

STALLHOLDER APPLICATION INFORMATION

This document is designed to assist you in understanding how the Great Yarmouth Christmas Markets will operate and provides guidelines to assist you with completing your application form.

WOODEN CHALETs

The chalets are purpose-built timber temporary structures measuring 10 x 10ft and will be situated around the market square. In between each chalet will be a gazebo pitch.

Internal decorations will be the responsibility of the stallholder during their rental period. All lighting internally must be LED and white fairy lights ONLY are permitted as decoration. All internal decorative fixings must be deemed safe and fit for purpose.

Each Chalet will have the availability for electrical supply; if electricity is required this must be stated on the application form. Electricity to chalets is inclusive within the terms of your rental, however we do not allow any heat-producing electrical appliances such as fan heaters or hot water kettles. This is both because of their high electricity consumption and of the increased fire risk they create.

All electrical equipment you plan to use must have a PAT (Portable Appliance Test) certificate, unless you can demonstrate that it is brand new with receipts of purchase. You will not be permitted to use any un-tested equipment within your chalet. PAT testing of your appliances is available and can be arranged if required for a charge of £7 (+VAT) per item, payment must be made at time of testing.

Naked flames, candles etc. are not permitted as part of your display or anywhere within your chalet. All shelving, extra tables, lighting, and anything else required to display merchandise to best effect is the stallholder's responsibility.

No building out from or alterations to the existing external structure of the chalets is permitted.

SECURITY

There will be security provided on site at weekends from 7pm to 7am. However, stock left in your chalet overnight and display items are left at the stall holders own risk. GYBC will not be liable for any loss or damage incurred to goods left unattended.

GAZEBO PITCHES

10 x 10ft Gazebo pitches will be available. Gazebo's will be provided by GYBC and Market Management will put them up and take them down each night. Decorations are the responsibility of the stall holder.

STOCKING UP

All stallholders will be able to stock/re-stock between 7am and 9am each day and at the end of the trading day. All Vehicles must be off site by 9am. No secure storage space is available for stallholders.

PARKING

There will be no parking facilities on the Market Place. The nearest long stay car park is situated at Fullers Hill approximately a 10 minute walk from the market site. Alternatively parking is also available at Beach Coach Station, North Denes Road, Great Yarmouth which is approximately a 20 minute walk away.

RUBBISH

It is each exhibitor's responsibility to ensure their site and their chalet is kept smart and tidy at all times and that all rubbish is removed and placed within the rubbish and recycling bins provided.

SECURITY

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MARKETING AND PUBLICITY

The Great Yarmouth Christmas Markets will be promoted via the following channels:

Greater Yarmouth Christmas Markets & Great Yarmouth Market pages which feature on our Greater Yarmouth Tourism Website which currently receives over 100,000 page views during November and December.

Successful stallholders will be given a free web listing on our new Christmas Markets website page. The stallholder's listing with image will include a short description of what they are selling and the stallholder's contact details. Only website listings which are accompanied with a suitable image will be uploaded onto the website.

Mention on our social media platforms Facebook, Twitter and Instagram.

Local Radio advertising.

THE SELECTION PROCESS

In order to offer our Christmas Market visitors the best possible experience it is important to us to ensure that there is a wide range of product types across the whole market.

Application assessments will be made on their uniqueness, exclusivity and their quality. They may also be benchmarked against other applicants in the same category and along with those already trading on the Larger and 2 day market.

We will also take into consideration the range of products you wish to sell. Your product range must correlate to the retail mix you have selected. For example, if you sell jewellery plus accessories you must declare both items on your application form.

SALE OF ALCOHOL

GYBC will obtain a TEN (Temporary Event Notice) which will cover the sale of alcohol during the Winter Festival.

CATERING STALLS

All applications for catering stalls must include proof that they are registered with their local authority and provide your hygiene rating (if applicable) with your application form.

INSURANCE

All applications must be accompanied by a copy of your Public Liability Insurance. All traders on Great Yarmouth Market must carry cover to a minimum value of £5,000,000

SUPERVISION

Market Management will be on site during opening hours to handle any issues that may arise during the trading period.

DATES AND OPENING HOURS

The Great Yarmouth Christmas Market will open on Friday 30 November and will continue through to Sunday 23 December 2018.

Friday 30 Nov – Sunday 2 Dec Great Yarmouth Christmas Fayre
Friday 7 Dec – Sunday 9 Dec
Friday 14 Dec – Sunday 16 Dec
Friday 21 Dec – Sunday 23 Dec

Operating hours for the Great Yarmouth Christmas Market will be 10am to 8pm (Friday), 10am to 5pm (Saturday) and 10am to 4pm (Sunday) and all stallholders will be required to adhere to these hours of opening.

CHARGES/PAYMENT

Chalets and gazebo pitches can be rented for a three day or seven day period.

	Friday to Sunday (3 days)	Friday to Friday (7 Days)
Chalet	£135 + VAT	£190 + VAT
Gazebo pitch	£95 + VAT	£130 + VAT

You must send in along with your application a non-refundable deposit of £35, payable to '**Great Yarmouth Borough Council**' which will be cashed if your application is successful. Notification of successful applications will be advised in writing and full payment will be required as instructed. Payment for your chalet/gazebo pitch can be by cheque or on-line payment in advance.

CANCELLATION POLICY

If you cancel your booking for any reason you will forfeit your deposit of £35. Cancellation after 14 days of full payment you will forfeit the total value of the rental.

GREAT YARMOUTH CHRISTMAS MARKETS
Friday 30 November to Sunday 23 December 2018 (incl.)
TERMS & CONDITIONS

These terms and conditions are set out by Great Yarmouth Borough Council, hereafter known as GYBC

1. STALLHOLDER APPLICATIONS

1.1 Applications

By signing the application form the stallholder warrants that the information supplied on the Application Form is true and accurate. Any errors or omission may result in an offer being withdrawn. It is the responsibility of the stallholder to inform GYBC of any changes in the information provided on the application form.

Completed application forms should be returned to GYBC as soon as possible together with all requested paperwork.

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 GYBC.

1.2 Selection

Applications will be considered on its merit of uniqueness to the business mix. The submission of an application form and cheque does not constitute an offer of a chalet. GYBC may grant or refuse any application for space and allocate space at its absolute discretion. GYBC may cancel any space, including during the event, where the stallholder is in breach of the terms of this agreement in any way.

1.3 Offer acceptance

Successful applicants will receive an offer of a chalet/gazebo pitch. To accept our offer, you must acknowledge the offer within ten working days of the offer being made. If we do not hear from you by this date, your offer may be withdrawn. On receipt of your acceptance we will bank your deposit cheque which is non-returnable

Unsuccessful applicants will be informed by letter or email

1.4 Payment

Failure to adhere to the payment schedule set out in the General Information document will result in the re-allocation of your chalet/pitch.

1.5 Chalet allocation

Chalet/gazebo pitch allocation is at the discretion of GYBC. There is limited availability of these chalets and their allocation will be solely at the discretion of GYBC. Please note that we reserve the right (at our sole discretion) on any day to direct that you occupy another chalet. GYBC will allocate chalets to maximize the best overall layout and appearance of the Festival. Furthermore, GYBC reserves the right, at our sole discretion, to change the layout plan of the market as it deems necessary and without any prior notice and for the entire Festival period or any part of it.

2. LEGAL COMPLIANCE, INDEMNITY & DISCLAIMER

2.1 Insurance

GYBC holds Public Liability Insurance in respect of our own activities. All stallholders must hold their own Public Liability Insurance with minimum cover of £5,000,000 pounds. Stallholders must also have Product Liability and, where appropriate, Employers Liability covering the period: 30 November to 23 December 2018 inclusive. Stallholders must supply copies of their Public Liability and Insurance policy to GYBC. Stallholders will not have access to their chalet without this documentation.

2.2 Environmental Health & Trading Standards

Stallholders are expected to comply fully with relevant legislation in respect of Trading Standards, Consumer Protection, Food Safety, Health and Safety and requirements of the Environmental Health Department of Great Yarmouth Borough Council. Chalets will be inspected during the Market and those deemed not to comply with relevant regulations may be shut down. All applications for catering stalls 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, or any subsequent publication.

2.3 Equipment

Stallholders are responsible for providing internal lighting for the chalets. GYBC will provide all external decoration. No fast strobing lights are permitted. All lights MUST be LED type, no other form of bulb will be acceptable. All electrical equipment, including new items, must be in good condition and have a current PAT certificate. All gas equipment must be covered by an up-to-date gas certificate issued by registered gas engineer (Gas Safety Register). These certificates must be available for inspection by our health and safety officer at the Festival. 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 stallholder's expense. All gas bottles must be kept to a minimum and stored in a self-contained storage unit designed specifically for this purpose. Please note we do not allow any heat producing appliances, such as fan heaters.

2.4 Alcohol sales

GYBC will obtain a TEN (Temporary Event Notice) which will cover the sale of alcohol during the Christmas Markets.

2.5 Disclaimer

To the maximum extent permitted at law, you agree that GYBC are not responsible or liable for any financial losses or for any loss or damage to your equipment, goods or personal belongings or for any personal injury to you or any party working for or connected to you. GYBC will not be held responsible for any theft of goods at the event; it is the stallholder's responsibility to have appropriate cover.

The Christmas Market is an outdoor event and may be affected by rain and natural weather conditions in general. GYBC shall accept no liability in respect of any act caused by the weather or an act of God or an act of nature.

Under no circumstances shall GYBC be liable to the stallholder for any of the following whether in contract, tort (including negligence) or otherwise:

- any indirect or consequential losses;
- loss of revenue or anticipated revenue;
- loss of savings or anticipated savings;
- loss of business opportunity;
- loss of profits or anticipated profits; or
- loss of wasted expenditure.

3. EXHIBITOR CONDUCT

3.1 Stallholders shall co-operate and comply with all reasonable requests and all other rules and regulations that may be advised from time to time by GYBC.

3.2 Stallholders shall not make any alterations or additions to any chalet without our prior consent. No building out or alterations to the external structure of chalets will be permitted. No external extensions to the roofs will be allowed and no adornments will be allowed on any roofs without our prior consent. All shelving, extra tables, and display cabinets must be provided by the stallholders. Should you 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. Anything attached to the chalets, including all pins, nails and screws must be removed before you leave the Christmas Market.

3.3 Stallholders must not overload their chalet doors with display units as these cause the chalet doors to drop. Stallholders will be charged for all remedial work required on the chalet doors and any damage found to be caused by the stallholders. Repeated callouts for repairs to damage caused by Stallholders will result in a charge being made.

3.4 Stallholders must not place or hang goods beyond the boundaries of the chalet without prior agreement of the organisers.

3.5 Chalets must be occupied by no later than the prescribed opening time on each Market day and remain open until the prescribed time for closure. Repeated failure to comply with the prescribed opening/closing times may result in the reclaiming of your chalet.

3.6 Stallholders must ensure they hold enough stock to trade for the full duration of their agreed trading period.

3.7 Stallholders are not allowed to use any public address systems, or other practices which may cause annoyance to other stallholders and customers

3.8 Stallholders are only permitted to sell merchandise on their chalet as listed on their application form and which has been approved by GYBC. Stallholders will be required to remove any undeclared items.

3.9 No animals or pets are allowed on site and any animals brought onto site will be removed at your own expense.

3.10 Stallholders must refrain from smoking within their chalets. Traders who are found smoking may have their chalet reallocated.

3.11 Stallholders must agree to return all required documents that pertain to setting up to GYBC. Failure to adhere to this may result in delay in issuing chalet keys or access being given to rented gazebo.

3.12 GYBC reserves the right to expel any person from the Market site where GYBC in its absolute discretion believes that their conduct or presence may be prejudicial to the operation of the Christmas Market, or the enjoyment of the Christmas Market by other Stallholders or visitors. GYBC does not accept any liability for loss of trading in the event that a person is removed from site.

3.13 The Stallholder is responsible at all times for the condition of equipment hired/loaned from GYBC. GYBC will require immediate compensation for any loss or damage sustained during the festival.

3.14 Stallholders must vacate their chalet by 12 noon on the day following the final day trading of the Event. The Stallholder will be liable to pay for a full day's chalet rental for any day or part day goods are not removed. If the goods have not been removed three days after the close of the Market GYBC will dispose of such goods and the Stallholders will be liable for any associated costs.

4. USE OF THE SITE

4.1 Waste disposal

Stallholders are expected to keep their chalet and surrounding areas as clean as possible throughout the Christmas Market. Facilities for general and recycling waste will be provided. All boxes must be collapsed when disposed of. Cardboard boxes must not be stored either beside or behind any chalets as this poses a fire risk.

No waste of any sort is to be disposed of in any outdoor drains or culverts

4.2 Electricity

Electricity supply is included in your chalet rental. If an electric fault is caused by a stallholders faulty equipment or by exceeding the power supply allocated, the costs occurred by GYBC to do any remedial work will be passed onto the Stallholder.

All electrical equipment used on site must have a valid PAT certificate. This includes all used and new items.

Stallholders are responsible for providing their own lighting for their chalets.

4.3 Liquefied Petroleum Gas (LPG)

Gas appliances should be fitted and tested by a competent person and a certificate will be required.

LPG cylinders should be in a fire-resisting lockable compartment (with ½ hour fire resistance). Compartments must have adequate ventilation at high and low levels

Cylinders should be fitted with automatic cut-off valves and be protected from tampering

All cylinders should be kept away from heat and ignition sources

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

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

All pipes should be renewed every two years

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

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

Suitable signs indicating "Caution – LPG" and "Highly Flammable" should be displayed

4.4 Security

There will be security provided on site at weekends from 7pm to 7am. However, stock left in your chalet overnight and any display items are left at the stall holders own risk. GYBC will not be liable for any loss or damage incurred to goods left unattended after the Festival closes.

5. USE OF DATA

5.1 The Stallholder gives permission for exhibitor contact details to be stored on an electronic storage and retrieval system which will be created for the exclusive use of those involved in the organisation of the Great Yarmouth Christmas Market. It will not be used by any third party without prior consent.

5.2 The Stallholder gives permission for Stallholders contact details as product description, as indicated on the application form above, to be published on our website.

5.3 The Stallholders agrees to the GYBC releasing the name and business address of the Stallholders to any person complaining about any service or products supplied by the Stallholder.

6. CANCELLATIONS

6.1 We reserve the right to delay, cancel or terminate the Christmas Market without notice in the event of adverse weather conditions, emergency situations or any other reason beyond our reasonable control.

6.2 We further reserve the right to immediately terminate the right to trade of any Stallholder failing to comply with any of these terms and conditions or comply with any reasonable directions given by GYBC.

6.3 No refunds or compensation of any sort shall be paid to Stallholders who fail to attend the Christmas Market or where we have exercised the right to delay, cancel or terminate the Market or where a Stallholder has been instructed to cease trading due to non-compliance with any of these terms and conditions.