



SEATON ARTISAN MARKET – TERMS & CONDITIONS 2019



Seaton Artisan Market is a town market held on the first Saturday of the summer months of April to September with additional markets being held at special events e.g. Grizz Fest 9th March, Velo Vintage day 22nd June, Cycle Fest 7th July and Christmas (dates tbc).

All bookings must be made on the Artisan Market Application Form (attached) which traders should complete and send in to the Town Council office, Marshlands Centre, Harbour Road, Seaton EX12 2LT (telephone 01297 21388) or email to admin@seaton.gov.uk

1. To secure your pitch payment should be received 15 working days in advance of the market unless by special agreement with the market organiser. Payment may be made by cheque payable to Seaton Town Council, or BACS as per invoice.
2. If a booking arrives without payment the stall holder may be added to the database for the relevant market/s but will be on the WAIT LIST until payment arrives.
3. Signing your application form is your agreement to these Market Terms & Conditions.
4. Verbal bookings are not accepted; we can however confirm availability and in some circumstances provisionally hold a pitch verbally
5. Allocation of pitches is at the sole discretion of the market organiser
6. If the market is fully booked a reserve (wait) list for traders will be held on file. If a trader cancels a booking the next appropriate trader on the reserve list will be offered a stall.
7. We reserve the right at our sole discretion and without giving any reason, to refuse any application promptly, returning the full fees received
8. Applications will be treated on a first come first served basis (except where duplication of crafts occurs)

General

1. The fee is for a pitch with a maximum frontage of 3 metres.
2. You must not let, assign or grant use of your pitch to any other person – the stall is for your use only (and your authorised assistants).
3. It is the responsibility of traders to ensure that they comply with EDDC Health and Safety guidelines, and any Local Authority, Police and Fire Service regulations.
4. If you are selling food on your pitch you must comply with all relevant food hygiene regulations.
5. Trailers and motorised vehicles are only permitted at the discretion of the market organiser and subject to the goods being sold.
6. A 6ft table will only be provided for those hiring a gazebo. All other pitches will need to bring their own table. No chairs will be provided for any pitches. If stall holders require a chair they will need to bring their own.
7. Pitch holders are not permitted to have animals with them at any time.
8. You must comply with local parking and loading restrictions at all times.
9. The use of generators may be permitted at the organisers' discretion; however you need to specify this under 'special requests' on your booking form and adhere to our guidelines that will be provided on an individual basis
10. The organisers hold no responsibility for any trader or their products. Every trader shall participate in the market at their own risk in every respect and shall absolve the organisers for responsibility for all risks.
11. The organisers cannot be held responsible for loss of profits, damage or theft of traders

stock, interruption of power services, inclement weather and failure of subcontractors which may result in loss to traders or the cancellation of the market. We recommend that the pitch holders take adequate insurance to cover all risks.

12. Our market staff and contractors have a right to carry out their work without fear of being assaulted or abused. Assault and any form of abuse, verbal or physical will not be tolerated. Any trader or customer taking part in abusive behaviour will be banned from the market.
13. The organisers reserve the right to postpone, cancel or rearrange the market due to unforeseen circumstances outside the control of the organizers. Such action shall not create a liability on the part of the organisers for any loss, damage or refund of fees. This is to cover the markets costs and for any promotional marketing already paid.
14. The organisers' decisions are final in all operational matters.

On the Day

1. No trader is allowed to use space that has not been booked and paid for.
2. Each pitch holder undertakes to have his/her products on display in his/her allocated space and in full view throughout the advertised hours of the market.
3. Unless agreed with the market organiser you should not leave prior to closure of the market. To do so may result in cancellation of future bookings without refund.
4. Pitch set up time is from 9.00am for covered gazebos; 8.30am for open pitches. Clear up from 3.00pm.
5. Gazebos: If you have requested a Town Development Team gazebo this will be erected for you. If you are bringing your own gazebo it will need to be weighted down adequately. Guy ropes may be used provided they do not cause a trip hazard.
6. Pitch holders must ensure that their stall and table does not encroach onto gangways or emergency exits and does not impede other pitch holders. Public walkways must be clear at all times.
7. A professional standard of presentation is expected. Tables should be covered by a cloth that reaches to the floor at the front and sides to hide storage crates or similar under the table. Stallholders should provide their own tablecloths.
8. All pitch holders are required to keep their pitch and the surrounding areas tidy and free from obstructions and hazards and to remove all rubbish around their stall and leave the site in pristine condition. Any trader who does not tidy up will not be asked to attend any future markets and will have any future bookings cancelled with no refund.
9. As individual pitch holder you are solely responsible for unloading/loading and setting up/dismantling.
10. Exhibits shall not obstruct the general view or hide the exhibits of others
11. No smoking is allowed on Artisan Market stalls. This includes on your own pitch or in the proximity of other pitches.

Cancellation

1. If you cannot attend the market you have booked please notify us by email to admin@seaton.gov.uk or telephone 01297 21388 as soon as possible.
2. Full refunds will only be issued provided more than 15 working days' notice is given, and only if the pitch can be resold.
3. Cancellations received between 15 and 5 working days before the market will receive a refund of 25% less an admin fee to cover costs incurred.
4. Cancellations received less than 5 working days prior to the market will not be refunded.