



WORSTEAD FESTIVAL

Charity no. 1137770

2024 Stallholder Agreement

Trading Name / Charity name and number	
Contact Address	
Contact Name	
Email Address	
Phone Number	
Website / Social Media	
Pitch No. (traders only)	
Brief description of your merchandise.	

<u>Pitch</u>	<u>Fee</u>
Retail / Craft – 4m x 4m uncovered for allowance of 3m x 3m gazebo	£150 payment in full at time of <u>online booking.</u>
<u>Street Food Pitch</u>	
<u>Street Food</u>	£600
<u>Coffee / Tea / Refreshments / Ice creams / Crepes / Doughnuts</u>	£250

*See Terms & Conditions

1. I am an authorised representative of the company named above, and confirm that the company will attend the 2024 Worstead Festival on the weekend of Saturday 27th and Sunday 28th July 2024, and have paid/will pay* the Fees in accordance with Section 7 of **Schedule 1 Terms & Conditions**. I acknowledge that failure to pay on time means losing my allocated place.
2. I acknowledge that I have read, understood and will comply with **Schedule 1 Terms & Conditions**, and intend to occupy the pitch for the purpose indicted in the Application Form.

Signature _____

Name _____

Date _____

* Delete as appropriate.

Please email a scanned copy of. Pages 1, 6 and 7 for stallholders and pages 1, 6 and 7 to 11 incl. for refreshment and streetfood vendors to stalls@worsteadfestival.org



WORSTEAD FESTIVAL

Charity no. 1137770

2024 Stallholder Agreement

Schedule 1. Terms & Conditions

1. This Agreement is between The Worstead Village Festival (the “**Organiser**”) and the Stallholder named in Section 1.
2. **Definitions.** Capitalised terms herein shall have the meaning given to them below.
 - 2.1. “**Application Form**” means the Event’s online application form available at <https://www.worsteadfestival.org/>
 - 2.2. “**Agreement**” means the document, comprising Section 1. Confirmation Form and Section 2. Terms and Conditions, completed by the Stallholder.
 - 2.3. “**Event**” means the Worstead Village Festival 2024, which takes place in Worstead on the weekend of Saturday 27th and Sunday 28th July 2024.
 - 2.4. “**Pitch**” means the space allocated to the Stallholder at the Event by the Organisers.
 - 2.5. “**Stallholder**” means any person, company or charity named in Section 1 that has completed an Application Form, provided correct documentation, agreed to pay fees and abide by the Agreement, and has been granted a Pitch at the Event by the Organiser.
 - 2.6. “**Street Food**” shall mean any Stallholder designated as such by the Organiser in its sole discretion.
 - 2.7. “**Trade Descriptions**” means the Trades Descriptions Act 1968.
3. **Event Hours.** The Event is open to the public during the following times:

Friday 26th July 2024 – 6:00pm to 9:00pm - **no trading permitted, catering by invitation only.**

Saturday 27th July 2024 – 10:00am to 7:00pm

Sunday 28th July 2024 – 10:00am to 5:30pm
4. **Application.** Stallholder applications are submitted via the website where the applicant chooses their own location. The Organiser will not take responsibility if at any one time between your booking and the day of installing your gazebo you consider your pitch unsuitable. The pitches provided are 4m x 4m for a max. 3m x 3m gazebo. If you require more space for a larger gazebo, you will have to book more pitches. Gazebos may not extend over the 1m front or side open spaces. No other form of booking will be accepted. In certain circumstances the Organiser reserves the right to change the location of your chosen pitch.
5. **Organiser’s right to reject an application.** The Organiser reserves the right to reject or cancel any application notwithstanding acceptance of any payment, without being required to state any reason for so doing. In such cases, the fee will be refunded. The Organiser reserves the right to decline at any stage the admission of any proposed Stallholder. In such cases the fees may, at the discretion of the Organiser be refunded and, if refunded, shall be accepted by the Stallholder in full satisfaction of any claims against the Organiser. The Organiser reserves the right to decline any request from Stallholder to use his/her own power source.



WORSTEAD FESTIVAL

Charity no. 1137770

2024 Stallholder Agreement

6. Fees & Payment Schedule for retail, craft, charity and Farmers Market stalls

6.1. Fees for Stallholders (except Street Food, see below) are set forth in the Stallholder Agreement to be paid at the time of the online booking.

6.2. No Pitch will be confirmed unless full payment is made according to the Payment Schedule below. In the event of the Stallholder failing to meet any such payment obligations, the Organiser reserves the right to reallocate the Pitch.

6.3. Payment Schedule for Refreshment/Ice cream and Street food Vendors only:

Payment	Schedule
25% Deposit	<u>With booking.</u>
Balance of Fees	31 May 2024.

7. Payment Details for Refreshment/Ice cream and Street food Vendors only:

Payment to be made to

Account Name: Worstead Village Festival

Sort Code: 20-03-26

Account Number: 20832294

Reference: [Please use Trading name):

8. Cancellation charges. Fees will only be refunded for cancellations made before 5pm on the 29th June 2024, less a £20 administration fee. No refund will be made for cancellation made after 5pm on 29th June 2024. Cancelled pitches will not be carried over to 2024

9. Organiser's responsibility.

9.1. The Organiser reserves the right to postpone, cancel, or curtail the Event. Where such a decision is made as the result of events outside the reasonable control of Organiser (including adverse weather conditions), it shall not incur liability for loss or damage nor refund any fees and charges paid.

9.2. The Organiser shall not be responsible for any loss or damage arising from any error in the apportionment of the Pitch or for any encroachment by an exhibitor on the Pitch apportioned to another.

9.3. The Organiser excludes all liability for loss of earnings arising from any incident beyond the control of the Organiser.



WORSTEAD FESTIVAL

Charity no. 1137770

2024 Stallholder Agreement

9.4. A security team will be on site during the night from Thursday evening until Sunday incl., however Organiser is not responsible for unattended stock.

10. Stallholder responsibilities.

10.1. The Stallholder shall provide their own sanitising equipment to include sanitising solution for visitors.

10.2. The Stallholder is required to maintain Public Liability Insurance for duration of the event. The Stallholder is required to provide Organiser with a copy of the insurance certificate in advance of the Event by email.

10.3. The Stallholder shall be solely responsible for any loss, injury or damage arising from any article or property exhibited or brought onto the Event grounds by or for the Stallholder. The Stallholder shall indemnify the Organiser on account or in respect of any such damage or injury, which may be so caused.

10.4. The Stallholder shall be held responsible for the behaviour of their staff and for the consequences of any misconduct by them.

10.5. The Stallholder shall ensure that any product displayed or offered for sale conforms to all UK legislation, including, but not limited to, Health & Safety and Trade Descriptions legislation.

10.6. The Stallholder shall not sublet the whole or part of their Pitch to another person or company unless agreed by the Organiser and a separate Agreement form and Public Liability Insurance has been provided.

11. Pitch and products.

11.1. The Stallholder must occupy the Pitch as chosen by yourselves and be ready to trade during the Event Hours on Saturday and Sunday. **Friday is NOT a trading day** (see point 2.3).

11.2. The Stallholder must not set up their unit in a manner which in the opinion of the Organiser may be considered a danger to the public or obstruct an emergency vehicle access.

11.3. The Stallholder is expected to fully co-operate with any official organisations on site, such as Event organisers, site management, security, emergency services, police, environmental health, trading standards, customs and excise staff, fire officers and inland revenue.

11.4. If, in the opinion of the Organisers, the Stallholder unit extends beyond the allocated Pitch, the Organisers may at its sole discretion move said unit to anywhere in the Event site, and charge the Stallholder for the extra space occupied at double the prevailing rate.

11.5. The Stallholder shall be entitled to retail only those products/foods listed on the Application Form. The description and prices of all products and foods for sale must conform to the current legislation relating to Trade Descriptions.

11.6. Street Food units must have a well presented and legible tariff board.

11.7. The following may not be sold:

11.7.1. Drugs or drugs paraphernalia.



WORSTEAD FESTIVAL

Charity no. 1137770

2024 Stallholder Agreement

11.7.2. Tobacco products and cigarettes, including e-cigarettes or vaping paraphernalia

11.7.3. Second-hand goods, unless specifically permitted by the Organisers.

11.7.4. Any products in conflict with the interests of the events sponsors, as deemed by the Organisers in their sole discretion

12. Sale of alcohol. Samples of up to 25ml may be given with prior permission from the Organiser. Sale of Alcohol by Stallholders for consumption on the festival site is prohibited. The Organiser wishes to promote "THINK 25".

13. Removal of products. The Organiser reserves the right to require the Stallholder to remove any products/foods/drink not specified on the Application Form, or if the merchandise is deemed offensive or in conflict with the events sponsors.

14. Exclusion of personnel. The Organiser reserves the right to exclude or remove from the Event any person whose presence is or is likely to be undesirable.

14. Undesirable activities. If it appears to the Organiser that the Stallholder may be engaged in activities deemed to be contrary to the best interests of the Event or which appear to be in breach of the law, the Organiser reserves the right without any liability to the Stallholder to require the vacation of the Pitch and refuse the Stallholder the right to further participate at the Event. Any Stallholder found not complying with the terms of the site licence or any of the terms stated in the Agreement will be closed down and/or removed from site and they shall not be entitled to any rebate.

16. Staff Passes. Two non-transferrable weekend passes will be provided per pitch. Passes will be supplied to the exhibitor on arrival to the Event. Staff passes must be worn by those who are actually working on the stall. Any damaged or lost passes will only be replaced by way of full payment of Event ticket price. Additional visitor passes may be purchased from the Festival at the then current rates. Passes confer no rights to park in any other location other than in any of our car parks.

17. Vehicle access and parking.

17.1. No Stallholder vehicles are permitted on the Event site during the Event Hours. For the avoidance of doubt, this means that no cars, vans, caravans or any other vehicle may be parked next to or behind your Pitch during the Event.

17.2. Stallholders may park their vehicles in any of the free car parks. Stallholders are not permitted to park in the Queen Elizabeth Hall car park unless they have been issued with a disabled parking pass to be emailed to the Stallholder Administration with your application. Parking in all instances are at the owner's risk.

17.3. Stallholders may bring vehicles onto the Event site to load and unload their stalls, during the following times only:

Friday – 3pm – 5.30pm

Saturday – 7:30am to 9:00am, and after 7:00pm*

Sunday – 7:30am to 9:00am, and after 5.30pm*

*unless advised by authorised person



WORSTEAD FESTIVAL

Charity no. 1137770

2024 Stallholder Agreement

18. Waste disposal. All trade waste must be disposed of in designated areas only and not in general public waste bins. A trade waste skip will be available in the Queen Elizabeth Hall carpark.

19. Electrics.

19.1. Generators are not allowed to be used by Stallholders on the main playing field.

19.2. Generators, only to be used on Mill Hill, must have a maximum noise limit of 80dB(a). Each individual Stallholder is responsible for the condition and safety of their electrics.

19.3. Evidence of annual Generator maintenance/ thorough inspection may be requested by the Event Managers. This will include Portable Appliance Testing (Electrical Checks) for those electrical items connected/ plugged in to the Generators. Stallholders are to ensure that such documentation is available, and in date, for the duration of the festival, if requested.

20. Health & safety.

20.1. The Stallholders will provide the documents listed in **Schedule 2 Health & Safety**, if applicable, in either hard or soft copy as requested by the Organiser.

20.2. The Street Food units must complete the declaration in **Schedule 3 Street Food Declaration**, both Section A -Health & Safety and Section B – Fire Certificate to Operate.

20.3. The Street Food units must carry a Fire Extinguisher which carries a certificate of service within the last twelve months, and a fire blanket. All materials used for building, decorating or covering units must be of non-flammable material. Gas must be handled safely and within safety guidelines.

20.4. Compliance will not preclude you from prosecution or removal from site by the Organiser or Local Authority Agent if subsequent inspection reveals unsatisfactory results.

21. Jurisdiction. This agreement is subject to English law and the English country shall have exclusive jurisdiction to adjudicate any dispute arising from it.

22. Declaration. Signature of the Stallholder Agreement is taken as a declaration that the Stallholder has read, understood, and will comply with this **Schedule 1 Terms and Conditions**. No application will be processed unless this requirement has been met to the full satisfaction of the Organiser. If the Organiser considers that an exhibitor has not complied with any part of these regulations, the exhibitor will be required to leave the Event and the Organiser will not refund any fees/charges paid.

23. Data Processing. I consent to my data being stored and processed by Organiser for purposes of organising and administering the Event. I agree to receive email automated communication relating to the Event. For the avoidance of doubt this does not include marketing activity.

24. Privacy Notice. Please follow this link to familiarise yourself with this document <http://tinyurl.com/yc2ae8wv>

Signed on behalf of _____ (Company Trading Name):

Signature _____ Name _____

Date _____



WORSTEAD FESTIVAL

Charity no. 1137770

2024 Stallholder Agreement

Schedule 2. Health and Safety

I confirm that should my application be successful and I take up a Pitch at the Event, I will provide the following documents (as applicable), in either a hard or soft copy:

1. A General Risk Assessment of activities undertaken, in Date.
2. A General Fire and Electrical Assessment, in Date.
3. Insurance Certificate, in Date. (must cover Festival dates)
4. Food Hygiene Certificates (if Applicable)
5. Membership of Associations, i.e. ADIPS, PIPA, etc. (if Applicable)
6. Example of Training Certificates, i.e. Food Standards, First Aid, etc.

Signed on behalf of _____ (Company Trading Name):

Signature: _____

Name: _____

Date: _____

Schedule 3. Street Food Declaration

Section A -Health & Safety

Health & Safety at Work etc Act 1974 - Food Safety Act 1990

Employers Liability Act 1969 - The Food Safety and Hygiene (England) Regulations 2013

This form will be inspected by the relevant Licensing Authority and / or Environmental Health Officer onsite

Unit Name: _____ Unit Owner: _____



WORSTEAD FESTIVAL

Charity no. 1137770

2024 Stallholder Agreement

Unless you are able to answer YES (by ticking) ALL of the following questions, it is an offence to operate.

1. Is your unit/build up clean and in good state of repair?	
2. Do you have sufficient and suitable storages for food?	
3. Do you have sufficient and correctly working refrigeration?	
4. Do you have a thermometer on site?	
5. Do you have sufficient facilities for reheating food to above 82°C?	
6. Do you have sufficient facilities for holding food to 82°C?	
7. Do you have sufficient facilities for holding chilled food to below 8°C?	
8. Do you have sufficient facilities for holding frozen food below - 18°C? or 12°C for ice creams?	
9. Do you have separate hand washing facilities, are they supplied by hot and cold water, soap and paper towels?	
10. Do you have sufficient sinks for washing food and equipment; are they supplied by hot and cold water? Do have sufficient disinfectors and sanitizers?	
11. Can food be protected from contamination at all times? (i.e. if necessary, sneeze guards for food display)	
12. Do you have sufficient clean aprons/towels on site?	
13. Do you have sufficient containers for clean water on site?	
14. Do you have sufficient containers used ONLY for waste water on site?	



WORSTEAD FESTIVAL

Charity no. 1137770

2024 Stallholder Agreement

15. Do you have sufficient refuse bins on site?	
16. Do you have an adequately stocked first aid kit on site?	
17. If you are trading at night do you have sufficient lighting?	
18. Is your registered food premise certificate, public liability insurance certificate and employer's liability insurance (if applicable) certificate on show?	
19. Have you carried out a risk assessment and have a copy for inspection?	
20. If you employ over 5 people do you have a written health and safety policy?	
21. Are all persons coming into contact with food sufficiently trained?	
22. Do you have a pest control procedure/policy? (i.e. fly control)	
23. Do you have an accident/sickness register?	
24. If using a generator is it fully serviced and compliant with all relevant regulations. Please provide a copy of your certificate or service report by email.	
Signature	
Name	
Date	

Any further information:



WORSTEAD FESTIVAL

Charity no. 1137770

2024 Stallholder Agreement

Section B – Fire Certificate to Operate

Health & Safety at Work etc Act 1974 - Food Safety Act 1990

Employers Liability Act 1969 - The Food Safety and Hygiene (England) Regulations 2013

This form will be inspected by the relevant Licensing Authority and / or Fire Officers onsite

Unit Name: _____ Unit Owner: _____

Until you can answer YES to ALL of the following questions it is an offence to operate

1. Are cooking appliances fixed securely on a non-combustible heat insulating base and surrounded by a shield of similar materials on three sides?	
2. Are the shields at least 600mm away from combustible materials?	
3. Have you taken care to ensure that no combustible materials can be blown against the apparatus?	
4. Have you provided a 2KG dry powder extinguisher and a fire blanket?	
5. Do you have a current inspection certificate for your gas appliances and pipe work from a Gas Safe registered engineer? Please provide a copy of your certificate or service report by email.	
6. Are gas cylinders outside or within a designated ventilation unit/area?	
7. Have the gas cylinders been provided with pressure release valves?	
8. Are the gas cylinders positively secured in an upright position?	
9. Are the cylinders located away from entrances/exits/emergency routes and circulation areas?	



WORSTEAD FESTIVAL

Charity no. 1137770

2024 Stallholder Agreement

10. If you use flexible tubing is it to the appropriate BS and where appropriate provided with mechanical protection to minimise damage?		
11. Is the tubing secured by crimping, jubilee clips or similar and is it gas tight?		
12. Are you aware that gas supplies should be isolated at the cylinder as well as the appliance when the apparatus is not in use?		
13. Are you aware that replacement cylinders should be fitted in the open air away from a source of ignition?		
14. Are all combustible materials at least 1.5m away from gas cylinders?		
Signature		
Name		
Date		
Any further information: (optional).		