

# **Terms & Conditions for The Bishop's Palace Markets**

## **Preparing for the event**

### **1. Payment**

- 1.1. All pitch fees to be paid prior to the event, as per payment terms.

### **2. Refunds & Cancellations**

- 2.1. Payments are non-refundable.
- 2.2. Events operate in all weathers and will operate on the designated market day unless extreme weather or other disruptions that are beyond The Bishop's Palace's control compel The Bishop's Palace to close the market for the safety of traders and the public. In such case, all stallholders will be notified via text and email (where contact details have been provided).
- 2.3. If The Bishop's Palace has to cancel the market, full refunds will be provided to all stallholders.

### **3. Public Liability Insurance**

- 3.1. Stallholders must have public liability insurance cover of £2 million. Evidence of this must be provided to The Bishop's Palace ahead of the event.
- 3.2. Stallholders that require additional licences to comply with regulations (e.g. sale of alcohol, food etc.) must supply these to The Bishop's Palace ahead of the event.

### **4. Allocation & Provision of Pitch**

- 4.1. Stall location is at the absolute discretion of The Bishop's Palace.

## **Attending the event**

### **5. Site Use and Presentation**

- 5.1. Stallholders must operate within the boundaries of the stall site that has been allocated to them and avoid encroachment into neighbouring trader pitch space.
- 5.2. The presentation of stalls must be of a professional standard.
- 5.3. Traders supplying their own infrastructure must ensure that it is good quality and weighted appropriately.
- 5.4. To reduce the risk of tripping accidents, stallholders must keep their stall site and the immediate vicinity clear of anything that might obstruct pedestrian traffic and cause tripping accidents.
- 5.5. Stallholders must ensure that their stall sites are free of any sharp corners or dangerous projections that might injure customers particularly of hard materials such as timber, metal or glass.
- 5.6. Battery-operated electrical items can be used to enhance the appeal of a stall.
- 5.7. Should a power supply be required, a request must be submitted in good time of the event. The Bishop's Palace cannot ensure that the request will always be met. All electrical items brought onto site must be PAT.

### **6. Setting Up, Closing Down, Loading & Unloading**

- 6.1. Stallholders must set up, close down, load and unload within the specified times and guidelines given for each event.
- 6.2. Before vacating their stall site, stallholders must remove all rubbish and leave the stall site in the same condition that it was in before they set up their stall for the day.

### **7. Organiser's Directions**

- 7.1. Stallholders must comply with all directions given to them by The Bishop's Palace.
- 7.2. Stallholders must treat The Bishop's Palace staff, other stallholders and members of the public with courtesy and respect at all times. Any unacceptable behaviour including, but not limited to, aggression, abusive language or refusal to comply with a reasonable direction will be treated as a breach of a condition of these regulations. Such a breach is likely to result in that stallholder being required to leave the markets immediately and being banned from trading at any future markets.

### **8. Maintaining Event Safety (All Stallholders)**

- 8.1. Stallholders must report promptly to The Bishop's Palace any security problems including, but not limited to, robberies, shoplifting, pickpocketing, unusual packages or the need to forcibly remove drunken or belligerent customers from the events.
- 8.2. Any stallholder using equipment or practices that could endanger the health & safety of any persons will be asked to leave the event.
- 8.3. Stallholders must appreciate that events take place in public areas. When travelling around the market site in a vehicle consideration should be given for the safety of others.
- 8.4. Smoking is not permitted onsite.

### **Additional Warranties & Liabilities**

#### **9. Stallholder's Warranties and Representations**

- 9.1. Food stallholders must rely on their own public liability insurance to include cover for claims arising from the sale of hot food or from food contamination.
- 9.2. In the storage, preparation, cooking and service of food, food stallholders must comply strictly with all legal requirements and/or the recognised best practice standards including, but not limited to:
  - 9.2.1. Holding a valid Food Hygiene Certificate and also be registered and inspected (or pending) by their local Environmental Health Office.
  - 9.2.2. All sales of alcohol must be made in accordance with Challenge 25 guidelines.
  - 9.2.3. Goods must be marked and priced according to legal requirements. Contact your local Trading Standards office for more information.

#### **10. Stallholder's Warranties and Representations**

- 10.1. The stallholder acknowledges and agrees that, by attending as a stallholder at a Market organised by The Bishop's Palace, the stallholder makes the following warranties and representations:
  - 10.1.1. That the statements made on the booking form are true, accurate and complete;
  - 10.1.2. That the stallholder has carefully read these regulations and agrees to be bound by their terms and conditions;
  - 10.1.3. That the stallholder has the full legal and beneficial ownership of the goods that they offer for sale and that their ownership is free of any encumbrances;
  - 10.1.4. That the stallholder will not engage in any false or misleading conduct including, but not limited to, selling counterfeit goods or mislabelling goods;
  - 10.1.5. That the stallholder has the necessary licenses, practicing certificates or permission to sell the goods that they offer for sale.

#### **11. Exclusion of The Bishop's Palace's Liability**

- 11.1. The stallholder acknowledges and agrees that The Bishop's Palace has not given any warranties or made any representations relating to the stallholder's occupation or use of a stall site at events other than as are specifically set out in these regulations. This includes, but is not limited to, any warranties or representations relating to:
  - 11.1.1. The stallholder's likely sales or profits;
  - 11.1.2. The benefits of the location of any particular stall site;
  - 11.1.3. The number of potential customers that are likely to visit the markets;
  - 11.1.4. The services and facilities that are available to the stallholder other than as are expressly set out in these regulations;
  - 11.1.5. The extent to which The Bishop's Palace has carried out marketing or advertising to attract customers to the markets;
  - 11.1.6. The suitability of the markets for any particular purpose;

#### **12. Claims against The Bishop's Palace**

- 12.1. The stallholder acknowledges and agrees that The Bishop's Palace is not liable for any claims arising from:
  - 12.1.1. Damage to the goods or other property of the stallholder;
  - 12.1.2. Theft of the goods or other property of the stallholder;
  - 12.1.3. Injury, loss or damage suffered by any person at The Bishop's Palace events;
  - 12.1.4. Damage to or the theft of the property of any person at the markets.