

Newcastle's Christmas Market 2024

Trader Terms and Conditions

Ensure you have read and understood the following before completing your application. These Terms and Conditions are for everyone's benefit, welfare, and to ensure that the event is enjoyable, safe, and successful.

1. General

- 1.1. The submission of an application implies acceptance of these terms and conditions and any addition, variation, or amendment as is reasonably required.
- 1.2. All applications for stalls must be submitted via our online form.
- 1.3. "Organiser" means *Newcastle City Council*, its employees, contractors, and agents.
- 1.4. The "Event" means the Christmas Market which will operate between **Saturday 16 November 2024** and **Sunday 22 December 2024**.
- 1.5. "Stallholder" or "Trader" or "You" or "Your" means any person or organisation allocated a space to trade at the Event including any employee, worker, or representative of that Stallholder or Trader.
- 1.6. Stall applications are not completed until written confirmation has been received from the Organiser. This will only be possible if deposit payment has been made, a copy of your Public Liability Insurance provided, and a risk assessment completed. For food traders the Organiser must have received your food hygiene certification and food hygiene rating before your application can be approved.
- 1.7. Applications must list each item you plan to sell. You do not have permission to sell anything that is not listed in your application. The Organiser has the right to ask you to remove items prior to coming on site and anything not listed in the application will have to be removed from the stall.

- 1.8. To avoid conflicts of interests between Traders the Organiser may ask you to remove some items and limit items that you sell.
- 1.9. If you breach any of these terms and conditions, the Organiser reserves the right to remove a Stallholder or Trader and any of their possessions from the Event without compensation or refund of the application fee.
- 1.10. You may not make any changes to these terms and conditions without the prior written consent of the Council.
- 1.11. The Council may vary these terms and conditions from time to time on giving the Trader at least seven days' notice in writing provided that any variation required by law will be effective immediately.

2. Market Hours

- 2.1. The Market will be open to the public for trade between 10am to 8pm Monday to Saturday and 10am to 5pm on Sunday (Trading Hours).
- 2.2. The Organiser reserves the right to alter the Trading Hours without advance notice to Stallholders, visitors, and other persons.
- 2.3. Stallholders must be set up by 9:30am. Vehicles must be off site by 9:30am and will not be allowed access to the site until 8pm Monday to Saturday and 5pm Sunday. Traders must comply with the specified driving restrictions and instructions which will be provided to them by the Organiser.
- 2.4. Stalls must be open during all Trading Hours. Any stalls that are closed during Trading Hours without the prior consent of the Organiser may be asked to leave the Event and will not be given a refund of the application fee.
- 2.5. Stallholders may begin packing up from 8pm Monday to Saturday and from 5pm on Sunday. Stallholders may leave the Event from 8pm Monday to Saturday and from 5pm on Sunday. Any Stallholder who leaves the Event before these times will be in breach of these Terms and Conditions and will be asked to leave the Event permanently without a refund of the application fee.
- 2.6. You must make your own arrangements for parking in the city centre.

3. Postponement or Abandonment of Market

- 3.1. In the event of market closure for any reason and for any duration of time application fees will not be refunded and the Organiser will not be responsible for any costs incurred by You or any third parties that result from the closure of the Event.

4. Market Layout

- 4.1. All stalls shall be those provided by the Organiser unless You have booked a bespoke size with the prior agreement of the Organiser.
- 4.2. Stallholders must confine their goods to the stall spaces allocated to them. No alterations or additional displays that extend beyond the allocated space are permitted without prior consent of the Organiser.
- 4.3. A specific unloading area and stewards will be available to direct you to your stall on the first day of set up, Friday 15 November 2024.
- 4.4. Stallholders must display their trading name and contact details clearly on their stall.
- 4.5. You are required by Trading Standards to display your trading name and prices clearly on your stall.
- 4.6. No lighting system will be used for stalls, other than that supplied by the Organiser.
- 4.7. No specific pitch is guaranteed. The Organiser will try their best to assist with any requests for pitch location, but the Organiser's decision is final.

5. Sale of Food and Drink

- 5.1. Only Traders that have a booked and confirmed unit or units for the sale of food or drink to be consumed at the event can provide this service. All other food and drink sold at the Event must be in closed containers and consumed offsite.

- 5.2. All Traders selling alcohol will operate under the Organiser's existing premises license however Traders must appoint a fully licensed Duty Premises Supervisor
- 5.3. Stallholders who sell food are responsible for ensuring that they comply with the Food Safety Act 1990 and must provide the Organiser with proof of their Food Hygiene Rating. All stallholders selling food must have a Food Hygiene Rating of four or above, at the time of booking.
- 5.4. Any stall holders using Liquid Petroleum Gas (LPG) must provide Gas Safety certification of recent inspection and a full risk assessment. The Stallholder must secure LPG units in a suitable cage or box to ensure no access from the public. Stallholders will be charged for Gas Safety Engineer checks which will be undertaken by the Organiser.
- 5.5. There can be NO SMOKING, VAPING, and NO DOGS allowed on or near stalls selling food.
- 5.6. All Stallholders preparing food on their stall for immediate consumption must supply appropriate fire extinguishers and fire blankets with valid dates.
- 5.7. All Stallholders preparing food on their stall must provide a bin immediately outside their stall for the disposal of generated waste. This will be regularly cleaned by the Organiser and removed for collection.
- 5.8. All Stallholders are responsible for generated waste from their stall and must ensure that the area around their stall is always kept free of any generated waste.
- 5.9. It is an offence under Sections 33(1)(a) and 33(6) of the Environmental Protection Act 1990, as amended, to deposit waste, or knowingly cause or knowingly permit a deposit of waste, onto land that is not permitted for that purpose. This includes the "tipping or dumping" of any waste by traders.
- 5.10. The Clean Neighbourhoods and Environment Act 2005 contains several provisions relating to fly-tipping, including increasing the penalty on conviction to a maximum fine of £50,000 and up to five years imprisonment. Those convicted of fly-tipping offences can now be made to pay the costs

of enforcement and investigation, as well as the clear-up costs. It is our policy to prosecute offenders.

- 5.11. No glass is to be used for sale of any beverage intended to be consumed at the Event. Preference will be given to applications that use sustainable suppliers and food sources.
- 5.12. All food and drink is to be served in recyclable containers and single use plastics such as cutlery or sauce sachets is not permitted.
- 5.13. Allergens must be clearly displayed on all food stalls. Any stalls selling ready to eat food must display menus including allergen information and have an allergen matrix as part of their safer food, better business assessment.
- 5.14. All food and drink Traders will require Public Liability Insurance cover to the value of £10million. You shall provide evidence of the insurance cover to the Organiser with your application for a stall. Any such certificate of insurance must be valid for the period specified in the application.
- 5.15. The Organiser will be inviting environmental health officers to the Event to undertake spot checks. Stallholders must allow officers into all areas of operation to inspect. Any Stallholder that refuses access to environmental health officers will be in breach of these Terms and Conditions and may be asked to leave the Event forthwith. Any Stallholder asked to leave the Event for refusing such an inspection will not have their application fees refunded and the Organiser will not be responsible for any costs incurred by Stallholders or any third parties that result from the Stallholder leaving the Event.
- 5.16. It is the responsibility of the Stallholder to ensure that all staff look clean and tidy while serving on stalls, anybody who does not may be asked to be removed from the stall.

6. Exclusive Rights

- 6.1. The granting of a Stall does not guarantee the Stallholder sole right of selling or promoting their commodity, but every effort will be made to offer variety and range.

- 6.2. Applications will be considered based on several criteria including but not limited to product offering, stall layout and design, valid paperwork, and previous experience.

7. Liability

- 7.1. Neither the Organiser nor their representatives will be liable or responsible for:
- 7.2. Any injury to the Stallholder or their employees, agents, guests or visitors or their property while within the confines of the space allocated to them.
- 7.3. Any damage, theft or loss however caused in respect of any exhibits, produce or other property in transit to or from the market or throughout the duration of the market period.
- 7.4. Anything that may happen to visitors, Stallholders, or their employees or to any stall or property brought to or used at the Event.
- 7.5. Any losses incurred due to the Event being cancelled in the event of severe weather, acts of God, third party or other circumstances outside the control of the Organiser.
- 7.6. It is the responsibility of the Stallholder to ensure all displays and products are secured overnight within Your stall. Any security provided by the Organiser during the Event is for the purposes of supervising the area covered by the Event and not for the monitoring of individual Stalls or Stallholder property.

8. Stall Management

- 8.1. The Stallholder will provide an adequate number of staff for the operation of the stall, ensure that any employees are over the age of 16, adequately trained, clean, civil, sober, and always well-presented. The Organiser may require the Stallholder to remove any staff that in the opinion of the Organiser does not meet these standards. The use of offensive or abusive or threatening language by the Stallholder or their staff will breach this clause.

- 8.2. Stallholders will display their products and conduct business only within their own designated space.
- 8.3. Stallholders are responsible for keeping their stall clean and the area immediately surrounding their stall clean and free from obstructions. Stallholders that do not ensure their area is kept clean and walkways clear will be asked to do so. Repeated failure by a Stallholder to keep their area clean and clear from obstruction will be a breach of these Terms and Conditions and You may be asked to leave the Event. Application fees will not be refunded, and the Organiser will not be responsible for any costs incurred by You or any third parties that result from the closure of the Event.
- 8.4. Amplified sound systems must not be operated from any stall within the Event without the written consent of the Organiser. The Organiser will provide festive music and performances across the Event.
- 8.5. Stallholders will be solely responsible for providing security for their own Stall. The Event will have security staff on hand to assist, but it is the Stallholder's responsibility to ensure Your unit and all stock is secured each evening.
- 8.6. At the end of the Event, Traders are responsible for the condition of their Stall. No nails, stickers or paint are to be applied to the Stall for the purposes of the Event. Stallholders must not move the Stall which must remain in the location they were placed. Stallholders are responsible for the removal of rubbish, drawing pins, staples, signs, and decorations from the Stall. Stallholders are responsible for the return of the Stall keys to the Organiser. Any reasonable costs incurred by the Organiser because of a breach of this clause will be charged to the Stallholder.

9. Damage to the Ground Surface

- 9.1. Any Stallholder causing damage to any part of the Event site, or any other area will be liable for the cost of remediation.

10. Distribution of Literature, Display Notices, and Banners

- 10.1. Stallholders are not permitted to roam around the Event site handing out literature or samples, conducting surveys or collecting donations. The

distribution of all literature shall be confined to the Stall area only. Displays, banners, leafleting, signage or any other style of displays are not permitted in the surrounding areas or on the Event site.

- 10.2. The stall name must be situated underneath the apex of the stall roof and must only state the stall name. No advertising banners, flags, or A boards are permitted on the exterior of the stalls.

11. Health and Safety

- 11.1. All Traders must comply with local fire, health, and safety regulations and with the directions of the Organiser.
- 11.2. All Stallholders are required to complete and submit a Risk Assessment to the Organisers (see our online template for guidance).
- 11.3. Under no circumstances are You to use petrol or diesel generators. All power will be provided by the organiser and charged appropriately.
- 11.4. Build of bespoke units must be detailed in the risk assessment and under Construction Design and Management regulations each Stallholder is responsible for the safety of their own area. If You are using lifting equipment please bring the correct equipment, certifications, hard hats, high vis, and barriers to contain Your work area.

12. Loading, Unloading, and Parking

- 12.1. Each Stallholder can bring only one vehicle into the Event site while unloading and loading unless agreed with the Organiser in advance. No vehicles can remain on the Event site once unloading is complete.
- 12.2. Vehicle movement times and instructions, as specified by the Organiser, must be strictly adhered to.
- 12.3. Any vehicle irregularly parked in the Event site or obstructing any exit must be moved immediately.
- 12.4. Stallholders must only arrive at the allocated time for set up and dismantle given to them by the Organiser.

13. Insurance

- 13.1. All Stallholders shall indemnify the Organiser against all claims, damage, loss, expenses, and costs whatsoever including but not limited to any explosion, fire and accident or injury to any person or property which arises as a result or in connection with the use of the stall.
- 13.2. All Stallholders must hold a minimum of £10 million Public Liability Insurance and provide proof to the Organisers that this will cover the dates of the Event. Bookings can only be accepted and confirmed once this documentation has been received.
- 13.3. Stallholders must ensure that they are adequately insured to cover against third-party public and product liability plus cancellation by the Organiser. The Organiser will not, under any circumstances, entertain any claim on behalf of any Stallholder.

14. Charity Stalls

- 14.1. Please contact christmas@newcastle.gov.uk for more information.

15. Assignment

- 15.1. This application is personal to the Stallholder and shall not be assigned, transferred, or apportioned. No more than one business entity may operate from a single stall without the written permission from the Organiser.

16. Use of Materials and Photographs for Promotion and Publication

- 16.1. By booking a stall, the Stallholder is agreeing to the use of photographs taken by the Organiser of the Stallholder, their stall, and their goods for promotion or other publication in relation to the Event. The Stallholder also agrees to the use of photographs, logos and other material provided by the Stallholder being used by the Organiser for promotional purposes of the Event.
- 16.2. The Newcastle Christmas logo and brand assets are available on request to Stallholders for their own promotional use.

17. UK General Data Protection Regulations (GDPR) 2018

- 17.1. By submitting this application, You are asked to confirm that You agree to Newcastle City Council handling of Your submitted data, as follows: You agree to give Newcastle City Council permission to retain your personal information for as long as it may seem relevant to the Event Organiser or You tell us that You no longer want the Organiser to retain it. Such personal information (name and contact details) will only be used for the Event to contact You about this Event. The Organiser may however share any website, Facebook, X (formerly Twitter), Instagram, or other social media link that You provide us with to promote your business and the Event. If you do not agree with such retention or use of Your data, please contact the Organiser directly so that alternative arrangements can be made.

18. National Fraud Initiative: Fair Processing Notices

- 18.1. The Organiser must make sure that the money it uses is safe from fraud. The Organiser may use the information You have provided on this form for the prevention and detection of fraud. The Organiser can also share this information provided with other organisations responsible for auditing or administering public money for these purposes.
- 18.2. For further information, contact our *Freedom of Information and Data Protection Officer* via email at dataprotection@newcastle.gov.uk.

19. Cancellations

- 19.1. Any Trader cancelling more than eight weeks before the first day of the Event will be charged 50% of the Stall fee. Traders that cancel fewer than eight weeks before the Event will be charged the full Stall fee.

20. Payment

- 20.1. You must confirm your participation in the Event via email within 14 days of being allocated a Stall and pay a 10% deposit within 30 days of allocation. Failure to do either may result in your Stall being reallocated. Your deposit will be refunded if the Organiser does not receive confirmation of your participation via email.

- 20.1. Full payment of the Stall fee and any additional charges must be made within 30 days of the Event closing.

21. Disputes

- 21.1. In the event of any disputes the Organiser's decision is final.