

Stallholder Terms & Conditions

1. BOOKING ACCEPTANCE

* 1. Acceptance and confirmation

Completed Acceptance Forms confirm the booking of space at the Christmas Market.

Acceptance forms must be returned to **[Your Church Name Here]** by **[Date For Forms To Be Returned]**.

Allocation of stall space is only confirmed if the completed Acceptance Form is returned with:

• payment for the stall space, which is non refundable

• payment for any additional requirements

* 1. Acceptance of Terms and Conditions

Stallholders must read and agree to the Terms and Conditions prior to an Acceptance being deemed as confirmed.

Stalls cannot be secured or obtained from a third party under any circumstances.

Acceptance Forms will only be accepted from individual persons or businesses. Acceptance Forms in joint names will not be permitted.

Preferred locations cannot be guaranteed. The organisers reserve the right to allocate stall space as they see fit and to change your location on the day if necessary.

If Acceptance Forms and payments are not received at **[Your Church Name Here]** by the **[Deadline Date For Forms To Be Returned]**, your allocation will be offered to another stallholder.

2. LEGAL COMPLIANCE, INDEMNITY AND DISCLAIMER

2.1 Health, Safety and Licensing

Stallholders are expected to comply with all relevant legislation in respect of Trading Standards, Consumer Protection, Food Safety, Health and Safety and requirements of the **[Your Local Council Name Here]** County Council Health, Safety and Environmental Health teams. Stalls will be inspected during the market and those deemed to not comply with good practice and general safety requirements will not be permitted to trade. Alcohol is not permitted to be sold on the premises by any stallholder.

2.2 Risk Assessment

All stallholders are required to have carried out a thorough assessment of the potential risks associated with their product and may be required to submit a written copy of this upon request, if necessary.

2.3 Insurance

It is anticipated that all stallholders hold Public Liability Insurance, evidence of which may be required on the event night. If stallholders do not have valid insurance covering the duration of the market, they will accept full responsibility and liability for all aspects covered by such insurance.

2.4 Indemnity

In signing the terms and conditions, approved stallholders shall indemnify the **[Your Church Name Here]** and all event staff/volunteers from and against actions, costs, losses (including legal fees), claims or demands in respect of any accident, damage, death or injury to any person or property arising directly or indirectly from the stallholders use of the building. Stall space fees are non-returnable (see below - Cancellations).

 Continued…….



Stallholder Terms & Conditions

Continued...

2.5 Disclaimer

To the maximum extent permitted in law, you agree that the **[Your Church Name Here]** is not responsible for any financial losses, or for any loss or damage to your equipment, goods or personal belongings and for any personal injury to you or any part or person connected with you.

2.6 Data

By signing the terms and conditions, you give permission for your company contact details to be stored on an electronic storage and retrieval system, which will be created for the exclusive use of those involved in the organisation of the **[Your Church Name Here]** Christmas Market. This will not be used by any third party without prior consent.

3. STALLHOLDER CONDUCT

Stallholders shall co-operate and comply with all reasonable requests and all other rules and regulations that may be advised from time to time by the Event Organisers and staff/volunteers. Rude or aggressive behaviour on site will not be tolerated by the event organisers and you may be asked to leave site.

4. FINANCE AND PAYMENT

4.1 All stallholder fee payments are non-refundable.

4.2 Any late payments or payments not received as per the payment schedule may result in your pitch being reassigned to another stallholder.

5. CANCELLATIONS

5.1 The event organisers reserve the right to delay, cancel, shorten or terminate the **[Your Church Name Here]** Christmas Market without notice in the event of adverse weather conditions, emergency situations or for any other reason beyond reasonable control. Stallholders will be informed by email of any such decision or verbally if on site in the event of an incident. In this event fees are non-refundable.

5.2 The event organisers further reserve the right to immediately terminate the right of any stallholder failing to comply with any of the terms and conditions, or any reasonable directions given by us as specified in clause 3 above.

5.3 No refunds or compensation of any sort will be paid to stallholders who fail to attend the **[Your Church Name Here]** Christmas Market or where we have exercised the right to delay, cancel, shorten or terminate the Market or where a stallholder has been instructed to cease trading due to non-compliance with any of the Terms and Conditions.

By filling in the “Complete & Return” Acceptance form, stall holders confirm that they will operate within the terms and conditions outlined in this document during participation at the **[Your Church Name Here]** Christmas Market **[Insert Year Here]**.