

# Gunwharf Quays Festive Market 2021

## Terms and Conditions



Gunwharf Festive Market will run from 13<sup>th</sup> November 2021 – 2nd January 2022.

Opening times are Sunday-Wednesday 10am-6pm Thursday-Saturday 10am – 8pm  
except Christmas Eve when the market will close at 5-30pm (All timings TBC).

### Setting-up:

- Provision will be made for Stallholders to bring vans and vehicles close to the market for unloading and loading.
- Precise details regarding the setting-up times will be sent out in November.

### Top-Up Deliveries:

- Provision will be made for all Stallholders for unloading and loading every day.
- (Loading hours and) Further details will be sent in November.

### Stall operation:

- The Organiser will decorate the outside of all stalls equally.
- The decorations will include a Christmas garland with lights and a **name sign presenting the Stallholders /company's name.**
- Using space beyond the front of a stall is subject to the Organiser's discretion, and may be subject to change at any time.

- No alterations or additions are to be made to the fixtures or fittings in the stall.
- The Stall-holder must provide all tables, shelving, display cabinets etc
- Each stall-holder must display their wares in an attractive way with a Christmas theme.
- At the end of the Christmas Market the stall-holder must remove all additional shelving and other fittings erected by the Stall-holder.
- Stallholders must also ensure that their stalls are staffed at all times and for every day of the Christmas Market.
- Please note that no Stall-holder will be allowed to open late or close before the closing time – express permission of the Organiser in an emergency.

Public Liability Insurance:

- All Stallholders trading at the Gunwharf Quays Festive Market must hold “Public Liability” Insurance with a reputable insurer for this event for the sum of no less than five million pounds (£5,000,000).
- The Stall-holder is required to provide the Organiser with a copy of the insurance documentation and proof of payment of the insurance premium no later than one month prior to the start of the Christmas Market.
- Any Stall-holder who fails to provide this information will not be permitted to set up their stall at the Market site and will forfeit the stall rental fee.

Electric supply:

- The Organiser must be informed in writing of any electrical appliances (lights, etc.) that the Stall-holder wishes to use. (via the application form).

Heating:

- Please note the use of any heat producing electrical appliances such as fan heaters and kettles are prohibited.

Naked Flames:

- Naked flames are not permitted within the market site – therefore items such as candles will not be allowed to be lit whilst on display.

Smoking:

- No stall-holder will be allowed to smoke within or around the immediate vicinity of the event.

Portable Appliance Test Certificate:

- Stallholders who use any electrical equipment are required to provide the Organiser with a valid safety test certificate for each appliance prior to the start of the Gunwharf Quays Festive Market.
- This requirement applies equally to all new and used electrical appliances.
- For safety reasons the Organiser is unable to allow the use of any electrical appliances on the Market Site which do not have a valid safety test certificate (appropriate to UK BSI standards).
- The Stall-holder shall be liable for meeting the costs of repairing any electrical faults caused at the Market Site by the Stallholders use of electrical appliances.
- In this event the Stall-holder shall be invoiced directly by the electrician.

Waste & Recycling:

- Stallholders must be responsible for flattening and removing their packaging, boxes and other rubbish at the start and finish of each day to the area provided for rubbish disposal.
- Any additional rubbish acquired during the day must not be allowed to build up beside the stall, and must constantly be removed, in order to keep the appearance of the Festive Market as attractive as possible at all times.

Limit of liability:

- Nothing in this Contract excludes or limits the liability of the Organiser for death or personal injury caused by the Organiser's Negligence or for fraud or fraudulent misrepresentation or for any matter which it would be illegal for the Organiser to exclude or attempt to exclude.
- Subject to this the Organiser shall not be liable to the Stall-holder for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- The Organiser's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with this Contract shall be limited to the total fee paid by the Stall-holder to the Organiser under this Contract.

- The Organiser will not be held responsible in any way for any loss or damage to a Stall-holder's merchandise, property or personal effects and the Stall-holder should take out appropriate insurance to cover such risks.

Security:

- Whilst there will be overnight security at the Festive Market, Stallholders are advised to take out their own personal insurance and to ensure their stalls are properly secured at night.
- **Stallholders must provide padlocks for their stalls.**

Payment:

- Once your application form has been approved, you will be sent a copy of the Gunwharf Quays Festive Market Terms & Conditions. Please sign, date and return the terms & conditions to us as soon as possible.
- Once the document has been returned, you will then receive an invoice detailing the payment terms.
- You will be required to pay the full amount of the invoice, no later than 15th October 2021.
- We will not be able to secure your booking until full payment has been received.

Cancellation:

- The Organiser reserves the right to change the dates of the Festive Market or to cancel the Festive Market if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, licensing restrictions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes.
- In the event that the Stall-holder wishes to cancel its booking for a stall it must notify the Organiser in writing.
- The initial booking deposit for each stall is non-refundable.

Covid 19:

- In the unlikely event that the Gunwharf Quays Festive Market 2021 has to be cancelled before the events start date of 13/11/21, due to Covid-19, traders will receive a 100% refund.

Additional conditions:

- The Stall-holder must comply with these Terms and Conditions of the Contract at all times and the Organiser reserves the right to remove a Stall-holder from the Market Site in the event that a Stall-holder is found to be in breach of any of these Terms and Conditions.
- The Organiser reserves the right to object to anything in any way associated with a stall, which is not deemed appropriate, suitable or benefitting the appearance/ethos of the Festive Market.
- The Stall-holder shall comply immediately with any requests made by the Organiser in this regard.
- The Gunwharf Festive Market closes on 2nd January 2022 at 5-30pm (TBC).
- All Stallholders must empty their stalls by 10pm (TBC).

Please print, sign & return this document to [becky@kestonevents.co.uk](mailto:becky@kestonevents.co.uk), ensuring you keep a copy of the terms & conditions for your records.

I \_\_\_\_\_ (Print Name) agree to the above terms and conditions.

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_