



York St Nicholas Christmas Fair 2018 GENERAL TRADER TERMS & CONDITIONS

Please find below our Christmas Trader Terms and Conditions, which we will require you to follow throughout. If you have any questions please do not hesitate to contact a member of staff and we will do our very best to help. Please note these Terms and Conditions supersede any previous Terms and Conditions for Christmas Markets in York. All Traders are all required to comply with this agreement.

Definitions

- 'The Organiser' is Make It York of 1 Museum Street, York YO1 7DT (please note our City Centre Office is located at 5 Silver Street in the Shambles Market area, off Parliament Street YO1 8RY.)
- 'Trader' means any caterers, traders, craft people, charities, non-commercial groups and companies trading at the Christmas Market
- 'Chalet' refers to your allocated trading unit.

Financial

All monies are to be paid in advance in full. You will not be given permission to trade until these have been received.

The Organiser shall not be liable for i) loss of profits; or ii) loss of business; or iii) depletion of goodwill; or iv) loss of anticipated savings; or v) loss of goods; or vi) loss of contract or; vii) loss of use; or viii) loss or corruption of data or information; or ix) any special indirect, consequential or pure economic loss, costs, damage, charges or expenses.

Site position and arrival

Once sited by the Organiser, units should not move under any circumstances bar an emergency, without the agreement of the City Centre Management Team. You must be in position by the designated start time of 10am each morning. You may not trade beyond the advertised hours of 6pm Sunday to Wednesday inclusive and 8pm Thursday- Saturday inclusive.

The Trading Chalet location that you have been allocated in non-negotiable.

Traders moving out must vacate by 8pm on the Sunday evening. New Traders will be allowed access from 8:00pm once the stall has been inspected and

cleared for use. New traders must be ready to trade by 10am on the Monday morning.

Vehicles Unloading

This must take place before 10am and all vehicles must be removed from site by this time.

Only one stock vehicle is permitted within the trade site area while unloading and loading. For security measures, we may need to log your vehicles registration number.

Parking

Parking for cars and vans is still to be confirmed as there have been some changes to the Council car parks availability. This information will be emailed to you as soon as we have it.

Deliveries

The Trader is responsible for arranging their own deliveries. The Trader must arrange to meet their delivery at their stall. The Organiser cannot take responsibility for Traders deliveries and will not hold these for Traders.

All vehicles are brought on site at their owners' risk, and must be suitably insured. Make It York cannot accept any responsibility for any loss or damage that may occur.

Vehicle usage must be kept to a minimum. There is a 5-mph speed limit on site at all times.

For health and safety reasons vehicle movement will be prohibited during the festival.

Trading

The Organiser will not accept responsibility for the level of trading during the event. No rebates or compensation will be given to traders as a result of adverse weather conditions, security alerts or as a result of changes in programmes.

Only goods detailed in the trader application form will be permitted for sale unless agreed by a member of the City Centre Team.

All packaging, personal belongings and cash boxes must not be visible to the public.

Traders must display their business name and address and provide origin of product if requested to do so.

All signage and pricing must be clear, legible and produced to a high standard. Traders selling food and drink must ensure packaging lists all

ingredients including details of inclusion of nuts, nut oils, nut extracts or derivatives that may be harmful to people with allergies.

Alcohol Sales for consumption off site only. If you have applied to sell alcohol you must complete an indemnity form which we can provide. This must be completed before you can start trading. You must clearly display 'Challenge 25' posters on your chalet.

The area allocated to the trader shall be the full extent of the display area available. Should any dispute arise as to the allocation of space the decision of the Organiser is final.

Assignment

This application is personal to the trader and shall not be assigned, transferred or apportioned. No more than one business entity may exhibit or operate in a single Space without the written permission of The Organisers of the event. Further, Traders shall display their products and conduct business only within their own exhibition Trade Space.

There will be no option to display goods outside of the allocated chalet.

Stall Management

The Trader shall provide an adequate number of staff for the operation of the trade site and ensure that such staff are employed under the relevant Employment Law, adequately trained, clean, polite, sober and well presented at all times. The Organiser may require the Trader to remove any member of staff that in the opinion of the Organiser does not meet these standards. The use of offensive or abusive or threatening language by the Trader or its staff will count as an immediate breach of this clause.

No smoking (including e-cigarettes) or alcohol consumption by staff in or around the stall area

Smoking is not permitted in any stall

Disposal of Rubbish

Traders are responsible for keeping the 5 metre area in front of their stall and the back of space tidy and free of rubbish. Refuse must be removed regularly and not cause a fire hazard or restrict emergency escape routes from the unit. All rubbish must be flattened put into the appropriate containers which are emptied regularly.

All food waste must be stored in sealed containers/ bags and not be accessible to wasps/ flies or vermin.

All traders must leave their site in good order. Any trader leaving any rubbish, furniture, equipment or structures will be charged for the cost of disposing of the rubbish and may not be invited to trade at future festivals.

Damage to the Chalets and/ or Ground Surface

Any Traders or contractor causing damage to any part of an event site including the allocated chalet or any other area will be liable to the cost of reinstatement.

Traders may attach suitable fittings to the chalet but on no circumstances must anything penetrate the waterproofing on the roof.

All fixings that have been applied by you to the chalet must be removed at the end of your trading period. This includes screws, hooks, staples, cable ties etc. Please leave the chalet in good order.

Hours of Exhibition

The Organiser reserves the right to alter the hours of operation at the event without advance notice to Traders, visitors and other persons. No portion of an exhibit must be dismantled by any Trader before the close of the event or before the last day of that traders booking.

Postponement or Abandonment

Should an event be postponed or abandoned due to strikes, lockouts, poor weather, acts of God, third party or other circumstances no refunds will be available. Where the event is cancelled or postponed for reasons excluding the above by the organisers, partial refund of remaining site rental period will be made available to traders.

Trader Cancellation

Trader cancellations must be made in writing to Make It York, 1 Museum Street, York YO1 7DT. Deposits and payments are strictly non-refundable.

Security

The Organiser will provide overnight security. Whilst the organiser will provide this security cover, Traders shall be solely responsible for their stock. Neither The Organiser nor their security supplier shall be liable for any damage to property of Traders or the property of Traders agents, employees, guests or visitors and the Traders agree to indemnify and hold harmless The Organiser and their agents against such loss. Traders must co-operate fully with Festival Security in any necessary search of vehicles or stalls.

General Compliance

All Traders will comply with all current legislation, notices, orders, bylaws and shall comply with any restrictions, directions and conditions lawfully imposed by any public authority.

Insurance

Employers' Liability and Public Liability Insurance must be on display at all times. Similarly, Traders are responsible for ensuring contractors delivering to, or working on their stall, are suitably insured.

Traders shall be responsible for obtaining general public liability insurance with a minimum limit of £5,000,000 and shall provide as proof a certificate of insurance. Full risk insurance to cover all eventualities should be taken out including third party. Insurance should also cover all employees and their personal effects.

Copies of all relevant insurance documents must be supplied to Make It York at least one month before the market opens.

Liability

Neither The Organiser nor their representatives shall be liable or responsible for any injury to the Trader or their employees, agents, guests or visitors, nor due to the operation of any fixture or fitting of the chalet either pre fitted or added by the trader while in the Trader's care.

Electrical Safety

Site electricity will be supplied by Make It York. Each chalet will be supplied with a light and a power supply of up to 3amps. Please ensure that any additional lighting, card machines, scales or miscellaneous items do not exceed the 3amps as this could result in tripping the shared supply. Items with a heating element such as kettle, heaters are prohibited. If the electric does trip and an electrician has to be called out to reconnect the supply the stall found responsible due to excessive consumption or faulty equipment will be charged the call out fee which is approximately £100. The Organiser does not accept responsibility for continuous supply nor for the consequence of fluctuations in voltage including damage to equipment.

For health, safety and noise reasons generators are not permitted on-site.

All electrical equipment on site must have been PAT tested and up to date paperwork will be required no later than one month before the market opens. Spot check will be performed during market trading hours.

Keys/Locks

You will be provided with a lock key OR a padlock and key for your chalet. You are responsible for this and will be required to pay a £10 fee if this is lost.

Please speak to a member of staff regarding additional keys. There must be no additional cut additional keys for your chalet without permission from Make It York management.

Safety

In accordance with current legislation and the Organiser's policies, all contractors must undertake and submit risk assessments and comply with the Health and Safety at Work Act 1974 and all other relevant safety legislation. All stallholders must comply with the Electricity at Work Regulations and should meet the requirements at least to the Institute of Electrical Engineers 17th Edition. All traders must comply with any directives specifically relating to safety made by the Organiser.

The use of Liquid Petroleum Gas is strictly prohibited unless by prior agreement.

The use of candles or any item that has a naked flame is strictly prohibited.

If in the opinion of the Organiser any Trader creates any disturbance including noise that affects adjacent Traders, you will be required to cease the relevant activities immediately.

CATERERS ONLY - Fire Safety & extinguishers

You must provide the appropriate number of serviced and in date fire fighting equipment for your unit (minimum one light duty fire blanket). You must have completed and submitted a Fire Risk Assessment. The layout of your unit must incorporate escape routes which must be kept clear at all time. The Organiser will inspect your unit and once satisfactory you will be given a permission to trade.

Contravention of Terms and Conditions

If a Trader or associated staff/employees is closed down and/or evicted from site for contravening any of these terms and conditions or environmental health standards, they may not be allowed to trade at the Festival again and will not be entitled to a refund.

Residents Offer

As part of our ongoing commitment to the local residents of York we ask that every stallholder offers some form of discount or offer to them. This does not need to be in the form of a financial discount but must offer local residents (on production of a York Card) incentive to visit the event. This offer will run Monday – Friday from 1600 hours to close of the event on each of these days. We hope that this will encourage more of the local residents who accommodate the event every year to enjoy the event.

'Traders Terms and Conditions' document issued to (Name):

On behalf of (Business Name): _____

On (Date): _____

Signed (by the above Trader): _____

CHECKLIST

Are you able to offer an incentive or discount to residents on production of a York Card from Monday to Friday 1600hrs to close?

Please detail your offer:-

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Employers and Public Liability Certificate(s) to a minimum of £5,000,000

PAT Testing Documentation to cover entire contract term and all appliances used

Method Statement/Risk Assessment

If Caterer - Fire Risk Assessment

Alcohol Indemnity – If applicable