



EXETER
CATHEDRAL
CHRISTMAS
MARKET

Exeter Cathedral Christmas Market

Saturday 16th November - Thursday 19th December

2019

Terms and Conditions



www.exeter-cathedral.org.uk

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions (**Terms and Conditions**).

Applicant: a person or business applying for Space at the Event;

Bond: the bond of £250 paid by the Exhibitor prior to the Event in accordance with clause 16;

Chalet: the chalet or other structure allocated to the Exhibitor by the Organiser for use during the Event;

Closing Time: means the closing time for trading at the Event, being:

- Monday – Wednesday: 10.00-19.00 (Bars until 19.15)
- Thursday – Saturday: 10.00-21.00 (Bars until 21.15)
- Sunday: 11.00-17.00

Space: that part of the Event Site allocated to the Exhibitor by the Organiser for use during the Event;

Charges: the sums payable for the Space and the attendance at the Event including any sums payable for services supplied to the Exhibitor by the Organiser prior to, during or after the Event

Deposit: the sum specified in the payment Schedule;

ECEL: Exeter Cathedral Enterprises Limited, hereafter known as ECEL, a company registered in England under number 01868645 whose registered office is at 1 The Cloisters, Exeter, Devon, EX1 1HS;

Event: Exeter Cathedral Christmas Market organised or managed by ECEL;

Event Site: means that part of the Exeter Cathedral Green, Cloister Gardens, Cathedral Close and such parts of the grounds of Exeter Cathedral where the Event is to take place;

Opening Time: means the opening time for trading at the Event, being each day;

- Monday – Wednesday: 10.00-19.00 (Bars until 19.15)
- Thursday – Saturday: 10.00-21.00 (Bars until 21.15)
- Sunday: 11.00-17.00

Organiser's Equipment: all tables, chairs, heaters, chalets, marquees, tents, buildings, other constructions, materials, stores, equipment, plant or machinery belonging to, or under the control of, the organiser that are made available to the Exhibitor to be used in connection with the Event;

Exhibitor: the person named on the Application Form allocated Space at the Event by ECEL;

Stand: the table, booth, chalet, stall, tent, building, or other construction provided by the Organiser or Exhibitor for use by the Exhibitor during the Event;

Trading Name: the name to be used for the Exhibitor at the Event as provided on the Application Form;

VAT: value added tax chargeable under English law for the time being and any similar additional tax;

- 1.2 Clause and paragraph headings are for reference only and shall not affect the interpretation of this agreement.
- 1.3 The Application Form and the information contained in the General Information Document form part of this agreement.

EXHIBITOR APPLICATIONS

2 APPLICATIONS

- 2.1 By signing the Application Form the Exhibitor warrants and represents that the information supplied on the Application Form is true and accurate. Any errors or omissions may (at the absolute discretion of ECEL) result in an offer being withdrawn.
- 2.2 It is the responsibility of the Applicant to inform ECEL of any changes in the information provided on the Application Form.
- 2.3 ECEL will not be held responsible for any correspondence which does not reach the Exhibitor due to a change of contact details or any other change in the information provided on the Application Form.
- 2.4 Completed Application Forms must be returned to ECEL at the registered Cathedral Office by the 5th June 2019 together with all required supporting documents and forms and a cheque for the Deposit.
- 2.5 Application Forms must be filled in clearly. Any illegible forms will not be processed.
- 2.6 All Applicants must read these Terms and Conditions prior to filing their application and are deemed to have accepted them on submission of an application to ECEL.
- 2.7 If two or more Applicants wish to share a Chalet each Applicant must submit their own Application Form. Each Applicant in a joint application will be selected on their own merit for the entire application to be successful. If one Exhibitor in a joint application is not selected, the entire application will fail.
- 2.8 Chalets are non-transferrable and cannot be secured by or obtained from any party other than ECEL under any circumstances.

3 SELECTION

- 3.1 All Application Forms shall be put before a selection panel.
- 3.2 There is no guarantee that Exhibitors who have exhibited before will be offered Space at this year's Event, and the offer of Space this year will not guarantee Space at any future event.
- 3.3 The submission of an Application Form and cheque does not constitute an offer of a Space.
- 3.4 ECEL may grant or refuse any application for Space and shall allocate Space at its absolute discretion.
- 3.5 ECEL may (at its absolute discretion) cancel any Space or part of any Space at any time, including during the event, where the Exhibitor is in breach of any of these Terms and Conditions.

- 3.6 THE DECISION OF THE SELECTION PANEL SHALL BE FINAL AND BINDING. ECEL will not enter into any correspondence regarding any unsuccessful application.

4 OFFERS AND DECLINED APPLICATIONS

- 4.1 Successful Applicants will be emailed with an offer of a Space. ECEL cannot guarantee that it will be in the Applicant's preferred area and indicating a preferred Area on the Application Form does not give any Applicant any right to such preferred area.
- 4.2 Unsuccessful Applicants will be informed by email.
- 4.3 If an unsuccessful Applicant has not elected to go onto the Event waiting list, payment cheques will be destroyed.

5 OFFER ACCEPTANCE

- 5.1 To accept an offer, the Applicant must acknowledge the offer of a Space in writing (including by email as a reply to the offer emailed to you under clause 4.1) within ten working days of the offer being made. If ECEL does not receive a written acceptance from the Applicant by this date, the offer will be withdrawn.
- 5.2 On receipt of an acceptance from the Applicant, ECEL will bank your Deposit cheque. If, following acceptance, an Applicant is unable to take up their Space, refunds will only be made if ECEL is able to resell the Space in accordance with the provisions below:
- 5.2.1 Cancellation prior to 11 July 2019: 100% refund of money paid (minus deposit)
- 5.2.2 Cancellation between 11 July 2019 & 11th September: 50% refund of money paid (less the Deposit)
- 5.2.3 Cancellation after 11 September 2019: 25% refund of money paid (minus deposit)
- 5.2.4 Cancellation after 31 October 2019: full payment will be retained. No refund possible.

6 PAYMENT

- 6.1 Failure to adhere to the payment schedule set out in the General Information document will result in the re-allocation Space and an administration charge of £35 plus VAT (£42).
- 6.2 If the payment schedule is not adhered to, the following shall apply:
- 6.2.1 Default on 30th June 2019 payment: Space reallocated, Deposit retained by ECEL.
- 6.2.2 Default on 31st August 2019 payment: Space reallocated 50% refund of money paid, Deposit retained by ECEL.
- 6.2.3 Default on 31st October 2019 payment: Space reallocated, full payment will be retained by ECEL. No refund possible.
- 6.3 Payments made by credit card may have a surcharge.

7 CHALET ALLOCATION

- 7.1 ECEL shall use reasonable endeavours to meet Exhibitor's stated requirements.
- 7.2 Space allocation is at the discretion of ECEL. No allocation of Space or Chalets can be changed once allocated.
- 7.3 The submission of an Application and associated payment for a prime location or specific Space does not constitute an offer of a prime location or specific Chalet.
- 7.4 There is limited availability of these prime location Chalets and their allocation will be solely at the discretion of ECEL.
- 7.5 All prime location chalets are subject to a surcharge.
- 7.6 Please note that we reserve the right (at our sole discretion) on any day to direct that any Exhibitor occupy another chalet for any operational, organisational or health and safety reason, of in the event of an Exhibitor breaching these Terms and Conditions, or where information provided in the Application Form is materially incorrect.
- 7.7 ECEL will allocate chalets to maximize the best overall layout and appearance of the Event Site. Such decisions as to the layout and appearance of the Event shall be made by ECEL at their absolute discretion.
- 7.8 ECEL reserves the right, at our sole discretion, to change the layout plan of the Event Site as it deems necessary for any reason and without any prior notice and for the entire Event period or any part of it.

LEGAL COMPLIANCE, INDEMNITY & DISCLAIMER

8 WRITTEN COMMUNICATION

- 8.1 The principle means of communication between ECEL and the Exhibitor will be electronic.
- 8.2 Communications sent by the ECEL to the Exhibitor by email will be deemed received immediately upon sending.
- 8.3 ECEL will not be obliged to seek any acknowledgement of receipt in respect of such emails.
- 8.4 ECEL will not be liable for any delay or failure of delivery (for whatever reason) of any such email.
- 8.5 Communications sent to ECEL by email will be deemed received by us upon actual receipt by a system under our control.

9 INSURANCE

- 9.1 ECEL holds public liability insurance in respect of its own activities.
- 9.2 All Exhibitors must hold their own public liability insurance with minimum cover of £5,000,000 pounds.
- 9.3 Exhibitors must also have product liability insurance and, where appropriate, employers liability insurance covering the period 16 November to 19 December 2019 inclusive.

- 9.4 Exhibitors must supply copies of the insurance policies set out above to ECEL by the 31 October 2019
- 9.5 An Exhibitor shall not be entitled to access their Chalet or Space if they have not provided their insurance policies to ECEL in accordance with this clause 9.
- 10 **ENVIRONMENTAL HEALTH & TRADING STANDARDS**
- 10.1 Exhibitors must comply fully with relevant legislation in respect of Trading Standards, Consumer Protection, Food Safety, Health and Safety and requirements of the Environmental Health Departments of Exeter City Council and Devon County Council.
- 10.2 Chalets will be inspected during the Event and those which do not to comply with relevant regulations will be shut down.
- 10.3 All applications for catering Stands must provide details of registration with their local authority and be familiar with the information contained within the leaflet produced by the Institute of Environmental Health (**IOEH**) called IOEH National Guidance for Outdoor and Mobile Catering (as amended or replaced from time-to-time by the IOEH).
- 11 **EQUIPMENT**
- 11.1 Exhibitors are responsible for providing internal and external lighting for their Chalets. ECEL will provide external pea lights and emergency lighting only.
- 11.2 No fast strobing lights are permitted.
- 11.3 All electrical equipment, including new items, must be in good condition and have a current PAT certificate.
- 11.4 All gas equipment must be covered by an up-to-date gas certificate issued by a registered gas engineer (Gas Safety Register).
- 11.5 All certificates must be available for inspection by ECEL's health and safety officer at the Event. Failure to provide the relevant certificates will result in the equipment not being installed or being removed until it has been checked and certified by our contract staff at the Exhibitor's expense.
- 11.6 All gas bottles must be kept to a minimum and stored in a self-contained storage unit.
- 11.7 No heat producing appliances, such as fan heaters, are allowed unless provided by ECEL.
- 12 **ALCOHOL SALES**
- 12.1 All Exhibitors selling alcohol must sign ECEL's Alcohol Traders' Agreement (**ATA**).
- 12.2 No Exhibitor may Sell Alcohol under any premises license or temporary event notice unless they have signed the ATA.
- 12.3 All Exhibitors selling alcohol must display Challenge 21 posters
- 12.4 All Chalets selling alcohol must be overseen by a personal license holder.
- 13 **FIRE PRECAUTIONS**
- 13.1 Exhibitors selling items with a potentially high fire risk (including but not limited to any

product or equipment located on or around the Exhibitor's Stand which has a naked flame) must ensure that they produce a risk assessment with their application. Copies of the risk assessment must be available at the Event for the health and safety officer to inspect and Exhibitors must provide a suitable fire extinguisher for their Stand.

- 13.2 The use of propane gas, or paraffin heaters is not permitted on Stands unless pre-agreed with the ECEL.

14 **INDEMNITY**

Exhibitors shall indemnify and keep ECEL and the Dean and Chapter of Exeter Cathedral (and their respective employees and agents) indemnified from and against all actions, costs (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 Exhibitor's use of the Chalet or out of any breach of these Terms and Conditions.

15 **DISCLAIMER**

- 15.1 Nothing in this agreement shall limit or exclude ECEL's liability for:

15.1.1 death or personal injury caused by its negligence;

15.1.2 fraud or fraudulent misrepresentation; or

15.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

- 15.2 ECEL and the Dean and Chapter of Exeter Cathedral (and their respective employees and agents) shall have no responsibility or liability for any financial losses, or for any loss or damage to an Exhibitor's equipment, goods or personal belongings or those of any third party.

- 15.3 ECEL will not be held responsible for any theft of goods at the Event.

- 15.4 The Event is an outdoor event and may be affected by rain and natural weather conditions in general. ECEL shall accept no liability in respect of any losses or damage caused by:

15.4.1 the weather or any naturally occurring phenomenon; or

15.4.2 any act of God.

- 15.5 Under no circumstances shall ECEL and the Dean and Chapter of Exeter Cathedral be liable to the Exhibitor for any of the following whether in contract, tort (including negligence) or otherwise:

15.5.1 any indirect or consequential losses;

15.5.2 loss of revenue or anticipated revenue;

15.5.3 loss of savings or anticipated savings;

15.5.4 loss of business opportunity;

15.5.5 loss of profits or anticipated profits; or

15.5.6 any wasted expenditure.

16 **EXHIBITOR BOND**

16.1 A Bond of £250 must be paid by each Exhibitor prior to the Event.

16.2 This will be repaid to the Exhibitor in January 2020 unless retained due to:

16.2.1 any breach of these Terms and Conditions; or

16.2.2 failing to leave their Space in the same condition it was in at the start of the Event.

17 **EXHIBITOR CONDUCT**

17.1 All Exhibitors must attend the safety briefing session, details of which will be provided ahead of the set-up period.

17.2 All staff employed by Exhibitors must be made aware of the information contained in the welcome pack and given at the safety briefing.

17.3 Failure to comply with this poses a Health and Safety issue and may result in the forfeit of the Bond.

17.4 All Exhibitors must wear their identification badge at all times. These badges will be issued by ECEL before the start of the Event.

17.5 Exhibitors shall co-operate and comply with all reasonable requests and all other rules and regulations that may be advised from time to time by ECEL acting through the duty managers and stewards, as well as any security, emergency services and Exeter City Council officers and all other official organisations on site.

17.6 Exhibitors shall not make any alterations or additions to any Chalet without the prior consent of ECEL.

17.7 No building out or alterations to the external structure of Chalets is permitted in any circumstances.

17.8 No external extensions to the roofs are allowed. No adornments will be allowed on any roofs without our prior consent.

17.9 All shelving, extra tables, and display cabinets must be provided by the Exhibitors. Should an Exhibitor need to attach screws or nails to the Chalet structure, then this is only permitted on the upright frame, and not the horizontal slats of the Chalet.

17.10 Anything attached to the Chalets, including all pins, nails and screws must be removed by the Exhibitor before leaving the Event Site. Failure to comply with the above will result in the forfeit of the Bond.

17.11 Exhibitors must not overload their Chalet doors with display units as these cause the Chalet doors to drop. Exhibitors will be charged for all remedial work required on the Chalet doors and any damage found to be caused by the Exhibitors. Repeated callouts for repairs to damage caused by Exhibitors will result in the forfeit of the Bond.

17.12 Exhibitors must not place or hang goods beyond the boundaries of the Chalet without prior agreement of the organisers.

- 17.13 Chalets must be occupied by no later than the Opening Time on each day of the Event and remain open until the Closing Time. Repeated failure to comply with the prescribed opening/closing times by an Exhibitor will result in the loss of their Bond.
- 17.14 Exhibitors must ensure they hold enough stock to trade for the full duration of their agreed trading period.
- 17.15 Exhibitors are not allowed to use any public address systems, or other practices which may cause annoyance to other Exhibitors and customers.
- 17.16 No Exhibitor will be allowed to play music in or around their Chalet.
- 17.17 Exhibitors are only permitted to sell merchandise on their Chalet as listed on their Application Form and which has been approved by ECEL. Exhibitors will be required to remove any undeclared items.
- 17.18 No animals or pets are allowed on site and any animals brought onto site by an Exhibitor (or any employee or agent of an Exhibitor) will be removed at the expense of that Exhibitor.
- 17.19 Exhibitors are not permitted to make any video recordings or broadcast of the event without prior agreement with ECEL.
- 17.20 Exhibitors must refrain from smoking anywhere within the Event Site. Exhibitors (or their employees or agents) who are found smoking within the Event Site will forfeit their Bond cheque and may be removed from the site.
- 17.21 Exhibitors must return all required documents that pertain to setting up to ECEL by 31 October 2019. Failure to adhere to this may result in a delay in issuing Chalet keys, and no allocation for power.
- 17.22 Exhibitors must ensure that all persons working in their Space are lawfully entitled to work for the Exhibitor in England and where a person is not a UK citizen, have all visas, permits or other authorisations as required.
- 17.23 ECEL reserves the right to expel any person from the Event Site where ECEL in its absolute discretion believes that their conduct or presence may be prejudicial to the operation of the Event, or the enjoyment of the Event by other Exhibitors or visitors. ECEL does not accept any liability for loss of trading in the event that a person is removed from site.
- 17.24 No demonstration of exhibits may take place in a nature likely to cause obstruction in any gangway, footpath, and walkways or interfere with the business of other Exhibitors. Any such activity must be stopped at the direction of ECEL.
- 17.25 Exhibitors are responsible at all times for the condition of equipment hired/loaned from ECEL and or Contractors. ECEL and or Contractors will require immediate compensation for any loss or damage.
- 17.26 Exhibitors must vacate their Chalet by 08.00 on the day following the final day of trading of the Event. Exhibitors will be liable to pay for a full day's Chalet rental for any day or part day goods are not removed. If any goods have not been removed one day after the close of the Event ECEL will dispose of such goods and the Exhibitor will be liable for any associated costs.

18 **USE OF THE SITE**

18.1 All food containers, packaging, plates and cutlery etc. should be constructed of biodegradable materials such as paper and wood. Drinks containers should be recyclable; recyclable plastic is preferable to biodegradable plastic.

18.2 **Vehicles:**

18.2.1 All vehicles brought on site must display a permit in their windscreen which will be issued by ECEL.

18.2.2 There will be no permitted vehicle movement on site half an hour before the Opening Time and for up to half an hour after the Closing Time.

18.2.3 After the Opening Time, there can be no vehicle movement in the Event Site.

18.2.4 No authorised vehicles will be permitted to remain anywhere within the Cathedral close including: Cathedral Yard.

18.2.5 Premier Parking on behalf of ECEL may issue a parking fine to any vehicle contravening the above conditions.

18.2.6 Premier Parking on behalf of ECEL reserves the right to remove, forcibly if necessary, any unauthorised or illegally parked vehicles or those causing an obstruction.

18.2.7 There is no space for refrigerated vehicles or other storage on site

18.3 **Waste disposal:**

18.3.1 Exhibitors are expected to keep their Chalet and surrounding areas as clean as possible throughout the Event.

18.3.2 Facilities for general and recycling waste will be provided by ECEL.

18.3.3 All boxes must be collapsed when disposed of.

18.3.4 ECEL may retain the Bond of any Exhibitor who do not use the general waste and recycling facilities or who fail to comply with any waste disposal requirements.

18.3.5 Cardboard boxes must not be stored either beside or behind any Chalets.

18.3.6 No waste of any sort is to be disposed of in any outdoor drains or culverts, any trader found disposing of waste in this way will be subject to an immediate fine of £500 plus VAT which must be paid before they will be permitted to continue trading at the Event.

18.4 **Electricity:**

18.4.1 Electricity supply is included in your Chalet rental.

18.4.2 If an electric fault is caused by an Exhibitor's faulty equipment or by exceeding the power supply allocated, the costs incurred by ECEL to carry out any remedial work will be passed onto the Exhibitor.

18.4.3 The maximum Power Allocation for Chalets will be as follows:

18.4.3.1 Standard Retail Chalets: 6 Amps

18.4.3.2 Large Retail Chalets: 16 Amps or 3,680 kW

18.4.3.3 Small catering chalet: 8 Amps or 1,840 kW

18.4.3.4 Large catering Chalet will be: 16 Amps or 3,680 kW.

18.4.4 All electrical equipment used on site at the Event Site must have a valid PAT certificate. This includes all used and new items.

18.4.5 Exhibitors are responsible for providing their own lighting for their Chalets.

18.5 **Liquefied Petroleum Gas (LPG):**

18.5.1 Gas appliances must be fitted and tested by a competent person and certificate required LPG cylinders should be in a fire-resisting lockable compartment (with ½ hour fire resistance).

18.5.2 Compartments must have adequate ventilation at high and low levels Cylinders should be fitted with automatic cut-off valves and be protected from tampering.

18.5.3 All cylinders must be kept away from heat and ignition sources.

18.5.4 All pipes and fittings must be as short as possible with appropriate crimp or compression fittings (not slip-on fittings).

18.5.5 All pipes must be protected from abrasion or mechanical damage (armoured if subject to temperatures over 50°C).

18.5.6 All pipes must be renewed every two years.

18.5.7 All gas appliances must be fitted with a flame failure device and be adequately ventilated.

18.5.8 All fryers must be fitted with an automatic high temperature-limiting device (operates at a fat temperature of 250°C or lower).

18.5.9 Suitable signs indicating "Caution – LPG" and "Highly Flammable" must be displayed.

18.6 **Security:**

18.6.1 There will be overnight security on the Event Site. However, Exhibitors who choose to leave any products or equipment in their Space or Chalet overnight do so entirely at their own risk. ECEL accepts no liability for any products or equipment left at the Event Site outside of trading hours.

19 **USE OF DATA**

19.1 Exhibitors give permission to ECEL to store their contact details on an electronic storage and retrieval system which will be created for the exclusive use of those involved in the organisation of the Event. It will not be used by any third party without prior consent of

the Exhibitor.

19.2 Exhibitors give permission for their contact details and product description, as indicated on the Application Form above, to be published on our website and in the Christmas Event Guide.

19.3 ECEL may release the name and business address of an Exhibitor to any person complaining about any service or products supplied by that Exhibitor.

20 **CANCELLATIONS**

20.1 ECEL reserve the right to delay, cancel or terminate the Event without notice in the event of adverse weather conditions, emergency situations or any other reason beyond our reasonable control including the death of the monarch.

20.2 ECEL reserve the right to immediately terminate the right to trade of any Exhibitor failing to comply with any of these Terms and Conditions or comply with any reasonable directions given by ECEL.

20.3 No refunds or compensation of any sort shall be paid to Exhibitors if:

20.3.1 they fail to attend the Event; or

20.3.2 we have exercised the right to delay, cancel or terminate the Event; or

20.3.3 where an Exhibitor has been instructed to cease trading due to non-compliance with any of these Terms and Conditions.