**Pontarddulais Town Council**

**Summer Festival - Saturday 15th June 2024**

**TERMS & CONDITIONS**

The festival registration form requires traders to agree to these terms and conditions. In returning the registration form and paying the required fee, traders agree that they have read and understood and agree to be bound by these terms and conditions.

**Registration**

All stallholders must complete the registration form which is available on our website [www.pontarddulaistowncouncil.gov.uk](http://www.pontarddulaistowncouncil.gov.uk). If you cannot get online, please let us know and we will arrange to send you a hard copy of the registration form. The form requires you to agree to our terms and conditions, therefore we cannot complete it for you:

The form should be returned via email to events@pontarddulaistowncouncil.gov.uk or by post to: Festival Registration, 45, St. Teilo Street, Pontarddulais, Swansea SA4 8SY

* Acceptance of your registration and the payment in full of the appropriate fee entitles you to the occupation of one pitch by your organisation for the trading period plus time for setting up/clearing away. Please note that until we respond confirming that you have a pitch, you are not guaranteed one.
* Any messages that we leave using the contact details provided in your registration are deemed to have been adequately notified to you – it is your responsibility to ensure that you check for any messages from us.

**Insurances and liabilities**

In registering for a pitch, at all times you agree to indemnify and keep indemnified the landowner (leased by Pontarddulais Town Football Club) and Pontarddulais Town Council from and against all actions, proceedings, costs, claims and demands for injury to persons or property arising out of or in connection with the granting of the permission to grant you a pitch, unless such injury or damage shall arise from any act or omission of the landowner of its obligations under this permission.

You must ensure adequate insurance cover is in force to cover the use as granted. The level of public liability cover you must have in place is £1m for City and County of Swansea, or £5m if selling food, for any one incident. Each stallholder/exhibitor should be able to produce evidence of their insurance cover.

You should also ensure that you have adequate employee liability insurance cover to cover your activities and you should be able to provide evidence of this as required by law and also on request by Pontarddulais Town Council.

Where relevant, each stallholder should have in place Product Liability Insurance to an appropriate level of cover. By agreeing to these terms and conditions you also indemnify and agree to keep indemnified Pontarddulais Town Council from any claims made against you as a result of your products or services.

Any articles, including (but not exclusively) stock, equipment, vehicles, money and personal possessions, that are brought by you, your staff, volunteers, partners or customers are solely your responsibility, and neither the Pontarddulais Town Football Club as the landowner, nor Pontarddulais Town Council shall be liable for any loss or damage thereto.

Without prejudice to the above, by registering for a pitch you agree to indemnify Pontarddulais Town Council against all actions, proceedings, costs, charges, claims, expenses and demands arising from any failure on your part to obtain the relevant licenses/consents or to hold adequate insurance cover.

**Health and safety**

Stallholders are responsible for their and their customers’ health and safety. Stallholders should have a risk assessment in place and appropriate training for any staff/volunteers. It is your responsibility to ensure that all cooking/heating appliances are fit for purpose – we reserve the right to require you to cease using an appliance if it is considered to be unsafe or that it will create an unacceptably high risk to public safety.

You may use large batteries for powering equipment if appropriate and in line with manufacturer’s guidelines for use, but petrol or diesel generators are not permitted.

Gas canisters must be appropriate for use, and stall-holders using gas canisters must check the connections and integrity of hoses before and after assembly.

It is a requirement of trading that you must carry out a risk assessment appraisal and if asked this should be available for inspection.

**Produce**

All produce should meet the expectations of customers for good quality, fresh, wholesome products.

You may not carry out any trade that is licensable under the Licensing Act 2003 (as amended) unless with our express written agreement. Of the 4 licensable activities defined by the Act, the three that might be relevant to the festival are:

1. the sale by retail of alcohol;
2. the supply of alcohol by or on behalf of a club to, or to the order of, a member of the club; and
3. the provision of regulated entertainment.

If you are selling age restricted products (for example confectionary containing alcohol) then you must provide us with evidence of any relevant licenses and clearly display any age restrictions. You must adhere to age restrictions and follow industry best practice when selling any such items.

Where relevant, all food and drink producers must adhere to Local Authority Environmental Health regulations and all producers must be registered with the Environmental Health department of their own Local Authority, if this is required, for the type of product they sell. It is the responsibility of stallholders to ensure that they comply with the relevant regulations and standards for Environmental Health.

If applicable, stallholders must have an appropriate Food Hygiene Certificate and clearly display it at each market. Stallholders are required to meet all legal food hygiene requirements with regards to the production, transport, display and serving of food.

All produce should be labelled with the name and address of the producer with the weight in metric and clearly priced accordingly, where appropriate. For loose or unpackaged produce, price lists should be displayed, including measures.

**Legal trading**

In completing a registration form and accepting these terms and conditions you are confirming that you are legally permitted to trade and work in the UK.

All stallholders must comply with all relevant trading legislation, including fair use of weights and measures and compliance with any copyright and trademark rules and Trading Standards.

In completing a registration form and therefore accepting these terms and conditions you confirm that you have registered with HM Revenue and Customs and that you are fully responsible for any and all tax and national insurance contributions for you and/or your organisation as well as any employees that arise as a result of your trading activities at the festival.

**Data protection**

We are required to pass details of all food stalls and other relevant traders to Environmental Health and Trading Standards and by registering with us all stallholders consent to having their details passed on to the relevant Environmental Health, Trading Standards, licensing and any other appropriate authorities required by law or by the relevant regulating bodies. In registering you also consent to Pontarddulais Town Council. keeping your details on file following the festival(s) for which you have registered, and you agree to ensure that the contact details Pontarddulais Town Council holds for you are up to date.

**Facilities**

There is no water supply on the festival field. Stallholders are responsible for providing their own water.

Toilet and hand washing facilities will be available.

Pontarddulais Town Football Club have offered use of toilet facilities for stallholders and water will be available at the changing room building. Stallholders are expected to use these facilities in the manner for which they are intended – they may not be used for washing of goods/utensils or similar, and they may not be used for the disposal of any waste water. We expect stallholders to ensure that these facilities are left in the same condition that they find them in. We cannot guarantee access to any of these facilities.

**Waste**

Bins will be available on-site for stallholders to deposit waste which must be separated and bagged appropriately for recycling. Stallholders are responsible for maintaining cleanliness in, and in the immediate vicinity of their pitches and for removing any waste and cleaning up their pitch area before leaving the festival. Failure to comply may lead to future applications being refused and the council reserves the right to make a surcharge to cover the costs of cleaning in that event.

All waste must be disposed of in an environmentally friendly manner. Traders may not use the public waste bins located in the Coedbach park for disposal of waste. Traders are fully responsible for any costs associated with dealing with waste produced as a result of their trading and traders are encouraged not to use wasteful packaging and to also use packaging that is made from recycled materials and/or can be easily recycled.

Stallholders must collect and dispose of waste water appropriately. No solids, oils, fats or contaminated water may be disposed of in drains in the park.

**Punctuality**

Stallholders will be notified of the time range they should arrive, and be set up ready for the start of the trading period of the festival, and at the latest half an hour before it begins. Stallholders should not cease trading until the end of the trading period unless in extenuating circumstances. Late arrivals may forfeit their right to a pitch where notice of late arrival is not given in advance.

No access to sites will be permitted to vehicles less than half an hour before the festival begins, unless prior arrangements have been agreed.

**Music and noise**

If you wish to play a radio or recorded music, you must possess the appropriate licences to do so and you must be able to provide copies of these to us in advance.

You must keep noise to reasonable levels – the use of PA systems, loud hailers or other sound amplification is not permitted unless you have received prior permission from us.

Live music requires separate licensing and you cannot provide this as part of your pitch.

**Fees**

Stallholders will pay the fee to trade at the festival in full and in advance to Pontarddulais Town Council. Payments should be made by bank transfer via the details sent by email when allocated a pitch. Payments must be received by **Friday 31 May 2024**.

Should the fee be paid late, Pontarddulais Town Council cannot guarantee the availability of a pitch.

Completion of a registration form does not guarantee a pitch. Pontarddulais Town Council will inform applicants if they have been successful in securing a pitch.

Under no circumstances will pitches be let without prior payment.

**Cancellations**

If you wish to cancel your pitch booking, the following cancellation terms apply:

1. Cancellation with more than 7 clear days notice–full refund
2. Less than 7 clear days notice but more than 48 hours notice (from the start time of the festival) – half of the booking fee will be retained with the balance refunded
3. Less than 48 hours notice (from the start time of the festival) – the full fee will be retained by Pontarddulais Town Council.
4. No fees will be refunded for late arrival at any market or for any cessation of trading that occurs as a result of a breach of these terms and conditions.

Should stallholders book and then cancel, Pontarddulais Town Council reserves the right to refuse participation in future markets.

Pontarddulais Town Council reserves the right to refuse participation in the market to anyone that it feels could or does conflict with its equal opportunities policy.

**Force majeure**

We do not accept liability for any consequential loss, damage, delay, disruption, or non-fulfilment of any agreement due to forces beyond our control. For the avoidance of doubt this includes any delays or cancellation that may be caused by periods of inclement weather.

In the event of any delay or non-fulfilment of any agreement arising from the above clause, we shall not be liable to pay you for any consequential loss or damages as a result of the delay, disruption or cancellation of the festival.

If we have to cancel the festival it will likely be due to weather conditions and therefore will be at short notice. We will endeavour to reach all stallholders, using the contact details you have provided, immediately following any decision to cancel. You should check the Council Facebook feed and website if the weather is poor – we will also post notices there.

If we have to cancel the festival at short notice before the day of trading then we will refund your booking fee.

In the event that the festival has begun but then has to cease trading early due to poor weather we will not refund your fees as at that stage we will have incurred all of the costs of set up. This is part of the risk of trading outdoors.

You are wholly responsible for ensuring that your products and displays are suitable for outdoor trading and you agree that Pontarddulais Town Council is not responsible or liable for any damage or loss of goods caused by inadequate protection against/exposure to the weather.

**Marketing, publicity and signage**

You may affix temporary signs to your pitch covering provided that they pose no hazard to the public as a result of falling or becoming detached.

All signage should be appropriate to a wide public audience, including children. Pontarddulais Town Council reserves the right to require you to take down any advertising or signage deemed offensive or inappropriate.

**Other requirements**

Pontarddulais Town Council expects all stallholders to maintain the highest standards of equalities in all of their activities. We reserve the right to refuse registrations from organisations or individuals that we consider contravene our equality standards.

Stallholders agree not to do anything that would bring Pontarddulais Town Council into disrepute.

Pontarddulais Town Council has a zero-tolerance approach to abusive behaviour towards its members or volunteers. We reserve the right to refuse pitches at future festivals as a result of abusive behaviour.

A waiver by us of any of these terms and conditions in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach of it and in such cases all other terms and conditions shall not be affected by the waiver of one or more individual terms.

Should any of these terms and conditions prove unenforceable, it shall not affect the remainder of the terms and conditions.

In the unlikely event of a formal dispute, these Terms and Conditions shall be governed by and construed in accordance with English and Welsh law and by registering with us you agree to submit to the jurisdiction of the English and Welsh courts.

Pontarddulais Town Council reserves the right to exclude any stallholders who do not comply with the above terms and conditions. The decisions of Pontarddulais Town Council and any of its employees/councillors/volunteers are final.

**The council recognises that for some people this will be their first experience of festival trading. If you do not yet comply with the above, please let us know and we can signpost you to the relevant support agencies that may be able to help you.**

**FAQ’S (frequently asked questions)**

**What is a pitch?**

A pitch is a single square measuring 3m square and is located on the main field. We will determine the location of pitches on the day.

**Sharing pitches**

Pitches may be shared, in which case all stallholders sharing the pitch MUST complete a separate application form and all must agree to these Terms and Conditions (the application form allows for you to supply the information about who you are sharing with)

Where pitches are shared, stallholders are jointly and severally liable for adhering to the requirements of these terms and conditions

**Do I need to bring a gazebo/table?**

Please come with your own gazebo/tent. **You will need to bring your own table** and display equipment.

**How much is a pitch?**

* £10 registered charities/fund raising groups,
* £30 Craft Stalls & Traders (**1 x Gazebo, or similar cover, 3m x 3m)**.
* No charge for information only stalls

**Catering**

Catering vans are negotiated separately as they are located off the main pitch and are dependent on size and produce.

Traders requiring electric power must be located in certain locations to avoid trailing cables and must be agreed in advance.

**Refunds**: See terms & conditions above.

**Is power supplied?**

There is no power available on the festival pitches.

**How do I register for a pitch?**

All stallholders must use the registration form available on Pontarddulais Town Council website. If this is a problem let us know and we will arrange to send you a hard copy.

Registration forms are to be returned by **31st May 2024** to: events@pontarddulaistowncouncil.gov.uk.

A hard copy can be sent to Pontarddulais Town Council, 45 St Teilo Street, Pontarddulais, Swansea SA4 8SY

**How do I know if I have been allocated a pitch?**

Registering does not guarantee you a pitch. If your request is successful, we will contact you by email informing you that you have a pitch and request payment.

Please note that if we get last minute cancellations, we may contact you to offer you a stall, with little notice. We won’t be offended if you say no and saying no to a short notice pitch does not mean that you won’t be invited to apply to future events.

**How will you contact me?**

Generally, we will contact you via email.

We will use the contact details you provided us when you registered. Please make sure you check your email/mobile etc. for any messages we may have left and please make sure to let us know if your contact details change. Please check email junk folders.

**How do you decide on who gets a pitch?**

We try to be as transparent and as fair as possible. We aim to ensure a mix of stalls and activities, (it is not operated on a first come first served basis).

**Am I allowed to bring a generator?**

No, but please contact us separately to discuss.

**Directions and can I bring my vehicle?**

The festival is located in Pontarddulais Town Football Playing Fields, Coed Bach Park, Off Gwynfryn Road, Pontarddulais, Swansea SA4 8LG. This road is accessed off Pentre Road. Please do not attempt to access the park via Coedbach road off St Teilo Street, as the satnav can often direct this route, however there will not be any access on the day.

No cars are allowed on the festival ground (football pitch). There is parking for traders available within the park which is a short walk from your allocated pitch. You will be allocated a time slot to arrive at the park and set-up and we ask that you adhere to this in order to minimise traffic issues as there will be a significant number of vehicles on the morning.

All traders need to be set-up half hour prior to trading commencement at 11am when the event starts.

Some help will be provided on the day to transport your goods to your pitch, however you are advised to bring a trolley if possible. Traders will be allocated the location of their pitch on arrival at the festival ground. **Volunteers** **will be in place to ensure safety of equipment and stock for stallholders, whilst vehicles are being parked.**

In all cases we expect all traders to drive responsibly to minimise disruption to residents. **Vehicle speeds within the park must be kept to 5mph or lower**.

**Can we set-up the gazebo/tent the previous evening?**

Yes. There will be 24-hour security from 14th – 16th June, however your equipment is left at your own risk.

**Do I need insurance?**

Yes, you are responsible for your own insurance. See above Terms & Conditions.

**Who is responsible for health & safety?**

You are responsible for your own health & safety and that of your customers. See above Terms & Conditions.

**What if I am selling food?**

See above Terms & Conditions.

If you are selling food, you need to have spoken to the local authority’s Trading Standards Division. In Swansea the number is 01792 635600.

All food preparation premises have to be registered with the Environmental Health Office where you pay council tax. This needs to be done 28 days prior to trading. You are also required to have a documented food hygiene management system in place (your local authority will advise you on this).

**Do I need a Food Hygiene Certificate if I am selling food or drink?**

See above. Yes, you do and this needs to be prominently displayed. This is your responsibility.

**What are the requirements if we are a local organisation selling home-made produce?**

A member of your organisation present at the event will need to provide a food & hygiene certificate.

**Is there a smoking policy.**

Yes. All traders are to adhere to current smoking legislation and must display official no smoking signs.

**Are there any toilet facilities on-site?**

Yes, there are toilets on-site.

**What do I do with any rubbish/waste?**

See above Terms & Conditions.

Stallholders are responsible for clearing their own waste and rubbish (and disposing of it in a responsible manner).

There will be multiple wheelie bins on-site. Please separate your rubbish into general waste, plastics and paper, glass and metals.

You must not leave any empty boxes or rubbish where you park

**How do I contact you?**

We prefer to be emailed at events@pontarddulaistowncouncil.gov.uk. as it may take a few days to get back to you. Please add our email address to your contacts so our emails to you don’t go into spam.

Whilst we try to respond to social media messages, we may not see them (and therefore not respond) so it is always best to email and/or phone to check we’ve had a message.

If you need to speak to someone urgently please phone the Clerk to the Council on 07939 592168.

*Thank you for taking the time to read these FAQ’s. Please let us know if you have any additional queries and we will try to be of assistance.*

Guidelines For Trade Stand Exhibitors (All of whom must complete the registration form)

Using the guidelines shown below, please consider what risk there is to those building up trade stands and to members of the public during the festival. Outline the steps you propose to take to minimise that risk and record these in the table on the Application Form. If, in your opinion, there is no risk, please print NO RISK and return.

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| **Hazard** | **Who might be harmed?** | **Is more needed to control the risk?** |
| Look only for hazards which you could reasonably expect to result in significant harm under the conditions in your workplace. Use the following examples as a guide | There is no need to list individuals by name just think about groups of people doing similar work or who may be affected, e.g. | For the hazards listed, do the pre- cautions already taken |
| Slipping / tripping hazardsChemicals (e.g. battery acid)Moving parts of machinery Contractors industry standards? (e.g. blades)Working at height (e.g. from ladders floors)Pressure systemsVehicles (e.g. cars/vans)Electricity (e.g. generators)Dust (e.g. from grinding)Fumes (e.g. vehicle engines) Manual handlingNoiseLifting operation | Other traders Stewards Maintenance personnelContractorsPeople sharing your workplaceMembers of the public**Pay particular attention to:**Anyone with a disabilityVisitorsInexperienced staffLone workers – they may be more vulnerable | Meet the standards set by a legal requirement?Comply with a recognised industry standard?Represent good practice?Reduce risk as far as reasonably practicable?**Have you provided -**Adequate informationinstruction or training?**If so** then the risks are adequatelycontrolled, but you need to indicate the precautions you have in placeWhere the risk is not adequatelycontrolled, indicate what more you need to do (the action list)Means of escape: fire detectionsand alarms, firefighting equipment and fire evacuation plan |
| Fire Hazard e.g. combustible materials (rubbish, flammable substances, L.P.G. etc.) and ignition sources (flames smoking etc.) | As above | Means of escape: fire detectionsand alarms, firefighting equipment and fire evacuation plan |