

# Gate to Southwell Festival

## Application to Trade

### TERMS & CONDITIONS

Please read these term & conditions before applying.

#### TERMS & CONDITIONS

By paying a deposit you are agreeing to these terms and conditions:

##### 1. Definition

1.1 In these terms and conditions the term you, yours or licensee refers to the person or organisation applying to trade at the Gate To Southwell Festival.

1.2 The licensor is the Gate to Southwell Folk Festival Ltd. ("The Festival" or "Gate to Southwell Festival")

##### 2. Application

2.1 Successful applicants will be required to provide, a copy of their Public Liability Insurance Certificate, fire risk assessment, erecting and disassembly of your stall risk assessment, Portable Appliance Test (PAT) certification(s), gas safety certificate(s) and a photograph of the unit, If you are a food vendor you must also provide your hygiene certificate, and details of your registration with your local Environment Heath Authority.

2.2 An up-to-date copy of the documentation listed in item 2.1 will be inspected on arrival at the Festival.

2.3 The licensee may only use the stall for the purposes outlined on the application and agreed to by The Festival.

2.4 If the licensee is asked to stop trading as a result of a breach of any of these terms, there will be no fee refund.

##### 3. Insurance

All traders are obliged to hold Public Liability Insurance to cover any hazard or loss, which will include public liability insurance for no less than £2,000,000 or £5,000,000 for food traders. We recommend joining the National Market Traders Federation/NCASS.

##### 4. Losses

4.1 You acknowledge that The Festival or any of its designated employees/volunteers are not responsible or hold any liability for any financial losses incurred by you, or for any loss or damage of your equipment goods or personal belongings, or personal injury of employees working for or connected to you.

## 5. On Site

5.1	The Festival and its designated employees are solely responsible for allocation of pitch sites. These will not be available in advance.																								
5.2	The Licensee may not assign or sub-contract their stall or any part of the stall.																								
5.3	The Licensee must conduct his/her business in a clean, honest, civil and businesslike manner and without any interference in any way with the business of any other trader.																								
5.4	Whilst trading at the Festival the Licensee must display their business name, contact address and mobile phone number.																								
5.5	The Licensee must not obstruct any walkway or vehicle access without the permission of a duty officer, who can be accessed by asking a steward.																								
5.6	Access to the site will be from Wednesday from 10:00 hrs unless prior approval has been given.																								
5.7	<p><b>Vehicle movement</b> will be prohibited on the main Festival event site during times as follows:  <i>Thursday - 15:00 hrs until 06:00 hrs Friday morning.</i>  <i>Friday– 10:00 hrs until 06:00 hrs Saturday morning.</i>  <i>Saturday– 10:00 hrs until 06:00 hrs Sunday morning.</i>  <i>Sunday– 10:00 hrs until 21:30 hrs</i></p> <p>Between Sunday at 21:30 hrs and Monday Morning 00:30 hrs, members of the public are in the arena. Any vehicle movement must have prior approval of the duty officer, and a steward must be present to escort the vehicle at walking speed. This will apply at any other time if exceptional movement is required.</p>																								
5.8	<p><b><u>Hours of trading as follows:-</u></b></p> <p>You must be set up and ready by 3pm Thursday when the arena opens and <b>must be open fully from the start to the end of the core hours.</b> <b>You must not start to take down stalls before 21:30 on Sunday.</b> You must not open before the earliest start time and must finish by the latest finish time as set out below.</p> <table border="1"> <thead> <tr> <th>Day</th> <th>Earliest Start</th> <th>Core Hours</th> <th>Latest Finish</th> </tr> </thead> <tbody> <tr> <td><i>Thursday</i></td> <td><i>14.00</i></td> <td><i>17.00-22.00</i></td> <td><i>01.00 (Fri)</i></td> </tr> <tr> <td><i>Friday</i></td> <td><i>07.00</i></td> <td><i>16.00-22.00</i></td> <td><i>02.00 (Sat)</i></td> </tr> <tr> <td><i>Saturday</i></td> <td><i>07.00</i></td> <td><i>10.00-22.00</i></td> <td><i>02.00 (Sun)</i></td> </tr> <tr> <td><i>Sunday</i></td> <td><i>07.00</i></td> <td><i>10.00-21.30</i></td> <td><i>01.00 (Mon)</i></td> </tr> <tr> <td><i>Monday</i></td> <td><i>07.00</i></td> <td>-</td> <td><i>10.00</i></td> </tr> </tbody> </table> <p>Indoor traders core hours finish at 8pm and can take down their stalls from then.            For licensees whose sole/predominant focus is on coffee or ice-cream core hours end at 6pm each day</p>	Day	Earliest Start	Core Hours	Latest Finish	<i>Thursday</i>	<i>14.00</i>	<i>17.00-22.00</i>	<i>01.00 (Fri)</i>	<i>Friday</i>	<i>07.00</i>	<i>16.00-22.00</i>	<i>02.00 (Sat)</i>	<i>Saturday</i>	<i>07.00</i>	<i>10.00-22.00</i>	<i>02.00 (Sun)</i>	<i>Sunday</i>	<i>07.00</i>	<i>10.00-21.30</i>	<i>01.00 (Mon)</i>	<i>Monday</i>	<i>07.00</i>	-	<i>10.00</i>
Day	Earliest Start	Core Hours	Latest Finish																						
<i>Thursday</i>	<i>14.00</i>	<i>17.00-22.00</i>	<i>01.00 (Fri)</i>																						
<i>Friday</i>	<i>07.00</i>	<i>16.00-22.00</i>	<i>02.00 (Sat)</i>																						
<i>Saturday</i>	<i>07.00</i>	<i>10.00-22.00</i>	<i>02.00 (Sun)</i>																						
<i>Sunday</i>	<i>07.00</i>	<i>10.00-21.30</i>	<i>01.00 (Mon)</i>																						
<i>Monday</i>	<i>07.00</i>	-	<i>10.00</i>																						
5.9	Parking on the main site must be booked and will be restricted to one vehicle per Licensee unless there are exceptional circumstances and prior																								

	permission has been obtained. There is a free car park on site.
5.10	No amplified music or PA systems are allowed.
5.11	Pets are allowed on site according to the general festival terms and conditions. See <a href="http://www.gtsf.uk/info">www.gtsf.uk/info</a> . Dogs must be kept on a lead and are not allowed in covered areas, including the indoor market.
5.12	The Licensee is obliged to keep the area 10m in front of his/her stall tidy and free of rubbish. The disposal of all waste and rubbish generated by your business is the responsibility of the Licensee. We provide general and recycling bin-liners and these must be placed in the correct skips when full. Waste fats and oils must be stored in suitable lidded containers and must be taken away from the site and correctly disposed of by the licensee.
5.13	Care should be taken not to cause any damage or change to the site, or to any of the fittings, equipment or any other property on the site or belonging to The Festival. The Licensee shall pay for any damage, including accidental damage caused.
5.14	The Licensee shall ensure that the designated pitch has been left tidy and in good order. Any cost for cleaning the pitch site will be charged to the Licensee.
5.15	The Licensee is not permitted to make any recordings or broadcast of the event.
5.16	Camping is permitted on your pitch or on the main campsite provided it is noted on your application.

## 6. Staff

6.1	Names of all staff must be provided in advance so that wristbands/passes can be allocated.
6.2	The licensee shall include the number of staff required in the application, up to a maximum of 4 (food traders), 3 (stand-alone non-food traders) and 2 (indoor market traders). Any additional staff will require a festival ticket.
6.3	The Licensee shall be responsible for the actions of any of his/her employees and shall ensure their compliance with these conditions

## 7. Fire / Gas / Electricity / Water

7.1	The Licensee must supply electronic copies of all documents listed in section 2 in advance as part of the application to trade. If any documents expire between the application and the festival these will need to be provided on renewal, or failing that must be shown on site. Anyone not able to satisfy us that they have the correct documents will not be allowed to set-up or trade. There will be no fee refund in these circumstances.
7.2	The Licensee may not use his/her own generator(s).
7.3	An electricity supply will be provided according to that requested/paid for by the licensee as part of the agreed fee. We may discontinue the supply if additional power is being drawn in excess of that requested, as this may compromise the supply to other vendors.
7.4	All gas cylinders not connected to appliances shall be named by the

	licensee and stored in the cylinder store area at the back of the traders' area.
7.5	The Licensee must provide appropriate fire extinguisher(s) that have/has been tested in the last 12 months. Minimum requirement 1 x 4Kg dry powder and a fire blanket. Staff must be trained and aware how to uses extinguishers correctly.
7.6	All wastewater must be disposed of appropriately at the Elsan disposal point on site. The digging of sumps and soak-aways is prohibited.
7.7	Access to a shared mains water will be provided and we will endeavor to place food vendors as near as possible to an outlet.
7.8	Separate toilet facilities with hand cleaning facilities will be provided for food vendors by The Festival.

### **8. Prohibited Items - including alcohol and single use plastic**

8.1	The Licensee must not offer for sale alcohol in any form.
8.2	No single-use plastics or polystyrene is allowed. Food traders must use biodegradable cups, plates, food-trays and cutlery.
8.3	Glass bottles are not allowed to be sold.
8.4	No single use water bottles are to be sold on site. You may sell reusable bottles which can be refilled at The Festival's water taps.
8.5	You will be prohibited from selling items not declared on your application if they compete with another trader.

### **9. Health and Safety**

9.1	The Licensee must comply with any health and safety procedures on site and if required must attend a health and safety on site toolbox talk.
9.2	The Licensee must make himself/herself aware of the emergency evacuation procedures on site and must ensure his/her employees are also aware.
9.3	The Licensee must ensure that all work practices comply with the Health and Safety at Work Act 1974. Management of Health and Safety at Work Regulations 1999 Manual Handling Operations Regulations 1992 (as amended) Control of Substances Harmful to Health Regulations 2002 (as amended) Provision and Use of Work Equipment Regulations 1998 Personal Protective Equipment at Work Regulations 1992 and any other relevant legislation.

### **10. Food Hygiene (for food vendors)**

10.1	Ensure that all working practices comply with the Food Safety (General Food Hygiene) Regulations 1995 (as amended)
10.2	Ensure that all working practices comply with the Food Safety (Temperature Control) Regulations 1995

### **11. Non-compliance**

11.1	The Festival and their designated employees reserve the right to remove you from the festival site, if you do not comply with the obligations as
------	--

	outlined within this document. There will be no fee refund in these circumstances.
11.2	The licensee may not be permitted to operate your stall or outlet if you do not satisfy any visiting Environmental Health Officer, Police Officer, Trading Standards Officer or Fire Officer. The Festival and their employees cannot accept any responsibility or liability if this situation occurs
11.3	The licensee agrees to abide by the above clauses of and indemnify the Festival and their designated employees against any claim, loss or liability arising from a breach of the above clauses/ regulations