

TERMS AND CONDITIONS

Please take the time to read these terms and conditions for trading at the above stated above. By submitting your application to trade you acknowledge that you will abide by the terms and conditions as stated.

Notification

Completion of an application form does not guarantee attendance at the event. All traders who are successful in their application will be notified by email. If you are successful a VAT invoice will be sent to you from Blyth Town Council once your application has been received and information checked. The event organisers reserve the right to cancel your booking if payment is not received by the due date. Please note traders are NOT permitted to privately re-sell their pitch. Any change in stallholder details needs the prior written consent of Blyth Town Council the event organisers.

If the event is cancelled a full refund will be provided. No reimbursement will be available in respect of loss of potential income or trader costs incurred.

Non-attendance a trader must be notified in writing to the organisers. If more than 14 days in advance a refund will be given less a £50 + VAT handling charge, if less than 14 days there will be no refund. Modification of these terms will be considered in cases of proven hardship/misfortune. No refunds will be made at the event itself and must be claimed by contacting the Organisers at the company address: **Blyth Town Council** Arms Everytne House, Quay Road, Blyth Northumberland, NE24 2AS.

Registration

All food traders must supply their Local Authority registration details. All traders must be FHSA rated; **the minimal acceptable score is 5.**

Natasha's Law

The changes effect "prepacked food for direct sale" made up in advance, so something ordered from a food stall dispensed and put in a takeaway carton at the customer's request would not be caught, the trader would still need to know what allergens are in the food if asked.

The changes effect products like sandwiches and rolls wrapped up in advance, a sweet stall with a jar of sweets with bags pre-weighed, cheese slices and cake slice prewrapped. Please click the links for full guidance.

<https://www.food.gov.uk/business-guidance/introduction-to-allergen-labelling-changes-ppds>

<https://www.youtube.com/watch?v=bah7uLtuJZc>

Insurance

All traders are required to carry public liability insurance to a minimum of 1 (ONE) Million pounds, preference is Two. If there are 5 or more staff on your stall, including yourself then you have a legal obligation to carry Employers Insurance as well. You may wish to insure your property against damage. We will ask for a copy of your current insurance documents.

By accepting these terms and conditions you acknowledge that Blyth Town Council or its staff or representatives are not responsible or liable for:

- any financial losses incurred by you
- any loss of, or damage to, your equipment, goods or personal belongings.
- any injury of employees or staff working for or connected to you.

All stallholders shall indemnify the organisers 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 their event or any act, omission or negligence done or omitted by the stallholder, their employees, agents or any other person under their direction.

Health and Safety

Traders must comply with the Health & Safety at Work Act 1974 and all directions of the Blyth Town Council Event Manager and or Health and Safety Manager. Traders must provide Blyth Town Council with a copy of all their documentation as requested in the check list at the end of this form. These forms will then be reviewed. On the day you will not be allowed to trade until after your health & safety inspection.

Fire Safety

Traders are required to have the appropriate fire extinguisher at their stall. Please make sure your extinguishers have not reached their expiry date.

First Aid

You are responsible for supplying first aid for your staff. Traders are required to have a first aid box at their stall for use by staff. If you have five or more staff, including yourself, you are obliged to keep an accident report book for your stall. We will have paramedic level First Aid cover on site to deal with any serious accidents or injuries.

Trade Stall Structures and Equipment

At events where structures are **not** provided traders must provide their own vans, tents or similar structure. Marquees have to be fit for purpose - makeshift constructions are not acceptable. The beach area is prone to extreme weather conditions and a flimsy pop-up tent is not appropriate. If your structure looks unsafe or unsuitable the organisers reserve the right to ask you to make changes and if necessary to cease operation and pack up. Any tent or marquee canvas textiles **MUST** meet fire safety standards and have all supporting documentation.

Power

Blyth Town Council will not provide power lighting or lighting to your stall. If the running times are **NOT** within daylight hours so please ensure you have adequate lighting

Electricity on Site

Private generators are allowed on site but please note **petrol generators will not be allowed** – **the organisers reserve the right to disconnect petrol generators**. We will also ask for copies of your electrical testing and PAT certificates.

Electrical equipment must be tested and certified as fit for purpose. Equipment and wiring should be properly insulated and earthed. All sockets, plugs and wiring should be adapted for outdoor use and protected from the elements. If Event Staff find faulty or untested electrical items or connections within your stall you will be asked to disengage the equipment or may be asked to cease trading. No compensation will be paid in this instance.

Waste

You are responsible for good housekeeping throughout the event. Please keep your pitch (both front of house and back) clean and tidy. You must bring at least one front of house bin – and if it is full, please empty it!

Please leave your pitch the way you found it when you leave the event. If we find litter and waste after you have left the event, you will not be invited back to any future Blyth Town Council events, and we reserve the right to invoice you for the cost of removal.

Sound Systems

We have to comply with some very sensitive licensing conditions regarding noise levels. Please help us. We ask that you do not have a sound system at your stall. Any music at your stall must only be audible to the immediate area around your stall and must not interfere with your neighbours. If the organisers ask you to turn your music down or off, you must comply. Failure to do so may mean that your stall will be closed, and you are asked to leave with no refund.

Vehicle Passes (Not all events)

At some of our events, vehicle passes are required, so we need to know how many vehicles you will be bringing. Please keep in mind that there is often limited room for vehicles, and you are only allowed to have one vehicle parked directly behind your pitch. All other vehicles must be removed from site before the event starts and should be parked off site. There is no vehicle movement at the events during opening hours. Vehicles will only be permitted once the vehicle curfew has been lifted (approximately half an hour after the show finishes but may be later depending on how many people are still on site). **NO VEHICLE MOVEMENT IS ALLOWED UNTIL THE SAFETY MANAGER HAS GIVEN CLEARANCE.**

Please note our events are not ticketed and the sites are free for the public to roam as they please. You may trade as soon as your inspection has taken place. But **NOT** before.

Traders who arrive late, may not be permitted on site and may be asked to pay compensation to the festival.

PROHIBITED ITEMS TRADERS CANNOT SELL ANY OF THE FOLLOWING

Tobacco	No herbal or legal highs including canisters, chargers or paraphernalia.
Alcohol (unless you have a bar trade pitch)	Weapons , anything that can be interpreted as a weapon
Nothing in glass containers	Tin foil barbecues or charcoal to cook on or to sell
Fireworks of any type	E cigarettes or fluid
Sky lanterns	Inflatable dinghies
Laser Pens	Any item not disclosed and approved of for sale on your application form.

Any trader found offering prohibited items will have the items removed, asked to cease trading or to leave and may be prohibited from trading at Blyth Town Council Events in future years, and may be reported to the police.

Failure to comply with the above 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 in subsequent years.

Terms and Conditions for traders may be subject to amendment – you will be notified of any changes.

Final Checklist

If your application is successful, we will require you to submit the following documentation (if applicable)

- FHSA rating & Local Authority registration
- Public Liability Insurance
- Employers Liability Insurance
- Fire Risk Assessment
- PAT test certificates and electrical systems test certificates
- Photograph of unit
- Completed application form.

If you have these documents ready, please upload them with your application.

**Should you have any questions please contact
Julie Summers Events Manager Blyth Town Council**

julie.summers@blythtowncouncil.org.uk

01670 361668 / 07841 193753