

Eco Fair 2023 providers of talks, workshops and Children's activities,

Activity Sponsor - Terms and Conditions

DEFINITIONS

Agreement	Agreement means this instrument as originally executed or formally amended.
Event	The Eco fair part of Beverley Eco fest 2023 to be held on 30 th September 2023
Site	Beverley Minster, its grounds, Parish Hall and Peter Harrison Room.
Organiser	The Eco church Group of Beverley Minster. Charity number 1132704
Activity	A talk, workshop, children's activities but not limited to provided by the Activity Sponsor at the Event
Activity Sponsor	An Individual, Organisation or Company wishing to support the Event by running an activity free of charge.
Activity Request	A formal request to Sponsor the Event by running an activity
Confirmed Activity Sponsor	Activity request accepted and confirmed by the Organiser .

<p>Activity Sponsor Package</p>	<p>The Organiser will provide an area within the Site for the Activity Sponsor to deliver the agreed activity at the Event. The Activity Sponsor will be listed as an Activity Sponsor in key publicity in the Beverley Eco fest 2023 programme both in digital and print.</p>
<p>Activity Sponsor Benefits</p>	<p>Entitlements provided to the Activity Sponsor as part of their Activity Sponsorship of the Event</p>
<p>Partners</p>	<p>Third party Individuals, Organisations or Companies performing duties on behalf of the Organiser. The Organiser will provide a full list of Partners upon request.</p>

1. THE AGREEMENT

- 1.1. This is an **Agreement** between the **Activity Sponsor** and the **Organiser** and is non-transferable.
- 1.2. The **Agreement** shall commence on confirmation via email by the **Organiser** that the **Activity Sponsor** has become a **Confirmed Activity Sponsor**
- 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** be sent to the **Activity Sponsor**
- 1.6. The **Activity Sponsor** will be granted 28 days to raise formal comment or objections to the changes via email or in writing.
- 1.7. If the **Activity Sponsor** and the **Organiser** are unable to successfully resolve issues due to modifications to this **Agreement**, the **Activity Sponsor** shall NOT be entitled to any refund for the costs already incurred by the **Activity Sponsor**

2. ACTIVITY SPONSORSHIP

- 2.1. The **Activity Sponsor** is required to complete an **Activity Request** and via the online application form at <https://beverleyminster.org.uk/ecofest-23/> or manual submission by email ecochurch@beverleyminster.org.uk
- 2.2. The **Organiser** reserves the right to reject any **Activity Request** not received by 31st July 2023.
- 2.3. The **Organiser** shall review the **Activity Request** and assess it to establish whether the **Activity Sponsor** and proposed activity is compatible with the spirit of the **Event**
- 2.4. If the **Activity Request** is accepted the **Organiser** will notify the **Activity Sponsor** that they are now a **Confirmed Activity Sponsor**.

- 2.5. The **Organiser** will only grant the **Activity Sponsorship Benefits** when the **Activity Sponsor** has become a **Confirmed Activity Sponsor**
- 2.6. The **Activity Sponsor** will only do their agreed **activity** in the area provided and will need to purchase a stall area if they wish to have any other presence at the **Event** by completing the appropriate **stallholder** or **catering package**, subject to their terms and conditions, from the website:
<https://beverleyminster.org.uk/ecofest-23/>
- 2.7. If the **Activity Sponsor Request** is refused or rejected, the **Organiser** shall notify the **Activity Sponsor** in writing usually by email.

3. CANCELLATION BY THE CONFIRMED ACTIVITY SPONSOR

- 3.1. If the **Activity Sponsor** wishes to cancel this Agreement, a cancellation request should be sent via email to ecochurch@beverleyminster.org.uk
- 3.2. If the **Activity Sponsor** wishes to cancel this Agreement the **Organiser** will not reimburse any costs already incurred by the **Activity Sponsor**

4. ENVIRONMENT and ECOLOGY

- 4.1. The **Activity Sponsor** is required to comply with all fire, electrical, health and safety and other environmental laws and any failure to comply shall result in the **Activity Sponsor** being required to rectify such failure immediately or withdraw from the site
- 4.2. If the **Activity Sponsor** has an **Activity** involving food or beverages 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, fish free.
 - 4.2.3. Alcohol is not to be used in the **Activity**
- 4.3. The **Activity Sponsor** 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**.
- 4.4. The **Activity Sponsor** is not permitted in any circumstances to display or exhibit balloons of any type; nor should balloons be offered to the general public.

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

- 5.1. The **Activity Sponsor** is required at all times to comply with all fire, electrical, health and safety and other environmental laws, and any failure to comply shall result in the **Activity Sponsor** being required to rectify such failure immediately or withdraw from the **Site**.
- 5.2. Unless specifically agreed beforehand the **Activity Sponsor** shall provide all their own equipment and materials to run the **Activity**, but a table and 2 chairs will be provided. The **Activity Sponsor** shall NOT bring in or use on site any diesel or petrol generators
- 5.3. The **Activity Sponsor** shall adhere to all **Site** rules including but not limited to designated arrival, set up and pack down times which will be agreed between the **Organiser** and **Activity Sponsor** before the **Event**

5.4. The **Activity Sponsors** 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. **Activity Sponsors** 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**

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

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

5.7. The **Activity Sponsors** should support the educational ethos of the **Event**.

- 5.8. In the event of a problem at the **Site** the **Activity Sponsors** 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 **Activity Sponsors** 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 **Activity Sponsors** 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. TERMINATION

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

7. EVENT CANCELLATION

- 7.1. 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.
- 7.2. 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 well being of the **Confirmed Activity Sponsor** and the general public.
- 7.3. In these circumstances the **Organiser** shall NOT refund the **Confirmed Activity Sponsor** for any costs incurred by the **Confirmed Activity Sponsor**.

8. CONFIDENTIALITY

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

9. LIABILITIES AND INSURANCES

- 9.1. The **Organiser** shall have valid public liability insurance for the **Event**.
- 9.2. The **Activity Sponsor**, if providing goods and or services, shall have and provide evidence to the **Organiser** of public liability and if applicable employers and product liability insurance or if uncertain discuss with the **Organiser** prior to the **Event**.
- 9.3. The **Activity Sponsor** shall undertake and provide evidence to the **Organiser** of an appropriate risk assessment and method statement including mitigations for the **Activity Sponsor** involvement in the **Event**. The **Activity Sponsor** 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)

9.4. All **Activity Sponsor** incidents or accidents at the **Event** shall be immediately reported by the **Activity Sponsor** to the **Organiser** so that it can be recorded and mitigated accordingly

9.5. The **Activity Sponsor**, if providing goods and or services, shall be liable for all fees, fines and other costs as a result of an incident or accident caused by the **Activity Sponsor** at the **Event**.

10. PUBLICITY

10.1. The **Activity Sponsor** shall not use the **Organiser's** name in press or other publicity and promotional materials without the prior written consent of the **Organiser** except where permission is granted as a result of **Activity Sponsorship Benefits**.

11. FORCE MAJEUR

11.1. 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.

12. GOVERNING LAW

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