

Pride Cymru's Markets Booking Conditions

1. Definitions

1.1. "Trader" means the person named on the application form responsible for the operation and management of the Stall.

1.2. The headings do not form part of these Conditions and shall not be taken into account in their construction or interpretation.

1.3. Any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of such statute and any regulations or orders made. Any general reference to "statute" consists of any regulations or orders made under such statute.

1.4. "Stall" means market stall, table, gazebo or pitch.

1.5. The "Event Organiser" is Cardiff Wales LGBT+ Mardi Gras trading as Pride Cymru.

2. Application terms and payments

2.1. All applications must be made on the appropriate Pride Cymru's online system and approved by the Event Organiser.

2.2. Payments for Stall applications must be received by the Event Organiser in advance of the event date.

2.3. Cheque payments are not accepted.

2.4. Positioning and allocation of each Stall is at the sole discretion of the Event Organiser.

2.5. The Stall must be used for the purpose given in the initial application form subject to any amendments being agreed in advance in writing by the Event Organiser.

2.6 The assignment of, or sharing of a stall, is strictly prohibited. The benefit of any stall allocated to the Trader is personal to the named Trader. It is not assignable to any other individual or group or a successor trader to whom the Trader has sold any part or all of its business.

2.7. Under no circumstances are petrol or diesel generators to be used. If the Trader requires power, they will be able to purchase this via the online booking system.

2.8. No company or person will be allowed to trade on-site without the prior consent of the Event Organiser.

2.9. All traders must comply with the local fire, health and safety regulations and act in accordance with the requirements of the Event Organiser.

2.10. No third party sponsorship may be displayed on any Stall without the prior written approval of the Event Organiser.

2.11. Vehicle movement times and instructions must be strictly adhered to as specified by the Event Organiser.

3. Trader Cancellations

3.1. If the Trader fails to attend the event site within 1 hour of their allotted time slot without prior cancellation then the booking will be cancelled without refund.

3.2. A breach of any condition of the booking shall be grounds for immediate termination of the booking by the Event Organiser without refund.

3.3. Any breach of any applicable law, regulation, or code of conduct applicable to the Stall shall be grounds for termination of the booking by the Event ORganiser without refund.

3.4. All booking for a Market Trader Stall are final. Once an application is placed and approved payment must be processed. No cancellations or refunds will be permitted. By completing your purchase, you acknowledge and agree to these terms..

4. Trading Terms and Restrictions on Trade

4.1. The Trader must adhere to the entry and set-up, exit and trading times communicated by the Event Organiser and any failure to do so may lead to the Trader not being allowed access to the event site without refund.

4.2. The Stall shall be manned at all times until 5pm unless previously agreed by the Event Organiser in writing.

4.3. Any items displayed on the Stall should not obstruct access to other stalls and to public thoroughfares.

4.4. Any items or equipment left in or on the Stall after closing of the market area is left at the Traders own risk and the Event Organiser shall not accept any responsibility for any loss or damage.

4.5 The use of controlled substances is prohibited.

4.6. The Trader is responsible for behaviour of staff or volunteers manning the Stall. The Event Organiser will require any staff or volunteer using offensive, abusive, or threatening language to be removed from the Stall.

4.7. Those in receipt of market wristbands must make sure that they are worn whilst on the event site and shown on request to members of the Event Organiser.

5. Stall Structures and Damage to the Ground Surface

5.1. Traders must ensure that any self-build structures comply with health & safety requirements, are durable and able to withstand any potential unforeseen weather conditions such as high winds & rain. Such structures shall be inspected by the Event Organiser and if found to be unsuitable, the Trader must cooperate with the Event Organiser to rectify the issue where possible. If the issue can not be rectified then the Trader will be required to take down the structure.

5.2. The Trader is responsible for any damage caused erecting the self-build structure to the event site and will be liable for the cost of reinstatement.

5.3. Traders that purchase a self-build, the structure of the stall (which is not provided) has to be weighed down with weights.

6. No-Smoking Policy

6.1. Traders and their staff are prohibited from smoking whilst manning the Stall.

7. Legislation

7.1. Traders shall comply with any relevant legislation, notices, orders and bye-laws and the Event Organiser takes no responsibility for any breach by the Traders. The City of Cardiff by-laws regarding Markets may be emailed upon request.

8. Refuse, Waste and Stall Cleaning

8.1. The Stall must be kept clean and tidy, and all waste removed and appropriately disposed of throughout the day.

8.2. All refuse must be deposited in bins provided on-site. The Trader must remove excess refuse.

8.3. The Trader must leave the Stall clean and tidy at the end of the day.

9. Vehicles

9.1. The Trader must unload and remove their vehicles from the market area within the time slot given by the Event Organiser. Vehicles must be removed from the

event site as soon as unloading is complete and before the Stall is set up unless the vehicle forms part of the Stall.

9.2. No vehicle movement is permitted on the event site after 10am and until the event finishes

9.3. There is no parking available for any Traders and no vehicles are to be left on the event site without prior written consent from the Event Organiser.

10. Stands, Displays and Branding

10.1. The Trader must keep the Stall well maintained and presentable.

10.2. The Trader shall not reproduce the logo of the Event Organiser or any branding associated with the Event Organiser on any publicity material or otherwise without the prior written consent of the Event Organiser.

10.3. The distribution of all literature shall be confined to the Traders' stall area only. Displays, banners, leafleting, signage or any other style of displays are not permitted in the parking areas or on an event site or surrounding areas without the written approval of the Event Organiser.

10.4. You must inform us at the time of booking if you intend to sell or display any materials or products classified as 'adult' or 'explicit'.

11. Electricity

11.1. The use of kettles, heaters, microwaves, radios or any similar equipment during the event is strictly prohibited.

11.2. Electricity at these events can sometimes be erratic and may cause electric surges or spikes. Suppose the Trader relies on electricity for machinery such as computers or weighing scales. In that case, the Trader shall arrange for battery emergency backup and seek advice from a qualified electrician regarding the fitting of circuit breakers or a residual current device.

11.3. All electrical equipment must be tested for electrical safety, and a current green Electrical Safety Test PAT sticker should be displayed on each item.

11.4. The Event Organiser has the right to inspect all electrical equipment on site and only items displaying a current green Electrical Safety Test PAT sticker will be permitted for use on the Market.

12. Health and Safety

12.1. All Traders must submit a completed Risk Assessment to the Event Organiser in advance of the event.

12.2. Use of flammable, explosive, or otherwise dangerous materials or equipment is strictly prohibited on the vent site.

12.3. No Trader is allowed to sell any of these prohibited items at the Event

12.3.1. Knives or any item construed as a weapon or a replica weapon.

12.3.2. Any illegal or controlled substances.

12.3.3. Food, Snacks, Soft Drinks, Ice Cream, Alcohol, Cigarettes or Tobacco products of any description without the written permission from the Event Organiser.

12.3.4. Any item purporting to be official or unofficial festival merchandise of any description or regarding any of the artists appearing at the event.

12.3.5. Any unauthorised records, CDs, videos or tape recordings

12.3.6. Hand-held torches, flares or wands may constitute a fire hazard or cause injury to any person.

12.3.7. Laser pens or other laser equipment.

12.3.8. Perfume / scented liquids in glass bottles

12.4. Any Trader found selling any of these products will be removed from the site, and no refund will be issued.

13. Lotteries and Games of Chance

13.1. No lotteries or Games of Chance with cash prizes to be held on any Stall.

14. Liability

14.1. If the event has to be cancelled, interrupted, or curtailed due to circumstances beyond the control of the Event Organiser then there shall be no refund on any booking.

14.2. Where the event is cancelled or postponed by the Event Organiser 4 weeks before the event date, no refunds will be issued.

14.3. The Trader is liable to the Event Organiser for any loss or damage occasioned to the fabric and/or structure of a pre-build Stall or to any other part of the event site.

14.4. The Trader is to have in force a policy of Public Liability insurance effected with a reputable insurance company covering the Trader against third party risks for a sum of not less than £10,000,000.00. Proof of the policy must be supplied to the Event Organiser in advance of the event.

14.5. If a Trader fails to provide a copy of their in-date Public Liability policy before the event, the Trader will not be given access to the event site and no refund shall be given.

14.6. Neither the Event Organiser nor their representatives shall be liable or responsible for any injury to the Trader or their employees, volunteers, agents, guests, or visitors within the Stall space allocated to them.

14.7. The Event Organiser will not be liable for any loss due to machinery breakdown, failure of electricity supply, leakage of water, fire, government restrictions or act of God, which may cause the Stall to be temporarily or permanently closed or trading to be interrupted or cancelled.

14.8. The Event Organiser will not be liable for any damage to any electric device used by a Trader powered by the electric supply.

14.9. The Trader shall indemnify the Event Organiser from and against any claims and/or any damage to stock, equipment or persons in connection with the Stall.

14.10. The Event Organiser shall not be held liable for any claims relating to theft, vandalism or damage to any stock or equipment used on the Stalls and/or left on the Stall overnight.

15. General

15.1. The Event Organiser reserves the right to substitute, waive or change, without notice, any details of the Stall or booking conditions and procedures.

15.2. In the event of any dispute the decision by a senior representative of the Event Organiser shall be final.