**Trade Stand Terms and Conditions**

**Bookings:**

* Once the Trade Secretary has received your application form, along with the relevant documentation, successful applicants will be informed in writing along with an invoice. Please check your Junk Mailbox.
* All documentation such as Environmental Health, Public Liability Insurance, “Gas Safe” Certificates, PAT Testing Certificate and a Risk Assessment, MUST be valid on show day (where required) – THESE WILL BE KEPT ON FILE & spot checked on the day .
* All trade stands must be **PAID IN FULL** by **24 May 2024** – If you turn up without an Official Exhibitors Pass, you will not be allowed access to the park.
* No booking will be accepted unless it is accompanied by the appropriate documents.

**Cancellations:**

* Either party shall have the right to cancel this booking. This includes cancellation by Todmorden Country Fair committee as a result of circumstances beyond our control, including, but not limited to fire, flood, storm or terrorist attack.
* If the booking is cancelled by the Trader up to 1 month before the show, the booking payment will be returned with the deduction of a 25% administration fee.
* If the booking is cancelled during the month of the show, then we will retain the booking payment in full.
* Except to the extent permitted by Law, Todmorden Country Fair shall not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) whatsoever arising out of any booking cancellation and Todmorden Country Fair shall have no liability to pay any money to you by way of compensation, other than to refund to you the booking payment, in accordance with the terms of this clause.
* Please make your application in writing to the Trade Stand Secretary for a refund.

**Health & Safety:**

* All Exhibitors and their employee / agents attending the show or managing exhibits within the show must comply with the Health & Safety at Work Act 1974 and additional legislation as applies to the Show. Full details of the Show’s Health & Safety Policy will be available in the Trade Stand Secretary’s tent. Exhibitors are reminded to ensure they and their staff is fully conversant with and complies with all current Health and Safety regulations, particularly with respect to equipment and public safety.

**Alcohol**

* **Liquor:** May not be sold or raffled without prior permission. The Exhibitor shall be responsible for obtaining such license/temporary events notice as may be needed for the sale or supply of intoxicating liquor or otherwise and for the observance of the same. Copies of all permissions must be lodged with the Trade Stand Secretary prior to the Show.

**Data Protection:**

* Todmorden Country Fair will retain all retain all information supplied by applicants solely for administration purposed used by the Todmorden Country Fair.
* If you want your details removed, please contact the Trade Secretary on [trade@todmordencountryfair.com](mailto:trade@todmordencountryfair.com)

**Other information**

* Exhibitors/Traders must complete the entry form and send it to the Trade Stand Secretary at the address on the first page, along with the relevant documents & a stamped addressed envelope.
* All Trade Stands must be paid for by **24 May 2024** Traders without an official Exhibitor’s Pass will not be allowed access to the Show Ground.
* Bookings that have been made and fail to cancel at least 30 days prior to show day shall forfeit all fees and charges paid and any space which has been allotted – at the Committee’s discretion.
* Applications received after the **24 May 2024** will be rejected.
* Exhibitors must NOT **sublet** any portion of the space allotted to them.
* Tickets:
  1. Two free exhibitors tickets will be provided per 3M x 3M Squared stand
  2. Three free exhibitor tickets will be provided per 4M x 4M squared stand
  3. Any more tickets required may be purchased on the application form at a cost of **£5.00 each**.
  4. TICKETS ARE NOT TRANSFERABLE
* Vehicles entrance and parking display:
  1. 1 vehicle entrance and parking display per trade stand up 3m x 3M unless requested on this form
  2. 2 vehicle entrance and parking display per trade stand up to 6m x 6M unless requested on this form
  3. Any more tickets required may be purchased on the application form at a cost of **£10.00 each**.
  4. TICKETS ARE NOT TRANSFERABLE
* The Show Committee shall deal with applications for specific space at their discretion. Spaces will be allotted on a first come first served basis.
* All Traders will pitch within their allotted space – Traders will NOT be allowed to change their site – Any traders who do not occupy their allotted space will be removed from the ground and no refund made**.**
* All Traders are able to set up between the hours of 10.00am – 5.00pm on the Friday before the show and between 7.00am & 9.00am on the day of the show.
* **There will be no vehicle movement between 9.30am & 5.15pm**. Todmorden Country Fair trading hours are between 10.00am & 5.00pm
* Generators will not be left running over night
* All Traders will be able to remove their stand between 6.00pm & 9.00pm on the day of the show or the following morning. Exhibits not removed may be moved at the expense and risk of the Exhibitor
* Security is on site from the Thursday night prior to the Show to Sunday. The Todmorden Country Fair organizers accept no responsibility for loss or damage to exhibitors’ produce and equipment.
* No motor vehicle may remain in the showground during the time the show is open, unless permission of the Trade Stand Secretary (in writing) is obtained.
* No turf shall be lifted by Traders except where absolutely necessary for the display of an exhibition, in which case the prior permission of the Trade Stand Secretary should be obtained. The cost of reinstating and making good must be defrayed by the Trader.
* All stand holders, of miscellaneous articles for sale must state full particulars on the Trade Stand entry form**.**
* The sale of goods by shouting, aggressive sales pitch or other annoying behaviour is forbidden.
* The Todmorden Country Fair Committee, through the Trade Stand Secretary, shall have full and free right to refuse to accept any entry, to cancel any entry after being made and accepted, to refuse admission to the Showground of any proposed exhibit and/or order to be removed at the risk and expense of their own thereof, of any exhibit which has been admitted to the Showground.
* There shall be no obligation upon the Todmorden Country Fair Committee to make or offer any explanation of reason or any such action and the Todmorden Country Fair Committee shall not incur any liability for responsibility in the matter. Todmorden Country Fair **has a ZERO TOLERANCE POLICY – any Exhibitor/Trader or Trader’s staff found to be abusive or aggressive will be removed from the Showground and no refund made.**
* The Todmorden Country Fair Committee, shall not be responsible for any accident, damage or loss, however caused, that may occur to any Exhibitor, or his servant, or to any Article, Animal or Property brought onto the showground, or while entering or leaving the said showground. Each exhibitor shall be solely responsible for any loss, injury, damage that may be done to or occasioned by or arising from any machinery or other article or any animal or property exhibited by him/her and it is a condition of entry that each exhibitor shall indemnify and hold blameless The Todmorden Country Fair Committee from and against all actions, expenses and claims on account of any such damage or injury.
* Todmorden Country Fair Committee will not be responsible in any way for any claim for compensation or otherwise in regard to the holding or withholding of the Show, or for anything out of or connected herewith.
* The Todmorden Country Fair Committee’s Rules and Regulations governing the show are open to inspection at the office of the Trade Stand Secretary
* All stands will be responsible for the removal of all litter within their own area, this should be taken away or placed in the skips on the showground. If any litter is left on the show ground, then there will be a charge of £50.00 and may be refused a trade stand the following year.
* All traders must have the relevant certificates such as: Environmental Health, Public Liability Insurance and Gas Safe Certificates valid on show day – THESE SHOULD BE SENT WITH INITIAL APPLICATION FORM and MUST be available on the show day subject to spot checks on the day be the Trade Stand Secretary. We require a minimum of 4\* Rating.
* **Electrical** - All Electrical equipment will be installed, so far as is reasonably practicable, so that the public or unauthorised employees cannot interfere with the equipment. All equipment exposed to weather will be suitably protected. All electrical installations will be fitted with Earth Leakage Circuit Breakers and Earth Spikes.
* **Generators** Diesel only – All portable generators for electrical power supplies will be appropriately located and guarded from unauthorised persons and the public. All generators will be fitted with Earth Leakage Circuit Breakers and Earth Spikes. Refilling of generators must be carried out by two competent persons – one being a fire watcher with a fire extinguisher to hand. The generator must be shut off whilst refilling and spare fuel must be stored in a safe place and away from any heat source. **Additional advice is contained in HSE Guidance Document GS50 – (2nd Edition) – “Electrical Safety at Places of Entertainment”.**
* Liquid petroleum gas appliances must have a “GAS SAFE” Certificate and gas cylinders to be stored in a safe position.
* Live animals including goldfish must not be sold or offered as prizes or brought onto any trade stand, without prior written agreement with the Trade Stand Secretary.
* The Todmorden Country Fair committee reserves the right to change these regulations up to 30 days before the Show.

Before signing this application form, you should carefully read the Terms and Conditions set out above and included with this agreement.

I/We, the undersigned, agree to conform as a Trader to all Rules, Regulations, and Terms & Conditions of Todmorden Country Fair (copy enclosed) and undertake to notify my/our Representatives or Agents of them.

Name: ………………………………… Signature: …………………………………

Business ………………………………… Date: …………………………………