

## Sheffield Food Festival 2018 – Trading Terms and Conditions

Organiser	Events Collective Ltd
Event	Sheffield Food Festival 2018
Event Partners	Events Collective Ltd and Sheffield City Council

**These Terms and Conditions and the completed and signed application form together form a binding agreement between the Company or Organisation named in the form and the Organiser.**

### 1. Public Liability Insurance

- 1.1. Traders are responsible for the insurance of their own property and must have current Public Liability Insurance to the value of £2 million or more at the time of the event.
- 1.2. All traders must submit photocopies of their insurance cover with this registration and have originals with them for inspection at the time of the event.
- 1.3. The trader or agents shall not hold the Event Organiser or its Partner responsible for any loss, damage, theft or destruction of any exhibit, goods, property or equipment.

### 2. Health and Safety

- 2.1. Health and Safety Officials under the Health & Safety at Work Act 1974 will inspect the site during the event. Where appropriate, sites may also be inspected by Environmental Health, Trading Standards Officers or any other professional body.
- 2.2. **Generators:** All traders must adhere to the Sheffield Food Festival Event Specification for the use of generators in the City Centre.
- 2.3. **Electrics:** All traders must adhere to the Sheffield Food Festival Event Specification for electrics
- 2.4. **Gas:** All traders must adhere to the Sheffield Food Festival Event Specification for gas usage
- 2.5. **Gazebo Usage:** All traders must adhere to the Sheffield Food Festival Event Specification for the use of gazebos
- 2.6. All traders must provide copies of food hygiene rating certificate. A minimum of three stars is required for the festival.
- 2.7. The attached Food Safety checklist and fire risk assessment documentation must be completed and available for inspection and signing by the Health & Safety Officer on arrival and be available for inspection at all times on request throughout the duration of the festival.
- 2.8. All electrical equipment must be PAT tested with a current sticker/certificate with the equipment and gas safety certificates must be available for any gas equipment.
- 2.9. The Festival site falls within a 'Traffic Regulation Order (TRO) zone, with vehicle movement restriction times which must be adhered to: there must be no vehicle movement within the festival area between the hours of **10:00 - 18:00**. Failure to comply could result in action being taken by the Police and/or Parking Services.
- 2.10. Vehicles will only be allowed on-site and onto the pedestrian areas for set-up - loading and unloading - outside of the TRO restriction times (prior to 10:00, post 18:00) or if given permission as a static branded vehicles as part of the event. **Please note that if you require vehicle access for arrival/set-up we strongly advise this should be prior to 09:00 hours.**
- 2.11. Anyone found selling illegal, counterfeit or inappropriate goods will be removed from site and the relevant authorities informed.
- 2.12. Any traders selling alcohol must be licensed to trade alcohol and adhere to 'Challenge 25' taking responsibility for ensuring that 'Challenge 25' signs are clearly visible on the unit.
- 2.13. Traders are responsible for ensuring that units and immediate surroundings are kept tidy at all times and all rubbish removed at the end of the event, this includes litter, flyers, cooking oil (which must not be poured into drains or landscaped features). Traders must make arrangements to deal with

trade waste responsibly and the environmental impact should be considered at all times. The Event Organiser will provide a waste compound, however, all waste must be properly bagged and tied before being stored in the waste compound. Traders are not permitted to use the public waste bins. In line with SCC recycling policy, please ensure that you recycle as much of your waste as possible.

### 3. General

- 3.1. Units/pitches/plots are non-transferable. At no time does registration bestow any rights or expectation that a stalls or units will be in a particular exact position/location. The Event Organiser's decisions are final with regard to the layout and position of the stalls / units.
- 3.2. Any traders found exceeding their allocated pitch as determined on the registration form will be charged additionally for the extra space used or will be asked to remove any item exceeding their allocated pitch.
- 3.3. Trading hours:
  - 3.3.1. Core trading hours for Sheffield Food Festival markets are: 10:00 - 18:00 Saturday, 10:00 - 18:00 Sunday, 10:00 - 18:00 Monday. Traders are required to stay for these core hours. All traders must be set up and ready to trade by 10am each day.
  - 3.3.2. The core trading hours for the Eats, Treats & Beats area are 12:00 – 23:00 Friday, 11:00 – 23:00 Saturday, 11:00 – 23:00 Sunday and 11:00 – 18:00 Monday.
- 3.4. The Event Organiser reserves the right to cancel this agreement at any time by giving notice in writing to the trader at the address given on the registration form whenever it is of the opinion that the continuance of the hiring would not be in the interests of the good management of the site or in the event of the Government, SCC or other public body requiring the use of the site for any matter of special importance.
- 3.5. Please note that priority will be given to traders who are based in South Yorkshire and North East Derbyshire.
- 3.6. Any traders wishing to sell hot food or drink for consumption at the event must apply as a Street Food trader. Artisan Market pitches are for off sales only.
- 3.7. **No trader may sell alcohol for consumption at the event without the prior written permission of the organisers.**

### 4. Fees and cancellation

- 4.1. Following submission of expression of interest forms, successful applicants will receive an offer of a trading pitch and will be sent an invoice for 25% of the appropriate fee as a non-refundable deposit to secure their pitch.
- 4.2. All traders will be asked to provide a cheque for an additional refundable deposit to cover any extra cleaning costs following the event. This cheque will be returned after the event if no deep cleaning is required on the pitch site. Photographic evidence will be taken before and after the event.
- 4.3. All pitch fees must be paid in full four weeks before the commencement of the event, otherwise pitches may be reallocated to other traders on the waiting list and the initial 25% deposit retained.
- 4.4. Please note that due to changes in HMRC guidance, VAT @ 20% must now be applied to all charges.
- 4.5. The Event Organiser retains the right to relocate, postpone or cancel an event giving no less than seven days' notice.
- 4.6. If a trader wishes to withdraw from the event more than four weeks prior to the event, the initial 25% deposit will be retained, but any remainder will be refunded.
- 4.7. If written notice of cancellation is received less than four weeks prior to the event, no refund will be payable unless the space can be re-let (the 25% deposit will still be retained).

### 5. Data Protection

- 5.1. The information you provide will be processed in accordance with the law, in particular the Data Protection Act and other applicable legislation. The information will only be used to register you as a trader at the Sheffield Food Festival unless we are required by law to do otherwise.

**6. Force Majeure**

- 6.1.** Neither Events Collective nor Sheffield City Council shall be liable in respect of any delay in performing or failure to perform any of its obligations hereunder if such delay or failure results from (i) acts or intervention of Government or Government agencies, (ii) fire, flood or explosion, (iii) Act of God, (iv) declared or undeclared war, or riots or civil commotion, (v) strikes or other industrial disputes (but not a strike or lockout involving the affected Party or any of its suppliers and their respective employees), (vi) any act neglect or default of another Party, or (vii) any cause outside its reasonable control.

**7. Notices**

- 7.1.** Address for notices: preferably by email to [trade@sheffieldfoodfestival.co.uk](mailto:trade@sheffieldfoodfestival.co.uk), otherwise to Events Collective, 32 Hillcrest Road, Deepcar, Sheffield, S36 2QL.