

Peterborough Christmas Market 08.12.17 - 23.12.17

TERMS & CONDITIONS

These Terms and Conditions together with the Application form a legally binding contract (the "Contract") between you (the "Stallholder") and Gobsmaeked- UK Ltd (the "Organiser")

General

Location: Peterborough, Cathedral Square PE1 1XB
Opening days 08 December 2017 -23 December 2017 (16 days)

Opening hours

09:30 -- 18:00 Monday-Wednesdays
09:30 -- 19:00 Thursdays & Fridays
09:30 -- 19:00 Saturdays
09:30 -- 17:00 Sundays

Stall rental and what is included in the stall rental:

- Purpose-built timber stall + outside decorations
- Electricity supply
- Overnight security
- Marketing and publicity
- Supervision and management
- Rubbish containers

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

The exhibitors will be hand picked against strict selection criteria to ensure the highest possible standards in terms of merchandise sold and presentation of chalet. No discussion will be entered into as to why one exhibitor is accepted and another refused.

Exhibitors will not be able to select the position of their chalets and applications will not be accepted on the condition of an exhibitor being allocated a particular spot.

Applicants must ensure their stalls are staffed at all times and for every day of the Market. Lateness/early departure, accepts with the prior permission of the Organiser, will not be tolerated and would jeopardize any future applications for a chalet.

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 Stallholder 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 Stallholder to the Organiser under this Contract.

In agreeing to participate at this event, we ask all exhibitors to enter into the spirit of the market in a cheerful, agreeable and amicable way. The Organiser will do all he can to make the event a success and to look after every stallholder in every possible way, even at times beyond the call of duty. 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 event. There will be no place for anyone aggressive or disagreeable.

No alterations or additions are to be made to the fixtures or fittings in the chalets. Any stallholder causing damage to a chalet in any way will be liable for repair of that 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 & inside of their chalet.

Exhibitors must respect the ethos of the Christmas Market, which is not an everyday street market, where goods are shifted as quickly as possible and presentation is of secondary importance. The Christmas Market will distinguish itself by being more like a 'winter wonderland' shopping experience where visitors are welcomed, inspired and have an enjoyable and exceptional shopping experience.

In certain areas of the Market, exhibitors may use the outside sidewalls of their chalets, or the end of their row to display stock, so long as it is attractively displayed and does not present any H&S issues. However, using space beyond the front of a chalet is subject to the Organiser's discretion, and may be subject to change at any time. Those exhibitors who are allocated chalets where they may use additional space will be given this permission when the chalets are finally allocated in November.

No plastic, PVC, or heavy-duty banners will be allowed on the outside of chalets or attached to them in any way. Other items that are not permitted in the decoration of chalets are: tinsel and rope lights.

The Organisers reserve the right to object to anything in any way associated with a stall, which is not deemed appropriate, suitable or befitting the appearance / ethos of the Christmas Market.

Precise details with regard to setting-up times will be sent out by end of October. However, all traders must ensure their stalls are completely ready by 09:00 on Friday the 08 December 2017

Provision will be made for stallholders to bring vans and vehicles close to their chalets for unloading and loading every day, before the Market, and at the end of it. Timings will be very strict due to Health and Safety issues. Further details about such arrangements will be sent to you nearer the time.

Portable Appliance Test Certificate. If you use electrical equipment, we shall need to see the Certificate for each item. It is our responsibility to make sure all electrical equipment is safe.

If there is an electrical problem in your chalet 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.

All stallholders must have public liability insurance for a minimum of £5,000,000. We will need to have a copy of this certificate with your application.

The Organisers will not be held responsible in any way for any loss or damage to exhibitors' merchandise, property or personal effects.

Public CCTVs and an after-hour security guard will look after the chalets once the market is closed. Exhibitors are advised to take out their own personal insurance for their chalet contents and to ensure their chalets are properly secured with the correct padlocks at night.

Exhibitors must be responsible for flattening and removing their packaging, boxes and other rubbish in the morning and evening.

Additional rubbish acquired during the day must not be allowed to build up beside or behind the chalet, and must be constantly removed, in order to keep the appearance of the Christmas Market as attractive as possible at all times. There will be industrial sized bins located near the huts for you all to use.

All correspondence with 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. We cannot accept responsibility for lost or un-received emails, which do not reach the addressee due to computer, server, internet or other errors which we are not in control of.

It is important that exhibitors fill out the Application Form for a chalet with care and precision. In particular, exhibitors must list all the goods they intend selling. Should an exhibitor wish to bring different products or lines to the Christmas Market, which are not on this form, then permission must be sought beforehand. Failure to do so could result in an exhibitor being asked to remove all these products from their chalet, if it conflicts with another exhibitor's products, or if the Organiser asks them to do so.

Defaced, incomplete, inadequately filled out application forms, or those submitted without the correct documentation and cheques, may be discounted.

Should an exhibitor submit a cheque that is rejected by the bank, then a £25 admin charge will be made each time this happens.

The Christmas Market Organisers will do everything possible to ensure the Christmas Market takes place at the location, dates and times, as announced to exhibitors. If, in the case of 'force majeure', the event could not take place, no compensation to exhibitors would be possible except reimbursement of chalet fees.

Once an exhibitor is accepted, if the Organisers should decide for whatever reason that this exhibitor is no longer appropriate, the Organiser reserves the right to reject an application and refund all paid cheques to the exhibitor without explanation and without compensation.

If you are accepted for a place at the Christmas Market and have to drop out for any reason the following will apply:

Cancellation prior to 1st August: 100% refund of money paid (minus deposit)

Cancellation between 1st August & 15th October: 75% refund of money paid (minus deposit)

Cancellation after 16th October: 0% refund of money paid, unless the organizer find an equivalent trader to fill the hut.

IMPORTANT:

The organizer don't take any responsibility or even is promising any certain amount of footfall or promising any possible takings the trader might take or not, as this is depending on many different influences behind the control of the organizer.

If the stallholder is applying for to get a space and to become a stallholder to sell his goods, the organizer is acting on the assumption that the stallholder is aware of his business and that he is making his decision to trade on his own best knowledge and experience he might have or not.

The risk of selling or not selling is entirely in hands of the stallholder and stays and falls also with the personal skills and products and take place on his own risk!

20.05.2017