



## VENDOR APPLICATION FORM

1. *This application form must be accompanied by photographs (one for each art/craft you wish to be considered) and a brief description of all products/works that the applicant is seeking permission to sell or display*
2. *Successful applicants will be required to sign a licence agreement and pay the prescribed licence fee on signing.*
3. **Provide proof of Nationality (i.e. Passport/Caymanian Status Papers)**

<b>Name</b>	
<b>Address</b>	
<b>Date of Birth</b>	
<b>Nationality</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>Email</b>	

*Please indicate the category or categories of art/craft product that you are seeking permission to sell or display in the Craft Market.*

<b>Art/Craft</b>	<b>√</b>	<b>Specify:</b>	<b>Internal Use Only</b>
<i>Artwork</i>			
<i>Carvings</i>			
<i>Ceramics</i>			
<i>Country Crafts</i>			
<i>Dolls/Toys</i>			
<i>Food Products</i>			
<i>Jewellery</i>			
<i>Leather Goods</i>			
<i>Needle Work</i>			
<i>Straw Work</i>			

<b>Textiles</b>			
<b>Sea Crafts</b>			
<b>Electronic Art</b>			
<b>Local Fashion</b>			
<b>Photography</b>			
<b>Other</b>			

Initials \_\_\_\_\_

**Please provide a "Yes" or "No" answer to the questions below, and supply additional information when asked.**

<b>Do you create the crafts you wish to sell at the market?</b>	
<b>Are the crafts you wish to sell 100% Caymanian made?</b>	
<b>Are the crafts you wish to sell at minimum 50% Caymanian made?</b>	
<b>Please explain:</b>	
<b>Will you be tending to your table at the market daily?</b>	
<b>Will you employ someone to tend to your table? (all permits and licenses are the sole responsibility of the vendor)</b>	

**Description of Products *(Please provide additional page(s) if necessary)***

Empty box for product description.

**Please return completed form and supporting documentation to:  
The Tourism Attraction Board, Pedro St. James, Savannah, P.O. Box 305 KY1-1501  
Tel. 345-949-6999 or Fax 345-949-6668**

**FOR INTERNAL USE ONLY**

<b>Date Received:</b>	
<b>Approved (Y /N):</b>	
<b>Reasons:</b>	
<b>Date Payment Received:</b>	
<b>Authorized by:</b>	

**OFFICIAL STAMP:**

\_\_\_\_\_

**SIGNATURE**

# Cayman Craft Market Code of Conduct

## 1. Preamble

- 1.1 The following conduct rules are made pursuant to Clause 3.10 of the Vendor Licence Agreement (“Licence Agreement”). The provisions set out below are intended to be in addition to the specific provisions and restrictions set out in the Licence Agreement. In the event of any conflict between this Code of Conduct (“Code”) and the Licence Agreement, the Licence Agreement shall prevail.
- 1.2 Capitalised terms in this Code shall take the same meaning as defined in the Licence Agreement unless otherwise specified.
- 1.3 This Code may be subject to change at any time at the sole discretion of the TAB, on seven days notice to Vendors.

## 2. Products

- 2.1 The objective of the Cayman Craft Market (“CCM”) is to preserve and promote traditional arts and crafts products and skills of the Cayman Islands by allowing Vendors to offer for sale:
  - 2.1.1 locally made items of original or unique design which employ traditional arts and crafts techniques which reflect the heritage and culture of the Cayman Islands; or
  - 2.1.2 Items which are imported as semi-finished products which are finished in the Cayman Islands in a manner which employs traditional arts and crafts techniques and which reflects the heritage and culture of the Cayman Islands.Vendors are only allowed to offer for sale items which are consistent with this fundamental tenet of the CCM. Items offered for sale must match the description and must be consistent with any sample presented to the TAB at the time of application, or at any subsequent approved amendment to the original application.
- 2.2 Items must be of original, unique work or design and must adhere to standards of satisfactory quality, be fit for purpose and reasonably durable having regard to the price paid for the item. Items sold must match any description applied to them and must be consistent with any sample items displayed.
- 2.3 It will be a breach of the terms of the Code for Vendors to supply any items which are not consistent with the criteria and fundamental tenet of the CCM or which are, in the view of the Manager of the CCM, not consistent with the requisite standards of quality. Any appeal against any determination by the Manager of the CCM which the Vendor considers is unfair should be addressed by way of a formal grievance filed pursuant to the grievance procedure set out below.
- 2.4 Vendors are to clearly label sale items offered for sale with known faults as ‘seconds’.
- 2.5 Vendors must maintain at the Designated Space an attractive display of goods in keeping with the provision of a high quality experience for tourists and other customers

- 2.6 Vendors must not sell, offer for sale or distribute from the CCM any of the following:
- (a) Alcohol or alcoholic beverages of any kind, whether for consumption on or off the Premises;
  - (b) Gold or platinum jewellery, whether set with gemstones or not;
  - (c) Fragrances, perfumes or cosmetics;
  - (d) Cigars;
  - (e) 'Colour change' resort wear or accessories; or
  - (f) Any product for which Kirk Freeport Ltd holds agency rights
- 2.7 A vendor who wishes to sell products in addition to those approved by the TAB and specified in their licence certificate, must apply in writing for approval of the TAB to do so, providing photos and/or samples of the additional products.

### **3. Operation**

- 3.1 Official hours of operation are Monday to Friday from 8:30 am to 3:00 pm, or such other hours as may be determined from time to time by TAB.
- 3.2 Designated Spaces will be allocated by the Manager of the CCM in his discretion, and can be varied on seven days notice. Vendors are responsible for the entire set-up of their Designated Space, including banners and advertising materials. Vendor displays must be set-up prior to the commencement of the designated operating hours of the Cayman Craft Market. Vendors must not bring any furniture, equipment, goods, or chattels onto the CCM without the consent of the Manager of the CCM.
- 3.3 Vendors are to ensure that their Designated Space is open for business for the entire duration of the designated hours unless otherwise approved by the Manager of the CCM. For the avoidance of doubt, Vendors who are unable to open for business due to sickness shall be excused from opening for business. Any Vendor who is absent from the CCM for more than three days due to sickness may, at the discretion of the Manager of the CCM or the CEO of the TAB, be required to provide a doctor's certificate.
- 3.4 Vendors are not to operate outside of their designated space and must ensure that all vendor signs, banners and other marketing materials do not intrude on the space allocated to other Vendors. All vendor signs, banners and other marketing material must not be offensive and must be consistent with the fundamental tenet of the CCM. The Manager of the CCM may require removal of vendor signs, banners or other marketing material which are considered inappropriate due to their content or location.
- 3.5 A Vendor may, with the approval of Manager of the CCM, temporarily cover the stall of another Vendor's products.
- 3.6 Vendors are solely responsible for the safekeeping and security of all items in their Designated Space.

- 3.7 Vendors shall keep their Designated Space, all Access Ways and other communal areas clean and tidy and clear of rubbish and to leave same in clean and tidy condition at all times.
- 3.8 Vendors are required at all times to comply with fire safety and health and safety policies as issued by the TAB from time to time.
- 3.9 Vendors are not permitted to keep dogs or other animals at the CCM.
- 3.10. Vendors are encouraged to carry liability insurance in order to protect their business and personal property from potential claims.

#### **4. Conduct**

- 4.1 The following conduct rules set out the standards of behaviour expect of Vendors at all times. Vendors are reminded that in their role at the CCM they are representatives of the Cayman Islands tourism industry, and Vendors are expected at all times to conduct themselves and their operations in a manner consistent with that role.
- 4.2 Vendors are expected to hold themselves to high standards of customer service at all times and to be courteous and accommodating to visitors. Use of profanity or abusive or threatening language or violent or threatening behaviour to, or in the presence of, visitors will be regarded as serious misconduct.
- 4.3 Vendors are not to engage in haggling and are not to employ sales techniques which may be regarded as high-pressure.
- 4.4 In the event of any dispute between a Vendor and a customer, the Vendor must use best endeavours to amicably resolve the dispute in accordance with the high standards of customer service required of Vendors. In the event that the dispute cannot be resolved, the Manager of the CCM shall be contacted immediately, whose decision in respect of any such dispute shall be final. The Manager of the CCM may refer any such dispute to the CEO of the TAB at his discretion. Any Vendor who is aggrieved by the determination of the Manager of the CCM shall be at liberty to file a grievance following the procedure set out below.
- 4.5 Vendors are to wear during the Designated Hours any uniform that may be approved from time to time by the TAB. In the absence of any uniform being approved by the TAB, Vendors are expected to wear smart, clean and presentable clothing which is commensurate with their standing.
- 4.6 Vendors are not permitted to smoke within the areas occupied and designated for vendor displays and tables. Vendors may only smoke in designated smoking areas.
- 4.7 Vendors are expected at all times to be courteous and respectful to other Vendors and TAB staff. Any Vendor who uses profane, abusive, or threatening language or violent or threatening behaviour, brings the CCM into disrepute, or otherwise affects the reputation, integrity, or smooth operation of the CCM shall be guilty of misconduct.

- 4.8 Vendors shall not to use the Designated Space or Access Ways in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the CCM or adjoining or neighbouring property or to the owners, occupiers or users of such adjoining or neighbouring property.

## **5. Disciplinary Procedure**

- 5.1 In the event of any breach of the above Code which is regarded to be so serious that it would be unreasonable to expect the TAB to continue the relationship with the Vendor, the TAB may summarily terminate the Licence Agreement immediately, without notice.
- 5.2 By way of example, conduct which would justify the summary termination of the Licence Agreement would be (i) acts of violence or threatening behaviour to visitors to the CCM, TAB staff or other Vendors; (ii) being rendered unfit for work as a result of excessive use of alcohol or any use of (or possession of) any illegal substance; (iii) dealing dishonestly with visitors to the CCM or the TAB and its staff; and (iv) deliberate damage of CCM property. This list is not exhaustive.
- 5.3 Any decision to summarily terminate the Licence Agreement shall be taken by the CEO of the TAB following a report by the Manager of the CCM and any further necessary further investigation. Any Vendor who is summarily terminated on the grounds of misconduct shall have the right to appeal against that decision to the Board (or any sub-committee established for the purposes of administering the disciplinary and grievance procedures set out in this Code). The appeal must be served on the Board in writing within 14 days of the termination. The Board may determine that appeal in its absolute discretion and the decision of the Board shall be final.
- 5.4 In the event of a breach of the above code which is not so serious that it would justify summary termination of the Licence Agreement, but sufficiently serious that the TAB could not be expected to tolerate a repeat of the misconduct, the Vendor will be issued with a written warning, which shall include details of the misconduct complained of. The written warning shall be issued by the CEO of the TAB following a report by the Manager of the CCM and any further necessary further investigation and shall be retained on file for a period of 12-months, and any repeat of that misconduct or any other act of misconduct within the tendency of the written warning shall result in the termination of the Licence Agreement.
- 5.5 After a period of 12 months from the date of the warning has passed, the warning shall remain on file and the TAB reserves the right to take into account the fact that a warning has been issued in considering an application by a Vendor for the renewal or continuation of the Licence Agreement.
- 5.6 By way of example, conduct which would justify a written warning would be (i) failure to open the Designated Space on time, or failing to keep the Designated Space open during operating hours; (ii) persistently failing to offer for sale products consistent with the fundamental tenet of the CCM or products which otherwise fail to meet the standards of quality required by this Code; (iii) bringing the CCM into disrepute; and (iv) failing to meet the standards required in respect of customer service or otherwise acts of subordination to TAB staff. This list is not exhaustive.

- 5.7 The CEO of the TAB may, in addition to or independently of any written warning issued pursuant to paragraph 5.4 above or any verbal warning issued by the Manager of the CCM pursuant to paragraph 5.7 below, impose a period of suspension of up to 30 days for any instance of misconduct.
- 5.8 In cases where the misconduct does not justify a written warning, the Manager of the CCM shall be entitled to issue a verbal warning, which will be reported to the CEO of the TAB and recorded on file. A series of minor infractions justifying verbal warnings may amount to a course of conduct justifying the issuing of a written warning.
- 5.9 In respect of any written or verbal warning or period of suspension, the Vendor concerned shall have the right to file an appeal in writing, within 14 days of the date of the warning, to the Board for review of the decision to issue a verbal or written warning. The Board may determine that appeal in its absolute discretion and the decision of the Board shall be final.

**6. Grievance Procedure**

- 6.1 In the event that a Vendor has any grievance with any other Vendor or with the management of the CCM, the Vendor should attempt to address that grievance informally with the Manager of the CCM. To the extent that a grievance cannot be resolved informally, the Vendor should report the grievance in writing to the Manager of the CCM. If the complaint concerns the Manager of the CCM or it would otherwise be a conflict of interests for the Manager of the CCM to adjudicate the grievance, the Vendor should report that grievance in writing to the CEO of the TAB. In either case, the Manager of the CCM or the CEO of the TAB will adjudicate the grievance within 14 days.
- 6.2 Any Vendor who is dissatisfied with the determination of the grievance may file an appeal with the Board, which shall determine that appeal in its absolute discretion and the decision of the Board shall be final.

SIGNED: (for and on behalf of the TAB – add name and capacity)

\_\_\_\_\_  
(Signature of Appointing Officer)

Date: \_\_\_\_\_

The Vendor hereby acknowledges that he/she has received, read and understood this Code of Conduct

SIGNED: (Insert Name of Vendor)



\_\_\_\_\_  
(Signature of Vendor)

Date: \_\_\_\_\_

**Applicant's Declaration**

*I have read and understood the licence to occupy and the vendor rules, and I confirm that I would not have any difficulty in complying with them should my application be successful.*

\_\_\_\_\_  
Print Name of Applicant:

\_\_\_\_\_  
Signature of Applicant:

Date: \_\_\_\_\_