



TROWBRIDGE VILLAGE PUMP FESTIVAL
2010
Schedule of Terms & Conditions
For
Food Trading

Trowbridge Village Pump Festival

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1 DEFINITIONS

- 1.1 Throughout this document, and the assigned Application Form, the terms 'you' or 'yours' explicitly means the person and or organisation recorded on the assigned Application Form.
- 1.2 Throughout this document, and the assigned Application Form, the terms 'Trowbridge Village Pump' or 'Festival' explicitly means the Trowbridge Village Pump Festival 2010.
- 1.3 The Trowbridge Village Pump Festival is operated by Trowbridge Village Pump Festival Ltd.

2 GENERAL CONDITIONS

- 2.1 All applicants must be 18 or over to trade.
- 2.2 A signed and dated copy of an assigned Application Form and a cheque for £200, to be deemed as a pitch deposit (£100) and a green deposit (£100 - see Section 8.19), must be received for your application to be considered.

The signed and dated Application Form will comprise your acceptance of the terms and conditions laid out in this document.

Note: Clearance of the cheque will not constitute acceptance to trade.

- 2.3 Following selection of your application you will be contacted by phone to discuss and agree final terms between yourself and Trowbridge Village Pump Festival Ltd.

Note: Following agreement on final terms the pitch deposit (£100) is deemed non-refundable (this does not apply to the green deposit – see Section 8.19).

- 2.4 Unsuccessful applicants will be duly notified via email and receive a cheque in respect of the deposit amount paid.
- 2.5 Applicants who have been notified that their application has been successful and subsequently withdraw from the Festival will forfeit the pitch deposit paid.
- 2.6 Payment of the outstanding amount, i.e. pitch fee less pitch deposit paid, as notified to you by invoice, will fall due on 1st June 2010.
- 2.7 In the event that a presented cheque does not clear you will be asked to provide a valid method for the due amount plus any fees incurred by Trowbridge Village Pump Festival Ltd plus an administration fee for resolving the transaction of £50.

Failure to provide a valid method of payment will result in cancellation of any agreement to trade and forfeiture of any monies paid.

3 SPECIFIC CONDITIONS

- 3.1 You must provide a detailed list of the food and beverage items you intend to offer for sale and consumption during the period of the Festival.

On agreement of the content of this list it will be deemed to be a specific condition to your acceptance of the content of this document as recorded on the assigned Application Form.

This specific condition will not apply to the pricing of the items within the list.

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4 INDEMNITIES AND CERTIFICATIONS

4.1 You are required to have the following provisions in place and valid during the full and inclusive period indicated for trade as stated in Section 8:

- Personal or business insurance providing sufficient indemnity for all your operations and extending to the activities of your personnel;
- Safety certificates for all appliances and equipments in compliance with current United Kingdom legislation and recognised guidelines as pertinent to the activities to be undertaken.

4.2 At a minimum, the following must be available on arrival at site and on your stall at all times during the Festival:

- Insurance Certificate – to cover any hazard or loss, which may occur at the Festival as a result of your or your personnel's attendance and trading activity, specifically providing a Public Liability indemnity of not less than £1 million (£1,000,000);
- Electrical appliance safety certificate indicating the test status and condition of all electrical appliances and equipments, certified by qualified electrical engineer, that are intended to be connected to the site power supply;
- Gas appliance safety certificate indicating the test status and condition of all gas appliances and equipments certified by qualified gas engineer;
- Food safety & hygiene procedures (HACCP or similar);
- Food hygiene certificates for staff;
- A Health and Safety and Fire Risk Assessment that follows and complies with the guidelines of the Health and Safety Executive of the United Kingdom and is demonstrably operational.

4.3 You are required to be registered with a local authority for food hygiene.

4.4 Failure to provide the above will be deemed a substantive non-compliance (see Section 12).

4.5 Copies of the items listed above are to be provided prior to the Festival; such copies must clearly show validity for the full and inclusive period indicated for trade as contained in Section 8.

5 CONSEQUENTIAL LOSS

5.1 In submitting a signed Application Form you accept that the Trowbridge Village Pump Festival or any of its designated staff, crew and volunteers, or subcontracted organisations are not responsible or hold any liability for any financial losses incurred by you or your personnel, or for any loss or damage of your equipment, goods or personal belongings, or personal injury of yourself and your personnel.

6 FORCE MAJEURE

6.1 In the event of an unpredicted unforeseen incident or condition which materially affects the occurrence of the Trowbridge Village Pump Festival and is beyond the control of the Festival and alternatives have been explored but considered not applicable this contract will be considered void with no recourse to refund of paid deposit or fees.

7 FRUSTRATION

7.1 In the event of a supervening incident this contract will be considered to be frustrated and materially affected from performance. In such case this contract will be considered void with no recourse to refund of paid deposit or fees.

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8 SITE OPERATIONS

- 8.1 The Trowbridge Village Pump Festival and its designated staff and crew are solely responsible for the allocation of pitch sites.
- 8.2 You may not sub-contract your stall or any part of your stall.
- 8.3 Access to the site is from 9am, Wednesday, 21st July 2010.
- 8.4 Your stall must be set up to trade by midday, 12pm, Thursday, 22nd July 2010; this is to ensure that your premises are ready and available for inspection by the designated crew of Trowbridge Village Pump Festival and the appointed local authority officials.
- 8.5 Your pitch must be vacated and cleared by 5pm, Monday, July 26th 2010.
- 8.6 Hours of trading during the declared opening times of the Festival are for you to determine; the Festival, on commencement, does not impose any periods of closure.
- 8.7 The vehicles to be situated within your pitch will be agreed in advance.

A vehicle that has been placed on your pitch may not be removed until the site has been declared safe for vehicular movement by the Festival Health and Safety Manager.

Vehicles may be removed from site on the granting of the specific permission of the Site Manager or Site Operations Manager or Festival Health and Safety Manager, as an exigency, due to acceptable changes in circumstance.

In such cases provisions will be made, via the Site Operations Team, for vehicles to be escorted safely to the appropriate site exit; these arrangements must be followed in order to ensure safe movement across, and through, areas of public access.

- 8.8 Vehicle movement on site is strictly forbidden between 6pm, Thursday, 22nd July 2010 and 8am, Monday, 26th July 2010.

Any vehicles requiring to be moved during the Festival must be placed in the designated public car parks.

- 8.9 The size of your pitch will be shown on your confirmation email. Any extension outside of the agreed pitch may result in your stall being removed from the Festival, or moved to an alternative location, or an additional fee being charged.
- 8.10 Thoroughfares and walkways must be kept clear and maintained free of obstruction by any items originating from your pitch, this includes subsequent disposal of any material by members of the public following purchase from your stall.
- 8.11 You are obliged to keep the area 10m in front of your stall tidy and free of rubbish. Any waste and rubbish you or your personnel or members of the public purchasing from your stall generate must be placed in the disposal points provided.
- 8.12 On leaving the site you must ensure that your pitch has been left tidy and in good order and that a member of the Trowbridge Village Pump Festival designated crew has deemed it so. Any costs for cleansing your site may be charged to you.
- 8.13 You will not be permitted to start trading until such time as the Trowbridge Village Pump Festival Health and Safety Manager has deemed the site in a prepared condition for safe operation in compliance with local authority requirements as embodied in the conditions of the site licence and enacted in the Trowbridge Village Pump Festival Policies and Procedures.

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- 8.14 All deliveries to your stall by vehicle must be completed by 6pm, Thursday, 22nd July 2010.

Additional deliveries can be made to a secure gate and, subject to prior arrangement, transferred to your stall by Festival transportation.

Where circumstance permits, in the judgement of the Site Manager, or the Site Health and Safety Manager, or the Site Operations Manager, or by arrangement with security personnel, vehicles needing to deliver to your stall may be permitted access.

All trader vehicles moving across the site during the period of the Festival must travel at a walking pace with vehicle hazard lights switched on and be escorted by Trowbridge Village Pump Festival designated staff or crew.

- 8.15 In the instance of adverse weather conditions a ban on all vehicle movement across the whole site may be imposed.
- 8.16 No amplified music or PA systems are allowed within your pitch. The Trowbridge Village Pump Festival or their designated crew reserve the right to confiscate your equipment should it prove necessary, for the duration of the Festival, at your risk and expense.
- 8.17 No animals or pets are allowed on site except guide or carer dogs. Any animals brought on to the site will be removed at your expense.
- 8.18 Care must be taken not to cause any damage or change to the site, or to any of the fittings, equipment or any other property belonging to the site or to the Trowbridge Village Pump Festival. Any damage arising from your trading activities or activities associated with you or your personnel, whether accidental, consequential or deliberate, will be rectified and charged to you in full.
- 8.19 A Green Deposit in the amount of £100 will be levied in addition to the pitch deposit. The Green Deposit will be fully refunded after the Festival provided that your pitch has been signed off by a member of the Site Operations team as being in the same condition as that prior to your arrival.

Failure to maintain the condition of your pitch will negate any refund of the Green Deposit.

9 PROVISION OF AMENITIES AND EMERGENCY EQUIPMENT

- 9.1 All stalls must have in place a 5kg dry powder fire extinguisher that has been maintained in accordance with the manufacturer's schedule of maintenance and must be compliant to any relevant legislation and Fire Service guidelines.
- 9.2 An electricity supply will be available for you to use should you choose to utilise it; there is no charge for this provision.
- 9.3 You are permitted to have one LPG cylinder in use and one on your stall as a standby spare. Any LPG cylinders additional to this provision are to be labelled with your details and placed in the secure storage facility by arrangement with the Site Operations team.

When required a replacement LPG cylinder will be transported to your stall by arrangement with the Site Operations team.

- 9.4 A fresh water supply will be available for you to use.
- 9.5 All wastewater must be disposed of appropriately in Trowbridge Village Pump Festival wastewater disposal units. You will be informed of the location of these on arrival. The digging of sumps and soak-aways is expressly prohibited.

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10 PROHIBITED ITEMS AND ACTIVITIES

10.1 The following are expressly prohibited from being conveyed onto the Festival site in its entirety:

- Any item whose possession or conveyance comprises a breach of United Kingdom legislation;
- Body piercing equipment;
- Generators;
- Lasers;
- Fireworks;
- Weapons or potential weapons.

10.2 The following are expressly prohibited from sale or use or gratis on your stall:

- Alcohol;
- Herbal highs;
- Permanent tattoos;
- Water pistols;
- Gun caps;
- Drop bombs;
- Silly string;
- Stink bombs;
- Additionally any items that may cause distress to others or potentially cause harm in the judgement of the Festival Health and Safety Manager or designated staff or crew.

10.3 Failure to adhere to and comply with the above will have the following consequences:

- Your stall will be closed;
- You and your personnel will be escorted from site;
- Consequent to the vehicular movement restrictions in force at such time of a breach your property, appliances, and equipments will remain in situ, appropriately secured, and returned to you at a point in time determined by the Festival Health and Safety Manager;
- Reporting of the incident and presentation of any supporting material to an appropriate authority;
- Any and all costs associated with any requisite action arising from such a breach will be charged to you in full.

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11 APPLICATION OF LEGISLATION

11.1 In signing and submitting the assigned Application Form for consideration you agree without limitation to act and ensure that your working practices and those of your personnel are in accordance with the following legislation:

- Health and Safety at Work Act 1974;
- Management of Health and Safety at Work Regulations 1999;
- Manual Handling Operations Regulations 1992 amended 2002;
- Personal Protective Equipment at Work Regulations 1992;
- Provision and Use of Work Equipment Regulations 1998;
- The Food Standards Act 1999 and subsequent regulations, in particular the Food Safety (General Food Hygiene) Regulations 1995, the Food Hygiene (England) Regulations 2006, and the Food Safety (Temperature Control) Regulations 1995;
- Highly Flammable and Liquefied Petroleum Gases Regulations 1972;
- The Dangerous Substances and Explosive Atmospheres Regulations 2002.

11.2 Traders must comply with the Health, Safety and Hygiene requirements of Wiltshire Council and its appointed officials.

12 SUBSTANTIVE NON-COMPLIANCE

12.1 Except where explicit terms relating to non-compliance have been laid out in a specific term or condition of this schedule, the following applies without limit:

- The Trowbridge Village Pump Festival and its designated staff and crew reserve the right to remove you from the Festival site if you do not comply with all the obligations as contained within this schedule;
- You will not be permitted to operate your stall or outlet if you or your personnel do not satisfy the licensing requirements of the Local Authority;

12.2 In the event of a substantive non-compliance you will be held liable for all consequential costs as identified by the Trowbridge Village Pump Festival and your paid fees will be forfeit.