

## Beverley Eco Fair 2023

### Stallholder / Caterer terms and conditions

#### Definitions

<b>Agreement</b>	Agreement means this instrument as originally executed or as formally amended
<b>Event</b>	Beverley Eco Fair 2023 will be held on 30 September 2023.
<b>Site</b>	Beverley Minster, its grounds, Parish Hall and Peter Harrison Room.
<b>Organiser</b>	The Eco church Group of Beverley Minster. Charity number 1132704.
<b>Stallholder</b>	An individual, organisation or company wishing to attend the <b>Event</b> in order to provide goods/services including food and drink and/or information
<b>Stallholder Request / Catering Request</b>	A formal request by the <b>Stallholder</b> to attend the <b>Event</b> with a <b>Stallholder Package</b> , or <b>Catering Package</b>
<b>Confirmed Stallholder</b>	A <b>Stallholder Request</b> accepted and confirmed by the <b>Organiser Stallholder</b>
<b>Stallholder Package</b>	A specific package purchased by the <b>Stallholder</b> with associated Stallholder Benefits and Stallholder Fees Large business 4m x 4m area £500 Small business/self-employed - table 2'6" x 6' £100 Charities/Non-Profits/Trusts/Community Groups £25 Refundable reservation fee (Refundable fee to be forfeited in the event of a no show)
<b>Catering Package</b>	Specific package chosen by the <b>Stallholder</b> wishing to offer Catering (any food or drinks) at the <b>Event</b> at the cost £100
<b>Small Catering Package</b>	A specific package chosen by the <b>Stallholder</b> wishing to offer small catering (any food or drinks) at the

	<b>Event</b> at a cost of £25 Eligibility criteria: Baker supplying homemade bread, cakes, jams or other bespoke food items.
<b>Stallholder Benefits</b>	A pitch at the <b>Event</b> dependent on the <b>Stallholder Package</b> or <b>Benefits Package</b> chosen.
<b>Catering Benefits</b>	A <b>Catering Package</b> with a pitch with optional power hook-up (subject to <b>Benefits</b> availability)
<b>Stallholder Fees</b>	Monies or other agreed fees due to be paid by the <b>Stallholder</b> to the <b>Fees Organiser</b> for the <b>Stallholder</b> or <b>Catering Package</b>
<b>Partners</b>	Third party individuals, Organisations or Companies performing duties on behalf of the <b>Organiser</b> . The <b>Organiser</b> will provide a full list of partners on 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:
- 1.5. The revised **Agreement** will be sent to the **Stallholder**
- 1.6. The **Stallholder** will be granted a period of 28 days to raise formal comment or objection to the changes via email or in writing.

1.7. If the **Stallholder** and the **Organiser** are unable to successfully resolve issues due to the 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 the online application form at <https://beverleyminster.org.uk/ecofest-23/>

2.2. The **Organiser** reserves the right to reject any **Stallholder Request** not received by August 30.

2.3. The **Organiser** shall review all **Stallholder Requests** and assess its compatibility with the ethos of the event and any potential overlap with existing **Confirmed Stallholders**

2.4. If the **Stallholder Request** is accepted the **Organiser** will notify the **Stallholder** how they are to pay the **stallholder fee**. Once the **Organiser** has the **Stallholder Fee** and agreement to the Terms and Conditions by the **Stallholder** they will confirm that the **Stallholder** is now a **Confirmed Stallholder** by Email.

2.5. The **Stallholder** shall only be permitted to attend the **Event** and be eligible for **Stallholder** 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 Package** or **Catering Package** or **Small Catering Package**.

2.7. If the **Stallholder Request** is rejected or refused, the **Organiser** shall notify the **Stallholder** by email and refund any **Stallholder Fees**

## 3. AMENDMENTS AND 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 is 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 [ecochurch@beverleyminster.org.uk](mailto:ecochurch@beverleyminster.org.uk)

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 cancellation request from the **Stallholder**.

#### 4. ENVIRONMENT AND ECOLOGY

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

4.2. If the **Stallholder** has chosen **Catering Package** or a **Small 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. Alcohol is not to be sold or consumed on the **Site**.

4.3. The **Stallholder** shall demonstrate a commitment to reducing their Ecological and environmental footprint.

4.4. 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**.

4.5. The **Stallholder** is not permitted in any circumstances to display or exhibit balloons of any type; nor should balloons be offered to members of the general public.

#### 5. SITE SAFETY SITE RULES, CARE OF THE MINSTER FABRIC AND POWER SUPPLY

- 5.1. The **Stallholder** is required to comply with all fire, electrical, health safety and other environmental laws, and any failure to comply shall result in the **Stallholder** being required to rectify such failure immediately or withdraw from the **Site**.
- 5.2. Unless specifically agreed beforehand the **Stallholder** shall provide their own equipment but a table and 2 chairs will be provided for each **Stallholder**. A **Stallholder** shall NOT bring in or use on **Site** any diesel or petrol generators
- 5.3. The **Stallholder** shall adhere to all **Site** rules including but not limited to designated arrival and pack down times.
- 5.4. The **Stallholders, Sponsors** and **All other Organisations** at the **Event** will at all times take proper care to avoid any damage being caused to the fabric of the Minster and to any property.
- 5.4.1. **Stallholders, sponsors** and **All other Organisations** will in particular:
- 5.4.1.1. Work at all times under the guidance of the **Organiser** and the Minster staff and comply promptly with the **Organiser's** instructions.
  - 5.4.1.2. Obtain the prior consent of the **Organiser** before undertaking any dressing, moving or removal of any part of the Minster fabric, chattels or collections.
  - 5.4.1.3. Ensure that no adhesive substance, including, tape, tacks, nails or drawing pins come into contact with any part of the Minster fabric, chattels or collections.
  - 5.4.1.4. Notify the **Organiser** promptly in the event of any spillage, accident or other untoward occurrence and follow the **Organiser's** subsequent instructions.
  - 5.4.1.5. Obtain prior consent for the use of the Minster's Electrical supply from the **Organiser**.
  - 5.4.1.6. Obtain prior consent of the **Organiser** for the use of any candles.
  - 5.4.1.7. Not obstruct or impede access to the designated quiet space for prayer and reflection during the **Event**.
  - 5.4.1.8. Adhere to the requirement to reduce the noise level when setting up and clearing away if this interferes with other activities eg services within the Minster and to stop all activity if the **Organiser** deem the noise level to be too high.
  - 5.4.1.9. Not to block emergency exits and fire routes or permit equipment relating to your activity to block such exits and routes.
- 5.4.2. Fire precautions must be observed

- 5.4.3. The **Organiser** must be consulted if it is desired to bring any equipment, including staging, electrical, recording, photographic or lighting etc.
- 5.4.4. The moving of furniture, building and dismantling of staging, setting out chairs etc may only be carried out by Beverley Minster Staff. There are restrictions on others helping. If you require something to be moved at the event you must consult the **Organiser**.
- 5.4.5. All electrical equipment (including extension leads) 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> This must be done BEFORE it is brought onto the **Site** and valid certification MUST be provided. All cables must be appropriately and safely secured in a method agreed with the **Organiser**. Equipment found in the **Site** without valid PAT certification will be confiscated.

5.5. The **Stallholder** shall be mindful and respectful to other **Stallholders**, **Sponsors** the general public and volunteers.

5.6. The **Stallholder** shall adhere to the area and space provided by the **Organiser**.

5.7. The **Stallholder** should support the educational ethos of the **Event**.

5.8. In the event of a problem at the **Site** the **Stallholder** shall contact the **Organiser** as soon as possible.

5.9. The **Organiser** will provide 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 the same during the **Event**

5.10. 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** online once the **Stallholder Request** has been accepted prior to becoming a **Confirmed Stallholder**.

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

6.3. Failure to pay the **Stallholder Fees** shall result in cancellation of this **Agreement**

6.4. Refundable deposits will be paid by the **Organiser** within 30 days of the **Event** to the account that made the original payment.

## 7. TERMINATION

7.1. Failure by the **Stallholder** to comply with the terms and conditions may result in the 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 largely indoors but could be cancelled due to adverse weather and other unforeseen circumstances including but not limited to torrential rain, wind, lightening, flooding, excessive heat fire, smoke, bio hazard, 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 the 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 if applicable employers and product liability insurance.

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**. The **Stallholder** should have, and adhere to, their own safeguarding policy regarding children, young people and vulnerable adults or agree to adhere to the Beverley Minster Safeguarding Policies ([link](#))

10.4. All **Stallholder** incidents or accidents at the **Event** shall be immediately reported by the **Stallholder** to the **Organiser** so that it can be recorded and 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 the **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 or 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.