

DURHAM CHRISTMAS FESTIVAL 2017
EVENT TRADING TERMS and CONDITIONS

1. **Stall allocation – traders will be shown to their allotted stall area on arrival. The area used by the trader must not be exceeded in width or depth from that agreed in the ‘offer of a space’ document. Aisles must NOT be obstructed.**
2. **Traders are ONLY allowed to use their own stall within their allotted area if such has been previously agreed in writing with the event organiser.**
3. **Traders must be set up and ready for trading each morning by the time notified to them by the event organiser as the start of trading for that day.**
4. **Traders may only start to dismantle their stalls after the time notified to them by the event organiser.**
5. **All bookings are accepted on the understanding that traders operate solely at their own risk. Where overnight security is in operation, the event organiser shall not be liable for any loss or damage to persons or property which traders may sustain, save where death, injury, damage or loss arises from the negligence of the event organiser, its employees, servants or agents.**
6. **Any damage or mess caused by any trader, their employees, servants, agents or any other person under their direction to the venue or its fixtures and fittings shall be immediately made good at that trader’s expense.**
7. **All traders shall indemnify the event organiser against all liabilities, action costs, claims and compensation for injury or loss to any person or damage to or loss of any property arising as a result of their trading at the event or of any act, omission or negligence done or omitted by the trader, their employees, servants, agents or any other person under their direction, save where death, injury, damage or loss arises from the negligence of the event organiser, its employees, servants or agents.**
8. **Electrical equipment – any electrical equipment used by a trader MUST have a valid PAT certificate.**
9. **All traders must comply with the Health and Safety at Work etc Act 1974 and all and any regulations made thereunder.**
10. **In addition, all traders selling foodstuffs, or involved in the preparation, storage and handling of food intended for sale, must comply with current food hygiene and health and safety regulations, and further must provide evidence of their registration with their home local authority for the sale of foodstuffs along with their Food Hygiene rating, unless exempt.**
11. **Each trader must hold a valid insurance policy for public and products liability for claims up to **£5,000,000** each and produce to the event organiser a copy of such together with their completed acceptance of offer letter.**
12. **Payment – a non returnable deposit of 30% must accompany the completed acceptance of offer letter and the full balance is due to be paid on or before **14th October 2017**. If a trader cancels before this date then the deposit is non-refundable but any balance which has already been paid over and above that amount will be refunded. There will be NO refunds made in respect of any cancellations made after 14th October 2017.**

- 13. Traders shall promptly comply with all directions of the event organiser and its staff, and traders and their employees shall refrain from abusive or unseemly language or conduct and extend normal courtesy to customers and other traders.**
- 14. In the event of any abandonment, postponement or limitation of the event, or the need to relocate a stall position, or of any of the services provided thereat, resulting from unforeseen circumstances, circumstances beyond the control of the event organiser or an intervention by an outside authority or found necessary by the event organiser, traders shall have no claim against the event organiser in respect of any resulting loss, whether pecuniary or otherwise, or any damage and the trader's liability under these conditions shall not be reduced.**
- 15. The event organiser reserves the right to cancel the event at its discretion at any time before the event in which case all payments made by traders shall be refunded in full, such refund being the limit of the event organiser's liability to traders in such a situation.**
- 16. The event organiser reserves the right to alter the venue of the event and will not be liable to make payment of compensation and traders shall not be entitled to withdraw from their contracts.**
- 17. Traders must not do nor permit to be done at the event anything which shall in any way be a nuisance or which, in the opinion of the event organiser, is contrary either to public good taste or the character of the event; nor sell or display goods or services which have not been stipulated on the booking form and agreed by the event organiser; nor organise any form of betting or gambling other than games of pure chance such as a tombola, all of which games must be agreed with the event organiser in advance.**
- 18. Traders are responsible for the removal of all their rubbish from site at the end of the event. Skip facilities will be available on site for the duration of the event – all cardboard MUST be flattened to maximise the available space for rubbish**
- 19. Completion and submission of a booking application form will signify that these conditions have been read, understood and accepted.**
- 20. Traders in the main marquees MUST dress up in Christmas/Victorian fancy dress on the Saturday and Sunday of the Festival weekend. Failure to do so may result in not being allowed to return the following year.**