



TERMS AND CONDITIONS FOR TRADERS, STALL HOLDERS, EXHIBITORS AND CATERERS

The generality of the terms and conditions set out below are intended to assist all parties involved in maintaining a safe and healthy operation while at The Market at Haynes Motor Museum

These Terms and Conditions replace any previously provided relating to The Market at Haynes Motor Museum

1. DEFINITIONS

- “Festival” means The Market at Haynes Motor Museum
- “Company” means any member of The Market at Haynes Motor Museum 2020 Management team including the Board, the project management team, stewards and volunteers.
- “The Market at Haynes Motor Museum Safety Officer” means an appointee by the Company to carry out certain duties relating to safety matters relevant to the Taunton Independent Market.
- “Exhibit” means any trade and craft stands; food and drink stands; competitions; displays; demonstrations; and rides.
- “Stand” means the part of the The Market at Haynes Motor Museum used by a Trader or Exhibitor.
- “Trader and Exhibitor” means any person involved with Exhibits or catering; this is not meant to include customers.
- “Fees” means monies paid by the Exhibitor to the Company.
- “Customer” means any members of the public attending the The Market at Haynes Motor Museum that is not an Exhibitor or a member of the Company.
- “Notes” means any information provided by the Company for the purpose of guidance only; such Notes, if provided, should not be deemed exhaustive in content.
- “HSE” means the Health and Safety Executive.

2. CANCELLATION AND DAMAGES

- Traders and Exhibitors have no claim for damages of any kind, against the Company in respect of any loss or damage, or for the refund of Fees paid to the Company, as a consequence of the prevention, postponement or abandonment of the The Market at Haynes Motor Museum for any reason.
- The Management reserves the right to reallocate stalls or refuse bookings without giving reasons.



2.1 CANCELLATION BEYOND THE ORGANISERS CONTROL

Refunds will not be given if the market has to be cancelled within 3 days of the event date for reasons beyond the event organisers control i.e adverse weather or Covid 19 lockdown.

This is because TIM would have to still pay for the promotion, marketing material, space hire, traffic management staff, marshall's, insurance, security staff, street & trading licencing if under 72 hours notice.

A 50% credit or a 25% refund will be given if the event has to be cancelled beyond the event organisers control if the event is cancelled within 7 days.

A 75% credit or a 50% refund if the event is has to be cancelled within 14 days.

A full refund minus a 20% administration fee if the event is cancelled beyond our control if cancelled before 14 days of the event.

STALLHOLDER CANCELLATIONS

No refunds will be given if the stallholder cancels within 14 days of the market date unless their space is resold. A refund can then be given minus a 20% administration fee.

A 50% refund or a 100% booking credit will be carried over for bookings cancelled within 14-28 days of the market.

Full refunds will be given for cancellations over 28 days minus a 20% administration charge.

2.2 CANCELLATIONS

The Company reserve the right to cancel any booking up to 28 days before the The Market at Haynes Motor Museum and will refund any Fees paid less 25%. The 25% retention is to support administration costs.

- Traders and Exhibitors wishing to cancel their booking must do so in writing.

Any refunds made by the Company under the terms above, shall be based solely on Fees previously received from the relevant Traders and Exhibitors or their sponsors. For the avoidance of doubt, the Company shall not be become liable to any consequential losses including but not limited to opportunity costs or losses incurred by the Exhibitor.



3. SAFETY AND INSURANCE

- Produce must be stored and served in compliance with Food Safety Regulations. For more info visit:
<http://www.food.gov.uk/multimedia/pdfs/hygieneguidebooklet0709.pdf>
- Traders and Exhibitors must ensure that all electrical equipment complies with current regulations and that all equipment over one year old has an up to date and legible PAT sticker. See HSE guidelines for more details.
<http://www.hse.gov.uk/guidance/index.htm>
- Any equipment not meeting these criteria will not be connected to the The Market at Haynes Motor Museum electrical supply.
- Traders and Exhibitors must comply with legislation relating to Health, Safety, Hygiene and Noise at Work.
- Written Food Safety Management Procedures are required by law, and must be available for inspection by The Market at Haynes Motor Museum and licensing authority staff. All food Traders and Exhibitors must be registered with a local authority.
- Traders and Exhibitors are responsible for arranging their own Public Liability Insurance, Employers' Liability Insurance & Cancellation Insurance to cover their costs associated with attending the Festival.
- Traders and Exhibitors are responsible for obtaining insurance against fire, theft and third party damages of their property, Exhibit, goods and personal effects. Product, employers and public liability Insurance must be on display in stalls at all times. Likewise Traders and Exhibitors are responsible for ensuring contractors delivering to, or working on their stall, are suitably insured. Traders and Exhibitors must be compliant with all appropriate legislation, including but not limited to the appropriate HSE legislation.
- It is not the responsibility of the Company to ensure that the Exhibitor has a sufficient understanding of any liabilities upon the Exhibitor in relation to any applicable legislation; and any and all effort in this respect rests with the Exhibitor. All Traders and Exhibitors must adhere to the requirements of the smoke free legislation. The Company is not responsible for the loss or damage, by whatever means, of the Exhibitor's property, Exhibit, goods or personal effects.
- Traders and Exhibitors are responsible for the safety of their Exhibits and any and all machinery capable of causing injury; which must be properly safeguarded in accordance with the appropriate Health and Safety at Work Legislation.
- Traders and Exhibitors are responsible for any and all damage or injury to persons or property occasioned by any of the Exhibits, or any act or omission



by the Trader or Exhibitor or their servants, agents or contractors. Traders and Exhibitors shall indemnify and hold harmless the Company in respect of all liabilities, proceedings, damages, cost demands and expenses brought or made against or incurred by the Company, in relation to or arising from any acts or omissions of the Trader or Exhibitor.

- Traders and Exhibitors must comply with any guidance provided by the Company with regard to safety and must follow the instructions given by any and all Company representatives in this respect.
- Traders and Exhibitors must provide a valid mobile number on their booking form; the mobile phone number will be used for, including but not limited to, emergencies, cancellation or abandonment of the Festival. This information will be used with due care to confidentiality. Should a valid mobile phone number not be provided, then the Company will not accept any adverse consequences that might result e.g. inability to provide timely notification of any major changes to the The Market at Haynes Motor Museum timetable, including cancellation which in turn results in additional costs to the Exhibitor.

- 4. SAFETY – RISK ASSESSMENT** • The Company will appoint a The Market at Haynes Motor Museum Safety Officer who will be responsible for monitoring all aspects of safety with regard to the market. The The Market at Haynes Motor Museum Safety Officer will carry out a local risk assessment on the day of the The Market at Haynes Motor Museum and Traders and Exhibitors must afford whatever access to exhibits as is reasonably requested to carry out the assessment. The The Market at Haynes Motor Museum Safety Officer will give advice on safety measures to Traders and Exhibitors and will check that environmental health and safety regulations are observed. The The Market at Haynes Motor Museum Safety Officer will be responsible for organising the evacuation of relevant areas should a dangerous situation arise. In the event of an evacuation being ordered by the The Market at Haynes Motor Museum Safety Officer all personnel should follow the instruction of the Company representatives which will be by word of mouth, loudspeaker or loud hailer or any other means deemed necessary by the Company.
- Traders and Exhibitors must ensure that they conduct a suitable assessment of risk of injury resulting from their proposed operation, and/or Exhibit at the The Market at Haynes Motor Museum in order to comply with HSE regulations.



- All Traders and Exhibitors and contractors are responsible for their own risk assessment, however the Company will require **completion of a simple form by Traders and Exhibitors to be returned**; this form will list the known hazards of each operation; list who is likely to be harmed; and, list the measures that are necessary to remove or reduce the risks identified.
- Traders and Exhibitors must ensure that the measures indicated by their risk assessment are taken to remove or reduce the risks identified.

4.1 SAFETY – COVID

There will of course, be lots of measures in place to ensure the safety of all stall holders and visitors from TIM including one way systems and hand sanitising stations at all entrances and exits. Staff, visitors and stallholders are strongly advised to wear a face covering if medically able to do so.

It is the responsibility of the stallholder to ensure themselves and the public are protected from Covid 19. A comprehensive list of guidelines will be sent with your application form along with some example risk assessments. Please include your covid risk assessment details to the main risk assessment form.

5. ACCIDENTS/FIRST AID

- Traders and Exhibitors must maintain some basic first aid provision and ensure that they record and report all accidents occurring as a result of their operations.
- Traders and Exhibitors must ensure that all accident reports should be forwarded to the Environmental Health Department of Somerset West and Taunton Deane Borough Council.
- An approved medical provider will be in attendance at the Festival.

6. ELECTRICITY

- Electricity for Traders and Exhibitors may be provided on request and maybe subject to a cost. Generators are permitted on site with prior agreement. Traders and Exhibitors who pull more power than ordered and cause the circuit to go down will be disconnected and their stall closed down. All electrical equipment on site must have been tested and have a current PAT certificate.
- Traders and Exhibitors must ensure that all electrical equipment complies with current regulations and that all equipment over one year old has an up to date and legible PAT sticker. See HSE guidelines for more details.



<http://www.hse.gov.uk/electricity/faq-portable-appliance-testing.htm>

Equipment not meeting these criteria will not be connected to the The Market at Haynes Motor Museum electrical supply.

- Traders and Exhibitors must ensure that installations must be safely disconnected and removed from the site after the Market.

7. LIQUID PETROLIUM GAS (LPG)

- Traders and Exhibitors who use LPG must comply with all relevant legislation and guidance notes in respect of storage and use of any containers they bring into the Festival.
- Traders and Exhibitors must ensure that all gas appliances have been recently tested and examined by a competent person prior to use at the Festival. Equipment must be labelled giving the date of the test and the name of the person carrying out the test.
- Bottled Gas. All gas equipment in catering units must have current safety certification. Safety precautions regarding storage of bottled gas must be followed.
- Traders and Exhibitors must ensure that no heating or cooking appliance is installed inside an Exhibit e.g. tent or stand, which is not specifically laid out for the purpose.

8. MACHINERY (NB: only trained adults may operate machinery) Traders and Exhibitors must note that passengers must not be carried on any vehicle and/or machinery that is not specifically designed for the purpose.

- Traders and Exhibitors must note that plant and machinery may only be operated and/or demonstrated after ensuring adequate precautions are taken to protect the operator, bystanders and Customers.
- Traders and Exhibitors must note that for static Exhibits, in particular those dependent upon oil pressure in a ram, they must be physically propped to prevent collapse.
- Traders and Exhibitors must ensure that an assessment is taken of the hazards that may be created during adverse weather conditions or the Exhibits being knocked over and/or damaged and appropriate precautions implemented.

9. FIRE PRECAUTIONS

- Traders and Exhibitors must ensure that smoking and naked flames inside Exhibits, e.g. marquees, is not permitted.



- Traders and Exhibitors must ensure that no heating or cooking appliance is installed inside an Exhibit e.g. tent or stand, which is not specifically laid out for the purpose.
- Traders and Exhibitors wishing to use heating or cooking appliances for serving refreshments or for other purposes must ensure that appliances are installed outside the Exhibit e.g. tent or stand at a safe distance from combustible material; heating appliances must be fixed securely on a firm, non-combustible, heat-insulated base and surrounded on three sides by shields of similar material. Appliances should be at least one metre from combustible fabrics or other materials and appropriate actions must be taken to ensure that no combustible material can be blown against the heater.
- Traders and Exhibitors must ensure that suitable and appropriate fire fighting equipment such as portable fire extinguishers should be provided where necessary and in accordance with any appropriate statutory legislation.
- Traders and Exhibitors are strongly advised to insure against fire, not only as regards their own property but also against third party claims.

10. SAFETY INFORMATION

- Traders and Exhibitors must ensure that appropriate safety information is provided where necessary, relating to plant and equipment and that such information is clearly displayed e.g. for the benefit of staff and customers.

11. FOOD HYGIENE

- Traders and Exhibitors must ensure that all Exhibits are compliant with current legislation relevant to food hygiene. Of particular importance is the storage of food at the correct temperature and the fitness of food offered to the Customers and any others at the Festival.
- Traders and Exhibitors are to be aware that enforcement of such regulations will be conducted by the Environmental Health Department Somerset West and Taunton Deane Borough Council.
- Traders and Exhibitors must ensure that catering units must carry a copy of their Health and Safety certification. Food Hygiene Certificates will be checked at the Festival.

- 12. HOUSEKEEPING** • Traders and Exhibitors are responsible for keeping the area in front of their stalls as well as their back of their allocated space tidy and free of rubbish. All rubbish must be put into the appropriate skips or



containers. Traders and Exhibitors must leave their site as they found it. Hired refrigerators must be emptied out before the trader leaves site. Traders and Exhibitors leaving any rubbish, refrigerators, furniture, equipment or structures will be charged for the cost of clearing their site and disposing of the rubbish - and may not be invited to trade at future festivals.

- Traders and Exhibitors must ensure that goods and materials are safely stored and stacked so they do not pose a hazard to the Company, staff or Customers.
- Traders and Exhibitors must ensure that walkways and exits are clear of obstruction at all times.
- Traders and Exhibitors must ensure that the Company, Customers, and children in particular, do not obtain access to the operating plant of Exhibits (stands) e.g. generators, water boilers.

13. WATER

- Traders and Exhibitors who require water should bring their own containers, which can be filled by the outside table behind the Castle Hotel.
- Waste water must be put in the containers provided and not poured on the ground or into manholes. The Environment Agency and Environmental Health Officers will check to see how Traders and Exhibitors dispose of waste water/liquid. Traders and Exhibitors must use the waste water containers provided and inform The The Market at Haynes Motor Museum management team if they need to be emptied.
- Thermos flasks are recommended for storing hot water on your stall for hand washing.

14. FLUIDS UNDER PRESSURE

- Traders and Exhibitors must ensure safe operation, use and maintenance of compressed air equipment.
- Traders and Exhibitors must ensure that compressed gases are stored and labelled correctly.

15. SITE ACCESS

- Traders and Exhibitors must be ready to trade by opening hours of 9.30am on each Sunday, when the The Market at Haynes Motor Museum is open to the public.
- Access for Traders and Exhibitors will be on Sunday only and will be subject to a strict timetable of allocated slots.



- Traders and Exhibitors must ensure that suitable staff to man their stall for the duration of the opening hours of the market.
- Traders and Exhibitors are held responsible for any persons delivering to or servicing their stall.
- No vehicles will be allowed to remain on site during the Market. No motor cycles, quad bikes or buggies are allowed on site.
- Vehicle movements must be kept to a minimum - even with vehicles that have delivery passes. There is a 5- mph speed limit on site at all times.
- All vehicles are brought on site at their owners' risk, and must be suitably insured. The The Market at Haynes Motor Museum cannot accept any responsibility for any loss or damage that may occur.
- Deliveries. Traders and Exhibitors are responsible for arranging that delivery vehicles have all necessary paperwork and passes prior to arriving at vehicle gates. A marshalling yard will operate during build up and breakdown. Vehicles must report to the marshalling yard and may only proceed to site when instructed to do so by The Market at Haynes Motor Museum staff. Traders and Exhibitors are also responsible for ensuring that delivery firms understand they come on site at their own risk and that the The Market at Haynes Motor Museum will not accept responsibility for any claims from delivery drivers/firms.
- Traders and Exhibitors are responsible for ensuring that they and their staff adhere to the published pass system. The The Market at Haynes Motor Museum cannot accept any responsibility if Traders and Exhibitors do not adhere to the system, or lose passes. Trading staff without passes will not be admitted to the Market.

16. The Market at Haynes Motor Museum Regulations

- Only Products produced in the South West are permitted to be exhibited or sold at the Festival (unless otherwise agreed)
- All traders are encouraged to sell Fairtrade products.
- Food Traders and Exhibitors are encouraged to use compostable, biodegradable disposables including wooden cutlery.
- Lasers, fireworks and weapons or potential weapons are not permitted on site for safety reasons.
- Glass may not be used for dispensing of food or drink. Retail glass bottles and jars may be sold but must be for consumption off site.
- Outside of the The Market at Haynes Motor Museum Bar(s), alcohol may be sold in a maximum of half pint size (beer and cider) or 125ml (wine) disposables



- The sub-letting of all or part of a stall by an Exhibitor is forbidden unless authorised by the The Market at Haynes Motor Museum (TIM) in writing prior to the market.
- Traders and Exhibitors must co-operate fully with The Market at Haynes Motor Museum Security in any search of vehicles or stalls.
- The The Market at Haynes Motor Museum will not be responsible in any way for the loss or damage to Exhibitors' property whilst it is on site.
- No animals will be allowed on site without written permission of the market.
- Traders and Exhibitors are not allowed to bring straw on site. In exceptional weather conditions, the The Market at Haynes Motor Museum may bring straw on site for use in walkways and unsafe public areas. Under no circumstances can Traders and Exhibitors have straw inside their stalls - irrespective of the weather.
- Barbecues and contained fires may only be used if sited safely, but must be preapproved for Health & Safety reasons and managed carefully. Barbecues will not be allowed inside producer marquees. Fire extinguishers must be provided by the Exhibitor.
- Approved sound systems in stalls Traders and Exhibitors must modify sound levels when asked by Site Management, Security, or Environmental Health Officers. Failure to respond will result in eviction from the site. Sound systems that have not been approved in writing prior to the The Market at Haynes Motor Museum will be confiscated.
- Official organisations. Traders and Exhibitors are required to co-operate fully with Site Management, Security, Emergency Services, Police and all official organisations on site - such as Environmental Health Officers, Fire Officers, Customs and Excise staff, the Environment Agency, Trading Standards Officers and Inland Revenue staff.
- No rebates will be given to Traders and Exhibitors as a result of adverse weather conditions, nor as a result of changes in The Market at Haynes Motor Museum timings or programme of events. The The Market at Haynes Motor Museum will not accept responsibility for the level of trading during the event.
- Traders and Exhibitors are required to comply with the terms of the site licence. A copy of the The Market at Haynes Motor Museum licence will be held at the Onsite Office. If a trader is closed down and / or evicted from site for contravening the licence, any of these terms and conditions or prescribed environment health standards, they shall not be entitled to any rebate or refunds.