



SGMT Enterprises Ltd

Victorian Christmas Market Stallholder hire agreement

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Christmas Market Stall Holder HIRE AGREEMENT

HIRE DETAILS

DATE:

ref No:	
Stallholder:	
Stallholder's contact details:	Name: Title: Email: Telephone: Postal Address:
Stallholder UTR or company registration number:	
Supplier:	SGMT Enterprises Limited (No. 04077686)
Supplier's address:	Leader House, Surrey Street, Sheffield, England, S1 2LH
Supplier's VAT number:	372553000
Supplier's representative:	Name: Gemma Holden Title: Audience Development Manager Email: gemma.holden@sheffieldmuseums.org.uk Telephone: 0114 278 2659 Postal Address: Leader House, Surrey Street, Sheffield, England, S1 2LH
Event:	Kelham Island Museum Victorian Christmas Market 2021
Date of event:	4 – 5 December 2021

Hire Period:	[hours stall available]
Venue:	Kelham Island Museum [area of the market or stall reference]
Charges:	£
Schedule:	Schedule 1: Services and equipment Schedule 2: Rules

1. This Contract is made up of the following:

(a) The Hire Details.

(b) The Hire Conditions.

[(c) The Schedule specified in the Hire Details.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

Signed by [NAME]

for and on behalf of [NAME OF STALLHOLDER]

Signed by [NAME]

for and on behalf of SGMT Enterprises Limited

AGREED TERMS

1. INTERPRETATION

1.1 In this Contract, the following words and expressions shall have the followings:

"Business Day"; a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"Charges"; the charges payable by the Stallholder for the hire of a specific stall within a specified location within the Venue and the supply of the Services, as set out in the Hire Details.

"Contract"; the contract between the Stallholder and the Supplier for the hire of the Stall and supply of the Services in

accordance with the Hire Details, and any Schedules or documents referred to therein.

- "Event";** the event or function for which the Stallholder is hiring the Stall, as specified in the Hire Details.
- "Hire Period";** the period of time agreed for the hire of the stall as described in the Hire Details, to include any period of time to set up and clear the stall and venue.
- "Services";** the supply of any additional services or equipment, at the Event as specified in the Hire Details.
- "Stall";** the specific selling area and any supplied table or services, as specified in the Hire Details
- "Venue";** the property, or area or rooms within the property, that are in use for the delivery of the event.
- "Event and Venue Rules";** the rules in Schedule 2.

1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.

1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A reference to **writing** or **written** includes email.

2. CONFIRMATION OF HIRE

2.1 The supplier has sole discretion over the offering or refusal of contracts to hire stalls at the event.

2.2 The supplier offers the contract to the stall holder based on information supplied in the application process. The supplier may withdraw the hire at any time including during the event, if the stallholder has misrepresented or inaccurately described the content, quality or range of products to be offered by the stallholder during the application process.

2.3 The supplier will allocate a stall in a specified location and the stallholder accepts this specific location.

2.4 This contract shall come into effect on the date of the Contract, or the date that the hire fee has been paid to the Supplier in cleared funds by the Stallholder, if later. Until that time, bookings for hire will be treated as provisional.

3. SUPPLY OF SERVICES

3.1 The Supplier shall:

3.2 supply the Services to the stallholder during the Hire Period, subject to any specific timings agreed in writing by the parties before the Event.

3.3 In supplying the Services, the Supplier shall:

3.3.1 perform the Services with reasonable care and skill;

3.3.2 use reasonable endeavours to perform the Services in accordance with the service description set out in the Schedule;

3.3.3 comply with all applicable laws, statutes, regulations from time to time in force;

3.4 The Stallholder shall:

3.4.1 comply with all applicable laws, statutes, regulations from time to time in force;

3.4.2 provide evidence of adherence to applicable laws, statutes or regulations as required by the supplier.

3.4.3 Provide evidence of public and product liability insurance

3.4.4 use best endeavours to promote the event.

3.4.5 Ensure that they are actively participating in the event for the full duration of the event.

3.4.6 ensure that their actions reflect the nature, traditions and rules of the event as outlined by the supplier.

3.4.7 Limit their activities to those described during the application process; in particular a stall allocated for demonstration only shall not sell product.

4. LICENCE AND USE OF VENUE

4.1 Subject to clause 8, the Supplier grants the Stallholder a right for the Hire Period to enter and use the allocated stall for the Event in accordance with the terms of this Contract. The Stallholder acknowledges that:

4.1.1 the Stallholder shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Supplier and Stallholder by this agreement; and

- 4.1.2 the Supplier retains control, possession and management of the Venue and the Stallholder has no right to exclude the Supplier or any other person from the Venue.
- 4.2 The Stallholder agrees and undertakes:
- 4.2.1 not to do or permit to be done anything on the Venue which is illegal, or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Supplier or to any other customers of the Supplier, or any owner or occupier of neighbouring property;
 - 4.2.2 to comply (and ensure that its staff and agents comply) with the terms of this Contract and any instructions or notices from the Supplier, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;
 - 4.2.3 to permit the Supplier to search all containers, bags, boxes and equipment coming into or leaving the Venue, during the Hire Period;
 - 4.2.4 not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
 - 4.2.5 not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
 - 4.2.6 not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;
 - 4.2.7 not to bring any gas canisters or other explosive substance into the venue without the prior written consent of the suppliers.
 - 4.2.8 To remove all gas canisters from the venue at the end of the hire period.
 - 4.2.9 to restrict any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue to the stallholder's specified stall and to remove all such advertisements and notices at the end of the hire period.
 - 4.2.10 not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Supplier;
 - 4.2.11 to use any equipment provided by the Supplier, as specified in the Hire Details, for its proper purpose and in accordance with any instructions provided by the Supplier regarding its use;
 - 4.2.12 to leave the Venue in a clean and tidy condition and to remove the Stallholder's decorations, displays and any other Stallholder equipment from the Venue at the end of the Hire Period;
 - 4.2.13 to remove all waste to specified waste disposal facilities at the end of each evening. Failure to adhere to this condition may result in a £100 (excl Vat) surcharge.
 - 4.2.14 to ensure that vehicle access restrictions are adhered to
 - 4.2.15 not to bring or permit to be brought any animal onto the Venue without the prior written consent of the Supplier, with the exception of assistance dogs within the meaning of the Equality Act 2010;

4.2.16 comply with the Venue Rules.

5. VENUE ACCESS ARRANGEMENTS

5.1 The supplier strictly controls all access to the site by prior agreement.

5.2 Stallholders are permitted to enter the site on foot from 7.30am each day of the event.

5.3 Stallholders are required to leave the site by 8.30pm on Saturday 4 December 2021 and by 7.00pm Sunday 5 December 2021. Stallholders may be charged an additional hire fee if they do not comply with agreed access arrangements.

5.4 The Stallholder shall be permitted to use a vehicle to access the site during the following times, subject to agreement with the supplier

Saturday 4 December 2021 7.30am – 9.30am

Saturday 4 December 2021 7.30pm – 8.30pm

Sunday 5 December 2021 7.30am – 9.30am

Sunday 5 December 2021 5.30pm – 7.00pm

6. CHARGES AND PAYMENT

6.1 The Stallholder shall pay the Charges in accordance with this clause 6.

6.2 The Supplier shall invoice the Stallholder for the event, this shall be payable by the earlier of 30 days from the invoice date; or 3 days before the event.

6.3 Payment shall be by electronic bank transfer to the account details specified on the invoice. Cash and cheques will not be accepted.

6.4 The Supplier may issue an additional invoice after the Event for any further Charges due which were not included in the invoice issued pursuant to clause **Error! Reference source not found.** Such Charges may include those payable for any additional Services, or for any surcharges levied as a result of this agreement. Charges invoiced pursuant to this clause 6.4 shall be payable by the Stallholder within 30 days of receipt.

6.5 All amounts payable by the Stallholder exclude amounts in respect of value added tax ("**VAT**"), which the Stallholder shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

- 6.6 If the Stallholder fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 8, the Stallholder shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.7 Further, if the Stallholder fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 8, the supplier may end the contract with the stallholder and re-assign the stall to an alternate party.
- 6.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. LIABILITY

- 7.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £15,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Stallholder is responsible for making its own arrangements for the insurance of any excess loss. It is recommended that the Stallholder obtains insurance cover in respect of all risks which may be incurred by the Stallholder, arising out of the Event.
- 7.2 The restrictions on liability in this clause 7 apply to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 7.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 7.3.1 death or personal injury caused by negligence; and
- 7.3.2 fraud or fraudulent misrepresentation.
- 7.4 Subject to clause 7.3, the Supplier shall not be liable for:
- 7.4.1 the death of, or injury to, the Stallholder or that of the Stallholder's employees, contractors or any other guests or invitees to the Venue; or
- 7.4.2 damage or theft of any property of the Stallholder or that of the Stallholder's employees, contractors or other guests of invitees to the Venue, except to the extent that such damage or theft arises from the negligence of the Supplier.

7.5 Subject to clause 7.3 and clause 7.4, the Supplier's total liability to the Stallholder shall not exceed £15,000,000.

7.6

7.6.1 Subject to clause 7.3 and clause 7.4, clause 7.6.2 excludes specified types of loss.

7.6.2 The following types of loss are excluded:

7.6.2.1 loss of profits;

7.6.2.2 loss of sales or business;

7.6.2.3 loss of agreements or contracts;

7.6.2.4 loss of anticipated savings;

7.6.2.5 loss of use or corruption of software, data or information;

7.6.2.6 loss of or damage to goodwill; and

7.6.2.7 indirect or consequential loss.

7.6.3 The following types of loss are not excluded:

7.6.3.1 sums paid by the Stallholder to the Supplier pursuant to this agreement, in respect of any Services not provided in accordance with this Contract;

7.6.3.2 wasted expenditure; and

7.6.3.3 losses incurred by the Stallholder arising out of or in connection with any third-party claims against the Stallholder which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include demands, fines, penalties, actions, investigations or proceedings, including those made or commenced by subcontractors, the Supplier's personnel and regulators.

7.7 Unless the Stallholder notifies the Supplier that it intends to make a claim in connection with this Contract within the notice period, the Supplier shall have no liability for that claim. The notice period for a claim shall start on the day on which the Stallholder became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the incident and shall expire nine months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

8. CANCELLATION

8.1 The Supplier may cancel the Contract with immediate effect by giving the Stallholder or Stallholder's authorised representative notice in writing if:

8.1.1 the Stallholder fails to pay any amount due under the Contract on the due date for payment;

8.1.2 the Stallholder commits a material breach of any term of the Contract;

- 8.1.3 the Stallholder takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 8.1.4 the Stallholder's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or
 - 8.1.5 the Stallholder is unable to perform its obligations in connection with the Contract pursuant to clause 10.1.
- 8.2 The Stallholder may cancel the Contract by notice in writing to the Supplier or Supplier's authorised representative.
- 8.3 If the Contract is cancelled under clause 8.1.1, clause 8.1.2, clause 8.1.3, clause 8.1.4 or clause 8.2, the Supplier will use reasonable endeavours to re-book the stall but the Supplier reserves the right to charge a cancellation fee. Any sums already received by the Supplier under this Contract will be deducted from the cancellation fee. The cancellation fee shall be:

Cancellation before the date of the Event	Cancellation fee
More than four weeks but less than eight weeks before the date of the event	50% of the Hire Charge
Less than four weeks before the date of the event.	100% of the Hire Charge

- 8.4 On completion or cancellation of the Contract for whatever reason:
- 8.4.1 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
 - 8.4.2 completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.
- 8.5 Cancellation due to covid will be subject to the following conditions
- 8.5.1 The supplier and stallholder will adhere to the applicable regulations regarding public health and safety in force at the time of the event.

- 8.5.2 If the supplier cancels the contract due to an enforced third-party venue closure notice, regulation or recommendation then the supplier will refund of 50% of the hire fee to the stallholder.
- 8.5.3 If the supplier elects to cancel the event for covid related reasons, for reasons other than those outlined in 8.5.2, then the supplier will refund 100% of the hire charge to the stallholder.
- 8.5.4 If the stallholder is unable to provide their services as detailed in this agreement due to covid compliance measures or other covid related matters, then no refund of hire charges will be due to the stallholder.

9. DATA PROTECTION

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (UK GDPR), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

10. GENERAL

10.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 Assignment and other dealings

10.2.1 The Stallholder shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent.

10.2.2 The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

10.3 Confidentiality

10.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 10.3. For the purposes of this clause 10.3, "**group**" means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

10.3.2 Each party may disclose the other party's confidential information:

10.3.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10.3; and

10.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

10.4 **Entire agreement**

10.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.4.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

10.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.6 **Waiver**

10.6.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

10.6.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 10.7 shall not affect the validity and enforceability of the rest of the Contract.

10.8 Notices

10.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

10.8.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or

10.8.1.2 sent by email to the address specified in the Hire Details.

10.8.2 Any notice or communication shall be deemed to have been received:

10.8.2.1 if delivered by hand, at the time the notice is left at the proper address;

10.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

10.8.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 10.8.2.3, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

10.8.3 This clause 10.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10.9 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

10.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

10.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1

Services and equipment

services to be provided by SGMT Enterprises Ltd, either directly or through external arrangements with preferred suppliers

- Market stall and 2 chairs
- Event promotion and publicity
- First aid services
- Venue security and stewardship, note it is recommended that cash and valuables are removed from the premises overnight
- Waste Disposal facilities

Additional Services to be provided for an additional fee by SGMT Enterprises Ltd, either directly or through external arrangements with preferred suppliers. Additional services must be notified at application stage

- Electrical connection for a single 13amp, domestic style, 3 pin plug socket (£20+ VAT)

Services specifically excluded from this agreement

SGMT Enterprises Ltd is not able to provide

- Staffing for stallholders
- Parking facilities
- Assistance with stall decoration, supply or movement of stallholder stock, stall take down
- Stallholder costumes
- Stallholder refreshment

Schedule 2

Venue Rules

To maintain the safety of stallholders, visitors and staff and to ensure that the museum collections displayed in our venues are protected, there are a number of venue rules that require your consideration and your agreement to comply.

- A. No incendiary or explosives items, including fireworks, may be brought onto the premises.
- B. The use of portable gas canisters for cooking is subject prior approval and can only be used in designated locations. All gas canisters must be removed from site at the end of the event.
- C. Smoke machines, haze machines and any such devices must only be used with the permission of the Event Organiser in agreed upon designated areas.
- D. The use of sand, soil, bubbles or helium balloons are not permitted unless with the agreement of the Event Organiser prior to the event.
- E. Sheffield Museums Trust reserves the right to make changes to the interior and exterior of the museum.
- F. Stalls are allocated to specific locations and to stallholders at the sole discretion of the Event organizer. Stall holders may not re-position stalls or exchange positions with other stallholders.
- G. The presence of and use of illegal substances will not be tolerated on the Museum site and nor will stallholders or visitors affected by the use of illegal substances. If staff suspect either, it could result in individuals or stallholders being asked to leave, the event being ended prematurely or the calling of the police.
- H. The supply of alcohol to children or vulnerable adults is illegal and could result in bar closures and individual's exclusion from the venue.
- I. The Museum reserves the right to confiscate, until the end of the event, alcohol brought onto the Museum site.
- J. The museum reserves the right to stop, cancel or request changes to a stall, activity or method of work if Health and Safety requirements or measures are not being met to the satisfaction of the Event Organiser
- K. All electrical equipment must PAT tested or have a proof of purchase dated within the last 12 months.
- L. Suppliers of food and drink must have Food Hygiene Certificate Level 2.
- M. SMT and its representatives are not responsible for the conduct or any dispute between stallholders or between stallholders and other contractors or between stallholders and visitors.