



Terms and Conditions applicable to Stallholders

1. DEFINITIONS

“Approval Form”	means the official approval form issued by the Festival Committee;
“Edible Products”	means any food or drink designated for human or animal consumption;
“Exceptional Occurrence”	means an occurrence of war (whether declared or not), revolution, invasion, insurrection, international sanction, trade embargo, riot, strike, lock-out, mob violence, fire, explosion, theft, adverse weather condition, natural catastrophe, epidemic, quarantine, major accident, acts or restraints of government and/or legislative imposition or any other cause or circumstances beyond the reasonable control of a Stallholder or the Festival Organiser;
“Festival”	means the Kirkwood Wildlife Festival for the year 2026
“Festival Committee”	means the committee appointed by the Festival Organiser for the purposes of managing and directing the festival, accepting and approving Stallholder applications, approving site allocations, decision making and the general coordination of the Festival;
“Festival Grounds”	means Humansdorp Landbou Co-Op, including its lands, situated on the corner of Whytes Road and R336, Kirkwood as more fully detailed at www.wildsfees.co.za ;

“Festival Information Office”	means the designated information office situated on the Festival Grounds and more commonly referred to as the “Info Office”;
“Festival Organiser”	means the Kirkwood Wildlife Festival a Non-Profit Organisation with registration number: 2005/040479/08;
“Party” or “Parties”	means either the Festival Organiser or the Stallholder or both the Festival organizer and the Stallholder, as the context may indicate;
“Stallholder”	means the person to whom a stall site or other area of the Festival grounds has been allocated for the purposes of selling or exhibiting non-edible or Edible Products;
“Stall Fee”	means the fee payable by a Stallholder as more fully detailed in the Approval Form

2. APPLICATION AND APPROVAL

- 2.1. The Stallholder must ensure that the **total structure** of their respective stalls fit into the allocated stall sites chosen by them (including all ropes, pegs and tow bars).
- 2.2. Notwithstanding any previous application or attendance at the Festival as a Stallholder, every application must record:
 - 2.2.1. where the Stallholder intends to sell or exhibit non-edible products, a full description of each product intended to be sold including photos of such products;
 - 2.2.2. where the Stallholder intends to sell Edible Products, a description of each Edible Product, including such products ingredients, **a menu and pricing** (where applicable), a Municipal Traders License and a current Certificate of Acceptability

failing which such Stallholder's application will not be considered
- 2.3. The Stallholder must ensure that all special requests and preferences, which are to be taken into consideration by the Festival Committee for the purposes of allocating stall sites, are clearly recorded in the application.
- 2.4. The Stallholder must ensure that the non-refundable administration fee of R 250.00 is paid to the account of the Festival Organiser, proof of which must accompany the application at the time of submission.

- 2.5. The approval of any submitted application is not guaranteed and all approvals are granted on a year-by-year basis.
- 2.6. For purposes of approving each Stallholder's application, the Festival Committee will take into consideration, *inter alia*, the following:
 - 2.6.1. the particular products on offer at the Festival as a whole;
 - 2.6.2. the uniqueness of the particular Stallholder's product offering;
 - 2.6.3. the quality of the particular Stallholder's product offering;
 - 2.6.4. whether or not the particular Stallholder's product offering is hand crafted; and
 - 2.6.5. Whether or not the particular Stallholder's product offering carries a wildlife theme.
- 2.7. The approval or rejection of a Stallholder's application by the Festival Committee will be final and no further correspondence or discussion will be entered into.
- 2.8. All stalls which are erected without the prior written approval of the Festival Committee will be removed and strict measures will be taken against trespassers.
- 2.9. Payments made to the account of the Festival Organiser in lieu of an unsuccessful application will immediately be refunded and will not entitle the Stallholder to insist upon the allocation of a stall site.
- 2.10. The Stallholder will not be entitled to sub-let an approved stall site.

3. CANCELLATIONS

- 3.1. If, after the Approval Form has been issued to the Stallholder by the Festival Committee, the Stallholder cancels its attendance at the Festival for any reason whatsoever, howsoever arising:
 - 3.1.1. after 03 March 2026 will incur a cancellation fee equivalent to 75% of the Stall Fee; and
 - 3.1.2. after 10 April 2026 will not be refunded any portion of the Stall Fee.

4. PAYMENT

- 4.1. The Stallholder will, after receipt of the Approval Form, pay a Stall Fee, which Stall Fee must be paid in full, by way of electronic funds transfer, to the bank account of the Festival Organiser, the details of which are recorded in the Approval Form.

- 4.2. The payment in terms of clause 4.1 above must have as reference the Stallholder's name and surname or stall name, as the case may be.

5. REGISTRATION OF STALLS

- 5.1. The Stallholder must ensure that its stall is erected and operational by no later than 17H00 on 25th June 2026
- 5.2. The Stallholder must register with the Festival Committee at the Festival Information Office on either 24 June 2026 or 25 June 2026 between 08H00 and 17H00, respectively.
- 5.3. The Stallholder will receive all required permits upon registration at the Festival Information Office.
- 5.4. The Stallholder's failure to register in terms of clause 5.2 or 5.4 above will result in the Stallholder forfeiting its stall site which will be reallocated to another prospective Stallholder.

6. TRADING HOURS

- 6.1. The Stallholder will be permitted entry at Festival Grounds gate 1 between 06H00 and 08H00 on each day throughout the duration of the Festival for the purposes of ensuring that it is fully operational and able to commence trading at 08H30 on each day of the Festival.
- 6.2. Except to the extent that any provision of these Terms and Conditions provides otherwise, the Craft Arena Stallholder must ensure that:
- 6.2.1. it trades **fully** until 19H00 on 26 June 2026 and 27 June 2026
- 6.2.2. it trades **fully** until 16H00 on 29 June 2026
- 6.2.3. its stall site is suitably lit for evening trading;
- 6.2.4. its stall site is suitably secured against theft and damage and that trading is ceased by no later than 19H00 on each night of the Festival.
- 6.3. Gates to the Craft Arena will be closed at 19H00 on each night of the Festival, after which the Stallholder will be required to exit the Craft Arena.
- 6.4. Canine units will patrol the Craft Arena from 20H00 onwards on each night of the Festival.

- 6.5. All food and beverage stalls in the Main Arena must trade fully until 23H00 on 26 June 2026 and 27 June 2026 and 16H00 on 28 June 2026, but NO LATER than 01H30 on 26 June 2026 and 27 June 2026
- 6.6. **ALL ALCOHOL VENDORS** in the Main Arena including the Wine Area: No trading after 23:30 on Friday 26 June 2026 and Saturday 27 June 2026.
- 6.7. If the Stallholder fails to trade until 16H00 on 28 June 2026 then the Stallholder will not be approved for future festivals.
- 6.8. The Stallholder acknowledges and accepts that Festival attendees travel and incur great expenses to enjoy the full duration of the Festival.

7. ALLOCATION OF STALL SITES

- 7.1. The Stallholder may request to be allocated a specific stall site, which request will be considered by the Festival Committee in its sole discretion.
- 7.2. The Festival Committee will at all times be entitled to repurpose, re-allocate or remove any stall site before the commencement of the Festival on 26 June 2026
- 7.3. The Stallholder will not, unilaterally or by agreement with another Stallholder, be entitled to relocate and/or repurpose any stall site approved and allocated by the Festival Committee.

8. ENTRANCE TICKETS

- 8.1. The Stallholder will be granted two complimentary Festival tickets only.
- 8.2. Additional Festival tickets must be arranged with the Festival Committee and purchased by the Stallholder.

9. EDIBLE PRODUCTS

- 9.1. If the Stallholder intends to sell Edible Products, the Stallholder must ensure that:
 - 9.1.1. a fully serviced DCP Fire Extinguisher WITHIN BEST BEFORE DATE of not less than 4.5kg is stored at its stall site and readily available at all times;
 - 9.1.2. where the Stallholder intends to utilize hot oil, a fire blanket is stored at its stall site and readily available at all times;
 - 9.1.3. where the Stallholder intends to utilize gas, no more than 18 kilograms of gas is stored at its stall site at any given time;

9.1.4. where the Stallholder intends to utilize fire, no less than 3 meters of clear space is designated and clearly marked with red tape around any fire at its stall site;

9.2. The Stallholder hereby acknowledges and accepts that Health & safety officials will conduct inspections throughout the duration of the Festival.

9.3. The Stallholder must dispose of all waste (including cooled used cooking oil) in the disposal units provided on the Festival Grounds.

9.4. The Stallholder hereby acknowledges and accepts that, having been allocated a stall site within the main arena, the Stallholder is not guaranteed an unobstructed view of the main stage.

SAMPLING AND TASTINGS

9.5. The Stallholder must keep free sampling and tastings under strict control.

9.6. **All tasting and sampling plates, boards, beakers, pitchers or jars must be covered at all times.**

9.7. **The Festival Committee will have procured a liquor license to cover the Festival and liquor trader for the duration of the Festival.**

9.8. **The Stallholder hereby acknowledges and accepts that no alcoholic samples or tastings will be supplied to persons under the age of 18 years and must ensure, as far as is reasonable possible, that persons employed to serve such alcoholic samples and tastings are responsible individuals capable of enforcing this clause.**

9.9. **Should the Stallholder fail to adhere to clause 9.8, the Stallholder's licensing facilities, as procured by the Festival Committee, will immediately be revoked and the Stallholder will be removed from the Festival Grounds.**

9.10. **Under no circumstances are any stallholders, other than liquor traders to bring alcohol onto the grounds. This is deemed as illegal and in complete contravention of the events liquor license. VEHICLES WILL BE CHECKED TO ENSURE COMPLIANCE.**

9.11. **The Wine Stallholder must not permit "double tasting "promotions.**

10. AGRICULTURAL AREA

10.1. If the Stallholder intends to exhibit reasonably large equipment, truck rigs or implements, the Stallholder must ensure that its stall site is fully erected and operational on or before 17H00 on 24 June 2026 to avoid traffic congestion.

- 10.2. Stalls exhibiting reasonably large equipment, truck rigs, implements and or other agricultural equipment will be inspected by health and safety officers at 14H00 on 25 June 2026 to ensure that all necessary safety procedures have been attended to.
- 10.3. If the Stallholder intends to exhibit agricultural equipment, the Stallholder must ensure that at least one of its technical personnel are available to certify such equipment in safety mode and must ensure that an official designated by the Festival Committee has confirmed that its stall site within the agricultural area is undamaged prior to departure of the Festival Grounds.
- 10.4. Damages incurred to any property (movable or immovable) within the agricultural area as a result of any Stallholder's failure to observe and adhere to these terms and conditions will result in further action being taken against the relevant Stallholder and or relevant sub-contractor.

11. ELECTRICITY

- 11.1. The number of amps allocated to the Stallholder's stall site will be indicated on each Approval Form as follows:
 - 11.1.1. where the Stallholder sells or exhibits non-edible products – 10 Amps
 - 11.1.2. where the Stallholder sells Edibles Products – 20 Amp
- 11.2. The Stallholder's stall site will be monitored intermittently in respect of power usage.
- 11.3. Any additional electricity required must be arranged with the Festival Committee 48 hours prior to 23 June 2026
- 11.4. Electricity is determined to one power point and one electrical plug. Additional electrical plugs may be arranged with the Festival Committee at a cost of R 1 500.00 per plug.
- 11.5. The Stallholder's failure to adhere to the permitted electrical allocations will result in a fine being levied against the Stallholder in the sum of R2 500.00.
- 11.6. The Stallholder will be responsible for procuring and arranging its own extension cables.
- 11.7. Private electrical issues experienced by the Stallholder may be addressed by the Festival Committee's designated contractor for that purpose, at the Stallholder's expense.
- 11.8. Please ensure that all your electrical wiring appliances (trucks) etc are in perfect working order – any faults that cause a knock-on effect to any other traders will cause your trading to be interrupted until resolved by you.

12. PRODUCT RESTRICTIONS

- 12.1. Only products recorded and approved in the Approval Form may be sold or exhibited at the Festival.
- 12.2. The Stallholder hereby acknowledges and accepts that NO BB GUNS, BB GUN AMMUNITION, LASERS / LASER POINTERS, STINK BOMBS, POP-SNAPPERS, MAGNETS, BLOWPIPES, CRACKERS, POPPERS, FAKE BRANDED MERCHANDISE, PIRATED MEDIA, PEPPER SPRAY, TASERS, PORNOGRAPHIC OR OBSCENE MATERIAL, PRODUCTS MADE FROM ENDANGERED SPECIES OR SLINGSHOTS MAY BE SOLD, EXHIBITED OR HANDED OUT ON THE FESTIVAL GROUNDS.
- 12.3. The Stallholder hereby acknowledges and accepts that NO Bow & Arrows, Air pistols/rifles, paintball guns, knives, swords and machetes may be sold.
- 12.4. The operation of drones or any unmanned aerial vehicles (UAV's) within the festival premises is strictly prohibited unless expressly authorized in writing by the Festival Committee. Any approved drone usage must comply with all applicable SA aviation laws and regulations, including but not limited to the Civil Aviation Authority (SACAA) requirements. Furthermore, the operator must obtain all necessary approvals and permits from the relevant regulatory bodies before deployment. The Festival Committee reserves the right to revoke approval at any time if the operation is deemed unsafe or non-compliant with legal or event-specific requirements.
- 12.5. The failure of the Stallholder to adhere to clause 12.2, 12.3 & 12.4 above will result in the Stallholder's removal from the Festival Grounds and the reallocation of its stall site to another prospective Stallholder.

13. CAMPING AND ABLUTION FACILITIES

- 13.1. All camping on Festival Grounds is prohibited and the Stallholder will not be entitled to sleep at the allocated stall site.
- 13.2. Public toilets will be available to the Stallholder.

14. VEHICLE ENTRY

- 14.1. The Stallholder will receive one vehicle permit for the purposes of drop off and deliveries only and will not entitle the Stallholder to park such vehicle on the Festival Grounds.
- 14.2. The Stallholder must ensure its vehicle permit is clearly displayed and visible on the vehicle windscreen at all times, failing which such vehicle will not be permitted to enter the Festival Grounds.

- 14.3. The Stallholder's vehicle will be permitted to enter the Festival Grounds for the purposes of drop off and delivery until 08H00 on each day of the Festival, after which time no further drop off and delivery will be permitted.
- 14.4. A shuttle service will be available during trading hours for the Stallholder to replenish stock.
- 14.5. The Stallholder's parking will be allocated within reasonable proximity of the Festival Grounds.
- 14.6. In the event of heavy rains, the Festival Grounds may become inaccessible. In this case the gates at the Festival Grounds will be closed and the Stallholder's vehicle will not be permitted entry until further notice.
- 14.7. Any driver of any vehicle doing any damage whatsoever will be liable for paying for the repair thereof.

15. SECURITY

- 15.1. The Stallholder will be responsible for the safety and security of the stall site allocated to them and the goods, marketing materials, displays, exhibits, furniture, equipment and other belongings stored thereon.
- 15.2. The Festival Committee will ensure that the Festival Grounds are suitably patrolled on a 24-hour basis to maintain the personal safety of the general public.
- 15.3. The Festival Grounds will be secured by security personnel until 17H00 on Monday 29th June 2026. The Stallholder must ensure that all valuable equipment, products and other valuable items are removed before then. The safety of The Stallholder's property is The Stallholder's own responsibility.
- 15.4. The Festival Committee reserves the right to require the Stallholder to leave the Festival Grounds if the Stallholder is guilty of misconduct, harassment or generally disturbs the attendance of any other Stallholder at the Festival.
- 15.5. Any additional security which the Stallholder may require must be arranged (at the Stallholder's expense) 48 hours prior to 26 June 2026 and procured from the Festival Committee's appointed security contractor.
- 15.6. All vehicles will be inspected upon entrance and exit of the Festival Grounds.
- 15.7. No alcohol will be permitted on Festival grounds other than alcohol sold by the Festival's appointed suppliers located at the designated liquor zones.

16. INDEMNITY

- 16.1. The Stallholder hereby acknowledges and accepts that the Festival is open for attendance by the public.
- 16.2. The Stallholder hereby indemnifies and hold harmless the Festival Organiser (including its directors, the Festival Committee, employees and servants) against any claim by the Stallholder, or the Stallholder's estate, as a result of theft or damage to property (including merchandise used directly or indirectly for the Festival, marketing material and all personal belongings) bodily harm, injury and/or loss of life which is not attributable to the Festival Organiser's own willful misconduct and/or gross negligence.
- 16.3. The Stallholder acknowledges and accepts that any emergency medical treatment arranged or paid for by the Festival Committee is at the Festival Committee's discretion and will not be construed as an admission of liability.
- 16.4. Clause 16.2 will not operate to exclude or limit, or purport to exclude or limit, any liability which by law may not be excluded or limited.
- 16.5. All exhibits are entirely at the Stallholder's own risk.

17. INSURANCE

- 17.1. It will be incumbent upon the Stallholder to procure and maintain, for the duration of the Festival, suitable insurance in respect of the goods, marketing materials, displays, exhibits, furniture, equipment and other belongings entering and intended to be stored at the Festival Grounds.
- 17.2. The Stallholder is required to hold Public Liability Indemnity insurance cover and the Festival Committee may require evidence of such insurance cover.

18. EQUIPMENT

- 18.1. The Festival Committee will not be responsible for supplying tables, chairs or tents to stallholders. Should a stallholder require any of these items, it will be incumbent upon the Stallholder to contact the Festival Committee's office on 082 572 4042
- 18.2. The risk of damage in respect of all equipment supplied through the Festival Committee's office, will pass to the respective Stallholder upon handover and all equipment must be returned at the designated Festival Information Office by 17H00 on Sunday 28 June 2026.

19. FESTIVAL GROUNDS

- 19.1. The Festival Committee reserves the right to effect amendments or alterations to the layout of the Festival Grounds at any time.

20. GENERAL COMPLIANCE

- 20.1. The Stallholder must ensure that they are familiar with and compliant to the laws applicable to the Festival including, but not limited to:
 - 20.1.1. the Safety at Sports and Recreational Events Act 2 of 2010 and the regulations thereto as amended from time to time; and
 - 20.1.2. the Disaster Management Act 57 of 2002 and the regulations thereto as amended from time to time.
- 20.2. The Stallholder is required to comply with all safety and other standards which are required by law and, if applicable, as specified by the Festival Committee, particularly in respect of all facilities and structures erected at their respective allocated stall sites
- 20.3. In respect of structures erected at their respective allocated stall sites which exceed 3 square meters, that an engineering certificate has been obtained from a competent certification authority or other person designated for such purposes, the costs of which will be for the Stallholder account;

21. FORCE MAJEURE

- 21.1. A *force majeure* will be constituted by an Exceptional Occurrence which:
 - 21.1.1. prevents a Party from fulfilling any of its obligations in terms of these terms and conditions timeously or at all;
 - 21.1.2. is beyond such Party's reasonable control;
 - 21.1.3. could not reasonably have been foreseen by such Party;
 - 21.1.4. which, having occurred, could not have been avoided or overcome;
 - 21.1.5. which is not substantially attributable to either Party's own conduct.
- 21.2. Neither Party will have any responsibility to the other nor may any Party be deemed to be in breach of these terms and conditions or otherwise liable to the other Party as a result of any delay or failure in the performance of any obligation/s in terms of these terms and conditions if and to the extent that such delay or failure is due to or is caused by *force majeure*. The

time for fulfilment of the relevant obligation/s will in that event be extended accordingly should fulfilment of the relevant obligation/s still be possible.

21.3. A Party whose performance of its obligations under these Terms and Conditions is delayed or prevented as a result of *force majeure*:

21.3.1. must immediately notify the other Party of the nature, extent, effect and likely duration of the circumstances constituting the *force majeure*;

21.3.2. must use all reasonable endeavors to minimise the effect of the *force majeure* on the performance of its obligations under this Agreement; and

21.3.3. must (subject to clause 20.4), immediately after the *force majeure* event has ended, notify the other Party and resume full performance of its obligations under these terms and conditions.

21.4. If any *force majeure* delays or prevents the performance of any of the obligations of either Party, for a continuous period in excess of 6 calendar months, the Party not so affected will be entitled to give notice to the other affected Party to resile from these terms and conditions specifying the date (which may not be less than ten days after the date on which

21.5. the notice is given) on which termination will take effect. It is recorded that the incapacity of either party to act due to *force majeure* circumstances will not be construed as a breach of these terms and conditions.

22. PERSONAL INFORMATION

22.1. To the extent that personal information is required to be processed by the Festival Organiser and/or Festival Committee, the Stallholder hereby consents to the processing and use of its personal information for the purpose of approving its application.

22.2. The Stallholder's personal information will not be processed or used for any purpose other than as aforesaid.

22.3. The Stallholder may, at any time, object to the processing and use of its personal information in which event the processing and use of the Stallholder's personal information will immediately cease.

22.4. The Stallholder acknowledges and agrees that reasonably practicable steps have been taken to ensure its personal information is complete, accurate, not misleading and up-to-date.

- 22.5. The Festival Organiser and/or Festival Committee will ensure that reasonable measures are taken to ensure that your personal information is appropriately safeguarded against loss, destruction or unlawful access.
- 22.6. To the extent that personal information has been provided by the Stallholder in respect of any other person including, *inter alia*, the Stallholder's members, directors, signatories, shareholders, executive officers, employees and/or beneficiaries as the case may be), the Stallholder hereby warrants that the Stallholder is authorized by such other persons to provide such personal information to the Festival Organiser and/or Festival Committee for the purposes in clause 22.1.

23. UNDERTAKING

- 23.1. The Stallholder hereby confirms that it has read and understood the contents of these terms and conditions and accepts that the approval of its application will, at all times, be subject to these terms and conditions which it regards as binding upon it.

STALL NAME:

NAME & SURNAME:

ID NUMBER:

DATE:

SIGNATURE:

24. SCHEDULE: NOTABLE DATES

Festival duration	from 26 June 2026 to 28 June 2026
Final application submissions	on 15 January 2026
Partially refundable cancellations	on or prior to 3 March 2026
Non-refundable cancellations	after 10 April 2026
Notification of application approval	On or prior to 31 January 2026
Notification of application rejection	on or prior to 12 February 2026
Festival registration	from 24 June 2026 to 25 June 2026

25. FESTIVAL BANKING DETAILS

Account name	Kirkwood Wildsfees
Banking institution	ABSA Bank
Account number	4057910254
Branch code	334217/632005
Account type	Cheque