



**Woburn Luxury Christmas Gift Fair
in aid of the NSPCC
on Tuesday 15th November and Wednesday 16th November
2022 at the Safari Lodge, Woburn Abbey**

General Information

Dear Stallholder

The Woburn Luxury Gift Fair Committee are delighted that you would like to apply to have a stall at our Luxury Gift Fair on 15th / 16th November in Woburn Abbey's Safari Lodge hosted by Her Grace, The Duchess of Bedford.

The event will be from 6pm till 9pm on Tuesday 15th November and from 9-4pm on Wednesday 16th November with setting up time on Tuesday 15th November from 1.00pm – 6.00pm.

Cost:

- £110 per stall for a 6 foot table, you can apply for more than one table
- 10% of gross sales taken, and
- a present for the raffle representative of your stall not less than £15 in value.
- There will be no room for clothing rails in addition to the 6' table unless specifically arranged with the committee prior to the fair.

The Fair Committee will be reviewing applications throughout the month of March and will let stallholders know whether they have been successful once all applications have been reviewed.

If you are successful:

We will send out more details and a request for payment.

We obviously want to encourage as many people as possible to attend the event and we will send you a pdf of our brochure which we would be grateful if you could send to your e-mailing list. Also we will be promoting the Fair on Face Book <https://www.facebook.com/woburnluxurygiftfair/> if you could kindly ask your customers to follow.

With best wishes and many thanks

Woburn Luxury Gift Fair Committee

Correspondence:

Camilla King

info@woburnluxurygiftfair.com

07771657069

NSPCC Registered Charity No: 216401 / SC037717

Woburn Luxury Gift Fair

Tuesday 15th November and Wednesday 16th November 2022

Emergency Number for Stallholders on the dates of the fair

07771657069 or 01525 290 333

General Information for Stallholder

- "I" as used throughout this contract indicates, as appropriate, "We / Stallholder / Stallholder's Agent / Stallholder's Representative".
- I agree to pay **10%** of my gross takings and all orders taken at the Gift Fair to the "NSPCC Registered Charity".
- I will provide a **gift** from your stall for the NSPCC Tree Tombola of approximately £15.00 in value. If your products are above this value please feel free to discuss this with us. Please hand the gift to one of the committee on arrival at the fair. Thank you.
- Tea or coffee will be provided for our Stallholder.
- I will only bring the product range as specified in my application or as required by the organizers. I agree that the organizers reserve the right to limit my product range at the fair (so as to avoid product duplication), and I will adhere to restrictions made by the organizers.
- I will not pack up before closing time. The Fair closes to the public on Wednesday 16th Nov at 4pm.
- **In accordance with Trading Standards requirements, the name of my company/trading name will be displayed clearly on my stall, and I will wear a badge identifying such.**
- **Full details of your Stallholder's public liability insurance must be submitted to the committee prior to the Fair.**
- The Safari Lodge has Wi-Fi for Stallholders. It is FOC. Please *do not* rely on this as your only means of taking payment. It is for taking payment only and the band width/pipe has been specified especially for this, so it *must not* be used for anything else. You need to supply your own Wi-Fi enabled chip and pin device or have already downloaded a payment app onto a mobile device. You are responsible for connecting your chip and pin device or mobile phone/iPad to the network.
- I will display, market and sell my products in a manner that complies with all relevant standards, laws and regulations.
- **I will strictly adhere to my allocated space and nothing can be attached to the physical structure of the gallery.**
- I agree that the 6-foot table does NOT include extra space for any rack or hanging rail, unless agreed prior to the Fair.
- Any special requirements must be requested and discussed before the event, the Woburn Luxury Gift Fair Committee will endeavour to meet your needs but 'on the day requests' may lead to disappointment
- **Once I have unloaded my vehicle I will move it to the far side of the car park before the Fair begins.**
- **Entrance to the Safari Lodge will via the Husband Crawley gate and will be signposted.**

Correspondence: Camilla King, info@woburnluxurygiftfair.com
07771657069

Woburn Luxury Gift Fair at Woburn Abbey's Safari Lodge in aid of the NSPCC

TERMS AND CONDITIONS FOR STALLHOLDERS

These Conditions prevail over any conditions that the Stallholders may purport to impose in its order. No modification of these Conditions shall be binding upon the Organiser unless specifically accepted in writing by the Organiser.

1. Definitions

"Conditions" means these general terms and conditions which govern the Stallholders' relationship with the Organiser in relation to the supply of Space.

"Contract" means this Stallholders Contract including the Conditions.

"Direct Losses" means all losses and damages which are not Indirect Losses.

"Stallholders" means the company, individual or organisation hiring or applying to hire the Space at the Fair.

"Force Majeure Event" means circumstances beyond the reasonable control of the Organiser that delays or prevent the Organiser from performing its obligations under this Contract.

"Indirect Losses" means all losses and damages of an indirect or consequential nature including without limitation loss of business, loss of goodwill, loss of profit, loss of contracts, loss of opportunity and similar types of loss.

"Organiser" means the company/group/committee named as the organiser in this Contract.

"Payment Terms" means the terms for payment set out in this Contract.

"Permitted Products" means those products mentioned on the Stallholders' application form as long as there is no subsequent correspondence from the Woburn Luxury Gift Fair committee disallowing products due to overlap with other Stallholders.

"Price" means the price payable by the Stallholders for the Space as stated in this Contract.

"Fair" means the Luxury Gift Fair at Woburn Abbey's Safari Lodge to be held on the dates specified in this Contract.

"Space" means the area and other facilities at the Fair hired by the Stallholder under this Contract.

"Stall" means the stall to be erected by the Stallholders on the Space.

"Venue" means the location at Woburn Abbey's Safari Park where the Fair is being held.

"Woburn" means Woburn Abbey and Woburn Enterprises Limited.

2. Booking

- 2.1 The organisers' decision is final as to which stallholders will be invited to attend.
- 2.2 The Organiser agrees to make available the Space to the Stallholders on the terms and conditions of this Contract.
- 2.3 The Organiser reserves the right to alter the location of the Space and the layout of the Fair without notice to the Stallholders and in that situation the Organiser will not be liable to pay any compensation to the Stallholders or to refund any part of the Price.
- 2.4 The Stallholder must use only the Space which has been allocated to it.
- 2.5 The Organiser may distribute instructions to the Stallholders before the Fair including but not limited to; fire, health and safety, evacuation and other procedures applicable

to the Venue. The Stallholders will be bound by these instructions and by all other written communications issued by the Organiser or on behalf of Woburn.

3. Payment

- 3.1 The Stallholders shall pay the Price for the Space - £110 per table of 6 ft plus 10% of takings over the 2 days of the Fair and donate a raffle prize to the value of £15 from their stall. If your products are above this value please feel free to discuss this with us. Please hand the gift to one of the committee on arrival at the fair.
- 3.2 The Stallholders shall pay the Price in accordance with the Payment Terms. The Stallholders shall not be permitted to occupy the Space unless it has paid, prior to the Fair the Price in full.
- 3.3 The Organiser reserves the right to charge interest at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 on any outstanding balances. The Stallholders shall be responsible for the payment of all sums due to contractors in respect of items and services ordered from them in relation to the Stall or the Space.

4. Termination

- 4.1 If the entire Fair is cancelled for any reason (other than due to a Force Majeure Event) the Organiser will refund to the Stallholders the Price in full.
- 4.2 If any day of the Fair is cancelled for any reason (other than due to a Force Majeure Event) and is not rearranged to an alternative day the Organiser will refund to the Stallholders the Price in full.
- 4.3 The Organiser will not be liable to the Stallholders for any Direct losses or Indirect Losses incurred by the Stallholders arising from the cancellation of the Fair or any day of the Fair other than as stated in clauses 4.1 and 4.2.
- 4.4 If the Stallholders wishes to cancel its booking prior to the Fair, then the Stallholders shall give notice in writing to the Organiser. In the event of such cancellation, a cancellation fee shall be payable by the Stallholders to the Organiser. Where the cancellation notice is received up to 2 months before the Fair, the Stallholders shall be liable to pay 20% of the Price; cancellation between 1 and 2 months prior to the Fair, the Stallholders shall be liable to pay 50% of the Price; cancellation with less than 1 month's notice prior to the Fair, the Stallholders shall be liable to pay the Price in full.
- 4.5 The Organiser will be entitled to cancel the Space at any time prior to the commencement of the Fair if the Stallholders becomes bankrupt or goes into administration or liquidation or has a receiver appointed. The Organiser will not be liable in this situation to refund any part of the Price under clauses 4.1 and 4.2 and will not be liable for any other Direct Losses or Indirect Losses incurred by the Stallholder as a result of the cancellation.

5. Stallholders Obligations

- 5.1. The Stallholders will at its cost provide the Stall and will be responsible for setting up the Stall on the Space and dismantling it from the Space.
- 5.2 The Stallholders will ensure that the Stall complies with such dimensions and specifications as may be specified by the Organiser.
- 5.3 The Stallholders will ensure that the Stall complies with all relevant legislation and regulations including building regulations and health and safety regulations.

- 5.4 The Stallholders will comply with all rules issued by the Organiser in relation to the Fair.
- 5.5 If the Stallholders causes any damage to the Space or any other part of the Venue in the course of setting up or dismantling the Stall or during the operation of the Stall in the course of the Fair then (except where this is fair wear and tear which could reasonably be expected from holding the Fair) the Stallholders undertakes to the Organiser and to Woburn that it will at its cost reinstate the Space or other part of the Venue to its original state prior to the damage being caused.

6. Restrictions

- 6.1 The Stallholders shall ensure that its Stall does not obstruct the view of adjoining Stallholders and shall not operate its Stall or act in any manner objectionable to other Stallholders.
- 6.2 The Stallholders will not advertise, display or sell any products from its Stall other than Permitted Products.
- 6.3 Equipment supplied by the Organisers may be covered provided that all such covering material must be non-flammable or rendered fire-resistant. Tiers, shelves and vertical dividing and screening boards may be used, providing they meet the current fire regulations for such equipment.
- 6.4 The Stallholders shall not permit raffles, donations or other promotional measures at its Stall that require members or guests to be present at a specified location and time, and all unusual promotional plans must be approved by the Organiser.
- 6.5 The Stallholders may display promotional material within its Space only. The Stallholder is not permitted to place adverts or promotional material in other areas of the Venue.
- 6.6 The Organiser has the right to request removal of any Stallholders' materials or products if they believe they constitute a hazard.
- 6.7 The Stallholders will not be allowed to remove the Stall from the Fair, prior to the official termination of the Fair. The Stallholders must have dismantled and removed its Stall by the time specified by the Organiser. If it fails to do so either the Organiser or Woburn shall be permitted to charge an extra fee to the Stallholders for the delay.
- 6.8 The Stallholders shall ensure that its staff are available to administer the operation of the Stall during all Fair opening times and that they are present during the installation and dismantling of its Stall.
- 6.9 Attendance hours shall be controlled by the Luxury Gift Fair Committee who will specify opening hours, ticket prices and any further restrictions. Admission to the Fair will be by ticket or badge and identification badges are personal to the holder and may not be transferred.

7. Liability

- 7.1 The Organiser will take reasonable precautions to ensure the security of the Stallholders and its property at the Fair. However, subject to clause 7.2, the Organiser will have no liability whatsoever to the Stallholders for any Indirect Losses suffered or incurred by the Stallholders arising under or in connection with the Fair or this Contract and the Organiser shall only be liable for any Direct Losses suffered or incurred by the Stallholders arising under or in connection with the Fair or the Contract where these have arisen as a result of either a breach of this Contract by the Organiser or the negligence of the Organiser or that of its employees. The Organiser's liability for Direct Losses in such circumstances will be limited to the Price.
- 7.2 The terms of clause 7.1 will not limit or exclude the Stallholders' liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors or for fraud or fraudulent misrepresentations.
- 7.3 All terms, conditions, warranties and other matters which may be implied by statute or common law are hereby excluded.
- 7.4 The Organiser, its agents or employees will not be responsible for any errors or omissions on copy prepared and submitted by the Stallholders.
- 7.5 The Stallholders expressly acknowledges that no representations, whether oral or in writing, expressed or implied have been made by the Organiser or Woburn concerning the amount of business to be gained from the Fair.
- 7.6 The Organiser shall not be liable to the Stallholders for any failure or delay in performing its obligations under this Contract to the extent that the failure or delay is caused by a Force Majeure Event. If a Force Majeure Event means that the Fair or any day of the Fair has to be cancelled the Organiser may re-schedule the Fair or the cancelled day to another date or another site but will not be under any obligation to do so. If the Fair or any day of the Fair is cancelled due to a Force Majeure Event (and irrespective of whether the Fair or day of the Fair is re-scheduled) the Organiser will not be liable to refund any part of the Price to the Stallholders and will not be liable for any other Direct Losses or Indirect Losses incurred by the Stallholders as a result of the cancellation.

8. Insurance

The Stallholders shall at its cost maintain a policy of insurance on terms and with an insurance company acceptable to the Organiser providing cover for the Stallholders' legal liability arising from any breach of this Contract or any negligent act or omission committed by the Stallholders or its employees, agents and subcontractors in connection with its attendance at the Fair or the erection or removal of the Stall or the sale of any goods or services from the Stall. The Stallholders shall ensure that such insurance policy is in force for a period which includes all dates when the Fair takes place.

9. Indemnity

The Stallholders shall fully indemnify the Organiser and Woburn against all Direct Losses and Indirect Losses suffered or incurred by the Organiser or Woburn arising from any breach of this Contract by the Stallholders or any negligent act or omission committed by the Stallholders or its employees, agents and subcontractors in connection with its

attendance at the Fair or the erection or removal of the Stall or the sale of any goods or services from the Stall.

10. General Clauses

- 10.1 This Contract constitutes the entire agreement between the Organiser and the Stallholders. The Stallholders acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Organiser or Woburn which is not set out in this Contract.
- 10.2 The Stallholders may not assign any of its rights under this Contract and shall not be entitled to sub-let or otherwise transfer the Space or any part of it.
- 10.3 Any variation to the Contract including the introduction of any additional terms and conditions shall only be binding when agreed in writing and signed by the Organiser.
- 10.4 Woburn shall be entitled to enforce and rely on the provisions of clauses 2.4, 5.5, 6.7, 7.5, 9 and 10.1 notwithstanding that it is not a party to this Contract. Subject thereto a person who is not a party to this Contract shall not have any rights under or in connection with it.
- 10.5 To give notice under this Contract the notice must be delivered personally or sent by first class post to the Organiser:
Woburn Luxury Gift Fair Committee c/o Camilla King
Unit 23, Cranfield Innovation Centre, Cranfield, MK43 0BT
- or the Stallholders as the case may be. A notice delivered by hand is served when delivered, a notice sent by first class post is served 48 hours after posting.
- 10.6 This Contract shall be governed by and construed according to English law. In any dispute under this Agreement the parties hereby submit to the jurisdiction of any competent court within England or Wales.

In aid of

NSPCC



NSPCC Registered charity in England and Wales 216401, in Scotland, SC037717 and in Jersey, 384.