



# Whitby Christmas FESTIVAL

## TERMS AND CONDITIONS

By submitting an application form to Whitby Town Council you agree to accept these terms and conditions. These terms and conditions are mandatory for all exhibitors and have been compiled to ensure the Whitby Christmas Festival and Market operates to the highest possible standards. If you require clarification about a particular point or have any other questions relating to your application please contact us on 01947 820227 or by email at [deputy.clerk@whitbytowncouncil.gov.uk](mailto:deputy.clerk@whitbytowncouncil.gov.uk)

### 1. DATES/TIMES FOR WHITBY CHRISTMAS FESTIVAL 2025

1.1 Friday 14 – Sunday 16 November 2025

#### 1.2. Opening Hours/Trading Period

The Christmas Market will be open from 5pm to 8pm on Friday 14 November 2025 10am to 8pm on Saturday 15 November 2025 and 10am to 4pm on Sunday 16 November 2025. All stalls must be staffed and trading between the above times throughout the weekend. Failure to do so will result in a ban from attending future events.

Stallholders **MUST** book and operate their stall for the entire contracted trading period. Upon leaving the stall at the end of the contracted period, stallholders must dispose of all rubbish and leave the stalls in a clean and tidy condition. We reserve the right to offer amended trading periods at our discretion.

### 2. STALL HOLDER APPLICATIONS

#### 2.1 Applications

Completed application forms must be returned to the event organisers, Whitby Town Council at Pannett Park by the stated deadline, together with all the requested paperwork. If any of the paperwork is missing your application will not be considered. All applicants must read and agree to the terms and conditions prior to submitting their application. Please note that stalls cannot be secured or obtained from a third party under any circumstances.

It is permitted to share a stall with one other exhibitor (maximum of two companies sharing). All applicants must state this when applying for a stall and one person should be nominated to receive all correspondence relating to the Christmas Market.

#### 2.2 Selection

All applications are considered by the event organisers. There is no guarantee that stallholders who have exhibited in the previous year will be offered a place in 2025.

The submission of an application form and all the desired paperwork does not constitute the offer of a stall. The decision of our selection and vetting process is final and binding.

#### 2.3 Offers and Declined Applications

Successful applicants will be emailed with the offer of a stall at the end of August 2025 Unsuccessful applicants will be informed by email if they have not been selected.

#### 2.4 Offer Acceptance

Should your application be successful you will be sent an Acceptance Form which must be returned by the date specified. Successful applicants will be notified by the end of August 2025.

**By signing the Offer Acceptance Form I confirm that I/Company will operate within the terms and conditions outlined in this document during our operation at the Whitby Town Council Christmas Festival 2025**

#### 2.5 Location

Stallholders will not be able to select their stall position and will not have their location confirmed upon booking. Please note that we reserve the right (at the event organisers' discretion) to direct you to occupy another stall at any time.

### 3. LEGAL COMPLIANCE, INDEMNITY AND DISCLAIMER

#### 3.1 Health and Safety

Stallholders must comply with all the relevant legislation in respect of trading standards, Consumer Protection, Food Safety, Health and Safety and the requirements of North Yorkshire Council's Environmental Health teams. If you intend to sell alcohol, then it is the responsibility of the stallholder to apply for a premises licence. Whitby Town Council does not hold a license for the sale of alcohol. Failure to obtain your individual premises license will mean you will not be permitted to trade. Stallholders must notify the event organisers as soon as they become aware of any Health and Safety issues or hazards that may have arisen at the Christmas market. Naked flames will not be permitted. All electrical equipment must be PAT tested. All children's products must have a British Safety or European Safety Standard.

#### 3.2 Risk Assessment

All stallholders are required to have carried out a careful assessment of the potential risks associated with their particular activity and set up. You are required to submit a written copy of this which indicates how you propose to mitigate any risks identified.

#### 3.3 Insurance

All stallholders must hold their own Public Liability Insurance with minimum cover of £5,000,000. Stallholders must also have Product Liability and where appropriate, Employers liability. If stallholders do not have valid insurance covering the duration of the market stallholders will not be permitted to trade

### 3.4 Indemnity

In signing the terms and conditions, stallholders shall indemnify Whitby Town Council and all event staff from and against actions, costs, losses (including legal fees), claims or demands in respect of any accident, damage, death or injury to any person or property arising directly or indirectly from the stallholder's use of the stall.

### 3.5 Disclaimer

To the maximum extent permitted in law, you agree that Whitby Town Council are not responsible for any financial losses, or for any loss or damage to your equipment, goods or personal belongings and for any personal injury to you or any part or person connected with you.

### 3.6 Data

By signing the terms and conditions, you give permission for your company contact details to be stored on an electronic storage and retrieval system, which will be created for the exclusive use of those involved in the organisation of the Whitby Christmas Festival. This will not be used by any third party without prior consent.

## 4. SECURITY

Each shed/beach hut will be issued with a padlock/and key. Should they be misplaced, there will be a small charge to cover the costs for replacement, £5.00 for a key and £20.00 for a padlock.

An overnight security guard will be based within the Christmas Market on Friday and Saturday nights. Whitby Town Council will not be liable for any loss or damage to the stallholders' merchandise, property or personal effects unless such loss or damage is caused directly by the organiser. Stallholders are advised to take out their own individual insurance to cover such occurrences.

## 5. STALLHOLDER CONDUCT

Rude or aggressive behaviour on site will not be tolerated by the event organisers and you may be asked to leave the site. Using offensive or abusive language towards staff, fellow traders or visitors will forfeit your position to trade with Whitby Town Council at the Christmas Festival and all future events. Stallholders should not do anything while at the market to bring the event or event organiser into disrepute. Promoting other organisers' events is not permitted on your stall.

## 6. SET UP AND DISMANTLING TIMES

6.1 Traders will be able to set up on Friday between 1pm and 4pm. All stalls must be cleared by 6pm on the last trading day.

### 6.2 Rubbish

Stall holders must dispose of their rubbish in the appropriate manner, using the bins provided on the event site. Food concessions must provide a litter bin to be sited near their own stall for rubbish from their customers.

6.3 The electricity power source will be switched off half an hour after the closure of the market each evening.

## 7. VEHICLE MOVEMENT

There will be a permanent driving ban onsite during the market opening times (Fri 5.00pm – 8pm; Sat 10am - 8pm; Sun 10am - 4pm). All vehicles must be off the market site half an hour prior to the opening of the market each day, 4.30pm Friday – 9.30am Saturday and Sunday.

## 8. STALLHOLDER PARKING

Parking is available in nearby car parks.

## 9. FINANCE AND PAYMENT

### 9.1 Payment

Full payment is to be made within 10 days on receipt of invoice, cheques to be made payable to 'Whitby Town Council' or alternatively you may pay by BACS.

All information will be on the invoice.

### 9.2 Late Payment

Any late payments or payments not received as per the payment schedule may result in your pitch being reassigned to another stallholder and loss of monies paid to date.

## 10. CANCELLATION POLICY

10.1 The event organisers reserve the right to delay, cancel, shorten or terminate Whitby Christmas Festival without notice in the event of adverse weather conditions, terror threat, emergency situations or for any other reason beyond reasonable control. Stallholders will be informed by phone, in writing or by email of any such decision or verbally if on site in the event of an incident.

10.2 The event organisers further reserve the right to immediately terminate the right of any stallholder failing to comply with any of the terms and conditions and bond rules, or any reasonable directions given by us or third parties in clause 3 above.

10.3 No refunds or compensation of any sort will be paid to stallholders who fail to attend the Whitby Christmas Festival or where we have exercised the right to delay, cancel, shorten or terminate the Market or where a stallholder has been instructed to cease trading due to non-compliance with any of the Terms and Conditions.

**By signing on the 'Returned documents page; I confirm that the company will operate within the terms and conditions outlined in this document during our operation at the Whitby Christmas Festival 2025. A copy of this document will be retained and the content passed to all personnel working at the Whitby Christmas Festival 2025**



Whitby Town Council - PANNETT PARK - WHITBY - YO21 1RE TEL.(01947) 820227  
E MAIL: deputy.clerk@whitbytowncouncil.gov.uk

## ACCEPTANCE FORM 2025

I (Name/trading name) .....

Address: .....

.....

.....

Telephone number Home: ..... Mobile:.....

e-mail: .....

I Agree to the terms and conditions set out above Yes/No

Signed: ..... Date:.....