



## Wokingham Winter Carnival 2023 – Terms & Conditions

### Definitions

- The 'Organiser' is the Wokingham Lions Club CIO.
- The 'Event' is the Wokingham Winter Carnival and the 'Event Day' is Sun 26th Nov 2023.
- The 'Stallholder' is the individual and/or the organisation named on the Application and Booking Form, who takes an uncovered pitch.

### 1. General

- 1.1 All pitches are defined as an identifiable 3m x 3m (standard) area in the Town, with no cover or facilities, from which a stallholder can trade.
- 1.2 All stalls are allocated on a first come basis and the decision of the Organiser in all matters is final.
- 1.3 All stall holders must have appropriate Public Liability Insurance (PLI) covering their activity on the day with a *minimum value of £5m*. **A copy of the stallholder's current PLI must be sent with the booking** and a copy of your insurance certificate should be displayed on your stall on the day. If the insurance policy expires *before* the Event Day, an updated copy must be sent to the Organiser as soon as it becomes available ahead of the Event Day, and similarly displayed as above.
- 1.4 The Organiser reserves the right to decline any application deemed to be unsuitable for the Event.
- 1.5 All sale/ride prices must be clearly displayed and cannot be increased during the day.
- 1.6 Any rules or regulations required for your stall, including health & safety regulations must be clearly displayed throughout the day.
- 1.7 Any mechanical equipment, including generators, must be declared in advance and must be reasonably quiet, preferably under 70dBa. We reserve the right to bar anything that we consider to be excessively noisy.
- 1.8. Any current COVID regulations and advice, specified at [www.gov.uk/coronavirus](http://www.gov.uk/coronavirus) must be adhered to by the stall holders.

### 2. Payment

- 2.1 Applications will not be processed until the total booking fees are paid in full. The means of payment are listed on the application form.
- 2.2 Refunds will be provided in the following circumstances:
  - a) If the Organiser declines the application form, the full booking fee will be refunded.
  - b) If the Event is subsequently cancelled by the Organisers, the full booking fee will be refunded.
  - c) If the stall holder cancels at least 30 days prior to the Event Day, then the booking fee will be refunded
  - d) If the Stallholder cancels less than 30 days prior to the Event, regrettably no refunds will be made.

### 3. Stallholder's Responsibility

- 3.1 Sending a copy of your PLI, covering the day of the event, is a requirement for a potential successful application for a stall. No PLI no Stall.
- 3.2 Check as to whether you need to send the Organiser a Risk Assessment. If your stall involves heating, lighting, any type of machinery (including generators), food, animals or inflammable materials, or activities where there is a possibility of risk of injury to members of the public, you should **forward a copy of your Risk Assessment alongside your application to [stalls@wintercarnival.co.uk](mailto:stalls@wintercarnival.co.uk)** and no later than September 30<sup>th</sup> 2023. Note that even if you do not need to send the Organiser a Risk Assessment, your own insurer will likely require you to have one.
- 3.3 It is the responsibility of the Stallholder to provide all gazebos, tables or chairs or other furniture that they require. All gazebos must have their legs weighed down, ideally with purpose made weights.



- 3.4 There is no on-site power. Generators used must be of the silent type and have been maintained in accordance with the manufacturer's guidance. It must be positioned so that, in the opinion of the organiser, it does not present a danger or nuisance to the public and other stallholders. A suitable working fire extinguisher must be provided.
- 3.5 For safety reasons, all Stallholders must ensure that their stalls are set up by the advertised starting time and not cleared away until after the advertised finish time. During the event day, no vehicular movement into, out of or within the Carnival areas will be allowed between 30 minutes before the start time and after the finish time (approximately 17.00).
- 3.6 All stallholders are responsible for clearing away and taking home their rubbish generated by their stall and in the surrounding vicinity around the stall. Where possible we encourage stall holders to recycle any of their waste. Stallholders selling food should avoid using polystyrene containers wherever possible.
- 3.7 Any damage whatsoever and howsoever caused by the Stallholder on the Event Day must be rectified by the Stallholder at the Stallholder's own cost.
- 3.8 The Stallholder may not assign their allocated stall to another trader or organisation unless agreed by the Organiser in advance.
- 3.9 It is the responsibility of the Stallholder and implicit in this agreement that all Licences, Permits and/or Hygiene Certificates required by the Stallholder in order to operate their stall are obtained prior to the Event Day. Copies of the relevant Licences, Permits and/or Certificates should be available for inspection at the Event and where applicable displayed at the Stall.
- 3.10 Please note that it is an offence to sell, or donate as a prize, alcohol to anyone under the age of 18.
- 3.11 All Stallholders should undertake a risk assessment of their own stall to identify and minimise risks and to ensure that the stall is in full compliance with current Health and Safety and Food Standards legislation. A copy of your risk assessment should be available for inspection at the Event.
- 3.12 Local Craft stallholders must have an address with a Wokingham Borough Council Postcode. Check [here](#). Local Craft stallholders outside the Wokingham Borough area are classified as Trade/Commercial. Local craft is defined as selling handmade items not made in a factory.
- 3.13 Registered Charities must give their Registration Number.

#### **4. Governing Law**

This agreement shall be governed and construed in accordance with the laws of England and Wales.

#### **5. Data Protection**

The Stallholder agrees that their details may be held on file for the purpose of administering this Event and future events. For more information please read our Data Privacy Notice at [www.wokinghamlions.org.uk/data-privacy-notice](http://www.wokinghamlions.org.uk/data-privacy-notice).

Date: 8/6/23

[www.wintercarnival.co.uk](http://www.wintercarnival.co.uk)

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