

## **Booking Terms and Conditions**

The Big Green Market (hereinafter called 'The Company') is hereby deemed the organiser of all themed events as described in the Event Information and the Booking Terms and Conditions as set out below. All cheques should be made payable to:-

**The Big Green Market**

The Big Green Market is Limited Liability Partnership

### **THE BOOKING**

Please read these conditions carefully before completing your booking form. The conditions are included to safeguard both you as a trader and the company as an organiser. They represent the minimum standards acceptable by both parties. On completion of your booking form you must tick the box that indicates that you have read, and will comply with these terms and conditions.

### **PAYMENTS.**

- 1 All booking forms must be completed in ink and all questions must be answered. Attention is specifically drawn to items 10 and 11 below.
- 2 A deposit payment of 50% of the total cost of each event is due on the day of booking unless otherwise stated.
- 3 The balance payment for each event is due 6 weeks prior to the start date of the booked event unless otherwise stated.
- 4 Any booking accepted less than 6 weeks before the event date requires a payment in full.
- 5 We will invoice stallholders on receipt of their booking form for their deposit payment. Payments should be by cheque (made out to the **The Big Green Market**) . Deposit payments by electronic funds transfer can be made to **The Big Green Market** account; details of which are available on request. A provisional booking is not deemed to be confirmed by the Company until such deposit payment has become cleared funds into the company account.

### **CANCELLATION OF BOOKING BY THE TRADER.**

- 6 In the event that a stallholder wishes to cancel his/her booking for an event, deposit and final balance payments received by the company are non-refundable, except in the following circumstance:-
- 7 On being informed in writing that a trader wishes to cancel a booking, the Company will make best efforts to find a suitable replacement trader. If this proves possible, and when the replacement trader has completed the booking and paid in full for the event, a refund, less any expenses incurred by the company in the search for the replacement trader will be made. Refunds, however, cannot be guaranteed and are

less likely to be possible the nearer to the event the cancellation is made.

### **ACCEPTANCE AND COMPLIANCE POLICY.**

- 8 All bookings for events must contain detailed information on the products that are proposed for sale at events. The organiser reserves the right to reject applications should certain criteria not be met. The organiser further reserves the right to dismiss stalls on the day of the event or during the event if it is deemed that the products on sale do not match the description detailed in the application form. Photographs of both stalls and products may be required to support applications.
- 9 It is the responsibility of all traders selling food stuffs to comply with the current environmental health legislation and to have training certificates displayed for public view where appropriate. In all cases, the organiser must consider the local environmental health representative decision on any hygiene issue, to be final.

### **INSURANCE**

- 10 All traders are responsible for their own Public Liability Insurance. That insurance must be for a minimum of £5 million pounds.
- 11 Failure to present such evidence on request by the company or any duly authorised person could result in the stall being asked to leave the event. In all cases, details of public liability should be included in the booking form for each event.

### **CANCELLATION OF EVENT BY THE COMPANY**

- 12 Should an event be cancelled by the company for whatever reason, the trader will be offered an alternative event at the same or higher cost. If the cost of the alternative is higher, the cost of the cancelled event shall be applied i.e. there will be no additional cost. The alternative offered will be an event that the organiser considers to have at least the same chance of success in terms of trading opportunities.

### **LIMIT OF LIABILITY**

- 13 The company will not be held responsible or liable for the following circumstances that may affect trading:
- Acts of God including all adverse weather conditions
  - Public demonstrations
  - Acts of terrorism
  - Mechanical failure of any power supplies
  - Failure of a trader to arrive at the event for whatever reason on any one day of the event's duration.
  - Accidental damage to goods
  - Personal injury to a trader or member of the public in the vicinity of any trading area within the event.

### **TRADER'S RESPONSIBILITIES**

- 14 It is the trader's responsibility to ensure that all scheduled times are kept. Failure to arrive at the appointed set up time could result in a stall being refused permission to set up on the day.
- 15 The trader undertakes to remain for the entire duration of the event as specified on the event information details.
- 16 Attendance of only part of the event must be negotiated prior to the event and only exceptional circumstances will be considered.
- 17 Any decision to leave an event before its completion will be deemed unacceptable by the company. Only in the most exceptional circumstances and then only by agreement with the company representative on hand at the time, will a trader be allowed to leave before the stated completion day and time of the event.

### **SPECIAL CONSIDERATION REQUESTS BY THE TRADER**

- 18 Any concerns or requests for special considerations must be communicated in writing to the organisers with the initial application. Any matters arising after such time should be communicated in writing at the earliest opportunity. Issues raised during or after an event are likely to have less chance of being resolved.

### **REFUSAL OF FUTURE BOOKINGS**

- 19 The company reserves the right to refuse a place on any future events to traders who have wilfully failed to comply with any of the above conditions.