

Terms & Conditions – Viewtube Market

Booking

- 1 Stallholders are invited to apply for a stall via the website <https://theviewtube.co.uk>.
- 2 Stall must not be erected without the direct consent of Viewtube Operator (Poplar HARCA)
- 3 Viewtube Operator reserves the right to charge a fee for the stall.
- 4 Trading times start at 9 AM to 6 PM Wednesday – Friday and 10.00 AM to 6.00 PM Saturday - Sunday
- 5 Viewtube Operator is solely responsible for the allocation and position of stalls.
- 6 It is not permissible for stallholders to change the stall position without consultation with the Operator.
- 7 Stallholders must comply with the Operator's bookings and payment procedures.
- 8 Any stallholder using equipment that could endanger the health & safety of any persons will be asked to leave the market.
- 9 Stallholders must comply with all directions given to them by the Operator.
- 10 The stallholder must not carry out business beyond the first container, so as to cause obstruction or danger to others.

Payment and Cancellation

- 11 Payment must be made at least 3 days in advance unless otherwise indicated. If payment is not present in the Operator account prior to the day you have booked a stall, cash will be expected on the day of the event plus an administration fee.
- 12 Payment should be made by bank transfer to Poplar HARCA'S account. Standing orders may be set up if more convenient (cancellation and refund policies to apply).
- 13 Cancellations of confirmed bookings from stallholders will only be accepted up to 3 days before the market day. A full refund will only be paid if sufficient notice is provided.

Insurance

- 14 Stallholders must hold appropriate insurances (including a minimum of £2m public liability).
- 15 Stallholders must supply all necessary documentation requested the first time they trade at Viewtube or when subsequently requested.
- 16 Stallholders must supply updated copies of insurance documents when renewal takes place.
- 17 Stallholder must have completed their own risk assessment and have it available on the day.

Market Etiquette and Conduct

- 18 Stallholders must treat the staff of the Operator, 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 market immediately and being banned from trading at any future markets.
- 19 Stallholder must not cause annoyance to other business at the Viewtube.
- 20 Any direction given by the Viewtube Operator regarding risk management or accident prevention must be complied with strictly and immediately.
- 21 The stallholder must on all occasions, when carrying out business, be sober and conduct himself in a proper civil manner.
- 22 The Operator 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 Operator's decision is final.

Setting up and Closing Down

- 23 The presentation of stalls must be of a professional standard that is satisfactory to Viewtube Market Operator.
- 24 Traders supplying their own infrastructure must ensure that it is good quality and weighted appropriately.
- 25 Stallholders must use the space within the gazebo to ensure 2m distancing from neighbours and public.
- 26 Stallholders must not leave vehicles on the greenway without express permission, with exception for initial unloading and loading for a maximum of 1 hour at the beginning and closing of the day.
- 27 Stallholders must appreciate that storage will not be provided for equipment or product.
- 28 Stallholder must exercise the same degree of care for their own safety and consideration for the safety and convenience of others when setting up, closing down, loading and unloading.
- 29 Stallholders must keep their stall and the immediate vicinity clear of anything that might obstruct others and cause tripping accidents.
- 30 Before vacating the 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

- 31 Stallholders must accept the risk of bad weather and will not generally be entitled to a refund for these reasons.

- 32 Viewtube Market operates in all weathers and will operate on the designated market day unless extreme weather or other disruptions that are beyond the Operator's control compel the Operator to close the market for the safety of traders and the public.
- 33 In the event of extreme adverse weather conditions, causing the Viewtube Market to cancel, refunds will be at Poplar HARCA'S discretion and will be a percentage of the stall fee, taking into account the Viewtube pre-market expenses.
- 34 Stallholder must contact the Operator to check if the event is going ahead.
- 35 The Operator will communicate the cancellation of an event via social media.

Stallholder Requirements

- 36 Food stallholders must have public liability insurance to include cover for claims arising from the sale goods.
- 37 Food stallholders must acknowledge and agree that the Operator is not liable for any worker's compensation claim by any of their staff.
- 38 Stallholders must comply strictly in the storage, preparation, cooking and service of food, 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 the local Environmental Health Office.
- 39 The sales of alcohol is not allowed.
- 40 Stallholders must ensure goods are marked and priced according to legal requirements. Contact local Trading Standards office for more information.
- 41 Stallholders are only allowed to sell food to be consumed off-site unless agreed otherwise with Viewtube Operator.

COVID General Measures – Market Stallholder

- 42 Whilst Covid-19 Secure Measures are in place, avoid encroachment into neighbouring stallholder space.
- 43 If using a gazebo it should be positioned to create as much space as possible to enable the public to queue at 2m safe distances and freedom of movement maintaining 2m distancing.
- 44 Stallholders must have adequate hand sanitising available on their stall.
- 45 Contactless payments as a preferred method of taking payments, all cash transfers must be sanitised (advice only).
- 46 All surfaces that can be touched by the public (including touch points such as card machines) to be wiped down and cleaned regularly.
- 47 Stallholders and staff who do smoke, must do this at a reasonable distance away from the market (ideally out of site of the public) with hand sanitising protocols followed immediately after.

Claims Against Viewtube Operator

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

- 48 Damage to the goods or other property of the stallholder.
- 49 Theft of the goods or other property of the stallholder.
- 50 Injury, loss or damage suffered by any person at Viewtube market.
- 51 Damage to or the theft of the property of any person at the market.

Warranties and Representations

- 52 The statements made on the application are true, accurate and complete.
- 53 The stallholder has carefully read these regulations and agrees to be bound by their terms and conditions.
- 54 The stallholder has the full legal and beneficial ownership of the goods that they offer for sale.
- 55 The stallholder will not engage in any false or misleading conduct including, but not limited to, selling counterfeit goods or mislabelling goods.
- 56 The stallholder has the necessary licenses, certificates or permission to sell the goods that they offer for sale.