

Clapham Market
TERMS & CONDITIONS

1.0 Definitions

- 1.01 In these terms and conditions the terms you or yours refers to the person or organisation that is applying for a pitch to trade from;
1.02 Clapham Market is the trading name of Leafhouse Ltd

2.0 Application

- 2.01 A signed copy of these terms and conditions, together with your completed application form, a copy of your insurance certificate, a sample tariff, PAT certification (if necessary), Risk Assessment, Corgi certification (if necessary), a copy of the Food Hygiene certificate for the stall manager and details of your registration with your local authority must be received before any application can be accepted;

3.0 Payment

- 3.01 Pitch Fee must be paid in full before you will be allowed on site.
3.02 An additional separate cheque of £100, must be received by event date. This will be destroyed after a designated representative of Clapham Market has ensured that your designated pitch has been left tidy and in good order; If your designated pitch has not been left tidy and in good order, then Clapham Market retains the right to cash this cheque to cover the cost of cleansing and making good. You are responsible for the removal of all waste from the market. There are currently no waste collection facilities (though this is something we are looking at in the longer term).

4.0 Insurance

- 4.01 You are obliged to take out insurance to cover any hazard or loss which may occur at the festival. This must include public liability insurance for no less than £5,000,000 or an amount that you feel commensurate with the risk; A copy of your insurance certificate must be sent with your application, no applications will be accepted without insurance details;

5.0 Losses

- 5.01 You agree that Clapham Market or any of their designated representatives are not responsible or hold any liability for; any financial losses, for any loss or damage of your equipment, goods or personal belongings, personal injury of representatives working for or connected to you or for any members of the general public attending this festival which are directly or indirectly incurred by you whatsoever.

6.0 On Site

- 6.01 Clapham Market and their designated representatives are solely responsible for the allocation of pitch sites;
6.02 You may not sub-contract your stall or any part of your stall;
6.04 Only recyclable or biodegradable packaging is allowed on site. NO plastic bags or polystyrene. You may find this site helpful: <http://www.recycle-more.co.uk/>
6.05 No amplified music or PA systems are permitted
6.06 No animals or pets are allowed on site, any animals brought onto site will be removed at your own expense; Failure to do this will result in your expulsion from site, with Sourced Market entitled to retain your full pitch fee;
6.07 You are obliged to keep the area directly in front of your stall tidy and free of rubbish.
6.08 Care should be taken not to cause any damage or change to the site, including the grass in public areas, or to any of the fittings, equipment or any other property belonging to the site or to Clapham Market or their designated representatives; You shall pay for any damage, including accidental damage caused;
6.09 You shall ensure that your designated pitch has been left tidy and in good order and that Clapham Market or their designated representatives have deemed it so; Any cost for cleansing your site will be charged to you which will include failing to dispose of waste oil appropriately, or leaving gas bottles behind;
6.10 You are not permitted to make any recordings or broadcast of the event; All images and sound recordings remain the property of Clapham Market
6.11 Clapham Market reserve the right to cancel a traders pitch at any time due to adverse weather that results in space not being available.
6.12 Trading may only take place during permitted times
6.13 Except by prior written agreement from Clapham Market trading may only take place from stalls and canopies provided by Clapham Market.
6.14 Vehicles are only allowed on site for loading and unloading during specified hours. Trading may not take place from vehicles except by prior written consent from Clapham Market.

7.0 Fire / Gas / Electricity / Water

- 7.01 You must supply a completed fire risk assessment (as part of this application form);
- 7.02 All gas appliances must comply with the relevant regulations and must be certified by a registered Corgi engineer; Corgi testing must have taken place within the last 12 months
- 7.03 All stalls must supply a 5kg dry powder fire extinguisher (tested within a year of July 24th 2008) and a fire blanket
- 7.04 Your site fee does not include electricity; you must order and pay for your electricity in advance.
- 7.05 All electrical equipment used within your stall must have portable appliance testing (PAT) certification from a qualified electrical engineer; PAT testing must have been carried out within a year of event date, copies of certification must be sent with your application, no applications will be accepted without PAT details
- 7.06 All wastewater must be disposed of carefully and appropriately

8.0 Intentionally deleted

9.0 Health and Safety

- 9.01 You must supply details of your registration with your local authority on application, no applications will be accepted without registration details
- 9.02 Ensure that all working practices comply with the regulations as outlined in the Management of Health and Safety at Work Regulations 1999;
- 9.03 Ensure that all working practices comply within the regulations as outlined in the Manual Handling Operations Regulations 1992;
- 9.04 Ensure that all working practices comply with the regulations as outlined in the Personal Protective Equipment at Work Regulations 1992;
- 9.05 Ensure that all working practices comply with the regulations as outlined in the Provision and Use of Work Equipment Regulations 1998;
- 9.06 Ensure that all working practices comply with the Food Hygiene (England) Regulations 2006;
- 9.07 Ensure that all working practices comply with Regulations (EC) No 852/2004 on the hygiene of foodstuff;
- 9.08 Ensure that all delivery, storage, containment, usage and removal of flammable liquids comply with the regulations contained in the following: The Management of Health and Safety at Work Regulations 1999, The Health and Safety at Work Act 1974, Highly Flammable Liquids and Liquefied Petroleum Gases Regulations 1972;

10.0 Non-compliance

- 10.01 Clapham Market and their designated representatives reserve the right to remove you from the market site if you do not comply with the obligations as outlined within this document;
- 10.02 You may not be permitted to operate your stall or outlet if you do not satisfy the licensing requirements of the Local Authority; Clapham Market and their designated representatives cannot accept any responsibility or liability if this situation occurs;
- 10.03 You agree to abide by the above clauses of 1.0 - 10.03 and indemnify Clapham Market and their designated representatives against any claim, loss or liability arising from a breach of the above clauses/ regulations;

Declaration

I / we understand our obligations and regulations as laid out in this agreement and hereby undertake to abide by them, and the instructions of Clapham Market their designated representatives; I / we have read and understood the generic health and safety handout received with this application;

Signed	
Print Name	
Position in Business	
Trading Name	
Date	

