

REWIND NORTH 2019

Market Trader Pack

CONTENTS

Rewind Festival Overview	Page 2
Trading Areas Available	Page 3
Electricity Supply & Hire Prices	Page 4
Market Traders Rules	Page 5
Rewind Festival Rules	Page 14
Event Terms & Conditions	Page 20

REWIND

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Thank you for your interest in trading at Rewind **North** Festival!

Victorious Festivals Limited (“VF” “We” “Our”) has been awarded the contract to supply catering services to Rewind Festival Limited (“RF”) at the Rewind **North** Festival due to be held at Capesthorpe Hall, Siddington, from 2nd August 2019 until 4th August 2019 (“the Event” or “Rewind Festival”)

Please read the following information about the Festival, the Catering Trader Rules, the Rewind Festival Rules and the Event Terms & Conditions (collectively, the “Contractor Pack”). Please note by completing and submitting the online trader application form, you will be deemed to have read and accepted the Contractor Pack.

REWIND **NORTH FESTIVAL OVERVIEW**

Rewind South 2019 will be taking place from **Friday 2nd August 2019 to Sunday 4th August 2019** set in the beautiful countryside Cheshire – Capesthorpe Hall, Siddington (“Site”).

Expect a weekend of iconic performance from musical legends, themed venues, pop-up performers and an unrivalled festival atmosphere with Camping, Boutique Camping and Campervan options available for attendees.

Last year’s main stage showcased acts such as The Jacksons, OMD and Billy Ocean over the weekend. This year is guaranteed to bring more big names and entertainment!

Rewind Festival 2019 Adult Tickets Prices:

WEEKEND + CAMPING

Early Bird - £120

Tier 2 - £130

Tier 3 - £140

WEEKEND

Early Bird - £99

Tier 2 - £115

Tier 3 - £120

SATURDAY & SUNDAY

Early Bird - £59

Tier 2 - £65

Tier 3 - £69

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TRADING AREAS

Pitch Confirmations are presented to successful applicants after assessment. We expect you then to confirm whether you are happy to proceed and enter into a contract with us in relation to you providing the Services at the Event. If you confirm that you accept the Pitch Confirmation, we will then submit an invoice to You. Upon our submission of this invoice, this Agreement will come into force.

THE ARENA – Various locations around the main Event site which plays host to the Main Stage, Disco Den, The Forever Stage, Kids Area, Fairground Rides and more!

- Catering Traders & Market Traders
- 3x3m Market Trader pitch price = £400+VAT
- Opening hours: **Fri** 18:00-00:30, **Sat/Sun** 12:00-00:30

VIP AREA - This area includes an exclusive bar, toilets, food traders and activities with a view of the main stage for VIP guests and customers.

- Catering Traders and Market Traders
- 3x3m pitch POR
- Opening hours: **Fri** 18:00-00:30, **Sat/Sun** 12:00-00:30

REWIND FESTIVAL

ELECTRICITY SUPPLY

*Please Note: All electricity will be provided by Rewind Festival's on-site generators.
Private generators are NOT permitted.*

Market Trader Electricity Prices

16A = £83.50 + VAT = £99

POR for any other requirements

- 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 Our approval and payment of an additional charge (which will be informed upon application) which must be paid in full in advance.
- All supplies will be protected by a 30mA RCD to comply with regulations and your own safety.
- All equipment must be well maintained and hold a current PAT certificate.
- Your supply will be provided within 25M of your pitch so a cable minimum of this length will be required to power your setup.
- You will be provided by post with your accreditation a payment sticker to place on the plug end of your cable as proof of purchase.
- Power will be provided from 10:00hrs Thursday to 10:00hrs Monday.

Utility Services

We will liaise with You in advance of the Event in relation to the level of Utility Services to be provided by Us to You. We will confirm the level of the Utility Fee no later than six (6) weeks before the Event and Supplier shall pay such fee plus VAT no later than four (4) weeks before the Event. If We agree to provide further Utility Services following the payment of the fee detailed above, We will confirm the level of the Utility Fee therefore and You shall pay such fee plus VAT upon demand.

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

REWIND FESTIVAL

MARKET TRADER RULES

Please read the following catering 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 Contractor Pack which includes the Catering 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 and/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) Rewind Festival Overview; (ii) the Trading Areas; (iii) Electricity Supply and Hire Prices; (iv) the Catering Trader Rules; (v) Rewind Festival Rules; and (vi) the Event Terms & Conditions.

Application

- 2.01 Once you have read this Contractor Pack in full, please complete and submit the online application form and email copies of all required documentation listed on the application checklist to: traders@rewindfestival.com
- 2.02 All successful traders will receive a confirmation email detailing the next steps in meeting Our requirements for the Event.
- 2.03 Pitch Confirmations are presented to successful applicants after assessment. We expect you then to confirm whether you are happy to proceed and enter into a contract with us in relation to you providing the Services at the Event. If you confirm that you accept the Pitch Confirmation, we will then submit an invoice to You. Upon our submission of this invoice, this Agreement will come into force.

Payment

- 3.01 Full payment (including electricity and any other applicable charges) is due from successful applicants once confirmation has been accepted and an invoice is sent via email. This 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

REWIND FESTIVAL

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 **£250 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 that your Space has been left tidy and in good order. If your Space is not left tidy and in good order, then We have the right to retain all or part of this 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 You must

- (a) provide a copy of your valid insurance certificate(s) along with the other health & safety documents requested by Us upon demand;
- (b) name Rewind Festival Limited on all insurance policies noted in clause 4.01 and 4.02 above ("Policies")
- (c) ensure that the Policies include, inter alia, an Indemnities to Principal clause
- (d) ensure that the Policies cover all your obligations in relation to the Event.

4.04 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

REWIND FESTIVAL

- 5.01 You acknowledge that neither Victorious Festivals Ltd nor Our 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 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 Our liability for (a) death or personal injury arising from Our 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 We do 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 Event date.

You will be advised about this simple process a few weeks pre-Event provided your pitch fees have been paid and appropriate valid documentation confirmed.

On-site

- 7.01 Camping on-site is permitted within your Space. Details on the use of caravans, campervans and tents must be submitted upon application.
- 7.02 You are responsible for sourcing all furniture, lighting or other materials and/or equipment you require to display any merchandise, all subject to our approval which we won't unreasonably withhold or delay.
- 7.03 You acknowledge and accept that you are responsible for the actions and behaviours of your staff while they are on the Site. We reserve the right to remove any trader staff and/or contractors who we believe are behaving in an inappropriate, offensive or illegal manner, or who have caused damage to any property on the Site. In such circumstances, your trade stall may be prohibited from trading at Our events in future years.
- 7.04 We, on behalf of RF, 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 Space from the location provided by Us.
- 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 Our events in future years. No refunds or reimbursements will be given in such circumstances.

REWIND FESTIVAL

Pre Event Set-Up

7.06 Access to the Site may be permitted from **08:00hrs on Tuesday 30th July 2019** if discussed and agreed in advance with Us (NB: Please be aware that electricity will only be available at an additional cost if required).

Any trader wishing to access the Site earlier than these dates or times can only do so if agreed with Us prior to the Event.

7.07 All traders must be set up on-site by **17:00hrs on Thursday 1st August 2019 (The Arena & VIP Area)**.

On the Day Set-up and Trading Hours:

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

- **The Village Green and Boutique Camping** traders must be set-up for trade and H&S inspection by 13:00hrs on Thursday 1st August 2019.
- **The Arena and VIP Area** Traders must be set-up for trade and H&S inspection by 17:00hrs on Thursday 1st August 2019.
- **The Village Green and Boutique Camping hours of trading are between:**
14:00-00:00hrs on Friday 2nd August 2019,
07:00-00:30hrs Saturday 3rd & Sunday 4th August 2019
07:00-11:00hrs Monday 5th August 2019
- **The Arena and VIP Area hours of trading are between:**
18:00-00:00hrs on Friday 2nd August 2019,
12:00-00:30hrs Saturday 3rd & Sunday 4th August 2019
- On both **Saturday 2nd & Sunday 3rd August 2019** all traders can access the site from **08:00hrs**.

Vehicles, Vehicle Movement and Deliveries

7.10 All Market Traders are allowed only one stock vehicle which must remain static on-site behind your stall. You will not be allowed to move your vehicle from this position until vehicle movement is allowed on-Site after the Event has ended - estimated time of vehicle movement on-Site would be **01:00hrs on Monday 5th August 2019 (The Arena & VIP Area) or 12:00hrs Monday 5th August 2019 (The Village Green & Boutique Camping)**.

You must not move your vehicle until given express permission by Us.

7.11 Only re-stock and delivery vehicles with correct vehicle passes will be permitted access to the Site during set-up hours **08:00-20:00hrs Tuesday 30th July, 08:00-20:00hrs Wednesday 31st August, 08:00-20:00hrs Thursday 1st August and 08:00-13:00hrs (The Village Green & Boutique Camping) or 08:00-17:00hrs (The Arena & VIP Area) Friday 2nd 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. We do not accept responsibility for receiving deliveries on your behalf.

7.12 You **must not drive on grassy areas of the Site**. When driving on the Site, you must adhere to the 5mph speed limit at all times. You must also use turning signals to indicate your direction.

REWIND FESTIVAL

Do not use hazards whilst in motion. Trader vehicles breaking these rules, or failing to adhere any vehicle movement bans (if applicable) may be asked to cease trading and leave without a refund.

7.13 N.B. No trader vehicles whatsoever are permitted to move on-Site during live days, i.e. **after 12:00hrs on Friday 2nd August** (within the live area of the Site), **or after 09:00hrs on Saturday 3rd August & Sunday 4th August. Or before 01:00hrs Monday 5th August.** The only vehicles you will see moving during these times belong to contractors or crew who have been given permission by Us.

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 Us before your trip and consideration will be given on how We may be able help you.

7.15 There will be trader car parking on Site. More info on this will be available nearer the Event.

Noise and Sound Systems

7.16 Noise must be kept to a minimum at all times. We reserve the right to order trader sound sources to be turned off AT ANY TIME. Unregulated noise pollution could have serious implications on the Event 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

7.17 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 We discover that you are selling products or charging tariffs not listed We will instruct 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 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 provided to you upon application.

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

REWIND FESTIVAL

removed at the owner's expense. Please note these restrictions do not apply to guide dogs which are permitted on the Site.

Waste, Recycling and Damage

- 7.20 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 bins provided. Please notify us of any unusual requirements. All catering traders must supply at least two front of house bins and you must empty them regularly.

You must also ensure you use the correct on-Site recycling facilities 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 on the Site, whether belonging to Us, any of the contractors or any other third party. You will be required to pay for any damage, including accidental damage, caused by you. This cost may include transportation and labour costs incurred by such actions.

Electricity / Water

Electricity

- 8.01 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.

- 8.02 Electricity requirements need to be detailed on the application form. There will be a charge for power. Please see 'Electrical Supply and Hire Prices' (page 4).

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

- 8.03 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 Event.

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 the 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

REWIND FESTIVAL

- 8.04 The Market trader pitch fee includes access to a supply of clean water. This will be shared with other traders. No trader is permitted to have a direct feed, nor allowed to attach a hose for filling water containers, from the communal tap.
- 8.05 Wastewater must be disposed of in the grey-water bins (IBCs) as provided by RF. It must not be poured onto the ground or down a drain. The digging of sumps and soak-aways is prohibited.

Structures & Trailers / Deaf & Disabled Accessibility

Structures & Trailers

- 9.01 If trading from your own marquee or tent, You must ensure the structure is flame retardant and this is your sole responsibility.
- 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 Site, so ensure you have sufficient ballast on each leg of the marquee.

Deaf & Disabled Accessibility

- 9.03 RF works closely with Attitude Is Everything, a company committed to improving deaf & disabled people's access to live music. RF want to make the Event an enjoyable and welcoming festival for all attendees. Not only does RF carry a legal duty under the 2010 Equality Act but it also recognises its moral duty to make the Event 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, RF is 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 You must not supply for purchase or gift alcohol in any form whatsoever, for example brandy-coffees.
- 10.02 You must also not supply for purchase or gift:

REWIND

FESTIVAL

- illegal substances or legal highs or any other psychoactive substances (including NOS canisters and related paraphernalia);
- tin foil barbecues or charcoal;
- sky lanterns;
- drones;
- lasers or laser pens;
- weapons, explosives or ammunition of any sort (including fireworks);
- tobacco products;
- golf umbrellas;
- gazebos or any other similar pop-up shelters;
- unofficial high vis jackets;
- generators;
- chemical toilets;
- banners, signs or materials displaying political, religious, offensive or race-related messages, slogans or images;
- 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 Site (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 of Our events in future years.

Health and Safety

11.01 You must comply with work practices outlined within the Health & Safety at Work Act 1974. Traders dealing with food items must 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. Catering Traders must also comply with legislation on food allergen labelling.

11.03 All Traders must comply with the guidance laid out by the Event's local Council's Environmental Health Officer and on-site Health & Safety team.

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 the Event opening hours. Market Traders handling food items must have blue plasters for any minor cuts / injuries.

Non-compliance

12.01 We reserve the right to remove any trader from the 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. We will not be responsible and will not incur any liability if this situation occurs.

12.03 You must not under any circumstances sub-contract your stall or a part of your stall.



REWIND

FESTIVAL

12.04 You agree to abide by the above clauses of 1.0 – 12.03 and indemnify Victorious Festivals Ltd and their designated employees against any claim, loss or liability arising from a breach of the above clauses / regulations.

REWIND FESTIVAL

Rewind Festival Rules

These clauses are in addition to those contained above. If there is any conflict between the following clauses and the other elements of this Contractor Pack, these clauses shall take precedence.

1 General

- 1.1 You and VF shall use reasonable endeavours to assist each other generally and to resolve any problems arising in the performance of the Agreement in a spirit of mutual collaboration and co-operation.
- 1.2 You will at all times act in an open manner and in the utmost good faith and shall provide VF with any information reasonably requested by VF in connection with your activities hereunder.
- 1.3 You acknowledge that VF shall retain complete control over what goods You sell at the Event. By way of example, (i) VF may permit You to sell coffee, but such sale must be with other products and You may not operate a coffee only concession; (ii) no ice cream shall be sold at the Event.
- 1.4 If You cause any damage to the Site and/or any materials, equipment or structure at the Site and/or leave any litter on the Site, You shall as soon as practicable pay to VF all costs (without any deduction or set off, whether legal or equitable) incurred by VF in relation to the rectification thereof in excess of your Green Deposit. Without limitation to this, You shall use all reasonable endeavours to minimise damage to the Site and any materials, equipment or structures thereat in the event of wet weather. This shall include following, at your sole cost, VF's reasonable instructions.
- 1.5 You shall perform your obligations under this Agreement with all due skill and care including, complying with best industry standards and, without limiting the generality of the foregoing, in accordance with your own established internal procedures.
- 1.6 You are solely responsible for all your acts and omissions and those of your Staff at the Event and for the Space and all activities taking place at the Spaces (apart from VF's acts or omissions at the Space) and VF shall incur no liability in relation thereto.
- 1.7 You are be solely responsible for all actions and omissions, including honesty and conduct, of all your Staff.

2 Your Obligations

- 2.1 You shall, at your own cost and expense:
 - 2.1.1 ensure that the Services meet all standards specified by VF, including that You only sell such goods and provide such services as VF has approved in advance from time to time
 - 2.1.2 provide the Services during the operating hours notified by VF from time to time;

REWIND

FESTIVAL

- 2.1.3 fully comply with all Site access rules, including all stop and search procedures (whether entering or leaving the Site or whilst on the Site). For the avoidance of doubt and without limitation to the generality of any other clauses in this Agreement, if You do not comply with such procedures, VF will not allow You access to the Site;
- 2.1.4 ensure that all Infrastructure, refuse and staff and any other items used by You in the provision of the Services, other than items agreed separately with VF, are removed from the Site by no later than 5 pm on the third day following completion of the Event;
- 2.1.5 not remain on the Site overnight unless authorised to do so by VF and shall leave the Site as soon as is reasonably practical following completion of the Services on the last day of the Event;
- 2.1.6 employ and pay for such personnel as may be necessary for the provision of the Services and shall ensure that all personnel:
 - 2.1.6.1 are adequately trained, qualified and experienced;
 - 2.1.6.2 comply with all legal requirements and good practice guidelines;
 - 2.1.6.3 are neatly attired;
 - 2.1.6.4 arrive at the Site at such time and attend such training, in both cases as VF acting reasonably stipulate from time to time;
 - 2.1.6.5 carry out their obligations in an efficient and professional manner and in accordance with best industry practice; and
 - 2.1.6.6 fully comply in all respects with all Relevant Laws and with all VF's instructions;
- 2.1.7 ensure that no vehicles, except those agreed by VF, are brought onto the Site and that vehicles used in connection with the Services shall be parked in the area provided by VF and that the use of such vehicles shall fully comply with VF's instructions, including instructions in relation to siting and travelling through the Site;
- 2.1.8 maintain the highest standards of safety at the Site and supply any information requested by VF and by the appointed health and safety consultants to the Event;
- 2.1.9 ensure that all persons engaged by You in relation to the Services are and will at all times throughout the Event be entitled to work without restriction in the United Kingdom;
- 2.1.10 ensure that Your Staff comply at all times with such accreditation system (including the rules in relation to passes) as informed to it by VF from time to time;
- 2.1.11 not obtain goods or services from any third party supplier who is a competitor of any sponsor or supplier of the Event or in breach of any conditions of use of the Site laid down by VF and if requested to do so by VF, shall buy all stock You offer for sale at the Event from such third party as nominated by VF;
- 2.1.12 comply in all respects with all Relevant Laws. This shall include ensuring that all your actions undertaken at and in relation to the Event comply with all legislation including EU FIC Food

REWIND

FESTIVAL

Information for Consumers Regulation and codes of good practice, in relation to food allergens;

- 2.1.13 not purposely create any nuisance or annoyance to VF or any person at the Event including any patron, visitor, participant or member of the public at the Event;
- 2.1.14 install, operate and remove the Infrastructure on the Site at such times and on such dates as VF stipulates, in accordance with the Relevant Laws, VF's instructions and those of any competent authority;
- 2.1.15 only provide the Services once the same have been signed off at the Site by VF;
- 2.1.16 not alter, rearrange or re-site the appearance and/or layout of the Infrastructure once it has been installed at the Site and approved by VF;
- 2.1.17 keep and maintain the Infrastructure and the interior, exterior, fittings and equipment installed as part of the Infrastructure in clean, orderly, sanitary and good repair at all times during the Event;
- 2.1.18 ensure that the Space is kept clean;
- 2.1.19 permit VF to enter the Space at all times for all purposes including the proper and effective management of the Site;
- 2.1.20 ensure that you have sufficient equipment, food and/beverages and personnel at the Space in order to provide the Services to the standard reasonably expected of an experienced and first class Trader and in accordance with all Relevant Laws and with the terms of this Agreement;
- 2.1.21 deal promptly and courteously with any complaints from customers and on the basis that if the interests of VF and You should conflict, the interest of VF shall prevail;
- 2.1.22 not use the Space for any purpose other than providing the Services nor undertake any activity in relation thereto unless the same has been approved in advance by VF;
- 2.1.23 be solely responsible at all times for all takings relating to the Service and will provide appropriate security in relation thereto at all times during the Event;
- 2.1.24 where relevant obtain and maintain in force at all times all licences, consents, certificates, registrations, permissions and permits needed to provide the Services;
- 2.1.25 comply with the statement of licensing policy from the relevant local authority and all codes of good practice;
- 2.1.26 ensure that the Infrastructure and goods sold by You are fully compliant and will at all times during the Term remain fully compliant with best industry practice, all Relevant Laws and the terms and conditions of this Agreement. Without limitation to the generality of this Clause, this includes ensuring that there are no counterfeit or out of date goods available for sale at the Space;
- 2.1.27 ensure that all Infrastructure is and will at all times during the Term remain in a good state of repair, good working order, fit for the purpose for which they are intended to be used;

REWIND

FESTIVAL

- 2.1.28 immediately notify VF of any notification from any third party regulatory body relating to compliance with any of the Regulations regarding the provision of the Services;
- 2.1.29 as soon as is reasonably practicable upon becoming aware, keep VF fully informed and updated in relation to the existence of any issues or disputes with any local authority, licensing authority or the police in connection with its obligations hereunder;
- 2.1.30 ensure that neither the execution of this Agreement nor the consummation or performance of any transaction contemplated hereunder violates or will result in a violation of any of the Relevant Laws;
- 2.1.31 ensure that all actions You undertake pursuant to this Agreement fully comply with all Relevant Laws;
- 2.1.32 do not do anything in relation to the Services and/or the Event unless the same has been approved by VF and comply with the VF's reasonable instructions in relation to the Event, the Location and the Services at all times;
- 2.1.33 not at any time perform all or any of its obligations hereunder in any manner, do any act or make any statement, which is prejudicial to VF, RF, any artist appearing at the Event, and/or the Event;
- 2.1.34 ensure that the terms of all applicable licences are fully complied with at the Space;
- 2.1.35 operate cash, card and contactless payment systems and not operate nor authorise the operation of any cash back services at the Event;
- 2.1.36 ensure that the Infrastructure does not contain any advertising or branding of any nature without VF's prior written approval;
- 2.1.37 not use any branding, advertising or marketing materials at or in relation to the Event without the prior written approval of VF;
- 2.1.38 ensure that no activities take place at the Space, that are unlawful, immoral or which could bring VF, RF, the Event; and/or any artist appearing at the Event into disrepute;
- 2.1.39 ensure that all Infrastructure and goods sold and services provided fully comply at all times, the terms and conditions of this Agreement, all of the Relevant Laws and VF's reasonable instructions;
- 2.1.40 comply with the regulations and with all environmental policies of RF which We have notified You of in good time before the Event. This shall include (i) ensuring that no plastic straws and no single sauce servings are used; and (ii) working in good faith on agreed initiatives with local food banks.
- 2.1.41
- 2.2 In relation to individuals engaged You, You shall comply with all Relevant Laws and codes of good practice, this includes Relevant Laws in relation to minimum wage and accountancy practices in relation to benefits in kind.

REWIND

FESTIVAL

- 2.3 VF reserves the right to refuse to admit to, or remove from, the Site (i) any personnel whose admission or presence would, in VF's reasonable opinion, be undesirable or would represent a threat to confidentiality or security (ii) any Trader who does not fully comply with VF's stop and search procedures. VF shall notify You of any such refusal and the exclusion of any such individual from the Site shall not relieve Supplier and/or the Trader from the performance of its obligations under this Agreement. You shall follow VF's instructions in relation to such refusal and/or exclusion.
- 2.4 Save for communications confirming Your involvement in the Event or to hire staff via internet and social media, no external marketing rights are granted You hereunder and accordingly You shall not be entitled to communicate or promote your association with the Event or the fact that You are providing the Services at the Event without the prior written consent of VF.
- 2.5 VF shall not be liable for any loss or damage to any equipment, Infrastructure, vehicle, property of any kind of Yours brought on to or left at the Site including the takings from the tills at any of the Spaces, unless such loss or damage is caused by any act of the Organiser. All such equipment, Infrastructure, vehicle, property including the takings from the tills at any of the Spaces, shall at all times be Your sole responsibility.
- 2.6 As soon as it is reasonably practicable upon becoming aware, You shall keep VF fully informed and updated in relation to the existence of any issue that may affect Your ability to comply you're your contractual obligations in relation to the Event, including any financial or resourcing issues, and/or any issues or disputes with any local authority, licensing authority or the police.

3 Warranties, Representations and Undertakings

- 3.1 Each of You and VF hereby represents and warrants to the other party that:
- 3.1.1 it has all requisite power and authority to enter into and fully perform this Agreement in accordance with its terms;
- 3.1.2 the individual executing this Agreement on its behalf has all requisite corporate authority to do so and to make this Agreement valid and binding; and
- 3.1.3 it is validly existing under the laws of its place of incorporation and free to enter into this Agreement.
- 3.2 You warrant, represent and undertake to VF that:
- 3.2.1 You shall at all times between the date of this Agreement and the completion of your obligations hereunder have the necessary skill and expertise to provide the Services on the terms set out in this Agreement;
- 3.2.2 You shall not do anything which might reasonably be foreseen to damage the name, goodwill, reputation or image of RF, VF or the Event;
- 3.2.3 You shall comply with all applicable laws, statutes, rules, Relevant Laws and requirements of all governmental agencies and regulatory bodies and all relevant unions in connection with this Agreement; and

REWIND

FESTIVAL

3.2.4 the performance by You of its obligations under this Agreement, do not breach, and shall not result in a breach or violation of, any other agreement or arrangement to which You are a party or by which it is bound.

3.3 You shall comply with your obligations under all applicable legislation relating to data protection, including under Regulation (EU) 2016/679, known as General Data Protection Regulation.

4 Liability

4.1 You shall be liable for damage to property or personal injury arising from or in connection with Your acts or omissions in connection with this Agreement.

4.2 VF shall not be responsible for the loss or damage to any Infrastructure of You or takings from the Spaces unless such loss or damage is caused by any act of us. All such Infrastructure, and takings shall be at Your sole risk and responsibility.

5 Meal Vouchers

5.1 You shall comply with our working personnel meal voucher system (e.g. offering a "meal" in exchange for a voucher at all times during the Event's operational hours, the details of which we will notify you of in advance of the Event).

5.2 You will accept one meal voucher for one meal during the Event. There is to be no limit on the number of meal vouchers that You accept.

5.3 You will provide us with all original vouchers within three days from the last day of the Event together with a valid VAT invoice for a sum equal to the number of meal vouchers submitted multiplied by the value of the meal voucher.

5.4 Providing that we approve such invoice (such approval not to be unreasonably withheld or delayed), we shall pay such invoice plus VAT within 30 days of receipt.

REWIND

FESTIVAL

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 30 Leicester Square, London, WC2H 7LA.

Agreement: the Contractor Pack

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

or any third party 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 RF which the Stallholder wishes to provide the Services as detailed in the Contractor Pack;

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 and/or RF that are to be used in

connection with the Event;

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,



REWIND

FESTIVAL

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;

Location means an area at the Site where a Trader will be able to provide the Services as notified by VF to Trader;

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, polices, guidelines and standards together with all licences (including any premises licence or equivalent), Site Rules, 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; together with all rules, regulations, instructions or order communicated by VF, the VF Pack, the Site Rules, the applicable licences and other applicable guidelines from time to time;

Services: means the provision of food and/or non-alcoholic drinks and the provision of certain market stalls by

Traders for the Event at the Site as set out XXXXX;

Site Rules means any and all rules relating to the Site made known to the Trader by or on behalf of VF whether in writing, online or otherwise

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

Staff: all third parties engaged by you in relation to the Services;

Stallholder: the person named on the Application Form;

Stallholder Rules: the rules, regulations and requirements laid down by VF and/or RF 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);

Trade Name: the name to be used for the Stallholder set out in the Application Form;



REWIND

FESTIVAL

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

VF Pack means any and all information provided to Trader by or on behalf of VF in relation to the Event, to include by way of example, health and safety policies, environmental policies and recycling policies.

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 a space at the Event is accepted, VF will notify the Stallholder and will, if the Stallholder accepts the price and complies with its obligations in relation to The provision of documents, grant and the Stallholder will accept the right to take part in the Event and provide the Services, 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 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

REWIND

FESTIVAL

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

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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 the United Kingdom 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 and all Relevant Laws;

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 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 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 Site.

4.3.5 To use the Event Marks and other branding materials provided by VF in

REWIND

FESTIVAL

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 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 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

REWIND

FESTIVAL

acknowledges that RF has the rights to the Event and the Event Marks 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
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adequate procedures under the Bribery Act 2010, to ensure compliance.

6 LIMITATION OF LIABILITY AND INDEMNITIES

6.1 The Stallholder shall 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 (i) the products sold or supplied by the Stallholder; (ii) any act or omission of 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

REWIND

FESTIVAL

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 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 provide services at the Event is terminated.

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

REWIND

FESTIVAL

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

8.1.5 If this Agreement is terminated for any reason, you shall agree to novate this Agreement to RF upon our demand.

9 FORCE MAJEURE AND EVENT CANCELLATION

REWIND

FESTIVAL

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
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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



REWIND

FESTIVAL

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
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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 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.



REWIND

FESTIVAL

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.

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).