

Stallholder Terms and Conditions

In making a stall, sponsorship and / or event programme advert booking, you acknowledge that you have read, understood and agree to be bound by the following terms and conditions:

Events are organised and run by Ever So Wonderful Limited, Suite 142, Imperial Court, Exchange Street East, Liverpool, L2 3AB. Company Number: 12433909. Booking a stall, sponsorship and / or event programme advert is subject to these Terms and Conditions. People or organisations making bookings are referred to as stallholders. All events are referred to as our events.

1. All items on sale, display or available at our events must be vegan. If your company / organisation makes or sells non-vegan items, please do not display or sell them at our events. Particular attention should be paid to additives, silk, beeswax, bee pollen and honey (which can easily be missed). If you not sure about something, please ask Ever So Wonderful Limited. Ever So Wonderful Limited reserve the right to ask stallholders to remove any items that are not vegan from their stall and stallholders must agree to this.
2. All promotional materials on offer during the event should be vegan friendly and child friendly and should not promote any animal products or depict cruelty to animals.
3. We operate a no smoking policy on all event sites. No gas or naked flames are permitted.
4. Bookings will be confirmed on receipt of a booking form and full payment (on a first come, first served basis). Stallholders agree, on submitting a booking form, to pay the full cost of the stall type (and any extras such as electricity, sponsorship and / or event programme adverts) which they have chosen on the booking form. Booking a stall, sponsorship and / or event programme advert by email or post is a binding legal agreement. Refunds are not available except at the sole discretion of Ever So Wonderful Limited. Full balance of payment is required before bookings become confirmed and before stallholders enter an event venue.
5. Every effort will be made to avoid duplicate stalls and too many stalls of a similar type, however Ever So Wonderful Limited does not offer refunds in the unfortunate event of such an occurrence.
6. Catering or serving of food or drink to be consumed on the premises is allowed. Provision of hot food and / or drinks is restricted to specific areas of the venue; prior agreement of Ever So Wonderful Limited (by email or in writing) must be obtained before any stallholder can offer hot food and / or drinks on their stall. Packaged food or drink for consumption off the premises is also permitted, as are cold free tasters and samples. Adequate use of hand washing facilities, insurance, allergy awareness and training, and the appropriate health and safety / food hygiene certificates and standards will be required by all stallholders who are handling food or drink (including samples and tasters). Please note that the use of gas and naked flames is strictly prohibited at our events.
7. Stallholders are responsible for any accidents or injuries to the public caused by their products, display stands or their use of the space allocated to them, and must arrange their own Public Liability Insurance cover and Employers Liability Insurance cover, and have current Food Hygiene and Electrical Safety certificates as applicable. All electrical equipment used must be PAT tested and may be inspected before the event starts.
8. Stallholders are responsible for their own goods at the event and no responsibility is accepted by Ever So Wonderful Limited for loss, damage or financial loss due to abandonment or cancellation of the event due to severe inclement weather or other factors beyond our control or any other factors. Ever So Wonderful Limited will not be able to refund any money taken in advance of the event in any circumstances.
9. In the event of stallholders wishing to cancel a stall, they will still be liable to pay the full cost of the stall type (and any extras such as electricity, sponsorship and / or event programme adverts) which they have chosen on the booking form. No refunds will be made. Cancellation must be made by post or email by the person who booked and has signed the booking form. Sponsorship and event programme adverts can also be cancelled by post or email but no refunds will be made.

- 10.** Any amendments to your booking that involve re-invoicing e.g. adding electricity or any other amendment to your booking, may incur an administration fee of £25.
- 11.** In the event of late payment for your stall, compound interest will be added at 2% per month from the date of booking up until full payment is received. A minimum of £40 debt recovery costs will be applied if payment is not made within 3 months of a booking.
- 12.** Stallholders are responsible for their behaviour at all times and must ensure that any members of staff or volunteers behave appropriately. Shouting, threatening or unruly behaviour, abusive language, violence, or disrespect in any way to other stallholders, visitors, security, medical staff, venue staff, event volunteers, the organising team, or any other people within or near the venue building, will not be deemed acceptable in any circumstances and anyone who is found to be in breach of this may be subject to eviction from the premises at any time with no explanation and no refunds.
- 13.** Stallholders agree to have their stalls ready by 15 minutes prior to the event opening to the public on the day of an event and agree not to breakdown their stall until after the event closes. Trading hours are advised to stallholders in stallholder information and unloading instructions documents. Children under 16 are not permitted in the venue during setup or breakdown times in any circumstances. Stallholders are not permitted to setup or breakdown their stall while the event is open to the public.
- 14.** Deliveries and collections to and from the venue are entirely at stallholders' risk and are only permitted by prior agreement of Ever So Wonderful Limited. Ever So Wonderful Limited cannot be held responsible in any circumstances for failure of delivery or collection which may result in loss of trading or stock for the stallholder. Stallholders must take responsibility to ensure that all deliveries are made within the dates and times outlined in the agreement email or letter from Ever So Wonderful Limited. In the unfortunate event of your stock not being delivered in time, we cannot issue refunds in any form. Stallholders are advised to check thoroughly that their deliveries are made in time with their courier services. Stallholders are also requested to ensure that any deliveries and collections arrive with suitable equipment to unload stock and move it to your stall area. Ever So Wonderful Limited do not supply trolleys, forklift trucks, trolley-jacks, or other equipment to load, unload and move stock.
- 15.** Charity collections may only be made on stalls that are booked for that specific charity and when they hold the correct license for collecting in public, when applicable. Collectors are not permitted to walk around the venue or outside the venue collecting for charities in any circumstances.
- 16.** All images included on stalls should be family friendly and not contain any graphic images that may upset small children.
- 17.** Stallholders, visitors and speakers at our events may appear in promotional photos and / or videos without prior consultation.
- 18.** We are unable to offer refunds in the case of any non-appearances by people advertised to appear at our events.
- 19.** In the case of any dispute, disagreement, accident, incident or query Ever So Wonderful Limited will decide upon action to be taken at their sole discretion.
- 20.** To the extent permitted by applicable law, Ever So Wonderful Limited disclaims all warranties, express or implied, as to the accuracy of the information contained in any of the materials relating to our events. Ever So Wonderful Limited shall not be liable to any person for any loss or damage which may arise from the use of any of the information contained in any of the materials relating to our events. If genuine inaccuracies are drawn to our attention, we shall endeavour to correct them as soon as we reasonably can.
- 21.** These Terms and Conditions, and any contracts brought into being as a result of these Terms and Conditions are governed by and construed in accordance with English Law. Any disputes which cannot be settled by Ever So Wonderful Limited shall be decided only by the Courts of England and Wales. All contracts are concluded in English. This policy does not affect your legal rights.
- 22.** All stall, sponsorship and event programme advert bookings are subject to availability. We will inform you as soon as possible (by telephone, email or post) if anything you book is not

available. Ever So Wonderful Limited reserves the right to withdraw items from sale without notice.

- 23.** Acceptance of stall, sponsorship and event programme advert bookings are solely at the discretion of Ever So Wonderful Limited. Bookings may be refused to avoid stall duplication or for any other reason at the sole at the discretion of Ever So Wonderful Limited. Reasons for refusal or cancellation will not be given.
- 24.** Location of stalls within the stated venue will be decided upon by Ever So Wonderful Limited. Stall layouts and positions are at the absolute discretion of Ever So Wonderful Limited.
- 25.** Stall location within the stated venue, size, type and the availability of electricity may be varied by Ever So Wonderful Limited without notice.
- 26.** The stated venue and / or event date may be amended at any point at the absolute discretion of Ever So Wonderful Limited. Ever So Wonderful Limited reserves the right to amend the stated event venue and / or event date without notice.
- 27.** Ever So Wonderful Limited reserve the right to cancel any stall, sponsorship and event programme advert bookings at any point, without giving notice or reason for the cancellation.
- 28.** We will notify stallholders by email, as soon as possible after successful processing of bookings, to acknowledge receipt of payments and booking forms. At some times, (peak demand, weekends, Bank Holidays and closures), acknowledgements may be delayed. If you believe your booking confirmation is severely overdue, please contact us via emailing; info [at] labl.org.uk. Alternatively, you can telephone us on 0775 402 3628.
- 29.** Under the Distance Selling Regulations individuals have the legal right to cancel bookings within 14 working days of purchase. For details of how to exercise this right please contact us.
- 30.** Sale of all items is subject to English Law including all your statutory rights as a consumer.
- 31.** While processing bookings or enquiries, we store stallholder details so that we can organise the event and communicate with stallholders about bookings or enquiries. People can also separately opt to have an email address stored so that Ever So Wonderful Limited can keep them updated with news and special offers. In any case, we undertake to store your email address securely in line with the requirements of the UK's Data Protection legislation. We will use it only internally within Ever So Wonderful Limited and will not disclose it to other organisations except as below. To protect you from receiving unwanted emails, phone calls or junk mail, we shall not pass your email address or other personal contact details on to other companies. If you have given us your email address, but do not want to receive any correspondence from us in the future, please let us know by contacting us. Any details you provide us with will only be used to contact you or to satisfy the purpose for which it was collected.
- 32.** We use information provided by stallholders internally and will only share it with other people or organisations who need to know it for limited purposes as part of working with us in our normal business activities (e.g. payment providers, email newsletter subscription providers, postal companies, venues and the media for event marketing). Such companies and individuals will have access to information needed to perform these functions, but may not use it for any other purposes, and are required to process the data in accordance with the UK's Data Protection legislation.
- 33.** These Terms and Conditions may be varied or added to at any time without notice.