

**DAVENTRY TOWN COUNCIL (DTC)
TERMS AND CONDITIONS FOR TRADERS**

Event: Daventry Food Festival

Date: Saturday 21st September 2019

Time: 10:00 – 4:00pm

Location: Daventry High Street, Daventry, Northamptonshire, NN11 4BT

1. Trader's undertakings

The trader agrees and undertakes:

- 1.1 To provide and operate at their own expense the agreed outlets, all equipment, fuel necessary for the efficient running of the outlets and the provision of the specified services.
- 1.2 At all times to observe and comply with the statutory or other requirements, rules, regulations and byelaws (including those set down by the HSE, Fire Service or other competent authority) relating to the said outlets and use thereof.
- 1.3 The Trader must carry public liability Insurance with a reputable Insurance Company to a minimum of FIVE Million Pounds in respect of any one event or series of events. A copy of the insurance policy must be provided to DTC by Monday 5th August 2019.
- 1.4 At any time during the event to permit the duly authorised officers of DTC to enter the said outlets for the purpose of examining the conditions thereof or for any other reasonable purpose deemed expedient by DTC.
- 1.5 Not to do or permit anything which in the opinion of DTC may be a nuisance or annoyance or in any way interfere with the comfort and enjoyment of all persons rightfully using the Site.
- 1.6 To keep the designated space clean and tidy and clear of rubbish and to leave the same in a clean and tidy condition and free of the Traders equipment and goods at the end of the event.
- 1.7 Not to obstruct the access ways or cause the same to become dirty or untidy nor to leave any rubbish on them.
- 1.8 Not to display any signs or notices at the designated space without the prior permission of DTC.
- 1.9 Daventry Town Council is charging a £40 refundable deposit on this occasion. The deposit is to be paid either via cheque, cash or BACs on or before Monday 5th August 2019. The deposit if you turn up at the event on Saturday 21st September 2019. Failure to attend on the day, or cancel within 7 days of the event happening, the deposit will not be refunded and will be used towards the Mayors charity. Deposits will be refunded via cheque within 10 working days of the event taking place.
- 1.10 To provide all the requested documentation as set out on page 3 by Monday 5th August 2019. A stall space is not guaranteed until all information and requested documentation has been received and we have written to the trader confirming their space.

2. General:

- 2.1 This agreement may be revoked by DTC by notice if the Trader fails to observe and perform any part of the agreement.
- 2.2 DTC gives no warranty that the space designated to the Trader is legally or physically fit for the purposes specified.
- 2.3 DTC shall not be liable for the death of or injury to or for any damage to any property of or for any losses, claims, demands, actions, proceedings, damage, costs or expenses or other liability incurred by the Trader.
- 2.4 If the Trader is selling or displaying items other than the specified goods or is likely to be selling or displaying items which are not likely to be in keeping with the spirit of the event or is not behaving in accordance with strict standards of correct and decent behaviour demanded by

DTC, DTC or the Police shall be entitled to turn away or remove the Trader from the site of the event.

- 2.5 If any vehicle or supply vehicle belonging to the Trader is deemed by DTC to be causing an obstruction, DTC or the Police shall have the power to remove the same to any other reasonable position on the site at no cost to DTC.
- 2.6 Similarly, in a case of inclement weather during or before the event, DTC may move or direct the Trader to alternate areas at no cost to DTC.
- 2.7 Traders shall provide and maintain sufficient rubbish bins around the immediate vicinity of their vehicle/s (and any supply vehicle) and ensure that these are emptied regularly and kept tidy.
- 2.8 The Trader shall keep and maintain sufficient fire extinguishers and / or other safety equipment and make proper safety arrangements and ensure that all such equipment is operable and ready for use at all time during the event.
- 2.9 If the Trader unreasonably damages the ground and immediate vicinity of their designated space including trees, shrubbery, flowers etc. they shall reinstate the same to the condition in which they found it.

3. Goods and Services:

- 3.1 The goods and services offered to the public will be of the highest possible standard and should be offered at prices which are consistent with those normally charged in the same trade or business in the Northamptonshire area.
- 3.2 The Trader shall display prominently the prices of all goods being sold.
- 3.3 All generators / electrical equipment must be protected from the public and used in a safe manner. Once on site the Trader must ensure that all vehicles are safely parked and managed.
- 3.4 The identity of the Trader shall be clearly and prominently displayed at all times and shall give the trading name and address of the Trader.

4. Trading:

- 4.4 On Saturday 21st September Traders must be in position by 9:00am.
- 4.5 Trading is to commence by 10:00am and continue through to the end of the event at 16:00.
- 4.6 Vehicles should aim to be off site as soon as possible after the event.

5. Site Management & Designated Spaces:

- 5.1 Traders should arrive at the site no earlier than 7:00am and no later than 9:00am. No vehicles will be allowed on and off site for restocking purposes during the event.
- 5.2 Private cars must not be parked on the event site and it is the sole responsibility of the Trader to find suitable alternative parking for their own car or other surplus vehicles.
- 5.3 Traders must only sell those goods agreed.
- 5.4 Vendors wishing to serve Alcohol must apply directly to Daventry District Council for a Temporary Events Notice.
- 5.5 For safety reasons once positioned no vehicle will be permitted to move on site for the duration of the event unless with the express authority and agreement of DTC or the Safety Officer in which case proper safety procedures shall be followed.

I have read and agree to comply with the terms and conditions within this document

Trading Name: _____ Name: _____

Signature: _____ Date: _____



A copy of this signed form **MUST** be returned to Daventry Town Council no later than Monday 5th August 2019, along with the other relevant documents requested. Please see below checklist. Failure to provide this documentation will mean that you are unable to participate in the Food Festival. This form can be sent either via email to events@daventrytowncouncil.gov.uk or via post to Daventry Town Council, 3 New Street, Daventry, NN11 4BT.

CHECKLIST OF DOCUMENTATION FOR TRADERS

Document	Attached
Signed copy of Terms and Conditions	
Brief description of goods to be sold and a history of the business (to be supplied in Word Format)	
Business Logo (to be supplied in either JPEG or PNG format)	
Copy of Public Liability Insurance to show insurance of up to five million pounds	
Copy of Product Liability Insurance	
Copy of Employers Liability Insurance (if needed)	
Copy of Food Hygiene Training Certificates of all members of the team that will be attending on the day of the Festival	
Copy of Temporary Events License (if you intend to serve and/or sell alcohol on the day)	
Copy of Electrical and Gas Compliance Certificates of any and all electrical and gas equipment (if being used)	
Copy of Risk Assessment	
£40 deposit to be paid either via cheque (to Daventry Town Council), cash direct to the Town Council, or via BACs: Acc Name: Daventry Town Council Sort Code: 40-19-07 Acc Number: 01354558 Ref: DFF19T	

