

# BEVERLEY FESTIVAL OF CHRISTMAS

SUNDAY 8TH DECEMBER — 10AM—4PM

## Terms and Conditions for Stallholders

Sunday 8<sup>th</sup> December 2019

Stallholders are advised to carefully read the following Terms and Conditions prior to completing their application. They should also retain a copy of these Terms and Conditions for their future reference and guidance. In completing the application form, stallholders agree to indemnify EY Events (East Riding of Yorkshire Council) and its staff against any claims, payments, costs or losses resulting from any failure on their part to comply with these Terms and Conditions. By accepting a stall all stallholders agree to these Terms and Conditions.

### General

1. Failure to comply with all of the below Terms and Conditions will result in the immediate closure and removal of the stall. Any stallholder deemed not to meet these requirements will also forfeit any right to be invited to the festival in subsequent years.
2. The decision of EY Events regarding stall allocation and acceptance is final and non-negotiable. Please read our Application Procedure for Stallholders document for more information on selection criteria.
3. The stallholder agrees to accept the stall allocated to them by EY Events.
4. EY Events reserves the absolute right to refuse any stallholder application without stating a reason for doing so.
5. Stalls must be supervised at all times during the festival between **10.00 – 16.00** on Sunday 8<sup>th</sup> December 2019.
6. Stallholders may only start to dismantle their stalls after the time notified to them by EY Events on the day.
7. Hiring of an East Riding of Yorkshire Council stall includes the stall with a roof cover. Please note, the hire of these stalls **does not include back or side covers**. No additional fixtures/products may be attached or displayed which extend beyond the dimensions of the stall structure unless agreed with EY Events.
8. Both new and repeat stallholder applicants will be considered on equal terms. Due to the high volume of applications, EY Events cannot guarantee that any previous stallholder at Beverley Festival of Christmas will be offered a stall each year.
9. All stallholders and their staff **MUST be dressed in Victorian costume**. Failure to do so will result in the stall being closed down immediately with no refund. Every stallholder is responsible for dressing their stall in an attractive and festive manner to contribute to the overall impression of the event to the satisfaction of EY Events.
10. Stallholders are **NOT** permitted to privately re-sell their stall pitch. Any change in stallholder details needs the prior written consent of EY Events and may be subject to an administration fee.

# BEVERLEY FESTIVAL OF CHRISTMAS

SUNDAY 8TH DECEMBER — 10AM—4PM

11. EY Events reserves the right to close the stall down or withdraw products for sale that are not stated on the application form. In the event of a stall being shut down due to failure to comply with these Terms and Conditions, no refund will be given. The stallholder application must be accompanied by an accurate description and/or photographs of the products.
12. Services offered, articles sold and any vehicles brought into the festival area are at the sole risk of the stallholder. In particular the stallholder is at all times responsible for the safety of all items sold and/or held at the stall. EY Events cannot accept the liability for any damage to or loss of any items howsoever caused.
13. EY Events reserves the right to refuse any stallholder entry to the festival area.
14. EY Events reserves the right to make any alteration to the festival and its layout as deemed necessary. We will make every effort to accommodate requests for special position requirements where such requirements are noted in the application form, although this might not always be possible.
15. At the festival, all stallholders and their staff must comply with directions and instructions issued by EY Events staff, their contractors and the emergency services.
16. By accepting a stall all stallholders agree to be photographed/filmed by EY Events staff or their contractors for future publicity purposes for East Riding of Yorkshire Council and third party partners. If any stallholder does not wish to be filmed/photographed they must notify EY Events in writing before Monday 2<sup>nd</sup> December 2019.
17. All stallholders are accepted on the understanding that they operate solely at their own risk.
18. Any damage caused by any stallholder, their employees, agents or any other person under their direction to the event site or its fixtures and fittings shall be immediately made good at the stallholders expense.
19. Stallholders must operate their business and allocated stall or space within a quality standard determined at the discretion of EY Events. If EY Events feels that there is a deficiency in quality standards they will notify the stall, if improvements are not made EY Events reserves the right to close down the stall.
20. Stallholders shall at all times conduct their business in an honest, civil and business-like manner, without causing nuisance, obstruction or interference in any way with the general public or with the business of any other stallholder. Stallholders must comply with instructions by EY Events staff, contractors and the emergency services.
21. All accidents, disputes, thefts, disorderly conduct, security/safeguarding issues, lost items or damage shall be reported to EY Events as soon as possible and no later than the end of the event.
22. Smoking is not permitted in the vicinity of the stalls, generators or First Aid Point.

# BEVERLEY FESTIVAL OF CHRISTMAS

SUNDAY 8TH DECEMBER — 10AM—4PM

## Vehicles

23. No vehicles are allowed in the festival area prior to the **set-up at 7am**. Once granted access all vehicles must be **removed by 8.30am**. Any vehicles parked in the area after 8:30am will be removed and the cost of removal recovered from the owner. Each stallholder is permitted one vehicle per stall in the festival area during these times, unless agreed in writing by EY Events.
24. Entrance and exit routes will be sent to all accepted stallholders before the event. Stallholders must stick to these routes when driving and follow any instructions from event staff/security staff.
25. Access for emergency vehicles must be kept available at all times.

## Insurance, Licenses & Documents

1. EY Events reserves the right to cancel a stall with **no refund** if any of the following documentation is not received before the 8<sup>th</sup> November 2019.
2. Proof of Public Liability Insurance cover to a minimum sum of £5 million covering the event date (Sunday 8<sup>th</sup> December 2019).
3. A completed Risk Assessment detailing all equipment/produce/stall information.
4. A Portable Appliance Testing Certificate (PAT) covering all electrical items the stallholder is bringing to the festival (and therefore listed in the Risk Assessment). Receipts must be used as proof of new electrical items (less than 12 months old).
5. A Gas Safety Certificate for all LPG Cooking/Heating/Gas Equipment covering the event date (Sunday 8<sup>th</sup> December 2019). The testing/certificate must have been carried out by a gas installer listed on the **Gas Safe Register**.
6. Proof of the stallholders latest Food Hygiene Rating by their local authority (minimum 3 star) and any other relevant Food Hygiene Certificates to cover their staff.
7. Stalls selling alcohol must have a Temporary Event Notice for the event, in place by 8<sup>th</sup> November 2019. These can be completed online at: [www.eastriding.gov.uk/temporary-event-notice](http://www.eastriding.gov.uk/temporary-event-notice) and for more information please contact the East Riding of Yorkshire Council Licensing Department on 01482 396297.
8. All sales of alcohol by stallholders must be made in accordance with Challenge 25 guidelines (proof of age).

# BEVERLEY FESTIVAL OF CHRISTMAS

SUNDAY 8TH DECEMBER — 10AM—4PM

## **Equipment**

9. Any equipment used must not give rise to a noise or nuisance to other stallholders or to neighbouring residential or commercial premises. If such noise or nuisance should occur EY Events shall have the right to immediately close down any stall.
10. Naked flames, candles etc. are not permitted to be used on site by any stallholder/their staff.
11. All equipment brought on site by any trader must be listed in their Risk Assessment. Any equipment not detailed in the risk assessment or deemed unsafe by EY Events/contractors or emergency services must be removed immediately from the event site.
12. Any cabling must be secured down and trip hazards minimized. Stallholders must keep their stall site and immediate vicinity clear of anything that may be a trip hazard and/or obstruct pedestrians, staff, contractors or vehicles.
13. Stallholders must ensure that any cleaning equipment or chemicals are stored securely and out of public reach.
14. Stallholders must ensure that their stalls are free of sharp corners or materials within public access that may cause injury and any equipment set-up by stalls is secured, safe and in line with their risk assessment and other relevant safety compliance procedures.
15. A Fire Marshal will be contracted in for the event to perform visual inspections of the event site. The Fire Marshal will check that relevant fire extinguishers (in date) are provided by stallholders where relevant and that any gas connections are in good order with gas cylinders secured. EY Events reserves the right to close any stall if they do not meet the safety requirements of the fire marshal, or these Terms and Conditions. In the event of a stall being shut down due to failure to comply with any of these Terms and Conditions, no refund will be given.

# BEVERLEY FESTIVAL OF CHRISTMAS

SUNDAY 8TH DECEMBER — 10AM—4PM

## Electrical Items / Power

16. Stallholders are **NOT** permitted to bring a generator on to the site.
17. All supplied stalls in Saturday and Wednesday Market will be able to request power (16 amp, rated at 6amp) on their application form which will be for low power consumption electrical items e.g. cash tills, card machines. Stallholders must bring a PAT tested 16-13amp adaptor as this will not be supplied by EY Events.
18. All freestanding stalls will be able to request power (16 amp or 32amp) on their application form which will be provided by Flying Hire (Event Generator Company). Stallholders must detail how many feeds they require and what electrical items they will be bringing (as part of the Risk Assessment). Power will be available for freestanding stalls between 08.00 – 16.00.
19. All electrical equipment must have an up to date PAT (Portable Appliance Test) Certificate unless they can demonstrate that it is brand new. Stallholders will **NOT** be allowed to use any untested equipment on their stall or anywhere on site. PAT Certificates or proof of new equipment receipts must be sent to EY Events by 8<sup>th</sup> November 2019.
20. Please note there is **NO** electricity supply in the **North Bar** market, however basic stall lighting will be provided.
21. Stallholders must not use any frayed or damaged electrical cabling. EY Events will not be held responsible for electrical issues or any potential losses to stallholders where they are caused by cabling or equipment supplied by the stallholder.
22. Stallholders electrical equipment must be PAT tested and certificates sent before the 8<sup>th</sup> November 2019.

# BEVERLEY FESTIVAL OF CHRISTMAS

SUNDAY 8TH DECEMBER — 10AM—4PM

## LPG Cooking/Heating Equipment

23. Any propane or butane (LPG) equipment must be in a safe condition and positioned and used in a safe manner. Stalls must have appropriate firefighting equipment (eg water (H2O), carbon dioxide (CO2) and foam fire extinguishers, fire blankets) plus a competent person to use the equipment.
24. A detailed risk assessment must be sent to EY Events including information on any LPG Cooking/Heating Equipment before **8<sup>th</sup> November 2019**.
25. Any LPG cooking or heating equipment must have been checked for safety by a gas installer listed on the **Gas Safe Register**, and certificates sent to EY Events by **8<sup>th</sup> November 2019**.
26. Only serviceable and safe flexible hoses and hose clips, made for LPG equipment, must be used.
27. Gas bottles must be placed in a safe and secure position at least one meter from openings into adjacent vehicles and external sources of ignition. It is the stallholders' responsibility to provide the necessary safety equipment including fire extinguishers, cages and locks for the cylinders.
28. Any equipment used for cooking/heating must be placed in a position which is not accessible by the public, particularly children. It must also be placed on a stable surface in a position which does not present a risk of injury to stallholders, their staff or members of the public.

## Payment

29. Full payment will be required within **28 days** of notification of your successful application. Any applications that are accepted after **Friday 27th September 2019** must pay their balance within the timeframe set out by EY Events (this will be confirmed via an acceptance email). Failure to pay the full balance within 28 days of acceptance (unless notified otherwise) will be deemed as a cancellation of your application. On receipt of full payment the following cancellation policy will apply:
  - Up to 27<sup>th</sup> September 2019 – Full stall refund minus 25% cancellation fee
  - 1<sup>st</sup> October – 9<sup>th</sup> November 2019 – 50% cancellation fee
  - On or after 10<sup>th</sup> November 2019 – Charged in Full – no refunds will be made
30. Any payment by cheque returned to us by the bank as 'unpaid' will incur an administration charge of £25 and the stallholder will not be permitted to have a stall.
31. EY Events reserve the right to cancel the event at its discretion at any time before the event, in which case all payments received will be refunded in full.
32. EY Events reserve the right to alter the venue of the event and will not be liable for nor make any payments of compensation.

# BEVERLEY FESTIVAL OF CHRISTMAS

SUNDAY 8TH DECEMBER — 10AM—4PM

## Legal

33. The operation of any food business/stall must comply with the Food Safety Act 1990 and associated regulations and the Health & Safety at Work Act 1974 and associated regulations. The East Riding of Yorkshire Council has the right to terminate immediately the operation of any business/stall if, in the opinion of its officers, a breach occurs of these Acts and regulations. Each individual stallholder will need to apply for and hold any necessary event licenses in accordance with the Licensing Act 2003 and have them available for inspection on the stall on the day of the event.
34. Applications must be accompanied by the relevant documentation including Public Liability Insurance, Food Hygiene Certificates, PAT certificates and Temporary Events Notices- for the sale of alcohol. Electrical equipment must be PAT tested and you must provide a valid PAT certificate. All stallholder documents must be sent to EY Events before **8<sup>th</sup> November 2019**.
35. All stallholders selling food must notify EY Events in writing of the local authority to which they are registered on or before the **27<sup>th</sup> September 2019**.
36. Nothing contained in these Terms and conditions is to be taken to relieve or excuse the trader, his/her assistants, employees and agents from any existing legal duty.
37. Stallholders must comply with all statutory and other legal requirements, both civil and criminal, including notices, orders, restrictions, directions, conditions and bye-laws, in particular those relating to illegal working.
38. All stallholders shall indemnify EY Events against all liabilities, actions, costs, claims and compensation for injury, loss or damage to any person or property arising as a result of their trading at this event or any act, omission or negligence of the stallholder, their employees, agents or any other person under their direction.
39. In the event of any abandonment, postponement or limitation of the event or the need to relocate a stall position or of any of the services provided resulting from unforeseen circumstances beyond the control of EY Events or by an intervention from an outside authority or found necessary by EY Events staff, stallholders shall have no claim against EY Events in respect of any resulting loss or any damage and the stallholders liability under these conditions shall not be reduced.

# BEVERLEY FESTIVAL OF CHRISTMAS

SUNDAY 8TH DECEMBER — 10AM—4PM

## **How we use your information**

The information you have provided on this form will be used to support arrangements for the Beverley Festival of Christmas. The information you provide may be stored in both manual and electronic formats and will be held to facilitate the services provided by EY Events and to assist with record keeping and facilitate on-going communication. The information you provide will not be shared with third parties without your prior permission.

The Council has retention schedules in place to ensure that information is only held for as long as it is needed and for the purpose for which it was collected. For information on how long your information will be held and in which format, please visit [our retention](#) page.

We will use the details you've provided on this application form to contact you about the Beverley Festival of Christmas and in relation to your application. Please note that we may need to contact you at short notice before, during and after events in case of emergencies, changes in schedule or cancellations.

## **Where can I find out more?**

We will always ensure any information you provide is kept secure and confidential. If you want to know more about data protection, how the council uses information and your rights please visit our website:

<http://www2.eastriding.gov.uk/council/governance-and-spending/how-we-use-your-information/>

If you have a concern about the way we are collecting or using your data, we request that you raise your concern with us in the first instance. Contact details are available on our website:

<http://www2.eastriding.gov.uk/council/governance-and-spending/how-we-use-your-information/>

Alternatively, you can contact the [Information Commissioner's Office](#).

*Terms and Conditions for Stallholders may be subject to amendment – you will be notified of any changes.  
EY Events, June 2019.*