

Christmas Market 2020

Stallholder Terms and Conditions

By submitting an application form to Leeds Castle, you are agreeing to have accepted these terms and conditions.

These terms and conditions are mandatory for all exhibitors and have been compiled to ensure the Leeds Castle Christmas Market operates to the highest possible standards. If you require clarification about a particular point or have any other questions relating to your application, please contact us by telephone on **01622 767860** or by email francescabarrett@leeds-castle.co.uk

Definitions:

Application: The application form for a trading pitch for the Contract Period at the Venue.

Charges: The costs to be paid by the Stallholder to the Organiser in respect of the licence to sell goods approved by the organiser at the event for the Contract Period.

Contract: These terms and any other terms notified by the Organiser as being applicable.

Contract Period: The duration of the Contract to sell goods approved by the Organiser as described in these terms and conditions.

Event: The Leeds Castle Festival of Flowers

Exhibitor(s)/Stallholder(s): The Stallholder named on the application form.

Opening Hours: The hours the Stallholder shall trade for the contract period, being 10h00 to 17h00

Organiser: Leeds Castle Events Department

Permitted Purpose: The sale of merchandise by the Exhibitor during the Opening Hours of the Event in accordance with these terms and conditions.

Regulations: All current and future law, regulations, notices or any order of any applicable governing body which affect the Organiser, the Exhibitors, the Permitted Purpose and generally.

Terms: The terms and conditions in this document, being the Exhibitors Terms' which are incorporated into the Contract.

Venue: Leeds Castle, Maidstone, Kent, ME17 1PL

1. Type of Product

All products offered for sale by a Stallholder shall be of a unique nature and not readily available in high street shops. In order to maintain quality and for the benefit of all traders, only those items indicated on the application form may be sold.

2. Criteria for application

Stallholders will be selected at the organiser's discretion against a strict criteria including the range of products available at the market, quality of product, uniqueness

and customer appeal. We do not offer exclusivity on any products. Applications that are not supported by pictorial material will not be accepted. Leeds Castle retain the right to refuse a pitch at our discretion. Stallholders who have exhibited at previous Leeds Castle events are not guaranteed a chalet at this or future Christmas Markets.

3. Chalet Sharing

It is permitted to share a chalet with one other exhibitor (maximum of two companies sharing). All applicants must state this when applying for a chalet, and one person should be nominated to receive all correspondence relating to the Christmas Market.

4. Location

Stallholders will not be able to select their chalet position and will not have their location confirmed upon booking. Location will be determined by the event organisers based on product mix, electrical requirements and exhibiting date.

5. Trading Periods

Stallholders must book and operate their chalet for the entire contracted trading period. We reserve the right to offer amended trading periods at our discretion.

6. Opening Hours

The Christmas Market will be open from 10am – 5pm. All stalls must be manned and trading between the hours 10am and 5pm on each day. Failure to do so will result in a ban from attending future Leeds Castle events.

7. Set Up, Dismantling and Access Times

Traders will be able to set up on Fridays between 10am and 3pm or on Saturdays from 7am. All chalets must be cleared by 9pm on a stallholder's last trading day. Access on Sunday will be from 7am. Any access to the event site outside of these times must be pre-arranged with the Events team.

8. Vehicle Movement

Leeds Castle has a permanent driving ban onsite from 10am – 5pm on event days. Such restrictions must be adhered to at all times. There will be no access to or from the Christmas Market by vehicle within these hours.

9. Stallholder Parking

A dedicated parking area for stallholders will be located directly behind the Christmas Market. Stallholders will be permitted to park one car per chalet in this area. Stallholders may park additional cars in the main car park, free of charge.

Continued on the next page ...

Christmas Market 2020

Stallholder Terms and Conditions

10. Security

Each chalet will be issued with a padlock. Should they be misplaced, there will be a charge of £20 to cover the costs for replacement.

An overnight security guard will be based within the Christmas Market on Friday and Saturday nights. Leeds Castle will not be liable for any loss or damage to the stallholders' merchandise, property or personal effects unless such loss or damage is caused directly by the organiser. Stallholders are advised to take out their own individual insurance to cover such occurrences.

11. Noise

"Auctioneers", PA's/amplification, hawking and peddling are strictly forbidden. The playing of soft ambient festive music is allowed inside the chalets provided it is not audible outside.

12. Rubbish

Stallholders must dispose of their rubbish in the appropriate manner, using the bins provided on the event site. Stallholders must not empty any liquids, including hot water, onto the grass. A waste water tank will be made available.

13. Stallholder Conduct

Using offensive or abusive language towards staff, fellow traders or visitors will forfeit your position to trade with Leeds Castle at the Christmas Market and all future events. Stallholders should not do anything while at the market to bring the event or event organiser into disrepute. Promoting other organisers' events is not permitted on your stall.

Alcohol must not be consumed by traders on site during public opening times. Smoking is not permitted within or out the front of the Christmas Market. No dogs are allowed on site at any time.

Upon leaving the chalet at the end of a contracted period, stallholders must dispose of all rubbish and leave the chalet in a clean and tidy condition.

14. Health and Safety

Stallholders must comply with the regulations of the Health and Safety at Work Act 1974. Stallholders must notify the event organisers as soon as they become aware of any health and safety issues or hazards that may have arisen at the Christmas Market. No naked flames are permitted within the chalets.

All electrical equipment must be PAT tested. All children's products must have a British Safety or European Safety Standard.

15. Insurance

All stallholders must hold their own Public Liability Insurance with minimum cover of £5,000,000. Stallholders

must also have Product Liability and, where appropriate, Employers Liability. Leeds Castle may ask to see proof of these documents before allowing a stallholder to trade at the Christmas Market.

16. Electrical Power

Every chalet is fitted with a 4amp (920 watt) double socket power supply, suitable for phone chargers, fairy lights etc. This supply will NOT be sufficient to run items such as heaters. Please ensure you have booked the appropriate power upgrade for the equipment you are bringing. Stallholders must contact the event organisers before October 30th 2020 if they wish to upgrade their power supply. Leeds Castle will not be able to upgrade any power requests after this date.

Should the power supply fail at any time during the event, Leeds Castle will not be liable for any loss of trade incurred.

17. Portable Appliance Test Certificate (PAT)

Portable Appliance Test Certificates are required for all electrical equipment used by exhibitors at events to ensure all equipment is safe. If your equipment is under 6 months old we do not require a PAT test certificate but will need to see proof of purchase.

We will not have facilities at the event to PAT test your equipment, so without a valid certificate or proof of purchase/warranty an electrical item will not be allowed to be used.

18. Chalet Type

Chalets are available in two 'types or styles'. Stallholders are able to pick between a Barn Door style and a Counter Top style chalet. As standard, chalets are 2.5m x 2m. A 5m x 2m size chalet is available for all 8 day exhibitors only. Chalets types are available on a first come first serve basis. Leeds Castle does not guarantee stallholders will be offered their preferred chalet size and style.

19. Chalet Appearance/Alterations

Leeds Castle will decorate the exterior of each chalet with a festive garland and bulb lighting to ensure uniformity in appearance. Stallholders may not add décor to the exterior of the chalet but are encouraged to decorate the interior in an attractive festive manner. All internal chalet signage must be of a smart appearance and in keeping with the rest of the Christmas Market. Leeds Castle reserve the right to ask stallholders to remove any signage not in keeping with the look of the market at their discretion. Chalets will be provided empty and without shelving, traders are permitted to put up shelving and hang hooks in their chalet. These must be taken down and removed at the end of the stallholder's contract period. Stallholders are responsible for providing their own tables, chairs and any equipment they wish to bring to the event.

Continued on the next page ...

Christmas Market 2020

Stallholder Terms and Conditions

20. Chalet Boundaries

Stallholders are required to keep their products within the known chalet area at all times, unless permission has been granted by the event organisers. 'A frame' advertising boards are not permitted in the walk ways.

21. Food and Beverage Stallholders

Stallholders selling food and drinks will be asked to produce relevant documents as listed on the Application Form. Where refreshments or food items of any description are offered for sale or consumption, the stallholder must ensure that the supply, production, storage, handling and service of all such items comply fully with all legal requirements, in particular the Health & Safety Act 1974, EU Food Information for Consumers Regulation 2014, The Food Hygiene (General Regulations 1970), and the Food Safety Act 1990, and any other regulations made there under. A copy of these documents must be supplied to Leeds Castle no later than 30th October 2020 otherwise the contract may be terminated with no liability to the organiser and the loss of all monies paid.

Applicants wishing to sell alcohol must provide evidence of a license to sell alcohol. Alcohol sales are for offsite consumption only unless pre agreed with the event organisers. Age verification and smaller measure policies must be followed.

22. Local Producer Discount

A 10% discount on chalet cost is available to suppliers within a 20 mile radius of Leeds Castle, ME17 1PL. To qualify for this discount stallholders must provide evidence of a home or business address in their name upon application. This discount will be taken off the invoice by Leeds Castle.

23. Booking Procedure

All potential stallholders must complete the Leeds Castle Christmas Market Application Form and ensure they have filled in all the applicable sections. Applications will not be accepted without agreement to the terms and conditions and without submitting pictorial evidence of products. Submitting an application form does not guarantee acceptance at the event.

24. Notification

Stallholders will be notified within 30 days of receipt of application whether they have been successful in securing a chalet at the market or not. Successful applicants will be sent confirmation, along with an invoice for the full amount due.

25. Payment Terms

Full payment is to be made within 14 days on receipt of invoice. Failure to pay within 14 days will result in the cancellation of your booking, unless an extension has been agreed in writing with the event organisers. Leeds Castle reserve the right to use dynamic pricing at our discretion.

26. Cancellation Policy

If a stallholder cancels their booking and has paid the final balance the following cancellation policy will apply: Cancellation within 14 days of payment received, on or before 30th October 2020 = 50% payable. Cancellation after 14 days of full payment or after 30th October 2020 =100% payable. Should the event be cancelled or interrupted due to circumstances beyond the organiser's control, Leeds Castle will not be held liable to refund any monies paid or liable for loss of earnings.

27. VAT

All prices exclude the applicable VAT rate at the time of making payment.

28. Liability

Leeds Castle will not be liable for any loss or damage or claim suffered by the stallholder or its agents or employees.

29. No Rights

The license granted in these terms is solely for the rent of a chalet and does not confer the relationship of landlord and tenant or any rights and obligations arising from such a relationship. Nor does it confer any interest or estate of any nature whatsoever in, on, over or under any part of the Venue.

30. Variation

No variation of these terms or of any of the documents referred to in it shall be valid unless it is in writing and signed by, or on behalf of the organiser. The organiser may vary these terms at any time prior to the Event by notifying the stallholder in writing of such variation.

31. No partnership

Nothing in the Contract shall be deemed to constitute an association, partnership or joint venture between the parties or constitute any of the parties as an agent of the other parties

32. The Law

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter.

Should any stallholder or associated staff be deemed to have breached these terms and conditions, Leeds Castle reserve the right to remove them from the site, with no refund granted.

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