure of the fayre.
- 1.4 To trade only the product lines declared on the Application to Trade Form.
- 1.5 Not, without the prior written consent of the Council, to sub-let or loan the Pitch to any person.
- 1.6 To ensure that all equipment provided by the Trader on the Pitch including the structure, counters, display units, fittings and lighting are in a safe condition.
- 1.7 If occupying a Pitch on an outdoor Site, to supply appropriate anchorage to secure the Pitch against wind damage, unless you trade from a ready-assembled marquee.
- 1.8 To prominently display food hygiene scores, prices on items for sale and tariff boards for all refreshments.
- 1.9 Not to provide any game of chance, gambling, tombola, sale of raffle tickets or collection boxes. Charities and some fairground pitches may make separate applications for games of chance and tombola stalls.
- 1.10 On completion of the set-up of the Pitch, and upon request, to provide a written risk assessment (to include fire risk) to the Council prior to trading.
- 1.11 Not to insert any pegs or other fixings into the Pitch (applies to Abbey Gardens only).

The Council will:

- 1.12 Mark out the Pitch accurately using the information supplied by the Trader.
- 1.13 Supervise the Christmas Fayre's set-up process to ensure compliance with the Site Plan.
- 1.14 Inform traders of the agreed set-up times and opening hours of the Christmas Fayre.
- 1.15 Inspect all stalls during the Christmas Fayre's operation, to ensure that product lines comply with those declared on the Application to Trade Form.

- 1.16 Supply tables and chairs upon request. (Subject to payment referred to on the Application to Trade Form).
- 1.17 Inform Traders of their Pitch location including details of any angle of slope that may need to be taken into consideration when setting-up.

2 Insurance

- 2.1 The Trader must hold public liability insurance to a level based upon the category of risk – High Risk - £10 million, Medium - Risk £5 million, Low Risk - £2 million for a single claim, valid for the period of the Christmas Fayre, including set-up and break-down periods. A copy of the certificate of insurance must be provided to the Council prior to the commencement of the Christmas Fayre.
- 2.2 A copy of the public liability insurance certificate must be provided to the Council prior to the commencement of the Christmas Fayre.
- 2.3 A Trader who does not hold valid insurance will be prevented from trading at the Christmas Fayre.

3 Fire

- 3.1 The Trader shall avoid any action which would contribute to a fire risk, including overloading electrical supplies and inappropriate storage of combustible materials, etc.
- 3.2 Pitches or vehicles using liquid petroleum gas (LPG) must conform to the LPG Code of Practice 24 and have a current test certificate on site during the Christmas Fayre. All LPG cylinders must be operated and stored in accordance with the relevant regulations and guidance.
- 3.3 The Trader shall provide an appropriate and functioning fire extinguisher if a hazard has been identified within the Trader's risk assessment.
- 3.4 If the Trader is using LPG on their Pitch, they must advise the Council's Health & Safety team accordingly.

4 Vehicles

- 4.1 No vehicles shall be parked on the Christmas Fayre Showground during the opening hours unless they are back-up vehicles approved by the Council.
- 4.2 No vehicles shall be driven on any paved areas (such as the paved areas of Angel Hill).
- 4.3 The Trader must, prior to the Christmas Fayre, provide the Council with the registration number of their vehicle(s) together with an emergency contact number.
- 4.4 The Trader will be liable for any damage caused by their vehicle(s).
- 4.5 The Council will provide the Trader with information on parking options for their vehicles.

Cleansing

Trader's Obligations:

- 5.1 To contain all litter generated at their Pitch in clear/see through refuse bags and to regularly take all collected litter to the bulk refuse skips provided by the Council on the Site, or place them to the front of the Pitch at the close of (each day of) the Christmas Fayre for collection by the Council.

- 5.2 Not to dispose of any liquids, grease or other waste, to the detriment of the Site, this includes but is not limited to disposing any liquids down surface water drains.

The Council will:

- 5.3 Provide clear/see through refuse bags to the Trader upon request.
- 5.4 Litter pick and empty refuse bins throughout the Site.
- 5.5 Undertake mechanical sweeping of the Site overnight.
- 5.6 Provide bulk refuse skips at key locations within the Site.

6 Power Supplies

Trader's Obligations:

- 6.1 To accurately declare to the Council the electrical requirements for the Pitch.
- 6.2 To order and pay for any electrical supply as stated on the Application to Trader form.
- 6.3 Not to overload or tamper with the available electrical supply.
- 6.4 To ensure that all wiring and electrical equipment meets current legislation and is maintained in safe order.
- 6.5 To provide the Council with PAT certificates for all portable appliances, including any electrical extension leads and new appliances.
- 6.6 Not to use any portable generators.

The Council will:

- 6.7 Provide the Pitch with one 240v/13amp electrical socket as part of the basic Pitch rental fee, plus any other additional supplies declared and paid for in advance.
- 6.8 Monitor the use of electrical supplies for overload or abuse, confiscate equipment or appliances deemed unsafe and disconnect the electricity supply from any Pitch where there is a serious or persistent breach of safety.
- 6.9 Monitor wiring and equipment provided by the Trader.
- 6.10 In such circumstances as to be determined by the Council, provide a PAT testing team on site, capable of testing and issuing certificates on payment of a fee.

7 Appearance

Trader's Obligations:

- 7.1 To wear and to ensure any person trading at their Pitch, wears traditional costume of Victorian/Dickensian or seasonal style throughout the duration of the Christmas Fayre, unless otherwise previously agreed in writing by the Council.

- 7.2 To decorate the Pitch with seasonal decorations such as Christmas lights, tinsel and holly or in some other imaginative way.

8 General Conditions

- 8.1 The Trader shall comply in all material respects with all applicable legislation in force from time to time including the Health and Safety at Work Etc Act 1974 as amended and other health, safety and environmental laws and codes of conduct and guidance and, where appropriate, provide a risk assessment to the Council. Such risk assessment to be approved by the Council prior to the commencement of the Christmas Fayre.
- 8.2 The Trader shall follow instructions and directions given by members of the Emergency Services, Stewards, Council staff and Contractors in a courteous and efficient manner and not use social media to portray any Christmas Fayre related incident, any verbal abuse or threatening behaviour will not be tolerated, such behaviour is likely to result in the closing of the stall from further trading and removal once the fayre has closed.
- 8.3 All personnel attending the Christmas Fayre, on behalf of the Trader, must be properly trained in the use of the Trader's equipment and be familiar with procedures and the Trader's obligations under this agreement.
- 8.4 The Trader hereby indemnifies the Council against all demands, claims, losses, costs and expenses made against or incurred by the Council (including all direct, indirect and consequential loss in relation to but not limited to personal injury, property damage and/or loss or damage to third parties) or damage suffered by the Council caused by or arising from the negligence of the Trader or anyone acting on their behalf including partners, employees, agents or representatives.
- 8.5 If the Trader cancels their booking for whatever reason, the full balance of the Pitch booking fee, or 20% of the balance if the Pitch is re-let, will remain due by the Trader and recoverable by the Council.
- 8.6 The Council shall not be liable to the Trader for any claim for compensation or refund in the event of the Christmas Fayre being cancelled or disrupted due to bad weather, major incident, civil unrest or any other cause beyond the Council's control.
- 8.6 All goods or services offered for sale at the Christmas Fayre must be legal and comply with Trading Standards. This means, the sale of counterfeit, pirated, copyrighted or unsafe goods is not permitted. All goods must be correctly labelled and clearly priced. Food sellers must comply with weights and measures, labelling (including allergens) and accurately describe their food. Trading Standards will be carrying out routine checks during the Christmas Fayre and any items found not to comply may be seized and could be subject to a criminal investigation. The stall holder may be asked to leave the Christmas Fayre at the discretion of the organisers.
- 8.7 Traders shall not sell any products that contain real fur. Any products that contain faux fur must be labelled clearly to inform customers that the product contains faux fur.
- 8.8 All traders must comply with current food hygiene and health and safety legislation, in addition to the guidance contained within the '*Food Hygiene Guidance for Market Traders in West Suffolk*' leaflet which will be issued prior to the Christmas Fayre. All food businesses must be rated 3 or above in the Food Hygiene Rating Scheme.
- 8.9 Failure to comply with these terms and conditions will render the Trader in breach of contract and may result in the Pitch offer being rescinded and the Trader being prevented from trading or the Pitch being closed down during the operation of the Christmas Fayre.**