

City of Wolverhampton Christmas Market

Friday 14th to Sunday 16th December 2018



TRADER TERMS AND CONDITIONS 2018

City of Wolverhampton Victorian Christmas Market is a 3-day event now in its 2nd year. This year the market will be located in **DUDLEY STREET & QUEENS SQUARE** which is the heart of the shopping city, offering approx. 150 stalls selling a very wide range including colourful crafts, festive gifts and speciality food & drink. A unique atmosphere is created by Victorian themed costumes, seasonal decorations, a variety of street entertainment, Victorian carousel & funfair. This is an annual Victorian Christmas event, reflecting continuous growth in visitor numbers to the City of Wolverhampton and a serious and every increasing demand for stalls every year.

INFORMATION

Dates & Opening Times

Friday 14th December 11.00am - 7.00pm

Saturday 15th December 10.00am - 7.00pm

Sunday 16th December 11.00am - 5.00pm

Application Procedure

Please complete the relevant application form for stallholders. The closing date for all completed applications is 31st August. Please ensure you have completed all fields, including full product information, images, a copy of your public liability insurance and the deposit payment with your application. Incomplete applications, applications received after this date or applications submitted without deposit payment will not be considered. You will be notified in writing whether your application has been successful or not.

Stalls and Stall Merchandise

All market stalls are provided by LSD Promotions (Marketplace) LTD or their sub-contractors (Market stalls will be dressed in water-resistant back panels and optional clear end panels.)

Stalls measure 10ft x 7ft (3.04m x 2.14m) and include a serving counter measuring 10ft x 4ft (3.04m x 1.22m), which can be removed on request – please note on application. A number of 3m pop-up stalls will also be used depending on location. Counters on pop-up stalls may vary in size.

Stall Category Qualification Criteria

Please be aware we cannot guarantee your requested location as we have to ensure we keep product duplication to a minimum throughout the Market footprint.

Local Maker

To be classed as a local maker, all the products on sale on your stall must be handcrafted by you within 10 miles of Wolverhampton City Centre. Your application will be judged by LSD Promotions (Marketplace) LTD against the criteria of quality, original design, materials used, and the overall level of workmanship involved. Local maker applications are not available on the High Street. Proof of address and proof of how your products are made will be requested on application. Application forms for local maker category cannot be found on our website. To apply for this category please email customerservice@lsdpromotions.com.

LSD Promotions (Marketplace) LTD reserve the right to close down any stall found to be selling unauthorised goods, i.e. those not agreed by us or stated in your application form.

Standard Stall

Good quality general products e.g. Art, craft, gifts, unique & unusual items, food products to take away for home consumption e.g. cheese, artisan, deli, sweets, cakes, fresh produce. Standard stalls are available in all areas.

Small Hot Food & Drink

Products for this category include but are not limited to mulled wine/cider, crepes/pancakes, soups, waffles, churros or alcohol for consumption. Small hot food & drink stalls are available in all areas. Please do not apply for this category if you are a caterer. All applications are thoroughly assessed.

Catering

Street food catering and large commercial bar catering. Caterers will provide their own trailer units/gazebos/handcarts and are marked as catering pitches. This will depend on space available and appearance of the unit. Please ensure your catering unit dimensions are included on the application. Images of your unit must be submitted on application. We cannot process catering applications without images.

Market stalls can be requested if needed

PAYMENT DETAILS

The rates applicable for a stall for three days are detailed on the stallholder application form. You will be notified in writing whether your application has been successful or not.

Full Payment

Full payment must be received for the full invoiced stall fee and electricity fee (where requested) by Friday 9th November in order to secure your pitch. Failure to provide full payment will lead to the stall offer being withdrawn. LSD Promotions (Marketplace) LTD reserves the right to withdraw the stall offer if terms are not met.

Deposit Payment

All traders applying for a stall at the Christmas Market must send a deposit cheque/or card payment to the value as stated on the Application Form made payable to LSD Promotions (Marketplace) LTD with their application form. If your application is unsuccessful this payment will be returned with your notification letter. If your application is accepted the payment will be banked by LSD Promotions (Marketplace) LTD and held for the duration of the event. No post-dated cheques will be accepted. Applications will not be processed or assessed without deposit payment.

The deposit is **not a part payment** of the total amount payable. Should any of the terms and conditions be breached a verbal warning will be given. Upon repeated breach or a breach of a second rule the deposit payment will be forfeited. If all the terms and conditions of this agreement have been met the deposit will be returned after the event (Mid-January 2019).

STALL INFORMATION

No additional fixtures/products may be attached or displayed which extend beyond the dimensions of the stall structure. Any additional fixtures/products outside the designated stall are liable to be removed by LSD Promotions (Marketplace) LTD event staff.

Stalls must be set up by the time the Market opens and must not be dismantled before the Market closes each day. It is also essential that stallholders cease trading at the close of the event each day as detailed in the above opening times and ensure that stock is removed from the Market area immediately. Unfortunately, it is not possible for LSD Promotions (Marketplace) LTD to provide an overnight storage area or security.

The stallholder or their representative must be on site for the duration of each day between trading hours. A 24-hour telephone number is required for this person.

It is important that a good mix of stalls and merchandise is provided throughout the Market area. LSD Promotions (Marketplace) LTD will allocate appropriate positions at its discretion. The decision of LSD Promotions (Marketplace) LTD regarding stall allocation is final and no discussions will be entered into. The stallholder agrees to accept the stall allocated. LSD Promotions (Marketplace) LTD reserves the right to relocate stalls on the day of the event if operational reasons require doing so.

LSD Promotions (Marketplace) LTD reserves the right to withdraw products for sale that are not stated on the application form or that have been excluded as part of the stall offer, or to close the stall

down. The application must be accompanied by accurate photographs and/or samples of the products.

Your stall pitch fee includes the following services:

- Provision of a stall/pitch
- Basic festoon lighting with power
- Provision of a comprehensive stallholder information pack
- Marketing and publicity, including general promotion to attract visitors to the event, as well as example stall listings on the Victorian Christmas Market web pages and in the printed programme
- Committed and supportive event management by LSD Promotions (Marketplace) LTD.
- Approachable and professional event stewards and security based in each event area and on regular patrols to assist with any queries from set up, throughout the event to break down
- Dedicated Market Office for any queries throughout the event - personal visits, phone enquiries and radio contact for emergencies – a contact number for the office will be provided
- Professional first aid team on site for any emergencies during the event

VICTORIAN DRESS

The Market is promoted as a Victorian themed event and all stallholders and their staff must wear period costume during event opening times **AT ALL TIMES** (Taking into account relevant food hygiene legislation).

LSD Promotions (Marketplace) LTD will close down a stall and withhold the deposit where stallholders and their staff do not adhere to the Victorian dress requirement **AT ALL TIMES**.

This rule will be strictly enforced and no exceptions considered. Traders who repeatedly breach this strict condition will be banned from all future events / markets operated by LSD PROMOTIONS.

ADVERSE WEATHER CONDITIONS

The City of Wolverhampton Victorian Christmas Market is an outdoor event which may be subject to unpredictable inclement UK weather conditions. If the event is cancelled as a result or for a reason outside of our control, there will be **no refund or compensation paid due to loss of earnings or otherwise**.

HEALTH AND SAFETY

Upon acceptance as a trader at this event, LSD Promotions (Marketplace) LTD will provide a Health and Safety questionnaire and pack to each stallholder. This must be completed and returned by the stated deadline in order for the stallholder to be allowed to trade. This forms part of the contract and must be completed by your health and safety representative. Non-compliance with this request may result in the application being withdrawn and an administration fee being charged.

The Health and safety information pack holds the following information and forms for completion:

- Risk assessment templates and guidelines for your completion
- Fire risk assessment template and guidelines for your completion
- Details of who is providing first aid and stations where it can be accessed
- Organisers area plan
- Accident report form for completion. All stallholders must report any incident to LSD Promotions (Marketplace) LTD staff, no matter how small

Stallholders must comply with all health and safety regulations and legislation at all times throughout the event and follow the instruction of officials were given.

You shall carry out risk assessments for all activities to be carried out in relation to the event and shall produce these to us by the stated deadline.

Each stallholder selling products of a high fire risk (e.g. oils or candles) or using any heating equipment (e.g. hot plates or engraving equipment) must keep a fully operational, serviced, in date dry powder fire extinguisher on the stall and available for inspection and use at all times. A fire risk assessment form must be completed and be available for inspection. LSD Promotions (Marketplace)

LTD and the Wolverhampton Fire and Rescue Service will make checks to ensure stallholders adhere to these conditions and reserve the right to close down the stall until remedial action has been taken.

Any propane or butane (LPG) equipment should be in a safe condition and positioned and used in a safe manner. In particular:

- Any LPG cooking or heating equipment must have been checked for safety by a gas installer listed on the GAS SAFE REGISTER, and current documentation kept available for inspection by LSD Promotions (Marketplace) LTD.
- Only serviceable and safe flexible hoses and hose clips, made for LPG equipment, must be used.
- Gas bottles must be placed in a safe and secure position at least one metre from openings into adjacent vehicles or structures and external sources of ignition.
- Any equipment used for cooking/heating must be placed in a position which is not accessible by the public, particularly children. It must also be placed on a stable surface in a position which does not present a risk of injury to stallholders, their staff or anyone involved in the operation of the event.

Food Stalls are to have access to Hand Wash at all times

ELECTRICITY, WATER & REFUSE COLLECTION

The use of stallholders' own generators are not permitted unless pre agreed by LSD Promotions (Marketplace) Ltd. An optional electricity supply can be requested at the time of application and all electrical items intended to be used must be listed on the application form. Any electrical equipment, including plugs and flexes, must be maintained in a safe condition at all times and flexes in particular positioned so as not to create trip hazards or get in contact with water.

All electrical equipment must be PAT tested before being brought into the Market area. The use of appropriate outdoor plugs is required and no kettles or other heating equipment (e.g. fan heaters) can be used unless explicit written consent has been given by LSD Promotions (Marketplace) Ltd.

The electricity supply is installed and provided by a third party reputable organisation. In the unlikely event of an equipment or power supply failure, LSD (Marketplace) Ltd will undertake reasonable steps to resolve the issue but cannot be held responsible.

No additional power sources are to be used without the prior written consent of LSD (MarketPlace) Ltd.

Power is available in selected areas please be clear if power is required. All stalls have lighting supplied by LSD Promotions.

Stallholders are required to supply their own water for the duration of the event. Access to water supply in the event area cannot be guaranteed.

Every effort should be made to minimise your waste. LSD Promotions are responsible for the removal of 1 full bin liner of rubbish per stall per day. The city's litter bins **must not** be filled up with trade waste in the morning and during event opening times, as their primary use is for rubbish disposed by visitors.

If this is not adhered to a fine will occur and deposit payment forfeited.

LICENSES & CONSENTS

All alcohol sellers must apply for a temporary event notice to cover all 3 days trading. Once this has been granted you must send a copy to customerservice@lsdpromotions.com stating which event it relates to, your full name and what you sell. You must keep a copy of your TEN on the stall for licencing inspections at all times.

Sale of any food or drink shall be permitted provided that the prior written permission of LSD Promotions (Marketplace) LTD has been obtained following receipt of accurate details of the types of food or drink to be sold and all relevant legislation complied with.

You shall obtain and comply with all permissions consents and licenses required for all the activities to be carried in relation to the event and in respect of the equipment under any statute, regulation or

bye-law. You shall produce to us copies of such permissions, consent and licences upon acceptance of your application to trade at this event.

Traders must abide by the LSD Promotions alcohol policy sent out to all alcohol sellers. You must familiarise yourself with the law and your responsibility. LSD Promotions enforce challenge 25. Any trader found knowingly breaking the alcohol policy will be reported directly to licencing authorities.

All stallholders selling food or drink must notify LSD Promotions (Marketplace) LTD in writing on the application form of the Local Authority with which they are registered.

The operation of any food business/stall must comply with Food Safety Act 1990 and associated regulations and the Health & Safety at Work etc. Act 1974 and associated regulations. Worcester Regulatory Services, as the governing body, has the right to terminate forthwith the operation of the business/stall if, in the opinion of any of its officers, a serious breach occurs. Please refer to the CIEH National Guidance for Outdoor and Mobile Catering for further information.

All hot food sellers are to ensure sand or other appropriate floor covering is under cooking equipment, Failure to comply will result in cleaning charges.

Any equipment used must not give rise to a noise nuisance to other stallholders or to neighbouring residential or commercial premises. If such nuisance should occur LSD Promotions (Marketplace) LTD shall have the right to terminate forthwith the operation of the stall.

Food Stalls are to display Food Hygiene Certificates at all times

LIABILITY

We shall have no liability to you for any losses whether in contract and any tort (including negligence), breach of statutory duty or otherwise for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise and whether or not we were advised of the possibility of loss, liability, damage or expense), indirect or consequential loss (including, without limitation, loss of revenue, loss of actual or anticipated profit (including loss of profits on contracts), loss of business, loss of use of money, loss of anticipated savings, loss of opportunity, depletion of goodwill or loss of reputation) howsoever caused.

We shall have no liability resulting from or contributed to by your continued use of the site and / or equipment after a defect has become apparent or suspected or should reasonably have become apparent to you.

We shall have no liability to you for any delay and/or non-performance of a contract or damage to property to the extent that such delay and/or non-performance or damage to property is due to Force Majeure. In the event that we are prevented from complying with our obligations under the contract due to Force Majeure, both parties shall be released from their respective obligations and any rental monies paid above the deposit amount to us before performance has been completed shall be returned to you.

Our total liability to you under and/or arising in respect of all claims under or in relation to the contract shall not exceed the limit on our applicable insurance cover.

Nothing in this contract shall exclude or limit our liability for death or personal injury due to our negligence nor exclude or limit any other type of liability which is not permitted to be excluded or limited as a matter of law.

You shall be liable for the acts and/or omissions of your employees, agents, servants and/or sub-contractors as though they were your own acts and/or omissions under this contract.

If we are found to be liable in any respect of any loss or damage to your property, the extent of our liability shall be limited to the realisable value of the damaged property.

You agree to indemnify and keep us indemnified against any liability suffered by us and arising from or due to:

- Your breach of contract, tort (including negligence) and/or breach of statutory duty;

- Any damage, theft or loss of property, goods, articles or other things placed, deposited, brought onto or left on the site either by you or by any of your employees, agents, servants and/or sub-contractors;
- Any loss, damage, injury or disease which may be suffered by any animal brought onto the site by any person or persons by reason of the use of the site by you;
- Your failure to obtain and comply with all permissions, consents and licenses required for all the activities to be carried on at the site and in respect of the equipment under any statute, regulation or bye-law;
- Your failure to carry out and provide us with risk assessments for all activities to be carried on at the site; and
- Any infringement of Intellectual Property Rights by you.

INSURANCE, RISK & OWNERSHIP

All stallholders must have public liability insurance in the sum of £5,000,000 covering the duration of the event and must provide a copy certificate showing insurer policy number, amount and dates of cover with their application form, if already available, or no later than September 2018. If evidence of insurance has not been provided by this date or the level of cover is insufficient you will not be allowed to enter the event area or trade at this event.

Risk in the equipment will pass to you immediately from the commencement date of the hire and will not pass back to LSD Promotions (Marketplace) LTD until the equipment is returned to our physical possession.

You must not deal with the ownership or any interest in the equipment. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending.

You shall not, without prior written consent assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the contract.

LOSS OR DAMAGE

For the avoidance of doubt, LSD Promotions (Marketplace) LTD will not be liable to the stallholder in respect of any loss, liability or damage incurred or suffered by the stallholder by reason of any claim made or proceedings instituted against the stallholder by any individual, firm or company in connection with the provision of goods/service by the stallholder.

Services offered, articles sold and any vehicles brought into the Market area are at the risk of the stallholder. In particular the stallholder is at all times responsible for the safety of all items sold and/or held at the stall. LSD Promotions (Marketplace) LTD cannot accept the liability for any damage to or loss of any items howsoever caused.

You will pay to us the replacement cost of any equipment which is lost, stolen and/or damaged beyond economic repair less the amount paid to us under the deposit.

TERMINATION

LSD Promotions (Marketplace) LTD cannot be held responsible for any forced cancellation of the event that is beyond the control of the event organiser. Should a situation occur where a cancellation is impending, stallholders will be informed as soon as the decision is made to cancel the event. All reasonable efforts will be made to avoid this decision.

Any requested cancellations need to be received in writing by LSD Promotions (Marketplace) LTD. In the event of a stallholder cancelling LSD Promotions (Marketplace) LTD reserves the right to withhold:

- The full deposit of in the event of the cancellation being made before midnight on 1st September 2018
- The deposit and full cost of stall hire and electricity (where applicable) in the event of the cancellation being made after midnight on 1st September 2018

Without prejudice to any other remedies we may have, we may terminate, cancel or suspend the contract without liability, with immediate effect if you:

- Fail to make payment to us when due
- Breach the terms of the contract
- Provide incomplete, materially inaccurate or misleading facts and/or information in connection with the contract
- Pledge, charge or create any form of security over the equipment
- Being a company, enter into insolvency or being an individual or partnership have a bankruptcy petition presented against you or you come to an arrangement with your creditors or suffer any similar action in any jurisdiction
- If control of your business is transferred to any person or persons other than the person or persons in control of your business at the date of the contract, (as defined in section 574 of the Capital Allowances Act 2001)

In the event of the above, we may withhold the services and cease any services in progress under this and/or any other contract between you and us. Fees already invoiced in accordance with the stallholder charging schedule will remain payable.

If any of the events set out in section above occur, then you agree to indemnify and keep us indemnified against any liability which we may suffer, and which arises as a result of such default.

COMPLAINT PROCEDURE

Should you feel you wish to make a complaint, this should be submitted no more than **three days** after the event in writing to admin@lsdpromotions.com.

GENERAL

No vehicles may be parked in the market footprint other than for the purposes of loading and unloading. Times will be specified in the final stallholder information pack. Vehicle permits provided must be displayed upon entering the event area. Any cars parked in the area during the hours of opening of the market will be removed and the cost of removal recovered from the owner. Stallholders need to organise their own parking arrangements.

All stallholders must comply with directions, instructions and advice issued by LSD Promotions (Marketplace) LTD, the official stewards and any other authorities/bodies. Failure to do so may result in removal from the event.

LSD Promotions (Marketplace) LTD reserves the right to refuse any stallholder entry to the trading area.

All stallholders must keep the site clean, orderly and in good condition for the duration of market and must leave the site in a clean, orderly and good condition at the end of the market.

Stallholders must not undertake the following activities without written authority from LSD Promotions (Marketplace) LTD and any other relevant bodies:

- Use of pyrotechnics
- Lighting of fires or ground barbeques.
- Use of amplification for announcements, playing of music or any other purpose
- Shouting and swearing at event staff will **NOT** be tolerated under ANY circumstances and traders who are abusive will be removed from the Market site for the duration of the event.
- This contract is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

Should you require any further information about the City of Wolverhampton Victorian Christmas Market, please email admin@lsdpromotions.com.

Terms and Conditions of Stall Hire may be subject to amendment – you will be notified of any changes.

By signing the application form for your relevant category, you are agreeing to the terms and conditions as stated above.