



Holmes Chapel Christmas Market

Sunday 3rd December 2023

3.00pm to 7.00pm

MARKET INFORMATION

Holmes Chapel Christmas Market & Fair 2023 will take place on Sunday 3rd December. The market and Fair will operate from 3 pm until 7 pm. Please note this is one hour earlier than the 2021 market.

We plan to use 38 outdoor stalls, which will be located on The Square (A50), with up to 10 indoor stalls within the Scout HQ Hall. Food and drink will be available from the warmth of St Luke's Church Hall and there will also be a food and drink area off Parkway.

STALLS

Standard stalls are allocated a 2.74M x 1.21M serving space in a 3Mx2.74M gazebo (8 x traders per island, except section D which has 6 traders). All stalls will be fitted with festoon lighting included in the stall charges, providing plenty of light for stall holders and visitors. Any additional lighting provided by traders should be battery operated.

Inside stalls, located in the Scout HQ Hall will be allocated a 1.82M x 0.76M table.

APPLICATION PROCESS & GUIDANCE

The deadline for the first wave of applications is 29th September 2023. After this date, most stalls will be allocated, and we aim to let all applicants know the outcome of their application by Friday 6th October 2023. After the initial deadline, we will continue to accept applications which will be placed on a reserve list.

The market is extremely popular and unfortunately, we are not able to award a stall to every trader who applies; therefore, please provide all information requested and take time to describe your products and stall well to help us to make the allocations. Incomplete applications will be less likely to be allocated a stall if we have insufficient information.

We aim to create a mix of stalls blending arts, crafts, Christmas goods and food and drink. The following criteria will be used to award stall allocations:

- Locality (Holmes Chapel > Surrounding Villages > Cheshire > Northwest / Wales > Other)
- Products sold (we are looking for a blend of unique and quality items)
- Christmas (as a Christmas Market, seasonal touches to your stall are appreciated)

Traders who have previously traded at the Christmas Market will also be favoured. Failure to honour a booking at a previous Christmas Market (including late cancellations or no shows) or issues in previous years (consistent late payments, incomplete documentation etc.) will be considered when considering applications and may affect if your application is successful.

Traders are required to pay the stall fees on time and provide all relevant documentation; **bookings are not confirmed** until the payment has been received in full **and** all documentation is received. If payment and/or documentation are not received, then we reserve the right to forfeit your stall and it may be re-allocated to another trader from our reserves list.

RISK ASSESSMENTS & INSURANCE

We require **all** traders to submit to us a risk assessment and a copy of their Public Liability insurance. The risk assessment must detail how traders will assess and avoid any risk to themselves, other traders, staff and the public at the event; this may include trips, slips, falling stock, cash safety, risk from tools (e.g., box cutters, scissors etc.), adverse weather and any other risks as identified.

We also require a copy of each trader's Public Liability Insurance. If the insurance expires ahead of the beginning of the event (3rd December 2023) then traders will be required to ensure this has been renewed and that a copy has been provided to us ahead of the event. Traders whose insurance has expired who have not provided a copy of their renewed insurance will be reminded, however if traders have neglected to provide a copy of the renewed insurance, then we reserve the right to forfeit your stall and re-allocate to another trader on our reserves list.

AT THE EVENT

If you are awarded a stall to trade at the event:

- Traders are required to trade for the full duration of the event. We actively discourage early departure from the event where possible as empty spaces are unattractive to visitors and can affect the trade of neighbouring stalls. We would ask all traders to prepare enough stock to be present for the full trading hours of the event or in the case of an early departure that a member of staff is notified so that we can attempt to fill this space. Early departures without explanation to staff may affect future applications.
- Traders must be respectful of their neighbouring stallholders during the event. We would ask all traders to limit the number of people on your stall at any time to **TWO people** to allow adequate space for yourselves and traders around you to move without obstruction.
- Banners and promotional signage are permitted within the dimensions of your stall space **only**; if any signage encroaches onto another stallholder's space you will be asked to remove this

signage. We would ask that all traders ensure that banners and signs are properly secured in the event of poor weather to prevent any injury to yourselves, other traders, or the public.

- **Please note that traders are not permitted to bring animals with them whilst trading at the event.** Due to limited space available, cold winter temperatures and to respect neighbouring traders and their stalls/stock, any traders found to be in attendance with animals at the event will be asked to leave and future applications may be affected. 'Animals' includes household pets such as dogs, cats, rabbits and any other type of live animal. Exceptions will be made for service animals.

PAYMENT

Payment by BACs is preferred, however we will also accept a cheque. **Please note that bookings are not confirmed until payment is received.** If payment is not received within 4 weeks of your stall allocation e-mail, we reserve the right to forfeit your stall and re-allocate to a trader from our reserves list.

Any issues with payments in previous years such as late payments without reasonable explanation or stall forfeiture due to no payment will be noted and may affect future applications, so traders should aim to ensure all payments are made on time.

Our Bank Account Details are.

Account Name: Holmes Chapel Partnership

Sort Code: 20-51-08 Account No: 60219231

TERMS AND CONDITIONS

By completing and submitting the application form you are confirming that you have read, accept and agree to be bound by that the following terms and conditions:

Event: Holmes Chapel Christmas Market & Fair 3rd December 2023

Force Majeure Event: any event affecting the performance of any provision of this agreement arising from or attributable to acts, events, omissions, or accidents which are beyond the reasonable control of a party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, transport, disruptions, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body.

Stall Fees: The sums paid to Holmes Chapel Partnership for the provision of a stall at the Event

You: the applicant

HCP: Holmes Chapel Partnership

1. Payments for the Stall Fees are due from you within 4 weeks of your stall allocation, until the stall fees due are paid You do not have an entitlement to a stall at the Event.

2. If you need to cancel your stall for any reason and do so before the 17th of November 2023 then you will be entitled to receive a refund of the full stall fees paid less an administration fee of £5. Any cancellations made after this date will forfeit the full stall fees paid.
3. Neither party shall be liable to the other under this agreement for any loss, damage, cost, expense, or other claim for compensation arising as a direct or indirect result or breach or non-performance of this agreement due to a Force Majeure Event.
4. Under no circumstances shall HCP be liable to the You for any of the following, whether in contract, tort (including negligence) or otherwise
 - 4.1. any indirect or consequential losses.
 - 4.2. loss of revenue or anticipated revenue.
 - 4.3. loss of savings or anticipated savings.
 - 4.4. loss of business opportunity.
 - 4.5. loss of profits or anticipated profits; or loss of wasted expenditure
5. If the Event is cancelled for any reason (including, without limitation, by reason of a Force Majeure Event) HCP shall notify You of the cancellation as soon as possible. The parties agree that:
 - 5.1. HCP shall not be in breach of this agreement by virtue of that cancellation or abandonment.
 - 5.2. without prejudice to their rights and liabilities arising before this cancellation the parties shall, in respect of the period following the HCP's notice, thereafter, be relieved of their rights and obligations under this agreement in respect of the Event.
 - 5.3. HCP shall offer to You a refund if the reason for cancellation was an insured risk, foreseeable or under the control of HCP, subject to a 25% retention of the stall fees paid to cover administration and other Event costs.
6. Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by email or text message to the details provided on registration.
7. This agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.