

CHRISTMAS LIGHT FESTIVAL 2017 - Stallholder Terms & Conditions

Event

1. The Christmas Market is a two-day event and is part of the Christmas Light Festival from Friday 17th to Sunday 19th November 2017.
2. Event opening times are as follows:
 - Friday 17th November – 12.00 to 22.00
 - Saturday 18th November - 10.00 to 20.00
 - Sunday 19th November - 10.00 to 16.00
3. Stall location is allocated in advance by the Stalls Manager. The Management reserves the right to reallocate stalls if necessary for operational reasons or if traders arrive late.
4. All stalls must be staffed and operational during event times. At no time will any trader be permitted to open late or close before the event closing time, without express permission of the Stalls Manager.

Fees

1. The stall fee is for the duration of the event,
2. The stall fee includes:
 - Your agreed stall structure (as per your application)
 - Appropriate lighting for the stall (market stalls only, not traders own structures)
 - Overnight security
 - Pre-event publicity
 - Supervision and management of Market Site
 - Street Trading License
 - Waste management and recycling services
 - On site First Aid services during set up, opening and dismantling times
 - Access to W.C facilities during opening times
3. The stall fee does not include:
 - Water supply
 - Stalls Fire Safety Equipment (see Fire Safety)
 - Stalls LPG Gas supply (if needed) (see Fire Safety)
 - Staffing to clear up your stall area during dismantling
 - Traders own Employer & Public Liability Insurance,
 - Product Liability Insurance, Loss, Fire & Theft Insurance (See Insurance)
 - Alcohol trading license (if permission for alcohol is agreed by Stalls Manager)
 - All other traders' equipment certifications, risk assessments & trading Health & Safety Policy Documents (see Health & Safety and Electrics)

Set-up & Break-down

Friday

1. Traders should arrive from 09.00hrs and no later than 10.30hrs to set up their pitch.
2. Traders will need to be setup and ready for inspection by the Event Safety Officer at 11.00hrs.
3. There will be no vehicle movement on site from 10.30hrs.
4. Stalls must remain trading up to, and not longer than 22.00hrs.
5. Vehicles will not be allowed to re-enter the site until the Event Manager deems it appropriate.

Saturday and Sunday

6. Traders should arrive from 07:00hrs and no later than 08:30hrs to set up their pitch.
7. Traders will need to be set up and ready for inspection an hour before trading is due to begin.
8. Stalls must remain trading up to, and not longer than 20.00hrs on Saturday 18th November.
9. The event officially ends at 16.00hrs on Sunday 19th November and stalls must remain trading up to, and not longer than this time.

10. Vehicles will not be allowed to re-enter the site until the Event Manager deems it appropriate.
11. All stalls and vehicles must be cleared by 22.00hrs Sunday 19th November.

Stalls

1. It is the responsibility of the trader to present their stall as attractively and festively as possible throughout the three-day event.
2. Using space beyond the front of a stall is subject to the Stalls Manager's discretion, and may be subject to change at any time.
3. Traders will be expected to manage queues to their own stall and ensure they do not endanger crowd safety.
4. No alterations or additions are to be made to the fixtures or fittings inside or outside the stall. The Trader must provide all extra tables, shelving, display cabinets etc. At the end of the event the Trader must remove all additional shelving and other fittings erected by the Trader.
5. Traders' own structures - traders providing their own structures must have been pre-agreed as part of the application process. Structures must appear as per photos submitted as part of the application and must be decorated and presented in an appropriate and festive manner.
6. Stall Sharing - It is possible to share a stall with another trader, the selection of which is your responsibility. An application should be made which will identify the primary contact person who will be nominated to receive all correspondence and payment requests, this nominated person will be liable for all activity associated with the stall.
7. Trading pitches are non-transferable.
8. No music can be played as part of your stall.
9. The Organiser reserves the right to object to anything in any way associated with a stall, which is not deemed appropriate, suitable or benefitting the appearance / ethos of Christmas Light Festival. The Trader shall comply immediately with any requests made by the Organiser in this regard.

Waste & Recycling

1. Traders are responsible for keeping their area tidy including frontage and prep area behind your stall. All rubbish should be placed in the appropriate recycling/composting bins provided. **Failure to clear your area will result in the forfeit of your environmental bond.**
2. Waste water must be put in containers and not poured on to the ground.
3. Traders are responsible for the removal and disposal of any waste oil from the site. **Failure to clear your area will result in the forfeit of your environmental bond (see Payment, Environmental Bond & Cancellation Policy).**
4. Water will NOT be available on site. Please bring your own if required.

Responsible & Ethical Trading

1. Oxford City is a fair-trade City and Christmas Light Festival partners are committed to encouraging all Traders to ensure that any products sold have been responsibly sourced. This includes gifts, food and drink. Applications from Traders able to offer this will be looked on favorably so please highlight this on your application form.
2. All plates, cups etc. must be biodegradable. **No plastic.**
3. No single sachets of sugar or sauces.

Parking

1. The Festival will recommend parking locations for Traders, however it is your own responsibility to ensure you are parked in an appropriate space. The traders' manager will be able to provide more information.
2. Trader parking is not available on site and under no circumstances can vehicles be kept by stalls.

Security

1. Whilst there will be overnight security at the Christmas Market, traders are advised to take out sufficient insurance to cover their goods and equipment for Loss, Damage, Fire and Theft.
2. The Event Management Team cannot be held responsible for any loss or damage to equipment left onsite.
3. Market Stalls: Traders are advised that whilst there will be overnight security the safety of their goods is not guaranteed and the management team require all Traders with Market Stalls to remove all goods overnight to ensure their safety.
4. Own Structure: Traders providing their own structures are responsible for securing them overnight as they see fit.

5. All products that are brought onto site are done so at the owners' risk and must be suitably insured. The event cannot accept responsibility for any loss or damage that may occur during the event.

Electrics

1. It is essential the Stalls Manager is fully aware of your electrical requirements prior to the event. Power will only be provided according to your specific requirements listed in your application.
2. The Traders shall be liable for meeting the costs of repairing any electrical faults caused at the event by the Traders use of electrical appliances. This cost will be taken from your deposit.
3. Traders are not permitted to bring generators on site. Please advise us of your power requirements in advance. All electrical equipment on site must have been tested and have a current PAT test certificate.
4. Please note the use of any heat producing electrical appliances such as fan heaters are prohibited.

Payment, Environmental Bond & Cancellation Policy

1. Once an application is approved the total amount owed will be payable.
2. The stalls application will not be confirmed and a place allocated for the trader until payment has been received.
3. **A refundable Environmental Bond of £100 (for hot food and drink stalls) must be paid by 29th September 2017.** This is to cover inappropriate waste disposal and any damage or additional work created should the stall and area surrounding the stall not be returned to its original condition.
4. **Failure to comply with these Terms and Conditions will also result in the loss of your Environmental Bond.**
5. The Environmental Bond will be refunded in full five working days after the end of the event, providing there are no charges to levy against the Bond.
6. Should the Stalls Manager decide that charges should be levied against the Environmental Bond; the trader will be informed in writing within five working days of the end of the event. Should the trader dispute this charge they should pursue talks initially with the Stalls manager. If the trader is unhappy with the result of these talks they may take the dispute to the City Events and International Links Officer at the City Council. The environmental bond will not be returned during these discussions.
7. The Event Manager reserves the right to change the dates of Christmas Light Festival or to cancel the Christmas Market if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, licensing restrictions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes.
8. Should the event be cancelled, all Traders will be refunded their pitch fees, and any additional fees paid in full. No payments will be made for additional costs incurred by the Traders including transport costs, loss of earnings and goods bought.

Cancellation

1. In the event that the Trader wishes to cancel their booking for a stall they must notify the Stalls Manager in writing.
2. Once paid, the deposit is non-refundable, the deposit being 50% of the overall pitch fee. The remaining balance of the pitch fee will be returned in full if written cancellation is received by 29th September 2017.
3. No money will be refunded for cancellations made on, or after 30th September 2017 with the exception of the Environmental bond which will be returned in full.

Health & Safety

1. Traders must comply with all current Health, Safety and Food and Drink Hygiene and Licensing requirements of the Event Management Team and Oxford City Council. Traders are not permitted to start trading until they have been signed off by the Event Safety Officer, following a Health & Safety Inspection, which will take place at 11.00hrs on Friday 17th November.
2. An emergency access route will be established into the main site, this must be kept clear of traffic and obstacles at all times.
3. All Traders will be required to provide the following copies of documentation upon application:
 - a. Certificate of Employers and Public Liability / Product Liability Insurance.
 - b. PAT testing and Gas Safety certificates.
 - c. Risk Assessments are required for all traders.

- d. Health and Safety Policy document (*required if you employ 5 or more people*).
4. Food traders are also required to provide the following copies on application:
 - a. Food hygiene certificates, and where appropriate HACCP (Hazard Analysis Critical Control Points) System.
 - b. Where food is being served, please provide Food Handling training certificates.
 - c. Public Liability Insurance to a minimum of £5 million.
 - d. Portable Gas appliance certificates issued within the last 12 months by a competent approved contractor for all Gas appliances.

Insurance

1. All traders must provide proof of Employers and Public Liability Insurance to a minimum of £2 million (general stalls) or £5 million (food and drink traders and fairground operators).
2. Likewise, traders are responsible for ensuring contractors delivering to, or working at their stall are suitably insured.
3. Traders are advised to ensure they have sufficient Insurance to cover their goods and equipment for Loss, Damage, Fire and Theft.

Fire Safety

1. Open fires and naked flames are not permitted within the market site – therefore items such as candles will not be allowed to be lit whilst on display.
2. No Trader will be allowed to smoke within the market stall or within 2 meters of the stall structure.
3. No generators are allowed on site, as previously mentioned.
4. Please ensure that you have adequate exit points in the event of a fire. We also ask that where appropriate, you have fire safety equipment (fire blankets, H₂O and CO₂ fire extinguishers) - to the satisfaction of the Event Safety Officer, and that it has been tested in the last 12 months.
5. All your staff should be trained in the event of a fire (i.e. where to meet and how to raise an alarm), and all structures and drapes must be durable flame-proofed.
6. Fire points will be established which will be identified to you during your H&S sign off. You will also be given a briefing document that includes information on emergency procedures and contact details.
7. Traders are only permitted to bring one spare container of bottled gas (LPG) on site and shall be of a fixed type installation stored outside any stall or vehicle, and be secured in an upright position. All gas containers used must be kept outside any structure and secured to stakes or other to ensure they cannot fall over.
8. Traders should speak to the Stalls Manger if they envisage any problems or require further clarification with this.
9. Traders are required to keep both the 5-metre area in front of their stalls as well as the area behind their market stall tidy and free of rubbish.
10. Traders are asked that they comply with the terms of the local authorities' license conditions and to cooperate with their officials, and the Event Management personnel.

Evaluation

All stallholders will be required to complete a brief feedback form after the event so the organisers can gather evidence of the economic impact of the market. This information will help to improve the event and enable it to return in future years.

Disclaimer

Liability disclaimer: Christmas Light Festival, their servants or agents will not be responsible for any accident, loss or damage however caused, that may occur to any trader, his/her servants or agents, or his/her property brought onto the event site, or whilst entering or leaving the site. Please ensure all Traders and helpers are vigilant.

Christmas Light Festival is not responsible for effects on the level of trade caused by weather or any other unforeseen circumstances.

Sign: _____ Print: _____ Date: _____

By trading at Christmas Light Festival you agree to abide by these terms and conditions.

Failure to do so could risk your stall being closed with no refund given.