

Caterer Information, Site Rules and Terms & Conditions Pack



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Thank you for your interest in trading at Victorious Festival!

Please read the following Information about Victorious Festival and the Rules, Health & Safety and Terms & Conditions you will be expected to abide by before completing the separate online application form.

VICTORIOUS FESTIVAL OVERVIEW

Victorious Festival is set for its sixth August Bank Holiday weekend **Friday 24th, Saturday 25th and Sunday 26th August 2018** along Southsea's beautiful seafront.

The festival has multiple stages offering a wide variety of music, including two main stages playing host to the biggest performers – last year saw Elbow, The Stereophonics, Madness, Rita Ora and Olly Murs headlining. As well as many more acts across the weekend.

Victorious Festival is steadily growing each year with over 143,000 people attending the successful 2017 weekend. The extensive festival site boasts a hugely free Kid's Area, an array of wide ranging and extremely popular market and food stalls, as well as free entry to some of Southsea amazing Seafront attractions. 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 success of last year's Friday night – which took place in Castle Stage arena and surrounding area - is to be continued this year. Due to popular demand it has been relocated to the larger Common Stage arena, showcasing indie rock legends The Libertines, Kaiser Chiefs, Shed Seven and Lightening Seeds.

The Farlington Fields offsite campsite will also be available once again with it's free-to-campers shuttle bus service to and from the festival site. This year it is also available to campervans, caravans, motorhomes, trailer tents and is increasing its overall capacity due to its popular demand.

Victorious Festival 2018 Tickets Prices (per day):

Super Early Bird - Friday Night **£20 SOLD OUT**
- Saturday/Sunday **£25 per day SOLD OUT**

Tier 1 Early Bird - Friday Night **£25 SOLD OUT**
- Saturday/Sunday **£30 per day SOLD OUT**

Tier 2 Early Bird - Friday Night **£30**
- Saturday/Sunday **£35 per day**

Tier 3 Early Bird - Friday Night **£35**
- Saturday/Sunday **£40 per day**

Standard - Friday Night **£40**
- Saturday/Sunday **£45 per day**

5-12yrs / U 5yrs - **£8 per day / £1 per day**

TRADING AREAS

Pitch prices will be discussed with successful applicants

COMMON STAGE AREA – The festival's largest capacity arena where the biggest headline acts will perform. Within this area Strongbow will be bringing back their Bowyard venue for 2018 offering a place to party all day and night.

THIS ARENA OPENS ON FRIDAY NIGHT.

- Catering Traders only
- Opening hours: **Fri** 16:00-23:00, **Sat/Sun** 10:00-23:00

CASTLE STAGE AREA – The festival's second largest capacity arena where headline artists will be showcased. This area also sees a high footfall as the Common Stage and Castle Stage are programmed to split the audience.

- Catering Traders only
- Opening Hours: **Sat/Sun** 10:00-23:00

STREET FOOD WAY – Situated between two of the busiest Entrances it is a thoroughfare between the Common Stage Arena and the World Music Village (also leading through from two to the one of the busiest Main Entrances, Kids Area and Castle Stage Arena) the new Street Food Way will play host to an array of food outlets. It is a high footfall area due to its cross over location, but also boosting room for queues and places to sit or stand and eat (due to good width).

- Catering Traders only
- Opening hours: **Sat/Sun** 10:00-23:00

FOOD COURT – An area that hosts a large selection of food and seating surround Southsea Skate Park and opposite Castle Stage Arena. This area sees a high footfall as it can be viewed from the festival's main crossroad, is next to the Acoustic Stage, round the corner from the Kids Area and just across the road from the World Music Village.

- Catering Traders only
- Opening hours: **Sat/Sun** 10:00-23:00

REAL ALE VILLAGE – Situated between Market Way and The Seaside Stage; the Real Ale Village replicates the popular Portsmouth Beer Festival (a very popular and much loved local event which takes place twice a year in the city). The area will have its own stage and food stalls to alongside the wide variety of Real Ales on offer at the bar. **NB: Pitches within this area CANNOT be staked in to the ground due the surface being hard standing, so please ensure you have sufficient weights.**

- Catering Traders only (As mentioned above, must be able to set-up on concrete)
- Opening Hours: **Sat/Sun** 10:00-23:00

SEASIDE STAGE - Situated by the picturesque Southsea Bandstand this seaside arena plays host to popular local bands, stunning views across the sea with passing ships and views of the Isle of Wight. This year Victorious festival are looking to transform the Seaside Stage into an experiential Pirate Island. More details on this tbc.

- Catering Traders & Market Traders
- Opening Hours: **Sat/Sun** 10:00-23:00

KIDS AREA – This area will have a great selection of free-of-charge children’s entertainment and activities including a dedicated stage, lots of workshops, bouncy castles, arts and crafts and children’s fairground rides. This area caters to families with children and closes at 6pm. *Ideal area for traders selling family orientated items, toys, food and sweets.*

- Catering Traders & Market Traders
- Opening hours: **Sat/Sun** 10:00-18:00

WORLD MUSIC VILLAGE - This vibrant area offers festival goers the chance to experience world music on its decorated stage, spoken word tents, workshops, food and markets. This area leads into Street Food Way and Common Stage arena and is next to the busiest Main Entrances and cross the road from the Kids Area. *Ideal area for first-time traders/arts & crafts.*

- Catering Traders and Market Traders
- Opening Hours: **Sat/Sun** 10:00-23:00

FARLINGTON FIELDS OFF-SITE CAMPING – The campsite is located offsite at Farlington Fields (just off the A27/M27) and offers a free-to-campers, short shuttle bus service running to and from the festival site. Pitches within the campsite give the opportunity for 24hr trading.

THIS AREA INCLUDES FRIDAY AND MONDAY TRADING. ALL TRADERS WISHING TO TRADE PAST 23:00hrs MUST APPLY FOR A SHORT AND SIMPLE ‘TEN’ LICENSE. INFO ON THIS WILL BE PROVIDED FOR YOU.

- Catering Traders and Market Traders
- Opening Hours: **Fri/Sat/Sun** 24hrs (flexible, subject to license), **Mon** until 12:00hrs

PREMIUM UPGRADE AREA - This area is situated adjacent to the Common Stage, it has a dedicated site entrance (Gate P), access to an undercover viewing platform for The Common Stage. The area includes exclusive bar, toilets, food traders, free face painting, balloon animals & children’s games. **THIS ARENA OPENS ON FRIDAY NIGHT.**

- Catering Traders and Market Traders
- Opening hours: **Fri** 16:00-23:00, **Sat/Sun** 10:00-23:00

ELECTRICITY SUPPLY AND HIRE PRICES

Please Note: All electricity will be provided by Victorious Festival on-site generators.

Private generators are NOT permitted.

16A (1Ø) = £180.00 + VAT = £216.00

32A (1Ø) = £225.00 + VAT = £270.00

32A 3 PHASE = £575.00 + VAT = £690.00

63A (1Ø) = £575.00 + VAT = £690.00

NB regarding electricity costs:

- All Friday Night pitches will incur an extra day's rate of electricity.
- Extra electricity will only be available at an additional cost and must be pre-approved by the Market Manager.
- All **campsite pitches** will incur extra electricity costs which will be discussed upon successful application.

Once you have paid your full pitch fee, electricity (and any other charges) then all profit is yours – we won't take a percentage of your earnings during the event.

CATERING TRADER RULES

Please read the following rules carefully. By proceeding to the online application and checklist you are confirming you have read, understood and agree to abide by Victorious Festival requirements as detailed below.

Definitions

- 1.01 In these Terms and Conditions the terms 'you', 'yours' and 'trader' refer to the person on the application form. The terms 'Victorious Festival', 'we' refer to the festival organisers.
- 1.02 The term 'Market Trader', 'Stallholder', refers to one who sells items, goods or services that do not involve the preparation or handling of food or drink. The term 'Catering Trader', 'Food Trader', refers to one who sells food or drink. The term 'Trader' refers to all of the above.

Application

- 2.01 Once you have read the Terms and Conditions, please complete and submit the Online Application Form and email copies of all required documentation listed on the Application Checklist to: traders@victoriousfestival.co.uk
- 2.02 All successful traders will receive a confirmation email detailing the next steps in meeting Victorious Festival requirements.

If your application is successful and you would like to accept the offer, the following Rules will apply:

Payment

- 3.01 Full payment is due on acceptance of your application (including electricity and any other charges) 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.

PAYMENT DETAILS:

BACS: Victorious Festival Ltd
a/c: 13558479
s/c: 20-69-40

You must use your invoice number as a reference for your payment.

- 3.02 All traders are required to put up a Green Deposit. Catering Trader Green Deposits are set at **£200 per unit**. Green Deposit cheques must be made payable to Victorious Festivals Ltd. If you're bringing more than one unit then **you must send separate cheques for each unit**.

Green Deposit cheques will be destroyed within 30 days after the event provided your designated pitch has been left tidy and in good order. If your pitch is not left tidy and in good order then Victorious Festivals Ltd. have the right to retain all or part of the deposit.

Any disputes will be resolved within 30 days where possible.

Insurance

- 4.01 You are obliged to have Public Liability Insurance for no less than £5 million to cover any hazard or loss which may occur at the festival.
- 4.02 You are obliged to have Employers Liability Insurance, worth no less than £5 million, if you employ one or more staff members. 'Staff' includes anyone paid or unpaid, managers and yourself. There's only a few exceptions for this insurance - for further details please visit: www.hse.gov.uk/pubns/hse40.pdf
- 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 then **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 are not responsible or liable for:
- any financial losses incurred by you;
 - any loss of income, or damage to your equipment, goods or personal belongings;
 - any loss of income, or damage to goods caused by adverse weather conditions;
 - any necessary re-siting of stalls, or any change of performance program;
 - any injury incurred by employees or staff working for or connected to you;

It is your responsibility to insure your property against damage.

- 5.02 Victorious Festival employs a professional 24-hour on-site security company, however traders are responsible for the safety and security of their own stock, vehicles and pitch.

- 5.03 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 in your confirmation 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 fee has 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 All tables, lighting or anything else you require to display any merchandise is the traders' responsibility to provide.
- 7.03 By accepting these Terms and Conditions you acknowledge that you are responsible for the actions and behaviours of your designated staff. Should Victorious Festival deem any trader staff behaviour as inappropriate, illegal, foul, criminally damaging to property or particularly offensive that person will be removed from site and 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 clear written express permission. To do so may mean you will be asked to cease trading and may be prohibited from trading at Victorious Festival events in future years. No refunds or reimbursements will be given.

Pre Event Set-Up

- 7.06 Access to the site may be permitted from **10:00hrs on Thursday 23rd August 2018** if discussed and agreed in advance with the Market Management (NB: If setting up on

Thursday then please be aware that electricity will only be available at an additional cost (if required).

All other traders can access the site from **10:00hrs on Friday 24th August 2018**. 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.

- 7.07 All traders with pitches located within the Friday Night site must be set-up on-site by **13:00hrs on Friday 24th August 2018**.

All other traders must be set up on-site by **18:00hrs on Friday 24th August 2018**.

- 7.08 Catering traders will be given a red card on arrival and will not be permitted to trade until Tiger Tea Health and Safety Officers have inspected the pitch.

After inspection you will be awarded a green card indicating that you have passed inspection and may now trade. In some cases you may be issued with a yellow card indicating that you may trade but need to improve some aspect of your stall.

Red, green or yellow inspection cards must be clearly displayed within the food trade stall at all times.

On the Day Set-up and Trading Hours:

- 7.09 All traders must adhere to the following hours;

- Catering Traders with pitches located within the Friday Night site must be set-up for trade and H&S inspection by **14:00hrs on Friday 24th August 2018**.
- Catering Traders must be set-up for trade and H&S inspection by **09:00hrs on Saturday 25th August 2018**.
- Hours of trading are from **16:00hrs until 23:00hrs on Friday 24th August 2018 (for traders pitched within the Friday Night site ONLY)** and **10:00hrs until 23:00hrs on Saturday 25th August & Sunday 26th August 2018** unless agreed otherwise.
- On both **Saturday 25th & Sunday 26th August 2018** all traders can access the site from **07:00hrs**.

Vehicles, Vehicle Movement and Deliveries

- 7.10 All catering traders are allowed only one stock OR refrigeration vehicle to remain static on-site behind their stall. It will not be allowed to move from this position until vehicle movement is allowed on-site - estimated time of vehicle movement on-site would be **01:00hrs on Monday 27th August 2018**.

You must not move your vehicle until given express permission by the Market Manager.

- 7.11 Only Re-stock and delivery vehicles with correct vehicle passes will be permitted access to site during set-up hours **10:00-14:00hrs on Friday 24th August, 07:00-09:00hrs on Saturday 25th August & Sunday 26th 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.

7.12 When your vehicles are on-site they can only move at a maximum speed of 5mph. You must use turning signals to indicate your direction so do not use hazards whilst in motion. In the event of adverse weather conditions there may be a vehicle movement ban on grassy areas until the ground is made safe. Trader vehicles breaking these rules may be asked to cease trading and leave without a refund.

7.13 This is **IMPORTANT** enough to repeat: no trader vehicles whatsoever are permitted to move on site during live days, i.e. **after 16:00hrs on Friday 24th August** (within the live area of the site), **or after 09:00hrs on Saturday 25th August & Sunday 26th August. Or before 01:00hrs Monday 27th August.** The only vehicles you may see moving during these times belong to contractors or crew who have been given permission by Victorious Festival Management in exceptional circumstances.

7.14 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.

7.15 There is no on-site parking, therefore it is the trader's responsibility to park any vehicles off-site once set up is complete, i.e. by **09:00hrs**. Excluding one static stock vehicle for catering traders only as mentioned in **7.10**

Noise and Sound Systems

7.16 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 license.

You will not be allowed to play music after 22:00hrs during any given day of trading. Sound systems may be no larger than 200 Watts and must constitute as "background music".

Products and Tariffs

7.17 You are offered your pitch on the strength of the products and tariffs listed on your application form. 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.

- 7.18 Please be aware that there will be a soft drink brand exclusivity across the event in which all traders selling such drinks must adhere to. However, we will not be restricting where you have to purchase the branded soft drinks from. More information on this will be discussed with you upon confirmation.

Animals

- 7.19 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.

Waste, Recycling and Damage

- 7.20 All 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 bins provided. Please notify us of any unusual requirements. We ask that all catering traders supply at least two front of house bin and ensure it is emptied regularly.

Ensure you use the correct recycling facilities available and that all cardboard is flat packed.

- 7.21 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 / Oil

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.

Catering traders must also have a fire blanket. Those with deep fat fryers are advised to have a wet chemical extinguisher.

- 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.

Gas

- 8.03 Other than canisters in use, only one spare cylinder of liquid petroleum gas (LPG) may be kept at your stall at any time, 47kg maximum size. If you wish to store additional LPG cylinders and empty LPG cylinders, please liaise with the Market Manager in advance, or on the day, to ensure use of the event LPG store. Market Management, Hampshire Fire, Health & Safety and Gas Safe technicians WILL inspect to ensure all requirements are met.
- 8.04 Gas appliances must comply with relevant HSE regulations and must have undergone a Gas Safe check within the 12 months prior to the festival.

Food traders must ensure that the Gas Safe registered engineer inspecting your appliances is qualified to check catering units. We suggest you check on the Gas Safe Register website: www.gassaferegister.co.uk

A clear, legible copy of the Gas Safe inspection certificate must be sent to us on confirmation of your application. No applications will be fully confirmed without relevant Gas Safe certification. Failure to adhere means you will be unable to trade.

Should there not be sufficient safety checks on your gas equipment, a registered engineer will be called to verify your equipment. You will be liable for the cost on any on-site testing.

- 8.05 It is a legal requirement for all Catering Traders under the *Gas Safety (Installation and Use) Regulations 1998* that "all commercial catering LPG equipment must have a flame failure device (also called a flame supervision device or thermocouple) so that the gas supply will cut out if the flame is extinguished"

Please refer to the NCASS link below for information regarding the legal use of LPG

www.ncass.org.uk/mobile-catering-home/content/get-legal/law-pages/gas-safety/gas-safety-what-the-law-says

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. Please see 'Electrical Supply and Hire Prices' (on page 6). Power requirements can only be booked in advance before Friday 1st August 2016.

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

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 The catering trader pitch fee includes access to a supply of clean water. This will be shared with other traders. Catering traders are not permitted to have a direct feed, nor allowed to attach a hose for filling water containers, from the communal tap.
- 8.10 Catering traders must possess appropriate hand washing facilities using hot running water. An urn of hot water and a bowl beneath is not adequate. This must be separate from any sink areas where utensils are washed.
- 8.11 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 soak-aways is prohibited.

Oil

- 8.12 All oil, and empty oil containers, must be taken away and disposed of properly, under no circumstances is oil to be poured onto the ground, down a drain or be left on the event site – this will result in you forfeiting your Green Deposit.

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 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.

Prohibited Items

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

10.02 Other prohibited items include:

- weapons, anything that can be interpreted as a weapon
- explosives of any sort
- tobacco products
- glass objects or anything contained in glass
- tin foil barbecues or charcoal
- sky lanterns
- lasers or laser pens
- herbal or illegal substances under the Psychoactive Substances Act 2016 (including NOS canisters and related paraphernalia)

Any trader found offering prohibited items will have the items removed. You may be asked to cease trading, or to leave which could result in being prohibited from trading at any Victorious Festivals Ltd events in future years.

Health and Safety

11.01 Traders are expected to comply with work practices outlined within the Health & Safety at Work Act 1974. Catering traders are expected to comply with legal food safety requirements as found in The General Food Regulations 2004, The Food Hygiene (England) Regulations 2006, and Regulations (EC) 178/2002 and 852/2004. Food traders must comply with legislation on food allergen labelling.

11.02 Catering traders are required to supply details of the local authority where they are registered with and a copy of your 'Scores on The Doors' Star Rating.

Please be aware that it is essential that **your registration MUST include 'Outdoor Catering' or 'Mobile Catering'**. You will need to speak to your local authority if you are only registered as a food business at a premises in order to gain this extra registration.

It would help if you submit your letter or inspection or registration from the local authority. We will be calling these local authorities to verify your status with them. You must have at least 4 stars for hygiene. No food trade pitch will be fully confirmed without registration details.

Victorious Festival and Portsmouth City Council will be checking with your local authority.

11.03 Catering traders must comply with the guidance laid out by Portsmouth City Council's Environmental Health Officer and on-site Health & Safety team.

11.04 If you do not regularly trade as a mobile catering unit, you will be given advice on methods to maintain food safety whilst working outdoors as there are many variations to static, indoor catering. Information on this advice meeting will be provided if your application is successful and your pitch is fully confirmed.

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. Catering traders must have blue plasters for any minor cuts / injuries.

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.

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 Festival Limited is a company registered in England under number 8775686 whose registered office is at 12 Fratton Road, Portsmouth, Hampshire, PO1 5BX;

Victorious Festivals Ltd (VF)

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; **Deposit:** the sum specified in the Schedule;

1.2 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 trade marks 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.

Stallholder Rules: the rules, regulations and requirements lay down by VF Relating to the Event and the use of the Space and attendance at the Event Site by the Stallholder;

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; **Holding company and subsidiary:** a "holding company" and "subsidiary" as 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;

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 Schedule;

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 Schedule;

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

1.2 Clause headings shall not affect the interpretation of this agreement.

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 space 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 space and allocate space 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, and, where reasonably practicable, expedient and commercially feasible for VF, allocate a Space according to the Stallholder's notified preferences. 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. The Stallholder acknowledges that on receipt of an application for a Space VF will incur costs for the provision of facilities. VF agrees, in its absolute discretion, that where cancellation is notified to VF more than 30 days prior to the Event it will refund the Charges after deducting all costs incurred to third parties and an allowance for administration fees. The Stallholder acknowledges that VF will plan an Event based on applications for space and that it may not be possible to re-sell the Space if the Stallholder cancels. The Stallholder agrees that no part of the Charges will be refunded if cancellation is notified in writing to VF less than 30 days before the Event. 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 on 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 The Stallholder agrees to pay the Deposit at the time of making application for a Space, and to pay the balance of 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 attend the Event and use

the Space strictly in accordance with the terms of this agreement and to 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;

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 statutes, regulations, directives and codes in force;

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.

4.4 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 PCC and agrees that the Stallholder has no right, title

or interest in them except to the extent permitted by this agreement.

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 any breach of any of the terms of this agreement by 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 the consumption or use of any products sold or

supplied by the Stallholder.

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.

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 shall have no liability to 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 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 PCC.

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.

9.4 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 9.3) VF shall notify the Stallholder of the cancellation as soon as possible. The parties agree that:

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

9.4.2 (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.

11.2 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.

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 NO PARTNERSHIP OR AGENCY

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.

14 THIRD PARTIES

14.1 Save as set out in clause

14.2, 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.

14.2 VF shall be entitled to enforce those provisions of this Agreement intended to benefit VF.

15 VARIATIONS

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

16 WAIVER

16.1 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.

17 SEVERANCE

17.1 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.

17.2 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.

18 ENTIRE AGREEMENT

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

18.2 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. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement.

19 NOTICES

19.1 Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

19.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a

delivery receipt or at the time the notice is left at the proper address.

19.3 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 not include e-mail.

20 GOVERNING LAW AND JURISDICTION

20.1 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.

20.2 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).

21 DISCLAIMER

21.1 The information contained within these Terms and Conditions may be subjected to change.

