**BRISTOL FLEA MARKET**

**Terms & Conditions**

**Updated 5th May 2017**

 **Definitions**

 In this contract the following definitions shall have the following meanings:

*‘the Contract’* The agreement between the Organiser and the Exhibitor comprised by these Terms & conditions (with any modification as

may be agreed in writing) and the Booking Form (if used). Telephone bookings are accepted subject to these Terms & Conditions.

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*‘the Authority’* The relevant District , County or Borough Council; the relevant Fire Brigade, the relevant Police Department; the Home Office;

HM Customs & Excise and any other relevant Government Department or body or any other competent authority having jurisdiction in respect of the locality in which the Market Venue is located or any activity connected with the Market *‘the Organiser’* Bristol Flea Market together with all its person.

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*‘the Owner’* All persons having any proprietary right or interest in or over the Market Venue (or any part thereof) from whom the Organiser must obtain the right and necessary consent or approval to use the Venue for the Market.

*‘the Charges’* The total fees payable for the Pitch or Pitches.

*‘the market’* The market described on the Booking Form or booked via the online portal for which event the parties have agreed to contract.

*‘the market Manager’* The person or persons so designated by the Organiser.

*‘the market Venue’* All the buildings, land and premises and facilities located at the market.

*‘the Person’* Includes any individual, company, sole trader, partnership or other legal

entity.

*‘the Exhibitor’* The person named on the Booking Form or the person allocated a pitch.

*‘the Pitch’* Shall, unless otherwise specified, include any stand or space-only site or other area made available and allocated to the Exhibitor.

**Compliance with Requirement of the Authorities and the Law**

In addition to these Terms & Conditions, the Exhibitor must comply with the requirements of the insurance policies of the Local Authority (Land Owner) and the Organiser and all other provisions in force from time to time applicable to the market, the Exhibitor and/or any of the sale goods,displays or services the Exhibitor wishes to include in the market and where applicable with any regulations issued by the Owner in force at the time of the market.

Exemption from any of the Terms & Conditions may be granted at the Owner’s discretion.

No exemption given by the Organiser will be effective unless it is in writing.

**Nature of the Contract**

No pitch will be reserved or treated as allocated and no Contract shall exist until the Exhibitor has paid the charges in full.

The Contract constitutes a licence and not a tenancy. The Organiser reserves the right at any time to make such alterations to the plan of the market as may, in its opinion, be necessary in the best interests of the market as a whole.

**Organiser’s Liability – Cancellation of the market**

The Contract shall continue in full force and effect and the Organiser shall be under no obligation to repay the Charges paid or payable by the Exhibitor and shall be under no liability to the Exhibitor whatsoever as the result of the happening of any of the following

events

(EXHIBITORS ARE STRONGLY URGED TO SEEK APPROPRIATE INSURANCE

COVER IN RESPECT OF THE CONSEQUENENCES OF THESE RISKS):

 Should the market be abandoned, cancelled, postponed, suspended (in whole or in part) or otherwise adversely affected by reason of any Act of God, war, fire, flood, emergency, drought, labour dispute, trade dispute, terrorist act, threat of terrorism, strike, lock-out,

civil disturbance, accident the non-availability of the market Venue or any other cause not within the Organiser’s control.

 any changes in requirements of any Authority or the Owner in respect of the market.

The Organiser shall be entitled to exercise all or any of the rights, powers or discretion conferred on it by these Terms & Conditions without assigning any reason and (unless otherwise provided) in such a manner as, in the Organiser’s view, is in the best interests of the

market. In no circumstances shall the exercise by the Organiser of any of these rights, powers or discretions give rise to any claim against it.

The Organiser reserves the right to change the dates and/or location of a market.

**Exhibitors’ liability on cancellation**

All requests for cancellation must be submitted to the Organiser in writing and depending on when the same is received by the Organiser.

 pitch cancelled before due date for presentation of cheque or credit card authorisation: No charge

 pitch cancelled after one calendar month before the market or due date for cheque presentation or credit card presentation: NO REFUND OR CREDIT WILL BE GIVEN.

 pitch cancelled when booked after the one calendar month payment date. **No refund or credit will be given.**

**Each Pitch entitles entry for 2 Exhibitors and 1 vehicle**.

Acknowledgement of payment will not be sent unless specifically requested.

For late bookings and where some or all of the Charges remain unpaid documentation will be retained and can be claimed upon payment of any balance due in cash as the case may be.

The Organiser will not issue duplicate documents under any circumstances even if lost or delayed in the post. Exhibitors who do not receive documentation must contact the organiser.

 Clause headings in the Terms & Conditions are for ease of reference only and shall not be taken into account in construing these agreements. Organiser to confirm the booking and will be required to pay the Charges again in full upon arrival at the market. Following the market Exhibitors should submit to the Organiser both sets of documents and request a refund.

**Walkways**

It is the responsibility of the Exhibitor to ensure that gangway adjacent to its pitch are kept free from obstruction during the whole of the time the market is open for the purpose of the market and, so far as practicable, during the setting up and dismantling of the market.

The Organiser reserves the right to remove obstructions to the gangways and aisles and no compensation will be payable for damage, loss or inconvenience caused by the reasonable exercise of this power. In cases of serious or persistent breach, the Organiser may also

exclude the Exhibitor or terminate the Exhibitor’s Contract.

**Delivery and Removal of Sale Goods**

 Prior to the opening date, the Organiser will notify Exhibitors (verbally or written) of the times prior to opening and following the closure of the market when goods for sale or display may be received at the market and removed from it. Only those entrances and exits specified by the organiser may be utilised. Exhibitors must accept as final the ruling of the Organiser. With regard to the short and long term parking of delivery and other vehicles. The packing and/or removal from allocated pitches of goods for sale or display by Exhibitors, prior to the notified

**Market closing time will not be permitted without the consent of the Organiser.**

In the event that the Organiser or the Authorities shall require a vehicle to be moved by the Authorities then Exhibitors are deemed to consent to the same and the Organiser shall accept no responsibility for any damage, fines or charges there by caused or incurred.

**Conduct of Exhibitors**

The Exhibitor must conduct itself such a manner as shall not in the view of the Organiser cause disturbance to any other Exhibitor, any visitor or the Organiser and create any disturbance, loud noise or obstruction or behave in such a way which in the view of the

Organiser is unnecessary or unacceptable.

Any person who does not comply with these requirements shall be liable at the discretion of the Organiser to be removed from the market and refuse re-admission during the period of the Market.

Inappropriate language or confrontation between exhibitors and visitors is forbidden in cases of disagreement the market managers decision is final

**Use of Pitch, no sub-letting etc.**

The Organiser reserves the right to refuse to admit or to expel from the market any Exhibitor who utilises a Pitch for a purpose which, in the opinion of the Organiser, is inconsistent with the integrity of the Market as an Antique and Collectors Fair or a Flea Fair/ Flea Makret

**Right of Entry**

The Organiser and the Owner and those authorised by them respectively have the right to enter the market and Pitch at any time to carry out inspections, execute works, repairs and alterations and for all other purposes. No compensation will be payable for damage, loss or inconvenience caused by the reasonable exercise of this power.

**Dangerous Materials and Appliances**

No naked lights, oil lamps or temporary gas or electrical fittings may be used at the market in the selling area and only British Standard approved appliances may be used. The Organiser reserves the right to confiscate any appliance it considers to be a danger or potential danger and any appliances so confiscated will only be returned to the Exhibitor upon departure from the market Venue.

**Catering**

Other than in respect of a Pitch designated for the provision of food, all articles for human consumption whether for eating, drinking or smoking, other than for personal consumption by the Exhibitor, must be obtained from the official caterers.

**Rubbish**

In the general interests of the market, Exhibitors must ensure that their pitches are at all times kept clean and free from rubbish to the satisfaction of the Organiser. Should stock or rubbish be left behind by any Exhibitor the Organiser reserves the right to pass on any costs incurred for removal of that stock or rubbish, or refuse to admit the Exhibitor at any future event.

**Failure of Services**

Where the supply of services is interrupted for reasons outside the Organiser’s reasonable control, the Organiser shall not incur any liability to an Exhibitor for any losses, costs or damage if any such services shall wholly or partially fail or cease to be available nor shall the Exhibitor be entitled to any rebate or allowance in respect of the Charges due or paid under the Contract.

**The Pitches**

**Outside Pitch** will consist of an area no smaller than (12ft x 6 ft)

which will accommodate the Exhibitor and tables. Should the Exhibitors not fit into the Pitch space then the Exhibitor must pay for the necessary extra space required.

(Organisers discretion)

 **Removal by Exhibitors**

 ***Exhibitors are responsible for the complete removal from the market of all sale goods, displays and other materials together with all waste and rubbish in accordance with the instructions of the Organiser. Should any Exhibitor fail to remove any of then foregoing within time stipulated by the Organiser then the Organiser shall be entitled but not obliged to remove and dispose of all such items without liability to the Exhibitor who shall be liable to indemnify the Organiser in respect of all costs and expenses thereby suffered or incurred.***

The Organiser reserves the right to specify the time at which individual Pitches shall be cleared.

Notwithstanding instructions issued specifically for the closure of the market, security of sale or display goods, Pitch furniture and all property of Exhibitors at all times including during the dismantling period is wholly the responsibility of the Exhibitor and the Organiser will not be responsible for any loss or damage suffered or incurred.

**All flea markets**

**Terms & Conditions (Continued)**

**Risk & Insurance**

Each Exhibitor attends the Market entirely at its own risk.

The Exhibitor is responsible for and shall indemnify the Organiser in respect of all claims (whether arising from personal injury or damage to property or otherwise) arising in connection with the erection or dismantling of the Exhibitor’s pitch and anything permitted,

omitted or done thereon or there from during the period of the market or during the construction or dismantling period.

The Organiser will take such precautions as it may consider appropriate for the proper running of the Market but will not be at any time responsible for the loss of, or damage to, or safety of any Pitch, sale goods or displays or other property of an Exhibitor, or any other person under any circumstances.

The Exhibitor shall do nothing to jeopardise the current Insurance Policy or Policies of the Venue or the Agreement between the Organiser and the Owner regarding the use of the Venue and the Exhibitor shall in all cases comply with any requirement of the Fire

Officer or other Authorities concerned.

 **Indemnity by Exhibitors**

Upon the Organiser exercising any right hereunder to exclude the Exhibitor from the market or upon termination of the Contract howsoever arising, the Organiser shall be entitled to enter a Contract with some other person to occupy the Pitch.

 **Invalidity governing Laws etc**.

The Contract shall be governed by and constructed in accordance with the laws of England.

No failure or delay by any person exercising any right, power or privilege under these Terms & Conditions shall operate as a waiver thereof nor shall any single or partial exercise by any person of any right, power or privilege preclude any further exercise thereof or the

exercise of any right, power or privilege.

 **Grievance Procedure**

It is the responsibility of the Exhibitor to bring to the attention of the Organiser at the earliest opportunity any grievance or complaint in order that the matter can be investigated contemporaneously and dealt with appropriately.

The Exhibitor should immediately report any complaint to the Organiser by contacting Mrs T Baker on 07798916305

 If the Exhibitor feels that any problem has not been satisfactorily resolved at the market Venue the Exhibitor should write expeditiously to the Organiser setting out clearly and precisely the matter complained of whereupon it will be investigated and dealt with appropriately.

**Acceptance of Terms & Conditions**

Submission of an application for a Pitch booking by an Exhibitor and acceptance of such application by the Organiser will be deemed to be acceptance by Exhibitor and Organiser of the Terms & Conditions laid out herein. Please ensure you have read them fully on our website.