

# Ipswich County Library

## Table Top/Craft Fair Sale

### Terms & Conditions

These regulations apply to all stallholders. Strict compliance with them is a term and condition of the contract for the hire of a stall site on an event.

It is essential that all stallholders cooperate and play their part in ensuring that the Library Table Top Sales and Craft Fairs are profitable, enjoyable and safe for everyone. This includes complying with the commercial and administrative terms (especially regarding bookings and payment), the insurance terms, trading standards guidelines, food hygiene and the risk management and accident prevention terms.

#### **Bookings:**

Traders are invited to attend an event by email.

Stallholders are invited entirely at the discretion of the Library Manager/s or approved representative. Please do not assume a pitch is automatically yours.

Confirmation of attendance is by return email and in doing so the trader automatically agrees to the terms and conditions.

#### **Payment:**

Preferably payment/and or deposit must be made at least 3 days in advance of an event unless otherwise indicated.

Payment should be made by cash, cheque, or bank transfer to the appropriate bank account for the event.

Payments can be taken on the day but no later than 10:00 am on the day.

#### **Refunds:**

Stallholders must accept the risk of bad weather and will not generally be entitled to a refund for these reasons. Refunds due to bad weather will be at the Operators discretion.

Cancellations will only be accepted up to one week prior to the relevant craft table day. A full refund will be paid if sufficient notice is provided and the library is able to find a replacement stallholder.

## **Trading Hours:**

Most regular monthly events operate trading times of 10.00 am to 4.00pm. Stallholders are expected to trade for the duration of the event. Any variation to these trading times will be notified by the Library prior to the event.

## **Allocation and Position of Pitch:**

The Library is solely responsible for the allocation and position of pitch sites. It is not permissible for stallholders to change the pitch position without consultation with the Library Manager or approved representative. There will be no access to staff areas unless otherwise agreed by Manager/s or approved person.

## **Eligible Goods:**

On application, traders are to supply a description and photographs of the goods intended for sale. Any additions/amendments to this portfolio must be approved by the Library Manager/s or approved representative. The Library Manager/s or approved representative will ask for any non-authorized goods to be removed from display. Stallholders are only permitted to sell the commodities confirmed to them in writing. Applications for variations to permitted commodities can be made, initially, to the Ipswich library managers/or approved persons. No trader will be permitted to sell reproduction firearms or weapons including knives (other than domestic cutlery), any weapon that can propel an object, fireworks, flammable liquids or gasses, counterfeit goods, drugs and offensive publications or material.

## **Exclusive Trading Rights:**

The Library will endeavour to prevent duplication of products within the event but does not guarantee exclusivity.

## **Site Use and Presentation:**

Stallholders must operate strictly within the marked boundaries of the stall site that has been allocated to them, generally 3m x 1.5m and avoid encroachment into neighbouring trader pitch space.

The presentation of stalls must be of a professional standard that is satisfactory to the Library Manager/s or approved representative.

Traders supplying their own infrastructure must ensure that it is good quality and weighted appropriately.

Approval to use a portable generator can only be given by the Library Manager/s and only in exceptional circumstances.

Gas safety certificates must be provided for all gas appliances – no naked flames. Electrical equipment must be PAT tested.

## **Setting Up, Closing Down, Loading And Unloading:**

Stallholders must set up, close down, load and unload strictly within the specified times and guidelines given for each event.

Before vacating their stall site, stallholders must remove all rubbish and do all other things that may be reasonably necessary to leave the stall site in the same condition that it was in before they set up their stall for the day.

## **Bad Weather and Other Disruptions:**

The Library events operate in all weathers and will operate on the designated day unless extreme weather or other disruptions that are beyond the Library's control compel the Library to close the markets for the safety of traders and the public.

It is the responsibility of the stallholder to contact the Library to check if the event is going ahead.

The Library will communicate the cancellation of an event via social media.

## **Operator's Directions:**

Stallholders must comply with all directions given to them by the Library.

Stallholders must treat the staff of the Library, other stallholders and members of the public with courtesy and respect at all times. Any unacceptable behaviour including, but not limited to, aggression, abusive language or refusal to comply with a reasonable direction will be treated as a breach of a condition of these regulations. Such a breach is likely to result in that stallholder being required to leave the Library immediately and being banned from trading at any future markets.

Any direction given by the Library regarding risk management or accident prevention must be complied with strictly and immediately.

## **Personal behaviour: Code of Conduct**

Stallholders are expected to behave in a professional and socially acceptable manner at all times having regard to the interests of all customers and staff as a whole. Verbal abuse or physical aggression will not be tolerated in any circumstances towards any customer, trader or employee of the library

Any activity involving calling, shouting, playing music or any other action intended to attract shoppers' attention to a particular stall or group of stalls ('pitching') is not permitted under the terms of our table top agreements but may be allowed at the Manager's/ or approved persons discretion. If such activity, where permitted, causes nuisance or annoyance to fellow traders or customers of the library, the concession may be withdrawn without notice at the absolute discretion of the Managers/ or approved person.

## **Library's Dispute Resolution Determinations:**

The Library may make determinations to resolve any dispute that may arise including, but not limited to, disputes between stallholders and disputes between stallholders and customers or other members of the public. The Library Manager's decision is final.

## **Stallholder's Warranties and Representations:**

The stallholder acknowledges and agrees that, by applying to hire a stall site, the stallholder makes the following warranties and representations:

That the statements made in the online application system are true, accurate and complete;

That the stallholder has carefully read these regulations and agrees to be bound by their terms and conditions;

That the stallholder has the full legal and beneficial ownership of the goods that they offer for sale and that their ownership is free of any encumbrances;

That the stallholder will not engage in any false or misleading conduct including, but not limited to, selling counterfeit goods or mislabelling goods;  
That the stallholder has the necessary licenses, practicing certificates or permission to sell the goods that they offer for sale.

## **Inspection of Documents:**

Stallholders must supply all necessary documentation requested with the booking form. Updated copies are to be sent when insurance renewal takes place.

## **Exclusion of the Library's Liability:**

The stallholder acknowledges and agrees that the Library has not given any warranties or made any representations relating to the stallholder's occupation or use of a stall site at the library events other than as are specifically set out in these regulations. This includes, but is not limited to, any warranties or representations relating to:

- The stallholder's likely sales or profits;
- The benefits of the location of any particular stall site;
- The number of potential customers that are likely to visit the markets;
- The presence of other stallholders on the same day selling the same or similar goods or services or the location of their stall site;
- The services and facilities that are available to the stallholder other than as are expressly set out in these regulations;
- The extent to which the Library has carried out marketing or advertising to attract customers to the markets;
- The suitability of the craft markets for any particular purpose.

## **Claims against the Library:**

The stallholder acknowledges and agrees that the Library is not liable for any claims arising from:

Damage to the goods or other property of the stallholder;

Theft of the goods or other property of the stallholder;

Injury, loss or damage suffered by any person at the Library events;

Damage to or the theft of the property of any person at the Table Top Sale/Craft Fair.

## **Risk Management and Accident Prevention Terms:**

Stallholders must comply with the Library's bookings and payment procedures, to help the Library staff to keep to a minimum the amount of cash that they need to hold on Craft table days.

Stallholders must report promptly to the Library Manager/s or approved representative, any security problems including, but not limited to, robberies, shoplifting, pickpocketing or the need to forcibly remove drunken or belligerent customers from the events.

Any stallholder using equipment or practices that could endanger the health & safety of any persons will be asked to leave the event.

## Health and Safety:

All traders are reminded of their legal duties to ensure that work activities are carried out in such a way that other people at work and members of the public are not exposed to risks to their health and safety. Advice on managing health and safety at work is available on the HSE website at [www.hse.gov.uk](http://www.hse.gov.uk)

All incidents, accidents or near misses must be reported immediately to the library managers/approved persons.

Smoking is not permitted by stall holders within or near stalls in accordance with the 2006 legislation which bans smoking in enclosed/substantially enclosed workplaces and public spaces.

## Electrical Safety:

All electrical equipment used on the stall must be PAT Tested (Portable Appliance) for electrical safety and a certificate of compliance supplied to the library manager/approved persons. It is the traders' responsibility to set up their own electrical cables ensuring that there are no overhangs or trip hazards. It is the traders' responsibility to ensure that all electrical equipment is PAT tested annually.

Electricity cannot be used for any other purpose than for trading unless agreed by the library managers/approved persons.

## Food Safety and Hygiene

Food businesses must comply with all current food safety and food hygiene legislation.

## Tripping Accidents:

To reduce the risk of tripping accidents, stallholders must keep their stall site and the immediate vicinity clear of anything that might obstruct pedestrian traffic and cause tripping accidents.

Stallholders must ensure that their stall sites are free of any sharp corners or dangerous projections that might injure customers particularly of hard materials such as timber, metal or glass.

## Stallholder Requirements:

Food stallholders must rely on their own public liability insurance to include cover for claims arising from the sale of hot food or from food contamination.

Food stallholders must acknowledge and agree that the Library is not liable for any worker's compensation claim by any of their staff.

In the storage, preparation, cooking and service of food, food stallholders must comply strictly with all legal requirements and/or the recognised best practice standards including, but not limited to:

- Holding a valid Food Hygiene Certificate and also be registered and inspected (or pending) by their local Environmental Health Office.
- Goods must be marked and priced according to legal requirements. Contact your local Trading Standards office for more information.