Torfaen & Gwent Small Business Markets

Terms & Conditions

1. Payments

1. All market and event fees must be paid by the payment deadline provided at the time of booking through the online booking system.
2. Payments can be made securely through Stripe via the trader dashboard.
3. Payments made through Stripe will automatically generate a payment receipt.
4. Torfaen & Gwent Small Business Markets will no longer issue invoices for bookings made through the online booking system.
5. Traders who wish to pay by bank transfer may continue to do so; however, they must notify the organisers once payment has been made so that the booking can be marked as paid within the system.
6. Failure to notify the organisers of a bank transfer payment may result in the booking being automatically cancelled if payment has not been manually marked as received before the payment deadline.
7. Major events may require immediate payment at the time of booking.
8. Any booking that remains unpaid after the payment deadline will be automatically cancelled by the booking system and the stall space may be released to another trader.
9. Traders are responsible for ensuring payment is made within the specified timeframe.
10. Account credits held within the booking system may only be used towards future bookings unless otherwise agreed by the organisers.

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2. Cancellations

1. Cancellation requests must be submitted through the online booking system at least **14 days prior** to the event.
2. Where a trader cancels more than 14 days before the event, account credit will automatically be applied to their account, less a £5 administration fee.
3. No credit, refund or transfer will be issued for cancellations made within 14 days of the event. The full booking fee will be retained.
4. If a trader experiences difficulties accessing the online booking system, they should contact the organisers as soon as possible.

2.5 Trader Cancellation & Attendance Policy (Three Strike System)

To ensure the smooth running of events and fairness to all traders, Torfaen & Gwent Small Business Markets operates a three-strike policy for trader cancellations.

- A strike may be issued where a trader cancels a booking, particularly where the cancellation impacts event planning, stall allocation, waiting lists or the overall viability of the event.
- Traders who accumulate three strikes may have future booking applications declined at the discretion of Torfaen & Gwent Small Business Markets.
- Strikes remain on a trader's record and apply across all events organised by Torfaen & Gwent Small Business Markets.
- Exceptional circumstances, including but not limited to serious illness, bereavement, family emergencies or other unforeseen situations, will be considered on a case-by-case basis and may not result in a strike being issued.
- The organiser's decision regarding the issuing of strikes and acceptance of future bookings is final.

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3. Weather Policy

1. If an event is cancelled by Torfaen & Gwent Small Business Markets, including cancellations due to adverse weather conditions, traders will automatically receive account credit for the value of their booking less a £5 administration fee.
2. Credits will be applied directly to the trader's online account and may be used towards future bookings.
3. If severe weather occurs during an event, any compensation or credit offered will be determined at the discretion of the organisers based on the timing and circumstances of the cancellation.
4. Gazebo restrictions:
    - Winds over 20mph: no gazebo sides permitted.
    - Winds over 35mph: gazebos prohibited. Indoor alternatives may be offered where available.

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4. Stall Regulations

1. Only items listed on your trader profile and approved registration may be displayed. Conflicting items may be removed.
2. If you wish to add new products or product categories, you must first contact the organisers via email for approval.
3. Once approval has been granted, traders are responsible for updating their trader dashboard and uploading any required supporting documentation.
4. Wax melts, cosmetics, crochet toys, 3D-printed toys and similar products must comply with all relevant labelling, safety assessment and UKCA testing requirements.
5. Copyrighted goods may be sold at the trader's own risk.

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5. Setup & Equipment

1. Traders must adhere to designated setup and pack-down times.
2. Stall locations will be pre-assigned and shown to traders upon arrival.
3. All areas must be left clean and tidy. Traders are responsible for taking all rubbish home with them.
4. No music may be played from stalls unless authorised by the organisers.
5. Alcohol may only be sold with prior approval and the appropriate licensing (TENs certificate required).
6. Generators are prohibited unless prior consent is granted. Only diesel generators are permitted.
7. Smoking is strictly prohibited within the market area.

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6. Insurance & Compliance

1. All traders are required to maintain an active trader dashboard account.
2. Valid Public Liability Insurance and any relevant certificates must be uploaded to the trader dashboard and kept current at all times.
3. The system will provide notifications when insurance documents are approaching their renewal date. However, responsibility for maintaining valid documentation remains with the trader.
4. A current Risk Assessment must be uploaded to the trader dashboard and renewed annually.
5. Traders may be prevented from booking, attending or trading at events if required documentation is missing, expired or incomplete.
6. If a trader wishes to add new products or product categories, they must first contact the organisers for approval via email.
7. Once approval has been granted, the trader must update their trader dashboard and upload any required supporting documentation before the additional products can be sold.
8. Torfaen & Gwent Small Business Markets accepts no responsibility for items sold, accidents, loss, damage or incidents. Traders must rely on their own insurance cover.

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7. Conduct

1. Bullying, harassment or abuse towards organisers, volunteers or fellow traders will not be tolerated. Offenders may be removed from events and future bookings cancelled.
2. Grievances must be submitted to the organisers within 24 hours of the event.
3. Pets are not permitted on stalls unless they are registered assistance animals.
4. Traders must notify organisers in advance of any accessibility or special requirements.

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8. Gazebo Policy

1. **Rented Gazebos:** Insurance covers the gazebo structure only. Traders must hold their own insurance for stock, equipment and personal belongings. Any damage caused by the renter will be charged accordingly.
2. **Trader-Owned Gazebos:** Must be a pop-up style gazebo in good condition and properly secured with substantial water or steel weights. Garden pole structures are not permitted.
3. Gazebo and weight checks will be carried out prior to each event. Failure to comply may result in removal from the event without refund.

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9. Marketing & Attendance

1. Torfaen & Gwent Small Business Markets invests in advertising through banners, sponsored adverts, posters, printed media and social media promotion. However, attendance levels and sales cannot be guaranteed.
2. Advice and guidance on maximising sales may be provided to traders where appropriate.

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10. Stall Allocation

1. Regular traders will be allocated consistent spaces where possible.
2. Non-regular traders will be positioned around established stalls where appropriate.
3. Requests for specific locations cannot be guaranteed and are accepted solely at the discretion of the organisers.

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11. VIP Trader Programme

1. Torfaen & Gwent Small Business Markets may award **VIP Trader Status** to traders who demonstrate regular attendance, reliability, compliance with market requirements and ongoing support of markets and events.
2. VIP Trader Status is typically awarded to traders who attend weekly and/or monthly markets in Cwmbran consistently and maintain an excellent attendance record.
3. VIP Traders may be granted access to book market dates up to 12 months in advance through the booking system.
4. Standard traders will have access to market dates as they are released, typically one month in advance.
5. VIP Trader Status is awarded solely at the discretion of Torfaen & Gwent Small Business Markets.
6. Traders must maintain up-to-date documentation, good attendance and compliance with these Terms & Conditions to retain VIP Trader Status.

7. Repeated cancellations, poor attendance, expired documentation, breaches of these Terms & Conditions or accumulation of strikes may result in VIP Trader Status being reviewed or withdrawn.
8. The decision to award, refuse, suspend or remove VIP Trader Status is final.

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12. Trader Spotlights & Promotional Opportunities

1. Torfaen & Gwent Small Business Markets invests significant time, effort and financial resources into promoting markets, events and individual traders through social media, paid advertising, trader spotlights, featured trader posts and other marketing activities.
2. Trader Spotlights, Featured Trader promotions and additional marketing opportunities are provided as an added benefit to traders and are not included as part of a stall booking entitlement.
3. As many event organisers do not provide individual trader promotion, Torfaen & Gwent Small Business Markets reserves the right to set eligibility requirements for inclusion in Trader Spotlights and promotional activities.
4. Traders wishing to benefit from Trader Spotlights and promotional opportunities are expected to actively support Torfaen & Gwent Small Business Markets through engagement with social media content, event promotion and support of fellow traders.
5. This support may include:
    - Liking, commenting on and sharing market posts.
    - Engaging with trader spotlight posts featuring their business.
    - Promoting events they are attending through their own social media channels.
    - Supporting and positively engaging with fellow traders within the market community.
    - Interacting with market announcements and event advertising where reasonably possible.
6. Traders who consistently fail to support market promotions, engage with spotlight content or contribute to the market community may not be considered for future Trader Spotlights, Featured Trader promotions or other additional marketing opportunities.
7. Participation in promotional activities remains entirely at the discretion of Torfaen & Gwent Small Business Markets and no guarantee of advertising, trader spotlights or social media features is made.
8. Social media support, community engagement, reliability and attendance may all be taken into consideration when awarding or maintaining VIP Trader Status.
9. The organiser's decision regarding promotional opportunities, trader spotlights and VIP eligibility is final.

Agreement

By registering and maintaining a trader account, booking an event and using the Torfaen & Gwent Small Business Markets online booking system, traders acknowledge that they have read, understood and agreed to abide by these Terms & Conditions.

Traders are responsible for keeping all information, insurance documents, certificates and risk assessments up to date within their trader dashboard.

Failure to comply with these Terms & Conditions may result in removal from an event, cancellation of bookings, withdrawal of VIP Trader Status, exclusion from promotional opportunities and/or refusal of future bookings.

Please note: Trader Spotlights, Featured Trader promotions and additional marketing opportunities are discretionary benefits offered by Torfaen & Gwent Small Business Markets. These services require significant time and resources and are not included within the standard stall fee. Eligibility for such promotional opportunities may be influenced by a trader's attendance, reliability, community engagement and support of market advertising initiatives.