



Five Pillar

Terms and Conditions for Hiring a Pop-Up Stall at Five Pillar Markets Kiosk in Westfield

Please note that when reserving a space at our kiosk, you are booking within a retail environment, not a traditional market. It's essential that you comply with the shopping centre's rules and regulations. Any failure to do so could result in your booking being cancelled or you being asked to vacate the premises by our staff.

Before completing your reservation, please ensure you meet the following conditions:

1. **Public Liability Insurance:** You must have a valid public liability insurance policy with a minimum coverage of £1 million.
2. **Eligible Products:** Your products must fall under the categories of cosmetics, accessories, prepacked food, homeware, or clothing, and your business must be based in the U.K.
3. **Food Items:** If you wish to sell food, please contact us for approval prior to booking.
4. **Stall Space Requirements:** Your products must be able to fit within the dimensions of a 1000 x 1000mm stall and should be displayed in an organised, uncluttered way.
5. **Stall Attendance:** You or a designated representative must be present at your stall for the full duration of the event.
6. **Stock Levels:** Ensure your stall is consistently well-stocked throughout the event.
7. **Centre Regulations:** It is vital that you fully understand and adhere to the shopping centre's rules and regulations to maintain the required standards.

Introduction

By hiring a pop-up stall at Five Pillar Markets kiosk in Westfield, you ("the Hirer") agree to comply with these terms and conditions. These terms are designed to ensure the smooth operation and safety of all businesses using the kiosk space. If you do not agree to these terms, you may not proceed with the booking.

1. Definitions

- "Hirer" refers to the business or individual hiring the stall.
- "Kiosk" refers to the designated area within Westfield managed by Five Pillar Markets
- "Booking" refers to the reservation of the pop-up stall.
- "Booking Fee" refers to the amount payable for reserving the pop-up stall.

2. Booking Process

- All stall bookings are subject to availability.

- Bookings must be made at least 30 days in advance of the desired start date.
- A completed booking form and payment of the booking fee are required to confirm the reservation.
- The Hirer is responsible for ensuring that all information provided is accurate and up-to-date.

3. **Payment Terms**

- The full booking fee must be paid 30 days prior to the event.
- If the Hirer fails to pay the full booking fee by the due date, the booking may be cancelled, and any deposit may be forfeited.

4. **Stall Space and Usage**

- The Hirer will be allocated a designated stall space in the kiosk area.
- The Hirer is responsible for ensuring the stall setup does not exceed the allocated space or obstruct pathways. The Hirer must operate within a 1 meter of their kiosk
- The Hirer must only sell or promote products or services that have been approved by Five Pillar Markets prior to the event.
- The Hirer must comply with all applicable UK laws and regulations, including, but not limited to, the **Health and Safety at Work etc. Act 1974**, **Consumer Protection from Unfair Trading Regulations 2008**, and **The Copyright, Designs and Patents Act 1988** (concerning intellectual property).

5. **Equipment and Setup**

- The Hirer is responsible for the safe setup and breakdown of their stall. The Hirer must ensure that their stall is set up by 30 minutes before the event start time and remains open for the full duration of the event.
- All stalls must be dismantled promptly after the event ends.

6. **Cancellations and Rescheduling**

- Cancellations must be made in writing at least 25 days before the booking date.
- If the Hirer cancels the booking no refund will be issued.
- If the Hirer fails to show up for the booking, no refund will be issued.
- In the event that Five Pillar Events must cancel or reschedule the booking due to unforeseen circumstances, the Hirer will be offered either a full refund or an alternative date.

7. **Insurance and Liability**

- The Hirer is required to have appropriate public liability insurance in place for the duration of the booking, with a minimum cover of £1 million.
- Five Pillar Markets is not liable for any loss, theft, or damage to the Hirer's property or products during the event, except where such loss or damage is caused by the negligence or willful default of Five Pillar Markets.
- The Hirer agrees to indemnify and hold harmless Five Pillar Markets from any claims, losses, or damages arising from the Hirer's use of the stall.

8. **Health and Safety**

- The Hirer is responsible for ensuring that their stall complies with all applicable health and safety regulations, including, but not limited to, the **Health and Safety at Work Act 1974** and any relevant **Regulatory Reform (Fire Safety) Order 2005** provisions.

- The Hirer must adhere to all Westfield safety protocols, including those concerning the safe storage of hazardous materials and the safe operation of equipment.
- The Hirer must immediately notify Five Pillar Markets of any accidents, injuries, or hazards on-site.

9. **Conduct and Behaviour**

- The Hirer must conduct business in a professional manner and maintain a respectful environment for other vendors, customers, and Westfield staff.
- The Hirer is prohibited from engaging in any illegal, offensive, or harmful behaviour, in accordance with the **Public Order Act 1986** and other relevant legislation.
- Five Pillar Markets reserves the right to remove the Hirer from the premises if their behavior disrupts the event or violates the terms of this agreement. In such cases, no refund will be given.

10. **Force Majeure**

- Five Pillar Markets is not liable for failure to provide the kiosk space or fulfil obligations due to circumstances beyond our control, including, but not limited to, natural disasters, strikes, pandemics, or issues within Westfield's management.
- If such circumstances occur, Five Pillar Markets will attempt to reschedule the booking or offer an alternative solution where possible. A refund will not be applicable.

11. **Termination**

- Five Pillar Markets reserves the right to terminate the booking and remove the Hirer from the kiosk space if the Hirer breaches any of these terms and conditions. In such cases, the Hirer may forfeit any prepaid fees.
- The Hirer must vacate the stall immediately if asked to do so by Five Pillar Markets.

12. **Privacy and Data Protection**

- In accordance with the **General Data Protection Regulation (GDPR)** and the **Data Protection Act 2018**, Five Pillar Markets will collect and process the Hirer's personal data for the purpose of managing the booking and ensuring compliance with these terms and conditions.
- Personal data will not be shared with third parties without the Hirer's consent, except as required by law or to facilitate the booking process.
- The Hirer has the right to request access to, correction of, or deletion of their personal data held by Five Pillar Markets. Please refer to our privacy policy for more information.

13. **Amendments**

- Five Pillar Markets reserves the right to update or amend these terms and conditions at any time, in compliance with relevant laws and regulations. The Hirer will be notified of any changes, and the updated terms will apply to future bookings.

14. **Governing Law**

- These terms and conditions are governed by and construed in accordance with the laws of England and Wales.
- Any disputes arising under or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

15. Entire Agreement

- These terms and conditions constitute the entire agreement between Five Pillar Markets and the Hirer with respect to the booking of the pop-up stall. Any prior agreements, representations, or understandings are superseded by these terms.

By signing below, the Hirer acknowledges and agrees to these terms and conditions.

Hirer Name:

Hirer Signature:

Date: