



**STRATFORD-UPON-AVON  
VICTORIAN CHRISTMAS MARKET**

**WATERSIDE**

APPLICATION FORM 2019



<b>LSD MEMBERSHIP NUMBER</b>		<b>TRADING NAME</b>	
<b>FIRST NAME</b>		<b>SECOND NAME</b>	
<b>LINES BEING SOLD</b>			

**PRICING & QUANTITY GUIDE**

**LSD PROMOTIONS POP-UP**

**OWN UNIT**

LSD POP-UP 3X3 METRE CANOPY	DEPOSIT PER STALL	PRICE PER STALL	QTY	OWN UNIT PRICE BASED ON A MINIMUM OF 3 METRE FRONTAGE	DEPOSIT PER STALL	STALL PRICE PER METRE	YOUR OWN UNIT LENGTH IN METRES (SERVING SIDE)	YOUR OWN UNIT WIDTH IN METRES	QTY
<b>STANDARD STALL</b>	£50	£375		<b>STANDARD STALL</b>	£50	£125			
<b>DRINK TO CONSUME</b>	£125	£465		<b>DRINK TO CONSUME</b>	£125	£155			
<b>HOT FOOD &amp; DRINK</b>	£125	£525		<b>HOT FOOD &amp; DRINK</b>	£125	£175			
<b>LSD COUNTER REQUIRED</b>				<b>CATERING</b>	£150	£210			

<b>Did you trade with us at the Stratford-upon-Avon Christmas market in 2018?</b>		<b>Would you like to request the same stall position as 2018?</b>	
<b>Your deposit payment has been retained by LSD Promotions from 2018?</b>		<b>Your pitch number from 2018 (If known)</b>	

**PAYMENT DETAILS**

**BACS:** LSD Promotions (Stratford) Ltd Sort Code: 40-47-17 Account Number: 1386 7153 Pay Ref: Your LSD membership number + 'SUAVCM'  
**DEBIT / CREDIT CARD:** All Major Cards Accepted - (A transaction fee will apply when paying via card) - Cheque payments are not accepted.

Full payment due by Friday 18<sup>th</sup> October 2019

**POWER REQUESTS: PLEASE STATE CLEARLY IN DETAIL**

**Festoon lighting** is included in your pitch fee on all LSD pop-ups or traditional stalls.

ITEM YOU REQUIRE TO POWER	ITEM PAT TESTED?	WATTAGE	QUANTITY

**A member of our customer service team will contact you regarding power availability and cost. Any items not specified will not be powered. Power is not available in all streets. Items listed above will be stated on your stall ID for regular spot checks.**

**SPECIAL REQUESTS: PLEASE STATE CLEARLY IN DETAIL**

Please email your completed application form to [customerservice@lsdpromotions.com](mailto:customerservice@lsdpromotions.com) quoting the name of the event you are applying for.  
**IMPORTANT: PLEASE CHECK YOUR PUBLIC LIABILITY INSURANCE IS VALID FOR THE DURATION OF THE EVENT.**

**OFFICE USE ONLY - DO NOT FILL IN PAYMENT DETAILS**

Payment will be calculated by a customer service advisor and funds removed from the chosen card on file unless otherwise specified in special requests.  Once payment has been made an invoice & welcome letter will be sent via email.	<b>PITCH FEE</b>	<b>£</b>
	<b>POWER FEE</b>	<b>£</b>
	<b>TOTAL</b>	<b>£</b>

Application approved on		Alcohol Pack Sent on	
Deposit Payment taken on		Copy of Ten received on	
Full Payment taken on		TEN required for trader?	
Invoice & Welcome email sent on		Quantity of LSD/Own Units required?	
PLI in date for this event?		Size of own unit (if applicable)	L
Counter Required?			W
Same location as last year? (if applicable)		Total wattage required?	
Deposit Forfeited YES   NO			
Reasons why			

## FULL TERMS & CONDITIONS

### STRATFORD-UPON-AVON VICTORIAN CHRISTMAS MARKET 2019

#### GENERAL INFORMATION

Stratford-upon-Avon Victorian Christmas Market is a fabulous three-day event now in its 3<sup>rd</sup> year, located outdoors in the historic heart of the town, offering over 300 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 rides. The event attracts 100,000+ visitors over the 3 days, with coaches travelling from all over the country. This is an annual Victorian Christmas event, reflecting continuous growth in visitor numbers to SUA and a serious demand for stalls every year.

#### Dates & Opening Times

Friday 6<sup>th</sup> December 11am- 8pm

Saturday 7<sup>th</sup> December 10am - 8pm

Sunday 8<sup>th</sup> December 10am - 5pm

#### Application Procedure for All Traders

If you traded at the SUAVCM in 2018 and kept your deposit payment in, this guarantees you a pitch offer on this year's event if you apply before **Friday 3<sup>rd</sup> May**. After this date new traders will be permitted to apply. If you traded at the SUA VCM in 2018 and chose to have your deposit payment refunded, you will not be guaranteed a position on the street you traded on in 2018 or any street for 2019. If you traded last year, you **MUST** still complete a signed application form for 2019. Any unsigned forms cannot be accepted. We will endeavour to accommodate any special requests, including position requests, however please be aware that this may not always be possible due to various reasons including market footprint amendments. You will be notified via email whether your application has been successful or not.

#### 1. PAYMENT PROCEDURE

- 1.1. Deposit payment must be paid upon application. We cannot hold applications without payment. The deposit is not a part payment towards 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, you can request your deposit to be returned. This must be after a debrief meeting between LSD Promotions, Stratford-upon-Avon councils & Warwickshire Police. This meeting normally takes place in mid-January. Traders are welcome to contact the office after mid-January to request a deposit refund however please be aware that you are not guaranteed a pitch offer at the SUA VCM 2020 if your deposit is returned to you.
- 1.2. Full payment must be paid on or before **Friday 18<sup>th</sup> October**. Once you have been notified your application has been accepted it is your responsibility to ensure that payment is made by this date. We do not send out reminders or we do not automatically deduct funds. Any unpaid applications after this date will be cancelled and your position forfeited.

#### 2. STALL CRITERIA

- 2.1. All market stalls are provided by LSD Promotions or their sub-contractors (Market stalls will be dressed in water-resistant back panels and optional clear end panels.)
- 2.2. 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.
- 2.3. 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.
- 2.4. **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.
- 2.5. **Small Drink to Consume:** Products for this category include but are not limited to all alcohol or soft drink for consumption. Please do not apply for this category if you intend to sell any food related products. This category is strictly drink to consume only.

- 2.6. **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.
- 2.7. **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 an application. We cannot process catering applications without images.

### 3. STALL INFORMATION

- 3.1. 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 event staff.
- 3.2. Stalls must be set up by the time the Market opens and must not be dismantled or cease trading 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 to provide an overnight storage area or security.
- 3.3. 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.
- 3.4. It is important that a good mix of stalls and merchandise is provided throughout the Market area. LSD Promotions will allocate appropriate positions at its discretion. The decision of LSD Promotions regarding stall allocation is final and no discussions will be entered into. The stallholder agrees to accept the stall allocated. LSD Promotions reserves the right to relocate stalls on the day of the event if operational reasons require doing so.
- 3.5. LSD Promotions 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.
- 3.6. Your stall pitch fee includes the following services:
- Provision of a stall/pitch (price based on 3m frontage)
  - Basic festoon lighting with power.
  - Provision of a comprehensive stallholder information pack via email 3 weeks before the event.
  - 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.
  - 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.
  - Daily street cleansing and refuse collections (1x bag per trading day) plus regular litter picking in the event area.
  - Professional first aid team on site for any emergencies during the event.

### 4. VICTORIAN DRESS

- 4.1. 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).
- 4.2. LSD Promotions 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**.
- 4.3. **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.**

## 5. ADVERSE WEATHER CONDITIONS

- 5.1. The Stratford-upon-Avon 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.

## 6. HEALTH AND SAFETY

- 6.1. Upon application LSD Promotions will provide a Health and Safety questionnaire to each stallholder. This must be completed and returned 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 will result in the application being withdrawn.
- 6.2. 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.

## 7. RISK ASSESSMENTS

- 7.1. 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.
- 7.2. 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 and SUA 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.
- 7.3. 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.
  - 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.

- 7.4. **Food Stalls are to have access to Hand Wash at all times**

## 8. WATER & REFUSE COLLECTION

- 8.1. 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.
- 8.2. 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 towns 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.
- 8.3. **If this is not adhered to a fine will occur and deposit payment forfeited.**

## 9. POWER

- 9.1. Power is not available during the own units set up period on Thursday 5<sup>th</sup> December.
- 9.2. Power requests must be made upon application. We cannot add power to your application at a later date.
- 9.3. Items you require to power must be stated on page 1 of this application form to include wattage. These items will be listed on your stall IDs which must be displayed on your stall / unit at all times. Any trader found powering undeclared items will be shut down and removed from the event with immediate effect.
- 9.4. **Domestic appliances such as kettles, fan heaters etc are strictly prohibited.**

- 9.5. The use of stallholders' own generators must be pre-agreed by LSD Promotions. 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.
- 9.6. All electrical equipment must be PAT tested before being brought into the Market area.
- 9.7. The electricity supply is installed and provided by a third-party reputable organisation. Powering a large outside event is a huge task and extremely challenging. In the event of an equipment or power supply failure LSD Promotions will undertake reasonable steps to resolve the issue but cannot be held responsible, your patience in this circumstance will be crucial.
- 9.8. No additional power sources are to be used without the prior written consent LSD Promotions.
- 9.9. Power is **not available** on all streets other than lighting supplied by LSD Promotions. Our customer service team will advise where power is available and the cost upon application.

## **10. LICENSES & CONSENTS**

- 10.1. Sale of any food or drink shall be permitted provided that the prior written permission of LSD Promotions has been obtained following receipt of accurate details of the types of food or drink to be sold and all relevant legislation complied with.
- 10.2. 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.
- 10.3. The Stratford-upon-Avon Victorian Christmas Market holds a full alcohol licence. **No TEN is required.**
- 10.4. 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.
- 10.5. All stallholders selling food or drink must notify LSD Promotions in writing on the application form of the Local Authority with which they are registered.
- 10.6. 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. SUA 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.
- 10.7. 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.
- 10.8. 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 shall have the right to terminate forthwith the operation of the stall.
- 10.9. **Food Stalls are to display Food Hygiene Certificates at all times**

## **11. LIABILITY**

- 11.1. 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.

- 11.2. 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. 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.

## **12. INSURANCE, RISK & OWNERSHIP**

- 12.1. 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 2019. 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.
- 12.2. Risk in the equipment will pass to you immediately from the commencement date of the hire and will not pass back to LSD Promotions until the equipment is returned to our physical possession.
- 12.3. 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.
- 12.4. 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.

## **13. LOSS OR DAMAGE**

- 13.1. For the avoidance of doubt, LSD Promotions 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.
- 13.2. 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 cannot accept the liability for any damage to or loss of any items howsoever caused.

13.3. 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.

## 14. TERMINATION

14.1. LSD Promotions 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.

14.2. If you cancel your application on or before **Friday 26<sup>th</sup> July**, you will receive your deposit payment back in full. If you cancel your application after this date your deposit payment will be non-refundable under any circumstances.

14.3. If you cancel your application on or before **Friday 18<sup>th</sup> October** and have made your full payment you will receive the full payment back in full. Any cancellations after this date your full payment will be non-refundable under any circumstances.

14.4. 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)

14.5. 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.

14.6. 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.

## 15. COMPLAINT PROCEDURE

15.1. 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](mailto:admin@lsdpromotions.com).

## 16. GENERAL

16.1. No vehicles may be parked in the Market area 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.

16.2. You must arrive by the times specified in your welcome pack. Late arrivals will be prohibited to trade. This is due to strict road closure conditions that must be adhered too. These rules are set by various legal bodies including Stratford upon Avon Council, Warwickshire police and Counter terrorism. If you are running late for any reason, you must contact the provided contact number to inform the management team in advance. If you cannot get through by phone call, a text must be sent.

16.3. Traders who do not turn up on any trading day will automatically lose their deposit. If you cannot attend for whatever reason, you must inform the management team in advance by phone call. If you cannot get through by phone call, a text must be sent. This is so we can prevent any empty stalls which damages the look of the event.

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

- 16.5. LSD Promotions reserves the right to refuse any stallholder entry to the Market area.
- 16.6. For safety and security reasons all LSD management and operational staff wear recording body cameras at all times.
- 16.7. All stallholders must keep the site clean, orderly and in good condition for the duration of the Market and must leave the site in a clean, orderly and good condition at the end of the Market.
- 16.8. Stallholders must not undertake the following activities without written authority from LSD Promotions 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 SUA VCM, please email [customerservice@lsdpromotions.com](mailto:customerservice@lsdpromotions.com).

**Terms and Conditions of Stall Hire may be subject to amendment – you will be notified of any changes.**  
 By signing this application form for your relevant category, you are agreeing to the terms and conditions as stated above.

<b>I fully understand and accept the terms and conditions of the special event contract.</b>	
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<b>GDPR &amp; SIGNATURE</b>	
<b>I give permission to LSD Promotions to store my details securely.</b> <small>Trader details must be kept on file for at least 5 years after an event.</small>	
<b>I give permission to LSD Promotions to add my details to the mailing list.</b>	
<b>DATE</b>	
<b>SIGNATURE</b> <b>I agree to all terms and conditions of this special event contract and agree to abide by all the terms and conditions.</b>	