



## TERMS AND CONDITIONS

### 1. DEFINITIONS

- "Event"** Means the event specified in the registration form whose provisions are subject to these Terms and Conditions;
- "Organiser"** Means the Parish of Witney Parochial Church Council;
- "Stallholder"** Means all employees, servants and agents of any company, partnership, firm or individual to whom stall space has been allocated for the purpose of exhibiting;
- "Venue"** Means the venue of St Mary the Virgin whose address is Church Green, Witney, Oxfordshire, OX28 4AW, and at which the Event is to take place.

### 2. EFFECTIVE CONTRACTS, ADMISSION TO THE EVENT

- 2.1 The legal relationship between the Stallholder and the Organiser shall be governed by the terms and conditions below, in conjunction with the registration form. Any other agreements, individual permits or special terms are subject to confirmation in writing by the Organiser. Confirmation by fax or email shall be deemed a confirmation in writing as well.
- 2.2 Stallholders must register in writing using the registration form. The registration constitutes a binding offer for a contract by which the Stallholder remains bound until the Organiser approves or refuses the registration. A contract becomes valid and effective upon the Organiser transmittal of the admission.
- 2.3 The Stallholder consents to the electronic storage of the Stallholder's data for the purpose of contract fulfilment. The admission is restricted exclusively to the registered Stallholder and the confirmed exhibits and services.
- 2.4 Admission may be revoked if it was granted upon wrong or incomplete information submitted, or if the conditions for admission become inapplicable later.

### 3. PROMOTION AND MARKETING OF THE EVENT

The Organiser shall be entitled to use and reproduce the Stallholder's name, trademark and logo in connection with the promotion of the Event.

### 4. COST OF EVENT

The cost of exhibiting is set out in the registration form.

### 5. APPLICATION FOR STALL SPACE

- 5.1 The Organiser provides stall space for the registrant's business area. Where possible, the Stallholders preferences as to size and location of the space will be accommodated.
- 5.2 Application for stall space must be made on the official registration form. Stall space will be allocated on a "first come - first served" basis, and if possible, in accordance with the Stallholder's choice and preference.
- 5.3 The submission of an application on the registration form provided together with the final allocation by the Organiser and the acceptance by the Stallholder of stall space shall be deemed to be a contract in acceptance of and in accordance with these Terms and Conditions.
- 5.4 The registration form must list all firms being represented by the Stallholder.
- 5.5 The Organiser shall reserve the right to refuse any application for stall space or prohibit any exhibit without assigning any reason for such refusal or prohibition.
- 5.6 The Organiser reserves the right to alter the positions of stalls if, in their opinion, this is necessary.

### 6. TECHNICAL FACILITIES, SERVICES

- 6.1 The Organiser is responsible for the general heating, cleaning and lighting of the Venue.
- 6.2 The Stallholder is responsible for the cleaning of the stall space and the disposal of waste. Cleaning must be completed at the end of the Event. Failure to do so may mean any cleaning or waste disposal costs could be charged to the Stallholder after the Event.

### 7. PAYMENT

- 7.1 The Stallholder agrees that all fees relating to exhibiting at the Event, or any other amounts owed to the Organiser, must be paid to the Organiser prior to the Stallholder's setting up at the Event. In the event that the Stallholder fails to pay any or all such fees in accordance with payment deadlines, the Organiser reserves the right to reassign or cancel the Stallholder's space. In the event that the Stallholder pays the exhibit fees after such reassignment, the Organiser may, in its sole discretion, assign such other exhibit space, if then available, which the Organiser deems appropriate. The Stallholder remains liable for payment of all previously agreed fees, subject only to the applicable cancellation schedule set out below:
- 7.2 In the event that the Stallholder wishes to cancel it must do so in writing by 18.00 hrs on 16<sup>th</sup> March. Cancellations received by this date and time will receive as a refund 50% of total costs; after this no refund will be given.
- 7.3 Following the inclusion of the Stallholder's name or logo onto marketing collateral or other hard copy or electronic literature relating to this Event, cancellation will result in the Stallholder incurring 100% of the overall costs.
- 7.4 In the event that the Organiser cancels the Event, the full cost as specified on the registration form will be returned to the Stallholder within 30 days of cancellation.

## **8. OCCUPATION OF STALL SPACE**

- 8.1 The Stallholder may enter the Event premises for the purposes of erecting, installing and preparing their exhibits on such date and times as advised by the Organiser. All stalls must be set up and ready to trade by 0900 hrs on the day of the event.
- 8.2 In the event of a Stallholder failing to take possession of their allocated stall space by 0830 hrs, the Organiser reserve the right to re-allocate, or otherwise, the stall space as they decide. The charges for such allocated stand space will nevertheless remain due to the Organiser.
- 8.3 The Organiser shall have the right to refuse to permit the Stallholder to occupy or use the stall space until all the sums due to the Organiser from the said Stallholder have been paid.

## **9. DISPLAY INSTALLATION**

- 9.1 No stallholder will be permitted to install its exhibits or display in such a manner as, in the opinion of the Organiser, obstructs light or impedes the view along the open spaces or gangways.
- 9.2 Gangways must be kept clear and free for passage and must not be littered or obstructed in any way.
- 9.3 The Stallholder must undertake to abide by the decision of the Organiser on all matters relating to the employment of labour in connection with the Event.
- 9.4 All electrical installations and connections must be carried out by the Organiser's nominated third party contractor unless otherwise agreed.

## **10. ELECTRICAL REQUIREMENTS**

An electrical contractor has not been appointed by the Organiser. The Stallholder may provide his own electrical fittings, where such fittings are in the form of made-up units, showcases, signs etc., complete and ready for connection to the main supply provided that they are industry approved and they have been properly PAT tested and certified. The Organiser expressly decline any responsibility for the condition or compliance of the Stallholder's own electrical equipment and reserve the right to remove any that they consider not to comply with the regulations in force at the Event or to be dangerous. The Stallholder hereby warrants and undertakes that any equipment supplied by it shall be of satisfactory quality and agrees that the Stallholder shall be liable for any actions, claims (including without limitation consequential losses), damages, cost and expense which may be brought, suffered or incurred by the Organiser as a result of a breach of this warranty or undertaking.

## **11. STALL HOLDER'S CONDUCT**

- 11.1 The Stallholder is responsible to the Organiser for ensuring that its stall is maintained in a clean and orderly state during the open period of the Event. The Stallholder (and each of its representatives, as appropriate) shall not:
- 11.2 promote its participation in any other event without prior written consent of the Organiser;
- 11.3 bring or distribute for sale alcoholic drinks into the Event unless specifically licensed to do so and agreed in writing by the organisers of the Witney Festival of Food and Drink. In this event the licence must be brought to the Event;
- 11.4 operate games of chance or lottery devices or actual or simulated pursuit of any recreation pastime without written consent from the Organiser;
- 11.5 use "live" microphones or loudspeaker equipment in any space within the Venue. Laptop computers, portable film, slide and videotape projectors may be utilised as long as other rules are met;
- 11.6 Use paper decorations or branches, unless fireproofed.

## **12. DANGEROUS MATERIALS AND EXHIBITS**

The Stallholder must conform to the regulations and conditions concerning explosives and dangerous materials, combustible or otherwise, as laid down by local authorities and other statutory bodies. Any materials or exhibits not approved by these authorities or the Organiser must be removed from the Venue.

## **13. FIRE PRECAUTIONS**

- 13.1 All inflammable materials shall be effectively fireproofed or otherwise processed against fire in accordance with any statutory or local regulations or requirements to which the Event may be subject.
- 13.2 All electrical wiring and cables must be clear of the floor. In the event that this is not possible then all wiring and cabling must be affixed to the floor using the appropriate hazard tape.
- 13.3 No packing materials or empty boxes must be stored on or behind stalls.
- 13.4 Fire Points and Exits must be kept clear at all times.
- 13.5 The Stallholder must adhere to all fire and safety regulations, which affect the Event. There will be a Safety Briefing before the opening of the event to which a representative from each stall must attend.

## **14. DAMAGE TO VENUE**

No nails, screws or other fixtures may be driven into any part of the Venue structure including floors. No vehicles may enter the Venue grounds without prior permission. Care should be taken to avoid any damage to any part of the Venue structure. Should such damage or disfigurement occur, the Stallholder shall be liable for any reparation charges incurred.

## **15. PHOTOGRAPHY/VIDEO/RECORDING**

No photographs, video or recording of the Event shall be made by the Stallholder without the prior written consent of the Organiser, which consent shall be granted at the Organiser sole discretion. The Stallholder agrees that the Organiser may record, broadcast or take photographs or video the Stallholder's Event stall space, exhibit, and exhibit personnel as part of the recording or broadcasting of the Event in general and not solely the Stallholder, and the Stallholder authorises such for any promotional use by the Organiser.

## **16. ANNOYANCE**

The Organiser reserve the right to regulate any activity on the part of the Stallholder that may cause annoyance to other Stallholders or visitors to the Event. This includes excessive noise from working exhibits or sound equipment. Business must be conducted only from within the Stallholder's own stall area. This includes the handing out of advertising

material.

#### **17. FAILURE TO VACATE**

If the Stallholder fails to remove all its property or otherwise fails to vacate the Event premises by 18.30 hours on the day of the event, the Stallholder shall be fully responsible for any losses and costs incurred by the Organiser. As a result of the Stallholder failing to vacate the Venue by the agreed time, the Organiser may remove any property of the Stallholder left at the Venue by the Stallholder after the said time and will not be liable for any theft, damage or loss of such property.

#### **18. SECURITY**

There will be no security staff on duty throughout the period of tenancy of the Event. The Stallholder is responsible for safeguarding their property. The Organiser accepts no liability for any loss of and/or damage to the Stallholder's property except where such loss or damage has been caused by intent or gross negligence on the part of the Organiser..

#### **19. HEALTH AND SAFETY**

All personnel entering the Venue must comply with all current health and safety legislation. Stallholders should provide risk assessments prior to the Event if so requested by the Organiser.

#### **20. INSURANCE**

- 20.1 The Organiser do not accept responsibility for any theft, loss or damage from any cause whatsoever, in respect of any property brought to the Event premises by the Stallholder. The Stallholder releases from and indemnifies the Organiser against any liabilities in respect of any theft, loss or damage to the exhibits or any other property brought to the Venue and it is recommended that the Stallholder shall effect insurance on a full "All Risks" basis for a sum insured equivalent to the full value of all exhibits and other property brought to the Event.
- 20.2 The Stallholder shall provide proof of adequate cover to meet the insurance requirements of the clauses concerning product and public Liability, insurance of exhibits. The Stallholder must provide to the Organiser a copy of its product and public insurance certificate and the receipt for the current year's premium when registering, or as soon as possible after renewal before the Event.

#### **21. FORCE MAJEURE**

- 21.1 The Organiser will not be liable or deemed to be in default resulting directly or indirectly from any cause or circumstances beyond its reasonable control, including but not limited to:-
- 21.2 War, civil war, armed conflict or terrorism;
- 21.3 Nuclear, chemical or biological contamination;
- 21.4 Pressure waves caused by devices travelling at supersonic speeds;
- 21.5 Severe weather;
- 21.6 Earthquakes or natural devices.

#### **22. POSTPONEMENT OR ABANDONMENT T**

- 22.1 The Stallholder shall have no claim against the Organiser in respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Event, or of the Venue becoming wholly or partially unavailable for the holding of the Event by reason of happenings of any events referred to in Condition 21 above being beyond the Organiser' control.
- 22.2 The Organiser may at their entire discretion repay the rental paid by the Stallholder or part thereof, but shall be under no obligation to repay the whole or part of such rental and shall be under no liability to the Stallholder in respect of such actions, claims losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Stallholder as the result of the happening of such events.
- 22.3 If in the opinion of the Organiser, re-arrangement or postponement of the period of the Event, or by substitution of another venue, or by any reasonable manner the Event can be carried through, the contract for stall space shall be binding upon the parties, except to the size and position of stalls, as to which any modifications, substitutions or re-arrangement they consider necessary shall be determined by the Organiser.

#### **23. INSOLVENCY OR LIQUIDATION**

In the event of a Stallholder becoming insolvent or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or re-construction), or having a receiver appointed, the contract with such a Stallholder shall terminate forthwith; the allotment of stall space shall be cancelled and all sums paid by the Stallholder under the contract shall be forfeited.

#### **24. PROHIBITION OF TRANSFER**

The Stallholder agrees not to assign or sublet any stall space allocated to them without the prior consent from the Organiser, not to display or advertise goods or services other than those carried out by them in the normal course of business.

#### **25. WARRANTY**

The Stallholder's claims arising out of the contract and all related legal relations become time-barred within six months. The limitation period commences upon the end of the month in which the Event takes place.

#### **26. DATA PROTECTION**

- 26.1 The Organiser will protect the personal data of the Stallholders and will take all measures necessary to keep the personal data safe.
- 26.2 The data collected and used by the Organiser in compliance with the Data Protection Act, for the purposes of conducting, hosting and optimising the Event offered by the Organiser, but are not transferred to third parties. Exhibitors, sponsors and event partners are not deemed third parties for the purposes of this clause but are subject

to the above provisions as well.

26.3 The Stallholder may revoke the authorisation to use their data for information purposes at any time by written notice to:- 25 Church Green, Witney, OX28 4AZ.

**Do we need church address**

## **27. GENERAL CONDITIONS**

27.1 The Organiser will be responsible at all times for the control of the Event area. The Stallholder is responsible for the supervision of their stall.

27.2 Any verbal agreements become effective only upon written confirmation by the Organiser.

27.3 Should any question arise that is not provided for within the foregoing Terms and Conditions, the Organiser undertake to give the fullest sympathetic consideration to the interests of the Stallholder. Their decision must be accepted as final where the correct conduct of the Event makes an immediate decision imperative, subject always to the proviso that matters in dispute may be referred to an independent arbitrator at the request of either side.

27.4 The Stallholder must comply with any regulation or requirements imposed on the Organiser, by the local authorities or any other competent authority.

27.5 If any provision of these terms and conditions is wholly or partly invalid, or if a provision has been omitted, nothing in this shall prejudice the validity of the remaining provisions or partial provisions thereof. Any invalid or missing provision shall be deemed replaced by the applicable legal provisions.

## **28. EXEMPTIONS**

Exemptions from any of these terms and conditions may be granted at the Organiser' discretion. No exemption will be effective unless it is given in writing.

## **29. LAW AND JURISDICTION**

These terms and conditions, and any contract included, shall be governed by the laws of England and Wales and disputes regarding them shall be determined by the English courts.