



Wokingham May Fayre 2025

Terms & Conditions

1 Definitions

- The 'Organiser', 'We', 'Our' or 'Us' refer to the Wokingham Lions Club CIO.
- The 'Event' is the Wokingham May Fayre and the 'Event Day' is Mon 5th May 2025.
- The 'Stallholder' is the individual and/or the organisation named on the Application and Booking Form.

2 General

- 2.1 All stalls are allocated on a first come basis, and the decision of the Organiser in all matters is final.
- 2.2 Registered Charities must give their Charity Registration Number.
- 2.3 Local Craft stallholders must have an address with a Wokingham Borough Council Postcode. Local Craft stallholders outside the Wokingham Borough area are classified as Trade/Commercial. Local craft is defined as selling handmade items not made in a factory.
- 2.4 We reserve the right to decline any application deemed to be unsuitable for the Event.
- 2.5 All sale/ride prices, together with any required height/age restrictions, must be clearly displayed and cannot be increased during the day.
- 2.6 Any rules or regulations required for the stall, including health & safety regulations, must be clearly displayed throughout the day
- 2.7 Any mechanical equipment, including generators, must be declared in advance and must be reasonably quiet (preferably under 70dBa). We reserve the right to bar anything that We consider to be excessively noisy. Please think about adjacent stallholders i.e. direction of exhaust fumes etc.
- 2.8 We want to offer a wide variety of foods. Therefore priority will be given to food stalls selling different types of food (i.e. not just burgers or sausages).
- 2.9 No vehicles weighing more than 3,500Kg are permitted on site (except fairground rides).

3 Payment

- 3.1 **Applications will not be processed until the total booking fees are paid in full.** The means of payment are listed on the application form.
- 3.2 Payment must be received within 30 days of the application date or by 31 March, whichever is sooner, otherwise the application may be rejected.
- 3.3 Refunds will be provided in the following circumstances:
 - a. If the Organiser declines the application form, the booking fee will be refunded in full.
 - b. If the Event is subsequently cancelled by the Organisers, the booking fee will be refunded in full

- c. If the stall holder cancels at least 30 days prior to the Event Day, the booking fee will be refunded in full.
- d. If the Stallholder cancels less than 30 days prior to the Event, regrettably no refunds will be made.

4 Stallholder's Responsibility

- 4.1 The Stallholder must comply with the Public Liability, Risk Assessment and Health & Safety requirements detailed below
- 4.2 It is the responsibility of the Stallholder to provide all gazebos, tables or chairs or other furniture that they require. All gazebos must have their legs weighed down, ideally with purpose made weights. Note that there is no on-site water supply.
- 4.3 We cannot provide an electricity supply. The Stallholder can use a portable generator subject to compliance with our Health and Safety requirements defined below.
- 4.4 For safety reasons, all Stallholders must ensure that their stalls are set up by the advertised starting time and not cleared away until after the advertised finish time. During the Event Day no vehicular movement into, out of or within the designated areas will be allowed from advertised starting time until the time authorised by the health and safety officer (approximately 5.00pm).
- 4.5 The Stallholder is responsible for clearing away and taking home all rubbish generated by their stall and in the surrounding vicinity of their stall. We urge everyone to think about recycling. Stallholders selling food should avoid using polystyrene containers wherever possible and use sustainable alternatives.
- 4.6 Any damage whatsoever and howsoever caused by the Stallholder on the Event Day must be rectified by the Stallholder at the Stallholder's own cost
- 4.7 The Stallholder may not assign their allocated stall to another trader or organisation unless agreed by the Organiser in advance.
- 4.8 It is the responsibility of the Stallholder and implicit in this agreement that all Licences, Permits and/or Hygiene Certificates required by the Stallholder in order to operate their stall are obtained prior to the Event Day. Copies of the relevant Licences, Permits and/or Certificates should be available for inspection at the Event and where applicable displayed at the Stall.
- 4.9 It is an offence to sell, or donate as a prize, alcohol to anyone under the age of 18. Wokingham Town Council request that all Stalls that sell or give prizes of Alcohol must display and adhere to Challenge 25 (see <https://www.lawble.co.uk/challenge-25/>). The Stallholder must ensure compliance, nominate a responsible person and include details in the risk assessment.

5 Public Liability Insurance

- 5.1 All Stallholders must have appropriate Public Liability Insurance (PLI) covering their activity on the day with a minimum value of £5m.
- 5.2 A copy of the Stallholder's current PLI must be sent to safety@wokinghamlions.org.uk **within 30 days of the application or by 31 March, whichever is sooner**. The Stallholder name must be included in the email heading. If the policy expires before the Event Day then the Stallholder must send an updated copy to us **by 31 March**. Failure to comply will result in the application being cancelled and the application fee being forfeited.
- 5.3 A copy of the valid insurance certificate must be displayed on the stall on the Event Day

6 Risk Assessment

- 6.1 All Stallholders must undertake a risk assessment of their stall to identify and minimise risks and to ensure that the stall is in full compliance with current Health and Safety and Food Standards legislation. A copy of your risk assessment should be available for inspection at the Event.
- 6.2 If the stall involves heating, lighting, any type of machinery (including generators), food, animals or inflammable materials, or physical participation where there is a possibility of risk of injury to members of the public, you must send a copy of your Risk Assessment alongside your application to safety@wokinghamlions.org.uk **within 30 days of the application or by 31 March, whichever is sooner** . Note that even if you do not need to send the Organiser a Risk Assessment, your own insurer will likely require you to have one.
- 6.3 If a stall sells alcohol or donates prizes of alcohol, then the Risk Assessment must define steps to be taken to ensure it is not given to anyone under the age of 18. A responsible person must be nominated to ensure compliance. Wokingham Town Council may carry out spot checks.

7 Health and Safety

- 7.1 All stallholders must comply with our Health and Safety requirements, which can be downloaded from <https://wokinghamlions.org.uk/mfhs>

8 Governing Law

This agreement shall be governed and construed in accordance with the laws of England and Wales.

9 Data Protection

The Stallholder agrees that their details may be held on file for the purpose of administering this Event and future events. Our Data Privacy Notice is on Our website

Date: 14/01/25

<https://wokinghamlions.org.uk> Facebook Event <https://fb.me/e/9DmuLF2Ka>