



## Terms and Conditions for exhibitors ("Exhibitor") at Salisbury Christmas Market 2017 (the "Market") (the "Terms")

Please read these Terms carefully. They are written for the benefit of everyone and to help to ensure the Market operates to the very highest standards, at all times.

### The Application Process

- Salisbury Business Improvement District, a company limited by guarantee with company number 08814824, is the organiser of the Market (the "Organiser").
- The Organiser selects Exhibitors against strict selection criteria to ensure the highest possible standards in terms of merchandise sold and presentation of chalet. The Organiser reserves the right not to give a reason why one application for the Market is accepted and another is not. The Organiser's decision is final and no discussion on the subject will be entered into.
- Should an Exhibitor apply to sell goods only some of which are acceptable, the Organiser may offer the Exhibitor the possibility to trade at the Market but only selling the acceptable lines of goods, plus the options for selling different additional products.
- It is important that Exhibitors complete the application form for a chalet at the Market with care, fully and accurately. In particular, Exhibitors must list all the goods they intend to sell at the Market. Should an Exhibitor wish to bring different products or lines to the Market, which are not on this form, then permission from the Organiser must be sought beforehand. Failure to do so could result in an Exhibitor being asked to remove all such products from their chalet if it conflicts with another Exhibitor's products, or being asked to leave the Market with no refund of their chalet fees.
- The Organiser may choose not to consider application forms which are defaced, incomplete, inadequately filled out, or which have been submitted without the correct documentation.

### Exhibitors

- The Organiser grants each Exhibitor a licence to occupy a chalet for the period from 23<sup>rd</sup> November 2017 to 22<sup>nd</sup> December 2017 subject to these Terms ("Licence").
- All plans and locations of chalets/Kiosks are indicative and the Organiser reserves the right to move the location of chalets/kiosks at any time. Exhibitors will not be able to select the position of their chalets/kiosks and applications will not be accepted on the condition of an Exhibitor being allocated a particular spot.
- The Market runs for 30 days during the period from
- Queen Street and Catering opening times are as follows 23<sup>rd</sup> November 2017 to 22<sup>nd</sup> December 2017 from 10am – 6pm Mondays, Tuesdays, Wednesdays; 10am – 8.30pm on Thursdays; 10am – 8.30pm Fridays and Saturdays; and 10am until 5pm Sundays.

- Exhibitors must ensure their chalets/kiosks are staffed at all times by at least one person over the age of 16 (and if selling a licensed alcoholic product aged 18 or more) and for every day of the Market.
- In agreeing to participate at this event, all Exhibitors are asked to enter into the spirit of the Market in a cheerful, agreeable and amicable way. In this way we hope to create a happy, pleasant and friendly environment, not only for the public and visitors but also for all those working long hours to ensure the success of the Market.
- In view of the fact there is a PA system at the Market, any chalets wishing to play recorded music must ensure their music is not audible beyond the inside of their chalet. The Organiser reserves the right to ask an Exhibitor to stop playing recorded music if it is deemed unsuitable in the Organiser's opinion.
- Neither Exhibitors nor their staff are permitted to smoke in, near or to the rear of their chalets, or indeed anywhere in the immediate vicinity of the Market.
- No alterations or additions are to be made to the fixtures or fittings in the chalets without express permission of the Organiser. Any Exhibitor causing damage to a chalet in any way will be liable for repair of that chalet/kiosk and the chalet/kiosk deposit will not be returned at the end of the Market.
- Exhibitors should inspect the chalet/kiosk allocated to them and report any structural or maintenance issues to the Organiser as soon as possible after they are discovered.
- Exhibitors must ensure that all of their staff who work on their chalets are aware of these Terms.
- Exhibitors must comply with all relevant legislation in respect of Trading Standards, consumer protection and health and safety and any other requirements of the Organiser which are communicated to them by the Organiser.

#### Appearance of Chalet

- Exhibitors will be required to make the appearance of their chalet as attractive as possible at all times. This includes decorating 'tastefully' the front and inside of their chalet, and also providing a smart, sturdy sign for the front of their chalet/kiosk. This should preferably be wooden and in keeping with the traditional style of the chalets.
- Exhibitors must respect the ethos of the Market, which is not an everyday street market, where goods are shifted as quickly as possible and presentation is of secondary importance. The Market distinguishes itself by having a 'boutique' ambience where visitors are welcomed, inspired and have an enjoyable and exceptional shopping experience.
- In certain areas of the Market, Exhibitors may, with the consent of the Organiser use the outside side walls of their chalets, or the end of their row to display stock, so long as it is attractively displayed and does not present any Health & Safety issues. Using space beyond the front of a chalet is at the Organiser's discretion and may be subject to change at any time. Those Exhibitors who are allocated chalets where there is additional space will be informed of these opportunities when the chalets are finally allocated in October 2017.
- No plastic, PVC, or heavy duty banners are allowed on the outside or inside of chalets or attached to them in any way. Please enquire if you wish to use a vinyl banner. Other items that are not permitted in the decoration of chalets are: velour, tinsel and rope lights.
- The Organiser reserves the right to object to anything in any way associated with a stall, which is not deemed appropriate, suitable or befitting the appearance or ethos of the Market. In particular, an Exhibitor shall not display offensive material or images in or near their chalet and shall also not play offensive music at any time during the Market.

## Stock

- Exhibitors are accepted on the basis they will be selling the products indicated on their application forms. Should an Exhibitor wish to bring additional product lines after the application has been accepted, they must have received written permission from the Organiser before doing so.
- It is the responsibility of every Exhibitor to ensure that all its stock is correctly labelled according to current EU legislation and that it complies with all applicable laws (including, to the extent applicable, all food safety legislation).

## Setting up, taking down and stocking up.

- Precise details with regard to setting-up times will be sent out in November. However, for those Exhibitors attending all 30 days, 18 days or the first 11 days of the Market must ensure their chalets are completely ready by 9am on Thursday 23<sup>rd</sup> November 2017.
- All vehicles on the Market site used for stocking up must be removed by 9.30am each day.

## Alcohol Licence

- The Organiser has a premises licence for the Guildhall Square and Queen Street, High street kiosks are prohibited from selling alcohol
- A copy of the Exhibitor's personal licence must be provided and details of the DPS (of the chalet) must be provided before arrival.
- All staff working on a chalet which is selling alcohol must be trained in Challenge 25 and refusal procedures and evidence of this must be provided to the Organiser on request. Strict adherence to the licensing terms is a condition of the Exhibitor's occupation under its Licence.

## Electrical Items

- If an Exhibitor wishes to use its own electrical appliances (lights, decorative lights, etc), the Organiser must be informed of this in writing six weeks before the start of the Market and a charge for a greater power supply will be made. If an Exhibitor wishes to add something extra at last minute, this is subject to its chalet having sufficient electrical power, and the Organiser's permission must be given before any electrical items are installed on the day.
- Portable Appliance Test Certificate. If you use electrical equipment, we shall need to see the Certificate for each item. It is your responsibility to make sure all electrical equipment is safe. The Organiser may offer to test any uncertified electrical equipment for use during the period of the Market for a small charge per item. No electrical equipment, including brand new equipment, may be used if it does not have a Certificate or if it fails a PAT test.
- The Organiser's team of electricians will be check chalets on Wednesday 22<sup>nd</sup> November 2017 and at the start of each new intake of Exhibitors, to ensure equipment is safe. The team will be available to test untested electrical equipment.
- The Organiser, and one of its electricians (under the authority of the Organiser) may enter a chalet or request to do so, if it suspects that an Exhibitor is using unauthorized or faulty electrical equipment and it may require the removal of any unapproved electrical equipment.
- If there is an electrical problem in your chalet/kiosk and it is found to be as a result of poor equipment, the Exhibitor will be required to pay the electrician's bill and will be invoiced directly by the electrician. Failure to pay the invoice may result in the Exhibitor being excluded from future Christmas markets.

## Insurance

- All Exhibitors must have valid public liability insurance cover of a minimum of £5,000,000. If you are a member of the NFMT you can obtain it through them. We will need to have a copy of this certificate with your application.
- The Organiser will not be held responsible in any way for any loss or damage to an Exhibitor's merchandise, property or personal effects. This includes any damage to goods or loss of goods due to circumstances beyond our control or that is due to extreme weather.

## Security

- CCTVs and an after-hours professional security guard will be provided but items left in or near the chalet in the Guildhall Square shall be at the Exhibitor's own risk. Exhibitors are advised to take out their own personal insurance for the contents of their chalet and are responsible for ensuring their chalets are properly secured with the correct padlocks at night.
- Security will not be provided out of hours for Artisan Row, Exhibitors may leave stock in the storage facility under their kiosk at the exhibitors own risk, Exhibitors are advised to take out their own personal insurance for the contents of their kiosk and are responsible for ensuring their kiosk are properly secured with the correct padlocks at night.

## Rubbish

- Exhibitors must be responsible for flattening and removing their packaging, boxes and other rubbish in the morning and evening and such rubbish is properly disposed of each day.
- Exhibitors must keep their chalet/kiosks and its surrounding area clean and tidy and free from rubbish. Any rubbish produced during the day must not be allowed to build up beside or behind the chalet, and must be regularly removed in order to keep the appearance of the Market as attractive as possible at all times. Industrial-sized bins discretely located near the chalets will be available for the use of all Exhibitors.
- It should be noted that the backs of a number of the chalets/kiosks will be exposed because they will not be up against a wall, so there will be no room behind the chalets for stock.
- Catering chalets are asked to assist with the removal of dirty food and drink containers, and the keeping clean of the new seating areas, although stewards and council workers will also do their best to assist in the smart and clean appearance of these areas.

## Correspondence

- All correspondence from the Organiser to the Exhibitors will be by email or telephone. We do not send out forms and paperwork by post. All potential Exhibitors must have a working email address.
- Salisbury BID cannot accept responsibility for lost or un-received emails which do not reach the addressee due to computer, server, internet or other errors.

## Sharing a Chalet

- The Organiser is happy to consider, at its complete discretion, applications from an Exhibitor which would like to share a chalet with another Exhibitor or group of Exhibitors (such as a group of arts and crafts people). If you are considering this, it is suggested you seek advice beforehand. The second/extra Exhibitor(s) must have also been approved for hiring the chalet.
- Artisan Row kiosks may not be shared.
- If two Exhibitors or more apply for one chalet, there must be one designated Exhibitor who serves as the main contact point for the others and he/she must ensure the others receive all correspondence that it receives from the Organiser. The designated person will also be responsible for collecting payments from the others in that chalet and any such payments will only be accepted by the Organiser from that designated person.

## Payments

- For chalets in the Guildhall square and Queen Street an Initial deposit payment of 30% will be made once an exhibitor has been accepted, 2 subsequent invoices will be raised for 35% of the overall total each.
- For the High Street/ Artisan Rown an Initial deposit payment of 50% will be made once an exhibitor has been accepted, 1 subsequent invoices will be raised for 50% of the overall total each.
- Should an Exhibitor not pay and invoice within two weeks of receipt, the chalet will be reassigned to another Exhibitor and the deposit will not be refunded.
- The Organiser reserves the right to cancel an Exhibitor's application for the Market at any time. Any deposit paid will, in these circumstances, be refunded.
- Any payments made by the Exhibitor to the Organiser are to be made by BACS unless agreed otherwise by the Organiser prior to payment.

## Additional Information

- All Exhibitors will receive final information about the Market by the end of October 2017. This will include their chalet/kiosk numbers, arrival times, and other practical and useful advice.

## Refunds

- The Organiser will do everything it can to attract people to the Market but it cannot accept responsibility for poor trading results by Exhibitors due to bad weather or any other circumstances. Refunds will only be given in accordance with our Cancellation Policy.

## Limitation of liability

- This section sets out the entire financial liability of the Organiser (including any liability for the acts or omissions of its employees, agents or subcontractors) for any claim in relation to or arising from the use of the chalet/kiosk by the Exhibitor including any claim in contract, tort including negligence, breach of statutory duty, misrepresentation or otherwise.
- Nothing in these Terms shall limit or exclude the liability of the Organiser for death or personal injury from negligence, fraud or fraudulent misrepresentation.
- Subject to the above:
  - i) the Organiser shall not under any circumstances whatever be liable to the Exhibitor for any loss of profit or for any indirect or consequential loss suffered by the Exhibitor; and
  - ii) the Organiser's total liability to the Exhibitor for any and all claims shall in no circumstances exceed the fees paid by the Exhibitor for the chalet/kiosk.

## Termination

- The Organiser may terminate an Exhibitor's Licence at any time if an Exhibitor either:
  - i) commits a material breach of the Terms including but not limited to non-payment by it of any sums due under these Terms, breach of any laws or Terms which relate to alcohol or an alcohol licence or breach of any laws or bye-laws;
  - ii) submits an application that is later found to be materially inaccurate;
  - iii) sells or attempts to sell stock that has not been agreed in advance in writing with the Organiser;

- iv) states that its stock is from a supplier which proves not to be from that supplier and, fails to remove that stock following a request by the Organiser to do so; or
- v) claims either to have made something himself/herself or claims the stock is from a particular country and in each case this proves, in the reasonable belief of the Organiser, not to be the case.

In the event of such termination the Exhibitor shall vacate its chalet/kiosk as soon as possible and remove all of its property and other items and no deposit shall be refunded.

### **Cancellation**

- **Event Cancellation**

The Organiser will do everything possible to ensure the Market takes place at the location, dates and times, as announced to Exhibitors. If, in the case of 'force majeure' (ie an event which is outside the reasonable control of the Organiser), the Market could not take place, no compensation to an Exhibitor is payable except in reimbursement of chalet fees already paid.

- **Organiser Cancellation**

Once an Exhibitor is accepted, if the Organiser should decide for whatever reason that such Exhibitor is no longer appropriate, the Organiser reserves the right to reject an application and refund all paid monies.

- **Exhibitor Cancellation**

If an Exhibitor is accepted for a place at the Market and has to drop out for any reason the following will apply:

Cancellation prior to 1<sup>st</sup> September: 100% refund of money paid (minus deposit)

Cancellation between 1<sup>st</sup> September & 15<sup>th</sup> October: 50% refund of money paid (minus deposit)

Cancellation after 16<sup>th</sup> October: 25% refund of money paid (minus deposit)

Cancellation after 31<sup>st</sup> October: Full payment will be retained. No refund possible.

### **The Terms**

- No variation of these Terms shall be effective unless it is in writing signed by both the Organiser and the Exhibitor.
- The Terms constitute the entire agreement between the Organiser and the Exhibitor and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Exhibitor acknowledges that it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or its application. Nothing in this clause shall exclude any liability for fraudulent misrepresentation.

### **Disclaimer**

- All the information contained in the 'Exhibitor Information', these Terms, on the 'Application Form' and associated documents is written with the best of intentions and is believed to be correct at the time of publishing. The Organiser accepts no responsibility or liability for any incorrect information or changes that may arise due to unforeseen events or circumstances.

Salisbury BID

A2Z House

24-26 Milford Street

Salisbury

SP1 2AP

# Salisbury BID

**T:** 01722 441688

**E:** [Christmas@salisburybid.co.uk](mailto:Christmas@salisburybid.co.uk)

**W:** [salisburychristmasmarket.co.uk](http://salisburychristmasmarket.co.uk)