



Terms and Conditions of Stall Hire 2015

Stallholders are advised to carefully read the following terms and conditions of stall hire prior to completing their application. They should also retain the copy of the terms and conditions for their future reference and guidance.

1. Each stallholder must possess current Third Party/Public Liability Insurance cover with a minimum sum of £5,000,000 and must produce documentary evidence to that effect, and send this with the application or latest by Friday 17th July 2015.
2. Applications for stall hire are accepted entirely at the discretion of Worcester BID. The decision of Worcester BID is final and no discussions will be entered into.
3. Stallholders must have their stalls set up and manned at all times during the opening hours which are as follows:

Saturday	1 st August 2015	10.00am - 5.30pm
Sunday	2 nd August 2015	11.00am - 4.00pm

Stalls must be set up by the time the event opens and must not be dismantled before the event closes. It is also essential that stallholders cease trading at the close of the event each day as detailed in the above opening times and ensure that stock is removed from the event area immediately. Worcester BID does not provide an overnight storage area. Set up and break down details to be provided in stallholder pack, if successful.

4. No vehicles may be parked in the event area other than for the purposes of loading and unloading. Times will be specified in the final stallholder information pack. Vehicle permits provided must be displayed upon entering the event area. Any cars parked in the area during the hours of opening of the event will be removed and the cost of removal recovered from the owner. Stallholders will need to make their own parking arrangements.
5. It is important that a good mix of stalls and merchandise is provided throughout the event area. Worcester BID will allocate appropriate positions at its discretion. The decision of Worcester BID regarding stall allocation is final and no discussions will be entered into. The stallholder agrees to accept the stall allocated. Worcester BID reserves the right to relocate stalls on the day of the event, if operational reasons require doing so.
6. Worcester BID reserves the right to withdraw products for sale that are not stated on the application form or that have been excluded as part of the stall offer, or to close the stall down. The application must be accompanied by accurate photographs and/or descriptions of the products and services.
7. Full stall payment and the electricity fee (where requested), or the deposit for a free stall for Worcester BID levy paying businesses, must be received by cheque upon application or by BACS latest by Friday 3rd July 2015. Cheques will be banked once a stall has been accepted. If you do not have a cheque book, please contact Worcester BID on 01905 731612 to arrange for BACS payment by return. Failure to provide full payment will result in only limited services being available to the stallholder and a late payment charge being applicable. Worcester BID reserves the right to withdraw the stall offer, if full payment has not been received. Please note that any payment returned by the bank will incur an administration charge of £25. The deposit paid by Worcester BID levy paying businesses is refundable after the event if all terms and conditions have been met.
8. In the event of a cancellation Worcester BID reserves the right to withhold the full cost of stall hire and electricity (where applicable). Any cancellations must be made in writing to Worcester BID and must be received within 1 week of stall confirmation.
9. Worcester BID cannot be held responsible for any forced cancellation of the event that is beyond the control of the event organiser. Should a situation occur where a cancellation is impending, stallholders will be informed as soon as the decision is made to cancel the event. This information will be communicated via email, on www.worcesterbid.com/foodie and the media.
10. All stallholders must comply with directions and instructions issued by Worcester BID and the official stewards. Failure to do so may result in the removal from the event.

11. Worcester BID reserves the right to refuse any stallholder entry to the event area.
12. Services offered, articles sold and any vehicles brought into the event area are at the risk of the stallholder. In particular the stallholder is at all times responsible for the safety of all items sold and/or held at the stall. Worcester BID cannot accept the liability for any damage to or loss of any items however caused.
13. No additional fixtures/products may be attached or displayed which extend beyond the dimensions of the stall structure. Any additional fixtures/products outside the designated stall are liable to be removed by Worcester BID event staff.
14. Each stallholder selling products of a high fire risk or using any heating equipment (e.g. hot plates, kettles or microwaves) must keep a fully operational, serviced, in date dry powder fire extinguisher on the stall and available for inspection and use at all times. A fire risk assessment form must be completed and be available for inspection. Worcester BID and Hereford and Worcester Fire and Rescue Service may make checks to ensure stallholders adhere to these conditions and reserve the right to close down the stall until remedial action has been taken.
15. The operation of any food business/stall must comply with the Food Safety Act 1990, Food Hygiene England Regulations 2006 and associated regulations, and the Health & Safety at Work etc. Act 1974 and associated regulations. Worcester City Council, as the governing body, has the right to terminate forthwith the operation of the business/stall if, in the opinion of any of its Worcestershire Regulatory Services officers, a serious breach occurs.
16. Sale of any food or drink shall be permitted provided that the prior written permission of Worcester BID has been obtained following receipt of accurate details of the types of food or drink to be sold and all relevant legislation complied with.
17. All stallholders selling food must notify Worcester BID in writing of the Local Authority to which they are registered by 17th July 2015.
18. All stallholders supplying and selling alcohol must hold a Temporary Events Notice (TEN) for the duration of the event, which must be obtained from Worcester City Council/Worcestershire Regulatory Services. The TEN must be available for inspection throughout the event by Worcestershire Regulatory Services.
19. An optional electricity supply can be requested by Worcester BID at the time of application and all electrical items intended to be used must be listed on the application form. The use of stallholders' own generators is not permitted. All electrical items intended to be used must be listed on your application form. Any electrical equipment, including plugs and flexes, must be maintained in a safe condition at all times and flexes in particular positioned so as not to create trip hazards or get in contact with water. All electrical equipment must be PAT tested before being brought into the event area. The use of appropriate outdoor plugs and equipment is required and no kettles for personal/staff use or other heating equipment (e.g. fan heaters) can be used unless explicit written consent has been given by Worcester BID.
20. The electricity supply is installed and provided by a third party reputable organisation. In the unlikely event of an equipment or power supply failure, Worcester BID will undertake reasonable steps to resolve the issue, but cannot be held responsible.
21. No additional power sources are to be used without the prior written consent of Worcester BID.
22. Any equipment used must not give rise to a noise nuisance to other stallholders or to neighbouring residential or commercial premises. If such nuisance should occur Worcester BID shall have the right to terminate forthwith the operation of the stall.
23. Any propane or butane (LPG) equipment should be in a safe condition and positioned and used in a safe manner. In particular:
 - a) Any LPG cooking or heating equipment must have been checked for safety by a gas installer listed on the GAS SAFE REGISTER, and current documentation kept available for inspection by Worcester BID.
 - b) Only serviceable and safe flexible hoses and hose clips, made for LPG equipment, must be used.
 - c) Gas bottles must be placed in a safe and secure position at least one metre from openings into adjacent vehicles or structures and external sources of ignition.
24. Any equipment used for cooking/heating must be placed in a position which is not accessible by the public, particularly children. It must also be placed on a stable surface in a position which does not present a risk of injury to stallholders, their staff or anyone involved in the operation of the event.
25. Failure to comply with the above terms and conditions will result in the immediate termination of the operation of the stall, where appropriate.

Terms and Conditions of Stall Hire may be subject to amendment – you will be notified of any changes.