

# ECO Festival Stallholders & Sponsors

## Terms & Conditions

### DEFINITIONS

<b>Agreement</b>	Agreement means this instrument as originally executed or as formally amended.
<b>Event</b>	Eco Festival Colchester 2020 to be held on 25th July 2020 or an alternative date chosen by the Organiser as a result of a Force Majeure event.
<b>Site</b>	Lower Castle Park Colchester or an alternative chosen by the Organiser as a result of a Force Majeure event.
<b>Organiser</b>	en-form a Registered Charity number: 1083216 and a non-profit company limited by guarantee Registered in England & Wales No: 3881968.
<b>Participant</b>	The Individual, Organisation or Company with a <b>Confirmed Booking</b> who has accepted this <b>Agreement</b> .
<b>Stallholder</b>	Individual, Organisation or Company attending the <b>Event</b> and providing goods, services and information.
<b>Sponsor</b>	Individual, Organisation or Company providing support for the <b>Event</b> by financial contributions and/or supply of goods and/or services. A sponsor shall be entitled to be a <b>Stallholder</b> for no additional charge.
<b>Booking Request</b>	A request to become a <b>Stallholder</b> or <b>Sponsor</b> at the <b>Event</b> .
<b>Confirmed Booking</b>	A <b>Booking Request</b> accepted and confirmed by the <b>Organiser</b> .
<b>Participant Charges</b>	Monies or other agreed considerations paid for a <b>Confirmed Booking</b> .
<b>Partners</b>	Third party Individuals, Organisations or Companies performing duties on behalf of the " <b>Organiser</b> ". Organiser will provide a full list of Partners upon request. .

### THE AGREEMENT

This is an **Agreement** between the **Participant** and the **Organiser** to attend the **Event** as a **Stallholder** or **Sponsor**. The **Agreement shall** commence from the date of receipt by the **Participant** of a **Confirmed Booking**. For **Sponsors** the sponsorship benefits shall cease one month after completion of the **Event**. The **Organiser** reserves the right to contact, engage, solicit and authorise **Partners** to provide services, assistance and support before, during and after the **Event**.

The **Organiser** reserves the right to modify this **Agreement** up to 60 days before the **Event**. In such eventuality the revised agreement will be sent to the **Participant**. The **Participant** will be granted a period of 28 days to raise formal comment or objection to the changes via email or in writing. If the **Participant** and the **Organiser** are unable to successfully resolve issues due to modifications to this **Agreement Participant** shall be entitled to a full refund of the **Participant Charges** paid by the **Participant** less any costs already incurred by the **Organiser** but the **Participant** shall not be entitled to any reimbursement of any other costs incurred by the **Participant**.

## BOOKINGS

The **Organiser** reserves the right to reject any **Booking Request** not received by 30th June 2020. The **Participant** is required to complete the **Organiser's** online application form or contact the **Organiser** at [john@clareshaw.com](mailto:john@clareshaw.com).

The **Organiser** will notify the **Participant** of a **Confirmed Booking** upon acceptance of **Participant Booking Request**. The **Organiser** reserves the right to refuse a **Booking Request** and in this event the **Organiser** will notify **Participant** in writing and usually by email.

## BOOKING AMENDMENTS & CANCELLATION

The **Organiser** reserves the right to move, amend or reduce the stall size at any time. In this event the **Organiser** will endeavour to communicate any changes as soon as reasonably possible and to minimise any resulting impact on the **Participant**. If the change impacts the **Participant** negatively the **Organiser** shall provide reimbursement of a percentage of the **Participant Charges** paid relative to the impact of the changes.

If the **Participant** requests a to change any details of the **Participant's Confirmed Booking** the **Organiser** shall endeavour to make the **Participant** changes. If the changes reduce the **Participant Charges** the **Organiser** shall apply a fixed administration fee of £10.00. If the **Participant** requests significant changes which reduce the **Participant Charges** by 50% or more the **Organiser** will refund the **Participant** 75% of the difference between the original **Participant Charges paid** and the revised **Participant Charges**.

If the **Participant** wishes to cancel the **Participant's Confirmed Booking**, the **Organiser** shall refund the **Participant** 50% of the **Participant Charges** paid.

The **Organiser** may consider at its sole discretion making a full refund under specific circumstances following receipt of a written notice from the **Participant** 14 weeks prior to the Event. Cancellation requests can be sent via email to [john@clareshaw.com](mailto:john@clareshaw.com).

## HEALTH SAFETY ENVIRONMENT AND ECOLOGY

The **Participant** is required to comply with all fire, electrical, health, safety and environmental laws and any failure to comply shall result in the **Participant** being required to either rectify such failure immediately or to withdraw from the **Site**.

If the **Participant** is supplying catering services they shall provide evidence to the **Organiser** of Health and Hygiene certification before the **Event**. The **Participant** shall clearly label all food and drink they are supplying including but not limited to allergy and food intolerance notices and information such as dairy free, meat free and fish free. The **Participant** shall not provide any meat or fish products at the Event.

All **Participant** electrical equipment shall be PAT tested in accordance with the law. Guidance is available from the Health and Safety Executive at <https://www.hse.gov.uk/electricity/faq-portable-appliance-testing.htm>. The **Participant** can request PAT testing services independently of this **Agreement** by sending an email to [events@en-form.org.uk](mailto:events@en-form.org.uk). The **Organiser** shall charge a small fee for the provision of this service.

The **Participant** shall demonstrate a commitment to reducing their ecological and environmental footprint. The **Participant** shall not bring any single use plastics onto the **Site** or leave any waste at the **Site** unless specifically authorised in writing by the **Organiser**.

## SITE RULES AND POWER SUPPLY

Unless specifically agreed beforehand the **Participant** shall provide their own equipment including but not limited to gazebos, tents, marquees, tables and chairs. The **Participant** shall not bring or use on **Site** any diesel or petrol generators.

If the **Participant** has a requirement for a supply of power they shall make a detailed request to the **Organiser** 8 weeks prior to the **Event**. Following a request by the **Participant** the **Organiser** in association with its **Partners** will use reasonable endeavours to provide a 240 volt AC electrical power supply. The **Organiser** has no liability to the **Participant** for any loss damage or harm caused by the electricity supply provided.

The **Participant** shall adhere to all **Site** rules including but not limited to designated arrival and pack down times. The **Participant** shall be mindful and respectful to others participants and the general public. The **Participant** shall adhere to the area and space provided by the **Organiser**. The **Participant** shall support the educational ethos of the **Event**. In the event of a problem at **Site** the **Participant** shall contact the **Organiser** as soon as possible.

The **Organiser** will provide **Site** security at the event. **Organiser's** stewards shall be present at the **Event** however the **Participant** is responsible for the security of its belongings and possessions and the **Organiser** accepts no liability for any damage or loss of same. during the **Event**.

The **Participant** shall comply with all relevant Data Protection laws including but not limited to the Data Protection Act and GDPR when processing personal data at the **Event**.

## PAYMENT TERMS

**Participant Charges** are payable within 2 working days of receipt by the **Participant** of a **Confirmed Booking**. If there are issues making payment please contact the **Organiser** by sending an email to [events@en-form.org.uk](mailto:events@en-form.org.uk).

If the **Participant** requires an invoice please contact the **Organiser** by sending an email to [john@clareshaw.com](mailto:john@clareshaw.com) because invoices are not generated automatically. Failure to pay the **Participant Charges** shall result in cancellation of this **Agreement**.

## TERMINATION

Failure by the **Participant** to comply with the terms and conditions may result in termination of this **Agreement** and the **Confirmed Booking** under such failure the **Participant** shall be liable and the **Participant** accepts that no compensation is payable by the **Organiser**.

## EVENT CANCELLATION

The **Event** will be held outdoors and could be adversely affected by weather and other unforeseen circumstances including but not limited to torrential rain, wind, lightning, flooding, excessive heat, fire, smoke, biohazard, pandemic, terrorism and other danger to life events and acts of god.

As the **Organiser** is a charitable organisation the **Organiser** shall accept no liability for cancellation of the **Event** at any time due to circumstances outside their control. Such cancellation will be based upon ensuring the safety, quality and wellbeing of the **Participant** and the general public. In the event of cancellation of the **Event** by the **Organiser** the **Organiser** shall provide refund of the **Participant Charges** already paid less any costs that may have been incurred by the **Organiser** as a result of the cancellation. The **Organiser** shall have sole discretion as to whether any refund shall be provided to the **Participant**

## CONFIDENTIALITY

By entering into this **Agreement** the **Participant** and the **Organiser** agree that any **Participant Charges** or other agreed financial arrangements between the **Participant** and the **Organiser** shall remain strictly confidential.

Both the **Organiser** and the **Participant** agree not to intentionally disclose any such confidential information that has been identified as confidential to third parties except when required by applicable law.

## LIABILITIES AND INSURANCES

The **Organiser** shall have valid public liability insurance for the **Event**. The **Participant** shall have and provide evidence to **Organiser** of public liability and employers liability insurance of at least £5 million.

The **Participant** shall undertake and provide evidence to the **Organiser** of an appropriate risk assessment and method statement including mitigations for the **Participant** involvement in the **Event**.

All **Participant** incidents or accidents at the **Event** shall be immediately reported by the **Participant** to the **Organiser** at the **Site** and be recorded and mitigated. The **Participant** shall be liable for all fees, fines and other costs as a result of an incident or accident caused by the **Participant** at the **Event**.

## **PUBLICITY**

The **Participant** shall not use **Organiser's** name in press or other publicity and promotional materials without the prior written consent of the **Organiser**.

## **FORCE MAJEURE**

Neither party to this **Agreement** shall be liable for any failure to perform its obligations arising under this **Agreement** if and to the extent such failure is wholly and directly caused by an event of force majeure. Force majeure shall include acts of God, acts of war, public disorders, insurrections, rebellions, riots, violent demonstrations, sabotage, acts of terrorism, catastrophic and extreme weather conditions or other natural calamities. If an event of force majeure should occur the affected party shall notify the other party and provide comprehensive details of the event.

## **GOVERNING LAW**

This **Agreement** shall be governed by and construed in accordance with the laws of England.