

Daventry Town Council Bark in the Park Event

The Hollow, Daventry

TERMS AND CONDITIONS FOR TRADERS

Daventry Town Council dictate the conditions under which the event operates, and each Trader must abide by these terms and conditions and satisfy Daventry Town Council that they are bona fide Traders.

These terms and conditions govern the Traders in the event area. Any Trader who contravenes any of the terms and conditions, statutory provisions, regulations, order of any byelaws relating to the event, may be refused permission to use a pitch at the event and may not be allowed to attend future events.

Traders Criteria:

- I. **Locality** – Priority will be given to Daventry based companies and surrounding areas, then further afield. This is at Daventry Town Council's discretion.
- II. **Diversity** – Daventry Town Council aim to include a wide variety of stalls/services and endeavour to avoid duplication within events where possible. This however does **not** guarantee exclusivity.
- III. **Food Hygiene** – We will only accept stall holders selling food/drink with a Food hygiene rating of 4 and above.
- IV. **Suitable Gazebo** - Gazebos must be suitable for outside use on grass, pegged down securely or with a minimum of 25kg weights per leg.
- V. **Suitability** - The products/services should be appropriate/relevant to the event with regards to pricing, target audience and season. This is a family friendly event.
- VI. **Charities & Not-For-Profit** – we have a limited number of spaces available for these organisations. This is at Daventry Town Council's discretion.

1. GENERAL

- 1.1. A stall space is not guaranteed until all information and requested documentation has been received and we have written to the Trader confirming their space. These include (where applicable):
 - Risk Assessments – this can include a Covid-19 section
 - Relevant Insurances
 - Gas/Electrical compliance certifications
 - Food Hygiene rating/certification
 - TENS License
- 1.2. Daventry Town Council reserves the right to decline any application if it considers that any trade or product/service will be over-represented.
- 1.3. Not all applications will be successful, and Daventry Town Council reserve the right to refuse applications without having to justify their decision.
- 1.4. Each Trader should apply for permission to trade at the event by completing the online 'Bark in the Park Stall Holder Application Form' together with the required documentation.
- 1.5. We are asking all stall holders to provide a bowl located next to their stall filled with water for dogs attending the event on the day.

2. INSURANCE AND LIABILITY

- 2.1. All Traders must hold a valid insurance policy for Public Liability Insurance for claims of up to £5,000,000 and make it available, together with a receipt for the current premium to Daventry Town Council. Traders not holding this cover will not be permitted to trade at the event. Where applicable, valid Product and Employee insurances must also be provided.
- 2.2. All Traders shall indemnify Daventry Town Council from and against all actions, proceedings, damage, claims, losses or outgoings of whatever nature arising out of the Trader's use of any stall, pitch, vehicle or stand etc. at the event.
- 2.3. A Trader shall have no claim for compensation for any loss whatsoever on the termination or suspension or where a pitch is not available or made available to the Trader for whatever reason, nor for loss or damage to stock, to stalls or to any other items brought to the event by the licensee.
- 2.4. Daventry Town Council will not be responsible for personal injury or death unless the personal injury or death has been caused by the negligence of Daventry Town Council or its officers or agents.

3. PITCHES, CHARGES AND SERVICES

- 3.1. Daventry Town Council provide a standard 3m x 3m or double 6m x 3m space on an open grass field. Alternative pitch sizes are available on request.
- 3.2. Traders must comply with the directions of the Events Officer or other authorised Council Representative and no other action shall be carried out on a stall other than that for which the Trader is granted permission.
- 3.3. Traders are to provide and operate at their own expense the agreed outlets. This includes their own stall, all equipment and fuel necessary for the efficient running of the outlet.
- ~~3.4.~~ Daventry Town Council charges a £40 nonrefundable deposit per pitch/stall and all proceeds will go to the Mayors chosen charity. Failure to attend on the day, or cancel within 7 days of the event happening, the deposit will not be refunded.
- 3.5. Allocated pitches shall only be held until 11.00am on the day of the event. After that time the Events Officers or other Council Representative may re-allocate the pitch to another Trader.
- 3.6. Traders are to use the specified pitch allocated to them by the Events Officer or other authorised Council Representative only and shall not place goods, furniture or display boards beyond this area without prior permission.
- 3.7. Traders are to permit the Events Officers or Council Representative to enter their stall for the purpose of examining the conditions, health and safety or for any other reasonable purpose deemed necessary by Daventry Town Council.
- 3.8. Traders are to leave the site in the same condition as it was when they arrived. If the Trader unreasonably damages the ground and immediate vicinity of their designated space including trees, shrubbery, flowers etc. they shall reinstate the same to the condition in which they found it. Any damage to the site caused by Traders will be rectified and paid for by them.

4. TRADING HOURS, LOADING/UNLOADING AND PARKING

- 4.1. Traders are to drive at a maximum of 5mph whilst driving on or off site whilst always following guidance from the Events Officer or other authorised Council Representative.
- 4.2. Traders are to arrive on site to set-up between 9.00am – 12.00am (timetables will be sent prior to the day).
- 4.3. The entrance to the event will be closed at 11.00am. Access after this time will be strictly prohibited due to health and safety as this is a public area.
- 4.4. Traders must be in position on the day of the event ready to be trading for 12.00pm and continue through to the end of the event.
- 4.5. All vehicles **must** be kept on site and parked directly behind allocated pitch space.
- 4.6. No vehicles will be allowed off site for restocking purposes during the event hours.
- 4.7. Traders should not pack up before the end of the event as a courtesy to fellow Traders and for the safety of the general public.
- 4.8. Exit times maybe staggered once the event has finished. You will be advised of your exit time on the day by your steward so that everyone can leave safely, securely and quickly.
- 4.9. Traders will not be able to leave site until approximately 5.00pm or as advised by the Events Officer and any representatives of Daventry Town Council.
- 4.10. The Events Officer or other authorised Council Representative will monitor the weather and wind speed prior to and during the event for exceptionally adverse weather conditions (heavy rain, snow, wind speed in excess of 30mph). This may vary any of the hours specified in these terms and conditions or potentially close the event for everyone's safety.
- 4.11. We reserve the right to cancel the event at any time. Expenses and/or items bought by the Traders in advance specifically for the event will not be reimbursed.
- 4.12. Daventry Town Council cannot and will not be responsible for the loss of trade and/or goods due to weather conditions.

5. GOODS AND SERVICES

- 5.1. Traders shall sell or offer for sale only the goods listed on their application form and that are in-keeping and appropriate for a family friendly event. Traders may not amend the approved list unless Daventry Town Council are notified in writing and approval for such variation has been given.
- 5.2. The identity of the Trader shall be clearly and prominently displayed at all times and shall give the trading name and address of the Trader.
- 5.3. The Trader shall display prominently the prices of all goods being sold.

6. LITTER AND WASTE

- 6.1. Traders whose activities generate rubbish (e.g. hot food, refreshments, sweets, toys, etc) must provide and maintain sufficient rubbish bins around the immediate vicinity of their stall/vehicle/s for the public and ensure that these are emptied regularly and kept tidy.
- 6.2. Traders must take all goods, materials, containers, receptacles, equipment, and rubbish with them when they vacate the pitch - the public waste bins are not to be used by stall holders.
- 6.3. If a trader fails to comply to these terms they may not be permitted to attend future events.

7. BEHAVIOUR

- 7.1. The following must always be observed by Traders and/or their employees:
 - No arguing
 - No fighting
 - No drugs or alcohol (consumption)
 - No inappropriate language
- 7.2. Traders are expected to present a positive image at the event and treat customers, fellow Traders, the Events Officer and any representatives of Daventry Town Council and others with respect and courtesy.
- 7.3. Traders must demonstrate respect and be mindful of comments and inappropriate language made whilst trading and/or on social media and/or any publications. These are family friendly events.
- 7.4. A Trader shall not, to the annoyance of any other person or trader, use any loudspeakers, noisy instruments, or loud music.

8. SMOKING OR VAPING

- 8.1. Stall holders will not be permitted to smoke or vape within the confines of the event area.

9. GENERATORS AND LPG

- 9.1. The use of generators are permitted on site but must be kept out of reach from the public. A Competent Person **must** check the connections prior to arriving at the event site (Note: Competent Person means someone who has completed this task before, knows the procedure and what to look for)
- 9.2. The use of LPG is permitted on site. All stall holders must ensure that any gas/LPG appliance, installation, pipework or flue in use at the 'Bark in the Park event' is maintained in a safe condition so as to prevent risk of injury to any person. For this purpose, gas appliances must be serviced annually by a Gas Safe registered engineer in order to ensure that appliances continue to operate safely. The engineer's report must be retained and produced upon request by the Events Officer or other authorised Council Representative. A Competent Person **must** check the gas cylinder connections prior to arriving at the event site (Note: Competent Person means someone who has completed this task before, knows the procedure and what to look for)
 - Do not assume that since the last event the gas connections are safe.
 - 5 Point check list for consideration regarding gas cylinder use on site:
 1. Don't open the valve until connected.
 2. Check for leaks by at least smelling around the connection for gas.
 3. Don't hesitate to warn people.
 4. Leave a cylinder to discharge before going back to it.
 5. If you are unsure ask for help.

10. ELECTRICITY

- 10.1. Power is not available on this site.
- 10.2. Traders must ensure that all trailing cables are covered with an anti-trip matting.
- 10.3. Traders must only use electrical equipment that is in good condition, weatherproof and suitable for outside use.
- 10.4. All electrical equipment must have a valid up to date PAT test certificate which must be sent in advance. This must be made available on the day of trading upon request by the Events Officer, any Council Representative or our contractor.
- 10.5. All electrical equipment must be protected from the public and be used in a safe manner.

11. HEALTH AND SAFETY

- 11.1. Traders have a duty to protect themselves and others from health and safety risks created whilst trading. Such activities can include, but are not limited to:
 - Setting up and packing away.
 - The supply and use of electrical equipment, materials and substances.

- The use of any gas appliances or powered tools.
 - The movement of vehicles on and off site.
- 11.2. Slips and trips are the most common hazard to pedestrians from the items placed on the ground, including trailing leads and spillages. All trailing cables must be covered with an anti-trip matting.
 - 11.3. All fixtures and fittings should be in good condition and securely erected.
 - ~~11.4.~~ Protrusions from the stall should not pose a risk to passers-by or cause obstructions.
 - 11.5. Gazebos must be suitable for outside use on grass, pegged down securely or with a minimum of 25kg weights per leg and securely fixed in place using clips/ties that are in good condition and fit for purpose. Anti-slip mats placed under each weight are encouraged.
 - 11.6. Any Trader handling food for public consumption must be aware of and compliant with the current Food Safety Legislation and have registered with their Local Environmental Health Improvement Team as a food business.
 - 11.7. Traders shall keep and maintain sufficient fire extinguishers and/or other safety equipment and ensure that all such equipment is always operable and ready for use whilst onsite.
 - 11.8. All electrical equipment, LPG, generators, or hazardous equipment must be protected from the public's reach and used in a safe manner.

12. EQUAL OPPORTUNITIES POLICY

- 12.1. Daventry Town Council is committed to equal opportunities where it applies to both the running of, and the trading on the event. This means that no one will be treated less favorably or suffer any detriment on the grounds of sex, race, ethnic origin, marital status, sexual orientation, age or disability.
- 12.2. Daventry Town Council is also committed to anti-discriminatory practices with regards to the service our customers, clients, or contractors on the same grounds as above this means that no Trader may abuse or refuse service to any customer on the grounds of sex, race, ethnic origin, marital status, sexual orientation, age or disability.

13. COVID-19

- 13.1. Traders are to comply with the latest government guidelines relating to Covid-19.
- 13.2. Traders are encouraged to maintain hygiene by keeping stall/communal surfaces clean.
- 13.3. Traders are encouraged to practice frequent hand cleansing/sanitising.
- 13.4. If you or your staff are showing any symptoms of Covid-19 we encourage you not to attend the event.

14. TERMINATION

- 14.1. Daventry Town Council reserves the right to request the removal of any Trader who has breached any of the Terms and Conditions or falsified application information or whose actions are not in the best interests of event.
- 14.2. Any Trader who breached any of the Terms and Conditions, falsified any application information or whose actions are not in the best interests of the event may be excluded from any future events.
- 14.3. The Events Officer or Council Representative can seek help in removal of a Licensee, employee/s, attendants, or any other person associated with the Licensee, who in the Events Officer's opinion, is causing a nuisance, annoyance or danger to the other Traders, Daventry Town Council Representatives or the public or who damages any property of Daventry Town Council.