



Christmas Market at The Night Yard

1. Stall allocation – traders will be shown to their allotted stall area on arrival. The area used by the trader must not be exceeded in width or depth from that agreed in the Booking Form. Aisles must NOT be obstructed.
2. Traders are ONLY allowed to use their own stall within their allotted area if such has been previously agreed in writing with the event organiser.
3. Traders must be set up and ready for trading on the morning of the event by the time notified to them by the event organiser as the start of trading for that day.
4. Traders may only start to dismantle their stalls after the time notified to them by the event organiser.
5. All bookings are accepted on the understanding that traders operate solely at their own risk. The event organiser shall not be liable for any loss or damage to persons or property which traders may sustain, save where death, injury, damage or loss arises from the negligence of the event organiser, its employees, servants or agents.
6. Any damage or mess caused by any trader, their employees, servants, agents or any other person under their direction to the venue or its fixtures and fittings shall be immediately made good at that trader's expense.
7. All traders shall indemnify the event organiser against all liabilities, action costs, claims and compensation for injury or loss to any person or damage to or loss of any property arising as a result of their trading at the event or of any act, omission or negligence done or omitted by the trader, their employees, servants, agents or any other person under their direction, save where death, injury, damage or loss arises from the negligence of the event organiser, its employees, servants or agents.
8. Electrical equipment – any electrical equipment used by a trader MUST have a valid PAT certificate and can be presented to the event organiser if asked.
9. All traders must comply with the Health and Safety at Work etc Act 1974 and all and any regulations made thereunder.
10. In addition, all traders selling foodstuffs, or involved in the preparation, storage and handling of food intended for sale, must comply with current food hygiene and health and safety regulations, and further must provide evidence of their registration with their home local authority for the sale of foodstuffs along with their current Food Hygiene rating of a minimum of 3 stars, unless exempt. This is to be provided before the event.
11. Traders who are selling alcohol must provide, with their application, a copy of the personal licence for those who will be selling the alcohol at the event or permission to the seller if the License Holder is not there in person. Unless otherwise agreed in writing with the event organiser, alcohol sales are off sales only.
12. Each trader is advised to hold a valid insurance policy for public and products liability for claims up to £5,000,000 each and produce to the event organiser a copy of such before the event.

13. Traders shall promptly comply with all directions of the event organiser and its staff, and traders and their employees shall refrain from abusive or unseemly language or conduct and extend normal courtesy to the event organiser's staff, customers and other traders.

14. Payment – a payment of the stated sum, as previously agreed with the event organiser, must be paid in full once the invoice is provided. The total sum is a non-refundable payment. There will be no refunds made in respect of any trader cancellations. In the event of any cancellation by the event organiser before the event date, any balance which has already been paid will be refunded, such refund being the limit of the event organiser's liability to traders in such a situation and traders shall have no claim against the event organiser in respect of any resulting loss, whether pecuniary or otherwise, or any damage.

15. Should the advice, recommendation or requirement of the Government or Kent County Council, then the event organiser reserves the right to cancel the event up to 8am on 7th December 2024, in which case all payments made by traders to the event organiser shall be refunded, such refund being the limit of the event organiser's liability to traders in such a situation and traders shall have no claim against the event organiser in respect of any resulting loss, whether pecuniary or otherwise, or any damage.

16. Should the advice, recommendation or requirement of the Government or Kent County Council, then the event organiser reserves the right to cancel the event between 10am 7th December 2024 and the scheduled conclusion of the event at 3:00pm on 7th December 2024, in which case traders shall have no claim against the event organiser in respect of any resulting loss, whether pecuniary or otherwise, or any damage, and the trader's liability under these conditions shall not be reduced

17. In the event of any cancellation, abandonment, postponement or limitation of the event, or the need to relocate a stall position, or of any of the services provided thereat, resulting from unforeseen circumstances, circumstances beyond the control of the event organiser or an intervention by an outside authority or found necessary by the event organiser, traders shall have no claim against the event organiser in respect of any resulting loss, whether pecuniary or otherwise, or any damage and the trader's liability under these conditions shall not be reduced.

18. Stalls in The Eaves sit on traditional paving and as such all care and attention must be taken to avoid any spillages on the floor. Each trader must consider have a covering under their stall protecting the surface, dependant on what they are offering on their stall, and should there be any spillage they must immediately inform the onsite event organiser and be cleared up accordingly.

19. The event organiser reserves the right to alter the venue of the event and will not be liable to make payment of compensation and traders shall not be entitled to withdraw from their contracts.

20. Traders must not do nor permit to be done at the event anything which shall in any way be a nuisance or which, in the opinion of the event organiser, is contrary either to public good taste or the character of the event; nor sell or display goods or services which have not been stipulated on the booking form and agreed by the event organiser; nor organise any form of betting or gambling other than games of pure chance such as a tombola, all of which games must be agreed with the event organiser in advance.

21. Traders are responsible for the removal of all their rubbish from site at the end of the event.

22. Completion and submission of a booking application form will signify that these conditions have been read, understood and accepted.