

Event Booking Terms and Conditions

This page (together with the documents referred to on it) defines the terms and conditions on which we enable you to make a booking for a place at any of our events ('Events') listed in our flyers, social media and on our Website. Please read these terms and conditions carefully before booking any of our Events. **You should understand that by booking any of our Events, you agree to be bound by these terms and conditions.**

Please understand that if you refuse to accept these terms and conditions, you will not be able to book any of our Events.

1. PRICE AND PAYMENT

The price of any of our Events is available on our Website.

Prices are liable to change at any time, but changes will not affect bookings in respect of which we have already sent you a Booking Confirmation, except in cases of obvious error.

You may pay for your booking online by credit and debit card. Credit and debit card payments made online through our Website are processed by a secure payment collection service. Our online payment processing is undertaken by Stripe, a leading secure internet payment service provider.

To successfully process your online booking, you will be transferred to a secure page to enter your credit or debit card details and finalise the payment process. Stripe will need to know certain information about you in order to process payment for the booking.

Please note, we ensure our emails are secure as possible, however, **please do not send us payment information using email.** Unless we are proven to be fraudulent or negligent, we will not be liable to you for any losses caused as a result of unauthorised access to the personal and transactional information that you provide us when making a booking.

2. CONFIRMATION OF PURCHASE

After making a purchase online you will receive an e-mail from us acknowledging that we have received your payment.

The contract between us ('Contract') will only be formed when we send you the Booking Confirmation and receive full payment. Should there be a limited number of places at each Event these will be allocated in order of receipt of payments.

3. CODE OF CONDUCT

By agreeing to the terms and conditions of booking you are also agreeing to conduct yourself safely, professionally and respectfully when attending an Event. Unacceptable behaviour will not be tolerated. Examples of unacceptable behaviour include, but are not limited to, overt and/or covert acts of harassment, intimidation, or discrimination in any form, physical or verbal abuse of anyone, verbal comments related to any protected characteristic including gender, sexual orientation, disability, physical appearance, body size, race, religion, national origin. Also inappropriate use of nudity and/or sexual images in public spaces, emails, messaging apps or social media will not be tolerated. Threatening or intimidating behaviour or behaviour that is disruptive to the Event will not be tolerated. Anyone requested to stop unacceptable behaviour is expected to comply immediately. If you do not comply immediately, South Ridgeway Community Association staff (or their designee) or security may take any action deemed necessary and appropriate. The South Ridgeway Community Association reserves the right to prohibit attendance at any future South Ridgeway Community Association activity.

4. EVENT CONTENT

We reserve the right to make changes to the published programme of an Event (but not the overall content), for example to timings and/or performers if one of the advertised performers is unable to attend. In such cases, we will endeavour to find a replacement of similarly high quality and standard and you will not be entitled to a refund if you cancel your place.

5. EVENT VENUE

You are liable for any loss or damage which you may cause to our premises and agree to adhere to all housekeeping rules, procedures and policies (including policies as to behaviour and conduct) that may be in place at the venue from time to time.

If you have a disability or medical condition that requires special arrangements to be made, or specific dietary requirements, please notify us of your requirements when making your booking.

6. OUR CANCELLATION AND REFUND POLICY

No refunds will be made for cancellations made by you or for non-attendance.

We reserve the right at any time and without prior warning to change the venue of the Event and/or Performers from those described in the programme. We also reserve the right in our absolute discretion, to cancel your booking where we need to do so due to circumstances outside of our control (including, but not limited to, situations where sufficient numbers have not booked for the Event or the performers are unavailable or cancel the Event or if you are more than 30 days in

arrears with any payment due to us, or if it may prejudice our reputation). We shall have no liability for losses or costs which you may incur due to such cancellation but we shall refund your booking payment (in full as soon as possible) or offer you an alternative Event if one is available. You have the choice of accepting the refund, a credit note or attending the alternative Event.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase but reserve the right to refund using an alternative method.

7. IMAGES

We often take photographs at events for marketing purposes. By attending an event, you are giving us permission to use images in which you may be present. In addition, these images may be shared and stored on third-party platforms. Should you not wish to appear in any images, please notify the South Ridgeway Community Association representative at the event.

8. OUR LIABILITY

Event attendees shall be required to keep their personal belongings with them at all times and we accept no liability for damage to, or loss of, personal belongings. We do not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned on our premises or at external venues save for any damage caused by our negligence in which circumstances our liability shall be limited to the amount of our insurance for such losses.

We will not be responsible to you or any third party for any business loss (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) or any other loss or damage which does not result directly from our actions.

Nothing in these online event booking terms and conditions excludes our liability to you for personal injury or death caused by our negligence.

9. EVENTS OUTSIDE OUR CONTROL

The South Ridgeway Community Association shall not be liable for the delay or cancellation of an event, if the delay or cancellation is caused by circumstances or events outside our reasonable control. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes (without limitation) the following:

- Strikes, or industrial action;
- Riot, terrorist attack or threat of terrorist attack, war;

- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- Impossibility of the use of public or private telecommunications networks; and
- The acts, legislation, regulations or restrictions of any government;

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

10. WRITTEN COMMUNICATIONS

We will contact you by e-mail or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11. PRIVACY

Our [Privacy Policy](#) explains how we will use the information which you have provided to us.

12. PUBLICITY

We may use photographs taken at Events in publicity and marketing materials, including use on our Website. Your attendance at an Event may mean that you are featured in such photographs and you are deemed not to object to the taking of such photographs as detailed above. If you do not wish to be included in any photograph, please notify the South Ridgeway Community Association representative at the relevant Event prior to the photographs being taken.

13. TABLE-TOP SALES AND CRAFT FAIRS

In addition to the above terms and conditions, the following regulations apply to all stallholders at sales and fairs held at the Giraldu Centre. Strict compliance with them is a term and condition of hiring a pitch at an event. It is essential that all stallholders cooperate and play their part in ensuring that the Giraldu Centre Table-Top Sales and Craft Fairs are profitable, enjoyable and safe for everyone. This includes complying with the commercial and administrative terms (especially regarding bookings and payment outlined above), the insurance terms, trading standards guidelines, food hygiene and the risk management and accident prevention terms.

Trading Hours

The trading hours for each fair are as advertised. Stallholders are expected to trade for the duration of the event. Any variation to these trading times will be notified by the Giraldu Centre prior to the event.

Allocation and Position of Tables

The Giraldu Centre is solely responsible for the allocation and position of tables. It is not permissible for stallholders to change the table position without consultation with the Giraldu Centre's approved representative.

Eligible Goods

No trader will be permitted to sell reproduction firearms or weapons including knives (other than domestic cutlery), any weapon that can propel an object, fireworks, flammable liquids or gasses, counterfeit goods, electrical items, drugs, alcohol and offensive publications or material.

The Giraldu Centre reserves the right to request the removal from a stall of any items which its approved representative deems unsuitable for sale and the stallholder agrees to abide by any such request immediately.

Exclusive Trading Rights

The Giraldu Centre does not guarantee exclusivity of products on sale.

Site Use and Presentation

Stallholders must operate strictly within the boundaries of the stall site that has been allocated to them and avoid encroachment into neighbouring trader pitch space. The presentation of stalls must be of a professional standard that is satisfactory to the Giraldu Centre's approved representative. Electrical equipment must be PAT tested.

Setting Up, Closing Down, Loading And Unloading

Stallholders must set up, close down, load and unload strictly within the specified times and guidelines given for each event. Once you have unloaded or loaded your vehicle, you agree to park your vehicle away from the entrance, as directed by the approved representative. Before vacating their stall site, stallholders must remove all rubbish and do all other things that may be reasonably necessary to leave the stall site in the same condition that it was in before they set up their stall for the day.

Bad Weather and Other Disruptions

The Giraldu Centre events operate in all weathers and will operate on the designated day unless extreme weather or other disruptions that are beyond the Giraldu Centre's control compel the Giraldu Centre to close the fairs for the safety of traders and the public. It is the responsibility of the stallholder to contact the Giraldu Centre to check if the event is going ahead. The Giraldu Centre will communicate the cancellation of an event via social media.

Operator's Directions

Stallholders must comply with all directions given to them by the Giraldu Centre. Stallholders must treat the representatives of the Giraldu Centre, other stallholders and members of the public with courtesy and respect at all times. Any unacceptable behaviour including, but not limited to, aggression, abusive language or refusal to comply with a reasonable direction will be treated as a breach of a condition of these regulations. Such a breach is likely to result in that stallholder being required to leave the Giraldu Centre immediately and being banned from trading at any future fairs. Any direction given by the Giraldu Centre regarding risk management or accident prevention must be complied with strictly and immediately.

Personal behaviour: Code of Conduct

Stallholders are expected to behave in a professional and socially acceptable manner at all times having regard to the interests of all customers and staff as a whole. Verbal abuse or physical aggression will not be tolerated in any circumstances towards any customer, trader or representative of the Giraldu Centre. Any activity involving calling, shouting, playing music or any other action intended to attract shoppers' attention to a particular stall or group of stalls ('pitching') is not permitted under the terms of our table-top agreements but may be allowed at the approved person's discretion. If such activity, where permitted, causes nuisance or annoyance to fellow traders or customers of the Giraldu Centre, the concession may be withdrawn without notice at the absolute discretion of the approved person.

Giraldus Centre's Dispute Resolution Determinations

The Giraldus Centre may make determinations to resolve any dispute that may arise including, but not limited to, disputes between stallholders and disputes between stallholders and customers or other members of the public. The Giraldus Centre's representative's decision is final.

Stallholder's Warranties and Representations

The stallholder acknowledges and agrees that, by applying to hire a stall site, the stallholder makes the following warranties and representations:

That the stallholder has carefully read these regulations and agrees to be bound by their terms and conditions;

That the stallholder has the full legal and beneficial ownership of the goods that they offer for sale and that their ownership is free of any encumbrances;

That the stallholder will not engage in any false or misleading conduct including, but not limited to, selling counterfeit goods or mislabelling goods;

That the stallholder has the necessary licences, practising certificates or permission to sell the goods that they offer for sale.

Inspection of Documents

Stallholders must be able to supply all necessary documentation if requested by the Giraldus Centre's representative.

Exclusion of the Giraldus Centre's Liability:

The stallholder acknowledges and agrees that the Giraldus Centre has not given any warranties or made any representations relating to the stallholder's occupation or use of a stall site at the Centre's events other than as are specifically set out in these regulations. This includes, but is not limited to, any warranties or representations relating to:

- The stallholder's likely sales or profits;
- The benefits of the location of any particular stall site;
- The number of potential customers that are likely to visit the markets;
- The presence of other stallholders on the same day selling the same or similar goods or services or the location of their stall site;
- The services and facilities that are available to the stallholder other than as are expressly set out in these regulations;

- The extent to which the Giraldu Centre has carried out marketing or advertising to attract customers to the fairs;
- The suitability of the craft markets for any particular purpose.

Claims against the Giraldu Centre

The stallholder acknowledges and agrees that the Giraldu Centre is not liable for any claims arising from:

Damage to the goods or other property of the stallholder;

Theft of the goods or other property of the stallholder;

Injury, loss or damage suffered by any person at the Giraldu Centre events;

Damage to or the theft of the property of any person at the Table-Top Sale/Craft Fair.

Risk Management and Accident Prevention Terms

Stallholders must report promptly to the approved representative any security problems including, but not limited to, robberies, shoplifting, pickpocketing or the need to forcibly remove drunken or belligerent customers from the events. Any stallholder using equipment or practices that could endanger the health & safety of any persons will be asked to leave the event.

Health and Safety

All traders are reminded of their legal duties to ensure that work activities are carried out in such a way that other people at work and members of the public are not exposed to risks to their health and safety. Advice on managing health and safety at work is available on the HSE website at www.hse.gov.uk. All incidents, accidents or near misses must be reported immediately to the approved person. Smoking is not permitted by stall holders within or near stalls in accordance with the 2006 legislation which bans smoking in enclosed/substantially enclosed workplaces and public spaces.

Electrical Safety

All electrical equipment used on the stall must be PAT Tested (Portable Appliance) for electrical safety and a certificate of compliance supplied to the approved persons. It is the traders' responsibility to set up their own electrical cables ensuring that there are no overhangs or trip hazards. It is the traders' responsibility to ensure that all electrical equipment is PAT tested annually. Electricity cannot be used for any other purpose than for trading unless agreed by the approved persons. Food Safety and Hygiene Food businesses must comply with all current food safety and food hygiene legislation.

Tripping Accidents

To reduce the risk of tripping accidents, stallholders must keep their stall site and the immediate vicinity clear of anything that might obstruct pedestrian traffic and cause tripping accidents. Stallholders must ensure that their stall sites are free of any sharp corners or dangerous projections that might injure customers particularly of hard materials such as timber, metal or glass.

Stallholder Requirements

Food stallholders must rely on their own public liability insurance to include cover for claims arising from the sale of food or from food contamination. Food stallholders must acknowledge and agree that the Giraldu Centre is not liable for any compensation claim. In the storage, preparation, cooking and service of food, food stallholders must comply strictly with all legal requirements and/or the recognised best practice standards including, but not limited to:

- Holding a valid Food Hygiene Certificate and also be registered and inspected (or pending) by their local Environmental Health Office.
- Goods must be marked and priced according to legal requirements. Contact your local Trading Standards office for more information.

14. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

We have the right to revise and amend these terms and conditions from time to time to reflect changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.