

Castle Bytham Midsummer Festival – Terms and Conditions for Stall Holders

Castle Bytham Midsummer Festival Committee (hereinafter called 'the Organiser') is hereby deemed the organiser of the Midsummer Festival event. The Booking Terms and Conditions for all events are as set out below.

Please read these conditions carefully before completing your booking form. The conditions are included to safeguard both you as the Stall Holder and ourselves, the Organiser. They represent the minimum standards acceptable by both parties. On completion of your booking you must tick the box that indicates that you have read, and understood, these terms and conditions.

- 1 Booking forms must be completed in full and all applicable questions answered.
- 2 Payment for the stall must be made at the point of booking
- 3 The Stall Holder may cancel his/her booking for the event by written notice to the Organiser. Booking fees will be reimbursed to the Stall Holder where the Organiser is able to resell the pitch space. No refund will be applied where the Organiser is unable to resell the pitch space. In any event no refund will be provided for any cancellation fewer than 14 days from the date of the event.
- 4 Stall Holders will be selected by the Organiser at its sole discretion according to the required criteria for the event and the mix of stall holders already booked. All booking applications must contain information on the products that are proposed for sale at the event. The Organiser reserves the right to reject applications and/or terminate bookings at any time if it deems the products not to be in keeping with the values or ethos of the event or expectations of the visitors. The Organiser undertakes, as far as is possible with the information available at the time of booking, to avoid more than two stalls selling directly comparable goods.
- 5 The Organiser reserves the right to allocate stall spaces. Specific requests for positions will be entertained but cannot be guaranteed. And applicants for stalls should be aware that some of the pitches are not on a strictly flat area. If there is a need for their products to be kept perfectly level then they must make the Organiser aware at the time of booking.
- 6 Stall holders are not permitted to sell (unless with prior authority from the Organiser):
 - a) Cooked food designed to be eaten on the day ie Pizzas/Burgers etc
 - b) Hot or Cold drinks
 - c) Cakes designed to be eaten at the event
 - d) Any materials that are adult in nature or have mature themes and images
- 7 The Organiser reserves the right to terminate the booking:
 - a) should the goods and products intended for sale fail to match the event criteria or differ from any prior information supplied provided particularly as to quality; and/or
 - b) the Stall Holder is seen or the Organiser reasonably believes that the Stall Holder is dealing in illicit or stolen goods.
- 8 Commercial Stall Holders are responsible for their own Public Liability Insurance. That insurance must be for a minimum of £1 million pounds. Failure to present such evidence on request by the Organiser or any duly authorised person will result in the Stall Holder being asked to leave the event. The Organiser reserves the right to terminate this agreement if the Stall Holder cannot provide evidence of such insurance on request with no liability to the Organiser and the loss of all monies paid.
- 9 Stall Holders selling alcohol will be responsible for any licensing requirements to support such sales.
- 10 The Organiser will not be held responsible or liable for the following circumstances that may affect trading AND/OR lead to the cancellation of the event:
 - a) Acts of God including all adverse weather conditions
 - b) Public demonstrations

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- c) Acts of terrorism
 - d) Mechanical failure of any power supplies
 - e) Failure of a Stall Holder to arrive at the event at the time specified
 - f) Accidental damage to goods
- 11 For the avoidance of doubt all stock, vehicles and personal belongings brought into an event shall be brought at the Stall Holder's own risk and the Organiser shall not be responsible for any loss or damage of such stock, vehicles or personal belongings.
 - 12 The Stall Holder must keep the Organiser fully indemnified against all loss, expenses, claims, costs (including professional and legal costs) and damages or any other liability awarded against or incurred by the Organiser as a consequence of the direct and indirect breach of these terms and conditions by the Stall Holder or which arise as a result of the Stall Holder's operations, activities, omissions and acts whilst attending the event.
 - 13 It is the responsibility of individual Stall Holders to ensure that all scheduled times are adhered to. Failure to arrive at the appointed set up time could result in a stall being refused permission to set up on the day.
 - 14 The Stall Holder undertakes to remain for the entire duration of the booking period as specified on the event information details, unless otherwise permitted by the Organiser's representative on site at the event.
 - 15 Stall Holders shall abide by all applicable regulations, laws and bye-laws ("Regulations") including but not limited to all applicable Regulations concerning food hygiene, the environment, product safety and the requirements of the Health and Safety at Work Act 1974. For the avoidance of doubt failure to comply with all applicable Regulations may result in termination of the contract with no liability to the Organiser. Any decision by any local authority environmental and/or food hygiene inspection officer shall be final. All certificates and licences must be available for inspection by the Organiser and/or local authority officials.
 - 16 The Stall Holder shall abide by any reasonable request made by the Organiser and shall abide by any specific event rules and regulations.
 - 17 No gas bottles other than those supplied by the Organiser will be permitted on site.
 - 18 Any concerns or requests for special considerations must be communicated in writing to the Organisers with the initial application. Any matters arising after such time should be communicated in writing at the earliest opportunity. Issues raised during or after an event are likely to have less chance of being resolved.
 - 19 The Organiser reserves the right to refuse a place on any future events to Stall Holders who have wilfully failed to comply with any of the above conditions.
 - 20 Any personal data regarding the Stall Holder held by the Organiser will be retained purely for the purposes of the event. Data will be stored on a secure cloud-based platform and will not be shared with any other party.