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DARLEY PARK WEEKENDER

Friday 30, Saturday 31 August and Sunday 1 September 2024

CATERING EVENT INFORMATION TERMS AND CONDITIONS

In these terms and conditions, the phrase 'organiser' means Derby City Council and the term 'catering concession' means the company, organisation or individual booking a stand space and includes all employees and agents of such company, organisation or individual.

Terms and Conditions

1. Booking & Payment Terms

- 1.1. Payments can be made by credit/debit card.
- 1.2. Where a deposit invoice is raised payment must be made within 14 days otherwise the space will be released. A booking is not confirmed until the invoice is paid.
- 1.3. Pitch fee is 25% of takings, till readings will be taken at the end of each night. The commissions amount is to be agreed between Derby City Council and the concession owner. An invoice for the full amount will be issued within 2 business days and payment will be required within 14 days.
- 1.4. Catering concessions must reimburse the organiser on demand for any irrecoverable VAT due to HMRC from the organiser as a consequence of the Catering concession's occupation and use of the allocated space.
- 1.5. Bookings will only be confirmed on receipt of all the required documents including proof of public, products & employer's liability insurance cover, risk assessment and application form. If there is a dispute as to whether all the required documents have been provided, the organiser's decision will be final.
- 1.6. A deposit will be required to reserve your space at the event (returnable via the original method of payment after the event in conjunction with the terms set out in the cancellation policy), the total cost of the deposit is due upon booking with the payment date being 2 weeks from the date of the contract sent by the organiser. Payment can be made either by accessing the link on the 2nd page of the invoice, over the phone by calling **01332 255800**, selecting **option 1** or in person at the Sales and Information Centre, Guildhall Theatre, Market Place, Derby, DE1 3AE.
- 1.7. The organiser reserves the right to refuse an application for trading at their discretion.

2. Cancellation Policy

- 2.1. In the event of cancellation by the concession provider the following charges will be applied, all decisions made are at the discretion of the organiser:
 - More than 6 months prior – a full refund will be issued;
 - Between 6-5 months prior – 50% refund of the total charges plus the deposit;
 - Less than 5 months prior – No refund - 100% of total charges including the deposit
- 2.2. All cancellations must be received in writing to the organiser. The cancellation charge will be calculated as to the date the written cancellation is received by the organiser.
- 2.3. Should a Catering concession's organisation go into receivership or become insolvent (within the meaning of the Insolvency Act 1986) prior to the event, the organiser will cancel the space and impose the charges set out in this clause unless otherwise agreed in writing with the Catering concession or required by law.
- 2.4. If a Catering concession fails to occupy the site by the time required on the day of the event, the Catering concession will not be able to gain access to or use the site until it deemed safe to do so. No refund will be given in this instance.
- 2.5. The Event Organiser will not accept any abusive behaviour towards staff or other traders. If any incidents occur the trader in question will be removed from site with no refund given.

- 2.6. We will only refund the deposit after the event, less any costs of any cleaning up or reinstatement work necessary.
- 2.7. All Catering concessions must report to the site office at the pre-agreed arrival time and must occupy the space allocated to them for the duration of the entire trading times for the 3 day event, as stated in the application approval contract. Failure to comply with this will result in their site being forfeited. No refunds of any monies will be given in this instance, and any money whilst trading will be invoiced after the event at the 25%.

3. Space

- 3.1. The event is held on grass only. There is no hard standing spaces at this event.
- 3.2. The space booked and confirmed by the Catering concession must include sufficient room for all ropes, tow bars, accessories and equipment required for the Catering concession.
- 3.3. Once the allocation is confirmed and accepted by the Catering concession a space cannot change unless a new agreement is entered into.
- 3.4. Stands must be securely weighted/fixed into the ground (depending on ground type).
- 3.5. You will be allocated your space on arrival within the price area booked. The organiser will not advise you of your location prior to arrival.
- 3.6. Change of space on arrival or during the event is NOT permitted under any circumstances other than as required in the interests of health and safety (as determined by the organiser).
- 3.7. If a Catering concession fails to fully occupy the pitch allocated, the organiser reserves the right to move the Catering concession to another pitch with no refund being given.

4. Electricity

- 4.1. If you are using a gazebo then this must be fire retardant. Checks will be done on arrival and during the event.
- 4.2. If you are using gas you are only permitted to have enough gas for 1 day's trade, all spares must be stored in line with your fire risk assessment.
- 4.3. You must have a minimum of 1 x 6kg powder extinguisher for every 2 x 47 kg gas cylinders and a fire blanket. They must also be yearly tested / serviced by a competent engineer with certification provided.
- 4.4. If you are using deep fat fryers you should have wet chemical extinguishers.
- 4.5. For all caterers not using gas there is a minimum requirement of a 2kg CO2 fire extinguisher. Checks will be done on arrival and during the event, non-compliance of these regulations will result in removal from site.
- 4.6. You must provide a copy of the Electrical Installation Condition report, LPG and Generator Maintenance certificate to us within two weeks from the date of the catering concessions contract.
- 4.7. Portable Appliance Testing (PAT) - To meet the requirements of both the existing legislation and the new 'Electricity at Work Regulations', it is necessary for all operators who use electrical appliances on site to have their equipment PAT tested. All items which are going to be used should have a sticker showing the safety test date, as well as a reference number. All operators will have a copy of the test certificate on site, which will list all the equipment to be used and show the same reference numbers. DCC/Derby LIVE reserve the right to check all equipment. Any electrical appliances without a PAT Certificate CANNOT be used. Spot checks will be carried out by the DCC Health and Safety Dept.
- 4.8. You will be provided with 1 x 16amp Single Phase Ceeform supply. If more is required, please email us at: spacehire@derby.gov.uk. Power is available from 12:00pm (10:00am on Friday 30 August) until one hour after the event finishes each day.
- 4.9. If you require overnight power, please email us as soon as your application has been approved at: spacehire@derby.gov.uk there may be an additional charge for this.

5. Security

- 5.1. Personal items are left on stands at the owner's / 's risk. The organiser takes no responsibility for items left unattended or for the security of the Catering concession's property.
- 5.2. The organiser reserves the right to undertake security checks as deemed necessary and to refuse entry to vehicles or personnel at their discretion.
- 5.3. It is the Catering concession's responsibility to read and comply to the important security information enclosed within the application. Failure to comply with the information supplied will result in removal from site.

6. Litter

- 6.1. It is the Catering concession's responsibility to remove litter from their immediate area and to keep their area tidy and remove their litter from the site at the end of the event.
- 6.2. Any Catering concession who leaves litter will be charged a litter deposit in future years.
- 6.3. Sacks are to be used for rubbish. These are to be provided by the Catering concession.

7. Access

- 7.1. Access and egress procedures for the site will be advised prior to the event within the welcome pack.
- 7.2. Set up details will be advised prior to the event in the welcome pack
- 7.3. All Catering concessions must report to the site office at the pre-agreed arrival time and must occupy the space allocated to them for the duration of the entire trading times for the 3 day event, as stated in the application approval contract. Failure to comply with this will result in their site being forfeited. No refunds of any monies will be given in this instance, and any money whilst trading will be invoiced after the event at the 25%.
- 7.4. All deliveries to Catering concession must be made within the designated vehicle movement times. Delivery vehicles will not be allowed access onto the site outside of these times. Please note: vehicles must not be on site outside of the given vehicle access times. Any vehicles trying to gain access outside of these times will be sent away.
- 7.5. Access through the site may be via a one-way system.
- 7.6. Vehicles should drive forwards at all times, where reversing cannot be avoided a Banks person must be provided.
- 7.7. Parking arrangement details for Catering concession's will be advised prior to the event in the welcome pack
- 7.8. A valid pass must be clearly displayed at all times both on site (if within the allocated space) and in offsite car park (if applicable).
- 7.9. A speed limit of 5mph is in force whilst on site due to pedestrian access and hazard lights must NOT be used at any time. Failure to comply will result in loss of your vehicle pass.
- 7.10. Vehicle passes will be provided within your welcome pack in due course. Each vehicle pass will be unique to the vehicle, passes are not to be tampered with.
- 7.11. Requests for additional vehicle access passes must be made via spacehire@derby.gov.uk.
- 7.12. No elements of any stand may be dismantled prior to the official end time of the event unless previously agreed by the events team.
- 7.13. Catering concession stands must be cleared no later than the agreed time within the welcome pack. At this time the organiser will remove any equipment, goods etc and dispose of them as it sees fit. Costs associated with this will be charged to the Catering concession.
- 7.14. In the event of an emergency and you wish to move your vehicle you must discuss this with a steward. The stewards will escort you off the park;

8. Health & Safety

- 8.1. It is the catering concession's responsibility to comply with all COVID 19 regulations, health & safety and fire legislation.
- 8.2. The catering concession is required to obtain and maintain public liability insurance (including products liability if selling) with a minimum level of indemnity of £10 million and employer's liability insurance with a minimum level of indemnity of £10 million. This must be submitted at the time of booking.

- 8.3. Should the catering concession's insurance documents not cover the event date, the current form should be submitted with the replacement document being sent once it comes into force. In these cases, the replacement document must be received prior to the event start date.
- 8.4. A company health and safety policy must be in place if a company employs more than 5 people, this may be requested by the organisers.
- 8.5. Catering concessions are to provide confirmation of insurance.
- 8.6. The operator will comply with all statutory requirements are maintained and that the vehicle complies with the Food Hygiene (Market Stalls and delivery Vehicles) (Amendment) Regulations 1966, the Food Hygiene (Amendment) Regulations 1991, the Food Safety Act 199, the Food Safety and Hygiene (England) Regulations 2013 and the Food Information Regulations 2014 and all other relevant legislation.
- 8.7. The operator shall conduct its business at the site so as to satisfy the requirements of the Health and Safety at Work (etc.) Act 1974 and regulation made under it.
- 8.8. Operators and their staff hold a minimum of an up to date Level 2 qualification in Food Safety in Catering, proof of this must be sent to the organiser.
- 8.9. The operator should have received a minimum of Level 3 (Satisfactory) Food Hygiene rating in their most recent Food Hygiene inspection, proof of this must be sent to the organiser.
- 8.10. Food Hygiene rating covers food information regulations as well
- 8.11. The operator shall ensure that they carry out regular risk assessments for their catering units. Further information please visit – www.food.gov.uk/business-industry/food-hygiene/haccp a copy of the latest risk assessment must be provided with your proposal
- 8.12. The Catering concession is responsible for all equipment bought onto site and for ensuring all insurances are obtained and contractual obligations met.
- 8.13. The Catering concession is responsible for all stand conduct, public handling of goods, all consequential and other injury or loss.
- 8.14. The Catering concession shall not knowingly do or omit to do anything to jeopardise the organiser's insurances or licences in connection with the event.
- 8.15. The Catering concession will fully indemnify and keep the organiser fully indemnified against all actions, claims, costs and expenses and liabilities including legal fees arising under statute or common law from:-
 - Injury to or the death of any person; and/or
 - the loss of or damage to the premises or any property including any property belonging to the organiser; and/or
 - any other financial loss;to the extent that such actions, claims, costs, expenses, loss and liabilities are due to any breach of the Catering concessions obligations under these terms and conditions or any act, omission, default or negligence of the Catering concession or the Catering concessions employees or agents (except and to the extent that such actions, claims, costs, expenses, loss and liabilities arise solely out of the act, omission, default or negligence of the organiser, its employees or agents).
- 8.16. Catering concessions participate at their own risk.
- 8.17. All Catering concessions must hold suitable and sufficient fire-fighting equipment at their stand and all staff must be trained in its use and hold the relevant certification.
- 8.18. Marquee structures must adhere to fire regulations and must be securely and safely constructed.
- 8.19. The organiser reserves the right to request that a Catering concession leaves the site for any reason, or close any stand that they deem is unsafe or a risk to the general public, or that does not adhere to the terms and conditions. There will be no entitlement to refunds in this situation.
- 8.20. In the case of an emergency please notify one of the organisers immediately. Ensure that all persons are removed in a calm and effective manner and access routes left clear for emergency services.
- 8.21. Derby City Council's health and safety policy is available on request.
- 8.22. The organisers will monitor health and safety for the duration of the event. Visits will be made throughout the event to ensure that stands comply with all terms and conditions.

- 8.23. All drinks must be supplied in cans, plastic containers or similar. Glass or ceramic containers and bottles must not be used or sold.
- 8.24. All Catering concessions must complete the health and safety documentation requested, a risk assessment and supply the necessary documents requested.
- 8.25. Gas appliances must be fully tested and relevant certificates available on site for inspection. Anyone carrying out work on gas appliances or fittings must be competent and a Gas Safe Registered engineer with the required qualification for LPG catering equipment on mobile units. Gas engineer registration can be checked at www.gassaferegister.co.uk
- 8.26. All LPG information needs to be noted in the Event Fire Risk Assessment and the relevant information must be obtained from the contractor to be included in this.
- 8.27. Catering concessions must supply any Vehicle tax, MOT and Insurance (where applicable) for all drivable catering units.
- 8.28. Catering concessions are responsible for all third parties associated with their stand and for ensuring relevant insurances are held to the amounts set out in clause 2 of this section.
- 8.29. Catering concessions using equipment and machinery during the event must ensure that suitable guards and safety devices are in place. All machinery must be properly maintained in accordance with the Provision and Use of Work Equipment Regulations 1998 (PUWER).
- 8.30. It is the Catering concessions responsibility to ensure that the public have no access to any hazardous areas.
- 8.31. Contractors must at all times comply with the Work at Height Regulations 2005 to ensure; all work at height is properly planned and organised, and suitably and sufficiently risk assessed. The risks from work at height are assessed and appropriate work equipment is selected and used. Any collective or personal protection equipment must be suitable and effective. The equipment used for work at height is properly inspected and maintained. The risks of working on or near fragile surfaces are properly managed. Those involved in work at height are competent.

9. Equality & Diversity

- 9.1. It is the Catering concessions responsibility to make themselves aware of the organiser's Equalities & Diversity policy, which can be located on their website at: www.derby.gov.uk
- 9.2. The Catering concession agrees to comply with the organiser's Equality & Diversity Policy at all times whilst on the organiser's property or using the organiser's facilities.
- 9.3. The Catering concession accepts and agrees that any transgression of the aforementioned policy will be the sole responsibility of the Catering concession.
- 9.4. The Catering concession accepts and agrees that they will be solely responsible for the scope and extent of any consequences of a breach of the Equality & Diversity Policy.

10. Extreme Weather Conditions

- 10.1. In the event extreme weather event organisers will contact you to advise you on the conditions and whether the event is safe to go ahead.
- 10.2. The decision as to whether the event should go ahead will be based on the following:
 - Ground conditions on the day.
 - Vehicle movement and size of vehicles required on the site.
 - Attractions and layout of the event.
 - Number of people anticipated to attend.
 - Weather forecast available.
 - Fire risk.
 - Advice from the Emergency Services.

11. General Site

- 11.1. Event information will be sent out prior to the event with vehicle passes issued for set up.
- 11.2. No requests can be made for stand locations. Sites will be allocated on arrival at the organiser's discretion in the price area booked.
- 11.3. The organiser accepts no responsibility for loss or damage from an error in appointment of space or encroachment by one Catering concession into the space apportioned to another.
- 11.4. Stand heights must not exceed 5 metres in height without prior authorisation from the organiser.
- 11.5. Catering concessions are not allowed onto unauthorised or unallocated areas and must not obstruct any highway. Catering concessions must always comply with bylaws.
- 11.6. Sub-letting or sub-contracting of Catering concession space is prohibited.
- 11.7. Any Catering concessions found to be defacing another stand are responsible for making good the damage made and may be required to leave the site.
- 11.8. The organiser reserves the right to refuse or cancel entry with good reason.
- 11.9. The organiser may decline proposed Catering concession or order removal of, or remove without reason. It is the organiser's discretion on any refund.
- 11.10. Stands are expected to be of a high standard. The organiser reserves the right to remove any untidy stands.
- 11.11. No Helium balloons, replica weapons or drones are to be sold, given away or used to decorate stands.
- 11.12. The use of microphones or amplifiers on stands is prohibited. The organiser reserves right to demand removal if found on site.
- 11.13. No roving sales are allowed unless previously agreed by the organiser.
- 11.14. No water will be provided. The Catering concession must inform the organiser if they wish to bring water onto site in order to comply with wastewater regulations.
- 11.15. Catering concessions are to ensure that they are available on site to receive all deliveries.
- 11.16. Catering concessions must be present at the stand, at all times during event times.
- 11.17. Catering concessions are not permitted to call out from stands.
- 11.18. Catering concessions must leave their site in the condition they found it in. Should any damage be made, the organiser will charge the repair costs to the Catering concession.
- 11.19. No obstruction of gangways or open spaces is allowed. No signs or projection may be hung over gangways or open spaces or in any way affect neighbouring displays.
- 11.20. The organiser will not provide any storage for equipment or stock.
- 11.21. Access to sites by the organisers or their representatives must be allowed at all times throughout the event.
- 11.22. Camping is not permitted on site.
- 11.23. No overnight sleeping is allowed on site.
- 11.24. Any Catering concession found to be sleeping on site will be asked to leave immediately and their trading pitch will be forfeited by the organiser for the remainder of the event.
- 11.25. Any Catering concession found to be trading later than the permitted finish times will have their trading pitch forfeited by the organiser for the remainder of the event. No refunds will be given in this instance.
- 11.26. The Catering concession is responsible for ensuring that all goods sold on stands comply fully with UK and European Consumer Laws with regards to safety, fair trading, price display, food and weights & measures. Any services provided and statements about services provided should comply with trading standards legislation. Trading standards advice can be found on <https://www.tradingstandards.uk/>
- 11.27. All food outlets must comply with current food safety and occupational health and safety legislation. Details are in the Mobile Catering Units Information Pack, available from the Council's Environmental Services Division. Please contact 01332 641949 to obtain a copy.
- 11.28. The food outlets may be inspected on the day of the event by officers from the Council to check compliance with the required standards.
- 11.29. On no account should any goods be sold that infringe any copyright or trademarks.

- 11.30. The Catering concession is responsible for any faulty or mis-described goods sold by them. The organiser will accept no responsibility for any contractual liabilities of the Catering concession. In the event of a contractual dispute, the Catering concessions business details may be passed any person who in the reasonable opinion of the organiser has good cause to request such details, and such disclosure shall be conclusively deemed to be made with the Catering concessions consent.
- 11.31. Catering concessions are required to display full details of business owners on stands.
- 11.32. Catering concessions are advised to take out cancellation cover. The organiser is not liable for refunds or compensation in regard to the event including cancellation or curtailment for any reason beyond the reasonable control of the organiser.
- 11.33. A Street Trading Licence is required to trade; proof of this must be sent to the event organiser when requested.
- 11.34. No food, confectionary or drink may be sold or given away from your stand unless previously agreed with the organiser.
- 11.35. To ensure that the event is as successful as possible we endeavour to minimise any conflicts, but unfortunately, we cannot offer exclusive rights for a specific offer.
- 11.36. No alcoholic drinks may be brought into this event on Friday or Saturday by attendees, on these dates they will be confiscated at the gates and disposed of. Alcohol on the Sunday will be limited to:
2 x unopened cans of beer/cider/premixed spirits per person
Or
1 x 75cl sealed plastic bottle of 'bubbles' (wine/prosecco/champagne) per person.

12. Freedom of Information

- 12.1. The organiser has obligations and duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. The Catering concession acknowledges that the organiser may be required to provide information relating to the booking or the Catering concession to a third party in order to comply with its obligations under these provisions.

13. Applicable Law

- 13.1. These terms and conditions will be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

14. *All decisions made by the Event Team in the above matters are final;*

15. *Requests made by the Event Team on the day of the event must be met. Failure to do so could result in you being asked to leave the site and no refunds of monies being made.*

I have read and understood the above terms and conditions of the contract between the Catering concession and the organiser, and agree to adhere to all terms.

Catering concession business name _____

Full name _____

Signed _____

Date _____

Please return to spacehire@derby.gov.uk