



# STALL HOLDER TERMS AND CONDITIONS

## 1. DEFINITIONS

- a. "You" means the stall holder
- b. "Organiser" means Swansea Pride CIO
- c. "Event" means Swansea Pride on 18<sup>th</sup> May 2024
- d. "Your Staff" means all your members of staff and volunteers used by you throughout the duration of the event
- e. "Your Stall" means the area/pitch you will be using or the stall, stand or booth you will be bringing to the event

## 2. BOOKING PROCESS

- a. All bookings are made through the online form
- b. Your booking is not confirmed until you have received confirmation from Swansea Pride that this is the case
- c. Swansea Pride reserves the right to refuse any booking without being required to give a reason

## 3. STALL TYPES

- a. Swansea Pride provides two types of stalls:
  - i. A stall outside of the Guildhall in the main event space
  - ii. A stall inside the Brangwyn Hall in the Community Zone
- b. These terms and conditions apply to both types of stalls
- c. For inside stalls a table and chairs will be provided
- d. For outside stalls nothing is provided

## 4. HEALTH AND SAFETY

- a. You must undertake a risk assessment for your stall prior to the event and submit the relevant documents to the organisers via email.
- b. You agree to ensure that you and your staff comply with all relevant health and safety legislation and other guidelines relevant at all times during the event, including while setting up your stall and leaving the event
- c. During the event you must comply with the directions of the event organiser at all times
- d. When using temporary structures such as gazebos, awnings or tents The Exhibitor must make sure it complies with Health and Safety

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standards. This is due to health and safety implications such as high winds, trip hazards with cables etc.

### 5. INDEMNITY AND INSURANCE

- a. The organiser is not responsible for and will not accept liability for any injury, death or damage to property however caused, that occurs to you or your staff that arise from your stall or your participation and present at the event.
- b. You agree to indemnify the organisers against all claims, actions, demands, proceedings, costs or awards in respect of any loss, damage, injury or death to person(s) or property engaged by you or assisting you caused by or arising from your stall or your attendance at the event.
- c. You must take out Public Liability Insurance at the minimum level of £5 million. You will be required to produce documentary evidence. This insurance must be valid throughout the duration of the event.
- d. Failure to provide proof of insurance cover as required will lead to the cancellation of your booking and prohibition from attending the Event.
- e. Swansea Pride may share copies of any documentation or information that you supply to Swansea Council or any other relevant authorities.

### 6. CANCELLATION

- a. The organiser reserves the right to cancel your booking. Should the organiser cancel your booking, the organiser agrees to provide notice of cancellation no later than 14 days before the Event
- b. The organiser reserves the right to cancel the event on short notice due to an emergency of any kind or circumstances out of the control of the organiser. A full refund of any fee paid will be given in such circumstances.
- c. If the organiser cancels your booking as above, you will receive a full refund of any fee paid within 30 days of the organiser issuing you with a notice of cancellation.
- d. If you wish to cancel your booking, notice of cancellation is required in writing to the organiser, a full refund will be given up to 30 days before the event otherwise the full fee is due
- e. The organiser will not be liable for any consequential loss suffered by you due to cancellation of the event in accordance with clause a or b.

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### 7. TRADING ACTIVITY

- a. No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the event without the prior written consent of the organiser. A license may be required by Swansea Council if consent is granted by the organiser.
- b. No fundraising is allowed, except for Swansea Pride. This includes offering a service or product in return for a donation, or asking people to sign up to direct debits etc
- c. The organiser reserves the right to restrict the sale of any product(s) that are deemed inappropriate or offensive.
- d. No third party sponsorship or branding can be displayed without written approval from the organiser
- e. Due to licensing restrictions Amplified Sound System or Radio Road shows will not be operated from any stand within the Trade Space without the written consent of The Organiser.
- f. Please consider limiting the use of single use plastic
- g. We cannot allow under any circumstances the selling of:
  - i. Knives or anything that could be construed as a weapon or replica weapon
  - ii. Any illegal or controlled substances
  - iii. Adult material or explicit material
  - iv. Food, snacks, soft drinks, ice cream, alcohol, cigarettes or tobacco products of any description without written permission from The Organiser
  - v. Any item purporting to be official or unofficial Swansea Pride merchandise of any description, or in regard to any of the artists appearing at the event
  - vi. Any unauthorised records, CDs, videos or tape recording
  - vii. Candles, hand held torches, flares or wands which may constitute a fire hazard or cause injury to any person
  - viii. Laser pens or other laser equipment
  - ix. Any Exhibitor found selling these products will be removed from the site and no refund will be available.

### 8. GENERAL CONDITIONS

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- a. The location of you Stall will be allocated by the organiser considering the overall environment and stalls
- b. The organiser does not provide any power. Any equipment used at the event by you or your staff must be in good condition, working order. Equipment must be used, installed, storage and dismantled in accordance to the manufactures instructions.
- c. Any photography at the event must only take place with the prior consent of the organisers and with the appropriate consent in place.
- d. Stalls offering therapy or cosmetic services **MUST** provide copies of their qualifications. Qualifications must be displayed at the stall when offering services involving massaging or touching skin or hair of attendees. A consent form must be signed by a parent or guardian for anyone younger than 18 years of age.
- e. Information on set up times will be provided with an information pack closer to the event date.
- f. You will be required to comply with Welsh Government rules on the separation of waste, further details will be provided by the Organiser closer to the event and can also be found at <https://www.swansea.gov.uk/newcommercialrecycling>

By accepting the booking you are accepting these Terms and Conditions. If any of the above Terms & Conditions are not followed, the organiser reserves the right to restrict trading on the event day. You may be asked to change certain things, to meet our Terms & Conditions and Health & Safety requirements. Failure to comply with any request may result in cancellation of stall booking on the day, no refunds will be given and you may be removed from the site.

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