

TASTE OF WICKHAM, 10TH SEPTEMBER 2023

TERMS & CONDITIONS

PERMISSION TO USE PITCH:

- 1 The Taste of Wickham Organising Team (hereafter TOWOT) permits the Stall Holder to use the pitch allocated to them by TOWOT for the erection of a stall for the sale and / or promotion of goods and articles on Sunday 10th September 2023 and TOWOT shall be entitled in its absolute discretion:-
 - 1.1 To allocate pitches
 - 1.2 To allow only those commodities contained in the application form to be sold from allotted stall(s). If unauthorised changes or additions are made, TOWOT reserve the right to remove traders or charge the Stall Holder a further full pitch fee for those changes or additions
 - 1.3 To forbid the sale of counterfeit goods. If discovered the Stall Holder licence will be terminated **immediately** with no refunds.
 - 1.4 To consider changes to permitted commodities sold by any traders **ONLY** if
 - a) a request is received in writing in advance of the event
 - b) the proposed range of commodities is not being sold elsewhere on the market by any trader.
 - 1.5 To cancel the market for any Health & Safety reasons outside our control e.g. adverse weather conditions, without refund at the discretion of the organising committee.

THE STALL HOLDER

- 2 The Stall Holder
 - (a) may not permit any person other than his employees to use the stall and the Stall Holder acknowledges that this Licence is personal to the Stall Holder and

the parties acknowledge that nothing in this licence shall create the relationship of landlord and tenant.

- (b) must not do anything at the stall or elsewhere in Wickham as to cause damage to any part of Wickham or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to TOWOT or its licensees or other Stall Holders or the owners or occupiers of adjacent or neighbouring premises.

PITCH FEES

- 3 The Stall Holder must pay the Pitch Fee to TOWOT within 2 weeks of the date of the invoice. (All payments are to be made directly into the account specified on the invoice). If payment is not received, it will be assumed that the stall is no longer required and the pitch will be offered to another Stall Holder.
- 4 Any monies paid in advance:
- 4.1 May be refunded up to a maximum of 50% in the event of TOWOT cancelling the event for any reason unless the event has operated normally for a period of four hours on the day of cancellation.
- 4.2 Pitch fees are non-refundable in the case that the Stall Holder decides to cancel, unless the original Stall Holder is able to find a replacement which is deemed acceptable by TOWOT.

THE STALL

- 5 A uniformed gazebo will be provided by TOWOT (as part of the stall fee). If the Stall Holder requires chairs or tables, these can be ordered at the time of application at a cost of £15.00 for one table and two chairs or the Stall Holder may bring their own.
- 6 The Stall Holder must not place goods beyond the boundaries of the pitch either on the ground or hanging except with the permission of TOWOT.
- 7 No trader will display any materials that may cause offence.
- 8 The **Stall Holder must take away all refuse** including vegetable and food produce waste and dispose of by their own means and **NOT** in the refuse bins provided by the Council. Any Stall Holder found to be using the bins put out for the public will not be invited back to Taste of Wickham.

- 9 The Stall Holder must keep:
- 9.1 The stall fittings and the space below the stall free from litter at all times and in good repair and condition and make good any damage or pay TOWOT full compensation therefore.
 - 9.2 Floor mats in place to protect the surface of the paved and road areas where spillage may occur from the items being sold.
 - 9.3 The aisles and access ways adjoining each stall free from refuse and litter at all times in accordance with the Fire Officers recommendation. In addition no stall must obstruct or be likely to cause obstruction to the means of escape from adjacent premises.

10 **The use of generators:**

Anyone wishing to use a generator must make a written request to TOWOT at the time of their application. Permission to use a generator will be at the sole discretion of TOWOT and will only be granted in special circumstances to avoid unnecessary noise and risk.

- 11 All stall holders are required to complete a fire risk assessment of their stall activity. This is to be retained by the stall holder and brought with them on the day of the event.

COMPLIANCE WITH STATUTORY AND OTHER REQUIREMENTS:

- 12 The Stall Holder must comply with all Acts of Parliament and Regulations applicable to the operation of the stall and to the Stall Holder's trade or business and any rules laid down by the Trading Standards. Any person selling food items must comply with the Food Safety and Hygiene (England) Regulations 2013 and hold a Food Hygiene Rating of 3 or above.
- 13 Any persons wishing to sell alcohol at the event must acquire a Temporary Events Notice from Winchester City Council prior to the event and send proof of this to TOWOT. This must be visible on your stand at all times during the event. On your stand you must hold a refusal log and have it available to check if required.
- 14 The Stall Holder must not do anything that would breach the terms of any permission for the placing of structures in the highway under the Highways Act 1980 or cause any other person to do so.
- 15 Vehicles and trailers belonging to the Stall Holder are only permitted within **The Square** between the hours of 08:00 and 09:30, and 16:15 and 18:00 for the purpose of unloading and loading their commodities.
- 16 No vehicles are otherwise permitted in the trading area unless previously agreed with TOWOT. Whilst unloading or loading any vehicles and trailers must not cause any obstruction, inconvenience or nuisance to the public or any other stallholder.

PARKING

- 14 Stall Holders indicating that they require parking must use the allocated parking area at all times, displaying the permit sent to them in advance of the event. Allocated parking is on a first come first served basis and the location will be sent to the Stall Holder 2 weeks ahead of the event. TOWOT accepts no responsibility for any damage, injury or theft taking place while vehicles are parked in the allocated parking.

INSURANCE

- 15 The Stall Holder must hold a valid **public liability insurance policy** for claims up to £2,000,000. The Stall Holder must upload a copy of this insurance certificate at the time of application. Where the insurance renewal is due before the event takes place, the stall holder will be contacted after the renewal date and asked to send the new certificate.

COMPLIANCE WITH TOWOT'S DIRECTIONS

- 16 The Stall Holder shall comply with all directions of TOWOT which do not conflict with this licence or statutory requirement. This licence will be terminated immediately in the event of any contravention of the terms of this licence

QUESTIONS

Questions relating to this document or any stall holder matters should be addressed to:

tasteofwickham@gmail.com