



TERMS AND CONDITIONS

1) DEFINITIONS

- a) 'WE' (Durham Cricket Events LTD) means the property for which a contract is agreed.
- b) 'The Client' and 'You' (The booker) mean the organising body/company and organiser responsible for commissioning and payment of the event.
- c) The 'Event Agreement' means the agreement between Durham Cricket Events LTD ("Durham Cricket Events LTD") and The Client for a specific booking or series of bookings. These Terms and Conditions will form part of the 'Event Agreement', together with any other terms stated in the 'Event Agreement'.

2) BOOKING PROCESS

- a) When a booking is confirmed by email, full payment of the appropriate deposit must be made by the high quoted on the application form. Failure to do so will result in the automatic withdrawal of our offer and cancelling of the pitch.
- b) The application asks for a list of your products you wish to sell. Only the products agreed with the organisers will be allowed on sale. **Chester-le-EATS is prohibiting stall holders to sell alcohol that is to be consumed onsite.**
- c) We will decide on pitch allocation. Requests for stall orientation due to nature of your products will be considered by the Durham Cricket Events LTD. As organisers, we reserve the right to change the site plans and layout at our discretion, at any time.

3) HEALTH AND SAFETY

- a) It is the responsibility of you to ensure that the area immediately to the front, sides and rear of the pitch is managed in a safe and tidy manner. Additional tables, display stands, or boards are not permitted - all stock, advertising boards, flags and equipment must fit within your allocated space. Packing material and stock must be stored neatly within the footprint of your pitch and any spillages must be cleaned up immediately. We reserve the right to inspect your pitch and require you to comply with any requests for changes as deemed necessary by Environmental Health officers or the event organisers. Failure to comply may result in your pitch being closed. No refunds will be payable under these circumstances.
- b) All traders are responsible for the provision of suitable and appropriate fire safety equipment on their pitch. Catering units are expected to have a minimum of a 9 litre CO2 fire extinguisher and a fire blanket for electrical appliances and/or gas appliances. This may be subject to an inspection by the Event Manager or Head of facilities.
- c) Traders may not sub-let their pitch or complete an application for other traders under any circumstances.
- d) Own gazebos, units or trailers must be fit for commercial use (no domestic gazebos) and appropriate ballast/weight used. Traders must provide organisers with an image of their gazebo/unit/trailer with their application.
- e) We cannot guarantee hot water hand washing facilities for all however, in the public lavatories there are hot water sinks. Traders are expected to provide hot water for hand washing purposes, where necessary. Please note that hand sanitiser alone is not adequate. For indoor traders there are kitchen facilities for washing up.
- f) Traders needing power must provide it themselves. Provisions for electricity must be agreed prior at the point of booking.
- g) Traders are responsible for displaying allergen information for their products. As part of the application process a copy of allergen information is required.

4) PRODUCTS AND SERVICES

- a) Traders selling alcohol must adopt a Challenge 25 policy.

5) THIRD PARTY RESPONSIBILITIES

- a) All vehicles delivering self-build units and/or products for sale must be removed from the site immediately after unloading. There will be overflow parking made available for free parking away from the main event site. Vehicles may only re-enter the site at the end of the day once organisers give permission to do so and all guests have retreated from the site. Traders are requested to use appropriate caution when driving on site and ensure pedestrian safety – this includes driving with hazards on. We will not permit traders to sleep overnight on site in vehicles, trailers, gazebo or other.

- b) The Organiser will not be responsible in any way for the loss and/or damage to any trader's property whilst it is either on site or stored in their vehicles. Overnight security is provided in the form of the venue being secured behind locked gates. All indoor exhibitor's goods will be locked within the venue overnight.

6) CANCELLATION BY THE CLIENT

- a) In the unfortunate circumstances that, the Client must cancel, deposits will not be returned.
- b) **Durham Cricket Events LTD Cancellation Policy is:** The Exhibitor shall have no right to cancel its booking at the Event and no refund shall be given in the event of non or partial attendance.
- c) Durham Cricket Events LTD can only confirm definitive cancellation charges after the intended date of the event, at which time Durham Cricket Events shall reduce the charge by the profit on any alternative business Durham Cricket Events has been able to secure.
- d) **All cancellations must be received in writing and sent directly to Durham Cricket Events LTD or media partner Savour Magazine.**

7) CANCELLATION BY DURHAM CRICKET (CLUB & EVENTS)

- a) Once the pitch fee has been received, if it is not possible for the event to take place or in the unlikely event that the event is cancelled due to any public disaster, riot, civil disorder, Royal demise, fire, Act of God or any other accident or incident outside the control of the client, a refund will not be provided. We would advise your business insurance covers these circumstances where possible.

Durham Cricket Events reserves the right to cancel the booking if:

- a) Any part of the stadium is closed or otherwise unavailable because of events outside of its control.
- b) The client or Durham Cricket Events LTD become insolvent or in the case of an individual, become subject to a bankruptcy petition.
- c) The booking might damage the reputation of the Club or Stadium or result in possible claim being brought against the club or:
- d) If the English Cricket Board (ECB) and/or Durham Cricket dictate that a cricket match will be played, or other function to be held in the stadium on the date to which the booking relates, this will render the facilities and/or the stadium unavailable for the use by the client for the purpose of the booking.
- e) Should any of the above occur, bookers will be contacted on an individual basis if any refunds are due.

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