



iZambeziFest 2026

VENDOR TERMS & CONDITIONS (LEGALLY COMPREHENSIVE VERSION)

TERMS AND CONDITIONS

It is understood and agreed that by applying for, accepting, or occupying a trading pitch at iZambeziFest 2026, all Vendors shall comply fully with these Terms and Conditions. These Terms form a legally binding agreement between the Vendor and the Event Organiser.

iZambeziFest is organised and managed by:

Walsona Group Ltd (trading as iZambeziFest)

Solihull Business Centre, 1711 High Street, Knowle, Solihull, West Midlands, B93 0LN, United Kingdom

(Hereafter referred to as “the Organiser”)

The Organiser, including its directors, employees, contractors, agents, and volunteers, shall not be liable for any loss, damage, injury, claim, cost, or expense arising from:

- any act, omission, negligence, or misconduct of any Vendor
- any goods or services supplied by any Vendor
- any interaction between Vendors and members of the public
- any operational failure attributable to the Vendor

The Vendor hereby agrees to indemnify and keep indemnified the Organiser against all claims, liabilities, losses, damages, legal costs, and expenses arising directly or indirectly from the Vendor’s participation in the Event.

The Organiser shall not be liable for:

- loss of profit
- loss of revenue
- loss of business opportunity
- indirect or consequential loss
- reputational damage

- or any incidental or punitive damages

These Terms and Conditions constitute the entire agreement between the Vendor and the Organiser and shall override any prior representations, negotiations, or agreements whether written or verbal.

JURISDICTION AND GOVERNING LAW

This Agreement, including all matters arising from or connected with it, whether contractual or non-contractual in nature, shall be governed by and construed in accordance with the laws of England and Wales.

The Vendor expressly agrees that:

- the courts of England and Wales shall have exclusive jurisdiction to hear and determine any dispute, claim, or proceeding arising out of or in connection with this Agreement
- no proceedings shall be brought in any other jurisdiction without the prior written consent of the Organiser
- any dispute shall first be addressed through good faith discussions; however the Organiser retains full discretion to enforce its rights immediately where necessary

The Vendor acknowledges that participation in the Event constitutes acceptance of this jurisdiction clause and waives any objection to proceedings being brought in England and Wales.

APPLICATIONS AND IMPORTANT INFORMATION

All Vendor applications must be submitted via the official iZambeziFest application process.

The Organiser will assess all applications based on:

- product suitability and quality
- operational capability
- compliance readiness
- diversity and balance of vendor offering
- space availability and event layout

The Organiser reserves absolute discretion in accepting or rejecting applications. The decision of the Organiser is final, and no correspondence will be entered into.

Vendors must ensure that:

- all application fields are fully completed
- all supporting documents are submitted
- all information is accurate and up to date

Failure to comply will result in:

- delays in processing
- or outright rejection

Where documentation is due to expire prior to the Event, Vendors must provide updated copies prior to arrival on site. Failure to do so will result in refusal of entry.

PAYMENT TERMS

A non-refundable payment is required upon acceptance of the Vendor's application.

No pitch will be confirmed without receipt of payment.

Full payment must be made by the deadline specified by the Organiser. Failure to make payment will result in:

- automatic cancellation of the booking
- reallocation of the pitch

No refunds shall be issued in the event of Vendor cancellation.

Where the Event is cancelled due to circumstances beyond the Organiser's control, including but not limited to government restrictions, force majeure, or safety concerns, a refund policy will be determined at the discretion of the Organiser.

EARLY BIRD PRIORITY POLICY

Early Bird applications shall be prioritised in the allocation process.

Priority does not constitute a guarantee of acceptance but provides:

- earlier review
- increased likelihood of selection
- access to discounted pricing

Early Bird status is conditional upon:

- submission of a complete application
- timely payment
- compliance with all requirements

The Organiser reserves the right to withdraw Early Bird pricing or allocation at any time.

DEFINITIONS

FOOD AND CATERING VENDORS

Vendors preparing and selling food or drink for immediate consumption on site.

MARKET / NON-FOOD TRADERS

Vendors selling goods not intended for immediate consumption.

STREET FOOD OPERATORS

Vendors operating from trailers, vans, or bespoke units providing ready-to-eat food.

ALLOCATION OF STALLS

Vendors may express a preference for pitch location; however:

- no specific location is guaranteed
- the Organiser reserves full control over site layout

The Organiser reserves the right to:

- alter site layout
- relocate Vendors
- adjust spacing and positioning

Sub-letting or sharing of pitches is strictly prohibited unless authorised in writing.

DESCRIPTION OF GOODS AND TRADING

The Vendor must provide an accurate and complete description of all goods and services.

Only approved items may be sold.

The Organiser reserves the right to:

- inspect goods
- restrict sales
- remove Vendors selling unauthorised items

All goods must comply with UK legislation, including Trading Standards.

WASTE MANAGEMENT AND ENVIRONMENTAL POLICY

The Event operates a structured waste management system.

Vendors must comply with separation of:

- food waste
- cardboard and paper
- recyclable materials
- general waste

Vendors must not:

- dump waste
- dispose of oils improperly
- use prohibited materials

The following are strictly prohibited:

- polystyrene packaging
- single-use plastics where alternatives exist
- uncontrolled liquid disposal

Failure to comply will result in:

- financial penalties
 - deduction from deposit
 - removal from site
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COMPLIANCE DEPOSIT

A mandatory refundable compliance deposit is required.

This deposit covers:

- waste compliance
- damage to site
- adherence to rules

Deposits will be refunded within 14 days following inspection.

Deductions will apply where:

- waste has not been properly managed
- damage has occurred
- rules have been breached

Where costs exceed the deposit, the Vendor remains liable.

VEHICLE ACCESS AND SITE CONTROL

Vehicle access is strictly controlled.

A timed unloading system will operate.

Vendors must:

- unload within allocated time
- remove vehicles promptly

No vehicles are permitted during trading hours.

Failure to comply may result in:

- loss of access
- removal from site

SETUP, TRADING AND DISMANTLING

Vendors must:

- arrive within allocated setup times
- complete setup before opening

Late arrival may result in loss of pitch.

Vendors must:

- trade for the full duration of the Event
- not dismantle early

Early departure is strictly prohibited.

POWER AND ELECTRICAL SAFETY

All electrical requirements must be declared.

Generators are strictly prohibited.

All equipment must:

- comply with UK safety standards
- be tested and certified

Unsafe equipment will be disconnected.

HEALTH AND SAFETY AND INSURANCE

Vendors must comply with all applicable legislation.

A valid Public Liability Insurance certificate (minimum £2 million) is required.

Risk assessments must be submitted and available on site.

Failure to comply will result in refusal to trade.

FOOD SAFETY AND HYGIENE

All food Vendors must:

- comply with food safety regulations
- maintain hygiene standards
- display allergen information

Non-compliance will result in immediate closure.

CONDUCT AND ENFORCEMENT

Vendors must always act professionally.

The Organiser reserves the right to:

- remove Vendors
- terminate participation
- enforce compliance immediately

No refund shall be issued in such cases.

FINAL AGREEMENT

This Agreement represents the entire understanding between the parties.

No amendment shall be valid unless made in writing and agreed by the Organiser.

SIGNATURE

Vendor Name: _____

Business Name: _____

Signature: _____