

Stallholder – Terms and Conditions

'The Suffolk Mind Fashion and Wellness 2024 event' (**the event**) is organised by Suffolk Mind (**the Event Organiser/We**).

This event will also be supported by sponsors (**the Supporters**) and by Woodbridge School (**the hosting venue**)

You are referred to as the 'Stallholder, You and Your'.

By registering as a Stallholder, you confirm you are agreeing to these terms and conditions.

Risk and Liability

While the Event Organiser will do all that is reasonably possible to make the event as safe as possible, all Stallholders take part at their own risk.

Except for death or personal injury caused by the Event Organiser's negligence, fraud or fraudulent misrepresentation, or any other matter for which it would be illegal or unlawful for the Event Organiser to exclude or attempt to exclude their liability, the Event Organiser, does not accept liability for any loss or damaged caused where:

(a) there is breach of a contractual obligation or legal duty of care owed to you;

(b) such loss or damage is not reasonably foreseeable at the time of breach;

(c) an injury is sustained, or property damaged in the course of the event or as a result of taking part in the event;

or

(d) any changes are made to the event for safety or operational reasons or as otherwise required for the safe and proper carrying out of the event.

Photographs

By taking part in the event, all Stallholders confirm that they are happy for their names and any footage or photographs taken by, or on behalf of, the Event Organiser during the event to be used to publicise the event, the Event Organiser, or future events arranged by the Event Organiser. Should special dispensation be required, it is the responsibility of the participants to inform the organisers of such requirements.



Personal Data and Use of Information

The Event Organiser is committed to protecting and respecting your privacy and complying with the principles of data protection legislation, specifically the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA).

The Event Organiser may disclose basic information (name and local authority) where required to facilitate the event administration. Additionally, we may disclose information if we are under a duty to share your personal data to comply with any legal obligation, or in order to enforce or apply our policies and other agreements; or to protect the rights, property, or safety of the Event Organiser, Supporters, our customers, or others. This includes exchanging information with other companies and organisations where necessary for the purposes of fraud protection. We will not share your information for marketing purposes with any other organisations unless it has your specific consent to do so.

Registration for a Pitch

Registration for a pitch is subject to a successful application and payment of the ± 25 non-refundable (other than if the event is cancelled) stallholder fee. The fee entitles the stallholder to one pitch within the event space.

Stallholders are invited entirely at the Event Organiser's discretion. Please do not assume a pitch is automatically yours. Confirmation of attendance is by booking and paying via the link in the invite and in doing so the stallholder automatically agrees to the terms and conditions.

Allocation and Position of Pitch

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

Pitch Details

Each Stallholder will be supplied with a table, approx. 5.5ft x 2.5ft in size and 2 chairs. You will also be given enough space for a single clothes rail (no larger than 90cm wide) or one large item. If you require additional floor space, please do contact the Event Organiser to discuss your requirements and any additional fee, before booking a stall.

You will have storage space available under your table.

Please note, there is a maximum allowance of 2 adults per stall.

Eligible Goods



On application Stallholders are to supply a description of the goods intended for sale. Any additions/amendments to this portfolio must be approved by the Event Organiser.

The Event Organiser reserves the right to ask for any non-authorised goods to be removed from display.

Site Use and Presentation

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

The presentation of pitch must be of a professional standard that is satisfactory to the Event Organiser.

Please note, electrical supply is not routinely available to Stallholders. Please contact <u>fundraising@suffolkmind.org.uk</u> if you require access to any utilities.

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 each event.

Trader vehicle parking is set out in the Set Up Instructions for each event which will follow 2-weeks prior. It is imperative that these instructions are followed.

Doors open to Stallholders one hour prior to the event. Alternatively, you can set up the evening before, Friday 18th October between 6-8pm. We suggest that you use the full amount of time given to set up your pitch and make it presentable ready for the buyers' arrival. Late arrivals may not be admitted within 30 minutes of the event's opening time.

Stallholders should only pack up once the Event Organiser has declared the event closed.

Stallholders along with their belongings including any unsold items and any rubbish must vacate the venue within 30 minutes. Before vacating their pitch 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.

Stallholders are required to remove and take away their own trade waste.

Suffolk

Safety and Insurance

To ensure everyone's safety and enjoyment of the event, we ask that you follow and adhere to the instructions given by the Event Organiser at all times. Any direction given by the Event Organiser regarding risk management or accident prevention must be complied with strictly and immediately.

Stallholders must present a copy of their valid Public and Products Liability insurance (minimum indemnity $\pm 2,000,000$) within two weeks of booking their pitch.

Stallholders agree to indemnify Suffolk Mind against all claims for damages or injury to the property or person of any persons in respect of any claim by any such person arising out of negligence or from any faulty or dangerous products sold by the stallholders or his agents or servants.

Risk Management and Accident Prevention Terms

Stallholders must report promptly to the Event Organiser any risk assessment or security problems. Any stallholder using equipment or practices that could endanger the health & safety of any persons will be asked to leave the event.

Tripping/Other Accidents

To reduce the risk of tripping accidents, Stallholders must keep their pitch 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.

If the volume of stock items on display are too large to fit within stall boundaries or hinder an appropriate presentation of your items, the Event Organiser may request for you to remove items until more space becomes available as you make your sales.

Security

Stallholders are responsible for their own pitch security and monies. The Event Organisers accept no responsibility nor any liability for any items on sale along with personal belongings that have been stolen, lost or damaged internally or externally before, during or after the event. All persons who enter the event area do so at their own risk.

Transactions



The Event Organiser accepts no responsibility for any transactions entered into during the event.

The Event Organiser accepts no responsibility or liability for the quality or condition of items purchased at our events.

Purchases are made entirely at the individual's own risk; all items are sold as seen.

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.

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 Office.
- Goods must be marked and priced according to legal requirements. Contact your local Trading Standards office for more information.

Cancellation or modification by the Event Organiser

The Event Organiser may cancel or modify the event at their discretion. They will endeavour to give as much notice as possible of any cancellations to the Stallholders.

The Event Organiser accepts no liability for any costs incurred as a result of the cancellation.

Cancellation by the Participant

Your £25 registration fee supports our vital work in Suffolk. To enable us to ensure this is a successful fundraising event, save in the circumstances that the Event Organiser has to postpone or cancel the event, your registration fee of £25 is non-refundable. Please inform the Event Organiser if you need to cancel your space.

Registered Charity Number: 1003061