



TERMS AND CONDITIONS 2026

1. Definitions

“Event”: the event specified in the registration form that is subject to these Terms and Conditions.

“Organiser”: The Parish of Witney Parochial Church Council.

“Stallholder”: any company, partnership, firm, individual, and their staff or agents, allocated stall space for exhibiting.

“Venue”: St Mary the Virgin Church, the surrounding churchyard, and Church Green, Witney, Oxfordshire, OX28 4AW. Use of Church Green is subject to Witney Town Council byelaws under the Commons Act 1899.

2. Effective contracts and admission

2.1 The legal relationship between Organiser and Stallholder is governed by these Terms and Conditions and the registration form. Any other agreement or special term requires written confirmation by the Organiser. Confirmation by email counts as written confirmation.

2.2 Registration must be made in writing on the official form. It is a binding offer until accepted or refused by the Organiser. The contract begins when the Organiser issues an admission notice.

2.3 The Stallholder consents to the Organiser storing data electronically for contract fulfilment. Admission is limited to the registered Stallholder and the confirmed exhibits and services.

2.4 Admission may be revoked if granted on false or incomplete information, or if conditions for admission cease to apply.

3. Promotion and marketing

The Organiser may use the Stallholder’s name, trademark, logo, and social media addresses to promote the Event.

4. Cost of event

4.1 Produce and information stalls are charged at £25 per metre, with a minimum size of 2 metres.

4.2 Hot or frozen food stalls are charged at £30 per metre, with a minimum size of 2 metres.

4.3 Power: Standard domestic sockets inside St Mary’s are £25 for a single socket and £50 for a double socket, limited to 5 amps per socket. For hot, chilled, or frozen food stalls requiring greater capacity, 16 amp and 32 amp commando sockets charges are based on estimated usage and confirmed individually.

5. Application for stall space

5.1 The Organiser provides stall space for the Stallholder's business area. Preferences for size and location will be accommodated where possible.

5.2 Applications must be made on the official form. Allocation is on a first come, first served basis, subject to suitability.

5.3 Submission of the form, the Organiser's allocation, and the Stallholder's acceptance together create a contract under these Terms and Conditions.

5.4 The registration must list all businesses represented.

5.5 The Organiser may refuse any application or prohibit any exhibit without giving a reason.

5.6 The Organiser may change stall positions where necessary.

6. Technical facilities and services

6.1 The Organiser is responsible for general heating, cleaning, and lighting of the Venue.

6.2 The Stallholder must keep the stall space clean and remove waste. Cleaning must be completed at the end of the Event. Costs arising from failure to clean may be charged to the Stallholder.

7. Payment and cancellation

7.1 Invoices will be issued in January 2026, with payment due by 1 February 2026. For stalls booked after 1 February, payment must be made within 28 days of the invoice date. If payment is not received within the stated timeframe, the Organiser may reassign or cancel the space. All fees and any other sums due must be paid in full before the Stallholder sets up at the Event. Previously agreed fees remain due subject to clause 7.2.

7.2 Cancellations must be made in writing by 18.00 on 18 March 2026. Cancellations received by that deadline will receive a refund equal to 50 percent of total costs. After that deadline no refund is due and the full stall fee remains payable whether or not the Stallholder attends.

7.3 If the Organiser cancels the Event, the stall fee specified on the registration form will be refunded within 90 days.

8. Occupation of stall space

8.1 Access for set up will be as advised by the Organiser. All stalls must be ready to trade by 10.00 on the day of the Event.

8.2 If the Stallholder has not taken possession by 09.00, the Organiser may reallocate the space. The fee remains due.

8.3 The Organiser may deny access to the stall space until all sums are paid and proof of valid product and public liability insurance has been provided prior to the Event. Cover of five million pounds is recommended.

9. Display installation

9.1 No exhibit may obstruct light or impede the view along open spaces or gangways in the opinion of the Organiser.

9.2 Gangways must remain clear at all times.

9.3 The Stallholder agrees to follow the Organiser's directions regarding labour at the Event.

9.4 Electrical installations and connections must be carried out by the Organiser's nominated contractor unless agreed otherwise in writing.

10. Electrical requirements

10.1 Stallholders may use their own electrical fittings provided they are complete, industry approved, suitable for connection, and currently PAT tested and certified. The Organiser accepts no responsibility for the condition or compliance of such equipment and may remove any item deemed unsafe or non compliant. The Stallholder warrants that equipment is of

satisfactory quality and agrees to indemnify the Organiser for losses arising from breach.

10.2 Power inside St Mary's is from the church mains. Each socket can supply up to five amps which is sufficient for lighting or a computer.

10.3 Power for selected outside stalls is supplied by event generators positioned near the church. Stalls located on Church Green must provide their own generator if power is required. The Organiser will confirm detailed requirements in advance.

11. Stallholder conduct

11.1 The Stallholder must keep the stall clean and orderly during opening hours. The Stallholder and its representatives must not:

- a. Promote participation in any other event without the Organiser's prior written consent.
- b. Bring or sell alcoholic drinks unless specifically licensed and agreed in writing by the Organiser. Any alcohol sales must comply with the Licensing Act 2003, be restricted to persons aged 18 or over, and operate under a Challenge 25 age-verification policy. All sales must be conducted by trained staff, with refusals recorded in a refusals log, and a Challenge 25 notice clearly displayed at the stall.
- c. Operate games of chance or lottery devices, or similar activities, without written consent.
- d. Use live microphones or loudspeakers in any space. Laptops and audiovisual displays may be used subject to these rules.
- e. Use paper decorations or branches unless fireproofed.

12. Dangerous materials and exhibits

The Stallholder must comply with all regulations concerning explosives and dangerous materials. Any material not approved by authorities or the Organiser must be removed.

13. Fire precautions

13.1 All flammable materials must be effectively fireproofed in line with statutory or local requirements.

13.2 Electrical cables must be kept clear of floors where possible, or securely taped down with appropriate hazard tape.

13.3 Empty boxes and packaging must not be visible during opening hours. Discreet storage under tables is allowed if it does not obstruct access or create a fire risk.

13.4 Fire points and exits must be kept clear at all times.

13.5 A safety briefing will be held before opening. One representative from each stall must attend.

13.6 Stalls cooking with gas must provide a current gas safety certificate issued within the last 12 months.

13.7 All stalls cooking by any means must provide suitable fire blankets.

13.8 Any electrical cooking or heating equipment must have a current PAT certificate issued within the last 12 months.

14. Damage to the Venue

St Mary's Church is Grade I listed. No nails, screws, adhesives, tape, or other fixings may be attached to any part of the Venue, including walls, pews, or floors. The Stallholder is liable for any damage and for associated repair costs.

15. Photography, video, and recording

Within St Mary's Church and the churchyard, the Stallholder must not make photographs, video, or audio recordings of the Event without prior written consent from the Organiser. The Organiser may photograph, film, or record stalls and stall teams as part of general Event coverage for promotional use. Photography by the public on the open area of Church Green cannot be restricted by the Organiser.

16. Annoyance

The Organiser may regulate any activity that causes annoyance to other Stallholders or to visitors. Business must be conducted from within the Stallholder's own area. Handing out promotional material must be confined to that area.

17. Failure to vacate

If the Stallholder does not remove all property and vacate by 18.30 on the day of the Event, the Stallholder is responsible for any losses and costs incurred by the Organiser. The Organiser may remove property left on site and accepts no liability for any theft, damage, or loss.

18. Security

Security staff will be on duty during the tenancy period. The Stallholder is responsible for safeguarding property. The Organiser accepts no liability for loss or damage except where caused by intent or gross negligence by the Organiser.

19. Health and safety

All personnel must comply with current health and safety legislation. Risk assessments must be provided if requested.

20. Insurance

20.1 The Organiser accepts no responsibility for theft, loss, or damage to property brought to the Venue. The Stallholder releases and indemnifies the Organiser from related liabilities. The Stallholder is recommended to insure on an all risks basis and must provide a copy of product and public liability insurance and proof of current premium payment when registering or before the Event.

21. Force majeure

21.1 The Organiser is not liable for delay or failure caused by events beyond reasonable control including war, terrorism, contamination, severe weather, natural disasters, pandemics, government restrictions, strikes, cyberattacks, or other events outside control.

21.2 The Organiser will notify the Stallholder as soon as reasonably practicable and may suspend, postpone, or cancel the Event.

21.3 If the Event is cancelled due to force majeure, no refund is required except where required by law or where an insurance recovery permits refund. If postponed, participation will be carried over to the new date subject to availability.

21.4 The Organiser is not liable for costs or losses, including consequential losses, arising from a force majeure event.

22. Postponement or abandonment

22.1 The Stallholder has no claim for loss arising from prevention, postponement, or abandonment of the Event, or the Venue becoming unavailable, due to events in clause 21.

22.2 The Organiser may, at its discretion, repay all or part of the stall fee, but has no obligation to do so and no liability for related costs or losses.

22.3 If the Event can be delivered by rearrangement, postponement, or substitution of venue, the contract remains binding. Necessary changes to stall size or position will be determined by the Organiser.

23. Insolvency or liquidation

If the Stallholder becomes insolvent, enters liquidation other than for reconstruction, or has a receiver appointed, the contract terminates immediately, the stall allocation is cancelled, and sums paid are forfeited.

24. Prohibition of transfer

The Stallholder must not assign or sublet any stall space without the Organiser's prior consent and must not display or advertise goods or services other than those of the Stallholder's normal business.

25. Warranty

Claims by the Stallholder arising from the contract become time barred six months after the end of the month in which the Event takes place.

26. Data protection

26.1 The Organiser will protect personal data and take reasonable measures to keep it safe.

26.2 Data will be processed under the legal bases of contract performance and the Organiser's legitimate interests for running the Event. Data will not be transferred to unrelated third parties. Exhibitors, sponsors, and partners engaged for the Event are not deemed third parties for this clause.

26.3 The Stallholder may withdraw consent to receive information by writing to St Mary's Church, Church Green, Witney, OX28 4AW or by email to wfofad@witneyparish.org.uk

27. General conditions

27.1 The Organiser controls the Event area at all times. The Stallholder must supervise its stall.

27.2 Verbal agreements become effective only when confirmed in writing by the Organiser.

27.3 Matters not covered will be decided by the Organiser in the interests of the Event.

Immediate decisions required for correct conduct of the Event are final, subject to either party being able to seek independent arbitration.

27.4 The Stallholder must comply with any regulation imposed on the Organiser by local authorities or other competent bodies.

27.5 If any provision is invalid or missing, the remaining provisions remain valid. Any invalid or missing provision will be replaced by the applicable legal provision.

28. Exemptions

Exemptions from these Terms and Conditions may be granted at the Organiser's discretion and must be in writing.

29. Law and jurisdiction

These Terms and Conditions and any contract under them are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction over any dispute.