

KEW VILLAGE MARKET



TERMS & CONDITIONS

**Kew Village Market operates from 10am-2pm on the first Sunday of every month (except January)
The Market is run entirely by volunteers and donates all operating profits to local charities.**

1. Applications for stall space

- Prospective Stallholders **must** complete the KVM Application Form posted on the KVM website - www.kewvillagemarket.org/book-stall/
- Acceptance or non-acceptance of applications is at the sole discretion of Kew Village Market Committee ("KVM Committee") and will be based on the information given by the applicant in their application and assessed against the criteria of quality, 'Approved Products', locality and availability.
- The KVM Committee reserves the right to reject any application and not enter into any correspondence or otherwise explain the reasons for its decision. All decisions made by the KVM Committee are final.
- Stall space is allocated to the person named on the original application ('Registered Stallholder'). Stall space cannot be transferred, sublet, franchised or sold to any other person or business. The KVM Committee must be informed immediately of any change of stall ownership. A new application must be submitted for approval.
- Stalls cannot be shared without written approval from the KVM Committee.
- Where several Prospective Stallholders apply to sell similar products, preference will be given to those who live in, or whose business is registered, or based in, either Kew, the Borough of Richmond upon Thames, or the County of Surrey, subject to meeting quality standards.
- Local Charities applying for a charity stall must provide proof of their charitable status. Community organisations applying for a charity stall must be recognised, *bone fide*, local community organisations. Individuals fundraising for a charity or good causes will not be eligible for a charity stall.

2. License Applications and Insurance

- The Licensing authority for Kew Village Market is the London Borough of Richmond upon Thames ("LBRuT") Licensing. For the issue of a trading license, the Registered Stallholder must:
 - Complete and sign a LBRuT Licensing Application Form for a One Day Street Trading License (the "License Application");
 - Hold and provide evidence of current £5,000,000 Public Liability Insurance covering outside events;
 - Provide 2 recent passport-sized photos of the Registered Stallholder **and** their main Stall Operator, if the Registered Stallholder is not going to be present at the market;
 - If handling and selling FOOD, provide evidence of a valid Level 2 Food Hygiene Certificate (current within 3 years of taking the test), for themselves or their main Stall Operator, if the Registered Stallholder is not going to be present at the market;
 - If selling ALCOHOL (bottled only), apply directly to LBRuT Licensing for a TENs alcohol license and supply a copy to the KVM Stall Manager prior to the market; and
 - Ensure that their Public Liability Insurance, and where relevant, their Food Hygiene Certificate, is/are up to date. It is the Registered Stallholder's responsibility to send a copy of the current policy, and any renewal, to the KVM Stall Manager.
- LBRuT Licensing **will not** issue a trading license unless all documents have been provided on time and are up to date.
- LBRuT Licensing requires license applications and accompanying documentation to be sent for processing **28 days prior to the relevant market date**. All fees must be paid by the deadline set by the KVM Treasurer before a license application can be made. Following the payment of stall fees, the KVM Stall Manager will apply for a trading license to LBRuT Licensing on behalf of Registered Stallholders.
- PLEASE NOTE: Trading licenses are issued to the Registered Stallholder for the business/trade named in the application. If there is a change of business ownership or if the Registered Stallholder changes, the KVM Committee must be informed immediately and a new Application will be required.

3. Fees

- Stall fees are outlined in the application form and at www.kewvillagemarket.org/book-stall/
- The LBRuT license fee is included in the stall fee.
- Fees **must** be paid by the due dates set by the KVM Treasurer. Failure to pay the stall fee on time is a breach of these Terms & Conditions and may result in current and future bookings being cancelled.
- Stall fees may be paid online via card or by direct bank deposit. To ensure fees are credited to the correct Registered Stallholder, bank transfers must include the stall trading name in the payment reference.

4. Cancellations and Refunds

Before Market Day

- Notice of cancellation of a confirmed booking **must** be given. If notice is not given, any monies paid for the relevant market will not be refunded and future bookings may be cancelled.
 - A FULL refund will be paid ONLY if:
 - 28 days or more notice before the relevant market has been given, AND
 - The license fee has not been paid to LBRut Licensing. **Once the license fee has been paid to LBRuT Licensing, it is entirely non-refundable.**
 - A 30% refund **may** be paid if:
 - Notice of cancellation is received by KVM *between 14 and 27 days* before the relevant market, AND
 - LBRUT Licensing agree to process a late license application, AND
 - The stall space can be filled by another Prospective Stallholder.
- Note: Any partial refund is entirely at the discretion of the KVM Committee.*
- NO refunds or credits will be given for a cancellation received *within 14 days of the market.*

On Market Day

- On market days, notification of non-attendance **must** be given by text or voicemail via the market number (0788 434 4952 or 07582 045 486). Failure to do so may result in the cancellation of all future bookings. *No refunds/credits will be given or considered for cancellations on market days, under any circumstances.*
- The KVM Committee is not responsible for adverse weather conditions and reserves the right to cancel or close the market early.
- If the market is cancelled *before market day*, all market fees will be refunded/credited, less the non-refundable license fee.
- If the market is cancelled *before 10am on market day*, all market fees will be refunded/credited, less the non-refundable license fee.
- If the market is closed early, NO refunds/credits will be given.

5. Trading at the Market

- The Market opens for trading at 10am and closes at 2pm.
- Setting up takes place from 8am to 10am and taking down from 2pm to 3pm.
- Registered Stallholders or their Stall Operator **must not** set up or take down their stall during the trading period, even if they have sold out of their products, without the consent of a KVM Committee member.
- All vehicles **must** be removed from the market area by 9:45am; parking is available in neighbouring side streets. *Vehicles must not be retrieved before 2:15pm.*
- Registered Stallholders are required to display their name and trading name on their stall.
- Stalls **must not** be left unattended or unsupervised during the stated market trading times.

6. Stall Set-up and Equipment

- KVM provides an allocated space for occupation during the market.
- The location of stalls is determined entirely at the discretion of the KVM Committee. Whilst the preferences of Registered Stallholders will be taken into consideration, the KVM Committee will decide location in the interests of the market as a whole. The decision of the KVM Committee is final.
- Standard stall space is 3 x 3 metres and the boundaries are demarcated on the pavement behind the space.
- Registered Stallholders must provide their own marquee and stall equipment. A marquee may be available for rent on a one-off basis to new Registered Stallholders (enquiries to the KVM Stall Manager).
- Any variation to the standard marquee size (3 x 3 metres) must be approved by the KVM Committee.
- Marquees and stall equipment must be contained within the demarcated stall space, keeping public access clear at times.
- Marquees must be of a high standard, robust, weather-proof and be in good repair.
- Stall equipment, including racks, tables, signage etc., must be of a high standard, well presented and be operated in a safe manner.
- Marquees, covers and all stall equipment must be erected securely; *marquees must be securely weighted at all times, with heavy weights on each leg.*
- The KVM Committee reserves the right to require that a marquee be taken down, and trading halted for the day, on grounds of safety, general presentation, and/or hygiene standards.
- There is no electricity available at the market and generators are not allowed.

7. 'Approved Products'

- All products offered for sale **must** be designed, made, baked or grown by the Registered Stallholder.
- A Registered Stallholder may only offer for sale the products that were described in their original application and that were approved by the KVM Committee ("Approved Products").
- *New and/or alternative products must not be added to a stall without the written approval of the KVM Committee.* To change or add new products, a request is required in writing, with photos of the proposed new products. The KVM Committee reserves the right to refuse approval to any such request.
- Registered Stallholders must not sell 3rd-party goods; 'selling-on' is not permitted.
- Products that have been imported or purchased from a wholesaler or are deemed inappropriate (e.g.: discriminatory or offensive) by the KVM Committee will not be considered.
- All products for sale must be of good quality; products and produce with faults must be clearly labelled and sold as seconds.
- It is the responsibility of the Registered Stallholder to ensure that they and their Stall Operators conform to any safety, hygiene and/or compliance standards pertaining to their product.
- The sale of raffle tickets by Registered Stallholders is not permitted.

8. Food Stalls and Food Hygiene

- Registered Stallholders who sell food products **must** comply with, and ensure that their Stall Operators comply with, the requirements of:
 - The current Food Safety and Hygiene (England) Regulations 2013 (and any subsequent amendments thereof); and
 - The regulations contained in the Food Safety Checklist issued by the LBRuT Commercial Environmental Health Department (attached to the One Day Street Trading License application form).
- Failure to comply with the specified food hygiene standards and regulations may result in the immediate closure of a stall. Future bookings may also be cancelled.

9. Adverse Weather

- Markets will operate in varying weather conditions and Registered Stallholders and their Stall Operators must be prepared for adverse weather.
- Registered Stallholders, or their Stall Operators, may be asked to pack up their stall due to adverse weather conditions but must not retrieve their vehicle before the official close of the market, unless permission has been given by a KVM Committee member.

- The KVM Committee will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.
- For cancellations due to adverse weather conditions, see 'Cancellations and Refunds'

10. Health and Safety

- All Registered Stallholders and their Stall Operators **must** comply with the regulations contained in the Health and Safety Checklist produced by the LBRuT Commercial Environmental Health Department (attached to the License Application).
- Registered Stallholders and their Stall Operators must ensure that their activities do not endanger the safety or security of any person at the Market.
- Registered Stallholders selling hot food and hot beverages **must** have a fully operational fire extinguisher clearly displayed on their stall.
- Registered Stallholders and their Stall Operators must drive slowly and carefully at all times within the market area.
- Registered Stallholder vehicles **must not** be driven within the market area between 9:45am-10am and 2pm-2:15pm (that is, within 15 minutes before and 15 minutes after the market's advertised trading times).
- Car engines must be switched off during set-up and take-down.
- Registered Stallholders and their Stall Operators must report to a KVM Committee member any incident or accident to any person or property that involves loss or could be expected to give rise to a claim.
- Registered Stallholders and their Stall Operators **must not** possess, sell or operate any hazardous or dangerous goods at the market.
- In the interests of health, hygiene and safety, dogs belonging to Registered Stallholders or their Stall Operators are not permitted on stalls selling food or hot beverages.
- Within the market area, smoking is not permitted at any stall site.

11. Waste and Rubbish Removal

- Kew Village is a Plastic Bag Free zone. Registered Stallholders are requested to use paper, biodegradable or recycled bags on their stall.
- Registered Stallholders and their Stall Operators **must** leave their site and surrounding area clean and tidy. They are required to remove all rubbish and waste from the market area, including boxes and cartons. Failure to correctly dispose of any waste may result in disposal charges.
- Please note that the waste bins provided within the market area are for the use of the general public only.

12. Stallholders' Code of Conduct and Responsibilities

- Registered Stallholders and their Stall Operators **must** respond co-operatively to any direction given by a KVM Committee member in relation to the operation and occupation of their stall, equipment, products and vehicle during operating times or to any direction of a security or safety nature.
- Registered Stallholders and their Stall Operators **must not** cause damage, make alterations or additions of any nature, or carry out works of any nature, to market site property. If any damage is caused, the costs of any repairs, making good and/or replacement will be borne by the Registered Stallholder.
- Registered Stallholders and their Stall Operators **must not** act in a verbally or physically abusive, dangerous, or disruptive manner. This will not be tolerated and will result in immediate closure of the stall, removal from the market of the Registered Stallholder and cancellation of all future bookings.
- Copying the ideas and work of other Registered Stallholders may be in breach of creative copyright and is not in the spirit of the market. Any grievance must be in writing.
- Loud product promotion is not permitted

13. Warranties and Representations of Stallholders

- The KVM Committee permits the Registered Stallholder to attend the market in reliance on the following warranties and representations hereby made by the Registered Stallholder:
 - The Registered Stallholder is the owner of the Approved Products with full power and capacity to sell absolute legal and beneficial ownership of the Approved Products to a third party without any encumbrance;

- The Registered Stallholder is not in reliance on any representation or statement made by the KVM Committee that is not expressly contained in these Terms & Conditions;
- The Registered Stallholder is responsible for obtaining all relevant permits required to operate the Registered Stallholder's business and for ensuring that all merchandise sold complies with all relevant safety and compliance standards and retail laws currently in force;
- The Registered Stallholder does not bring into the market any hazardous materials or substances; and
- The Registered Stallholder will comply with all of these Terms & Conditions and will comply with any changes to these Terms & Conditions, or any relevant local government and/or other relevant statutory laws and regulations.
- The KVM Committee reserves the right to review and amend these Terms & Conditions from time to time.
- Without limiting the generality of these terms, the Registered Stallholder acknowledges and agrees that the KVM Committee is not liable for any claim or loss suffered or incurred by the Registered Stallholder in relation to or in connection with:
 - Theft or damage of Approved Products, equipment or goods under the control of the Registered Stallholder and their Stall Operator(s) or any other property of the Registered Stallholder at any time including times when the market is not trading;
 - Any failure by the Registered Stallholder to sell the Approved Products;
 - Any journey to or from the market;
 - Anything occurring off the market site, including anything that occurs at market; or
 - Damage or injury to any property or person, to the extent permitted by law.
- These limitation provisions are intended to replace any other terms, conditions, warranties and representations implied by statute or otherwise and, accordingly, all such terms are excluded unless the following applies: certain legislation may imply warranties or conditions or impose obligations on the KVM Committee, which cannot be excluded, restricted or modified except to a limited extent.
- These limitation provisions are subject to these statutory provisions. In particular, if the statutory provisions apply, the KVM Committee's liability is not limited, in the case of any legislation that prevents any limitation the KVM Committee's liability or, if the legislation does permit a limitation of liability, the KVM Committee's liability is limited to the cost of the KVM Committee refunding the Stall Fee.

14. Stallholder Indemnity

- Without limiting the generality of any other provision of these regulations, the Registered Stallholder hereby indemnifies and holds the KVM Committee harmless from and against all claims for loss arising in connection with or in relation to:
 - The Registered Stallholder's occupation of the market;
 - The sale or attempted sale of the Approved Products or any other products or services;
 - Any injury or harm suffered by the Registered Stallholder;
 - Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the Registered Stallholder;
 - Any loss of or damage to the Registered Stallholder's property regardless of the cause of that loss or damage;
 - The death of any person as a consequence, in whole or in part, of any act or omission by the Registered Stallholder;
 - Any breach of these regulations by the Registered Stallholder; or
 - Any legal costs on a full indemnity basis incurred by the KVM Committee as a result of the Registered Stallholder's breach of these Terms & Conditions.

15. Exclusion of Liability

- The Registered Stallholder acknowledges and agrees that the KVM Committee makes no warranty or representation in relation to or in connection with the Registered Stallholder's occupation or use of the market. Without limiting the generality of this clause, the Registered Stallholder acknowledges and agrees that the KVM Committee has made no warranty or representation in relation to or in connection with:
 - The prospects of the Registered Stallholder selling the Approved Products at the market;
 - The Registered Stallholder's access to people visiting the market or the access those people have to the Registered Stallholder;

- The existence, number or quality of products that will compete with the Approved Products for the attention of prospective buyers;
- The existence or extent of services and/or facilities of any kind at the market;
- The position within the market that the Registered Stallholder will occupy;
- The suitability of the market for any particular purpose or the existence of any latent or patent defect at the market;
- The extent, if any, to which other visitors to the market might interfere with the Registered Stallholder's use of the market;
- The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the KVM Committee;
- The existence or extent of any security measures undertaken to protect the Registered Stallholder, the Approved Products and/or the market against terrorist or other criminal activity; or
- The existence or extent of any security at the market.

16. KVM Committee's Representations

- The KVM Committee's consent to the Registered Stallholder to attend the market does not convey to the Registered Stallholder any on-going rights in relation to the market into the future, and such approval can be terminated by the KVM Committee at any time in writing and without any period of notice.
- The KVM Committee reserves the right to undertake any of the following actions without notice:
 - Re-locate a Registered Stallholder to another stall space within the market;
 - Require Registered Stallholder to remove from sale any goods or services offered by the Registered Stallholder which are not Approved Products; or
 - Request that the Registered Stallholder undertake any reasonable measure which, in the opinion of the KVM Committee, will improve the safety of the stall or will raise the level of presentation of the stall and its products.

17. Termination

- The KVM Committee reserves the right to withhold consent to a Registered Stallholder to occupy a stall at the market, to remove, or to have removed from the market, a Registered Stallholder who is in breach of, or does not comply with, these regulations, including where a Registered Stallholder:
 - Fails to pay their stall fee by the designated deadline;
 - Fails to abide by the market's set-up or take-down conditions;
 - Fails to abide by the market's trading hours;
 - Fails to abide by the Terms & Conditions;
 - Fails to limit the products offered for sale to the Approved Products;
 - Commits a criminal act at the market; or
 - Behaves in a manner that breaches the market's Terms & Conditions.

All traders, caterers, stall operatives, contractors and employees are subject to these Terms & Conditions of Kew Village Market and by attending the Market are agreeing to be bound by these Terms & Conditions.

FULL NAME OF REGISTERED STALLHOLDER: _____
 (Please print clearly in BLOCK CAPITALS)

SIGNATURE OF REGISTERED STALLHOLDER: _____

Date: _____