

Witney Festival of FOOD & DRINK

Sat 15 May 2027 St Mary's Church OX28 4AW

STALL TERMS AND CONDITIONS 2027

These Terms and Conditions replace all earlier versions.

1. Definitions

"Event": the Witney Festival of Food and Drink (WFOFAD), to be held on 15 May 2027, which is subject to these Terms and Conditions.

"Expression of Interest": the online form on the WFOFAD website by which a prospective Stallholder asks to be considered for a stall. It is not an offer and does not reserve a stall.

"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 applicable local authority byelaws, permissions, and any conditions imposed for use of the site.

2. Effective contracts and admission

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

2.2 A prospective Stallholder first submits an Expression of Interest. An Expression of Interest is not an offer and creates no contract. If the Organiser can offer space, it will say so in writing and issue an invoice. The contract begins when the Stallholder accepts that offer. The booking is confirmed once the Organiser has received payment in full and proof of insurance under clause 21.2; until then the Organiser may reassign the space under clause 7.1.

2.3 The Organiser will hold and use the Stallholder's personal data as set out in clause 26 and the WFOFAD Privacy Notice on the festival website. 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 stalls and information and charity stalls are charged at £25 per metre, with a minimum size of 2 metres.

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

4.3 Power: All power must be booked in advance. The Stallholder must tell the Organiser each electrical appliance they plan to use, how many of each, and the wattage shown on it. The Organiser will estimate the load and confirm the power charge in writing, and the charge will be added to the January invoice.

4.3.1 Inside St Mary's, a domestic socket is available for low power use such as display lighting. Domestic sockets must not be used for heating, cooking, refrigeration or freezing unless agreed in advance. A Stallholder who needs power for those uses must first tell the Organiser their equipment, so that the Organiser can check the church supply can accommodate the load.

4.3.2 Outside St Mary's, the Organiser can provide electricity, from its own mains power or from a generator, through a 16A commando connection or 13A sockets. Each supply is charged separately, and the Organiser may arrange more than one supply where the load requires it. There is no electricity supply on Church Green.

4.3.3 Stallholders may use their own gas or solar power outside at no charge.

4.3.4 Stallholders may not bring petrol or diesel generators. A Stallholder who needs electricity outside must use the Organiser's supply.

4.3.5 Power use is checked on the day. The Organiser may require equipment that exceeds the agreed load, or is not on the agreed list, to be switched off or removed.

4.4 Tables are not supplied. Stallholders must bring their own tables and display equipment.

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 Prospective Stallholders must first submit an Expression of Interest on the WFOFAD website. The Organiser allocates space according to what each stall sells, power requirements, the space available and the overall balance of the Event.

5.3 The Organiser's written offer of space and the Stallholder's acceptance together create a contract under these Terms and Conditions.

5.4 The Expression of Interest must list all businesses represented.

5.5 The Organiser reserves the right to refuse applications or prohibit exhibits where reasonably necessary for the effective operation, safety, reputation, or balance of the Event.

5.6 The Organiser may change stall positions where necessary.

5.7 Stalls are open to small local independent producers of food and drink, and to information stalls promoting a healthy lifestyle, which includes charities. The Organiser decides whether an applicant is eligible.

6. Technical facilities and services

6.1 The Organiser is responsible for general 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 2027, with payment due by 1 February 2027. 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 (an email to wfofad@witneyparish.org.uk is sufficient) by 18:00 on 17 March 2027. Cancellations received by that deadline will receive a refund equal to 50 per cent 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 other than because of force majeure, the stall fee will be refunded within 90 days.

8. Occupation of stall space

8.1 The Venue opens to Stallholders at 06:30 for unloading and setting up. All stalls must be ready by 09:00 and ready to trade by 10:00 on the day of the Event.

8.2 Stallholders should allow plenty of time to unload, move their vehicle off the Venue and prepare their stall. All vehicles must be removed from the Venue by 09:00. A compulsory health and safety briefing takes place at 09:30. If the Stallholder has not taken possession of their space 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 before the Stallholder sets up. Stallholders must hold a minimum of £5,000,000 product and public liability insurance cover.

8.4 Trading runs from 10:00 to 16:30. Stallholders may only begin packing up after the Event closes at 16:30.

8.5 There is no parking on the Venue. Unloading and parking arrangements are set out in the joining instructions sent to confirmed Stallholders shortly before the Event.

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 on the day of 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 mains-powered electrical equipment provided it is currently PAT tested where applicable and safe for its intended use. 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. Domestic sockets are for low power use only.

10.3 No electricity supply is available on Church Green. Outside stalls in other locations may apply for power supply; this is subject to availability and must be agreed with the Organiser in advance. Unagreed power connections are not permitted.

11. Stallholder conduct

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

- 11.1.1 Promote participation in any other event without the Organiser's prior written consent.
- 11.1.2 Bring or sell alcoholic drinks unless specifically licensed and agreed in writing by the Organiser. Alcohol may only be sold where the sale is covered by a valid premises licence, Temporary Event Notice, or other lawful authorisation approved 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.
- 11.1.3 Operate games of chance or lottery devices, or similar activities, without written consent.
- 11.1.4 Use live microphones or loudspeakers in any space. Laptops and audiovisual displays may be used subject to these rules.
- 11.1.5 Use paper decorations or branches unless fireproofed.
- 11.1.6 Supply, sell, or offer any single-use plastic item prohibited under The Environmental Protection (Plastic Plates etc. and Polystyrene Containers etc.) (England) Regulations 2023, including single-use plastic plates, trays, bowls, cutlery, balloon sticks, or food and drink containers made from expanded or extruded polystyrene.

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 compulsory health and safety briefing will be held at 09:30 on the day of the Event. 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. Allergen information

14.1 All food stallholders must comply with the Food Information Regulations 2014 and, where applicable, the UK Food Information (Amendment) (England) Regulations 2019 (Natasha's Law).

14.2 Stallholders selling food that is pre-packed for direct sale (PPDS), meaning food packed before it is offered for sale by the same food business, including food packed before or during the Event, must label each item with the name of the food and a full ingredients list, with all 14 major allergens clearly emphasised.

14.3 Stallholders selling loose or made-to-order food must be able to provide full allergen information for each item, either displayed in writing at the stall or available verbally on request from a member of staff. A written allergen notice must be clearly displayed.

14.4 The Organiser may request evidence of allergen compliance procedures before or at the Event.

15. 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.

16. Photography, video, and recording

16.1 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, except that Stallholders may photograph their own stall and team provided they do not photograph children, members of the public without consent, or areas of private worship.

16.2 The Organiser may photograph, film, or record stalls and stall teams as part of general Event coverage for promotional use.

16.3 Photography by the public on the open area of Church Green cannot be restricted by the Organiser.

17. 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.

18. Failure to vacate

If the Stallholder does not remove all property and vacate by 18:30 on the day of the Event (the Event closing at 16:30), 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.

19. 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.

20. Health and safety

All personnel must comply with current health and safety legislation. Risk assessments must be provided if requested. Food stallholders must be registered as a food business with their local authority and must be able to provide evidence of registration on request. At least one person handling food at the Event must hold a valid Level 2 Food Safety and Hygiene Certificate. Stallholders are responsible for maintaining their own Food Safety Management System.

21. Insurance

21.1 Except where caused by the Organiser's negligence or breach of legal duty, the Organiser accepts no responsibility for theft, loss, or damage to property brought to the Venue.

21.2 The Stallholder must hold product and public liability insurance with a minimum cover of £5,000,000 and must provide a copy of the policy and proof of current premium payment when requested by the Organiser with the invoice. The booking is not confirmed until this proof has been received, and in any event it must be provided before the Stallholder sets up. The Stallholder is also recommended to insure on an all risks basis.

22. Force majeure, postponement, and abandonment

22.1 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.

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

22.3 The Stallholder has no claim for costs or losses, including consequential losses, arising from a force majeure event.

22.4 If the Event is cancelled due to force majeure, no refund is required except where required by law or where an insurance recovery permits a refund. The Organiser may, at its discretion, repay all or part of the stall fee but has no obligation to do so.

22.5 If the Event is postponed or can be delivered by rearrangement or substitution of venue, the contract remains binding and participation will be carried over to the new date subject to availability. 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. Limitation of claims

Claims by the Stallholder arising from the contract must be notified in writing within 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 The Organiser does not share Stallholders' private contact details with third parties. Agreed promotional information, such as business name, logo and social media addresses, may be published under clause 3.

26.3 Data will be processed under the legal bases of contract performance and the Organiser's legitimate interests for running the Event. Full details, including how long data is kept, are in the WFOFAD Privacy Notice.

26.4 The Stallholder may ask the Organiser to stop sending festival news, or exercise any other data protection right, 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. Operational decisions taken by the Organiser during the Event shall apply for the purposes of running the Event. This does not affect either party's legal rights.

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.

Last updated: 21st October 2026