



## STALLHOLDER GENERAL CONDITIONS

### PREAMBLE

*The European Pipe Band Championship* (the “Event”) is to be held at *Grant Park, Forres, IV36 1DE* (the “Site”) on **30 June 2018**, between the hours of 10.00 and 17.00

Forres Events Limited (“FEL”) is the organiser of the Event.

The Event is an innovative and dynamic venture which was held for the first time in 2013, in a place which directly benefits the economy and lifestyle of the people of Forres, Moray, and the surrounding area, and is designed to showcase the area to a wide and diverse public throughout the UK, Europe, and further afield.

In keeping with the ethos of the Event, FEL will seek to apply the highest standards of quality and professionalism in relation to the goods, services, exhibits and attractions that will be present at the Event.

The dynamic and complex nature of the Event renders it necessary that FEL be accorded wide and effective rights to control and manage the many entities that will be invited to participate at the Event, and, so, in applying to participate, each Stallholder shall be taken to have agreed to the granting by them to FEL of the powers set forth in the General Conditions and any Special Conditions applicable to them.

The contract which will be formed upon the agreement of the appropriate Conditions (the “Contract”) shall be interpreted in such a way as to further the general purposes of FEL in its role as organiser, and to facilitate the flexible and smooth management of the Event which FEL shall exercise.

As such, in the event of any dispute over the interpretation of any term of the Contract or any of its constituent parts, the decision of the Directors of FEL, acting reasonably, shall be binding.

## STALLHOLDER PACK

This downloadable set of files contains the core documents that, together with the data supplied by the Stallholder in the Online Application will regulate the relationship between Forres Events Limited and any stallholder/exhibitor/caterer/supplier of food and drink/trader and those Sponsors who exercise their right under their Sponsorship Agreement to have a Stand at the Event.

In these documents, any such person is referred to as the “**Stallholder**”.

The Stallholder Pack consists of:

- **General Conditions** (which apply to all Stallholders)
- **Online Application** (the data from which will, once accepted and agreed between FEL and the Stallholder, form the basis of the **Special Conditions** applicable to an individual Stallholder or combination of Stallholders)
- **Risk Assessment Form (this is a requirement of FEL’s operating licence)**. *NB: the forms on the Website are FEL’s recommended forms, based on HSE standards; a suitable Risk Assessment Form produced by the Stallholder itself will be acceptable, but whichever format is used, a Risk Assessment Form **must be completed by all Stallholders and returned to FEL***
- **Addenda**: various forms relating to regulatory or statutory requirements applicable to Stallholders carrying on activities or operating equipment or machinery of particular kinds, or subject to specific regulation.

The **Online Application** is accessible via the website [www.pipingatforres.com](http://www.pipingatforres.com) (the “Website”), and should be completed, together with a **Risk Assessment Form**, by the proposing Stallholder for consideration, discussion and finalisation with FEL, with a view to it forming the basis of the specifically agreed **Special Conditions**.

The **General Conditions** and **Addenda** are downloadable from the Website in **pdf**. format. Note that the **Addenda** are subject to updating and change in accordance with regulatory and legislative requirements from time to time.

## GENERAL CONDITIONS

These General Conditions are organised in the following format, to define the respective obligations of the Stallholder and FEL which arise in relation to:

- **“Before” the Event**
- **“During” the Event**
- **“Vehicles, access and set-up”**
- **“After” the Event**
- **“Continuous” obligations and generally applicable provisions**

### **“BEFORE”**

#### **Online Application**

The Stallholder shall complete an Online Application in the format accessible via the Website. This form requires the Stallholder to set out in the greatest detail practicable the characteristics of the Stallholder’s business or activity, product or offering, together with any request for stand space, services, and any special considerations or derogations from the General Conditions.

The Online Application seeks from the Stallholder details and documentation, which the Stallholder must supply in full, before FEL will consider the application. In particular, a **Risk Assessment Form** and **proof of public and product liability insurance** must be provided before any application will be finally accepted.

FEL may either agree to, or propose amendments to, the details and requirements supplied by the Stallholder in the Online Application and/or in correspondence between the Stallholder and FEL, all of which, once agreed between the parties, will become the **Special Conditions**, details of which will be sent to the Stallholder together with an invoice for the relevant Deposit or Fee.

**The Special Conditions will form (together with the General Conditions, the content of the Risk Assessment Form, and any Addenda or laws which are relevant to the Stallholder's activity) a binding Contract between FEL and the Stallholder.**

**The timing of this process is as follows:**

- |  |                                 |
|--|---------------------------------|
| - <b><u>Stallholder Pack accessible on Website</u></b>                             | <b><u>January 2018</u></b>      |
| - <b><u>Online Application</u></b>   | <b><u>by 31 March 2018</u></b>  |
| - <b><u>Supply certification, evidence of insurance</u></b>                        | <b><u>6 April 2018</u></b>      |
| - <b><u>Special Conditions to be agreed and advised to Stallholder</u></b>         | <b><u>during April 2018</u></b> |
| - <b><u>Payment of Fee or Deposit following despatch of Special Conditions</u></b> | <b><u>by 1 May 2018</u></b>     |
| - <b><u>Payment of balance of Fee (if any)</u></b>                                 | <b><u>31 May 2018</u></b>       |

## **Indemnities, liability and insurance**

The **Stallholder agrees to indemnify and keep indemnified FEL**, its servants and agents and each of them **from and against all actions, costs, claims, damages, liabilities, charges and expenses whatsoever which may be brought or made or claimed against them** or any of them **arising out of or in relation to the Stallholder's activity or presence on the Site.**

The Stallholder shall, so far as relevant to its activity or offering at the Event, take out and maintain for the duration of its activities in relation to the Event insurance against

- **Public liability** in a sum of **£ 5 million** or more
- **Products Liability** in a sum of **£ 5 million** or more
- Employers' Liability (where relevant) in a sum of **£ 10 million** or more

The Stallholder shall complete and return to FEL, along with the details in the Online Application, a Risk Assessment Form giving such detail as FEL shall reasonably require having regard to the nature of the Stallholder's proposed activity on Site.

Advice on the content and completion of any Risk Assessment Form may be sought at [admin@pipingatforres.com](mailto:admin@pipingatforres.com) .

Examples of Risk Assessment Forms based on HSE and Local Authority guidelines are downloadable from the Website. However, a suitable Risk Assessment Form of the Stallholder's own devising will be acceptable.

The Stallholder shall produce to FEL, at the latest at the same time as it makes payment of the Fee or Deposit, evidence of its insurance cover, in the form of complete copies of the relevant policy or certificate of insurance, signed by the insurer, or its duly authorised agent, and showing the name of the Stallholder and the terms, limits, period (including the date of the Event) and any restrictions of

coverage. FEL reserves the right to request, and the Stallholder agrees in such event to procure, that the interest of FEL shall be noted on the relevant insurance policy.

## Licences and certificates

FEL has received a Market Operator's Licence from Moray Council. However, it is ultimately the responsibility of the Stallholder to ensure that it is in possession of all licences, registrations, and certificates appropriate to all of its activities relating to the Event, and to produce to FEL, at the same time as it makes payment of the Fee or Deposit, evidence in the form of copies of all such documents. Advice may be sought from Moray Council [licensing@moray.gov.uk](mailto:licensing@moray.gov.uk) in respect of all local requirements. Guidelines and regulations available on the Website give general indications of what is likely to be required of particular trades and activities. Stallholders should enquire, and not simply assume, if they are in any way unsure as to their status or what certification or licensing is required.

## Compliance

The Stallholder shall comply at all times with the requirements of UK laws and will operate in accordance with best practice as recommended by any recognised professional or trading institution or body in respect of their activities, services and goods for sale in relation to the Event.

The Stallholder shall also comply with any formal guidelines, Regulations or Codes of Practice issued by FEL to Stallholders via the Website or individually to the Stallholder in advance of the day for the purpose of managing the Event.

Any material and unremedied failure to comply with the above requirements shall entitle FEL to terminate the Contract and to require the Stallholder to remove itself, its staff and all equipment and materials from the Site, forthwith, and without notice or compensation.

## Payment

Upon agreement of **the Special Conditions**, payment of the appropriate Fee shall become due in accordance with the terms of the Contract.

Payment of any **Deposit** (which shall be treated as a **non-refundable** payment **on account of the Fee**) shall be made in accordance with the Special Conditions.

Payment shall be made by **cheque** made payable to Forres Events Ltd or by suitably referenced **bank transfer** to the account set out in the invoice, or as indicated by the Special Conditions.

Payment of the Fee shall be made in full without any set-off or deduction, even in the event of a claim by the Stallholder against FEL.

If any payment is due and not paid by **14** days before the Event, FEL shall have the right, without prejudice to any other accrued right, to terminate the Stallholder's Contract forthwith, without compensation, and all previous payments shall be forfeit to FEL.

## **“DURING”**

### **The Stallholder's “Stand”**

The Site will open to Stallholders from 07.00 to 08.15 on 30 June 2018, for set-up on the day. See below under “Vehicles” for additional times of (and restrictions on) access in the days before the Event.

The Site will open to competitors and to the general public from 08.30 on the day. It will close to the general public at 19.00 and to competitors at 20.00.

The Stallholder will occupy the Stand which has been allocated to it by FEL **by latest 08.00 on 30 June 2018**, in accordance with the specific instructions that will be supplied to Stallholders by the Event Manager before the Event. Access and exit must be by the nominated vehicle access gates only. Failure to occupy the Stand by 08.00 on 30 June 2018 shall be deemed to be a relinquishment without recourse or recompense by the Stallholder of its right to its allocated (or ANY) pitch, location or access at or to the Event.

The Stallholder shall not sub-let or permit any other business or entity to occupy the Stand allocated to it.

No alteration to the area allocated, or encroachment on passage ways or neighbouring stands shall be made by the Stallholder without express prior permission from the Event Manager. All guy ropes, stand supports and materials must fit **within** the space booked.

### **Activity on the Stand**

The Stallholder shall not exercise any trading or exhibiting activity, or display or distribute any promotional material outwith the confines of the Stand allocated to it. All materials must relate solely to the Stallholder's own products, goods, services or processes regularly sold, rendered, distributed or displayed by it.

The Stand shall be manned continuously on the day of the Event by authorised staff of appropriate competence and products, goods, exhibits or services displayed throughout the hours of 09.30 to 17.30, unless the Event Manager has indicated that an earlier closure is permitted.

The Stand shall be constructed and operated in a safe and professional manner, in accordance with any relevant guidelines issued by the local authority and/or by FEL, and shall be presented to a

standard and quality consistent with the description and/or any images supplied by the Stallholder to FEL.

The use of power by Stallholders shall not exceed the methods, sources and extent that have been agreed and previously approved in writing by FEL.

All generators shall be silent, and confined in a space to which the general public shall have restricted access. Fuel shall be stored safely and in suitable containers.

Electrical equipment shall be PAT-certified and carry up-to-date PAT tags.

No music system or amplified sound shall be used without the written prior permission of FEL.

If the Stallholder has been authorised by FEL to play live or recorded copyright music on its Stand, a licence from the Performing Right Society ("PRS") shall be obtained by the Stallholder to ensure compliance with the Copyright Act 1956. Charges to cover the public performance of copyright music shall be paid in advance by the Stallholder, and evidence of compliance shall be provided to FEL on request.

Requests for a PRS licence should be made to: The Performing Right Society Ltd., 29/33, Berners Street London W1T 3AB. Tel. 0207 580 5544

No distribution of materials, publicity, or leaflets, and no charitable collections or fund-raising activities are permitted on the Site other than *within* the Stand space allocated to the Stallholder.

No smoking is permitted in any substantially enclosed premises, including all marquees, tents, exhibition halls or spaces, portacabins, mobile units and works vehicles.

No offensive, provocative or obscene materials shall be displayed on or sold from the Stand.

## **Alcohol**

Only those Stallholders specifically authorised to sell alcoholic drinks may do so. Stallholders authorised to sell alcoholic drinks at the Event must purchase supplies by arrangement with the appointed drink suppliers (details of whom will be advised by FEL on request).

All arrangements relating to the supply of alcoholic drinks from such suppliers are matters to be arranged directly between the Stallholder and the supplier, and FEL takes no responsibility for the availability, pricing or conditions of such supply.

Stallholders who are permitted to sell alcoholic drinks must comply with the FEL Code of Practice relating to Alcohol, downloadable from the Website, and with any relevant requirements or directions given by the Licensee of the Event.

All Stallholders, regardless of whether they themselves are intending to sell or distribute alcohol in any form will ensure that juveniles and alcohol will be kept rigorously separated, in and around their Stand.

Any misbehaviour or under-age consumption of alcohol shall be reported promptly by Stallholders to the Event Manager or to a badged Steward or Marshal.

FEL requires all Stallholders supplying alcohol to familiarise themselves with the Portman Group's Code of Practice, downloadable from: <http://www.portmangroup.org.uk> and to take all steps available to comply with those guidelines.

In all other respects, alcoholic drink retailers are required to take steps to comply with the Licensing (Scotland) Act 2005, and any regulations or directions made pursuant thereto.

## **Stallholder's Staff**

All staff will display, prominently, on Site, at all times, the Staff Passes or other identifying materials (eg wristbands) with which they have been issued.

The Stallholder is responsible for its staff, who shall be instructed to comply with the instructions of FEL or the Event Manager, the Deputy Event Manager, badged Marshals and Stewards, the Police and Emergency Services.

Stallholders operating equipment or any structure that is subject to fire safety regulation must ensure that their Stand complies with fire-fighting and safety standards and is suitably equipped and manned by trained persons.

The Stallholder will arrange for someone familiar with the fire and safety precautions and procedures at the Event which will be advised to the Stallholder by the Event Manager in the course of the arrival briefing to be on their Stand at all times during operating hours. The Stand and its contents must be of flame- and fire-proof materials and no inflammable or dangerous materials may be brought on to the Site without the prior written consent of FEL.

The Stallholder will uphold and cause its staff to uphold and display appropriate standards of conduct and morality for public events of this nature and will not to do or allow anything to be done by it or by those for whom it is responsible which might reduce the commercial success of the Event for FEL or for other Stallholders and Sponsors.

## **Security**

FEL may provide general security on Site in the form of static or roving patrols to ensure the security of materials for which FEL has responsibility.



FEL accepts no responsibility towards Stallholders in respect of Stallholders' property, and Stallholders must insure their own property.

FEL's security staff shall be entitled to carry out random security searches within the Site, including of any vehicle or mobile unit under the control of a Stallholder.

Stallholders shall comply with any safety instructions issued by FEL's security staff.

Accidents noted by Stallholders shall be reported promptly to the Event Manager in the Event Control Office, and an Incident Report Form completed under the Event Manager's direction.

## **Waste**

FEL will provide refuse and recycling bins before and during the Event, and a collection of refuse will be made after the Event. Stallholders MUST separate waste into the correct bins.

Stallholders shall ensure that all waste is kept out of sight and away from areas that enjoy visitor access, and that all waste is properly bagged or contained to allow for its safe storage within the Stand area allocated prior to disposal by the Stallholder in the appropriate bins as provided.

Stallholders shall keep nothing of a toxic, foul or noxious nature on their Stand.

No dumping of wet waste on the Site is permitted.

All methods of disposal of waste shall be in accordance with Environmental Health guidelines and regulations.

Drinks receptacles shall be of plastic only. No glass receptacles are to be made available to members of the public.

## **Exclusivity and Pricing**

FEL has entered into contracts with certain Sponsors and Stallholders that allow for exclusive rights for those persons to offer, sell, display, or distribute goods or services of a specific nature, (or within specified areas) including but not limited to: whisky, beer, shortbread and other food items. FEL also reserves the right to require Stallholders to operate pricing which is fair, and in any event not out of line with high-street prices, in the interests of visitors and competitors at the Event. To enable FEL to comply with its obligations to third parties, no Stallholder may offer, sell, display or distribute goods or services unless they have been disclosed to and specifically agreed by FEL in the Special Conditions and via the Online Application.

Stallholders are therefore required to identify their intended sales, goods and services clearly via the Online Application. FEL reserves the right to require Stallholders to comply with any pricing indications given.

Drinks and foodstuffs which are the subject of exclusivity agreements may be purchased from the exclusive supplier, by private arrangement to be made between the Stallholder and the relevant supplier. Details of the exclusive suppliers may be obtained from FEL at [admin@pipingatforres.com](mailto:admin@pipingatforres.com).

Any Stallholder acting in breach of these restrictions may be required to hand over to FEL any goods which transgress these restrictions, and in the case of a continuing breach or threatened breach, may be asked to close their Stand without further notice and leave the Site without compensation.

Stallholders are therefore encouraged to give as full a description as possible of their intended offering in the Online Application process to avoid disappointment and confusion.

Further exclusive arrangements may be notified to Stallholders via the Website.

## **VEHICLES, DELIVERIES AND SET-UP**

### **Access**

Access to the Site for vehicles will be limited both in time and in routing.

Stallholders shall not enter the Site without the authorisation of a FEL Marshal.

Access to and from the Site shall be through the gates marked on the Site Plan which will be published on the website [www.pipingatforres.com](http://www.pipingatforres.com) under Stallholders – Site Plan.

The Stallholder will use only the gates, routes to the allocated stand, and points of entry and exit that have been notified to it by the Event Manager or in the Special Conditions.

Notification of any details or change of details may take place via the Website, and Stallholders are encouraged to consult the Stallholder Section of the Website periodically for any updates or planned changes to arrangements.

### **Timing of access for set-up**

All Stallholders must ensure that they arrive at the requisite point of entry to the Site at the appointed time to meet the requirements set out by the Event Manager, and they and their stands must be fully operational by the times set out above (see section: “**During**”).

Stallholders may access the Site to set up on **Friday 29 June between 08.00 and 19.00 and from 07.00 to 08.15 on Saturday 30 June 2018.**

Stallholders will not be allowed any vehicular access to the Site or their Stand outside of these times.

### **Vehicles on Site**

All vehicular movement within the Site shall be limited to 5 mph; vehicles shall operate hazard warning lights when moving around the Site.

Pedestrians have priority at all times.

Any requirements for disabled vehicle access shall be indicated via the Online Application.

Stallholders' vehicles displaying a valid Blue Badge may park in the designated parking area.

All vehicles delivering to the Site must be suitable for the purpose, and properly loaded so that the weight is spread and the vehicle is capable of delivering loads without risk of overturning or bogging down on grass and uneven surfaces. Any vehicle whose characteristics or condition (length, width, height, weight, manoeuvrability, etc.) make it more than usually prone to causing damage to any part of the Site, grounds, roadways, gateways, entrances, tracks or any underground facilities such as drains, pipes, cable runs or the like, shall be identified as such, fully described in the Online Application data, and specific instructions shall be sought from the Event Manager.

All loading and unloading operations shall be carried out in an area away from passing traffic, pedestrians and other persons not involved in the operation. The Stallholder must provide suitably trained and competent staff and other reasonable precautions to ensure the safety of other users of the Site.

Vehicle Passes shall be prominently displayed on the vehicle to which they relate.

Vehicles must depart the Site through an authorised gate following stand set-up **by 08.15 on Saturday 30 June 2018**. No vehicle movements are permitted after 08.15 on the day until further notice.

Parcels or other deliveries may be made to the Event Control Office for on-carriage to the stand by, or to be accompanied by, FEL staff, by prior arrangement.

## Permit to work

If a Stallholder intends to break any ground to a depth of more than 250mm, or to construct any marquee or temporary structure which is subject to specific legislation or statutory controls, this intention shall be disclosed in the Online Application, and a Permit to Work application (obtainable from the Infrastructure Manager at [eddiet@pipingatforres.com](mailto:eddiet@pipingatforres.com)) must be completed.

No work which requires a Permit to Work may commence on Site without the person contracted to do the underground work possessing a signed Permit to Work.

The Stallholder shall complete the blank Permit to Work application and return it to FEL prior to arrival on Site and at the latest 36 days before the Event.

Signed Permits will be returned directly to the Stallholder (unless otherwise specified) by 20th June 2018 and must be brought on Site and presented to the Event Manager before work commences.

Stallholders whose Stand or unit includes a marquee or temporary structure to be constructed by the Stallholder must comply with instructions and requirements notified to it by the Event Manager or Infrastructure Manager.

## “AFTER”

### Stands

Stallholders shall maintain their Stand in full operating condition until 17.30 on 30 June 2018.

Stallholders may begin to deconstruct their stand only after receiving permission from the Event Manager. Unless permitted to leave earlier, Stallholders shall remain until after the conclusion of the prize-giving ceremony. The timing of the prize-giving ceremony is within the control of the RSPBA, and not FEL. FEL will make every effort to ensure that Vehicles will be permitted back on to the Site from at latest 18.45, but access shall be only upon the authorisation of the Event Manager as communicated by the Event Marshals.

Restrictions on vehicle movement, speed, safety which are applicable **During** the Event and during the set-up phase shall apply equally **After**.

Stallholders may not leave the Site until after 19.00, once the general public have left the Site, **unless specifically permitted to do so by the Event Manager**. All Stands must be clear of equipment, material, structures and waste no later than mid-day on 1 July 2018 unless prior arrangements with the Event Manager have been made for an extended deadline.

### Waste

All waste shall be removed to the appropriate bin or skip, appropriately bagged or contained, before the Stallholder leaves the Site, and the Stand and immediately surrounding area shall be left clean, tidy, and in the same condition, fair wear and tear excepted, as it was in when the Stallholder arrived.

Any damage to the Site or the property of others caused by the Stallholder, and any repair or waste disposal necessary to restore the site to the condition required shall be chargeable (at cost + 10%) to the Stallholder by FEL.

### Feedback and the Future

Stallholders are invited and encouraged to complete a feedback form which will be available via the Website for a period of 28 days after the Event.

# “CONTINUOUS”

## Personal nature of Contract

The Stallholder’s rights are not transferable.

No sub-letting or sub-contracting to others is permitted without express agreement in writing from FEL, and in such event, the Stallholder shall remain personally responsible for all its obligations under the Contract.

## Food Charter

FEL supports the objectives of Scotland’s Food Charter for Events, namely to derive social, economic, health and environmental benefits through the food supplied by contractors and suppliers.

Stallholders supplying food are encouraged to comply with the standards contained within the Food Charter as posted on the Website.

## Disclaimers

FEL does not make any warranty as to the Event in general.

In particular, FEL makes no representation as to the presence or absence or location of any competitors, entertainment, food, services or other Stallholder or Sponsor.

No warranties are made by FEL as to the number or characteristics of visitors who may attend the Event, whether as competitors in the Pipe Band Championships or as casual visitors to the Event.

## Cancellation of Event

If for whatever reason the Event is cancelled, the Contract of which these General Conditions form part may be cancelled in accordance with the following provisions:

Any Deposit is **not refundable**.

The balance of any **Fee in excess** of the Deposit will be repayable in the following circumstances:

- Cancellation before 20 May 2018 - 100 pct
- Cancellation between 21 May and 15 June - 50 pct
- Cancellation between 16 and 28 June - 10 pct
- Cancellation on the eve or the day of the Event - 0 pct
- Pursuant to any Special Conditions agreed by the Stallholder with FEL, whereby FEL has accepted the Stallholder’s request for special treatment by virtue of relative incurring of irrecoverable costs.

## Termination of Contract

The Contract may be terminated by **either party** without prejudice to any rights that have accrued prior to the date of termination upon written notice to the other party if:

- the other party commits a breach of the Contract and then cannot remedy that breach or (if capable of being remedied) does not remedy that breach within a reasonable period of time after having received written notice to do so;
- the other party persistently breaches the Contract; or
- the other party is unable to pay its debts (for the purposes of the Insolvency Act 1986) or enters into compulsory or voluntary liquidation (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 the other party) or has a receiver or manager or administrator appointed over its assets or ceases or threatens to cease for any reason to carry on business.

FEL shall have the right to terminate the Contract if, in the reasonable determination of its Directors, the Stallholder's conduct at any time is likely to cause FEL to breach its obligations or commitments to other parties; or if the Stallholder's conduct, pricing, or quality of Stand, staff, goods or services fall below the standard which was reasonably to be expected by a fair reading of the Stallholder's Online Application as agreed by FEL and as accepted by the Stallholder as the Special Conditions.

## Limitation of liability

FEL is acting as a not-for-profit operation in relation to the Event.

The Stallholder agrees that it is fair and reasonable for the **liability of FEL towards the Stallholder for any claim whatsoever to be limited** to a maximum of the amount of the Fee and any further charges paid in full by the Stallholder to FEL.

Under no circumstances shall FEL be liable for consequential or financial losses, nor for any claims for loss of opportunity or profit, disappointment or expectation.

FEL shall have no responsibility towards the safety and security of the Stallholder's property, staff, or volunteers engaged at or about the Stallholder's on-Site activity.

## Changes

The Event being an innovative and dynamic operation, FEL shall have the right to alter, amend, curtail, or confine the Conditions, guidelines and regulations under which the Stallholder shall have access to the Site, and/or deliver or present its goods, offering or services, provided always that such discretion is to be exercised reasonably, fairly, and with a view to the successful promotion of the Event as a whole, having considered any alternative arrangements that may be made with the Stallholder affected.

The Stallholder accepts that the exercise of such discretion may lead to its own opportunities being reduced or curtailed, and agrees that it will not make any claim against FEL where there has been a reasonable exercise of such discretion. It shall be for the claimant in such event to demonstrate that there has been a lack of reasonableness.

## Cancellation of Contract

The **Stallholder** may cancel the contract by Notice up to 4 weeks before the Event is due to take place, under the following conditions:

- FEL will endeavour to re-let the space and re-charge the expenses that would have been occupied by or charged to the cancelling Stallholder
- If FEL does so successfully, it will return to the Stallholder 75 per cent of the net amount remaining of any Fee in excess of any Deposit that has been paid, after set-off of the net revenue **received** from the replacement stallholder, and after deduction of any costs reasonably incurred by FEL in re-marketing the opportunity
- Any Deposit will not be repayable.

## Force majeure

Any party that is subject to a **Force Majeure Event** (namely, an Act of God, fire, act of government, local authority, emergency services or state, act of third party, war, riot, civil commotion, insurrection, labour dispute, embargo, act or threat of terrorism, adverse weather conditions, transportation and access restrictions materially affecting the presence of visitors to the Event, or any other reason beyond the reasonable control of either party) shall not be in breach of the Contract and shall be excused from performance under the Contract while and to the extent they are unable to perform due to any Force Majeure Event, provided that:

- it notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- 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
- it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

If a Force Majeure Event continues for a period of a week or longer, the party not affected by the Force Majeure Event shall have the right to terminate the Contract upon written notice to the other. Excuse from performance does not extend the period of this Contract.

Termination in the event of a Force Majeure Event shall be without prejudice to the rights of the  
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parties in respect of any breach of the Contract before termination.

If the Event is cancelled for any reason (including, without limitation, by reason of a Force Majeure Event) FEL shall notify the Stallholder of the cancellation as soon as possible, and the provisions in respect of Cancellation of the Event as set out in the earlier part of these General Conditions shall apply.

The parties agree that: without prejudice to any rights and liabilities which have arisen before a cancellation by reason of a Force Majeure Event, the parties shall in respect of the period following any such cancellation thereafter be relieved of any rights and obligations under the Contract in respect of the Event.

## **Severability**

If any court or competent authority finds that any provision of the Contract (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 the Contract shall not be affected.

If any invalid, unenforceable or illegal provision of the Contract 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.

## **Disputes**

The Contract is subject to Scots law and jurisdiction.

The parties agree to make all reasonable efforts to submit any disputes or differences between them to mediation, in a manner to be determined by the parties as appropriate to the relevant dispute or difference, subject always to the over-riding jurisdiction of the courts.

**THESE GENERAL CONDITIONS FORM PART OF A CONTRACT BETWEEN FEL AND THE STALLHOLDER, THE OTHER PART OF WHICH IS CONTAINED IN THE SPECIAL CONDITIONS SIGNED BY THE STALLHOLDER, AND ANY APPLICABLE ADDENDA, REGULATIONS OR GUIDELINES ISSUED AS REFERRED TO THEREIN.**