



GLENSHIEL FAIR 2024 - TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 The Glenshiel Fair ("**Fair**") is organised and hosted by the **Priory for South Africa of the Order of St John**, its employees and/or affiliates ("**Order**") and will take place at 19 Woolston Road, Westcliff ("**Fair Premises**") between 16th October 2024 and 20th October 2024 ("**Fair Period**").
- 1.2 Applicants acknowledge that, by making an application, the applicant has been given an appropriate opportunity to first read these terms and conditions ("**Terms**") before applying and that the applicant understands and agrees to, and accepts, these Terms.
- 1.3 By making an application to be a stall holder at the applicants agree to be bound by these Terms.

2. APPLICATIONS FOR STALLS

- 2.1 Applications for stalls are to be made online at <https://www.glenshiel.org.za/vendor-application-2024/>
- 2.2 No applications shall be accepted after midnight on Friday 7 June 2024.
- 2.3 The predetermined allocated areas for Stalls are limited in their availability and position ("**Stall Location**") and are assigned on a first come first serve basis, provided that the Applicant shall indicate the position of the Stall they wish to obtain. In the event that a stall is not available in the location selected by the Applicant, the Order reserves it's right to offer an alternative Stall Location to the Applicant ("**Alternative Location**"), or to reject the Applicant's Application. If the Order offers an Alternative Location to an Applicant, the Applicant shall within hours notify the Order whether or not they accept the Alternative Location, failing such notification, the Order shall reject the Applicant's Application.
- 2.4 Applications are considered on the quality, variety and balance of products to be offered by the applicant at the Fair and will further be considered to the extent to which products to be sold overlap with and/or impact other Stall Holders.
- 2.5 Applications will be reviewed, and the Applicant will be notified via e-mail on or before 1st June 2024 if the application has been accepted or not.
- 2.6 The Order reserves the right to refuse any application, for any reason whatsoever and without having to provide such reasons for such refusal.
- 2.7 Application related queries must be sent via email to glenshielchristmasfair@gmail.com.

- 2.8 The fees payable by a successful Applicant are detailed in clause 4 below ("**Stall Fees**"). All Proof of Payments **MUST** be emailed to GlenshielPOP@stjohn.org.za. **NO OTHER EMAIL ADDRESS** may be used for the purpose of sending through proof of payments. Sending a POP to any other email address will result in the stall being considered 'unpaid' and the stall will be immediately allocated to another stall holder. **Payments are strictly payable upon presentation of invoice.**
- 2.9 Successful Applicants will receive an invoice for payment of a deposit fee, calculated as 50% of the Stall Fees ("**Deposit**"), which Deposit shall be payable by the Applicant to the Order on or before 30th June 2024.
- 2.10 An Applicant will only be finally allocated a stall once an Applicant's application is accepted by the Order and the Stall Fees have been paid in full, and in accordance with clause 4 below ("**Stall Holder**").
- 2.11 The balance of the Stall Fee must be paid by the Applicant to the Order on or before 1st September 2024. The Deposit shall not be refunded by the Order if:
- 2.11.1 the balance of the Stall Fees is not paid by an Applicant on or before 1st September 2024; or
- 2.11.2 a Stall Holder does not notify the Order by the 15th September 2024, that it shall, for whatever reason, not be able to attend the Fair during the Fair Period.
- 2.12 It is an Applicant's responsibility to ensure that all information provided to the Order is accurate, precise and up to date.
- 2.13 The Order shall treat and hold as confidential all information which it may receive from an Applicant, or which becomes known to it concerning the Applicant which is marked as confidential or has the necessary quality of confidentiality about it.
- 2.14 Applicants hereby further expressly consent to the Order supplying any third party with any and all information pertaining to the Applicant, including, but not limited to, any and all information provided by the Applicant to the Order in terms of these Terms.

3. **MARKETING**

- 3.1 The Order has online marketing strategies in place and will also advertise in print as deemed suitable.
- 3.2 Applicants are required to 'Like', 'Follow' and 'Share' the Glenshiel Fair Facebook and Instagram pages, the links to which are the following:
- 3.2.1 <https://www.instagram.com/glenshielfair/>
- 3.2.2 <https://www.facebook.com/GlenshielFair>

4. **STALL FEES**

- 4.1 There are a limited number of Stalls for use by Stall Holders at the Fair.
- 4.2 Each stall measures approximately 3m wide by 2m deep. Extra space stalls measure approximately 4.5m wide by 2m deep.
- 4.3 The total fee payable for a stall is dependent on the location of the Stall as follows:
- 4.3.1.1 **Car Port Regular:** R7 500
 - 4.3.1.2 **Lawn Marquee Regular:** R12 500
 - 4.3.1.3 **Food Lawn Regular:** R5 000.00 (Stall Holders trading in food products for onsite consumption)
 - 4.3.1.4 **Rose Garden Regular:** R14 500
 - 4.3.1.5 **Rose Garden Extra Space:** R17 000
 - 4.3.1.6 **Main House Regular:** R21 000.00
 - 4.3.1.7 **Main House Extra Space:** R23 000.00

5. **STALLS**

- 5.1 Stall Holders must clearly display their stall name on the stall.
- 5.2 During Fair Operating Hours, Stall Holders shall
- 5.2.1 be responsible for removing any and all litter/rubbish immediately from their stall and surrounding area, and disposing of it in the designated recycling or trash containers provided at the Fair; and
 - 5.2.2 keep their stalls in a clean and sanitary condition at all times.
- 5.3 Stall Holders agree to stock sufficient inventory, supplies or products to adequately service the anticipated attendees per day at the Fair.
- 5.4 Stall Holders trading in food or drinks to be consumed by customers onsite must furnish the Order with a valid Certificate of Acceptability ("**COA**"), which COA must also be on display at all times at your stall. A Stall Holder trading in food or drinks to be consumed by customers shall not be eligible to trade unless the COA is displayed.

6. **TRADING**

- 6.1 Stall Holders will only be allowed to sell products listed in their applications and will not be permitted to sell any other products or item or product.
- 6.2 No Stall Holder may possess or sell items such as guns, knives and/or other weapons, real or fake, or any goods that are, in the Order's opinion, counterfeit and/or pass-offs, or any other

products that may result in damage to the Fair and its surrounding environment, or items which are widely considered dangerous to the attendees' health and safety.

- 6.3 In the event of a Stall Holder wishing to alter the type or range of Products that the Stall Holder has applied to trade at the Fair, the Order must be made aware of such variation and/or additional Products ("**Additional Products**"). The Additional Products are subject to the approval of the Order, which approval may, in its sole discretion, be withheld.
- 6.4 The Order shall supply Stall Holders with the following for their use during the Fair Period:
- 6.4.1 1 x trestle table (to be pre-ordered when booking);
 - 6.4.2 Tablecloths (to be pre-ordered when booking);
 - 6.4.3 1 x chair;
 - 6.4.4 1 x plug point (to be pre-ordered when booking),

which items shall be returned by Stall Holders to the Order after the end of the Fair Operating Hours on the final day of the Fair Period. In the event that any of the items listed in clauses 6.4.1 to 6.4.4 above are damaged during the Market Period ("**Damaged Item**"), the Stall Holder who was in possession of the Damaged Item, shall replace the Damaged Item within 2 (two) Business Days following notification from the Order, alternatively pay to the Order the fair replacement value of such Damaged Item, as determined in the Order's reasonable opinion.

- 6.5 Stall Holders shall be supplied with 2 (two) access wristbands which allow access to the Fair for the person wearing the access wristband ("**Access Band**"). Further access wristbands may be provided to Stall Holders trading in food and drinks, at the discretion of the Order. In the event that a Stall Holder does not have the Access Band, such Stall Holder shall not be allowed entry to the Fair.
- 6.6 Stall Holders shall not encroach on other Stall Holders' designated stalls areas, nor shall they erect shelves that block the view of other stall holders.
- 6.7 The Order has the right to ask Stall Holders to remove or make alterations to any fixtures and/or fittings attached to a Stall Holder's stall and to make necessary alterations to their display if the fixtures and/or fittings are deemed unsuitable, create a hazard to the public or for any other reason as determined by the Order, in its sole discretion.
- 6.8 Stall Holders shall take any and all necessary precautions, required by a reasonable person under the circumstances and/or the Order, to ensure that any use of gas and/or open fires is undertaken in a responsible manner that does not cause any damage or harm to any goods and/or persons. If applicable, the Stall Holder shall be required to be in possession of the required, appropriate, portable fire extinguishers.

- 6.9 *Stall Holders are required to arrange cashless payment facilities in the form of Zapper, Snapscan, or other credit card machines. There will be no ATM facilities at the Fair.*

7. FAIR OPERATING HOURS

- 7.1 The Market's operating hours during the Fair Period are

Wednesday 16 October 2024	5pm - 9pm	Preview Evening
Thursday 17 October 2024	5pm - 9pm	Open to the public
Friday 18 October 2024	5pm - 9pm	Open to the public
Saturday 19 October 2024	9am - 6pm	Open to the public
Sunday 20 October 2024	9am - 4pm	Open to the public

- 7.2 Stalls must be fully set up before Fair Operating Hours on each day of the Fair during the Fair Period. Stall Holders may commence set up of their stalls before the start of Fair Operating Hours, and in any event between **07h00** and **08h45** on each day during the Fair Period.
- 7.3 All storage and packing material must be removed from the stall before Fair Operating Hours, alternatively stored from view during Fair Operating Hours.
- 7.4 Vendor vehicles may enter the Fair Premises, proceed to the allocated car park and offload stock inside the parking area. The Stall Holder **MUST** move their vehicle out of the car parking area immediately – either to the designated area or public road. Vendors may not offload stock, take it to the stall, set up and only then remove their vehicles. Those Vendors who do not comply, will have their vehicle towed. Porters will be available to assist Stall Holders with carrying stock to the stall.
- 7.5 Vehicles must be offloaded and moved off the premises, where the Stall Holder shall be required to park on the public roads. The parking of vehicles and the location at which they are parked is entirely at the Stall Holders own risk.
- 7.6 Stalls must be occupied at all times during the Fair Operating Hours.
- 7.7 All stalls must remain open until the Fair Operating Hours conclude on each day of the Fair during the Fair Period. Packing up and closing of Stalls is not permitted before the end of the Fair Operating Hours.
- 7.8 Stall Holders shall remove all fixtures and fittings at end of the Market Period. Stalls must in any event be cleared by **18H00** on the final day of the Market Period.

8. BREACH

- 8.1 Stall Holders, their employees and any other associated persons shall at all times during the Fair maintain the dignity and integrity of the Order as well as the spirit of the Fair.
- 8.2 The Order reserves the sole right to instruct any Stall Holder to leave the Fair, and if so instructed, the Stall Holder shall within 4 hours vacate the Fair, should the Order determine that such Stall Holder, its employees, and/or anyone associated with the Stall Holder:
- 8.2.1 is not acting, or has not acted, in the best interest of the Fair and/or the Order;
- 8.2.2 has breached any provision of these Terms; and/or
- 8.2.3 if the Order is required to do so by law.

9. LIABILITY, SUSPENSION OF FAIR AND INDEMNITY

- 9.1 The Order and its affiliates shall not be responsible, and disclaim all liability for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by any attendees of the Fair and/or customers of the Stall Holder.
- 9.2 The Order reserves the right to vary, suspend, postpone or cancel the Fair, or any part thereof during the Fair Period, for any reasons whatsoever and with reasonable notice to Applicants and/or Stall Holders. In such event, Applicants and/or Stall Holders hereby waive any rights or expectations which they may have against the Order and acknowledges that they will not have any recourse or claim of any nature against the Order.
- 9.3 If the Fair is prevented or restricted directly or indirectly from taking place by reason of certain events, outside of the control of the Order, which include, but are not limited to a strike, lock-out, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, civil commotion, unrest or disturbances, cessation of labour, government interference or control, or any other cause or contingency beyond the control of the Order, then the Order shall be relieved of its obligations hereunder during the period that such event and its consequences continue, but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages either general, special or consequential which a Stall Holder or Applicant may suffer due to or resulting from such delay or failure, provided always that written notice shall forthwith be given of any such inability to perform by the Order.
- 9.4 Stall Holders hereby indemnify the Order from and against any and all claims, demands, actions, debts, liabilities and attorney's fees arising out of, claimed on account of, or in any

manner predicated upon loss or damage to the property or the injuries or the death of any and all persons whatsoever, in any manner caused or contributed to by the stallholder or the stall holder's employees while in, upon or about the property where in the stall is located, or while going to or departing from the same and to indemnify the Order from and or any account of damages of any kind which may be suffered as the result of the acts of any of the market contractors, agents, or employees in or about the property at which the fair is at.

10. CANCELLATION OF THE FAIR

- 10.1 The Order will put in place all reasonable plans to ensure that the Fair takes place during the Fair Period. However, the Order cannot be held responsible for events that are outside its control which lead to a change in, or cancellation of the Fair Premises and/or Fair Period or any other aspect related to the Fair.
- 10.2 In the event of severe weather conditions, the Order shall be permitted to close the Fair until such time as the severe weather has subsided, and in any event when the Order deems it appropriate for the Fair to continue.

11. DOMICILIUM ADDRESS

The Stall Holders hereby choose as their *domicilium citandi et executandi* for all purposes arising out of these Terms and/or any action or proceedings instituted by the Order against such Applicants and/or Stall Holders, the physical address provided by them when making their application. Stall Holders shall be entitled to change their given address for the purposes of this clause 11, by providing written notice to the Order, which change of address shall only become effective on date of the receipt by the Applicant Stall Holder of a written acknowledgement by the Order that the Order has received the Stall Holder written notice of change of address.

12. GENERAL AND INTERPRETATION

- 12.1 Any relaxation or indulgence which the Order may show to an Applicant or Stall Holder shall not in any way prejudice any of the Order's rights under these Terms.
- 12.2 No consent for cancellation, variation or modification of the terms of these Terms, including this clause, shall be binding on the Order, unless reduced to writing and signed by both the Order and any such Applicant or Stall Holder.
- 12.3 Each clause of these Terms is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause, or clauses, shall not affect the remaining provisions of these Terms, which shall remain of full force and effect.



- 12.4 The Order shall be entitled to vary, amend and/or alter these Terms in its sole discretion, prior to the commencement of the Fair Period ("**Amended Terms**"), provided that the Amended Terms shall only be enforceable and effective on the date that the Order has published the Amended Terms on its website or other public platform.
- 12.5 Subject to any provision to the contrary contained herein, these Terms contains the entire agreement between the Order and any Applicant, or Stall Holder, and any other terms thereof whether express or implied or excluded herefrom and any variations, cancellations or additions to these Terms proposed by the Applicant, or Stall Holder, shall not be of any force or effect unless reduced to writing and signed by the Order.
- 12.6 The Parties hereby consent to the jurisdiction of the Magistrates court in terms of Act no. 32 of 1944, in respect of any legal proceedings arising out of or in connection with these Terms. Notwithstanding the foregoing, The Order may, in its discretion, institute legal proceedings arising out of or in connection with these Terms.
- 12.7 These Terms shall be governed by, and interpreted in accordance with, the laws of the Republic of South Africa.
