

## TERMS & CONDITIONS

### TRASH & TREASURE FARMERS MARKET VENDOR AGREEMENT

IN CAHOOTS LONDON LTD trading AS **TRASH & TREASURE Farmers Market (TTFM)** supports the local community, and it is essential that our vendors treat the market, the community, one another, and our customers courteously and professionally. Actions or activities that in the reasonable opinion of TTFM are injurious to the community or to the reputation or operations of TTFM or the reputation of its community sponsor will not be permitted. By signing this document, you agree to the below rules and regulations necessary and appropriate for the orderly and efficient operations of TTFM.

#### **RULES & RESPONSIBILITIES: You hereby understand and agree to:**

- Occupy only the square footage rented and no spreading beyond your rented booth space(s). If you need more space, you must request it from the Manager who will try to provide it based on space availability and the needs of other vendors and the market.
- Vendors are prohibited from using space other than that which is rented. Unauthorized use of space is subject to additional charges;

All fees must be paid immediately via **bank account** and the latest booking can be made by 9am two weeks prior to market day.

- Keep the market safe for pedestrians and shoppers by maintaining a tidy setup free of any items or objects that could pose a trip or other hazard;
- Never sell or otherwise bring any dangerous items or merchandise to the market, including but not limited to weapons, guns, explosives, harmful chemicals, drug paraphernalia, fireworks, incendiary devices, etc.
- Limit sales activities to your booth and not hawk or shout for shoppers' attention.
- Never sell counterfeit or/ and stolen items.
  
- Not to discriminate against any shopper or vendor on the basis of race, colour, national origin, religion, gender, sexual orientation, gender, identity, age, disability.
  
- Vendors will be selected on the basis of quality, type, and sales price of merchandise and the interests of the community, the market, our customers and other vendors.
- There will be no discrimination against a vendor by TTFM on the basis of race, colour, national origin, religion, gender, sexual orientation, gender identity, age, disability.

- Vendors who are suspected of fraud or the misrepresentation of merchandise, sell illegal or prohibited merchandise, harm the community, interfere with the orderly and efficient operations of the market, harm the reputation of the market or otherwise fail to maintain good relations with our customers and other vendors may be excluded from market.
- Your pitch must not be left unattended at any time, and if it is, TTFM will not be held responsible for any theft or damage to your goods whilst unattended.
- **Problems with Other Vendors** – Any grievance regarding the actions of other vendors shall be brought to the attention of the Manager and not directed to the vendor in question, and management will work to mediate a resolution; if a resolution cannot be mediated one or more vendors may be asked to leave the market and will not be entitled to a return or refund of any reservation fee.
- Non-Adherence – Vendors who do not observe this Agreement may be subject to loss of vendor privileges and may be asked to leave the market immediately. No refunds will be given for vendors under such circumstances.
- *TTFM is not held liable for any lost or stolen goods whilst at the market.*

**CANCELLATIONS must be received ONE WEEK prior to the market by e-mailing [incahoots16@gmail.com](mailto:incahoots16@gmail.com)**

**If cancelling 2 weeks prior to event, we will either refund you the pitch fee or you can choose to transfer it to another date of your choice. Within 1 week, you will lose your deposit completely.**

**NO-SHOW POLICY:** If you have not contacted us to cancel ONE WEEK PRIOR TO MARKET and you do not show up for the space you reserved: 1) you will be held accountable for the cost of the space and 2) you must pay before you can reserve a space at the market again. Any vendor in arrears will not be permitted to sell at the market until the arrears are satisfied in full.

### **LOAD IN & LOAD OUT**

- Load-in/setup is from 8.30a.m. (or earlier on request) You can drive vehicles on site to unload and then there is free on-street parking directly outside the school gates.
- Vehicles are allowed in for load-out from 3p.m. or when the Manager grants permission.
- Load-out must be completed by 4p.m.
- Vehicles must take extra care to ensure the safety of pedestrians and other vendors during the load-in and load-out process.

**POWER:** If your stall is using electricity please make sure all appliances are PAT tested and circuit breakers used. Electrical cables must be positioned safely. All cables must be taped down securely so as not to endanger the public.

All **FOOD / BAR TRADERS** shall supply public liability insurance of not less than £5,000,000 per claim on acceptance of application.

All **FOOD VENDORS** shall ensure appropriate procedures are in place to ensure the maintenance of high standards of hygiene and avoid all health hazards.

All stallholders selling pre-cooked food must hold a Food Hygiene Certificate which should be emailed to us prior to market day. Stallholders cooking food on site must check temperature of food regularly.

ALL **VENDORS** shall keep their allocated area clean and tidy and remove at the end of the trading day all items belonging to them and all rubbish. Under the event that a Trader spills anything on the paving, It will be the **Vendor's** responsibility to clean the paving, restoring it to its existing condition. If a **Vendor** leaves any stains on the paving, Trash & Treasure is entitled to charge said Vendor a reasonable fee to cover cleaning costs.

**COVID-19 CLAUSE:** We will have hand sanitizer stations but we would advise you to bring some for your stall. Also bring any PPE equipment you wish to and wear at your own discretion.

If anyone feels unwell, then we will take temperature checks. If necessary, the stallholder can leave early.

Please just use your common sense as much as you can to avoid overcrowding. If we have to cancel due to Covid-19, all slots will be deferred to the next market date or a date of your choice.

**WEATHER:** TTFM will close only for severe weather warnings, heavy snow, or wind conditions. Market closures are rare and are posted on the website and announced on social media as soon as practicable. You may also call the market during business hours to inquire. If it rains sufficiently before 9 a.m. a rain date may be declared at the discretion of the management. If we have to cancel for any reason, all slots will be deferred to the next market date or a date of your choice.

**INDEMNIFICATION:** You hereby agree to protect, defend, indemnify and hold harmless Trash & Treasure Farmers Market, including affiliates, employees, and representatives of the aforementioned entities, from and against any and all losses, causes of action, costs, damages, claims (actual or alleged) and expenses resulting from claims for bodily injury, death, property destruction, damage or theft arising out of or incidental to or in any way resulting or occurring by reason of the conduct, actions,

omissions, negligence or incompetence by TTFM or its employees, or representatives, including all vendors participating in the market. You covenant not to sue TTFM and waive all claims against TTFM for consequential damages, loss of profit or sales as a result of weather, shopper turnout, TTFM decisions to ask you to leave or to not rent to you and any other known cause. You further agree that TTFM are not responsible for any damage, loss or theft of your merchandise or property. You agree to abide by the rules and regulations of TTFM as described in this Agreement &/or on the TTFM website.

All gazebos must be of proper market standard and not a lightweight garden gazebo. It must have appropriate weights. If any accidental damage occurs to any of your goods, those of other traders or to the general public due to your gazebo flying off in the wind or falling down, TTFM accept no responsibility and this should be covered by your own insurance.

**COMPLETE AND SIGN:**

***I confirm that I have read and agree to abide by the guidelines for participation at TTFM, and I accept full responsibility for any damages, loss or theft and all charges incurred:***

Vendor Full Name:

Phone Number(s):

Email Address:

**SIGNATURE:** \_\_\_\_\_ **Date:**

TTFM Representative's Name:

TTFM Representative's Signature:

**APPLICATION**

If you are a first-time vendor, you must complete an application. Applications are available by request from IN CAHOOTS, by emailing [incahoosts16@gmail.com](mailto:incahoosts16@gmail.com)

[www.trashandtreasuremarkets.com](http://www.trashandtreasuremarkets.com)