

Terms and conditions for Boston Borough Council's Events

Issued with application to trade at events

1. Application

- I. Applications should be made on the official application forms and all details requested must be given. The acceptance of any form by Boston Borough Council does not mean that an offer of a space at the event has been made. An application has been successful when the applicant has received a letter of confirmation from Boston Borough Council.
- II. Boston Borough Council reserves the right to refuse any application without necessarily giving the reason for doing so.
- III. The cost of a stall is listed on the application form, along with ways to pay and when final payment is due.

2. Build up and Trading

- i. Stallholders must ensure that their stall/plot is set up and ready for trading at least 30 minutes before trading times.
- ii. Stallholders must only occupy the stall site/plot that has been allocated to them on arrival.
- iii. Stallholders must not overhang the allocated stall site or plot.
- iv. Stallholders must trade for the opening hours of the event and are not permitted to vacate or dismantle the stall before the event has closed without prior permission. Traders who dismantle without prior agreement will risk any future trading at Boston events.
- v. Stallholders are only permitted to trade the product lines that they have declared on their application forms.
- vi. Boston Borough Council reserves the right to vary the layout and positioning of the stalls if, in their opinion, such an amendment is in the best interest of the event/market.
- vii. Boston Borough Council will not automatically give a stallholder who has previously attended events or trades on Boston Market the same location that they have had previously. Layout of the stalls will be determined for each event/market by Boston Borough Council.



3. Vehicles

- i. No vehicle movement is permitted during the market. All vehicles (bar essential vehicles*) must be moved off site at least 30 minutes prior to the opening of the event.
- ii. No vehicles or trailers are to be parked adjacent to stalls (bar essential vehicles*) unless otherwise agreed.
- iii. No vehicles can be moved whilst the event/market is in progress. Any traders who move vehicles throughout the duration of the event/market could be asked to leave immediately and trading will be reviewed for future events/markets.

**essential vehicles - In accordance with LCC requirements, only vehicles that are considered essential may be cited throughout the duration of the market. This means if the products require refrigeration i.e. meat, fish, dairy, etc then they can be included – permission will be requested via the application form and granted by the Event Manager.*

4. Cleansing

- i. Stallholders are responsible for the cleanliness of their stalls.
- ii. Stallholders must remove all rubbish in the area of their stall that their stall has generated at the end of the event/market.
- iii. Stallholders must not dispose of any waste to the detriment of the site.

5. Power Supplies

- i. Limited 110v/230v power supplies are available. Any power requirements must be detailed on the application form. Traders must bring the required cables for their power supply.
- ii. Stallholders must ensure that all electrical equipment meets current legislation.
- iii. PAT certificates must be provided to Boston Borough Council, in advance of the event/market, for all portable appliances.

6. Environmental Health, Safety and Trading Standards



- i. Stallholders must comply with all relevant environmental health, safety, food hygiene and trading standards and regulations.
- ii. We have a no smoking policy for all attending stallholders. The stall is a place of work and therefore stallholders are not permitted to smoke at their stall or within the Event/Market itself. All stallholders must comply with the smoking legislation.
- iii. Food traders may be required to complete a CFOA Fire Risk Assessment for each unit or stall and return to us.
- iv. We may require you to fill out a Food Safety Checklist for the sale of food and return this to us and as part of this form we ask you (as indicated on the form) to attach a confirmation of your food business registration, a copy of the most recent food safety inspection report and a copy of your food safety certificate.

7. Goods Traded

- i. All goods sold must comply with the Sale of Goods Act 1979 (as amended) in that they must be:
 - As described (either verbally or on the label or packaging or otherwise)
 - Of satisfactory quality
 - Fit for purpose unless, prior to sale, any defects are brought to the attention of the buyer or where any such defects would be obvious to a prudent buyer.
- ii. All goods sold must also be lawfully in the possession of and lawfully offered for sale by the seller.
- iii. All stallholders shall ensure that they are in a position to issue a written receipt showing the trader details, where this is requested by the purchaser.
- iv. Craft and Gift Market products will be assessed by a BBC officer and if deemed inappropriate those items will not be accepted as part of the Boston Craft and Gift Market.
- v. The Council does not hold a licence to sell alcohol, if you are selling alcohol please ensure you apply for the relevant TEN from the licensing team.

8. Sale of inappropriate and illegal goods

- i. The Council reserves the right to terminate any letting or to refuse any



application on the grounds of illegality or inappropriateness of goods traded. Such goods include, but are not limited to: pornography, knives used for non culinary purposes, BB guns, replica guns, ornamental weapons, drugs of any class, items displaying profane text or images.

- ii. No trader shall sell any item that contravenes any of the following, or similar associated legislation:
 - Trade Descriptions Act 1968
 - Video Recordings Act 1984
 - Copyright Designs & Patents Act 1998
 - Trademarks Act 1994

9. Insurance

- i. All stallholders must send in a copy of their public liability insurance to the Council in advance of the market. Any stallholder unable to provide a copy of their public liability in advance will not be permitted to stand at the market. All stallholders are required to hold public liability insurance cover at a minimum of £5 million.

10. Appearance and Conduct

- i. Stallholders shall at all times conduct their business in an orderly manner without causing obstruction of the event or interfering in any way with the business of another trader and in compliance with instructions given from time to time by the Council.
- ii. Stallholders shall conduct their business in a lawful manner meeting all legislative requirements relevant to the operation of their business.
- iii. Stallholders shall at all times exercise courtesy towards other traders and members of the public passing through the market.
- iv. The Council will not tolerate any abuse or violence to staff.
- v. All stalls must be well presented and set out to a high standard.
- vi. The Council reserves the right to terminate the letting of any stall that is not of a suitable standard.

11. Extreme Weather

- i. Boston Borough Council reserves the right to cancel the event in the event of adverse weather.



12. Cancellation

- i. In the event of the market being cancelled, the Council is not liable to refund rent to stallholders.
- ii. Stallholders must inform Boston Borough Council in writing, if for any reason they are unable to attend the event on which the stallholder was due to stand.
 - a. Traders who cancel sixty days in advance of the event will not be charged.
 - b. Traders who cancel within forty days of the event will incur a 50% charge.
 - c. Traders who cancel within thirty days of the event will incur a 100% charge.

13. Car Parking

- i. Parking is not provided by the Borough Council. You may park in Borough car parks but the relevant fees will need to be paid.

