

***KNARESBOROUGH CHRISTMAS MARKETS  
BOOKING CONDITIONS 2019***

In order to help the event run smoothly, we would like to draw your attention to the following Terms and Condition. Please read them carefully, as all arrangements are governed by them. On signing the attached Booking Application, you will be agreeing to accept the Terms and Conditions and you will be liable for the stand fee once you have confirmed your booking.

**1 - APPLICATIONS**

Knaresborough Christmas Markets (KCM) reserves the right to refuse your application without stating a reason for so doing. The stand occupied by each market trader will be decided by KCM. Although every effort will be made to accommodate requests for special position or requirements, KCM reserves the right to make any alteration deemed practical. Traders are not permitted to change stand locations.

**2 - CHANGE IN REQUIRMENTS**

Any changes in your booking requirements must be advised to KCM in writing.

**3 - CANCELLATION POLICY**

KCM will try to be flexible with regard to cancellation deadlines. Wherever possible we will sell your stall position to another stall holder. However, unless advised differently the following cancellation schedule will apply: -

Up to 6 weeks prior to the event	£60.00 non-refundable deposit
Within 6 weeks prior to the event	Charge in full unless medical/compassionate reasons accepted by KCM
No-show	Charged in full

**4 - PAYMENT**

We can accept cheques payable to “Knaresborough Christmas Markets” drawn on a UK bank only, All payments should be sent in Pounds Sterling. Alternatively payments may be made directly into our bank account. Details on application.

VAT will not be charged on invoices.

**5 - PAYMENT TERMS AND INVOICING**

You must submit your application with a non-refundable deposit of £60.00 unless you have opted to send payment in full to obtain the discount offered. Unsuccessful applicants will be notified and the deposit or payment sent refunded to you.

Full payment will be required with 14 days of notification of your successful application. Non-compliance will result in the offer being withdrawn and your stand location being offered to another applicant.

Any changes made after the final invoice has been issued will be taken into account in a supplementary invoice or credit. Payment of any supplementary invoices or outstanding balance must be made by return.

## **6 - SIGNAGE**

No signs, placards or advertisements may be erected on any part of the event without written authorization from KCM.

## **7 - SETTING UP/BREAKING DOWN**

Setup and break down times will be communicated by KCM management. There will be no breaking down of the stands until the advertised end time of the event unless directed by KCM management.

Vehicles must be removed from the events site immediately upon unloading KCM management will direct you to the designated park and ride areas.

## **8 - TRADERS INSURANCE**

Each trader must assume complete responsibility for insurance of his property and make arrangements to guard against its loss or damage whatsoever its cause. The trader will assume responsibility for the erecting and assembly of his exhibits. It is also the responsibility of each Trader to both ensure and insure the safety of himself and his staff and all of his and their property before during and after the event. At no time will KCM be held responsible for the loss or damage to any exhibit or property item associated therewith.

## **9 - INSURANCE OF PROPERTY**

KCM, its officers and staff shall not be responsible to any person whatsoever whilst on the event area or whilst entering or leaving. The same for personal injury fatal or otherwise, suffered by such person unless to any act of neglect by KCM. Traders will be wholly responsible for any claim or action in respect of any such injury suffered by any person or persons whom they employ or engage.

KCM shall not be responsible to any person whatsoever for any damage, theft or other loss howsoever caused in respect of other traders goods or property in transit to or from the event, throughout the duration of the event day and night.

## **10 - SPECIAL CLAUSE**

KMC reserves the right to cancel all arrangements and bookings if the payment schedule is not met. If a deposit has been paid, this will be forfeited.

## **11 - FORCE MAJEURE**

KCM will not be liable for any loss or damage arising out of or in connection with the event where the event and/or prompt performance of the contract is prevented by reason of war or threat of war, riot, civil strike, industrial dispute (affecting employees or any person other than those of the company), terrorist activity, natural and nuclear disasters, fire, adverse weather conditions, hostilities or political unrest and other similar conditions beyond the control of KMC.

## **12 - ALTERATIONS AFTER ARRIVAL MADE BY CLIENT**

Any alterations or abandonment of participation after the start time of the event will be in breach of the contract and will not be accepted as any basis of a claim against KCM and no refunds will be made.

## **13 - COMPLAINTS**

KCM is ultimately responsible for the smooth running of the event. Please ensure that you communicate any problems with the services provided during the event as soon as they occur. Members of the KCM committee will be on site during the hours of operation of the market, and security staff overnight.

If you do not follow this procedure we cannot accept responsibility, as we will have been deprived of the opportunity to investigate and rectify the problem.

KCM will not accept any liability in respect of any query, which is not reported to in writing within seven working days of the end of the event.

## **14 – GENERAL DATA PROTECTION REGULATIONS**

In order to comply with the 2018 changes to Data Protection Regulations, traders will not receive communications from KCM relating to future years events unless they answer Yes to the consent clause on the Application form. This is in order to ensure that we comply with legal requirements. KCM has not, and will not in future, sell or pass on any trader information to third parties for commercial purposes without your specific permission.