



Humdrum Stallholder Terms & Conditions

These Terms and Conditions apply to all Stallholders, to the exclusion of all other terms and shall constitute a legally binding agreement between the Stallholder and Humdrum® Festival in connection with the Event. By submitting an application, the Stallholder shall be deemed to have accepted and agrees to comply with these Terms and Conditions.

1 Definitions

1.1 In these Terms and Conditions the following terms have the following meanings:

“**Applicant**” means any person or entity wishing to operate a stall at the Event.

“**Event**” means the public summer festival event known as Humdrum® Festival, due to be held at the Site on Friday 28th August 2020 to Sunday 30th August 2020.

“**Event Hours**” means the hours of midday Friday 28th August to 5pm Sunday 30th August 2020.

“**Fees**” means the fees as published publicly on the event website; www.humdrumfestival.co.uk

“**Site**” means The Clophill Centre for complementary therapies, or such other location notified to the Stallholder by Humdrum® from time to time.

Humdrum® or Humdrum® Festival means the promoters of the festival, namely; Christopher and Fiona Puleston of 6 The Glebe, Gravenhurst, Bedfordshire, MK45 4JA.

“**Stallholder**” means an Applicant whose application is accepted by Humdrum® as being eligible for the Event in accordance with these Terms and Conditions.

“**Stall**” means a stall or van operated by a Stallholder from which goods or services are sold or supplied.

2 Application process

2.1 If the Applicant wishes to book a Stall at the Event, the Applicant shall submit an application to Humdrum® Festival via the online booking form. The application must contain, as a minimum, contact name, company name, telephone number, email address, business address, type of Stall.

2.2 The Applicant shall ensure that the information contained in its application is complete and accurate at all times. In the event of a change to such information, the Applicant shall promptly notify Humdrum® Festival in writing.

2.3 Humdrum® Festival will consider the eligibility of the application and may contact the Applicant for further information to determine eligibility. Eligibility of applications shall be in Humdrum® Festival’s sole discretion, will be based on the information given by the Applicant and priority may be offered to local businesses or those who are supplying goods which are different to other stallholders. Humdrum® Festival reserves the right to reject any application it does not consider to be eligible and not enter into any correspondence with the reason for its decision.

2.4 If the application is eligible, Humdrum® Festival shall notify the Applicant thereof [in writing/by phone/by email] no later than [4] weeks prior to the Event. Absent of such notification, the application shall be deemed rejected.

3 Payment

3.1 Upon notification of the eligibility of the application, the Applicant shall become a ‘Stallholder’ and shall pay the Fees for the type of Stall stated in its application.

- 3.2 The Fees shall be paid to Humdrum® Festival by cheque or bank transfer. If a cheque is dishonoured, the Stallholder will be charged an additional fee of £15.
- 3.3 Humdrum® Festival is not VAT registered and all Fees are stated exclusive of VAT.
- 3.4 All invoices shall be paid within 14 days of receipt.
- 3.5 The trader 'Stallholder' ticket includes one trader and one stall. Partners, helpers, children will all need their own weekend ticket (or part of if only attending for some of the weekend)

4 Arrival and Departure

- 4.1 The Stallholder may arrive from midday Thursday 27th of August but shall in every case be ready to trade by midday Friday 28th August. Only Stallholders with a valid Humdrum® Festival booking reference will be allowed access to Site.
- 4.2 Any vehicle brought onto the Site must be parked in the area designated by Humdrum® Festival and, unless otherwise agreed, shall not be moved within Event Hours. Public access must be kept clear at all times. The Stallholder shall drive at a safe speed within the Site no greater than 10 miles per hour. The Stallholder shall supply vehicle registration details on request. Vehicles cannot access or leave the Site during the Event Hours.
- 4.3 The Stallholder is responsible for installation of the Stall on the pitch allocated to the Stallholder by Humdrum® Festival. If the Stallholder wishes to change the location of the pitch allocated to it, the Stallholder shall seek the prior consent of Humdrum® Festival or its representatives.
- 4.4 The Stallholder shall dismantle the Stall and leave the Site by midday Monday 31st 2020. The Stallholder shall ensure that all rubbish and waste is removed from the pitch and taken away by the Stallholder prior to departure. Failure to do so may result in an additional fee.
- 4.5 The Stallholder shall comply with all reasonable instructions of Humdrum® Festival or its representatives whilst at the Site including during installation and de-installation.
- 4.6 Prior to entering the Site, the Stallholder shall provide to Humdrum® Festival a copy of a valid Risk Assessment and a Public Liability Insurance policy covering outside events in the name of the Stallholder. Charities must provide proof of charitable status. Food stalls must provide a copy of a valid Food Hygiene Certificate in the name of the Stallholder.

5 Licence to occupy

- 5.1 Subject always to the Stallholder's compliance with these Terms and Conditions, Humdrum® Festival hereby grants to the Stallholder a non-exclusive personal licence to occupy during the Event Hours the pitch allocated to the Stallholder at the Site and to operate a Stall from the Site. This licence does not create any estate or interest in the pitch or the Site or give rise to a relationship of landlord and tenant between the parties.

6 Stall Requirements and Restrictions

- 6.1 The Stallholder shall keep their Stall within the pitch allocated to them by Humdrum® Festival. The Stallholder shall display on the Stall at all times their business name and any other trading disclosures required by applicable law and regulation.
- 6.2 The Stallholder shall provide all materials and equipment necessary for the operation of the Stall, including, without limitation, tables, chairs, racks, signage and marquee where necessary. The Stallholder shall ensure that all equipment is in good repair and operated in a safe manner and that the Stall is erected securely and weighted at all times.
- 6.3 No petrol, diesel or gas generators will be permitted on the Site.

- 6.4 The Stallholder or its representative shall be present to supervise the Stall at all times during the Event Hours.
- 6.5 The Stallholder shall not display, sell or offer for sale from the stall any goods or services which are not within the scope of its application for the Event.
- 6.6 The Stallholder shall not offer for sale any goods or services except from within the limits of its Stall.
- 6.7 The Stallholder shall not transfer, sublet, franchise or sell to the Stall to any other person or share the Stall with any other person, unless otherwise agreed by Humdrum® Festival in writing.
- 6.8 The Stallholder shall offer for sale or supply only good quality merchandise at competitive prices and ensure that the sale, storage and display of all goods and services complies with all applicable laws and regulations (including without limitation the Food Hygiene Regulations and Food Safety Act and other health and safety and environmental health laws).
- 6.9 The Stallholder shall ensure that it and its representatives shall at all times conduct business in a clean, ethical and courteous manner.
- 6.10 The Stallholder shall not create any undue noise or play music including radio, pre-recorded playback, live instruments or similar, or do anything which may cause an inconvenience to members of the public after 11pm.
- 6.11 The Stallholder shall ensure that its pitch shall be kept clean and tidy and undamaged at all times.
- 6.12 The Stallholder is responsible for the security of the Stall and monies collected.
- 6.13 The Stallholder shall not sell or supply alcohol at the Site.
- 6.14 The Stallholder shall not bring any glass bottles or cups on to the Site. Only plastic bottles or cups are permitted.
- 6.15 Dogs and animals are not permitted inside the Site unless with the prior agreement of Humdrum® Festival.

7 Warranties and Indemnities

- 7.1 The Stallholder warrants that it is the owner of the goods or services offered at the Stall with full power and capacity to sell or supply such goods or services to a third party and has obtained and will maintain all necessary permits, consents and licences to operate the Stall and that the goods or services sold at the Stall are lawful.
- 7.2 The Stallholder hereby indemnifies Humdrum® Festival from and against any loss, damages, costs, fines and expenses arising out of the Stallholder's goods and services, damage to property or death or personal injury to persons at the Event or any breach of these Terms and Conditions by the Stallholder.

8 Termination **-by Stallholder**

- 8.1 The Stallholder shall notify Humdrum® Festival as soon as possible in the event that it is unable to attend the Event for whatever reason.
- 8.2 Notwithstanding the foregoing, the Stallholder shall have the right to terminate these Terms and Conditions at any time and for any reason by giving not less than 1 day's prior written notice to Humdrum® Festival together with its reasons for termination.
- 8.3 Humdrum® Festival will not reimburse Fees paid to date to Humdrum® Festival by the Stallholder pursuant to these Terms and Conditions in the event of cancellation by the

Stallholder unless the termination is due to a breach by Humdrum® Festival of these Terms and Conditions.

-by Humdrum® Festival

- 8.4 Humdrum® Festival shall have the right to immediately terminate these Terms and Conditions at any time and for any reason by giving prior written notice to the Stallholder together with its reasons for termination.
- 8.5 If Humdrum® Festival terminates these Terms and Conditions for any reason other than for convenience, Humdrum® Festival shall notify the Stallholder in writing and shall be under no obligation to reimburse any Fees.
- 8.6 Humdrum® Festival shall have the right to change the date or location of the Event at any time on written notice and this shall not constitute a breach or termination of these Terms and Conditions. In the event of a change to the date of the Event, Humdrum® Festival will use reasonable endeavours to reschedule the Event. If Humdrum® Festival is unable to reschedule the Event, Humdrum® Festival shall refund the Fees paid to date by the Stallholder to Humdrum® Festival pursuant to this Agreement.
- 8.7 Upon termination of these Terms and Conditions, the Stallholder shall remove the Stall from the Site and, if present on the Site, vacate the Site promptly.

9 Liability limitations

- 9.1 Nothing in these Terms and Conditions shall exclude or limit either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or limited by law.
- 9.2 Subject to paragraph 9.1, Humdrum® Festival's maximum aggregate liability to the Stallholder (whether arising in contract, tort (including negligence) or otherwise) shall be limited to the Fees.
- 9.3 Subject to paragraph 9.1, Humdrum® Festival shall not be liable for any loss of profits, goodwill or revenue or any indirect, special or consequential loss.
- 9.4 Humdrum® Festival does not guarantee the commercial success of any Stallholder.
- 9.5 Humdrum® Festival shall not be liable for damage or loss of any of the Stallholder's property except where caused by Humdrum® Festival's negligence.

10 Miscellaneous

- 10.1 These Terms and Conditions together with the information in the application shall constitute the entire agreement between the Stallholder and Humdrum® Festival in relation to the Event and supersede any previous understanding or agreement in relation to the Event.
- 10.2 Notices shall only be valid if in writing and sent by email or post to the relevant party's place of business.
- 10.3 Any waiver or variation to these Terms and Conditions will only be valid if in writing and signed by Humdrum® Festival and the Stallholder.
- 10.4 If any provision of these Terms and Conditions is held to be illegal or unenforceable, such provision will be enforced to the extent possible consistent with the parties' intention or if incapable of such enforcement, will be deemed severed from these Terms and Conditions while the remainder will continue in full force and effect.
- 10.5 These Terms and Conditions (and any non-contractual obligations) shall be governed by English law. The parties hereby agree to submit any disputes to the exclusive jurisdiction of the courts of England and Wales.