



2021 MUCH WENLOCK CHRISTMAS FAYRE TERMS AND CONDITIONS

When you submit an application, you are deemed to have accepted the following Terms and Conditions in their entirety.

Throughout this document the terms “we”, “us”, and “our” shall be understood to refer to the Much Wenlock Christmas Fayre Committee. The terms “you” and “your” shall be understood to refer to the Applicant(s).

BOOKING & CONFIRMATION

FULL COSTS MUST BE PAID AT THE TIME OF BOOKING

Payment shall be made either by Bank Transfer (Sort Code: 20-53-22 & Acct Number 23973247) or Cheque (made payable to “Much Wenlock Christmas Fayre”).

You may also pay by cash **BY PRIOR ARRANGEMENT ONLY. DO NOT SEND CASH BY POST.**

Your Confirmation of Booking shall serve as receipt of your payment and will constitute our Invoice. We will send the Confirmation during the early part of November. You will need to have this Confirmation of Booking with you when you arrive on site to set up. If you do not have the confirmation with you, you may be refused access.

This is a popular event. Bookings are on a first come, first paid with completed documentation, first served basis, within specific categories, after which a Waiting List will be in effect. We may notify you of your application’s status via either e-mail, post, or telephone. Requests for specific pitch locations are subject to size and availability. We will try to honour them as best we can. We allocate Stalls and Pitches at our sole discretion. We can refuse or disqualify any application or exhibit and need not state the reasons for the refusal or disqualification.

Prior to 2019, stalls were allocated based solely on the date an application was received. We will no longer be using the date an application received solely to determine your place in the queue. Instead, we will be using the date ALL necessary documentation and PAYMENT IN FULL is received to determine your place in the queue. Obviously, we understand that there will be instances where we will need to be flexible such as for those of you who need to apply for a TENS or where your PLI coverage will be renewing after the date of your application but before the date of the Fayre.

- This means that while we may have received your incomplete application (as described above) prior to a subsequent application, if that subsequent application is complete (as described above) then that subsequent application will be allocated space ahead of yours. This may result in that subsequent application getting space while your application is on a Waiting List.

Applications received without full payment, Proof of Public Liability Insurance, and a Food Hygiene Certificate and/or License to Sell Alcohol (as applicable) will not be considered complete until all appropriate documentation is supplied and all fees due are received.

- Any application which is incomplete because either you have not paid the stallholder fees or because you have not submitted ALL required documentation as of November 1st will be cancelled with no refund of any monies paid.

All stalls/pitches must only promote the company named on the booking form. You may not 'Promote' any other parties on your stall/pitch without our written permission in advance. Permission for promotion is solely at our discretion. Any Reassignment of or Selling on of stalls/pitches is strictly prohibited and will result in the booking being cancelled with no refunds paid.

Charity Stalls will be charged £36, a 20% discount off the set outdoor stallholder fee. This applies only to Pedestrianised streets and the Church Green.

Cancellation Requests must be submitted in writing. In order to receive a full refund, notification must be received no later than 31st October, 2019. After this date, refunds will be at our sole discretion.

Please provide full details regarding how the refund should be paid in your Cancellation Request.

POSTPONMENT OR CANCELLATION OF THE FAYRE

In no event shall you have any claim against us in respect of loss or damage if, due to reasons beyond our control, the Fayre is cancelled, postponed or relocated. Such events may include, but are not limited to, war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, pandemics and all similar events outside our control.

In any such case, we shall be entitled to retain all sums paid by each Exhibitor to the extent necessary to reimburse the Fayre for all reasonable costs of and incidental to the organisation of the Fayre. If, in the opinion of the Committee, by rearranging of the dates of the Fayre or by substitution of venues the Fayre can take place, the Contract shall remain in full force and effect except as to the size and position of the Stall or Pitch whereby any modification or rearrangement shall be at our sole discretion.

DISCLAIMER OF LIABILITY

Much Wenlock Christmas Fayre Committee shall not in any way, unless legally liable, be responsible for any of the following:

- Any claim for compensation or otherwise concerning the holding of or for anything arising out of or in any connection with the event.
- Any accident that may occur or for any death, injury, disease or loss arising.

RESPONSIBILITY OF EXHIBITORS

The Much Wenlock Christmas Fayre Committee carries comprehensive Public Liability Insurance to cover claims for which we are legally liable. We expect all exhibitors to have the necessary Public Liability Insurance for shows. We strongly advise you to insure yourselves for fire & theft, damage and cancellation. A copy of Public Liability Insurance (if applicable) must be submitted with your booking form. We understand that some small traders may not carry that insurance. In the event that you have chosen not to carry Public Liability Insurance, we will need you to certify in writing that you understand the following:

- In the event of an issue with the items you sell any and all liability will be solely yours, and
- You are not covered under the insurances carried by the Much Wenlock Christmas Fayre.

This self-certification should be in writing and **MUST** accompany your application.

You must fulfil your obligations in respect of all relevant Legislation and Regulations and our Health & Safety Policy and ensure that all parties employed or engaged you also operate within the Relevant Legislation and Regulations and our Health & Safety Policy.

Exhibitors are responsible for the safety (including fire precautions) of their stalls/pitches. The exhibitor shall assume full responsibility for any article of any kind exhibited by them including liability for all claims arising out of the handling of exhibits and the conduct of their stall/pitch generally. The exhibitor shall indemnify Much Wenlock Christmas Fayre Committee against all claims, damages or expenses arising in any way out of the presence of the exhibitor, his staff or his exhibits at the Event. All exhibitors selling alcohol must provide or give access to free drinking water on their pitch.

FOOD ALLERGEN REGULATIONS

We want to make sure that the Christmas Fayre is a safe and pleasant experience for everyone, visitors to the Fayre and you, our traders.

As a trader providing food and/or drinks to members of the public during the course of the Much Wenlock Christmas Fayre, you confirm that you (and/or your agents and employees) will comply with all relevant and applicable legislation and guidance in respect of food allergens and appropriate food labelling.

In particular, but not exclusively, you should ensure that you and all staff are trained in relation to the allergen content of items sold, that items are appropriately labelled and that information is clearly visible to customers.

The information found at this link, [Food Labelling regulations for Small Businesses](#), is a good summary of your responsibilities and obligations. We suggest you read it.

We accept no responsibility or liability to you or to members of the public for anything that arises out of your failure to comply with your legal requirements in this respect.

By trading at the Much Wenlock Christmas Fayre, you confirm and agree that:

- You are aware of and understand all relevant food allergen and labelling rules and requirements,
- You comply with all relevant food allergen and labelling rules and requirements, and
- You understand that Much Wenlock Christmas Fayre Committee accepts no responsibility for your non-compliance with such obligations.

SETTING UP & SITE CLEARANCE

We have different time slots for accessing the site (between 06:05 and 08:30) as well as three different Access Points. Your Access Point and Time will be clearly set out in your confirmation of booking. If you require access to the site at a time or via an Access Point other than that set out by the event organisers, you must request that in advance of the event. Approvals are at our discretion. If you arrive at an Access Time prior to your allocated time and request access, you WILL NOT be permitted access until your allocated time.

You must not break your stall/pitch down before the end of the event. In the interests of public safety, NO exhibitor/trader will move vehicles on the site during the opening hours of the event, i.e., 10am to 5pm.

All stalls/pitches must be set up in an attractive manner. Boxes must be either stored out of sight, behind the stall/pitch, or returned to your vehicle. **DO NOT ATTACH ANYTHING TO MARQUEE LININGS.**

It is your individual responsibility to keep your stall clean and tidy and to clear the rubbish from your stall/pitch at the end of the Fayre, placing all bags in the rubbish disposal sites provided. In the event you fail to comply with your responsibility to clear the rubbish from your stall/pitch at the end of the Fayre, you agree that we reserve the right to clear said rubbish and to bill you for all expenses incurred in cleaning the site.

Any exhibitor or company who in our opinion is failing to comply with the regulations or any direction from the Much Wenlock Christmas Fayre Committee may be instructed to leave the site. Your fees will not be refunded. We will not be responsible for any loss or damage to your stock or for your expenses incurred, howsoever caused, including theft. You must take out your own suitable insurance cover.

EQUIPMENT & APPLIANCES

It is a condition of your booking that ALL the electrical equipment you wish to connect to the show supply is inspected & tested to the current Institute of Electrical Engineers (IEE) Wiring Regulations. Each piece of equipment must have a sticker showing the date of the test (remember all equipment should be tested at least once a year, so the sticker must not be over 12 months old).

Use of any gas appliance requires our permission in advance. All appliances must have a current GAS SAFE tested certificate (available for inspection) and you need to be familiar with current standards in the event of fire. You will need to have a completed CFOA Risk Assessment form on the day (available for inspection). This form is available on our website.

You must have an inspection / gas safety certificate for the appliances and pipe work (*copy to be available for inspection*) and ensure all hose connections are made with “crimped” fastenings.

If you have an open flame, you must have an adequate number of fire extinguishers/fire blankets available in prominent positions and easily available for use

No portable generators, motors or engines of any kind, amplifiers and/or loud speakers are allowed, UNLESS ARRANGED WITH AND APPROVED BY us beforehand.

PUBLICITY & SOCIAL MEDIA

You may appear in photographs and videos of the Fayre. We will use these for publicity purposes. These photos and videos may appear as print materials and/or may appear on social media. When you submit an application, you give your consent to appearing in these images and videos.



Data Privacy Summary

What the Much Wenlock Christmas Fayre Organising Committee Does With Your Data

We use the data you supply to the Much Wenlock Christmas Fayre (the Fayre) to allocate stalls/pitches to traders for the Fayre and for other administrative purposes.

We use your data to be able to communicate with you regarding your participation in the Fayre.

We will not share your data with any third parties without your consent.

We have no arrangements for data sharing with any entity outside the United Kingdom.

You have the right to withdraw consent for the Fayre to use your data at any time. If you do withdraw your consent, this may result in the Fayre's inability to allow you to participate in the Fayre as a Trader.

We retain your data for ease of administration from year to year. We retain your data for 20 months at which point it is deleted (if held electronically) or destroyed (if it is held on paper).

You can find our full Data Privacy Policy at:

http://www.wenlockchristmasfayre.org.uk/privacy_policy

The Fayre's Bookings Secretary responsible for the Much Wenlock Christmas Fayre's Data Privacy. You can reach the DP Officer at: data.privacy@wenlockchristmasfayre.org.uk .