



Named Stallholders, and their staff, must ensure that all Festival Terms and Conditions have been read and understood prior to applying for a pitch at The Canal Festival.

**The Organisers are: North Walsham and Dilham Canal Trust (NW&DCT)
in association with Dilham Hall Retreats (DHR) and Dilham Hall Canoe Hire (DHCH)**

All applications and/or further enquiries to secretary@nwdct.org

Terms & Conditions

1. **This Agreement** is between The Canal Festival (the “Organisers”) and the Stallholder
2. **Definitions** listed here in Section 2 below
 - 2.1. **“Entry Form”** means the Event’s online application form available at:
<https://www.nwdct.org/the-canal-festival-2024-forms/> (Postal applications also accepted – see address at foot of page)
 - 2.2. **“The Organisers”** are **NW&DCT & DHR & DHCH (as above)**
 - 2.3. **“Reply”** means the document that we will send you in response to your application.
 - 2.4. **“Event”** means The Canal Festival, which takes place on Saturday 7th and Sunday 8th September 2024
 - 2.5. **“Pitch”** means the space allocated to the Stallholder at the event by the Organisers.
 - 2.6. **“Stallholder”** means any person, company or charity that has completed an Entry Form, confirmed correct documentation will be available for inspection at The Canal Festival, and has been granted a free Pitch at the event by the Organisers
 - 2.7. **“Food Vendor”** shall mean any Stallholder designated as such by the Organisers
 - 2.8. **“Donation/s”** Stallholders are not charged a fee at The Canal Festival. However, where stallholders are providing goods or services for sale the Organisers would appreciate an appropriate percentage be given as a donation to NW&DCT
 - 2.9. **“Power Source”** No generators or diesel-powered engines to be permitted on site. There are some electrical points but we are limited in the amount of power we can supply, first come first served basis upon applying

3. The Canal Festival operational times:

3.1. **Dates:** Saturday 7th and Sunday 8th September 2024

3.2. **Times:** for stallholder arrival and setups 7:30 – 9:30am on each Festival day

3.3. **Festival gate:** open to the public at 10am both days

3.4. **Festival opening times:** Saturday 7th 10am – 6pm Sunday 8th 10am – 4pm

3.5. An additional opportunity to setup on Thursday 5th and Friday 6th 10am – 2pm both days, must be applied for on the Event Form.

3.6. **Striking the site:** Sunday the 8th 4:15pm – 8pm. Agreement can be made if more time required, or for removal the next day. Please contact us with details on the form

3.7. Vehicles will be permitted to enter or leave the festival site from 4:30pm (allowing visitors to clear the site safely).

4. **Pitches.** The Organisers will aim to provide a suitable pitch for your stall or gazebo, in keeping with the Organisers' site plan. The standard pitches provided are 4m x 4m for a max. 3m x 3m gazebo. If you require more space to bring a larger stall/gazebo please clearly state size required on your Entry Form. Gazebos or stalls may not extend into another stallholders pitch space. The Organisers reserve the right to change the layout of the site and location of pitches at short notice (for example Health & Safety/Weather)

5. Organisers' right to reject an application:

5.1. The Organisers reserve the right to reject or cancel any application without being required to state any reason for doing so.

5.2. The Organisers reserve the right to decline at any stage the admission of any proposed Stallholder.

5.3. The Organisers reserve the right to decline a request from any stallholder to use their own power source (unless by prior agreement.) see 2.9 above.

6. Organisers' responsibilities

6.1. The Organisers reserve 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 the Organisers (including adverse weather conditions), it shall not incur liability for loss or damage nor lead to a refund of any costs incurred.

6.2. The Organisers shall not be responsible for any loss or damage arising to stallholders from any error in the apportionment of the pitch, or for any encroachment by an exhibitor on the pitch allocated to another.

6.3. The Organisers exclude all liability for loss of earnings arising from any incident beyond the control of the Organisers.

6.4. A security team will be on site during the night from Thursday 5th September until Sunday 8th September inclusive, however the Organisers are not responsible for unattended stock.

7. Stallholder responsibilities.

7.1. The Stallholder shall provide their own sanitising equipment to include sanitising solution for visitors if appropriate.

- 7.2. The Stallholder is required to maintain **Public Liability Insurance** for duration of the event. The Stallholder is required to provide the organisers with a **copy of the Public Liability Insurance certificate with the stallholder Entry Form**
- 7.3. 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/compensate the Organisers on account or in respect of any such damage or injury, which may be so caused to others.
- 7.4. The Stallholder shall be held responsible for the behaviour of their staff and for the consequences of any misconduct by them.
- 7.5. 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.
- 7.6. The Stallholder may share their pitch on the following conditions: that a separate Event Form and Public Liability Insurance certificate has been provided by the person or company sharing the pitch.

8. Pitch and products.

- 8.1. The Stallholder must occupy the Pitch as agreed with the Organisers and be ready to trade or display during the Event Hours on Saturday and Sunday (ref 3.2 above).
- 8.2. The Stallholder must not set up their unit in a manner which in the opinion of the Organisers may be considered a danger to the public or obstruct an emergency vehicle access.
- 8.3. The Stallholder is expected to fully co-operate with any official organisations who might be 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.
- 8.4. If, in the opinion of the Organisers, the Stallholder unit extends beyond the allocated pitch, the Organisers may at their sole discretion move said unit to anywhere in the event site.
- 8.5. The Stallholder shall be entitled to retail only those products/foods listed in the application on the Event Form. The description and prices of all products and foods for sale must conform to the current legislation relating to Trade Descriptions.
- 8.6. Food and drink vendor units must have a well presented and legible tariff board.

8.7. The following must not be sold or offered for sale or use:

- 8.7.1. Drugs or drugs paraphernalia
- 8.7.2. Tobacco products and cigarettes, including e-cigarettes or vaping paraphernalia
- 8.7.3. Any products in conflict with the interests or ethos of the Organisers.

9. **Sale of alcohol.** All sellers of alcohol must hold an appropriate licence.
10. **Removal of products.** The Organisers reserve the right to require the Stallholder to remove any products/foods/drink not specified on the application Event Form, or if the merchandise is deemed offensive or in conflict with the event Organisers' interests and ethos.
11. **Exclusion of personnel.** The Organisers reserve the right to exclude or remove from the Event any person whose presence is or is likely to be undesirable.

12. **Undesirable activities.** If it appears to the Organisers 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 Organisers reserve 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 & conditions of The Canal Festival will be closed down and/or removed from site.

13. Vehicle access and parking.

13.1. 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 unless by prior agreement with the Organisers.

13.2. Stallholders may park vehicles in the free designated area on the festival parking field. Parking in all instances is at the owner's risk.

13.3. Stallholders may bring vehicles onto the Event site to load and unload their stalls, during the following times only: see section 3.2, 3.6 and 3.7

14. **Waste disposal.** Stallholders to remove own waste. If this is not possible please contact the Organisers to discuss.

15. Health & safety.

15.1. The Stallholders will provide the documents listed in Health & Safety, if applicable, in either hard or soft copy as requested by the Organisers

15.2. The Food Vendor stalls must complete the declaration regarding all relevant certification

15.3. The Food Vendor stalls 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

15.4. Compliance will not preclude you from prosecution or removal from site by the Organisers or Local Authority agent if subsequent inspection reveals unsatisfactory standards.

16. **Jurisdiction.** This agreement is subject to English law and any local authority bylaws.

17. **Declaration.** Signature of the Stallholder Event Form is taken as a declaration that the Stallholder has read, understood, and will comply with the Terms and Conditions as stated here in sections 1 – 18. No application will be processed unless this requirement has been met to the full satisfaction of the Organisers. If the Organisers consider that an exhibitor has not complied with any part of these regulations, the exhibitor will be required to leave the Event.

18. **General Data Protection Regulations (May 2018)** - I consent to my data being stored and processed by the Organisers 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.

Contact details

North Walsham & Dilham Canal Trust
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Telephone: 07774 320 068

Email: Secretary@nwdct.org

Website: www.nwdct.org

Charitable Incorporated Organisation No. 1180474