

Manningtree Earth Festival

Terms and Conditions for Stallholders

DEFINITIONS

Agreement	Agreement means this document as originally executed or as formally amended.
Event	Manningtree Earth Festival to be held on 11 June 2023 (or an alternative date chosen by the Organiser as a result of a Force Majeure event).
Site	High Street Manningtree and venues close to High Street Manningtree (or an alternative location chosen by the Organiser as a result of a Force Majeure event).
Organiser	PACE Manningtree
Stallholder	An Individual, Organisation or Company wishing to attend the Event in order to provide goods/services and/or information
Stallholder Application	An Application by the Stallholder to attend the Event with a chosen Stallholder Package using the Organiser's Application Form
Confirmed Stallholder	A Stallholder Application 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"> ● Food Stallholder (up to 3m x 3m) - £75 ● Stallholder Corporate, Limited or other Company (up to 3m x 3m) - £75 ● Stallholder (non catering) Small Business or Self-employed (up to 3m x 3m) - £35 ● Stallholder (non catering) Charity/Non-Profit/School/College (up to 3m x 3m) - £0
Stallholder Benefits	A Standard outdoor pitch (up to 3m x 3m) at the Event depending on the Stallholder Package chosen. (There are a limited number of indoor pitches up to 2m x 2m)
Stallholder Fees	Monies or other agreed fees due to be paid by Stallholder to the Organiser for the Stallholder Package

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 Providers 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 APPLICATIONS

2.1. The **Stallholder** is required to complete a **Application Form** and select a **Stallholder Package** via an online application form.

2.2. The **Organiser** reserves the right to reject a **Stallholder Application**.

2.3. The **Organiser** shall review all **Stallholder Applications** and assess these against the aims and principles of the Event and any potential overlap with existing Confirmed Stallholders.

2.4. If the **Stallholder Application** is accepted and payment has been made, 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** 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**.

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. 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 Application** is rejected or refused, the **Organiser** shall notify the **Stallholder** by email and the Stallholder Fee, if already paid will be refunded.

3. AMENDMENTS & CANCELLATION

3.1. The **Organiser** reserves the right to move, relocate, amend or adjust stall sizes provided by the **Stallholder 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.

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 **Food Stallholder 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 gluten free, dairy free, meat free and fish free.

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.

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 aims and principles of the **Event**.

5.6. In the event of a problem at **Site** the **Stallholder** shall contact the **Organiser** as soon as possible and the **Organiser** and the **Stallholder** will use their best endeavours to resolve the problem.

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 14 days of submission of the application form. Applications will not be considered until payment has been made.

6.2. If the **Stallholder** experiences problems making payment, they must contact the **Organiser** by email.

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. Most venues at the **Event** are outdoors and could be affected by adverse weather or other unforeseen circumstances.

8.2. 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 **Stallholders** 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, if requested, provide evidence to the **Organiser** of public liability and employers liability insurance of at least £5 million for Food Stalls and at least £1m for all other Stalls.

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 Festival Organising Team 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 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.

End of Terms and Conditions. Last Updated 4 March 2023.