

Terms and Conditions for Stallholders

1. Site Set up times, unloading and clearing away

Entrance will be via 66 Royal Hospital Road;
Wednesday 24th Midday until 6pm
Thursday 25th from 5.30am

All material must be cleared away by 6.30pm on Sunday 28th November when the gates will be closed. Please be aware that we are in a residential area and we would therefore appreciate that you keep noise to a minimum when entering and exiting the Garden so not to cause disturbance to our neighbours.

All rubbish must be taken away by the stallholder.
Please note we cannot assist with 'get out'

2. Stallholders lanyard

2 lanyards will be assigned to each stallholder and their staff these must be worn and be visible throughout the duration of the fair.

3. Facilities

- i **Parking** – parking is controlled by the RBKC; please refer to their website for restriction in the area.
- ii **Setting up** – due to Health & Safety and Covid constraints the Garden is not able to provide any equipment for moving stock and equipment or assisting in setting up your stall.
- iii **Catering** - complimentary tea, coffee and biscuits will be available. #covid update
- v **Disability Access** - wheelchair access is via 66 Royal Hospital Road.
- vi **Rubbish** - each Stallholder is responsible for removing their own rubbish from the Garden at the end of each day of the Fair. Stallholders are asked to provide their own rubbish bags.
- Vii **Marquee**- the fair takes place in a quality marquee. Condensation may occur and in the case of rain the carpets may get wet. Please bring suitable waterproof covering to protect your stock on tabletop and on the floor.

4. Security

- i. Stallholders are solely responsible for the safety and security of their goods, property and cash before, during and after the Fair.
- ii. Attendants will be on duty at all entrances. There will be overnight security provide by CPG on all four nights.

5. Health and Safety

- i **Stallholders** must comply with the current regulations relating to the Health and Safety Act 1974 and all other legislation as may apply to their particular operations. Stallholders must not cause hazards in the setting up of their stands and must be mindful of their helpers, other Stallholders, Garden staff and volunteers, and members of the public.

- ii **Food Stalls** - Provision of food must comply with the requirements of the current Food Hygiene Act.
- iii **Fire precautions** - Naked flames are prohibited in all areas and there is no smoking in the buildings or in the Garden. Fire extinguishers are located in all buildings. In case of fire please make your way to the Embankment Gate.
- iv **Obstruction** – Stallholders must confine themselves to the allocated space and there should be no spilling over into other stallholder areas and walkways. Walkways, exits and fire exits must be clear of obstructions. Table extensions must not exceed the allocated space.

6. Insurance

Stallholders must have their own Public Liability Insurance minimum cover 5 million pounds and a copy of PLI cover must be provided to Chelsea Physic Garden with your stall payment.

7. General Conditions

- i **Items offered for sale** - Nothing may be incorporated in displays which, in the opinion of the Fair Committee, detracts from the general appearance of the Fair.
- ii **Allocation of Space** - The position and size of stall shall be at the Fair Committee's discretion and no part of the display shall extend beyond the allotted space. Chelsea Physic Garden reserves the right to alter the position or layout of stallholder at any time before or during the Fair.
- iii **The Booking Form** - must clearly state the nature of the stand and a stand may only be used for the purpose for which it is allocated. Once the items you wish to sell as appearing on your booking form have been agreed with the Fair Committee, they cannot be changed without prior consent from the committee. This is to avoid duplicating items already sold by other stallholders. The Fair Committee reserves the right to refuse to allow any article which it considers unsuitable for sale or display.
- iv **Cancellations** notified to the committee by 30th September will receive a refund of 50% of the booking charge, after which no refunds will be made.
- v **Stallholders' Conduct of Business** should always be carried out in a polite and courteous manner.
- vi **Fundraising** - Raffles, free draws, soliciting for donations and similar activities by stallholders are not permitted.
- vii **Stall Tables** will be provided by Chelsea Physic Garden in two sizes: 6' x 2'6" or 4' x 2'6" as stated on the booking form.
- viii **Supply of Power** is limited. Pre booked sockets are for lighting only. Overloading a socket with more than 400W will cause a failure to supply.
- ix **Staffing of Stalls** - Stallholders must ensure that their stands are staffed throughout opening hours of the Fair. Dismantling of Stalls must not take place until the Fair closes at 5pm on Sunday 29th November.

Failure to attend will result in a penalty of £100 per day in addition to the cost of the stall and commission.
- x **Trees and Flower Beds** - Stallholders must ensure that no harm is done to the Garden's beds, trees or living plant collection.

- xi **CPG Plants** - The Garden's entire plant content, including all seeds, is the sole property of the CPG Company. No plant material may be taken under any circumstances. The Garden reserves the right to charge a reasonable sum to make good any such losses.
- xii **Children** – under 16s are not allowed on site during the build – up or breakdown of the Fair marquees. Children of Stallholders must comply with the Garden's policy on children. They must not be left unattended and are admitted to the Garden on the understanding that they will be supervised by an accompanying adult at all times. The number of children an adult may bring to the Garden is strictly limited to two. There are two ponds, one at the top of the Rockery, the other at the southern end of the Order Beds. Some of the plants in the garden are very poisonous. Prams and pushchairs are not permitted within the marquee area.
- xiii **Dogs** and other animals (with the exception of registered Assistance Dogs) are not permitted.
- xiv **Money** - Any money should not be left unattended and should be removed from the site overnight.
- xv **Sub-letting of space** - A Stallholder may not sub-let or otherwise allocate the whole or any part of the stall space rented.
- xvi **Force Majeure** - If the Fair is not held, the allocation of space will be declared null and void and any refund of the booking fee will be paid at the discretion of CPG. CPG is not responsible for loss of earnings due to cancellation and stallholders should have adequate insurance to cover such an incident.
- xvii **Mobile Phones, tablets and computers** are accepted in assisting marketing, promotion, sales and conducting general business. However tones should be kept to a minimum and noise level should not cause annoyance to neighbouring stallholders or the Public. Please note that phone reception is often mediocre within the Garden.
- xviii **No complimentary tickets** are offered. Your guests will need to buy their own tickets.

The acceptance by the Stallholder of space offered shall mean that the Stallholder agrees to the Terms and Conditions of the Christmas Fair as outlined here and to abide by all decisions of the Fair Organisers in connection with the Fair.

COVID UPDATE for 2020/2021

As you can imagine we have reviewed the fair overall and made some substantial changes to how the fair will be run. It will make the event as safe as possible for our visitors and stallholders.

1. The fair will trade over 4 days to spread the footfall of customers.
10am-5pm on all 4 days.
Additionally, there will a VIP night 6-8pm on Thursday.
We are aiming for level footfall in 2019. But will of course push for an increase and more business overall for our stallholders (as was achieved last year).
2. Entrance to the fair will be by pre booked tickets and a limit placed on the number of visitors per hour – again to spread the visitor numbers. Our visitors are presently using such a system to visit now so it will not be a surprise for them.
3. We have reduced the number of stalls to ensure wide aisles and introduced a one-way system which will be stewarded by uniformed staff. For those of you who remain this should give you an opportunity to again increased sales.

4. Additional activities such as Father Christmas and Children's crafts will not be held we will concentrate on the safe running of the fair.
5. Stallholder tea station will not be held this year so please be prepared with your flasks etc, the food avenue will be available and has been widened to allow for social distancing.
6. Cleaning of communal areas e.g. loos and entrances and exits will be stepped up. Hand sanitising stations will be available on entry and exit.
7. We ask that Stallholders make their own arrangements with respect to hand sanitising, Face visors or masks and back boards. Food sampling may continue with the correct hygiene measures.