

# Dulwich College Christmas Fair

## Terms & Conditions

Allocated Space/Pitch	shall mean the space/pitch and size of pitch allocated to the Trader by the College;
Applicant	means the person named as such on the Application;
Application	an application made in the prescribed form via the Fair Website;
College	means Dulwich College (company number 8208764 and registered charity number 1150064
College Grounds	means the grounds of Dulwich College, Dulwich Common, SE21 7EW or such other grounds as the College may use to stage the Event
Deadline for Applications	means the date by which an Application must be received as specified on the fair Website;
Event	means the Christmas fair staged by the College;
Event Staff	means any staff employed by the Organisers or volunteers assisting the Organisers in running the Event;
Fair Website	means the website containing full details of the Dulwich College Christmas Fair located at the URL <a href="http://web.dccf.org.uk">web.dccf.org.uk</a>
Notification Date	means the date on which Applicant is notified of the outcome of an Application as specified on the Fair Website;
Offer	means an offer made by the Organisers to a Successful Applicant;
Organisers	means the College;
Payment Deadline	means the date by which payment must be received in respect of a Successful Application as notified to the Successful Applicant on the Notification Date;
Reserve List	means a list of Applications which are not Successful Applications but which are held in reserve as at the Notification Date;
Stall	means a location (including, where applicable and specified by the Organiser in the Offer a trestle table and chair) of the size set out in the Offer
Stall Holder	means any person named in an Offer as being responsible for a Stall and any other person who the Organisers reasonably deem to be responsible for such Stall during the Event;
Successful Applicant	means any person who has made a Successful Application;
Successful Application	an Application in respect of which the Stall Holder making the application is notified of success by the Notification Date;

## 1. Applications

- 1.1. All Applicants must read and agree to these Terms and Conditions prior to submitting the Application.
- 1.2. All Applications are considered by the Organisers. There is no guarantee that Stall Holders who have participated in previous years will be offered a place this year. The submission of an Application and all supporting documentation does not constitute an offer on the part of the Organisers. The decision of the Organisers is final and binding.
- 1.3. The Organisers do not guarantee any location and reserve the right at our absolute discretion to direct Stall Holders to occupy alternative Stalls at any time.
- 1.4. Successful Applications will be offered a Stall and must accept the Offer by the date and using the method specified therein.

## 2. Legal Compliance, Indemnity and Disclaimer

- 2.1. Health and Safety: Stall Holders represent and warrant that they are, and will remain, in compliance with all relevant legislation in terms of Consumer Protection, Food Safety, Trading Standards, Health & Safety and the requirements of Southwark Borough Council. Stalls will be inspected during the Event and those deemed by the organisers not to comply with good practice and general safety requirements will not be permitted to trade and will be asked to leave the Event.
- 2.2. Risk Assessment: All Stall Holders are required to have carried out a careful assessment of the potential risks associated with their activity and may be required to submit a written copy of this on request.
- 2.3. Insurance: All Stall Holders should hold Public Liability Insurance with a minimum cover of £2 million to cover the period of the Event. Stall Holders holding such insurance must supply evidence of such insurance with their Application and warrant that such insurance will remain in force for the duration of the Event. In the event that a Stall Holder does not hold such insurance this must be noted on the Application Form.
- 2.4. Alcohol Disclaimer: All Stall Holders who intend to sell alcohol at the Event must sign a disclaimer at the time of making their application and warrant that such disclaimer will remain valid as at the date of the Event. It is strictly prohibited to sell alcohol to anyone under 18 years.
- 2.5. Data: By making an Application the Applicant and Stall Holder gives consent for their personal data and for their business details to be stored on an electronic storage and retrieval system and processed by the Organisers in accordance with the Data Protection Act 2018.

## 3. Stall Holder Conduct

- 2.6. Stall Holders shall cooperate and comply with all reasonable requests and all other rules and regulations that may be advised from time to time by the Organisers and Event Staff. Rude and aggressive behaviour on College Grounds will not be tolerated and the Organisers shall be entitled to terminate a Stall Holder's licence forthwith for any breach by a Stall Holder or Applicant of this clause and remove from the College Grounds any person who is, in the reasonable opinion of the Organisers, disorderly or objectionable.
- 2.7. The Organisers shall, in their absolute discretion, be entitled to refuse to permit any item to be brought into or to require any item to be removed from the College Grounds.

- 2.8. The Stall Holder must not take, or permit to be taken, any photographs or conduct any recording or filming at the College at any time, except with the prior written consent of the Organisers and subject to agreement as to the use of the photographs/recording. If the Organisers grant such permission, a facility fee may be charged by the Organisers. Photography of children is strictly prohibited.
- 2.9. The Stall Holder shall:
  - 2.9.1. keep the area surrounding their Stall clean, tidy, undamaged and free of rubbish throughout the Event and leave it in the same condition at the end of the Event;
  - 2.9.2. not use the Stall in such a manner as to cause nuisance, annoyance or inconvenience of other Stall Holders, visitors or neighbours of the College;
  - 2.9.3. comply fully with all statutes, rules, regulations, orders, bye-laws or other requirements, whether for ensuring public order safety or decency or for any other purpose whatsoever affecting the use of the College and the Stall for the purpose for which it has been hired and with all requirements of the Health and Safety Executive or the police and fire authorities and of the Organisers; or
  - 2.9.4. not bring (and will ensure that none of its staff, contractors or guests brings) illegal drugs or other illegal substances onto College Grounds.

### 3. Payments

- 3.1. All payments must be made by the payment deadline specified in an Offer and shall be made online using PayPal.

### 4. Refunds

- 4.1. In the unfortunate event of a Stall Holder cancelling attendance at the Event after payment has been received we will provide:
  - 4.1.1. a full refund if written notice of cancellation is received prior to midnight on the date falling eight weeks prior to the Event; or
  - 4.1.2. a 50% refund if written notice of cancellation is received prior to midnight on the date falling four weeks prior to the Event.
- 4.2. If the College cancels the Event at any time prior to the start of the Event, the Stall Holder will receive a full refund.

### 5. Onsite Parking

- 5.1. Stall Holders who need to bring their stock and other materials onto site by vehicle will require a parking space.
- 5.2. Spaces will be charged at the rates specified in the Application.
- 5.3. Stall Holders who have not paid for their parking space prior to the date of the Event will not be permitted to enter the College Grounds with a vehicle. No late payment on the day will be accepted to gain access.
- 5.4. Stall Holders who have paid for vehicular access will be issued with a numbered parking permit valid for the relevant Event. Access will only be granted if a valid permit is displayed on the vehicle attempting to gain access.

- 5.5. On arrival, Stall Holders will be directed to their designated parking space and must transport their stock and other items from the parking space to their Stall. Vehicles must remain **static** on site for the duration of the Event.
- 5.6. Vehicles will be allowed to enter the College Grounds between 7am and 9am only. Once parked, vehicles may not be moved until 3.15pm or such other time as the Organisers may notify you of from time to time

## 6. Programme and Website Listings and Featured Stall Listings

- 6.1. The Organisers will use reasonable endeavours to ensure that any listings to which the Applicant is entitled by a Successful Application shall be delivered but does not undertake to do so in an uninterrupted fashion, or at all.

## 7. Availability of Wi-Fi

- 7.1. No wifi is available in 2020.

## 8. Extent of Rights

- 8.1. Full details of locations and capacities of Stalls are shown on the Fair Website. No changes may be made after a Successful Application has been paid for and Event Staff are not authorised to make any changes on the day of the relevant Event.
- 8.2. Stall Holders who:
  - 9.3.1 attempt to use more space, or a space other than that which has been allocated to them in the Successful Application; and/or
  - 9.3.2 failure to follow the instructions of Event Staff or the Organisers, will be asked to leave the College Grounds and no refund shall be payable in such circumstances.

## 9. Set up

Stall Holders shall be given access to the College Grounds for the sole purpose of setting up their Stall from 7am on the day of the Fair.

- 9.1. To the extent specified in the Offer each Stall Holder will be provided with a 6 ft x 2 ft trestle table, and a chair, unless they have specified they do not need them. Please do not remove the labels on the tables. Stall Holders are expected to bring their own table coverings.
- 9.2. Stall Holders should arrive prepared to transport their stock from the car to their Stall using their own trolleys or other equipment suitable for the task. The Organisers may provide a limited number of individuals to support and/or marshall this process but assistance cannot be guaranteed.
- 9.3. Stall Holders shall be required to transport their stock from their Stall to their vehicle at the end of the Event using their own trolleys or other equipment suitable for the task.

## 10. Power

- 10.1. Power supply is limited and is allocated only where notified in response to a Successful Application. All power provided for lighting assumes standard table lighting and no high-powered halogen lights or naked flames including, without limitation, candles and tea lights, will be allowed.
- 10.2. Power is charged for at the rate specified on the Fair Website and must be paid for in accordance with the instructions and by the time set out in the Offer.,
- 10.3. Stall Holders may bring battery operated lights if required.

- 10.4. All electrical appliances and lights, etc. must have PAT test confirmation stickers and should any appliances be faulty, or not comply, the Organisers reserve the right to unplug and remove the appliance.

## 11. Liability of the College and the Organisers

Except in respect of death or personal injury caused by the College's or the Organiser's negligence or default, each of the College and the Organisers excludes liability to the fullest extent permitted by law for loss or damage suffered by the Stall Holder or any person attending the Event or any other person involved directly or indirectly with the Event which arises out of or in connection with the use of the College and/or the Stall for the purpose of the Event.

## 12. Indemnity

Without prejudice to any other right or remedy available to the College or the Organisers the Stall Holder shall indemnify and keep indemnified the Organisers and the College against all claims, damages, liabilities, actions, costs, fees, and expenses (including professional expenses) suffered or incurred by the Organisers or the College: (a) as a result of the Event; or (b) arising out of the Stall Holder's and its employees' and sub-contractors' use of the College and/or the Stall; or (c) resulting in any way from the conduct of any of the persons attending the Event; or (d) arising out of any breach of this Agreement by the Stall Holder.

## 13. Termination

- 13.1. This Agreement shall continue in force unless terminated earlier either for cause under clause 13.2 below or for convenience, by either party giving the other at least two months' prior written notice of termination, such notice to expire no earlier than 2 months from the date of this Agreement.
- 13.2. The Organisers may terminate this Agreement with immediate effect by giving notice in writing to the other party if the other party:
  - 13.2.1. commits a material breach of any of its obligations under this Agreement which if remediable is not remedied within 30 days of the terminating party's written request to cure the breach or, if the breach occurs on the day of an Event (including any breach of clause 4), as soon as reasonably practicable after being asked to do so by the Organisers or Event Staff;
  - 13.2.2. fails to pay any sum due and payable by it under this Agreement within 15 days of the terminating party's written request; or
  - 13.2.3. goes into liquidation, has an administrator, administrative receiver, receiver or manager appointed over the whole or any part of its assets or business, makes any composition or arrangement with its creditors generally, becomes insolvent or ceases trading, or if it threatens to do any of the foregoing.
  - 13.2.4. without any refund or compensation becoming due to the affected Stall Holder.

## 14. Entire Agreement

This agreement and the Application shall together represent the entire understanding and constitute the whole agreement between the parties in relation to its subject matter and supersede any previous discussions, correspondence, representations or agreement between the parties with respect thereto.

## 15. Amendment and Variation

No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 16. Force Majeure

A party (affected party) shall not be liable to the other party for any failure to perform the Agreement caused by circumstances outside the reasonable control of the affected party.

## 17. Notices

Any notices given under this Agreement must be in writing and delivered to the College or to the address of the Applicant as set out in the Application or such alternative address notified to the other party under this clause. They shall be deemed given when delivered to such address in accordance with this clause.

## 18. Third party rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

## 19. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## 20. Governing Law

This agreement shall be governed by and construed in accordance with the laws of England and Wales.

By submitting an Application, I confirm that I (the Applicant) and any Stall Holder nominated by me to run the Stall on my behalf during the Event will operate within these terms and conditions. A copy of these terms and conditions will be retained and the content passed to all personnel working at the Stall or having access to College Grounds during the Event.