



WINCHESTER CATHEDRAL

WINCHESTER CATHEDRAL CHRISTMAS MARKET FRIDAY 18th NOVEMBER TO THURSDAY 22nd DECEMBER 2022 (incl.)

TERMS & CONDITIONS

These terms and conditions are set out by Winchester Cathedral Enterprises Ltd, hereafter known as "WCEL", "us" or "we".

By signing the Application Form, each Exhibitor agrees to these Terms and Conditions. The Application Form, when accepted by WCEL together with these Terms and Conditions comprise the Agreement. If the terms on the Application form and these Terms and Conditions are inconsistent, these Terms and Conditions shall apply.

INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

Chalet/Stall: 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;

Event: the event organised or managed by the Organiser, WCEL, which the Exhibitor wishes to attend, also known as the Market and Winchester Cathedral Christmas Market;

Event Site: means that part of the Winchester Cathedral Inner and Outer Close and such parts of the grounds of Winchester Cathedral where the Event is to take place;

Organiser: Winchester Cathedral Enterprises Limited, hereafter known as WCEL, a company registered in England under number 2100067 whose registered office is at 9, The Close, Winchester, Hampshire SO23 9LS;

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;

Stand/Stall/Space: 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;

Clause headings shall not affect the interpretation of this Agreement.

The Application Form and the information contained in the General Information Document form part of this Agreement.

1. EXHIBITOR APPLICATIONS

1.1 Applications

By submitting the Application Form the Exhibitor 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 Exhibitor to inform WCEL of any changes in the information provided on the Application Form. WCEL will not be held responsible for any correspondence which does not reach the Exhibitor due to a change of contact details.

Completed Application Forms must be returned to WCEL using the online application form by the given deadline together with all requested photographs and other documents submitted by email to the Christmas.market@winchester-cathedral.org.uk email account.

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 WCEL.

If two or more Exhibitors wish to share a Chalet each applicant must submit their own Application Form. Both/all Exhibitors 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.

Chalets cannot be secured by or obtained from a third party under any circumstances.

1.2 Selection

Applications are put before a selection panel. There is no guarantee that Exhibitors who have exhibited before will be offered a place in subsequent years, and the offer of a place in any year will not guarantee one in the following year(s).

The submission of an Application Form does not constitute an offer of a Chalet.

WCEL may grant or refuse any application for space and allocate space at its absolute discretion. WCEL may cancel any space or part of any space at any time, including during the event, where the Exhibitor is in breach of the terms of this Agreement in any way.

THE DECISION OF THE SELECTION PANEL IS FINAL AND BINDING. WCEL will not enter into any correspondence regarding reasons as to why an application has not been successful.

1.3 Offers and declined applications

Successful applicants will be emailed with an offer of a Chalet, although we cannot guarantee that it will be in your preferred area. Unsuccessful applicants will be informed by email.

1.4 Offer acceptance and Exhibitor cancellation

To accept our offer, you must acknowledge the offer of a Chalet within ten working days of the offer being made. If we do not hear from you by this date, your offer will be regarded as withdrawn. If, following acceptance, you are unable to take up your Chalet, you may cancel by giving us notice and refunds will be made as follows:

- If we are able to resell the space then all monies paid to date will be refunded subject to the withholding of an administration charge of £125 plus VAT.
- If we are unable to resell the space then all monies paid to date will be retained by WCEL.

The above will also apply to a reduction in the allocated trading period and will be applicable to the days not taken up.

1.5 Payment

Failure to adhere to the payment schedule set out in the General Information document will be deemed to be an Exhibitor cancellation and will be treated in the same way.

- If we are able to resell the space then all monies paid to date will be refunded subject to the withholding of an administration charge of £125 plus VAT.
- If we are unable to resell the space then all monies paid to date will be retained by WCEL.

Consideration may be made to any Exhibitor who contacts WCEL with a valid reason for late payment provided such correspondence is made prior to the due date.

Payments made by credit or debit card will have a surcharge of 2.5%. Full details available via WCEL Finance Office.

1.6 Chalet allocation

Whilst every care is taken to meet Exhibitors' requirements, we regret that under no circumstances can allocations be changed once finalized. Chalet allocation is at the discretion of WCEL. The submission of an application and associated payment for a premium location does not constitute an offer of a premium location. There is limited availability of these Chalets and their allocation will be solely at the discretion of WCEL. All premium location Chalets are subject to a surcharge. Please note that we reserve the right (at our sole discretion) on any day to direct that you occupy another Chalet. WCEL will allocate Chalets to maximize the best overall layout and appearance of the market. Furthermore, WCEL 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 market period or any part of it.

2. LEGAL COMPLIANCE, INDEMNITY & DISCLAIMER

2.1 Written communication

The principal means of communication between WCEL and the Exhibitor will be electronic. You agree to electronic communications and acknowledge that all contracts, notice and other communication that we provide electronically comply with any requirement that they must be in writing. This does not affect your statutory rights.

Communications sent by the WCEL to the Exhibitor by email will be deemed received by you immediately upon sending. WCEL will not be obliged to seek any acknowledgement of receipt from you in respect of such emails. We will not be liable to you for any delay or failure of delivery (for whatever reason) of any such email. If WCEL have addressed such communications to the Exhibitor's email address, then we will not have breached any duty of confidentiality owed to you, even if they are seen by any other person as a result.

Communications sent by you to us by email will be deemed received by us upon actual receipt by a system under our control.

2.2 Insurance

WCEL holds Public Liability Insurance in respect of our own activities. All Exhibitors must hold their own Public Liability Insurance with minimum cover of £5,000,000 pounds. Exhibitors must also have Product Liability and, where appropriate, Employers Liability insurances covering the period of the Christmas Market 17th November to 23rd December inclusive.

Exhibitors must supply copies of their Public Liability Insurance policy to WCEL by the 7th October 2022. Exhibitors will not have access to their Chalet without this documentation.

2.3 Environmental Health & Trading Standards

Exhibitors are expected to comply fully with all relevant legislation and regulations, including those in respect of Trading Standards, Consumer Protection, Food Safety, Health and Safety and requirements of the Environmental Health Department of WCC and Hampshire County 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.

2.4 Equipment

Exhibitors are responsible for providing internal and external lighting for their Chalets. WCEL will provide external festoon lights and emergency lighting only. 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 Market. 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. 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 and kettles, unless provided by WCEL.

WCEL reserves the right to inspect all gas and electrical equipment at any time during the market build and trading period.

2.5 Alcohol sales

We require all Exhibitors selling alcohol to sign our Alcohol Traders' Agreement. We will not provide our written Authorisation to Sell Alcohol under any premises license or temporary event notice unless the agreement is signed. We require all alcohol sellers to display Challenge 25 posters and maintain a refusal log through the duration of the Christmas Market. These will be checked by Duty Managers on a regular basis. In addition, Chalets selling alcohol must be overseen by a personal license holder.

All Chalets selling alcohol are subject to a surcharge as described in the General Information document.

2.6 Fire precautions

Exhibitors selling items with a potentially high fire risk i.e. products that have a naked flame, must ensure that they produce a risk assessment with their application; copies of this must be available at the Market for the health and safety officer to inspect and you must provide their own suitable fire extinguisher for your Chalet.

The use of propane gas, or paraffin heaters is not permitted on Stalls unless pre-agreed with WCEL.

2.7 Indemnity

Exhibitors shall indemnify and keep WCEL and the Dean and Chapter of Winchester 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 any breach of these Terms and Conditions.

2.8 Disclaimer

To the maximum extent permitted at law, you agree that WCEL and the Dean and Chapter of Winchester Cathedral (and their respective employees and agents) 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.

WCEL will not be held responsible for any theft of goods at the event; it is the Exhibitor's responsibility to have appropriate insurance cover.

The Event is an outdoor event and may be affected by rain and natural weather conditions in general. WCEL shall accept no liability in respect of any act caused by the weather or an act of God or an act of nature, including closure of the Christmas Market where WCEL reasonably considers it necessary.

Under no circumstances shall WCEL and the Dean and Chapter of Winchester Cathedral be liable to the Exhibitor 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 BOND

A payment of £250 will be required from each Exhibitor taking a Chalet at the Winchester Cathedral Christmas Market by way of an Exhibitor Bond. This payment is to be made at the same time as the Stage 4 payment. . The Exhibitor Bond will be returned to the Exhibitor before 31 January 2023 **provided that** WCEL shall retain the Exhibitor Bond of any Exhibitor who consistently contravenes the Terms and Conditions or who does not leave their pitch in the same condition it was in at the start of their trading period.

4. EXHIBITOR CONDUCT

4.1 All Exhibitors must attend the safety briefing session, details of which will be provided ahead of the set-up period. All staff employed by Exhibitors must be made aware of the information contained in the welcome pack and given at the health and safety briefing (including, without limitation any safety measures required as a result of any virus or other disease mitigation measures as outlined in clauses 4.20 - 4.21 below). Failure to comply with this poses a Health and Safety issue and may result in the forfeit of the Exhibitor Bond and/or the termination of the right to trade. It may be necessary to provide the safety briefing via a recorded video, if this is the case links will be provided in advance of the event and it is the responsibility of the Exhibitor to ensure all staff working at the Christmas Market have seen the video.

4.2 All Exhibitors must wear their identification badge at all times. These badges will be issued by WCEL before the start of the Market.

4.3 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 WCEL acting through the Duty Managers and Stewards, as well as any Security, Emergency Services and Hampshire County Council officers and all other official organisations on site.

- 4.4** Exhibitors 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 Exhibitors. 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. Failure to comply with the above will result in the forfeit of the Exhibitor Bond.
- 4.5** 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 Exhibitor Bond.
- 4.6** Exhibitors must not place or hang goods beyond the boundaries of the Chalet without prior agreement of the organisers.
- 4.7** 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 will result in the loss of the Exhibitor Bond.
- 4.8** Exhibitors must ensure they hold enough stock to trade for the full duration of their agreed trading period.
- 4.9** Exhibitors are not allowed to use any public address systems, or other practices which may cause annoyance to other Exhibitors and customers. No Exhibitor will be allowed to play music in or around their Chalet.
- 4.10** Exhibitors are only permitted to sell merchandise on their Chalet as listed on their Application Form and which has been approved by WCEL. Exhibitors will be required to remove any undeclared items.
- 4.11** No animals or pets are allowed on site and any animals brought onto site will be removed at your own expense.
- 4.12** Exhibitors are not permitted to make any video recordings or broadcast of the event without prior agreement with WCEL.
- 4.13** Exhibitors must refrain from smoking anywhere within the Market site. Exhibitors (or their personnel) who are found smoking within the market area will forfeit their Exhibitor Bond and may be removed from the site.
- 4.14** Exhibitors must agree to return all required documents that pertain to setting up to WCEL by the 7th October 2022. Failure to adhere to this may result in delay in issuing Chalet keys, no parking permit being allocated or having access to power.
- 4.15** Exhibitors must ensure that all persons working on the Chalet 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. WCEL is committed to ensuring modern slavery does not exist in its organisation or its supply chains. Accordingly, Exhibitors will comply with, and ensure that its suppliers comply with, the Modern Slavery Act 2015.
- 4.16** WCEL reserves the right to expel any person from the Event Site where WCEL 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. WCEL does not accept any liability for loss of trading in the event that a person is removed from site.
- 4.17** 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 WCEL.
- 4.18** The Exhibitor is responsible at all times for the condition of equipment hired/loaned from WCEL and or Contractors. WCEL and/or Contractors will require immediate compensation for any loss or damage.

4.19 Exhibitors must vacate their Chalet by 12 noon on the day following the final day trading of the Event. The Exhibitor 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 Event WCEL will dispose of such goods and the Exhibitor will be liable for any associated costs.

Special Health and Safety Requirements to protect the Exhibitor, staff and visitors to the Market:

4.20 Where advised by WCEL in writing, Exhibitors must ensure that the Exhibitor and all staff present at the Market comply with WCEL directions and any Government directions to reduce disease transmission including social distancing, hand-washing and wearing appropriate personal protective equipment ("PPE") compliant with WCEL requirements. Provision of PPE shall be at the Exhibitor's sole expense.

4.21 Exhibitors must ensure that the Exhibitor and all staff present at the Market practice social distancing and regular hand cleansing.

5. USE OF THE SITE

5.1 Disposables

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.

5.2 Authorised vehicles

All vehicles brought on site must display a permit in their windscreen which will be issued by WCEL. There will be no Exhibitor vehicle movement on site half an hour before the Market opens for trading in the morning and for up to half an hour after the Market has ceased trading in the evening. Once the Market has opened for the day's trading there can be no vehicle movement in the site. No authorised vehicles will be permitted to remain anywhere within the Inner or Outer Close. Winchester Cathedral will issue a parking fine to any vehicle contravening the above conditions. Winchester Cathedral reserves the right to remove, forcibly if necessary, any unauthorised or illegally parked vehicles or those causing an obstruction. There is no space for refrigerated vehicles or other storage on site.

5.3 Waste disposal

Exhibitors are expected to keep their Chalet and surrounding areas as clean as possible throughout the Market. Facilities for general and recycling waste will be provided. All boxes must be collapsed when disposed of. Those who do not take advantage of these facilities or fail to comply with any waste disposal requirements may forfeit their Exhibitor Bond. 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, any Exhibitor found disposing of waste in this way will be subject to an immediate fine of £500 which must be paid before they will be permitted to continue trading at the Market.

5.4 Electricity

Electricity supply is included in your Chalet rental. If an electric fault is caused by an Exhibitor's faulty equipment or by exceeding the power supply allocated, the costs occurred by WCEL to do any remedial work will be passed onto the Exhibitor.

The maximum Power Allocation for Chalets will be as follows:

- Standard Retail Chalets:— 8 Amps or 1,840 kW

- Large Retail Chalets: – 16 Amps or 3,680 kW
- Small Catering Chalet:- 16 Amps or 3,680 kW
- Large Catering Chalet will be: - 32 Amps or 7,360 kW.
- Extra Large Catering Chalet will be: – 64 Amps or 14,720 kW

By special agreement, an additional supply can be fitted. Each 8 Amp supply provided will incur an additional charge of £12.00 plus VAT (£14.40 at current VAT rates) per day; i.e. an extra 32 Amp supply will cost £48.00 excl. VAT or £57.60 incl. VAT at current VAT rates per day. As example, an additional 16 amp supply for 35 days would be calculated as such: £12.00 x 2 = £24. £24 x 35 days = £840.00 plus VAT.

All additional electricity supplies must be requested prior to 7th October and must be paid in full at that time.

All electrical equipment used on site at the Winchester Cathedral Christmas Market must have a valid PAT certificate. This includes all used and new items.

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

5.5 Liquefied Petroleum Gas (LPG)

The following requirements apply to all gas appliances and supplies:

- Gas appliances should 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). 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

5.6 Security

There will be overnight security; however, Exhibitors who choose to leave product or equipment in or on their Chalets overnight do so entirely at their own risk. We will not be liable for any products that are left behind after the Market closes.

Exhibitors will be required to secure their own Chalets using their own padlocks, these will NOT be provided by WCEL. A key drop facility with the Control Room will be in operation should you need it.

WCEL will provide a steel bar for securing the doors of Chalets in the Outer Close which traders must use to supplement their own padlocks.

6. USE OF DATA

6.1 The Exhibitor 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 Winchester Cathedral Christmas Market. It will not be used by any third party without prior consent.

6.2 The Exhibitor gives permission for Exhibitor contact details as product description, as indicated on the Application Form, to be published on our website and in the Christmas in Winchester Guide.

6.3 The Exhibitor agrees to WCEL releasing the name and business address of the Exhibitor to any person complaining about any service or products supplied by the Exhibitor.

7. CANCELLATION BY WCEL & MARKET MODIFICATIONS

7.1 WCEL reserves the right:

7.1.1 to re-allocate Chalets, reduce the number of Chalets and/or redesign the layout of the Market to meet any operational requirements at our discretion. We will inform the Exhibitor in writing at the earliest opportunity;

7.1.2 to modify the dates, cancel or terminate the Market at any time on written notice in the event of adverse weather conditions, emergency situations, failure to be granted planning permission or any other reason beyond our reasonable control (which reasons shall include, without limitation, fire, casualty, epidemic or pandemic, accident, riot or war, act of God, government advisory or restriction or judicial order or enactment or the death of any member of the Royal family);

7.1.3 to immediately terminate by giving verbal or written notice having immediate effect 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 WCEL.

7.2 If WCEL cancels the Market or your allocated Chalet for any reason specified in clause 7.1.2 above, we will refund any fees paid to date (less any applicable card charges). If we modify the dates and reduce the number of days, we will refund the unused days at the applicable day rate.

7.3 No refunds or compensation of any sort shall be paid to Exhibitors who fail to attend the Market or as a result of termination where an Exhibitor has been instructed to cease trading due to non-compliance with any of these terms and conditions.