

# Terms and Conditions

Last revised: November 2023

## Dates

Christmas Market will run from 14th December – 23rd December 2023

## Opening times

Sunday - 12.00noon – 6pm

Monday - Thursday 12.00 noon-7pm

Friday – Saturday 10am – 8pm

The market will close at 5:00pm on 23<sup>rd</sup> December 2023

## Eligibility/Categories

This Market is for categories within:

- Food & Drinks Vendors
- Art & Craft Stalls
- Entertainment & Games
- Other (please specify)

E.G. members of Laois Taste, Community Groups, bespoke/artisan craft makers, greengrocer(s) (fruit & Veg).

Applicants must be located in the County of Laois.

## Setting-up

Provision will be made for stallholders to bring vans and vehicles close to the market for unloading and loading every day. To ensure a smooth coordination of logistical and promotional activities, we require all stalls to be fully set up by December 13th. This advance setup is essential for facilitating the organization and marketing of the event. Precise details regarding the setting-up times will be sent out 2 weeks prior to the 14<sup>th</sup> December 2023.

Laois County Council retains the discretion to assign stall locations as deemed appropriate for the overall layout and flow of the event. We assure all participants that these decisions are made impartially, with no preferential treatment afforded to any stallholder regarding their stall placement.

## Top-Up Deliveries

Provision will be made for all Stallholders for unloading and loading every day.

## **Unlicensed & Counterfeit Goods**

No unlicensed or counterfeit products are allowed at the Christmas Market.

## **Stall operation**

Laois County Council will decorate the outside of all the stalls. Using space beyond the front of a stall is subject to the Laois County Council's discretion, and may be subject to change at any time. No alterations or additions are to be made to the fixtures or fittings in the stall. The stallholder must provide their own, chairs, shelving, display cabinets etc. Each stallholder must display their wares in an attractive way with a Christmas theme. At the end of the Christmas Market the stallholder must remove all additional shelving and other fittings erected by the stallholder. Stallholders must ensure that their stalls are staffed at all times and for every trading day of the market. Please note that stallholders will not be allowed to open late or close before the closing time – except with the permission of the Laois County Council in an emergency.

## **Public Liability Insurance**

All stallholders trading at the Laois Christmas Market must hold Public Liability Insurance the minimum cover is €6.5m. The stallholder is required to provide Laois County Council with a copy of the insurance documentation and proof of payment of the insurance premium no later than 16<sup>th</sup> November 2023. Any stallholder who fails to provide this information will not be permitted to set up their stall at the Market site and will forfeit the stall rental fee.

**A contribution of €250 will be payable to Laois County Council for all exhibitors/stall holders.**

## **Electric Supply**

Electricity supply will only be provided to the food catering area stalls, no other stalls will be provided with power.

## **Heating**

The use of any heat producing electrical appliances such as fan heaters and kettles together with any gas fuelled appliances are strictly prohibited.

## **Naked Flames**

Naked flames are not permitted within the market site – therefore items such as candles will not be allowed to be lit whilst on display.

## **No Smoking & Vaping**

No stallholder will be allowed to smoke/vape within or around the market area. Please note the grounds of Laois County Council is a no smoking area.

## **Alcohol**

The consumption and selling of alcohol by stallholders or their staff is not permitted.

## **Portable Appliance Test Certificate**

Stallholders who use electrical equipment are required to provide Laois County Council with a valid safety test certificate for each appliance prior to the start of the market. The stallholder shall be liable for meeting the costs of repairing any electrical faults caused at the market site by the stallholder's use of electrical appliances. In this event, the stallholder shall be invoiced directly by the electrician.

## **Waste & Recycling**

Stallholders are responsible for flattening and removing their own packaging, boxes and other rubbish at the finish of each day. Any additional rubbish acquired during the day must not be allowed to build up beside the stall, and must constantly be removed, in order to keep the appearance of the Christmas Market as attractive as possible at all times.

## **Limit of liability**

Laois County Council will not be held responsible in any way for any loss or damage to a stallholder's merchandise, property or personal effects and the stallholder should take out appropriate insurance to cover such risks.

## **Security**

Whilst the carpark will be locked at night during the dates for the Christmas Market, Stallholders are advised to take out their own personal insurance and to ensure their stalls are properly secured at night.

## **Payment**

Once your application form has been approved, you will be sent a copy of the Laois Christmas Market Terms & Conditions for signing and return together with the fee of €250.00 (receipt can be submitted). You will then receive a letter confirming your acceptance into the market. Completed application forms together with payment in full to be received by 20<sup>th</sup> November 2023.

## **Cancellation**

Laois County Council reserves the right to change the dates or times of the Christmas Market or to cancel the Christmas Market if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, licensing restrictions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes. In the event that the stallholder wishes to cancel its booking, it must notify Laois County Council in writing.

## **GDPR**

The Council reserves the right to publish photographs of the stalls and use the images in future promotions.

## **Marketing & Promotion**

Laois County Council plans to feature your business in various online and offline promotional activities for the Christmas Plaza Market. We view this as a valuable opportunity to enhance your visibility and attract visitors. If you are not in agreement with this approach, please inform us by responding to us in writing. In the event we do not receive any written correspondence indicating your preference not to participate in these promotional efforts, we will proceed with the understanding that you are in agreement with the inclusion of your business in our marketing materials.

## **Additional Conditions**

The stallholder must comply with these Terms and Conditions at all times. Laois County Council reserves the right to remove a stallholder from the market site in the event that a stallholder is found to be in breach of any of these Terms and Conditions. Laois County Council reserves the right to object to anything in any way associated with a stall, which is not deemed appropriate, suitable or benefitting the appearance/ethos of the Christmas Market. The stallholder shall comply immediately with any requests made by Laois County Council in this regard.

**All Stallholders must empty their stalls by 6pm on 23<sup>rd</sup> December 2023.**

**Signature:** \_\_\_\_\_

**Block Capital:** \_\_\_\_\_

**Date:** \_\_\_\_\_