



Knutsford Christmas Market

Saturday 27th November &
Sunday 28th November 2021

MARKET INFORMATION

Due to the ongoing Covid-19 (Coronavirus) pandemic, we may have to impose some restrictions at our 2021 market. Whilst we hope we will be able to organise a more traditional market, if restrictions are imposed later in the year changes may have to be made to the event set-up. We will continue to communicate with all traders and should any changes be required, these will be communicated ASAP.

Knutsford Christmas Market 2021 will take place on Saturday 27th and Sunday 28th November 2021. The Saturday market operates from 12-7pm to include the parade at 5pm and Christmas Light Switch On at 6pm. The Sunday market operates within more standard hours from 11am-4pm.

Standard stalls are traditionally located on Princess Street and Silk Mill Street, with a food and drink arena in Canute Place for hot food and drink on Saturday, with these stalls moving to outside Lost and Found on Princess Street on Sunday.

STALLS

Standard stalls are allocated a 3M x 1.5M space in a 6Mx3M gazebo (4 x traders per gazebo). A limited number of double spaces are available to traders who require this due to size and type of stock. Each stall is allocated a 6ft x 2ft trestle table. Additional tables can be supplied if needed at a further cost to a limited number of stalls, although please bear in mind that an extra table does not guarantee you extra space and will only be offered to stalls located on the corner of a block of stalls to avoid overcrowding for other traders in shared gazebos. 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.

Instant consumable stalls are allocated space dependant on the size of their gazebos or units. Your own units are preferred however we can provide a 3Mx3M gazebo if required. Electricity supply is available to instant consumable stalls as required.

APPLICATION PROCESS & GUIDANCE

The deadline for the first wave of applications is **Friday 13th August**. After this date, the majority of stalls will be allocated and we aim to let all applicants know the outcome of their application by **Friday 10th September**. After the initial deadline (13th August), we will continue to accept applications if there

are any vacancies until the market is full. In order to have the best chance to be awarded a stall, please endeavour to submit your application by this first deadline of 13th August.

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 (Knutsford > Surrounding Villages > Cheshire > North West / 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 taken into account 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 are asking that traders still include Coronavirus information on your risk assessments. Despite the planned easing of restrictions, we are unsure of what situation we will be in later in the year and as such we would ask that all traders still include Coronavirus information on your risk assessments so that if any measures are required we can see how traders plan to keep themselves and customers safe.

We also require a copy of each trader's Public Liability Insurance. If the insurance expires ahead of the beginning of the event (28th November) 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 until this is received; if following multiple chasers 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

An invoice will be emailed to you with your stall confirmation and this must be paid **within 4 weeks** of receipt of invoice to guarantee your booking. Payment by BACs is preferred, however we will also accept a cheque. **Please note that bookings are not confirmed until payment is received**; if your payment is not received by the deadline, we will issue a reminder with a new deadline of 2 weeks. If payment is not received by the new deadline, we will issue a final reminder and warning requesting payment within one week. If payment is still not received by the final deadline, 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.

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: Knutsford Christmas Market being held on 27th and 28th November 2021

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 the Council for the provision of a stall at the Event

You: the applicant

KTC: Knutsford Town Council

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 28th October 2020 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 KTC 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) KTC shall notify You of the cancellation as soon as possible. The parties agree that:
 - 5.1 KTC 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 KTC's notice, thereafter be relieved of their rights and obligations under this agreement in respect of the Event.

- 5.3 KTC shall offer to You a refund if the reason for cancellation was an insured risk, foreseeable or under the control of KTC, 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.