

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

All grants of a pitch are subject to the following terms & conditions:

1. Trader 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 trading pitch is granted subject to any Conditions made by the venue, relevant City or Borough Council
3. The trading pitch is granted subject to compliance with any other statutory enactment which is currently in force
4. Signature of the Application Form confirms Traders acceptance of these Terms and Conditions and any other event rules as set out in the Handbook and instruction manual.
5. 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.
6. 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.
7. City Showcase will inform all successful Traders by email. Traders have 5 working days from the date of the email in which to either cancel the application and thereby no application fees will be due or confirm the place by paying the Pitch Fee. After 5 working 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 5 working days then the pitch may not be held for the Trader. If the email of confirmation is sent within 14 days of the start of the event, payment and documents will be required within 2 days of the date of the email.
8. Once payment has been received any cancellation up to the month of the event will be subject to a £25 cancellation fee. No refund will be given if cancellation is made thereafter.
9. Pitch Fees are as set out in the Application Form.
10. Payment of the Pitch Fee should be made 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
11. City Showcase reserves the right to allocate specific stalls to each Trader and make alterations as necessary. City Showcase shall not have any obligation in respect of which stall location is allocated to which Trader.
12. Subcontracting pitches is not permitted. Joint applications are possible providing this is prior agreed.
13. City Showcase may list Traders' names in printed material and on line. The listing used will be the company/brand name included in the Application Form. City Showcase is not liable for errors or omissions contained in any printed material.
14. If City Showcase or its client 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 Trader. All monies received or due from the Trader and all other Traders 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 Trader (pro-rata to the amount paid by each Trader) but City Showcase will have no other liability to the Trader.
15. If City Showcase or its client 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 Trader shall receive a full refund for the cost paid by the Trader 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 Trader as a result of such cancellation.

16. 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 Trader as a result of such change.
17. Traders are only permitted to sell goods specified
18. Traders must not carry, as materials or stock, any flammable or hazardous substances
19. All food selling Traders are required to carry out a risk assessment of their operation. Please provide this risk assessment to City Showcase with all other documents as set out in the Application Form.
20. Named Traders must be in attendance on the event day at all times
21. Traders 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 for logistical purposes.
22. Under no circumstances are children under the age of 16 allowed into the site during build up and breakdown.
23. For some events, 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.
24. For some events, volunteers will be available to assist with loading and unloading but stallholders should accept this help at their own risk. City Showcase cannot be held responsible for any breakages caused as a result of this help.
25. Traders must be ready to sell at the time instructed for the opening of the event to the public. Traders must continue to trade up to the event closing time. At no time will the stall be left unattended or closed for sale. Traders must ensure that they bring sufficient stock to cover the day's sales such that all stalls are trading continuously throughout the day.
26. City Showcase cannot accept responsibility for the level of trading during the day nor for any economic loss.
27. Traders must start dismantling their stalls at the time instructed by City Showcase and not before then.
28. The site must be cleared no later than the time instructed by City Showcase.
29. There will not be any parking provided. Any vehicles parked in the area will be parked at their owner's own cost and risk.
30. Subject to the constraints of each specific event, vehicles needing site access will be given a vehicle permit and all other vehicles will be denied access. The permit will be given to the vehicles whose registration numbers have been submitted in advance.
31. Traders will be held responsible for any damage or loss caused to the event site, venue or stall, equipment or materials supplied by City Showcase or any of City Showcase's sub-contractors.
32. Stalls or merchandise must not be over-loaded or insecure. They must not cause hazard in any way to members of the public
33. Traders must ensure that all goods, materials, refuse etc do not spread beyond the licensed pitch. Trading is only permitted within the designated trading area of the stall/pitch.
34. Prices of goods on stalls must be clearly displayed
35. Traders' 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.
36. Traders 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.
37. Traders will be given emergency and fire instructions prior to the event – these must be adhered to.
38. There will be no power available for Traders unless otherwise stated and generators are not permitted on site

39. Garbage containers will be provided. Traders 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 the venue, site and 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.
40. Traders 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
41. Open fires are not permitted on site. This includes barbeques unless expressly agreed in writing.
42. Merchandise must not cause an obstruction of the thoroughfares or any access or egress route
43. Traders warrant that the products displayed or on sale contain nothing obscene, blasphemous, libellous or otherwise unlawful and do not infringe the copyright or any other rights of any third party.
44. Traders fully indemnify City Showcase 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.
45. By signing/submitting the application form the Trader confirms that he/she has public liability insurance covering personal injury, death and damage to or loss of property for a limit of indemnity not less than £5 million. The Trader 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 is not responsible should a Trader fail to ensure that adequate insurance for public liability is in place.
46. Traders confirm that they have Employer's Liability insurance. City Showcase is not responsible should a Trader fail to have adequate Employer's Liability Insurance.
47. City Showcase takes no responsibility for, or liability for, any loss, damage, theft of Traders' property whilst at or in transit to or from the event site. It is recommended that adequate insurance cover is taken out for goods or merchandise. All goods or property left unattended will be at Trader's own risk. Adequate insurance cover is strongly recommended. Trader's current insurance policy may well be sufficient however please check with your insurance provider.
48. A copy of the insurance certificates must be provided to City Showcase alongside all event documentation in accordance with the Application Form.
49. City Showcase reserves the right to capture audio, video and photographic media of the event, its Traders 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 Traders. If the Trader 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 Trader must notify City Showcase in the application process otherwise this will be deemed to be full acceptance of these terms.