

ECO FESTIVAL 2023 - STALLHOLDER TERMS & CONDITIONS

DEFINITIONS

Agreement	Agreement means this instrument as originally executed or as formally amended.
Event	Eco Festival Colchester 2023 to be held on 2nd September 2023 or an alternative date chosen by the Organiser as a result of a Force Majeure event.
Site	Lower Castle Park Colchester or an alternative chosen by the Organiser as a result of a Force Majeure event.
Organiser	en-form a Registered Charity number: 1083216 and a non-profit company limited by guarantee Registered in England & Wales No:03881968.
Stallholder	An Individual, Organisation or Company wishing to attend the Event in order to provide good/services and/or information
Stallholder Request	A formal request by the Stallholder to attend the Event with a chosen Stallholder Package
Confirmed Stallholder	A Stallholder Request accepted and confirmed by the Organiser .
Stallholder Package	A specific package chosen by the Stallholder with associated Stallholder Benefits and Stallholder Fees : <ul style="list-style-type: none"> ● Double pitch (6m x 6m) - £300 ● Standard pitch (3m x 3m) - £150 <p>With discounted rates for specific businesses:</p> <ul style="list-style-type: none"> ● Small Business / Self-employed (3m x 3m) - £75 ● Charities / Non-Profits / Trusts / Community Groups (3m x 3m) - £25
Catering Package	A specific package chosen by the Stallholder wishing to offer Catering at the Event at a cost of £150.
Small Catering Package	A specific package chosen by the Stallholder wishing to offer Small Catering at the Event at a cost of £75. Eligibility criteria: Baker / Supplying homemade bread, cakes, jams or other bespoke food items.
Stallholder Benefits	A Standard pitch (3m x 3m) or Double pitch (6m x 6m) at the Event depending on the Stallholder Package / Small Catering Package chosen.

Catering Benefits	A Catering Package with maximum footprint of 8m x 5m at the Event . With optional power hook-up (subject to availability).
Stallholder Fees	Monies or other agreed fees due to be paid by Stallholder to the Organiser for the Stallholder Package or Catering Package
Partners	Third party Individuals, Organisations or Companies performing duties on behalf of the Organiser . The Organiser will provide a full list of Partners upon request.

1. THE AGREEMENT

- 1.1. This is an **Agreement** between the **Stallholder** and the **Organiser** and is non-transferable
- 1.2. The **Agreement** shall commence on confirmation via email by the **Organiser** that the **Stallholder** has become a **Confirmed Stallholder**.
- 1.3. The **Organiser** reserves the right to contact, engage, solicit and authorise **Partners** to provide services, assistance and support before, during and after the **Event**.
- 1.4. The **Organiser** reserves the right to modify this **Agreement** up to 60 days before the **Event**, in such eventuality:
 - 1.4.1. The revised **Agreement** will be sent to the **Stallholder**.
 - 1.4.2. The **Stallholder** will be granted a period of 28 days to raise formal comment or objection to the changes via email or in writing.
 - 1.4.3. If the **Stallholder** and the **Organiser** are unable to successfully resolve issues due to modifications to this **Agreement**, the **Stallholder** shall be entitled to a full refund of the **Stallholder Fees** paid by the **Stallholder** less any costs already incurred by the **Organiser**. The **Stallholder** shall not be entitled to any reimbursement of any other costs incurred by the **Stallholder**.

2. STALLHOLDER REQUESTS

- 2.1. The **Stallholder** is required to complete a **Stallholder Request** and select a **Stallholder Package**, **Small Catering Package** or **Catering Package** via an online application form at eco-festival.org or manual submission by email info@eco-festival.org.
- 2.2. The **Organiser** reserves the right to reject any **Stallholder Request** not received by 30th June 2023.
- 2.3. The **Organiser** shall review all **Stallholder Requests** and assess it against the [Stallholder criteria](#) listed on the Eco Festival website and any potential overlap with existing Confirmed Stallholders
- 2.4. If the **Stallholder Request** is accepted the **Organiser** will notify the **Stallholder** that they are now a **Confirmed Stallholder**.
- 2.5. The **Stallholder** shall only be permitted to attend the **Event** and be eligible for **Stallholder Benefits** or **Catering Benefits** when the **Stallholder** has become a **Confirmed Stallholder** and the **Stallholder Fees** have been paid in full.

- 2.6. The **Organiser** will have sole discretion to allocate specific locations on **Site** to **Stallholders** in line with the **Stallholder Packages**, **Small Catering Package** or **Catering Package**
- 2.7. The **Organiser** shall provide a **Site** plan to the **Stallholder** in advance of the **Event**. In the event that the **Stallholder** is unsatisfied with the proposed location, the **Stallholder** should notify the **Organiser** by email (info@eco-festival.org). The **Organiser** will work with the **Stallholder** to resolve the situation in-line with the terms set out in **3. Amendments & Cancellation**.
- 2.8. If the **Stallholder** request is rejected or refused, the **Organiser** shall notify **Stallholder** in writing and usually by email.

3. AMENDMENTS & CANCELLATION

- 3.1. The **Organiser** reserves the right to move, relocate, amend or adjust stall sizes provided by the **Stallholder Benefits** or **Catering Benefits**. In this event the **Organiser** will endeavour to communicate any changes as soon as reasonably possible and to minimise any resulting impact on the **Stallholder**. If the change impacts the **Stallholder** negatively the **Organiser** shall provide reimbursement of a percentage of the **Stallholder Fees** paid relative to the impact of the changes.
- 3.2. If the **Stallholder** wishes to cancel this **Agreement**, a Cancellation request should be sent via email to info@eco-festival.org
- 3.3. If the **Stallholder** wishes to cancel this **Agreement**, the **Organiser** will consider at its sole discretion making a full or partial refund under specific circumstances following receipt of a written notice from the **Stallholder**.

4. HEALTH SAFETY ENVIRONMENT AND ECOLOGY

- 4.1. The **Stallholder** is required to comply with all fire, electrical, health, safety and environmental laws and any failure to comply shall result in the **Stallholder** being required to either rectify such failure immediately or to withdraw from the **Site**.
- 4.2. If the **Stallholder** has chosen the **Small Catering Package** or **Catering Package** they shall:
 - 4.2.1. Provide evidence to the **Organiser** of Health and Hygiene certification before the **Event**.
 - 4.2.2. 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.
 - 4.2.3. Not provide any **meat** or **fish** products at the **Event**.

- 4.3. All **Stallholder** 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>
- 4.4. The **Stallholder** shall demonstrate a commitment to reducing their ecological and environmental footprint
- 4.5. The **Stallholder** 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**.
- 4.6. The **Stallholder** is not permitted in any circumstance to display or exhibit balloons of any type; nor should balloons be offered to members of the general public. The **Stallholder** will be required to immediately rectify the situation or will be asked to withdraw from the **Site** and potentially banned from future events.

5. SITE RULES AND POWER SUPPLY

- 5.1. Unless specifically agreed beforehand the **Stallholder** shall provide their own equipment including but not limited to gazebos, tents, marquees, tables and chairs. The **Stallholder** shall not bring or use on Site any diesel or petrol generators.
- 5.2. The **Stallholder** shall adhere to all **Site** rules including but not limited to designated arrival and pack down times.
- 5.3. The **Stallholder** shall be mindful and respectful to other **Stallholders, Sponsors** and the general public.
- 5.4. The **Stallholder** shall adhere to the area and space provided by the **Organiser**.
- 5.5. The **Stallholder** shall support the educational ethos of the **Event**.
- 5.6. In the event of a problem at **Site** the **Stallholder** shall contact the **Organiser** as soon as possible.
- 5.7. The **Organiser** will provide **Site** security at the event. The **Organiser's** stewards shall be present at the **Event** however the **Stallholder** 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**.
- 5.8. The **Stallholder** 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**.

6. PAYMENT TERMS

- 6.1. The **Stallholder** is expected to pay the **Stallholder Fees** within 30 days of receiving an invoice from the **Organiser**. If the date is less than 30 days before the **Event**, the **Stallholder** is required to pay the **Stallholder Fees** immediately on receipt of the invoice.

- 6.2. If the **Stallholder** experiences problems making payment they must contact the **Organiser** by sending an email to info@eco-festival.org
- 6.3. Failure to pay the **Stallholder Fees** shall result in cancellation of this **Agreement**.

7. TERMINATION

- 7.1. Failure by the **Stallholder** to comply with the terms and conditions may result in termination of this **Agreement** and termination as a **Confirmed Stallholder**. Under such failure the **Stallholder** shall be liable and the **Stallholder** accepts that no compensation is payable by the **Organiser**.

8. EVENT CANCELLATION

- 8.1. 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.
- 8.2. 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 **Stallholder** and the general public. In the event of cancellation of the **Event** by the **Organiser** the **Organiser** shall provide refund of the **Stallholder Fees** 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 **Stallholder**

9. CONFIDENTIALITY

- 9.1. By entering into this **Agreement** the **Stallholder** and the **Organiser** agree that any **Stallholder Fees** or other agreed financial arrangements between the **Stallholder** and the **Organiser** shall remain strictly confidential.
- 9.2. Both the **Organiser** and the **Stallholder** agree not to intentionally disclose any such confidential information that has been identified as confidential to third parties except when required by applicable law.

10. LIABILITIES AND INSURANCES

- 10.1. The **Organiser** shall have valid public liability insurance for the **Event**.
- 10.2. The **Stallholder** shall have and provide evidence to the **Organiser** of public liability and employers liability insurance of at least £1 million.

- 10.3.** The **Stallholder** shall undertake and provide evidence to the **Organiser** of an appropriate risk assessment and method statement including mitigations for the **Stallholder** involvement in the **Event**.
- 10.4.** All **Stallholder** incidents or accidents at the **Event** shall be immediately reported by the **Stallholder** to a member of the Security team, Steward or Team Leader with radio contact so that it is recorded and/or mitigated **accordingly**
- 10.5.** The **Stallholder** shall be liable for all fees, fines and other costs as a result of an incident or accident caused by the **Stallholder** at the **Event**.

11. PUBLICITY

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

12. FORCE MAJEURE

- 12.1.** 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.

13. GOVERNING LAW

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