

**CITY SHOWCASE: MARKETS
TERMS & CONDITIONS FOR STALLHOLDERS 2016**

All stallholder licences are granted subject to the following terms & conditions:

Licensee shall mean Stallholder Applicant

1. Licensee shall trade solely in the articles, and at the place, and on the day specified in the licence as covered by these Terms.
2. The licence is granted subject to any Conditions made by the relevant City or Borough Council
3. That the licence is granted subject to compliance with any other statutory enactment which is currently in force
4. Trading is dependent upon production of the licence in person
5. City Showcase Limited is the promoter and sole authority in relation to this event.
6. All signed applications made will be deemed to have been made confirming acceptance of these Terms and Conditions and any other event rules as set out in the Handbook and instruction manual.
7. The Handbook is available on line and may be amended at any time. City Showcase takes no responsibility for any errors or inaccuracies or omissions within the Handbook.
8. These terms and conditions and all other directions given by City Showcase Limited must be followed. Abusive behaviour or failure to comply may result in exclusion from the event without compensation. Such action will also apply to any person or persons behaving in an irresponsible manner so as to threaten the safety of, or cause injury to others, or cause unnecessary damage. The decision of any such personnel employed by City Showcase to deal with these matters is final and irrevocable.
9. City Showcase will inform all successful applicants by telephone and confirm by email. The Applicant has 7 days from that date in which to either cancel the application and thereby no application fees will be due or confirm the place. After 7 days there will be no guarantee that the place will be kept for the stallholder. All fees and documents required will be part of the confirmation process, ie if fees and documentation are not received within 7 days then the place will not be guaranteed for the stallholder.
10. Once the booking and payment has been received, any cancellation up to the month of the event will be subject to a £25 cancellation fee.
11. Stall Pitch Fees are as set out in the Application Form/contract.
12. Stall Pitch Fees are as set out in the agreement from.
13. Payment by way of cleared funds for the Pitch Fee must be made no later than seven (7) days after the relevant date. Payment may be via BACS/online or cheque (payable to City Showcase Limited and posted to PO Box 2212, RH20 2XJ) with the trading name as the reference
14. The full Pitch Fees are non-refundable if the booking is cancelled within a month of the event.
15. City Showcase reserves the right to allocate specific stalls to each Licensee and make alterations as necessary. City Showcase shall not have any obligation in respect of which stall location is allocated to which Licensee.
16. Subcontracting/sublicensing stalls is not permitted. Joint applications are possible providing this is prior agreed.
17. City Showcase may list stallholders in printed material and on line. The listing used will be the listing included in the Application Form. City Showcase is not liable for errors or omissions contained any printed material.
18. No rebates will be given to Licensees as a result of adverse weather conditions.
19. If City Showcase decides for reasons beyond its control that an event needs to be cancelled, postponed or suspended, due in whole or part to the venue becoming unavailable, war, fire, national emergency, labour dispute, strike, lock-out, civil disturbance or any other matter beyond the control of City Showcase, City Showcase will not be held responsible for any direct, indirect or consequential loss incurred by the Licensee. All monies received or due from the Licensee and all other Licensees will be applied by City Showcase in discharge of all expenses incurred by City Showcase in connection with the promotion and/or proposed holding of the event (to the extent that City Showcase is not reimbursed by an insurance against such risk) and any balance will be returned to the Licensee (pro-rata to the amount paid by each Licensee) but City Showcase will have no other liability to the Licensee.
20. If City Showcase determines that there is insufficient support for an event, it has the right at all times to cancel or suspend the event without notice. In the event of such a cancellation the Licensee shall receive a full refund for the cost paid by the Licensee for the pitch/stall. Any liability of City Showcase shall be limited to such refund. City Showcase shall not be responsible for any losses (whether direct, indirect or consequential) incurred by a Licensee as a result of such cancellation.
21. City Showcase reserves the right to change the venue, time and date of any event as it sees fit for any reason. City Showcase shall not be liable to provide a refund in the event of such a change, nor shall it be liable for any losses (whether direct, indirect or consequential) incurred by the Licensee as a result

of such change.

22. Licensees are only permitted to sell goods specified in their final notification documents (as set out in the Handbook)
23. As required by the Council, Licensees must not carry, as materials or stock, any flammable or hazardous substances
24. Also, as required by the Council, Licensees are required to carry out a risk assessment of their operation. Please provide this risk assessment to City Showcase no later than a month prior to the Market.
25. Named Licensees must be in attendance on the event day at all times
26. Licensees will be given a specific time of arrival and set up and will not be allowed onto site earlier than the time given or later than the time given as a loading schedule is required to get traffic on and off site in a one way flow or as quickly as possible so to not disturb local residents or businesses.
27. Under no circumstances are children under the age of 16 allowed into the site during build up and breakdown.
28. Trolleys may be provided. Do not overload trolleys – not only will this risk damage to your merchandise and exhibits but it will make them difficult to move and may cause damage to stalls or others around you.
29. The stall must be open and ready to sell at the time instructed for the opening of the relevant Market and closed with goods for sale no earlier than the closing time of the relevant market. At no time will the stall be left unattended or closed for sale. Licensees must ensure that they bring sufficient stock to cover the day's sales such that all stalls are trading continuously throughout the day.
30. City Showcase cannot accept responsibility for the level of trading during the day nor for any economic loss.
31. Licensees must start dismantling their stalls at the time instructed by City Showcase and not before then.
32. The site must be cleared no later than the time instructed by City Showcase in respect of each Market.
33. There will not be any parking provided. Any vehicles parked in the area will be parked at their owner's own cost and risk.
34. Where possible in respect of a specific Market, vehicles needing site access will be given a vehicle permit all other vehicles will be denied access. The permit will be given to the vehicles whose registration numbers have been submitted in advance.
35. Licensees will be held responsible for any damage or loss caused to the event site or stall, equipment or materials supplied by City Showcase or any of City Showcase's sub-contractors.
36. Stalls or merchandise must not be over-loaded or insecure. They must not cause hazard in any way to members of the public
37. Licensees must ensure that all goods, materials, refuse etc do not spread beyond the licensed stall. Trading is only permitted within the designated trading area of the stall.
38. Prices of goods on stalls must be clearly displayed
39. Licensees' posters, banner and advertising material must be of a suitable size so it will fit into the stall/pitch footprint. No free standing or oversized displays will be permitted for safety reasons.
40. Licensees are required to co-operate fully with all event officials including the Production Company, City Showcase, Police, Fire Officers, Security and Council representatives including Environmental Health Officers and Trading Standards Officers.
41. Licensees will be given emergency and fire instructions prior to the event – these must be adhered to.
42. There will be no power available for Market stalls unless otherwise stated and generators are not permitted on site
43. Garbage containers will be provided. Licensees will be responsible for ensuring that all waste is kept away from their unit and is disposed of in the garbage containers throughout the day in order to create a good profile for their products and to prevent potential fire hazards. Stallholders are required to remove from the site with them when they derig any substantial waste such as large boxes, packaging or bottles.
44. Licensees are not permitted to bring any of the following on-site: Weapons or anything that could be construed as a weapon; Alcohol and alcoholic containers (without express permission in writing); Glass; Generators; Lasers; Fireworks; ignition sources
45. Open fires are not permitted on site. This includes barbeques unless expressly agreed in writing.
46. Merchandise must not cause an obstruction of the highway or any access or egress route
47. Licensees will also warrant that the products displayed or on sale will contain nothing obscene, blasphemous, libellous or otherwise unlawful and will not infringe the copyright or any other rights of any third party.
48. Licensees will ensure that City Showcase is fully indemnified against all losses, and all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of breach of these terms and conditions.

49. By signing/submitting the application form/contract the Licensee confirms that he/she has public liability and employer liability insurance against personal injury, death and damage to or loss of property for a limit of indemnity not less than £2 million. The Licensee accepts that it is his/her responsibility to ensure that his/her own insurance is adequate and that any stand sharers have the same level of cover. City Showcase will not be responsible should a Licensee fail to ensure that adequate insurance for public liability and employer liability insurance against personal injury, death and damage to or loss of property are in place.
50. City Showcase takes no responsibility for, or liability for, any loss, damage, theft of Licensees' property whilst at or in transit to or from the event site. Please note that the event location is a busy public area and, whilst City Showcase will have security patrolling, it cannot be responsible for individual stall security. It is recommended that adequate insurance cover is taken out for goods or merchandise. No secure storage space will be provided. All goods or property left unattended will be at Licensee's own risk. Adequate insurance cover is strongly recommended. The Licensees current insurance policy may well be sufficient however please check with your insurance provider.
51. A copy of the insurance certificates must be provided to City Showcase at least one month prior to the relevant Market.
52. Film, imaging and photography. City Showcase reserves the right to capture audio, video and photographic media of the event, its stallholders and attendees and to use such media in promotions either for the event itself or for any other similar event now or in the future. City Showcase reserves the right to edit such media as it sees fit. City Showcase will make all photographs available for stallholders. If the Licensee does not wish to be included in such media or does not wish for media containing images of you or your company logo or products then the Licensee must notify City Showcase in the application otherwise this will be deemed to be full acceptance of these terms.