



CONTRACTOR TERMS AND CONDITIONS - MARKETS

In these terms and conditions the phrase "organiser" refers to Shire Hall Historic Courthouse Museum and the term "contractor" refers to the person making an application to either trade, exhibit, cater, perform or demonstrate at the museum and/or their employees.

Booking & Payment Terms:

Payment TO Shire Hall Historic Courthouse Museum (Traders, Exhibitors, Caterers)

1. The Contractor must apply for a stall and bookings will be finally confirmed following receipt of the completed official application form, any required supporting documentation, and full payment.
2. On receipt of the Contractor's request, the organiser will confirm if their application has been accepted and issue an official application form together with details for making payment of the appropriate fee(s). Final confirmation of your booking will follow from the organiser. *Please note that the organiser has the right to refuse booking, even when the above is completed.*
3. NB : Full payment of the pitch fee is required prior to the event. Payment will be accepted either by bank transfer or by cheque.
4. All charges listed are inclusive of VAT.
5. A receipt will be sent to the contractor upon their request once full payment has been received by the organiser.

Payment FROM Shire Hall Historic Courthouse Museum (Entertainment & Living History) All charges which are negotiated should be inclusive of VAT where applicable.

6. Full payment for entertainment and living history bookings will normally be made after the event and on completion of the services being provided to Shire Hall, unless specifically agreed otherwise.
7. Should a deposit or full payment be agreed in advance, the conditions for making refunds as shown below, will apply.

Cancellations:

Due to the current COVID pandemic

8. If the organiser is forced to cancel the event due to Government guidelines which restrict the extent of its operation, the contractor will, in the first instance, be offered the opportunity to transfer their booking to a later date, or if that is not acceptable, the Contractor will be entitled to request and receive a full refund for the period of the event concerned.

Other Conditions

9. If a contractor fails to occupy the space allocated to them by the required time on the day of the event the organiser reserves the right to reallocate the space. No refunds will be given should the contractor fail to show up.
10. For all events the following cancellation policy will apply:
 - a) If the contractor chooses to cancel their booking within the period of between 3 and 6 months prior to the event, a full refund will be returned upon request.
 - b) If the contractor chooses to cancel their booking within the period of between 3 months to 4 weeks prior to the event, 50% of their fee will be returned upon request.
 - c) If the contractor chooses to cancel their booking less than 4 weeks prior to the event no refund will be offered.

Pitch & Specification (Traders, Exhibitors, Caterers)

11. The above terms are based on the original booking for an event. No refund will be offered should the contractor wish to reduce their pitch size after the original booking has been made.
12. If the contractor's pitch requirements change after booking their pitch, this will be subject to availability.
13. The space booked and confirmed by the contractor must include sufficient room for all aspects of their stand, e.g. display units, tables, racking, rails, and accessories. If upon inspection the contractor is found to have breached this condition they will be asked to remove the articles. Failure to do so may result in the contractor being asked to leave the venue.
14. The organiser reserves the right to change the layout and location of the event space without prior notice. The contractor must adhere to the layout confirmed by the organiser.
15. The contractor will have the right to request a pitch within a specific area, but this does not necessarily guarantee the same pitch as in previous years if they are a returning contractor.
16. Preference on space location is provided where possible, however this is under the organiser's discretion and pitch spaces cannot be reserved or guaranteed. The organiser reserves the right to move pitch allocations, regardless of previous discussions if needed.
17. No roving sales are permitted by the contractor unless previously agreed by the organiser.
18. Sub-letting or sub-contracting of pitches by contractors is prohibited.
19. Stands and exhibits are expected to be of a high standard. The organiser reserves the right to remove any untidy stands.
20. Contractors must man stands at all times during the event opening hours.
21. Contractors manning stands alone must be at least 16 years of age.
22. Access routes should not be obstructed by the contractor pitch under any circumstance.
23. Any contractor found to be trading/performing outside of the agreed event hours may have their pitch forfeited by the organiser for the remainder of the event, unless contractually agreed. No refunds or compensation will be given in this instance.
24. All pitches sold by the organiser do not include power or water.
25. If the contractor requires an electricity or water supply for their stand, this should be requested in the booking form. Confirmation will come from the organiser. There is a small charge for this service.

26. Where electricity is required, the contractor will have all equipment PAT tested and cables kept away from general public pathway.
27. The contractor must ensure that they bring extension leads to the site to access power. This will not be supplied by Shire Hall.

Performance/Demonstration Space & Specification (Entertainment & Living History)

31. The above terms are based on the original booking for an event. Should the contractor wish to reduce their demonstration/performance size or length a discount will be required.
32. If the contractor's space and/or technical requirements change after booking their services, this will be subject to availability. The space and times booked and confirmed by the contractor must include sufficient room for all aspects of their performance including technical equipment and performance/demonstration space. If upon inspection the contractor is found to have breached this condition they will be asked to adjust their set up. Failure to do so may result in the contractor being asked to leave the venue and a refund provided to Shire Hall.
33. The organiser reserves the right to change the layout and location of the event space without prior notice. The contractor must adhere to the layout confirmed by the organiser.
34. The contractor will have the right to request a space within a specific area, but this does not necessarily guarantee the same space as in previous years if they are a returning contractor.
35. Preference on space location is provided where possible, however this is under the organiser's discretion and spaces cannot be reserved or guaranteed. The organiser reserves the right to move allocations, regardless of previous discussions if needed.
36. No roving sales or performances are permitted by the contractor unless previously agreed by the organiser.
37. Sub-letting or sub-contracting of spaces or sets by contractors is prohibited.
38. Contractors take responsibility of their equipment throughout the duration of the event. Shire Hall accepts no responsibility to loss or damage of the equipment during the contractor's engagement for the event.
39. Contractors performing must be at least 18 years of age or managed with suitable adult supervision.
40. Access routes should not be obstructed by the contractor's performance space under any circumstance.
41. Any contractor found to be performing outside of the agreed event hours may have their agreement forfeited by the organiser for the remainder of the event, unless contractually agreed. No refunds or compensation will be given in this instance.
42. Where electricity is required, the contractor will have all equipment PAT tested and cables kept away from general public pathway.
43. The contractor must ensure that they bring extension leads to the site to access power. This will not be supplied by Shire Hall.
44. The contractor agrees to adhere to any sound levels set by the venue in order to ensure licencing requirements are met. Should the contractor fail to do so, their set will be cancelled and no refund will be given.

Security: (All)

45. Where overnight security is provided, equipment is left on site at the contractor's risk. The organiser takes no responsibility for damage or loss to items left on site.

46. The organiser has the right to conduct relevant security checks to items or personnel where deemed appropriate.

Health and Safety: (All)

47. It is the contractor's responsibility to comply with all health and safety and fire regulations. Detailed risk assessments are required for all events. Copies should be sent upon application.

48. All stands/performances with high fire risks must have a fire extinguisher present on their stand throughout the event.

49. Caterers are required to provide in date copies of Food Hygiene Certification and rating at the time of booking. Failing to do so will forfeit their right to trade at the event.

50. The contractor is responsible for ensuring that all equipment is safe for the public to view and handle. Any injury obtained from the contractor's equipment or products will be the responsibility of the contractor and not a liability of the organiser.

51. The organiser will provide sufficient first aid cover for visitors on site at the event. Where deemed appropriate, as an employer, the contractor should ensure basic first aid cover is available for their employees.

52. Emergency procedures must be followed in the event of an emergency.

53. No bags should be left unattended at any time. If the contractor witnesses anything suspicious they must advise the organiser. Suspicious activity can come in the form of equipment, but also personnel.

54. Strictly NO DOGS on the site other than registered Assistance Dogs.

55. The organiser will monitor general health and safety for the duration of the event. The organiser conducts checks where deemed appropriate and ensure all terms and conditions within this document are being adhered to. Failure to comply could result in being asked to leave the site.

Products: (Traders, Exhibitors, Caterers)

56. The contractor is responsible for all equipment brought onto site and for ensuring that all insurances are obtained and contractual obligations met.

57. On no account should any goods be sold/services provided that infringe any copyright or trademarks. Any penalties resulting from failure to comply will be in no way associated with the organiser. Trading standards advice can be found on www.businesscompanion.info

58. Contractors must be on site to receive any deliveries. The organiser will not accept deliveries on the contractor's behalf or supply storage for any items. This includes deliveries of equipment required by the contractors

59. The contractor is responsible for any faulty or mis-described goods sold. The organiser will accept no responsibility for any contractual liabilities of the contractor. In the event of a contractual dispute, the contractor's business details may pass to the "injured party".

60. Goods deemed as unsuitable for public purchase should in no way be brought on site. For example the following are not acceptable: ☒ Bladed items, including swords, knives, bayonets, axes, machetes. ☒ All Firearms, including air soft, BB, replica and deactivated. ☒ Missile weapons including bows, crossbows and slingshots. ☒ Nazi/SS Memorabilia, ☒ Livestock, tobacco products, radar equipment, age restricted products or items deemed unsuitable by Shire Hall, or the Police. If you are concerned about any of your products being unacceptable please contact the organiser prevent for advice and before booking your space.

Litter: (All)

61. Contractors must leave their pitch space in the condition they found it in. Should any damage be made, the organiser will charge the repair cost to the contractor.
62. Contractors are not to leave any waste behind, including food. It is the contractors responsibility to take this away as the organisers are not responsible for clearing this up.
63. Where a refuse point is available, this will be advised by the organiser. Otherwise, all litter should be taken with the contractor post-event.
64. Failure to comply with any of the above could result in a penalty clean up fee from £50.00 (ex VAT) and not being invited back to contract at the museum in the future.

Personal conduct: (All)

65. The contractor is responsible for any damage to museum property and/or other supplier's equipment on site, taking full responsibility for all measures required to rectify the situation.
66. Whilst on the organiser's site, all persons are to conduct themselves in a professional and courteous manner and must not give offence to others.
67. The organiser holds a no tolerance policy to any anti-social behaviour directed towards staff. This behaviour may result in the contractor being asked to leave the site and/or being unable to trade with the organiser in the future.
68. Any person under the influence of alcohol or drugs, behaving erratically or disturbing other Museum visitors or staff may be deemed a risk and will be asked to leave immediately. Failure to do so may result in the police being called.

General Site Conditions: (All)

68. The contractor has the same access as visitors, unless advised otherwise pre-event.
69. Any barriers placed in or around the event/function by the organiser must not be moved.
70. Car park at rear of building can be used as a loading area before and after the event, but any vehicle must be moved to a public carpark for the event itself.

(COVID)

71. COVID guidelines are subject to change. All are dependant on regulations provided by the Government. All contractors will be notified of these guidelines before the event.
72. All contractors are required to follow Government and organiser COVID guidelines whilst in the building. These may include wearing face coverings, keeping a safe distance from customers and other contractors and adhering to the one way system in the building. All guidelines will be communicated to contractor before the event.

I agree to abide and be bound to these Terms and Conditions issued by Shire Hall Historic Courthouse Museum.

Signed: _____ Date _____

Print Name: _____