

# VF23 Market Pack

**PLEASE NOTE:** ALL DETAILS IN THIS PACK ARE SUBJECT TO CHANGE. FURTHER INFORMATION AND ANY UPDATES WILL BE ISSUED TO YOU UPON SUCCESSFUL APPLICATION

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Thank you for your interest in trading at Victorious Festival!

Please read the following information about Victorious Festival, the Market Trader Rules and the Event Terms & Conditions (collectively, the "Trader T&Cs"). Please note by completing and submitting the online trader application form, you will be deemed to have read and accepted the Trader T&Cs.

## **VICTORIOUS FESTIVAL OVERVIEW**

Victorious Festival is set for its tenth August Bank Holiday weekend on Southsea Seafront. The festival, located along Southsea's beautiful seafront, will kick off with a **fully open site all 3 days Friday 25<sup>th</sup> August, Saturday 26<sup>th</sup> and Sunday 27<sup>th</sup> August 2023!**

The festival has multiple stages offering a wide variety of music, including two main stages playing host to the biggest performers – 2022 hosted incredible performances from Sam Fender, Paolo Nutini, Stereophonics, Sugababes and Primal Scream, to name a few!

Victorious Festival is steadily growing each year, the extensive festival site boasts a huge award winning Kids Arena where all activities and entertainments are free, an array of market and food stalls, a comedy tent and free entry to some of the amazing Southsea Seafront attractions within the site. With all of this on offer to ticket holders, the event continues to be one of the best value music festivals in the UK!

The festival also offers festival-goers the opportunity to camp offsite at Farlington Playing Fields with a free-to-campers shuttle bus service to and from the festival site. The campsite has also continued to grow – with the capacity steadily increasing and additional campervan pitches getting snapped up. **This year the campsite will be opening to the public on Thursday 24<sup>th</sup> August.**

## **TRADING AREAS**

**\*\*IMPORTANT CHANGE TO NOTE FOR 2023\*\***

The whole festival site is now **OPEN all 3 days FRI/SAT/SUN**

### **MARKET WAY –**

Situated along the main connecting pathway between the two main stages (Common Stage & Castle Stage), this busy area plays host to market and food stalls. It has a high footfall throughout the duration of the event.

- Catering Traders & Market Traders
- Opening hours: **Fri/Sat/Sun** 10:00-23:00
- 3x3m pitch price = £400+VAT

### **COMMON STAGE –**

The festival's largest capacity arena where the biggest headline acts will perform. This area also hosts further entertainment and Sponsor activations.

- Catering Traders & Market Traders
- Opening hours: **Fri/Sat/Sun** 10:00-23:00
- 3x3m pitch price = £450+VAT

**WORLD MUSIC VILLAGE** - This vibrant area offers festival goers the chance to enjoy world music, spoken word, workshops, food and markets. This area boasts high footfall leading thoroughfare between the festival's busiest entrances, Street Food Way and the Common Stage. Some tables/benches will be provided.

- Catering Traders and Market Traders
- Opening hours: **Fri/Sat/Sun** 10:00-23:00
- 3x3m pitch price = £400+VAT

**KIDS AREA** – This area has a great selection of free-of-charge children's entertainment and activities including a dedicated stage, workshops, bouncy castles, arts & crafts and children's fairground rides! This area caters to families with children so it closes at 6pm each day.

- Catering Traders & Market Traders
- Opening hours: **Fri/Sat/Sun** 10:00-18:00
- 3x3m pitch price = £280+VAT

**PREMIUM UPGRADE AREA** - This area is situated adjacent to the Common Stage. It has a dedicated site entrance (Gate P) as well as access from the Common Stage. The area includes exclusive bar, toilets, food traders, activities, market traders and access to an undercover viewing platform of the Common Stage.

- Catering Traders and Market Traders
- Opening hours: **Fri/Sat/Sun** 10:00-23:00
- Pitch price assessed on case-by-case basis

**FARLINGTON FIELDS OFF-SITE CAMPING – THIS AREA IS OPEN THUR/FRI/SAT/SUN/MON**

The campsite is located offsite at Farlington Fields (just off the A27/M27) and offers a free-to-campers shuttle bus service running to and from the festival site. Pitches within the campsite have the opportunity of 24hr trading.

**ALL TRADERS WISHING TO TRADE PAST 23:00hrs MUST APPLY FOR A 'TEN' LICENSE. PLEASE EMAIL [CONCESSIONS@VICTORIOUSEVENTS.CO.UK](mailto:CONCESSIONS@VICTORIOUSEVENTS.CO.UK) FOR MORE INFO.**

- Catering Traders and Market Traders
- Opening Hours: **Thurs:** 13:00 **Fri/Sat/Sun:** 24hrs (flexible, subject to license), **Mon** until 12:00hrs
- Pitch price assessed on case-by-case basis

## **ELECTRICITY SUPPLY**

- All electricity will be provided by Victorious Festival's on-site generators. Private generators are NOT permitted.
- Power pricing will be presented to you upon successful application
- Applicants will be required to indicate their anticipated electrical supply requirements at the time of submitting their online application. Please note that any additional electricity supply that is required at the Event will not be guaranteed. The provision of such additional supply will be subject to the approval of the Market Manager and payment of an additional charge (which will be informed upon application) which must be paid in full in advance.
- Onsite power inspections will take place. If you are found to be using more power than requested and paid for you will be charged at a higher rate for any additional usage. Payment for this will be due immediately.

## **WI-FI SERVICE**

We strongly suggest looking into your own Wi-Fi options and payment systems with 'offline' mode. There are no current plans for a pay-for trader Wi-Fi service – if this changes successful applicant will be notified. Temporary phone masts will be in place for the festival (Vodafone & EE)

## **MARKET TRADER RULES**

Please read the following rules (the "**Market Trader Rules**") carefully. By proceeding to the online application and checklist you are confirming you have read, understood and agree to the terms outlined in the Contractor Pack, including the Market Trader Rules as detailed below.

### **Definitions**

- 1.01 In these Market Trader Rules, the following definitions and rules of interpretation shall apply:
- (a) references to "you", "yours" and "trader" shall be construed as references to the individual named on the online application form;
  - (b) references to "Victorious Festival", "we" and "us" shall be construed as references to Victorious Festivals Limited;
  - (c) the term "*Market Trader*" refers to anyone who sells items, goods or services that do not involve the preparation or handling of food or drink;
  - (d) the term "*Catering Trader*" refers to any trader who sells food or drink;
  - (e) references "traders" shall include both Market Traders and Catering Traders; and
  - (f) the "*Contractor Pack*" means this document, comprising the following information: (i) Victorious Festival Overview; (ii) the Trading Areas; (iii) Electricity Supply and Hire Prices; (iv) the Market Trader Rules; and (v) the Event Terms & Conditions.

### **Application**

- 2.01 Once you have read this Contractor Pack in full, please complete and submit the online application form.
- 2.02 All successful traders will receive a confirmation email detailing the next steps in meeting Victorious Festival requirements.

### **Payment**

- 3.01 Full payment is due on acceptance of your application (including electricity, green deposit and any other applicable charges) and must be made by bank transfer to Victorious Festivals Ltd. Your pitch offer is not guaranteed until this payment has been

received. You will have a maximum of 14 days to pay otherwise the pitch will be offered to another trader.

- 3.02 All traders are required to put up a Green Deposit. Market Trader Green Deposits are set at **£50 per stall**. Green Deposits will be included on successful applicant invoices. Green Deposits will be returned within 30 days after the event, provided your designated pitch has been left tidy and in good order and relevant account details have been provided. If your pitch is not left tidy and in good order then Victorious Festivals Ltd have the right to retain all or part of your Green Deposit.

Any disputes will be resolved within 30 days where possible.

### **Insurance**

- 4.01 You must maintain the following insurance policies:
- (a) public liability insurance cover of not less than £5 million for any one claim; and
  - (b) product liability insurance cover of not less than £5 million for any one claim.
- 4.02 You must also maintain employers' liability insurance cover of not less than £5 million for any one claim, if required to do so by law.
- 4.03 We will ask for a copy of your valid insurance certificate(s) along with the other health & safety documents. No trade pitch will be fully confirmed without insurance details. Failure to adhere will result in you being prohibited to trade. Should your policies be up for renewal before or during the event then please provide evidence of your current insurance. If your application is successful, **it is your responsibility to provide us with the renewed insurance 14 days BEFORE the opening of the event.**

### **Losses**

- 5.01 By accepting these terms and conditions you acknowledge that neither Victorious Festival nor their designated employees, agents or sub-contractors are responsible or liable for:
- any financial losses incurred by you;
  - any loss of income, or damage to your equipment, goods, stock or personal belongings;
  - any loss of income, or damage to goods caused by adverse weather conditions; or
  - any necessary re-siting of stalls, or any change of performance program
- 5.02 For the avoidance of doubt, nothing in these terms and conditions shall limit or exclude Victorious Festival's liability for (a) death or personal injury arising from its negligence; or (b) fraud or fraudulent misrepresentation.

- 5.03 Please note: all traders are responsible for the safety and security of their own stock, vehicles and their pitch. It is your responsibility to insure your property against damage.
- 5.04 Victorious Festival does not accept any responsibility for the levels of trade during the event.

### **Passes**

- 6.01 There are a set number of staff and vehicle passes available for your staff and you will be informed of this via email. Details of your staff need to be submitted in advance of the festival date.

You will be advised about this simple process in July/August provided your pitch fees have been paid and appropriate valid documentation confirmed.

### **On-site**

- 7.01 Camping on-site is prohibited. The use of caravans, tents or any other overnight accommodation will not be permitted on the event site under any circumstances.

However, information on the Farlington Fields Off-site Campsite can be found by following the link below, should you wish to purchase a ticket to use this facility – which offers a free-to-campers shuttle bus service to and from the festival site.

<https://www.victoriousfestival.co.uk/farlington-fields-offsite-camping/>

- 7.02 You are responsible for sourcing all furniture, lighting or other materials and/or equipment you require to display any merchandise.
- 7.03 You acknowledge and accept that you are responsible for the actions and behaviours of your staff while they are on the festival site. We reserve the right to remove any trader staff and/or contractors who we believe are behaving in inappropriate, offensive or illegal manner, or who have caused damage to any property on the festival site. In such circumstances, your trade stall may be prohibited from trading at Victorious Festival events in future years.
- 7.04 The Market Management team on behalf of Victorious Festival are solely responsible for the allocation of trade pitch sites and reserve the right to reallocate or re-site a pitch at any time. You are not permitted to move or change your pitch from the location provided by the Market Management team.
- 7.05 You may not sub-contract your stall or any part of your stall without our express written permission. If you do so, you may be instructed to cease trading and may be prohibited from trading at Victorious Festival events in future years. No refunds or reimbursements will be given in such circumstances.



### Pre-Event Set-Up

- 7.06 Access to the site may be permitted from **10:00hrs on Wednesday 24<sup>th</sup> August 2023** and **10:00hrs on Thursday 25<sup>th</sup> August 2023**. Any trader wishing to access the site earlier than these dates or times can only do so if agreed with the Market Manager prior to the event.

(NB: If setting up before **Thursday** then please be aware that electricity will only be available at an additional cost if required).

- 7.07 All traders must be set up by **09:00hrs on Friday 25<sup>th</sup> August 2023** ready for inspection.

### On the Day Set-up and Trading Hours:

- 7.09 All traders must adhere to the following set-up times and operating hours:

- **All traders** must be set-up for trade and H&S inspection by **09:00hrs on Friday 25<sup>th</sup> August 2023**.
- Hours of trading are between **10:00hrs until 23:00hrs on Friday 25<sup>th</sup> August 2023, Saturday 26<sup>th</sup> August & Sunday 27<sup>th</sup> August 2023** unless agreed otherwise – with the exception of the Kids Area where the trading hours are 10:00hrs until 18:00hrs on Friday 25<sup>th</sup> August 2023, Saturday 26<sup>th</sup> August & Sunday 27<sup>th</sup> August 2023
- **Friday 25<sup>th</sup>, Saturday 26<sup>th</sup> & Sunday 27<sup>th</sup> August 2023** all traders can access the site from **07:00hrs**.

### Vehicles, Vehicle Movement and Deliveries

- 7.10 Only re-stock and delivery vehicles with correct vehicle passes will be permitted access to site during set-up hours **07:00-09:00hrs on Friday 25<sup>th</sup>, Saturday 26<sup>th</sup>, Sunday 27<sup>th</sup> August**. Details on how to obtain trader vehicle passes and delivery vehicles passes will be issued closer to the event. You **MUST** ensure your delivery vehicle has your company name, trader name and pitch number/location of the pitch **BEFORE** they come on-site to deliver. Victorious Festival does not accept responsibility for receiving deliveries on your behalf.
- 7.11 When driving on-site, you must adhere to the 5mph speed limit at all times. You must also use turning signals to indicate your direction. Do not use hazards whilst in motion. In the event of adverse weather conditions, we may operate a vehicle movement ban on grassy areas until we deem it is safe to resume vehicular movements. Trader vehicles breaking these rules, or failing to adhere to any vehicle movement bans (if applicable) may be asked to cease trading and leave without a refund.
- 7.12 N.B. No trader vehicles whatsoever are permitted to move on-site during live days, i.e.

**after 10:00hrs on Friday 25<sup>th</sup>, Saturday 26<sup>th</sup> August, Sunday 27<sup>th</sup> August. Or before 01:00hrs Monday 28<sup>th</sup> August.** The only vehicles you will see moving during these times belong to contractors or crew who have been given permission by Victorious Festival Management.

- 7.13 Any traders needing to leave the site to restock during live hours must transport the supplies on foot.

If you expect a delivery item too large to manually handle, notify the Market Manager before your trip and consideration will be given on how the festival may be able help you.

- 7.14 There is no on-site parking, therefore it is the trader's responsibility to park any vehicles offsite once set up is complete.

#### Noise and Sound Systems

- 7.15 Noise must be kept to a minimum at all times. Victorious Festival reserves the right to order trader sound sources to be turned off AT ANY TIME. Unregulated noise pollution could have serious implications on the festival licence.

You are not be allowed to play music after 22:00hrs during any given day of trading. Sound systems rated over 200 Watts are strictly prohibited.

#### Products and Tariffs

- 7.16 You are offered your pitch on the strength of the products and tariffs listed on your application form and accompanying documents. The product list and tariffs should be an accurate representation of what you intend to sell. In some instances, traders may be asked not to sell certain items to avoid clashes with other traders.

If Victorious Festival discovers that you are selling products or charging tariffs not listed we will ask you to withdraw the items or return to the agreed tariff. If you refuse, we reserve the right to enforce closure of your trading operation.

- 7.17 Please be aware that across certain product types, we will be operating a brand exclusivity policy. In these instances, you will be required to ensure that all stock you offer for sale within the relevant product categories are from the designated brand(s). In certain instances, you may also be required to purchase such products from a specified third party. More information on this will be discussed with you upon application.

#### Animals

- 7.18 Traders are not allowed to bring animals or pets onto site. You may not keep animals anywhere within the stalls areas. Any animals or pets found with your stall will need to be removed at the owner's expense. Please note these restrictions do not apply to guide dogs which are permitted on site.

#### Waste, Recycling and Damage

- 7.19 You are required to keep the area 10 meters in front of your stall tidy and free of rubbish. You must ensure that all waste generated by your stall is placed in the communal bins provided. Please notify us of any unusual requirements.

You must also ensure you use the correct on-site recycling facilities and that all cardboard is flat packed.

- 7.20 Care should be taken not to cause any damage or change to the site or to any of the fittings, equipment or any other property belonging to the site, to Victorious Festival or any of the contractors. You will be required to pay for any damage, including accidental damage caused. This cost may include transportation and labour costs incurred by such actions.

### **Fire Safety / Gas / Electricity / Water**

#### Fire Safety

- 8.01 Traders are required to have a 5kg dry powder fire extinguisher at their stall, that must have been either inspected by a competent person with BAFE qualifications or equivalent or has been purchased within the last 12 months. Documentation to prove either must be available on-site.

- 8.02 All traders must supply a completed Fire Risk Assessment; a copy must be included within the relevant paperwork required before the event and it must also be available on-site for inspection.

It is your responsibility to ensure fire exits and fire lanes surrounding your stall are kept clear from obstruction throughout the event. Please pay particular attention to the location of your stock, rubbish bags and equipment.

#### Electricity

- 8.06 All power to traders will be provided by on-site generators. **No personal generators will be allowed** and any found, may be removed to a place of safety at your expense.

- 8.07 Electricity requirements need to be detailed on the application form. There will be a charge for power. The prices will be emailed to you upon successful application. Onsite power inspections will take place. If you are found to be using more power than requested and paid for you will be charged at a higher rate for any additional usage. Payment for this will be due immediately.

You will need to provide your own outdoor, rated C-form extension lead to plug into the mains power.

8.08 Electrical equipment and appliances must comply with relevant HSE regulations and must have undergone a Portable Appliance Test (PAT) safety check or electrical systems test within the 12 months prior to the festival.

You must ensure that the safety check is carried out by a qualified electrical engineer and that each appliance receives a PAT (portable appliance test) certificate.

A clear, legible copy of the PAT inspection or electrical systems inspection certificate must be sent to us on confirmation of your application. No applications will be fully confirmed without relevant PAT certification. Failure to adhere means you will be unable to trade. More information on PAT testing is available here: **[www.pat-testing.info](http://www.pat-testing.info)**

When on site, should there be insufficient testing certificates for your electrical equipment, a registered engineer will be called to verify your equipment. You will be liable for costs for any on site testing.

#### Water

8.09 Wastewater must be disposed of in the grey-water bins (IBCs) as provided by the festival. It must not be poured onto the ground or down a drain. The digging of sumps and soakaways is prohibited.

## **Structures & Trailers / Deaf & Disabled Accessibility**

### Structures & Trailers

9.01 If trading from your own marquee or tent it is your responsibility to ensure the structure is flame retardant.

9.02 All tents, marquees and structures must be securely weighted, staked in and must use guy ropes (if required). Thin straight pegs are prohibited as they are not sufficient, you must use U-pegs or rippled pegs instead. The weather conditions can be windy at the festival site, so ensure you have sufficient ballast on each leg of the marquee.

### Deaf & Disabled Accessibility

9.03 Victorious Festival works closely with Attitude Is Everything, a company committed to improving deaf & disabled people's access to live music. Victorious Festival want to make the event an enjoyable and welcoming festival for all attendees. Not only do we all carry a legal duty under the 2010 Equality Act but we have a moral duty to make the festival facilities accessible to those attendees who have a disability

The Equality Act defines a disabled person as someone who has a physical or mental impairment which has an effect on his or her ability to carry out normal day-to-day

activities. This includes people with mobility disabilities, sensory impairments, learning disabilities, mental health issues and people with epilepsy and other impairments that may not be immediately visible

In light of this, we are always striving to make changes around the site to make it as accessible as possible. We ask that you please kindly consider any adjustments you can make to ensure your trading unit can be as accessible as possible for customers.

This includes considerations such as to have a lowered section on your unit where possible, and if this is not possible being able to provide an alternative serving policy such as walking out of the unit and assisting a customer. We ask that you consider providing a large print menu or price list to be available on request.

### **Prohibited Items**

10.01 Traders are **prohibited** to supply for purchase or gift alcohol in any form whatsoever, for example brandy-coffees.

10.02 Other prohibited items include:

- illegal substances or legal highs or any other psychoactive substances (including NOS canisters and related paraphernalia);
- tin foil barbecues or charcoal;
- sky lanterns;
- lasers or laser pens;
- weapons ("fake" and "toys" included), explosives or ammunition of any sort (including fireworks);
- tobacco products;
- camping chairs, air loungers or any other portable seating;
- Plastic, or foil balloons (any single use plastic)
- Covid-19 related items, such as tests, etc.
- glass objects or anything contained in glass; or
- any other articles which may, in our reasonable opinion, cause danger or disruption to visitors at the venue (regardless of whether or not such item is illegal or is carried for a specific purpose).

Any trader found offering prohibited items will have the items removed. You may be asked to cease trading, or to leave without refund and you may be prohibited from trading at any Victorious Festivals Ltd events in future years. This list is subject to change, we will let you know if anything further has been added.

### **Health and Safety**

11.01 Traders must comply with work practices outlined within the Health & Safety at Work Act

1974.

11.05 You are required to have a fully stocked first aid box, and you are responsible for supplying first aid for your staff. You are also required to keep an accident book. A festival first aid station and welfare tent will be on-site during event opening hours.

### **Non-compliance**

- 12.01 Victorious Festival and their designated employees reserve the right to remove any trader from the festival site who does not comply with the obligations outlined within this document.
- 12.02 You will not be permitted to operate your stall if you do not satisfy the licensing requirements of the Local Authority. Neither Victorious Festival, nor its designated employees, can accept any responsibility or liability if this situation occurs.
- 12.03 Sub-contracting stalls or a part of stalls, by traders is not permitted.
- 12.04 You agree to abide by the above clauses of 1.0 – 12.03 and indemnify Victorious Festival and their designated employees against any claim, loss or liability arising from a breach of the above clauses / regulations.

**PLEASE NOTE: ALL DETAILS IN THIS PACK ARE SUBJECT TO CHANGE. WE WILL GET IN CONTACT WITH YOU AS SOON AS WE ARE AWARE OF ANY CHANGE THAT MAY IMPACT YOUR TRADING WITH US.**

# **EVENT TERMS AND CONDITIONS**

*Please read thoroughly*

## **1 INTERPRETATION**

**1.1** The definitions and rules of interpretation in this clause apply in this agreement:

**VF:** Victorious Festivals Limited is a company registered in England under number 8775686 whose registered office is at 1 Red Lion Court, London, EC4A 3EB.

**Application Form:** the online application form submitted by the Stallholder via the Event website;

**Charges:** the sums payable for the Space and the attendance at the Event including any sums payable for services supplied by the Stallholder to VF prior to, during or after the Event;

**Commercial Rights:** any and all rights of a commercial nature connected with the Event whether owned by VF including without limitation, image rights, broadcasting rights, new media rights, endorsement and official supplier rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights;

**Event:** the event organised or managed by VF which the Stallholder wishes to attend;

**Event Equipment:** all booths, huts, stalls, tents, buildings, other constructions, materials, stores, equipment, plant or machinery belonging to, or under the control

of, VF that are made available to the Stallholder to be used in connection with the Event;

**Event Marks:** the logos, marks and trademarks used in promotion, advertising and marketing of the Event, together with any associated artwork, design, slogan, text and other collateral marketing signs of VF that are to be used in connection with the Event Marks;

**Event Site:** means that part of Southsea Seafront, Portsmouth and such parts where the Event is to take place

**Infrastructure** means such infrastructure, vehicles and any other equipment whatsoever which Stallholder intends to use in relation to the Event

**Force Majeure Event:** any event affecting the performance of any provision of this agreement arising from or attributable to acts, events, omissions, or accidents which are beyond the reasonable control of a party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, transport, disruptions, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body. However, a force majeure event will not include any shortage of goods, personnel, any increase in prices or reduction in supply or any

other circumstances which arise as a result of 'Brexit' (the withdrawal of the United Kingdom from the European Union) howsoever arising;

**Holding company, company and subsidiary:** the terms "holding company" and "subsidiary" shall be construed as such terms are defined in section 1159 of the Companies Act 2006 and a "company" shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee;

**Relevant Laws:** means all relevant statutes, regulations, laws, by laws, trade laws, ordinances, subordinate legislation, common law and binding court orders; all applicable industry codes, policies, guidelines and standards together with all licences (including any premises licence) and all local authority permissions, licences and authorisations imposed upon the Trader or otherwise applicable to the exercise of the rights granted hereunder provision and including those relating to hygiene, fire, health and safety, security and all legislation relating to money laundering, anti-bribery and anti-slavery.

**Space/Stall:** that part of the Event Site allocated to the Stallholder by VF for use during the Event;

**Stallholder:** the person named on the Application Form;

**Stallholder Rules:** the rules, regulations and requirements laid down by VF relating to the Event

and the use of the Space and attendance at the Event Site by the Stallholder (including, but not limited to the “Contractor Pack”, of which these Event Terms and Conditions form part of);

**Stand/Stall/Space:** the table, booth, chalet, stall, tent, building, or other construction provided by VF or Stallholder for use by the Stallholder during the Event; **Trade Name:** the name to be used for the Stallholder set out in the Application Form;

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax;

**1** Clause headings shall not affect the interpretation of this agreement.

**1.2** By submitting their application the stallholder understands that they are agreeing to all terms and conditions listed within this document

**1.3** The Application Form is part of this agreement.

**1.4** A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

**1.5** A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or reenactment and includes any subordinate legislation for the time being in force made under it.

**1.6** A reference to writing or written includes e-mail.

**1.7** Any obligation in this agreement

on a person not to do something includes an obligation not to agree or allow that thing to be done.

## **2 GRANT OF RIGHTS AND RESERVATIONS**

**2.1** If the Stallholder’s application for a space at the Event is accepted, VF will notify the Stallholder and will grant and the Stallholder will accept the right to take part in the Event, using the Space in accordance with the terms and conditions set out in this agreement.

**2.2** VF may grant or refuse any application for a space at the Event and allocate such spaces in its absolute discretion. VF may cancel any Space or part of any Space at any time, including during the Event, where the Stallholder is in breach of the terms of this agreement in any way.

**2.3** Subject to the Stallholder having paid all sums due to VF in full, and subject to availability, VF will allocate a Space to the Stallholder. If the Stallholder’s application is rejected, VF shall refund any monies paid to VF in full. VF reserves the right in its absolute discretion to alter the Space allocated at any time up to the commencement of the Event and during the Event.

**2.4** The Stallholder acknowledges that VF reserves the right to expel any person from the Event Site where VF in its absolute discretion believes that their conduct or presence may be prejudicial to the operation of the Event, or the enjoyment of the Event by other Stallholders or visitors.

## **3 CANCELLATIONS BY STALLHOLDER**

**3.1** The Stallholder may cancel the application for a Space at any time prior to the Event. If the Stallholder cancels its reservation of the Space more than 30 days prior to the Event, VF shall refund any Charges paid by the Stallholder, subject to the deduction of (i) any costs incurred by VF (including in relation to third parties); and (ii) an allowance for administrative costs. If the Stallholder cancels its reservation within 30 days of the Event, the Charges paid by the Stallholder to VF will not be refunded and VF shall be entitled to retain all such sums.

For the purpose of this clause the day that notice is given and the day of the Event shall be excluded when calculating the number of days.

## **4 OBLIGATIONS OF THE STALLHOLDER**

**4.1** The Stallholder warrants and represents to VF:

**4.1.1** that the information supplied on the Application Form is true and accurate;

**4.1.2** that all persons working at the Space are lawfully entitled to work for the Stallholder in England and, where the person is not a UK citizen, have all visas, permits or other authorisations required.

**4.2** Upon successful application the Stallholder agrees to pay the Charges on or before the date specified by VF.

**4.3** The Stallholder undertakes to VF:

**4.3.1** To comply with the Stallholder Rules



**4.3.2** to ensure that all stock, equipment, goods, chattels or material of any sort belonging to, or being used by, the Stallholder is kept within the Space at all times unless otherwise agreed by VF (and any such permission given may be revoked at any time);

**4.3.3** To use the Space strictly in accordance with the terms of this agreement and that it will be responsible for any damage caused by the Stallholder or its employees, agents or contractors to the Space, the Event Site or VF's Equipment. The Stallholder agrees that it shall pay to VF immediately upon request any and all costs (without deduction or set off) incurred by VF in relation to the rectification any such damage;

**4.3.4** To co-operate with and obey instructions or directions given by event staff and Security Staff, in pursuance of their duties at the Event Site and to consent to such persons searching any vehicles, containers, equipment, workbags and other chattels owned by the Stallholder, its employees, agents or sub-Contractors whilst the chattels are on, or as a condition of access to, the Event Site.

**4.3.5** To use the Event Marks and other branding materials provided by VF in accordance with any guidelines issued by VF;

**4.3.6** To apply any legal notices as required by VF or as set out in the Stallholder Rules;

**4.3.7** To ensure that all materials and products stocked, stored, used, promoted, published, distributed or sold by the Stallholder shall be safe and fit for their intended use and

shall comply with all Relevant Laws, Stallholder Rules, and best industry practice;

**4.3.8** Not to apply for registration of any part of the Event Marks or anything confusingly similar to the Event Marks as a trade mark for any goods or services;

**4.3.9** Not to use the Event Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorised under this agreement;

**4.3.10** Not to use or exploit any of the Commercial Rights of the Event in any way or do or permit anything to be done which might adversely affect any of the Commercial Rights of VF or the value of the Commercial Rights;

**4.3.11** Not to act in a way that is offensive, obscene or derogatory in nature or defamatory of any third party;

**4.3.12** to provide such advice and assistance as VF may reasonably request;

**4.3.13** provide such documents to VF on demand as VF may request, including risk assessments, method statement and any other health and safety document and licences and certificates of insurance;

**4.4.14** install, operate and remove any infrastructure and equipment (as all approved by VF) at such part of the Event site as notified by VF at such times as stated by VF;

**4.4.15** not alter or re-site the appearances and/or layout of the infrastructure and equipment once

it has been finalized and approved by VF;

**4.4.16** keep and maintain all infrastructure and equipment in a clean, orderly and sanitary condition and in good repair at all times during the Event;

**4.4.17** ensure that the Space is fully operational on each day of the Event and during all inspections

**4.4.18** ensure that the Stall does not contain any advertising or branding of any nature without VF's prior approval and not use any branding, advertising or marketing materials at or in relation to the Event without the prior approval of VF.

**4.4.19** The Stallholder has no right to sub-license, assign, sub-contract or otherwise share the rights granted under clause 2.1, without VF's prior written consent.

**4.5** The Stallholder acknowledges that VF has the rights to the Event and the Event Marks subject to the rights of Portsmouth City Council and agrees that the Stallholder has no right, title or interest in them except to the extent permitted by this agreement.

**4.6** The Stallholder warrants and undertakes that it has and shall at all times retain the right to enter into the Agreement and perform its obligations hereunder in accordance with all reasonable care and skill, with best industry practice, with all Relevant Laws and within the highest standards of safety.

## **5 ANTI-BRIBERY**

**5.1** The Stallholder agrees that it shall comply with all applicable laws,

statutes, regulations and codes relating to anti-bribery and anticorruption including but not limited to the Bribery Act 2010 (Relevant Requirements) and maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance.

## **6 LIMITATION OF LIABILITY AND INDEMNITIES**

**6.1** The Stallholder undertakes to indemnify VF against all liabilities, claims, demands, actions, costs, damages or loss arising out of (i) any breach of any of the terms of this agreement by the Stallholder; (ii) any act or omission of the Stallholder.

**6.2** The Stallholder shall further indemnify and keep indemnified VF from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities resulting from any claim by any third party (including, without limitation, any governmental authority), resulting from or arising out of or in any way connected to the products sold or supplied by the Stall holder.

**6.3** Nothing in this agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or its employees while acting in the course of their employment.

**6.4** Subject to clause 6.3, under no circumstances shall VF be liable to the Stallholder for any of the following, whether in contract, tort (including negligence) or otherwise:

**6.4.1** any indirect or consequential losses;

**6.4.2** loss of revenue or anticipated revenue;

**6.4.3** loss of savings or anticipated savings;

**6.4.4** loss of business opportunity;

**6.4.5** loss of profits or anticipated profits; or

**6.4.6** loss of wasted expenditure inc stock.

**6.5** VF's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, out of or in connection with the performance of VF's obligations under this agreement shall be limited to a sum equal to the Charges paid to VF by the Stallholder.

## **7 TERMINATION**

**7.1** Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, VF may terminate this agreement with immediate effect at any time by giving verbal and written notice to the Stallholder if:

**7.1.1** The Stallholder fails to pay any amount due under this agreement on the due date for payment and remains in default after being notified in writing to make payment;

**7.1.2** The Stallholder commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if that breach is remediable) fails to remedy that breach within the period specified by VF after being notified in writing

to do so;

**7.1.3** The Stallholder repeatedly breaches any of the terms of this agreement in a manner that reasonably justifies the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

**7.1.4** VF's right to hold the Event is terminated by Portsmouth City Council.

**7.2** Either party may terminate this agreement with immediate effect at any time by giving written notice to the other party if:

**7.2.1** The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership or limited liability partnership) has any partner or member to whom any of the foregoing apply;

**7.2.2** A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company or limited liability partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent

reconstruction of that other party.

**7.2.3** An application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company or limited liability partnership);

**7.2.4** The holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

**7.2.5** A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

**7.2.6** A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other similar process is levied or enforced or sued against, the whole or any part of the other party's assets and that attachment or process is not discharged within ten days;

**7.2.7** The other party (being an individual) is the subject of a bankruptcy petition or order;

**7.2.8** Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 7.2.6- clause 7.2.7(inclusive);

**7.2.9** The other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial

part of its business;

**7.2.10** The other party (being an individual), dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

## **8 CONSEQUENCES OF TERMINATION**

**8.1** Following termination of this agreement for whatever reason:

**8.1.1** The Stallholder shall immediately vacate the Space and remove all items belonging to the Stallholder causing as little disturbance as possible to the Event, VF, other Stallholders or attendees;

**8.1.2** Each party shall promptly return to the other any property (including any and all of VF's Equipment) of the other within its possession or control;

**8.1.3** Each party shall pay to the other any sums that are outstanding and to be accounted for under this agreement;

**8.1.4** Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **9 FORCE MAJEURE AND EVENT CANCELLATION**

**9.1** Any party that is subject to a Force Majeure Event shall not be in breach of this agreement and shall be excused from performance under this agreement while and to the extent they are unable to perform due to any Force Majeure Event, provided that:

**9.1.1** It promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

**9.1.2** It could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

**9.1.3** it has used all reasonable endeavors to mitigate the effect of the Force Majeure Event, to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

**9.2** If the circumstance of a Force Majeure Event continues after the Event, the party not affected by the Force Majeure Event shall have the right to terminate this agreement upon written notice to the other. This termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring before termination.

**9.3** If the Event is cancelled or abandoned for any reason (including, without limitation, by reason of a Force Majeure Event or under circumstances referred to in clause 9.1.3) VF shall notify the Stallholder of the cancellation as soon as possible. The parties agree that:

**9.3.1** VF shall not be in breach of this agreement by virtue of that cancellation or abandonment;

**9.3.2** (Without prejudice to their rights and liabilities arising before this cancellation) the parties shall, in respect of the period following VF's notice, thereafter be relieved of their rights and obligations under this agreement in respect of the event.

## **10 VALUE ADDED TAX**

**10.1** All sums payable under this agreement are exclusive of any VAT that may be payable and VAT will be added to the invoice.

## **11 USE OF DATA**

**11.1** The Stallholder agrees to VF holding information on the Stallholder for the purposes of the Event, and to notify the Stallholder of future events.

**11.1.1** The stallholder agrees to VF to use and store their information submitted upon application for future statistic and measurement of data.

**11.2** The Stallholder agrees to VF releasing the name and business address of the Stallholder to any person complaining about any service or products supplied by a Stallholder.

**11.3** The stallholder agrees to allow VF to use their information to provide advertisement over VF's social media, including but not limiting to, their trading name, bio, social media, and website.

## **12 LATE PAYMENT INTEREST**

**12.1** If the Stallholder does not pay any amount payable under this agreement by its due date, the Stallholder shall pay to interest on the outstanding amount at a rate of

5% a year above the Bank of England base rate from time to time from the due date for payment until the date on which VF actually receives the outstanding amount. The payment of the interest will be in addition to, and not in substitution for, any other remedies available in respect of the non-payment.

## **13 GENERAL**

**13.1** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

**13.2** Save as set out in clause, this Agreement is not intended to, and does not give any person who is not a party to it any right to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999. VF shall be entitled to enforce those provisions of this Agreement intended to benefit VF.

**13.3** No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

**13.4** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of a right or remedy shall preclude or restrict the further exercise of that or any other right or

remedy.

**13.5** If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

**13.6** If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**13.7** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings to date between them, whether written or oral, relating to its subject matter.

**13.8** Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.

**13.9** A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and all other confidential information concerning directly or indirectly the disclosing party's business, its products or its

services which the receiving party may obtain, including the terms of this Contract. The receiving party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the receiving party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors shall keep such information confidential.

## **14 NOTICES**

**14.1** Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing.

**14.2** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall include e-mail.

## **15 GOVERNING LAW AND JURISDICTION**

**15.1** This agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**15.2** The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation

(including non-contractual disputes or claims).

## **16 DISCLAIMER**

**16.1** The information contained within these Terms and Conditions may be subjected to change