

# CHRISTMAS MARKET TERMS & CONDITIONS

## TERMS AND CONDITIONS OF TRADING

### 1.0 GENERAL

- 1.1 The submission of an application form implies acceptance of these terms and conditions and any addition, variation or amendment as is reasonably required.
- 1.2 "Organiser" means Weald and Downland Open Air Museum Ltd (00946307), its employees, contractors and agents.
- 1.3 "The Venue" means Weald and Downland Open Air Museum Ltd and its staff.
- 1.4 "The Event" means the Christmas Market
- 1.5 "Stallholder", "Trader" or "Exhibitor" means any person or organisation allocated space to trade at the Event.
- 1.6 Acceptance by the Organiser of an Exhibitor's application grants the Exhibitor licence to trade at the Event on the following terms and conditions. Any violation of these terms and conditions will render this Licence null and void, and in that event, the Organiser reserves the right to remove the Exhibitor and any of their possessions from the Venue without compensation or refund of the Licence fee.
- 1.7 The Organiser reserves the right to refuse any application, or part thereof, without stating a reason.
- 1.8 Once an Exhibitor's application has been accepted there are no refunds.
- 1.9 If the Event is cancelled by the Organiser, the Exhibitor's booking fees will be refunded.

### 2.0 EVENT DETAILS AND TIMES (The following times are provisional and will be confirmed nearer to the event).

- 2.1 Public car parks
- 2.1 Car parks open to the public at *10.30am*
- 2.2 Event opening hours are as follows:
- 2.3 Gates open to the public at *10.30am*
- 2.4 Last admission for the public is at *3.30pm*
- 2.5 Event closes at *4.00pm*
- 2.6 Setting up times for exhibitors see above for details.

### 3.0 STAND LOCATION, PRESENTATION AND MERCHANDISE

- 3.1 The Exhibitor shall not extend beyond the agreed stand size booked.
- 3.2 Exhibitors will be emailed set up instructions prior to the Event including who to contact regarding set-up along with the event information, wrists bands and vehicle passes which will be sent out 6 weeks prior to the event.
- 3.3 The allocation and position of space is entirely at the Organiser's discretion.
- 3.4 All Exhibitors will be charged a stand fee to trade during the Event. The fee for each stand includes tickets for stallholders/staff as outlined on the booking form.
- 3.5 Exhibitors may not sub-contract any part of their stalls.
- 3.6 The Venue has a reputation for quality and Exhibitors' stands should be well presented and reflect the theme of the Event.
- 3.7 The Exhibitor must only sell goods specified in their application. Any changes to the application form must be made in writing at least two weeks prior to the start of the Event.
- 3.8 Exhibitors may not sell food or drink especially alcohol in any form whatsoever (unless attending as a caterer or bar)
- 3.9 The Organiser reserves the right to demand the removal from sale of any item deemed unsuitable for the Event without paying any compensation to the Exhibitor.
- 3.10 Exhibitors are responsible for "policing" the products that they are selling or sampling. It is an Exhibitor's responsibility to ensure that the public are aware of any adverse consequences that sampling products may result in.

#### **4.0 APPLICATIONS ANY PAYMENT TERMS**

4.1 Submission of an application form does not guarantee attendance at the Event. The Organiser will select Exhibitors based on their suitability for the Event and their likely appeal to visitors.

4.2 The Organiser reserves the right to refuse any application, or part thereof, at any time, without stating a reason. The Organiser's decision is final in this regard and no reasons for the rejection of an application will be given.

4.3 Stands can only be booked for the entire duration of the show.

4.4 If selected to attend the Event, the Exhibitor will be requested to pay the booking fee in full.

4.5 The Exhibitor will be contacted by telephone in the first instance for payment.

4.6 Payment by BACS/Bank Transfer or Credit Card's are our methods of payment.

4.6i Credit Card Payments: All Credit card payments are taken in the strictest confidence in line with the companies PCI compliance policy.

4.6.ii BACS and Bank Transfer: PLEASE ENSURE YOU REFERENCE THE INVOICE NUMBER/EVENT NAME with your payment.

Account Name: Weald & Downland Open Air Museum Ltd

Sort Code: 20-20-62

Account Number: 70930083

BIC Code: BARCGB22

IBAN Number: GB53BARC20206270930083

4.7 Invoices (inclusive of VAT) will be sent after confirmation and payment, via post or email as an receipted invoice.

4.8 If the Event is cancelled by the Organiser, the Exhibitor's booking fees will be refunded in full. The Organiser will not be liable for any other losses or costs incurred by the Exhibitor.

4.9 VAT is applicable at the current rate. VAT may be applicable in/on certain areas or facilities.

#### **5.0 PUBLIC LIABILITY INSURANCE**

5.1 Public Liability Insurance is required for at least £2 million. We will not accept a booking from any trader that does not have a current Public Liability Insurance policy.

This is obtainable through membership of the National Market Traders Federation Tel - 01226 749021; email - [genoffice@nmtf.co.uk](mailto:genoffice@nmtf.co.uk); website - [www.nmtf.co.uk](http://www.nmtf.co.uk).

5.2 It is essential that we obtain an up to date copy of your insurance before the event and that you have evidence of your insurance with you on event days. Neither the Museum, nor our Contractors, are liable for any loss or damage incurred during your time at the event.

5.3 Exhibitors will not be permitted on site if the Organiser has not received a copy of the Exhibitor's Public Liability Insurance certificate for £2 million (minimum) in advance. If the policy expires between the date of the application and the date of the Event, please submit a copy of the current policy and then submit a copy of the new policy as soon as it is available.

5.4 The full cost of making good or replacing to any damage caused by an Exhibitor, their employees, contractors and agents will be met by that Exhibitor.

5.5 It is compulsory to complete and return this for your stand, equipment, and products *at the time of booking*. If these documents are not received, you will not be able to trade at the event.

#### **6.0 HEALTH AND SAFETY**

6.1 It is the responsibility of each individual Exhibitor and their staff to ensure that their stall is safe - e.g. electrical installations, stability of heavy equipment and articles and other hazards.

6.2 The Organiser reserves the right to insist upon the repositioning or removal of any item that is deemed to be unsafe. Exhibitors are reminded of their responsibilities under Health and Safety Law. Please note Under 16's will only be allowed to work or volunteer on a stall if accompanied at all times by an adult.

6.3 BBQs and fires; Fires in exhibits should not be lit unless by Museum staff or volunteers. BBQ's and fires must be off ground and at least 3 metres from any camping unit or vehicle and at least 6 metres from any Museum buildings or artefacts. These are not permitted in any marquee or Museum building! Fires and BBQs must not be left unattended at any time. When working with any fire you should provide a suitable Fire Extinguisher. Where cooking facilities are being used, you must provide at least one fire blanket. In the event of a fire, call 999/alert security/Museum staff and evacuate the area to the nearest assembly point.

6.4 Any Exhibitor must be able to demonstrate to the Organiser that a comprehensive current Risk Assessment has been carried out.

6.5 The Exhibitor will indemnify and keep indemnified the Organiser against all actions, proceedings, costs, claims and demands which may be brought or made against the Organiser in respect of personal injury and damage to property arising directly out of the activities in connection with the Event, legal liability of the Organiser excepted.

6.6 In the event of any abandonment, postponement or limitation of an Event, or of services thereto, there shall be no claim against the Organiser.

6.7 The Exhibitor acknowledges that the Organiser is not responsible nor holds any liability for any financial losses incurred by the Exhibitor, or for any loss or damage of equipment, goods or personal belongings, or personal injury of employees working for or connected to them.

6.8 No damage to the Venue, beyond normal wear and tear, is acceptable. The disposal of boiling water, oils, brines, waste products etc. at the Venue is strictly forbidden. Any damage will incur a repair charge.

## **7.0 SECURITY**

7.1 The Organiser will provide security to operate across the Venue as appropriate but Exhibitors are responsible for the safety and security of their stock, vehicles and stand, and the Organiser accepts no responsibility for any loss or damage to Exhibitors' equipment, merchandise, vehicles or personal belongings.

## **8.0 VEHICLES/VECHICLE MOVEMENT/PARKING**

8.1 Access to the Venue for Exhibitors is at the entrance to the Weald and Downland Living Museum as displayed on the Site Map.

8.2 Vehicle pass/passes will be sent with the exhibitors confirmation pack, extra vehicle passes can be requested free of charge in advance of the event. Vehicle passes must be displayed at all times in your windscreen.

8.3 Vehicles must be parked in designated area 45 minutes before the event gates open.

8.4 The Disabled Parking Area is available to disabled badge holders only.

8.5 Exhibitors will NOT be permitted to park vehicles near their stalls unless as part of the designated exhibitor stand, and there may be a charge for this. Service vehicles must remain in the designated Exhibitor car park except during the Setting Up, Restocking and Breakdown times outlined in clause 2 above.

8.6 Access from the designated Exhibitor car park to the main road and vehicle movement on site during the Event opening hours will be restricted to emergencies only and all moving vehicles must be escorted by a

steward. Please follow the Organiser's instructions on the day and unload and vacate the Event site as quickly and considerately as possible.

8.7 Further instructions regarding vehicle movement will be provided with set up information.

## **9.0 USE OF OWN EQUIPMENT**

9.1 All electrical equipment must have been tested for electrical safety by a competent person within the last twelve months and be clearly marked with the test results. Exhibitors will not be permitted to use or connect any equipment that is either deemed unsuitable by the Organiser or does not carry a recent PAT (Portable Appliance Test) certificate or sticker. A current Test Certificate may be requested.

9.2 The use of individual generators for power supply is strictly forbidden.

9.3 Electrics will be available on site provided by an external supplier at a cost to the Exhibitor.

9.4 Exhibitors must use the skips and recycling facilities available for proper disposal of rubbish. All rubbish and recycling must be cleared up and taken home with you or placed in the event skip provided.

9.5 The Organiser does not provide dustbins for stallholders. Exhibitors who expect to generate a lot of rubbish should provide their own receptacles and ensure they dispose of all rubbish at the end of each Event day in the Event skips provided.

9.6 Please be reminded that we have livestock on site that may in put in danger if they eat what you have left behind.

## **10. NOISE/NUISANCE**

10.1 The Organiser reserves the right to reduce or curtail any excess noise created by an Exhibitor if it is deemed to be affecting other exhibitors or Event activities. PA systems are not allowed on any stand.

10.2 Exhibitors must not use any loudspeaker apparatus, microphones, noisy engines or other offensive practices likely to cause disturbance or annoyance to adjoining exhibitors or the Museum. Music/radios should not be played at any time.

10.3 The Weald and Downland Open Air Museum reserves the right to exclude or eject any person from the Event if it reasonably considers the behaviour of such person to be objectionable, a risk to health and safety, likely to cause any damage or will bring The Weald and Downland Open Air Museum into disrepute.

## **11. DOGS**

11.1 Dogs are permitted in the outdoor areas only at the Event provided they remain on a short leash. Please do not leave dogs in a vehicle. Dogs must be kept on a short lead at all times.

11.2 Traders will not be able to keep dogs by their stands if they are in an area where food is being sold.

## **12. SMOKING**

12.1 Smoking is not permitted in the site compounds, but is permitted in the car park areas at the front of the museum.

### **13. Wi-Fi**

We aim to provide access to Wi-Fi for traders, but we cannot guarantee the accessibility, availability or speed of Wi-Fi in all areas of the Museum. We reserve the right to change or withdraw the service regarding inappropriate or unlawful usage by traders. Full compliance with the Museum's Wi-Fi Terms and Conditions must be adhered to (a copy of this is available on request).

### **14. CAMPING**

14.1 Camping is possible at some of our events - this is not likely to be near your stand and we must know in advance by ticking the box on your booking form and there may be a charge for this at some of our events.

14.2 Camping is not possible on the last night of the event. Museum buildings are not to be accessed after closing time. Dogs must still be kept on a short lead even after-hours.

### **15. FOOD SALES / CATERING TENDERS**

15.1 Applications for Catering tenders are on a needs basis for each show. All drinks including water are prohibited from being sold without prior permission from the Event & Functions Manager. Priority will be given to local producers of locally farmed or produced products.

15.2 Food provided as part of a commercial activity is governed by food laws. Hygiene, handling, packaging, storage, display, surfaces and disposal of waste/exposure to contamination - for food and associated equipment, must all meet the required standards. Fresh goods should be covered by spit guards/appropriate food covers at the event and should be appropriately stored/refrigerated overnight and in pest proof containers. You are expected to provide hot water for hand washing purposes – hand sanitizer alone is not adequate.

15.3 On confirmation of any booking for Food Sales/Catering Tenders a copy of the Food Hygiene document will be forwarded onto you with the pre event information.

15.4 Catering stands must submit their food rating at the time of booking. The museum does not accept stands with a rating of 4 or lower.

### **16. CANCELLATION (by exhibitor)**

16.1 If You wish to cancel the Booking, this must be advised to The Events Team at the Weald and Downland Open Air Museum Ltd verbally in the first instance followed by written notice of cancellation via email to the [tradestands@wealddownland.com](mailto:tradestands@wealddownland.com) The Cancellation Notice shall be effective, final and binding on the Working Day on which it is received.

16.2 Upon cancellation of a booking, Weald and Downland Open Air Museum Ltd will charge a cancellation fee ("the Cancellation Fee"). Up to 3 months prior to the Event date, 50% of the booking fee will be charged. No refunds will be made after the 3 months Event date has passed.

16.3 No refund will be given if the event is cancelled by the Museum after opening due to unforeseen circumstances.

### **17. DATA PROTECTION & CONFIDENTIALITY**

- The Organisers comply with the Data Protection Act 1998 and any subsequent changes to Data Protection legislation. All information supplied by the Exhibitor to the Organiser shall be used only for the performance of this Agreement, shall be kept confidential and shall be revealed to directors, officers, employees, servants and agents of each party only to the extent necessary to enable such party to fulfil its obligations and responsibilities pursuant to the contract.
- All personal information provided by the Exhibitors on the Exhibitor Application Form will be held by the Organisers. Exhibitors have the right to access and correct their personal information in addition to requesting that their personal information is deleted from the Organisers records.
- The Exhibitor agrees not to supply to any third party any information that it receives from the Organiser which has not been made available to the general public. Such information includes but is not limited to information about the Exhibition visitors, other exhibitors, and the pricing of the Stand Space.