

## TRADERS TERMS & CONDITIONS 2022

The Agreement is made between Stormin' the Castle Limited whose registered office is 15 Laburnum Avenue, Durham, DH1 4HA. Company registration no 3595607, referred to as 'the Organiser', and ----- of ----- (As set out above) referred to as 'the Trader'. Whereas the Organiser will be arranging an event at Witton Castle County Durham and the Trader wishes to participate in this event

### IT IS HEREBY AGREED AS FOLLOWS

#### 1. Definition and Interpretation In this Agreement:

1.1 'The Event' means 'Stormin'The Castle'

1.2 'The Owner' means Witton Castle Country Park

1.3 'The Licence Fee' means the fee referred to in this Agreement

1.4 'The Licence Period' means 2n September 4th September 2022 to include the Event and the period agreed between the parties for set-up and break down.

1.5 References to 'losses' are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.

1.6 'The Site' means the land at Witton Castle Estate hired by The Organiser for the period of The Event.

1.7 'Permitted Use' means the use applied for by the Trader and the setting up and dismantling as agreed with the Organiser during the Licence Period.

1.8 'The Rights' means the right for the Licensee to:

1.8.1 Trade at The Event

1.8.2 to enter the Owner's Land during the Licence Period for the purposes of setting up and dismantling any structures

1.9 Words importing one gender include all other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa.

1.10 Where any party to this Agreement or the Organiser for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party or the Organiser are deemed to be made by or with the persons comprising that party or the Organiser jointly and severally.

1.11 Any agreement by the Trader not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person where the Trader is aware that the thing is being done.

1.12 Unless expressly stated to the contrary, any reference to a specific statute or to statutes generally includes any statutory extension or modification, amendment or re-enactment of it or them and any regulations or orders made under it or them.

1.13 The Organiser hereby agrees to provide a licence to erect a stand exercise the rights and to trade for the licence period on the site at the 2022 Stormin' the Castle event at Witton Castle County Durham in accordance with the Traders application form and the following terms and conditions and operational rules.

1.14 The Trader understands that this is a legally binding commitment and by signing this agreement accepts the terms and conditions and information and agrees to be bound by them.

#### Terms and Conditions

1. The Trader must effect and throughout the Licence Period keep in force a policy of insurance with a reputable insurance company, incorporating the standard conditions and exemptions of the insurance company, to cover all claims arising from the exercise of the Rights in the amount of £5m in respect of any one claim for bodily injury or disease or damage to property, and must make available to the Organiser or its agent on reasonable demand a copy of

the policy or a summary of its terms and a copy of the current premium receipt. This documentation must also be made available at any time during the event upon request by The Organiser, their appointed Health and Safety representative or any relevant authority.

2. It is the traders' responsibility to be fully insured as the organiser will not accept responsibility for damage or losses incurred. Copies of public and employers liability insurance cover notes must be enclosed with the application form. Traders must be aware that they are required by law to prominently display their public and employers liability insurance while trading.

3. Except to the extent that the Organiser may be indemnified by insurance The Trader must keep the Organiser fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Trader, or any persons at the Site acting expressly or impliedly with his authority and under his control, or arising directly or indirectly out of the exercise or purported exercise of the Rights, or any breach or non-observance by the Licensee of the obligations, conditions or other provisions of this Agreement.

4. The Trader understands that the Organiser will not accept liability for any damages, losses, thefts, or for any legal action taken on behalf of, or by, members of the public or other bodies

5. The Trader will be responsible for the health and safety on the stand provided by them on site. The Health and Safety at Work Act 1974 must be complied with at all times so as to ensure the safety of all concerned including members of the public. All signs and displays must be properly erected. Adequate guarding of moving machinery parts on all units must be provided and where necessary public access barred to the immediate vicinity of any dangerous products, places, process or activities.

6. All prospective traders must apply in advance and complete an application form. Traders arriving at the site 'on spec' will not be permitted to trade. All fees must be paid in advance and cheques cleared by 31st July 2020 failure to pay by this date will result in the cancellation of this contract and the Trader by signing this agreement accepts that the fee which contributes to the Organiser's set up costs is not returnable provided that the Organiser in its sole discretion may return some or all of the fee if the Trader withdraws from the event up to 30 days before 2nd September 2022. No payments can be made on-site.

7. Traders are responsible for the cleaning of the area inside, in front, around and behind their stand. All litter and rubbish must be placed in the skips provided and not left at the site. Any used cooking oil must be removed from the site by the Trader. The Trader must leave the pitch clear of all rubbish or other items on leaving and the Organiser shall charge the Trader with any costs they incur as a result of the Trader failing to fulfil this requirement.

8. Only authorised outlets may sell food, alcoholic beverages and Stormin' the Castle merchandise.

9. There will be no subletting without the prior written consent by The Organiser

10. No Trader will sell, or offer for sale, knives, crossbows, air guns and their replicas or any device capable of firing a projectile, or any ammunition used by the previously mentioned. Anyone found doing so will immediately be removed from site by The Organiser. This does not include legal pen knives. No trader will sell, or offer for sale, legal highs, poppers or similar substances. No trader will sell, or offer for sale, laser pens or similar devices.

11. Only items listed on the Traders application form are permitted for sale.

12. Children under the age of 16 years accompanying The Trader must be supervised at all times.

13. Any pets must be kept in The Traders camping area on the site behind the stalls. They are not allowed into the public areas (show field and camping fields) at any time, and must be kept on a lead at all times when on the Witton Castle Estate (there is livestock in the adjoining fields and any straying dog is liable to be shot).

14. Traders must be aware that they are required by law to comply with all relevant legislation applying to the operation of their stand. This will include the provision of appropriate fire-fighting equipment.

15. The Trader shall remain responsible for the actions of any third party company employed by The Trader (for example a company erecting a marquee or stall on behalf of The Trader) The Trader shall ensure that any such company shall have Public Liability Insurance to a value of five million pounds.

16. Entrances and exits must be kept clear at all times to allow for emergency vehicle access and egress.

17. The Trader shall not sell his or her wares other than at his or her allocated pitch.
18. The Trader shall only use the allocated pitch for the permitted use
19. The Trader is not allowed to carry out any draw or lottery.
20. No pitches are guaranteed from year to year, no favouritism will be shown to one trader over another. All pitches are allocated when the trader arrives on site. Please note that no trader may mark out or hold a pitch for another trader.
21. Any trader found to be in breach of these terms and conditions will not be invited to re-apply at future Stormin' the Castle events.
22. The Organiser may at its discretion remove anyone from site who is felt to be contravening any of the terms and conditions. This may be done without notice and The Organiser reserves the right not to provide a refund.
23. In the event of the Stormin' the Castle event being cancelled, The Organiser will not be responsible for any consequential loss or losses direct or indirect suffered by The Trader as a result of any such cancellation. Whilst The Organisers will use their best endeavours to ensure the event takes place and is not curtailed if for whatever reason the event has to be cancelled before it opens or if the event has to be curtailed after it opens Traders are reminded that the Licence Fee is not refundable (although the Organisers in their sole discretion may give consideration in exceptional circumstances to partial refunds).
24. Nothing in this agreement is intended to confer any benefit on any person who is not a party to it.
25. The Trader will ensure that the noise limits contained within the Public Entertainment Licence or other statutory Licence are not exceeded and will so far as possible keep noise levels to a minimum. The Trader will comply with The Organiser's requirements as to the control of amplified sound throughout the period of the event.
26. The Trader must not do anything on the Site, nor exercise the Rights, in such a way as to cause damage to the Site or nuisance, annoyance, disturbance, inconvenience, injury or damage to the Owner or its tenants or the owners or occupiers of adjacent or neighbouring land.
27. Access to the site will be from noon Wednesday to 7pm Thursday unless by prior consent of the Organiser.
28. The Organiser shall not be liable for any loss injury or damage or any interruption to the traders activities which are not caused directly by its own act or omission and for the avoidance of doubt shall not be liable for any act or omission by any other trader or member of the public at the event
29. The Road Traffic Acts apply to off road areas, including this venue. The trader should note that the police have access to the site and will prosecute anyone found driving or riding dangerously and or under the influence of drugs, or alcohol.
30. Operational rules aimed at facilitating the smooth running of the event will be provided at the event. These may be subject to revision in the light of unexpected circumstances e.g. severe weather conditions.
31. A competent, responsible person from the trader's staff will be required to be present on site from the arrival of the stand at the event and that a competent, responsible person is required to remain on site until 1pm Sunday after the event. If at any point it is necessary for this person to leave site, they must inform the Traders and Caterers Manager and appoint a named competent, responsible person to act and make decisions on their behalf.
32. All gas bottles and any waste oils will be removed from site by the Trader at the end of the event, failure to comply with this will result in a charge been made for the removal of the items and exclusion from further Stormin' The Castle events.
33. Only one vehicle per Trader will be permitted to park behind the unit. Additional vehicles will be directed to a separate restricted parking area.

34. Due to poor access to the site, especially during times of high volumes of customer traffic, traders and caterers wishing to leave or access the site will be restricted to 7:30- 8:30 am and 7:00-8:00 pm. Outside of these times vehicles may be parked in a separate restricted area

35. The Organisers reserve the right to alter the programme or any aspect of the event without prior notice.

36. All packaging provided for public use are to be biodegradable.

37. All traders will take power from the organisers at a charge of £30.00. Power will be available from Thursday evening. No petrol generators will be permitted to operate on site.

Petrol powered units are far more hazardous than those fuelled by either LPG or diesel and many venues in the UK have already banned the use of them. On the advice of our health and safety advisors we have followed suit and will not allow traders or caterers to use petrol generators at our event.

38. The Organiser will not enter into any dispute between any caterers and/or traders regarding any trading issues

39. The Organiser's decision is final in any discussions, debates, or disagreements.

40 In consideration of the grant of this licence the Trader agrees to pay to the Organiser the licence fee as set out in the tender.