

Trader Application Pack

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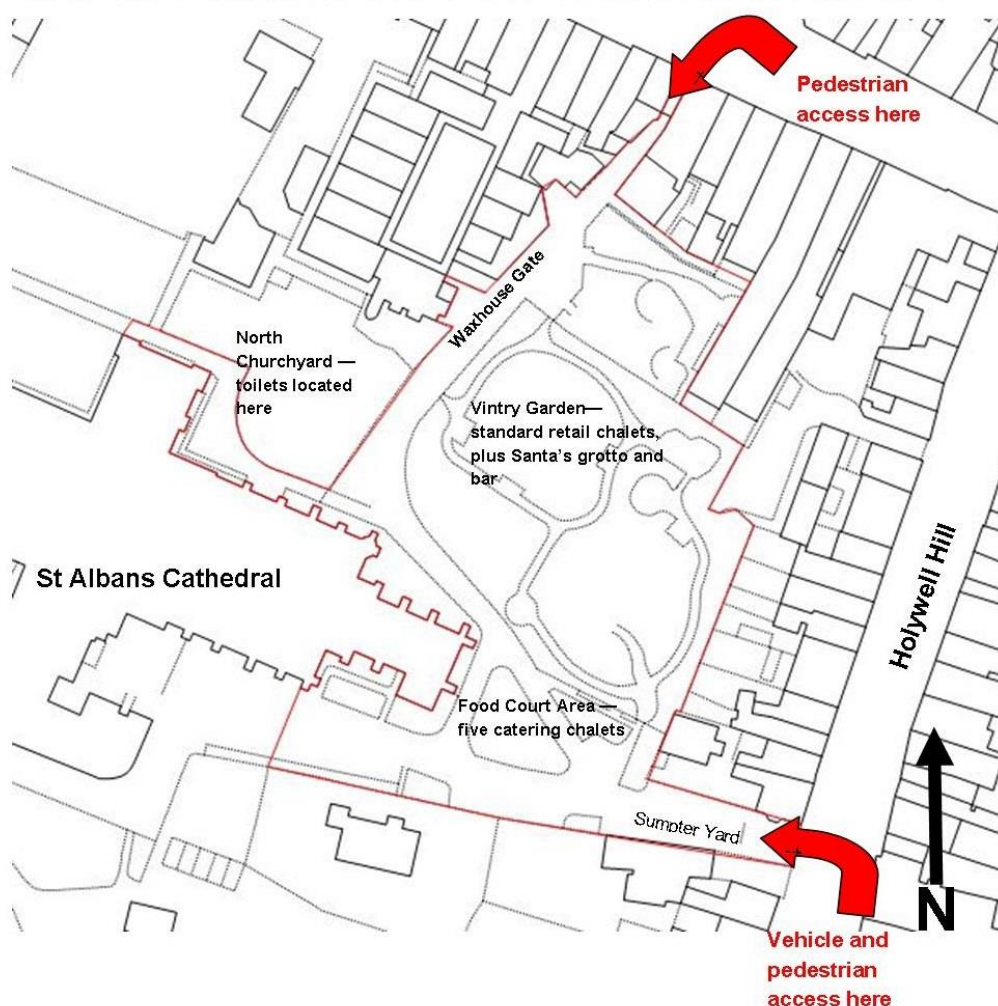
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PART ONE - GENERAL INFORMATION

LOCATION AND ORGANISATION

The Christmas Market will take place in the Vintry Garden and in the grounds of St Albans Cathedral. *Please note the map below shows access as we believe it will be at the time of the market, however the Cathedral is undergoing major works and we may have to change this. You will be given further information if and when we have it, should it affect our operation.*

MAP OF LOCATION OF 2017 CHRISTMAS MARKET



The market is organised by St Albans City and District Council (SACDC) and operated by Richmond Event Management (REM). This is the fifth year of operation of the Christmas Market. In 2016 it operated over 25 days and welcomed 118,000 visitors over that time. This was an increase of 15 per cent on the previous year.

The site is a Scheduled Monument, and its walls are protected by Listed status. It makes a beautiful site for a quirky, picturesque Christmas Market. However, the sensitive nature of the site means that great care must be taken not to cause any damage – this includes not putting stakes in the ground and not attaching anything to the garden walls. Doing so will be considered a breach of Bond rules (see below).

2017 DATES AND OPENING TIMES

Saturday 25th November – Saturday 23rd December 2017

- Monday, Tuesday, Wednesday and Friday: 11am – 6pm
- Thursday: 11am – 8pm
- Saturdays and Sundays: 10am – 6pm

All exhibitors must ensure their chalets are open all day, every day during the advertised times. There must be no closing early under any circumstances, unless permission has been given by the Duty Manager.

WHAT ARE WE LOOKING FOR?

- A wide range of unique, high-quality merchandise
- Chalet-holders who are friendly and approachable and engage with the public in a positive way
- Beautifully decorated chalets that add to the quality ambience of the Vintry Garden
- Goods at a variety of price points. We want to be able to offer something for all visitors, so we will look at the pricing of your goods in the context of the market as a whole and make a decision accordingly.
- Added Value: are you local to St Albans and or the surrounding areas? Do you sell locally produced/handcrafted Items? Will you make a positive contribution to/engage in the promotion of the market (via social media, by offering discount vouchers etc.)?

APPLYING TO TRADE

Please apply online at:

Caterers: <http://applications.eventree.co.uk/apply/index/id/473>

Designer Makers: <http://applications.eventree.co.uk/apply/index/id/475>

Standard Trading: <https://applications.eventree.co.uk/apply/form/id/474>

Applications are being administered this year by Richmond Event Management on behalf of SACDC, with the final decision on applicants being made by SACDC. Please note that all such decisions are final and no correspondence will be entered into. Please provide as much information on your application on your specific product lines as possible – including photographs.

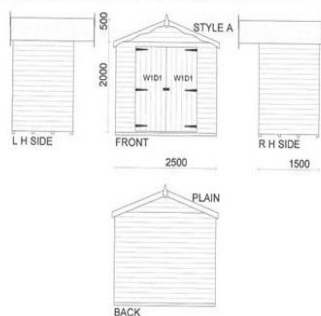
It is the organisers' intention to feature a wide variety of merchandise, but no undertakings are given regarding exclusivity of products

SACDC does not allow the sale of animal fur on its markets, with certain exceptions. If you would like to trade in this type of product please seek clarity on the policy by contacting liz.marcy@stalbans.gov.uk

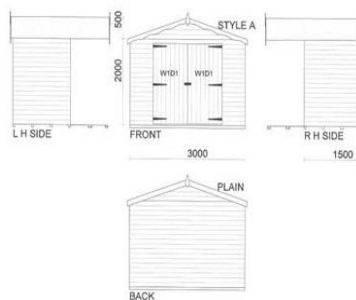
CHALET TYPES AVAILABLE

- Standard 'barn door' chalet, 3m wide x 1.5m deep (42 available - £115 per day) with a veranda to the front. Access to these chalets is via the front only, there is no side door
- Standard 'hatch-front' chalet 3m wide x 1.5m deep (10 available - £115 per day) with 2 hatches at the front and a 1m veranda at the front of the chalet. These chalets are supplied with an approximately 25cm wide shelf on brackets attached to the front, but there is no additional counter top space either inside or out.
- Large 'counter top' catering chalets 4.5m x 2m (5 available, bids start at £165 a day) with 2 hatches at the front and a door at the side. Again, these have an attached external shelf
- Small 'barn-door' chalets, 1.5m x 2.5m (7 available, designated 'designer-maker' chalets. Various trading periods available, £75 per day)

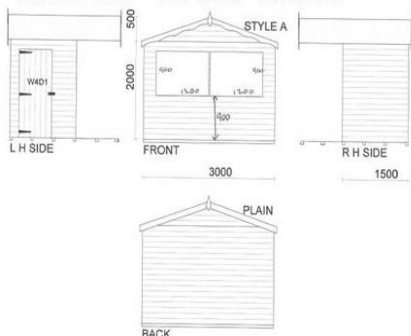
Small barn door chalets for designer
-maker markets 1.5m x 2.5m



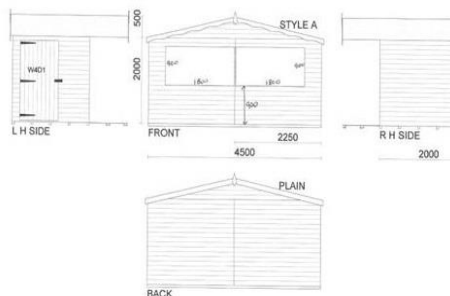
Standard retail chalet, barn-door style
1.5m x 3m + 1m-wide veranda



Standard retail chalet, hatch-front style
1.5m x 3m + 1m-wide veranda



Large counter-top, aka 'catering' chalet
2m x 4.5m + 1m-wide veranda



Each chalet is equipped with one halogen light fixed under the eaves outside. Each chalet comes equipped with two 13-amp sockets into which you can plug a maximum of 3,000W of electricity. This should be sufficient to provide lighting for illumination and decorative purposes. Should you require any additional electrical items, you will need to calculate the power required and pay for this separately.

2017 PRICE	ELECTRICITY SUPPLY	POWER EXAMPLE
£165.00 + VAT	An additional twin 13amp Power Point (3,000 watts 13 amp x 2)	2 x small household appliances
£247.50 + VAT	16amp single phase (Cee-form) Up to 4kw (4,000 watts 16 amp)	2 x sets of fairy lights, a till, moderate water heating equipment and a single hot plate (or equivalent)
£346.50 + VAT	32amp single phase (Cee-form) Up to 6kw (6,000 watts 32 amp)	A till, 1 x microwave and 2 x halogen lights and 2 x hot plates (or equivalent)
£605.00 + VAT	32amp three phase (Cee-form) (6,000 watts 32 amp x 3)	Ovens, cookers, convection equipment

Internal lighting, fixtures, fittings and means of display are not provided. Any fixtures that require screwing into place must be fixed only into the supporting beams and not the external wooden slats. Any damage caused to the chalet will be the responsibility of the trader, who will be charged accordingly for repair/replacement.

Any electrical equipment brought onto site by exhibitors must be PAT tested. REM will have an electrician available to provide PAT testing services on designated days, and a charge will be made for this service.

CHALET DECORATION

We are aiming to create a highly attractive Christmas Market, as befits its picturesque setting. We would like you to be responsible for decorating your chalet with lights and swags as appropriate to create the best possible atmosphere in the market. For the first time this year, we are offering a prize for the chalet voted 'best dressed'. This will be decided by public vote through Facebook (and you are encouraged to solicit votes for your chalet by engaging with the public on social media throughout the course of the event). The prize for the 'best decorated chalet' will be seven days' free trading at the Christmas Market in 2018.

CATERING CHALETS

This year for the first time we are inviting bids from applicants to trade in the five catering chalets available. Applications will be considered using the following criteria:

- The amount of money bid for the pitch
- The quality of the food offering: is it of a festive nature? Do you offer vegetarian, allergy-friendly and/or healthy options?
- The price point of the food on offer
- The quality of the stall set-up: will you be providing a visually attractive chalet?
- Any additional 'added value'. For example. Are you local to St Albans and the surrounding areas? Do you use local produce? Local staff? Are you prepared to engage with the promotion of the market in any way, for example on social media, by offering discount vouchers, etc? Do you have a history of trading at the Christmas or Charter Markets and/or a strong understanding of the local market/demographic?

We need to have a variety of food available at a variety of price points. We will therefore need to consider all food applications in the round. For that reason, we ask for all

submissions of bids for catering chalets to be received by Friday 7 July. Caterers will be notified of the success of their pitch by Friday 14 July.

DESIGNER-MAKER MARKETS

A series of designer-maker markets are also to be held as an adjunct to the Christmas Market. These will take place on the following days:

- Saturday 25 November-Sunday 26 November
- Thurs 30 November – Sunday 3 December
- Thurs 7 December – Sunday 10 December
- Thurs 14 December – Sunday 17 December
- Thurs 21 Dec – Saturday 23 December

Traders can book for any one or all of these four-day periods at a cost of £75 per day. Traders must be available to trade for the entirety of the period on offer, and the opening hours of this market will be the same as for the Christmas Market. Traders here will be subject to the same rules as inside the Christmas Market itself.

The Designer-Maker markets will consist of seven small barn-door chalets (1.5m x 2.5m) which will be attractively grouped and fenced off from Monday to Wednesdays, when these chalets are not open

In order to qualify to trade in these chalets, traders should be selling predominantly goods designed and/or manufactured by themselves, preferably on a small scale or in a domestic setting. Anybody seeking to trade in one of these Markets should provide information on their business/products and state how/why they qualify to trade in this space.

TRADER BONDS

A bond of £100 is payable along with your chalet hire fee, and must be paid online at the same time as your first instalment of your chalet payment. No cash payments will be accepted. This will be refunded to the trader by January 31, 2018 providing all terms and conditions of trading have been met, Trader Bond Rules have been adhered to, and the chalet has been returned in good condition.

PAYMENT

Once your application to trade has been confirmed a deposit payment of 50 per cent plus your bond fee will become immediately payable. Traders may pay in full on confirmation of booking, but full payment must be received by 31 August 2017. In the event that full payment is not received by 31 August 2017, SACDC shall be entitled to cancel the booking and retain 25 per cent deposit. Traders booking after 31st August 2017 will be required to pay in full on confirmation of their place. Penalties for cancellations will apply according to the schedule set out in the terms and conditions.

SUPPORTING DOCUMENTS

At the point of application, each trader will be asked to upload the following documents:

- Photos of your stock / stall
- Public Liability Insurance
- Risk Assessment (see the sample risk assessment available at - <http://www.stalbans.gov.uk/business/Health-and-safety/eventsplanning/>)
- Fire Risk Assessment (This could be part of your main RA. If so please upload a duplicate document)

For Caterers:

- Food Hygiene Certification
- Gas Safety Documentation
- Local Authority registration
- Menu

PART TWO – OPERATION OF THE MARKET

The market site is managed and operated by Richmond Event Management (REM) on behalf of St Albans City and District Council (SACDC). All operational issues should in the first instance be reported to the Duty Manager from REM at the site office or on the dedicated phone line, the number of which will be supplied closer to the Market

SETTING UP YOUR STALL

The Christmas Market site is compact, with limited numbers of vehicles able to access the site at any given time. We will therefore need you to be mindful of the needs of your fellow stallholders when setting up and dismantling your chalets. All load-in will begin on Thursday 23rd November, with caterers given first access to the morning of the 23rd and other stallholders after this. Early in November, traders will be given access to an online booking facility in order to book a timed slot to access the site to set up. Exact details of the load in procedure will be given at this time.

Access to the site is from Sumpter Yard, off Holywell Hill. No access will be given to those who have not booked a load in slot.

There will not be room for two vehicles to pass each other therefore traders may have to wait to leave until other vehicles have departed before they can reverse out. For this reason, traders are allocated a 40-minute unload period, after which your vehicle must be removed.

Pedestrians/Traders may stay on site to set up as long as they require however vehicles must not remain more than 40 minutes. Should you think you need longer for unloading then please contact the team who may be able to grant access to a second slot.

If you need to make adjustments to your chalet before you can unload any stock, you may want to consider unloading the necessary kit to do this, then removing your vehicle and coming back later to stock up in order to minimise the time that your vehicle is parked on Waxhouse Gate.

We would ask that you unload your stock into your chalet and remove your vehicle before arranging and displaying your stock to allow other traders onto Waxhouse Gate.

If you are expecting to be late / miss your slot for any reason please call the Duty Manager from REM, using the number that will be provided, to arrange access.

RESTOCKING

Restocking during non-operational hours can only be done within certain time frames and under supervision of site staff.

If you require vehicular access to re-stock please book in with the Duty Manager. You must display a vehicle pass and abide by instructions given to you by onsite staff.

Due to the site being in the immediate vicinity of the Cathedral, no restocking will be allowed on Sundays unless by express permission of the Duty Manager.

Please note that due to the arrival of traders in the designer-maker market, no restocking by other traders will be allowed on Thursday mornings unless by express permission of the Duty Manager.

PLEASE NOTE THAT ALL VEHICLES MUST LEAVE THE SITE BY 10AM AT THE LATEST ON WEEKDAYS AND 9AM AT WEEKENDS.

For details of where you may park your vehicles during the day, please see below. THERE IS ABSOLUTELY NO TRADER PARKING AVAILABLE IN THE GROUNDS OF THE CATHEDRAL.

PLEASE remember that the Cathedral is a busy place from early morning until late at night with staff, clergy, choristers, congregation and uniformed groups such as Brownies and Scouts. There are also numerous services and events taking place during the market's duration, your care and consideration is much appreciated. Waxhouse gate is also a busy pedestrian thoroughfare.

LIGHTING AND POWER FOR TRADER SET-UP AND RESTOCKING

Please note that power (aside from those with specific 24 hour requirements) will be live from 9am approx. until 30 minutes after the market closes. There will be some residual light but if you need to stay on your stall later than this you might like to consider a battery operated / rechargeable light.

TAKING DOWN YOUR STALL

Your chalet MUST be vacated and completely emptied on the evening that you finish trading with us. If you do not manage to vacate your chalet before the departure of the daytime staff, please alert the duty manager.

Bond payments will be returned in January 2018 if site staff report that they were satisfied with its condition. Please note that if you are a designer-maker trader taking down your stall on a Sunday, special consideration will need to be made for any Cathedral services taking place.

MARKET DE-RIG

On Saturday 23rd December, your co-operation would be appreciated in vacating the site in a timely fashion to allow for a complete de-rig of any chalets located outside the walled garden before Christmas. Our contractors will commence the dismantling of the site from 5.30pm on Saturday 23rd December, and the generators will be turned off at 10pm (TBC) latest, so if you anticipate being on site after that time you will need to bring your own emergency lighting. We will operate a time slot system for loading out with priority given to those chalets needing to be taken down first by the team. Further details of this will be provided in due course.

You will be expected to pack all your stock before being allowed to bring a vehicle onto site. When you have packed your stock please liaise with a member of the site team who will agree that you are in a good state to load. You will then collect a vehicle pass, and follow directions from onsite security. Please note that no vehicles will be admitted to the site without a valid site pass on display

Your bond payment will be returned in January providing that the Market team are satisfied with the condition of your chalet.

EXHIBITOR PARKING

All exhibitors will be given one concessionary parking space in the most conveniently located city centre car park on Drovers Way. This car park is the one used by the charter market traders so it may be especially busy on Wednesdays and Saturdays. It is located off Russell Avenue, St Albans. The postcode is AL3 5EB. There is a one-way system to access the car park, which is shown on the map below.

Upon arrival, please park in the Market Trader's section, which is the first car park as you turn left from Russell Avenue, down the side of the multistorey car park.

Take a ticket from the barrier column, then park. If you are leaving the site before 7pm, please take your ticket to the customer services window to have it validated and pay the concessionary rate of £6. If you are leaving later than 7pm please proceed directly to the barrier and press the customer services button. Staff in the call centre will arrange for you to make the concessionary payment at the barrier. On Sundays it costs £1 to park all day, so you should not validate your ticket on Sundays as you will then be charged £6. Lost tickets are charged at £10, and this will be strictly enforced.

If you have a car, as opposed to a van, you can park in any part of the Drovers Way car park for the same concessionary rate (normally over £10 per day) but be warned that if you drive a tall vehicle or van you will not be able to access the multi-storey part of the car park.

If you are unable to find a space in Drovers Way, you can also use the nearby Gombards car park, located off Upton Avenue, St Albans AL3 5EN. This car park costs just £5.30 all day. Please note that failing to display a valid P&D ticket may result in the issue of a Parking Charge Notice to the vehicle.

Both car parks are a 5-7 minute walk to the Christmas Market.



PAT TESTING

All cabling and appliances must be PAT (Portable Appliance Tested) and display a sticker showing an appliance number, a test date and a retest date along with a signature or initials. Items purchased in the last 12 months will be exempt from this testing only if proof of purchase can be shown. On the day when you set up, electricians will inspect your equipment. Please bring any PAT testing certification or receipts. If your items have not been PAT tested in the last year, the electricians will be available to carry out testing at a cost of £9 per item, payable in cash on the day only. All PAT testing should be pre-booked details of how to do this will be provided with the load in information.

Please be considerate by not plugging in anything that will cause you to exceed your power allocation such as kettles and high-voltage heaters (you may bring heaters as long as they do not exceed 600W). Should any exhibitor not comply with this request, they will incur the cost of the electrician's call-out, and they will be considered to have broken a bond rule.

CHALET FIXTURES AND FITTINGS AND ALTERATIONS

You are permitted to put up shelves, and attach racks, shelving, fixtures etc. to the walls and doors of your chalet, but you may only drill into the wooden uprights and timbers, not into the actual walls themselves. Do feel free to bring bookcases, dressers, cupboards, glass display cabinets, premade fixtures and any other effects to make your chalets look attractive.

In addition, a carpenter is available to those stallholders who pre-book, at a cost. Please contact Natasha@rem-events.com with your requirements. This service is only available on a pre-booked basis.

No building out or alterations to the existing external structure of the chalets is permitted - this includes extensions to the roof structure.

Anything which is attached to the chalets, including all pins, nails and screws, must be removed before you leave the Christmas Market site.

Regardless of your location within the market, no stallholder is entitled to display products in any location which falls outside of the footprint of their chalet unless by express agreement with Christmas Market Management. Any queries regarding this should be addressed to the Duty Manager.

SECURITY

There will be 24-hour security on site, provided by AP Security. They are employed to oversee the overall security of the market and deal with any crowd control issues.

Additionally, the Vintry Garden will be locked at the close of the Market every night by the Duty Manager and re-open at 9am each morning. Security may allow access at other times, please make yourself known to the duty manager and bring suitable identification to ensure only permitted personnel are admitted to site out of hours.

Exhibitors are advised not to leave money in their chalets overnight and bank their money during the day. There are a number of banks very close to the Christmas Market on St Peter's Street.

WASTE

Exhibitors are responsible for ensuring their chalets and surroundings are kept smart, tidy and free from waste.

There will be a waste collection point for exhibitors during load-in and load-out, please ask where this is. There will also be waste bins dotted throughout the site, where you will be able to put your waste. Please ensure you flat-pack all boxes and break down everything you can, and use any available recycling facilities. Please also ensure you keep the areas beside and behind your chalets tidy and waste free at all times. Exhibitors should not use the small 'public' bins for trade waste. Waste will be collected daily so please ensure any rubbish is placed in the bins before collection.

Any build-up of waste will be considered a fire / security risk and as such a bond breach so please do keep the area around your chalet free of rubbish to avoid incidents.

TOILETS

There are portable toilets on site located within in the North Churchyard. Additional toilets are located by the Chapter House in the Cathedral and are open from 9am-6pm.

INSURANCE

Although we have made sure the Christmas market is as safe and secure as any outdoor event can possibly be, exhibitors would be advised to make sure they have insurance for their stock.

We request all traders hold Public Liability Insurance of £5 million. You can get this through the National Federation of Market Traders. We must have a copy of your insurance on file before you will be allowed to trade.

MERCHANDISE

All products and merchandise have been passed through the vetting process, and approved as suitable for sale at the St Albans Christmas Market. Any merchandise which does not sit within your standard range as stated by your application form will not be permitted. Should event staff deem a product to be dangerous or unsuitable for the market, then it must be removed on request. Any traders retailing or intending to retail fur products **MUST** inform St Albans City and District Council by emailing liz.marcy@stalbans.gov.uk and are reminded that there is a strict policy on this to which all traders must adhere.

CHRISTMAS MARKET LAUNCH

On Sunday 26 November, there will be a lights switch-on event taking place in central St Albans that will encompass the Christmas Market. Some 15,000 visitors are expected to take part in the event, which will act as the launch event for the Christmas Market as well as the official start of the Festive season in St Albans.

PART THREE - BOND RULES

These bond rules are a way of ensuring that the conditions attached to our licence are not broken and that we have a consistent approach to managing the market. These rules form part of the daily checks that will be carried out by the Event and Stewarding team. Stallholders will be notified of a breach of bond rules by means of a card system.

Any stallholder found operating in breach of the bond rules will firstly be issued with a YELLOW card. This card will act as a warning. If further rules are broken the stallholder will be issued with a RED card which informs the stallholder that their bond will not be refunded. A BLACK card will be issued if three or more of the bond rules are broken. Issue of the BLACK card informs a stallholder that they will not be invited back to future shows. In exceptional circumstances, a trader may be asked to cease trading and vacate the market site immediately.

An explanation as to why you have been issued with a notice and the date that the rule was broken will be detailed on the note.

It will be considered a breach of Bond Rules if any trader:

- Fails to abide by rules and procedures outlined in this document for setting up and dismantling their stalls
- Does anything to damage or in any way compromise the integrity of the site, which is a Scheduled Monument. This includes putting stakes in the ground or attaching anything to walls
- Fails to display a correct vehicle pass when on site
- Accesses the site without permission
- Parks within the Cathedral grounds without permission.
- Fails to use padlocks provided, or loses either padlock or key
- Is not open and ready to trade for the hours the Christmas Market is open
- Exceeds the power allocation in their chalet
- Plugs in an untested and unauthorised device of any kind
- Fails to use the appropriate waste bins for the disposal of rubbish, etc
- leaves nails, screws or pins in their chalet at the end of their tenure
- is found in serious breach of the site rules (see below)

Site rules

- Naked flames are not permitted anywhere within the chalets or the market site – therefore items such as candles are not permitted to be lit whilst on display.
- No stallholder is permitted to smoke within the chalet or immediately in front of it.
- You are not permitted to play music in or around your market chalet.
- No abusive language towards fellow stallholders or any members of the events staff will be tolerated.

Please contact the Events Team on Natasha@rem-events.com before the market opens or during load in / opening times if you have any questions concerning the Bond Rules.

PART FOUR - TERMS AND CONDITIONS

These terms and conditions set by St Albans City and District Council (known hereafter as SACDC) are mandatory for all Traders and have been compiled to ensure the Christmas Market operates to the highest possible standards. If you are in doubt about any particular point, our contact details are on the last page of this document.

In 2017 Richmond Event Management are operating the trading booking and trader management of the Christmas Market. As such, reference to the powers of SACDC are also applied to REM and vice versa.

By signing an application form, the Trader confirms that the information provided is true and accurate. By submitting a signed application form, the Trader is confirming that they have read and agree to these Terms and Conditions.

In these Terms and Conditions 'Trader' and 'Traders' shall mean an applicant completing an application form to trade at the St Albans Christmas Market 2017 and 'Christmas Market' shall mean the St Albans Christmas Market 2017 and shall include the Designer Maker market save where the context provides or requires otherwise.

Trader Applications

1.1 Products offered for sale

All items must be of a high standard and meet manufacturing guidelines. SACDC reserves the right to remove from sale items that are deemed to be unfit, unsuitable or unsafe.

1.2 Exclusivity

Traders should provide as much information on the application about goods being offered for sale as possible. Applications should include images of products offered for sale and, where possible, a photograph of a chalet or stall at a similar type of event. While every effort will be made by SACDC to ensure a good mix of commodities, no responsibility is taken for exclusivity of a product range or type. Where a particular type of product constitutes a significant proportion of the goods offered for sale, this information should be made available to SACDC.

1.3 Acceptance

No discussion will be entered into with any Trader as to why a particular application has been accepted or declined. Nor will SACDC enter into any conversation regarding particular trading spaces and will allocate these to Traders at its own discretion. SACDC gives no guarantee that traders in previous years will automatically be offered a trading space in 2017, and offer no guarantee that Traders in 2017 will be given a trading space in years to come. Both declined and successful applications will be notified via the online system.

1.4 Designer-Maker markets

It is the intention of SACDC to operate a Designer-Maker market as an adjunct to the Christmas Market. This will operate for five periods of varying length during the course of the Christmas Market and be closed on all other days. These will be

- Saturday 25 November-Sunday 26 November
- Thurs 30 November – Sunday 3 December

- Thurs 7 December – Sunday 10 December
- Thurs 14 December – Sunday 17 December
- Thurs 21 December – Saturday 23 December

Traders can book for any one or all of these designated periods at a cost of £75 per day. Traders must be available to trade for the entirety of the period, and the opening hours of this market will be the same as for the Christmas Market. Traders here will be subject to the same terms and conditions and market rules as inside the Christmas Market itself.

The types of traders who will qualify to trade in this part of the market would include traders who design and/or make the majority of the goods that they sell, on a domestic rather than a factory scale. The final decision as to who qualifies rests with SACDC, and is binding. No discussion will be entered into.

1.6 Payment

Once your application to trade has been confirmed a deposit payment of 50% plus your bond fee will become immediately payable.

Traders may pay in full on confirmation of booking, but full payment must be received by 31 August 2017. In the event that full payment is not received by 31 August 2017, SACDC shall be entitled to cancel the booking and retain 25 per cent deposit. Traders booking after 31st August 2017 will be required to pay in full on confirmation of their place and should they then cancel, will be subject to the same rules as set out in 1.7 below.

1.7 Trader Cancellations

Following notification that its application has been successful in accordance with paragraph 1.3, if a Trader cancels their booking:

On or before 31 August 2017, 25% of the full amount of payment for the booking will be owed to SACDC and may be retained by SACDC or recoverable as a debt where payment has not already been received.

Between 1 and 30 September, 50% of the full amount of payment for the booking will be owed to SACDC and may be retained by SACDC or recoverable as a debt where payment has not already been received

Between 1 October and 23 December, 100% of the full amount of payment for the booking will be owed to SACDC and may be retained by SACDC or recoverable as a debt where payment has not already been received.

2. Legal Compliance, Indemnity & Disclaimer

2.1 Communication

The primary methods of communication between SACDC and Traders will be email and telephone. Our offer of a chalet will be based on the terms and conditions as written in this document, regardless of anything stated otherwise either by email or telephone correspondence. All emails and voicemails sent to Traders will be deemed as received immediately after being sent. SACDC will accept no responsibility for correspondence not reaching Traders if SACDC has used the correct telephone number or email address provided by the Trader.

2.2 Insurance Requirements

All Traders must have a minimum of £5,000,000 public liability insurance and must provide proof of this to SACDC. If a Trader is a member of the NMTF (National Market Traders Federation) they can obtain this through them. SACDC will need to see proof that the Trader is a member of NMTF.

2.3 Legislation Compliance

All Traders must comply with legislation with regards to trading standards, consumer protection, food safety, health and safety and requirements of the Environmental Health department of SACDC. At any point during the Christmas Market, SACDC may inspect any chalet and can shut down any operation which does not meet these standards. Applicants for catering chalets must be registered with their local authority and complete a self-assessment questionnaire. Applicants for stalls selling any food or drink item for consumption off the premises must be registered with their local authority and complete a self-assessment questionnaire. This includes all ambient or pre-packaged goods. St Albans District Council is a signatory to the Real Deal Campaign for Fake-Free Markets. By signing your agreement to trade at the Christmas Market you are undertaking to ensure that goods you provide for sale are not counterfeit. For help and guidance, please see <http://www.realdealmarkets.co.uk/wp-content/uploads/2015/10/IP-Legal-Info-Sheet-Nov-2015-L.pdf>

St Albans District Council has a policy in place governing the sale of fur on its markets. Any Trader intending to trade in fur must first contact SACDC to obtain full details of this policy and discuss their intentions.

2.4 Permitted Appliances, Electricity Limits and PAT Testing

Standard heaters will not be permitted at the Christmas Market, nor will kettles. Each Trader will have a maximum power allocation of electricity in their chalet, determined by the type of chalet chosen by the Trader. SACDC will request a list of all electrical items that will be in use at the Christmas Market by each Trader to ensure that they do not exceed this limit. Using non-PAT tested devices will be considered a serious infringement of the Christmas Market rules and may result in a Trader's bond being retained at the end of the Christmas Market, or in Traders being asked to leave the Christmas Market. The event management team responsible for the operation of the event, REM, will have on-site electricians available to PAT test items and provide certification at a reasonable cost on selected dates. Traders must satisfy themselves that they will either be able to make use of this service, or that they can provide their own PAT certification

Any Trader using products which may be considered a fire risk must have all equipment specified by SACDC and produce a risk assessment of their operations. Any Trader carrying out activities beyond the scope of normal retail should first discuss their intentions with SACDC and then provide a complete risk assessment of said activity

2.5 SACDC Responsibilities

SACDC will not be held responsible in any way for the loss or damage of Traders' merchandise, property or personal belongings. Nor will SACDC accept any responsibility for any financial loss of Traders during the Christmas Market.

3. Trader responsibilities

3.1 Trader bonds

Traders will be required to pay a £100 bond as part of their application to trade at the Christmas Market. Traders will only receive their bond back providing they comply with the Bond Rules. These are outlined in part three of the Trader Application Pack.

Note that payment of the Trader bond does not in any way replace the obligations outlined below in 3.4 or elsewhere in these Terms and Conditions.

3.2 Chalet Decoration

SACDC will be decorating the site to create a high-quality festive environment. Traders will be required to make their chalet as attractive as possible at all times. This includes decorating tastefully the front and inside of their chalet, any signage displayed should preferably be wooden and in keeping with the traditional style of the chalets. Please note that this pertains even if traders are not intending to take part in the 'best-dressed chalet' competition.

3.3 Adding Fixtures to Chalets

Building outwards on any chalet by Traders is strictly prohibited. Any additional shelving or units applied inside the chalet must be supplied by the Trader. If these units or shelving require screwing into place, they may only be screwed into the supporting beams in the chalet, and not the external wooden slats. Any damage caused to these exterior slats in this nature will be the responsibility of the Trader, who will be charged accordingly. Traders must leave their chalet clear of rubbish and in good condition.

3.4 Damaged Chalets

Any damage to chalets caused by Traders will be the responsibility of the Trader and will be charged for accordingly, over and above the Trader bond – see 3.1, above. This would include overloading the weight of products hanging from chalet doors, or any part of the chalet, and general damages caused by Traders. Traders are responsible for bringing to the attention of the organisers any damage to their chalet upon occupation.

3.5 Trader Attendance

SACDC will specify the opening and closing times for each day of the Christmas Market. Traders must occupy their chalets for the entirety of this time. A member of the site staff will be available to look after a Trader's stall while they take a very short break during the day, but they will not advertise or sell any products for Traders. Abuse of this system could lead to it being suspended, or taken away. If there is an emergency which requires the staff member's attendance, they will leave the chalet unattended.

3.6 Documentation and On-Site Conduct

All Traders must ensure that all necessary documents have been passed on to SACDC by 31st October 2017. Failure to do so may result in forfeit of their trading space, the payment for which will not be refunded.

Traders must record any accidents or incidents (including 'near misses') that occur in or around their chalets using forms that will be provided for the purpose by the site management team.

The Trader shall comply with the Council's Protection of Children, Young Persons and Vulnerable Adults Policy at all times.

Should any person or persons be acting in a manner not fit for the Christmas Market, SACDC can remove them at any time at their own discretion. Any disruption caused by Traders which affected the general public and their experience at Christmas Market would be taken very seriously and could result in Traders being expelled from the Christmas Market. Verbal or physical abuse to either the general public or SACDC staff will not be tolerated at any time.

Traders will be notified by SACDC if they need to vacate their chalet. Traders should take all belongings with them. If any items are left, SACDC will dispose of them after three days with no notification. SACDC holds no responsibility for the loss of these products, or the financial worth of these products to the Trader.

3.7 Publicity

No Trader may use the SACDC logo in their publicity.

3.8 Exclusivity

During the Contract Term the Trader shall not assign this Agreement without the prior written consent of the Council.

3.9 No Partnership or Agency

Nothing in this Agreement shall be taken to constitute partnership between the parties nor the appointment of one of the parties as Company for the other.

4. Use of the Site

4.1 Trader Waste

Traders will be held responsible for flattening all packing and rubbish and putting it into the bins provided. No rubbish accumulated by Traders throughout their stay should be left outside chalets. This rubbish must be placed into the appropriate bins provided. If your allocated bin is full, please ask a member of the site staff to bring another bin. Traders should use only the bins left around the site for Traders' use, and not the rubbish bins intended for use by the public.

4.2 Vehicle Access

Vehicle movements along Waxhouse Gate and in Sumpter Yard will be very closely monitored. Set up will be via a pre booked slot, details for which will be issued in November at the latest. These system will be strictly adhered to. De-rig will also follow a procedure communicated to traders in the run up to the end of their occupancy. Priority will be given to those traders required to vacate in order for the pre-christmas de-rig of the market to commence. Traders must comply with the instructions of the onsite staff at all times and failure to do so would be a breach of the bond conditions.

4.3 Trader behaviour

Traders will be expected to comply with all instructions issued by either SACDC or it's the event management company in charge of the operation of the event while on the Christmas Market site. Any behaviour or activity that causes any compromise to the health and safety

of Traders or visitors may result in the Trader being asked to leave the site with no refund of chalet fees offered.

5. Cancellations

5.1 Emergency Closure

In the event of an emergency, SACDC holds the right to cancel or delay the Christmas Market with no prior notice to Traders. In this event, Traders will be given all information possible regarding the reasons for cancellation or delay.

5.2 Breach of Terms and Conditions

SACDC also hold the right to remove any Trader from the Christmas Market at any time if they are deemed to have breached these terms and conditions.

5.3 Refunds

No refunds will be given to any Trader who is removed from the Christmas Market for any reason. In the event of the event being cancelled ahead of time for any reason other than an emergency, chalet hire fees will be refunded, but SACDC will not compensate Traders for any additional losses arising as a result of their decision to trade at Christmas Market, and nor will they compensate for loss of profits.

6. Contact

For further information, in the first instance please contact: Natasha Russell, Event Manager, Richmond Event Management by email: natasha@rem-events.com. However, responsibility for the event rests with St Albans City and District Council, whom you can contact via liz.marcy@stalbens.gov.uk.