**STALLHOLDER APPLICATION FORM**

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| **Name:** | **Event Name: Winter Fest 2025** |
| **Address:**  **Postcode:** | **Any Special Requirements?** |
| **Telephone:** | **Single table or Double table Stall?**  **Do you require an electrical socket?** |
| **Mobile:** | **Website:** |
| **Email:** | **Social Media:** |
| **Saturday 29th** **November & Sunday 30th November 2025- Please tick To confirm:** | |
| **Saturday 6th December & Sunday 7th December 2025 – Please tick to confirm:** | |
| **Description Of Items To Be Sold** (Please include photos attached to your application, or links to your website or marketing sources) | |
| **TERMS AND CONDITIONS RELEVANT TO SUCESSFUL APPLICATIONS**  Torre Abbey is a **Scheduled Monument** of significant national historical and architectural significance, owned and operated by Torbay Council (“**Torbay Council**”), and is considered a ‘designated heritage asset’: a factor which must be appreciated and understood when working an event at this unique venue.  The Spanish Barn, which lies within Torre Abbey’s curtilage, is a **Grade I listed building.**  **CARE OF THE BUILDINGS STRUCTURES AND GROUNDS**  The utmost care must be taken of the buildings. No objects may be nailed, screwed, pinned, stuck or otherwise affixed to the structure, and fixtures and fittings, either internally or externally, of any building or structure.  No objects may be attached to, hammered into, or draped over, any trees or shrubs, and nothing must be done to disturb the grass, gravel, hard standing, or soil, externally. No pegs may be inserted into the ground without authorisation from, and then supervision by, a member of Torre Abbey’s Events Team.  The Hirer will be charged the full cost of putting right any damage that occurs (and could potentially face criminal prosecution by Historic England).  **RULES OF USE:**  The following are not allowed on the site:   * No fireworks, firecrackers, sparklers or incendiary devices across the site. * No candles, or naked flames, in any building, the walled garden, or within 3 metres of any building. * No smoking or vaping inside the buildings and walled garden (and, if pertinent, Marquee/s). * No smoke, mist, or bubble machines in, or near, any of the buildings. * No helium balloons. * No flammable chemicals/fuels are to be housed in, or within 3 metres of, any buildings: a Risk Assessment and COSHH safety data sheet must be provided before bringing any potentially hazardous materials (this includes certain cleaning chemicals) on site. * No food or drink is permitted within the main building, although it is allowed in the Spanish Barn.    Take careful note of the following:   * All portable electrical equipment brought on site must either be less than 12 months old or have current PAT certification (with a PAT certificate or receipt shown at least 14 days ahead of the event) * The buildings and grounds are monitored by CCTV; at no time must any camera view be obscured. * With the exception of chairs and trestle tables, no Torre Abbey furniture may be moved at any time unless by Torre Abbey staff or with the permission of Torre Abbey’s Events team. * Everything brought onto the site, including refuse, must be removed from the site by the stallholder, and the premises left tidy.   **INSURANCE**  The Stallholder will fully and effectively indemnify Torre Abbey, its employees and agents against all liabilities, claims, actions, proceedings, demands, costs, charges or expenses that may be incurred by or made against Torre Abbey or any employee or agent of Torbay Council in respect of sickness or personal injury (including injury resulting in death) or loss of or damage to any property or in respect of nuisance by reason of or in any way connected with or arising out of the use of the venue and any abutting land. The Stallholder is not required to indemnify Torre Abbey against any such matters which arise from the negligent act or default of Torre Abbey or its employees or agents.  The Stallholder will not make any claim against Torre Abbey or Torbay Council or any employee or agent of the Council in respect of loss or damage to property from whatsoever cause sustained by the stallholder (or by any agent of or person employed by the stallholder for whom they are responsible) by reason of or arising out of or connected with the use of the venue hired and any abutting land.  The Stallholder will be responsible to Torre Abbey for their agents or any other person who may be upon the premises as a result of or in connection with the use of the premises by the Stallholder.  Stallholders are required to hold public liability insurance for not less than £2m any one incident. The public liability insurance certificate must be presented to the Torre Abbey Events Team prior to commencing set-up on site.    **PERMISSION**  Torre Abbey may immediately terminate the Agreement resulting from a successful application, without providing the Stallholder with a refund or compensation, if one or more of the following occurs:   * The Stallholder fails to follow the “Rules of Use” of the Terms and Conditions; * The Stallholder materially breaches the Agreement; * The Stallholder fails to comply with the directions and instructions provided by Torre Abbey  concerning the use of the site; or * Torre Abbey decides, in its absolute discretion, that any activity undertaken in connection with the Stallholder is likely to offend the public.     **CANCELLATION**  Torre Abbey  Torre Abbey may cancel your application and terminate the Agreement at any time when incidents occur which are deemed outside of its control and affect the Torre Abbey’s ability to accommodate you at the event. In such circumstances, you will be notified by Torre Abbey and you will not be entitled to any refund or compensation.  If Torre Abbey cancels your application and terminates the Agreement in the following circumstances, your payment may be refunded in part or whole, depending on the circumstances of cancellation and the decision of Torre Abbey:   * To protect the Torre Abbey; or * For supervening need for the Torre Abbey to be used for another purpose.   In addition, the Torre Abbey Management has the right to cancel or suspend the Agreement without giving reasons. In such circumstances, you will be notified by Torre Abbey and Torre Abbey will decide on whether you receive a refund in part or whole, depending on the circumstances.   The Stallholder  You may cancel the Agreement by written notice to the Torre Abbey. In the event of cancellation:   * Cancellation more than 90 days in advance of the date booked will not incur a charge. * Cancellation less than 90 days in advance will incur the full (100%) charge.    Relationship between the parties  Nothing in the Agreement creates any partnership or relationship of principal and agent between Torre Abbey and you. Neither party may make any commitments on the other party’s behalf.  Confidentiality  You must keep in strict confidence any confidential information concerning the Torre Abbey business or operations which you may obtain, restrict disclosure of such information to such of your personnel or contractors as need to know It for the purposes of the Agreement, and ensure that such persons keep it confidential.  Freedom of Information  Torre Abbey is run by Torbay Council, a public authority for the purposes of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (together the “**FOI Legislation**”) and may receive requests to disclose information relating to the event. If we receive a request under the FOI Legislation to disclose any information which may be confidential to you, we will notify and consult with you.  Data Protection  You must comply with applicable data protection law (including the Data Protection Act 2018 and General Data Protection Regulation) in relation to any personal data processed or provided by you in connection with the event. Torre Abbey will likewise comply with applicable law in relation to personal data processed by us. In particular, you must ensure that your disclosure to us of any relevant personal data is lawful, that you have obtained any consents necessary to disclose relevant personal data to us and for our processing of it in connection with the event (and provide copies of such consents to Torre Abbey if requested). Any personal information you give to Torre Abbey will be stored and used exclusively by Torre Abbey and their suppliers for the purposes of performing the Agreement, in accordance with the Torre Abbey privacy notice or policy. Torre Abbey will not pass any such personal data to any other persons except with your consent or where otherwise permitted by law.  The information included on your Application Form will be kept by Torre Abbey for billing and monitoring purposes and may be held by Torre Abbey for up to 7 years.  Notices  All notices under the Agreement shall be in writing and delivered by hand, sent by pre-paid first-class post or sent by email (with an automatic confirmation of receipt) to the address given for the contact person identified in the Application Form.  Assignment and sub-contracting  You may not assign, sub-contract or otherwise dispose of any of your rights or obligations under the Agreement without our consent.  Third party rights.  No term of the Agreement will be enforceable by any third party.  Severability  If any provision (or part of a provision) of the Agreement is held to be invalid or unenforceable, then such provision (or relevant part, as the case may be) shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in the Agreement.  Waivers.  Any waiver by Torre Abbey of any breach of any provision of the Agreement must be in writing and shall not be deemed a waiver of any subsequent or other breach.  Variation  Any variation of the Agreement must be in writing and signed by the parties or their authorised representatives.  Entire Agreement  The Agreement sets out the entire agreement and understanding between the parties in relation to its subject matter.  Law  The Agreement and any connected claims (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and subject to the exclusive jurisdiction of the English courts.  ***I/We confirm that I/we have studied and understood the Terms & Conditions on this form and the application information document and that I/we will comply with them.***  Signed . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date . . . . . . . . . . . . . . . . . . . . | |