Great Get Together Festival and Armed Forces Day 2013

Trader terms and conditions

This document must be read along with the stalls application form.

All regulations must be adhered to for the duration of the event unless otherwise stated. Food traders have additional regulations that must be complied with.

Please ensure that all individuals taking part with you (or on your behalf) at the event have a copy of this document.

If any participant does not comply with the regulations the event organiser reserves the right to remove them and their display from the site without any obligation to refund payment. In addition, the participant may be charged removal costs.

Attendance constitutes acceptance of these conditions and unconditional agreement and adherence to all terms and conditions detailed within this document and any that may be in place at the time of your visit.

For the purposes of this document:

Participant refers to any person, firm, company or organisation or sub-contractor exhibiting, selling, carrying on business, or operating at, or participating in The Great Get Together Festival and Armed Forces Day event 2013 and shall also include all directors, employees, or agents thereof.

Event organiser refers to the Royal Borough of Greenwich.

Pitch Allocation

You will be allocated a confirmed pitch by the event organiser only when you have sent in full payment and all your documents have been approved as requested.

The event organiser reserves the right to refuse or cancel any application which may already have been accepted. The event organiser reserves the right to require participants to move from their allocated pitch should operational requirements necessitate this.
Sub-letting

Participants must not sub-let or joint-let any part of their pitch.

Cancellation by the event organiser

Full details of the cancellation policy will be sent to all approved participants before their payment is accepted.

In the unlikely event of all or part of the event being postponed or abandoned, or in the event of failure or curtailment of any supplies, services or facilities offered to the participants due to strikes, lockouts or other circumstances beyond the control of the event organiser, the event organiser shall not be liable in any way whatsoever in respect of any expenditure, damage or loss sustained or incurred by the participants.

If the event organiser cancels the event for whatever reason after the participant has paid for their pitch, the event organiser will offer a 50% refund towards the cost of the pitch as laid out in the application form or as agreed with the participant.

The participant agrees to accept the event organiser’s offer of a 50% refund as complete settlement and discharge, and will not claim against the event organiser for any other costs or expenses incurred.

Traders are urged to research the likely demand for their product by visitors to the event.

Display content

Displays must not, wholly or partly, comprise the following:

- Auctions of any kind
- Gaming machines
- Second hand powered electrical appliances – other second hand goods only allowed at the discretion of the event organiser
- Potentially or literally dangerous goods including knives, guns or similar
- Alcohol of any kind including low alcohol products
- Age restricted goods including spray paints, tobacco products and fireworks
- Food or beverages, with the exception of food traders, unless agreed otherwise
- Goldfish or other livestock
- Broadcasting or playing amplified music

Any type of display, entertainment or activity that is political, religious or controversial is generally not allowed, except in certain circumstances, at the sole discretion of the event organiser.
Commercial lucky ticket style stands are excluded. Displays comprising a lottery must comply with the provision of the Gambling Act 2005 (small lotteries) and their inclusion must be agreed in advance with the event organiser.

Non-commercial charity tombola stalls or similar are permitted at the sole discretion of the event organiser.

If your activities need any kind of licence, it must be available for inspection at the event. All participants must display a clear sign bearing the name of their organisation, with their name and address.

Signs and exhibits must not be placed in such a way that they overshadow or obscure any neighbouring displays.

Participants must not use any amplification unless previously agreed in writing with the event organiser. This includes the use of radio frequency microphones or loudhailers.

All goods offered for sale must be available for inspection prior to purchase and clearly marked with the price.

**Selling bottled water**

If you intend to sell bottled water on your stall a fixed fee applies: £1.00 for a standard 550 ml bottle

**Children**

Participants must not offer/carry out any treatment/consultation to a child (0-18 years of age) unless a parent or guardian accompanies the child and their permission has been obtained. All participants must adhere to Royal Borough of Greenwich Policy in respect to the proper care and protection of Lost Children.

**Vehicle access and parking**

Participants must provide their vehicle registration number to the event organiser in advance to get a vehicle pass. Each application will be allocated one vehicle pass. These passes will give entrance to the event site for the unloading and loading of vehicles at specified times outside of the event opening hours. No vehicles allowed on site without a pass.

THE PASS DOES NOT PERMIT YOUR VEHICLE TO BE PARKED NEXT TO YOUR STALL FOR THE DURATION OF THE EVENT.

Passes must be prominently displayed on the windscreen and must carry a mobile phone number.
Only vehicles that form an integral part of the stall pitch will be permitted to remain onsite for the duration of the event. Strict rules apply to this and permission must be agreed in advance with the event organiser.

All other vehicles can park in one of the event car parks next to the site or elsewhere off site. A parking space in the stallholder car park costs £5.00 per vehicle payable in advance. The car park opens early to cater for trader vehicles when they leave the site. If your vehicle will take up two or more parking spaces please contact the event organiser in advance.

If you choose not to park in an event car park please be aware that it may be difficult to park in the roads next to the site. Many surrounding roads will have temporary parking restrictions in force.

**Vehicle movement**

All traffic to, from and within the site must use designated routes and entrances.

All vehicles should show hazard warning lights, proceed at no more than 5 mph and be escorted by a banksman. Drivers must comply with all directions and other requests from security and other personnel.

Once stall set up is complete, vehicles will need to leave the site by a designated time and vehicles will not be let back on site until the designated time. Designated times will be displayed on the trader vehicle pass.

**Sponsorship**

Participants must not acknowledge or accept the support of a sponsor without prior permission being obtained from the Organisers.

**Security**

Participants are responsible for the security of all goods on their pitch.

**Distribution of leaflets**

No promotional material is allowed to be distributed outside the area of the Participant’s pitch.

**Exhibitor and trader lists**

The event organiser may circulate a list of exhibitors and traders to the media prior to the event.
Eviction of participants

The event organiser reserves the right to evict any persons whose presence in the event is deemed to be prejudicial to the best interest of the event.

Non Compliance with regulations

Failure to comply with the above regulations will result in pitch allocation withdrawal. The event organiser’s decision is final.

Health and Safety – rules and guidance

The event organiser has a duty to ensure that the event takes place in the safest possible environment. Participants in this respect are reminded that as an employer, they too have specific legal duties under the Health and Safety at Work Act 1974.

Section 2 of the act states that it is the duty of every employer to ensure so far as is reasonably practicable, the health, safety and welfare at work of all their employees and or volunteers.

Section 3 states that activities are carried out in such a way as to ensure, so far as is reasonably practicable, that all persons NOT in your employment who may be affected by your operations are not exposed to risks in their health and safety.

Public Liability insurance

We strongly urge all participants to obtain public liability insurance and, if applicable, product liability insurance to cover their own legal liability arising out of their participation in the event.

All food stalls must have a minimum cover of £5 million per incident. Each food trader must have up to date public liability insurance and employers liability insurance for any staff they have working on the day.

No liability will be accepted by the event organiser, their servants, agents, independent contractors or sponsors for any injury (including fatal injury), illness, damage or loss whatsoever directly or indirectly occasioned to person or property, subject to the provisions of the Unfair Contract Terms Act 1977.

There are a range of insurance policies available especially for market traders covering their trading at events.

This insurance protects the trader from any liability if a customer happens to get injured. It can also protect the trader from liability associated with the products that they sell. Without this insurance, a trader could find themselves in serious financial trouble should an accident occur. If a trader has purchased public liability insurance
and product liability insurance they are then covered for trading at any relevant market or event in the UK.

As with most types of insurance, these insurance policies are all about protection. They protect not only the trader but the customers as well. Should a customer get injured, the insurance will help cover the costs associated with their injury.

Traders can purchase public liability insurance and product liability insurance at a reasonable cost from a range of insurers including:

National Market Traders Federation - http://www.nmtf.co.uk
By registering with the NMTF (National Market Traders Federation) traders are offered a free market trader insurance package consisting of public liability insurance and employers liability insurance.

Combined Market Traders Insurance Association - http://www.cmtia.co.uk/
CMTIA

Market Traders Insurance http://www.markettradersinsurance.co.uk/

Blackfriars Group
http://www.blackfriarsgroup.com/liability_insurance/markettraders.html

**Temporary Structures**

It is the responsibility of participants to ensure that any structures i.e. gazebos, tents etc. used at the event are inherently safe and wholly fit for purpose and set up by competent persons.

Stakes and ropes used to support the structure must not present a trip hazard
Particular care should be paid to the position of supply pipes and wires/cables. Any ropes, pipes or cables running along the ground must be safely covered by matting, cable covers or similar.

All structures will be subject to a visual inspection for safely. This is at the discretion of the event organiser and it is paramount that each exhibitor carries out their own inspection and safety procedures in line with their duties of care under the Health and Safety at Work Act 1974.

The event organiser reserves the right to prohibit the use of structures and if necessary remove them from the event site if they are deemed unsafe.

**Food traders please note:**

Structures must be of sturdy construction, weatherproof, windproof and designed and constructed to prevent the ingress of water and pests.
Roof coverings and walls should be manufactured from a material that is flame retardant to BS5438 and marked accordingly.

Marquees, tents etc must be fully covered on the top and three sides to protect food and catering equipment from contamination. This includes food preparation/ equipment/ food storage areas and extensions to food preparation/storage/ wash up areas.

Surfaces must be easy to keep clean and be free from condensation and mould growth.

**Power**

Silent diesel generators are permitted on the condition that a nuisance is not caused to either other traders or the public. Generators need good ventilation and must be stored safely and away from combustible materials. They must be suitably secured away from public areas or fenced in. Drip trays must be used to in the event of any spillages.

Petrol generators are NOT permitted under any circumstances.

Equipment must not be running whilst refuelling and care should be taken to avoid fuel spillage. All fuelling operations must be carried out by a competent person.

The event organiser reserves the right to demand the removal or cessation of any equipment which it deems unsafe or about which complaints are received.

Fuel used and stored must be kept in an appropriate fuel transport container with a screwtop lid. Containers must comply with all legal safety requirements. No more than two gallons of fuel may be stored. The event organiser will arrange a safe fuel storage area onsite – please contact the event organiser in advance for details.

**Liquid Petroleum Gas (LPG)** - the use of bottled gas for cooking requires special consideration. If this is on a mobile rather than a temporary stall, the trader should have a gas safety certificate covering its installation. For full details please refer to the guidelines set out by the Chartered Institute of Environmental Health.

**Electrical installation**

All electrical wiring and appliances must have been tested by a qualified electrician. An up to date copy of your test certificate (Preferably NICEIC approved) must be available for inspection.

Electrical sockets must not be overloaded. Cables must be fully insulated where attached to metal framed structures.

Cables must not be dug into the ground without prior permission.
Generators and cables must not be accessible to the general public. Barriers must be provided by the participant and be set up appropriately to prevent this.

**Moving machinery and equipment**

A large number of visitors will not be familiar with certain equipment or machinery. Moving parts must be properly guarded. Continuous safety precautions must exist and be maintained throughout the event. Children require special consideration.

All self-propelled implements and vehicles must be immobilised and battery leads must be disconnected when not in use.

This does not apply to equipment and vehicles which need to be operative for display purposes or which are in attendance for emergency situations during the course of the event.

**Fire Precautions**

All participants using bottled gas are required to have the apparatus checked to ensure it is safely installed.

Participants are reminded of the need to comply with the Regulatory reform (Fire Safety) order 2005 whereby the onus is now firmly on you the employer to have in place adequate and sufficient fire safety arrangements and to have adequate and sufficient risk assessments in place and available for inspection.

If you are a catering contactor or have any enclosed display unit you must provide fire extinguishers.

**Microphones or Amplified Sound Equipment**

The event organiser reserves the right to prohibit any activity which, in their opinion, is causing annoyance to other participants and or visitors. This includes buzzers, bells, music (live or recorded), microphones and flashing lights.

This also includes the use of roaming promotional staff and distribution of promotional materials outside your own pitch. Where neighbouring participants cannot mutually agree on levels of such activities the event organiser will act as arbiter. Their decision is final.

**Damage to site**

When setting up, dismantling and removing structures or anything else related to their trading activity, participants must ensure that no damage is caused to the site - carriageways, footpaths, hard standing or grassland areas (whichever is applicable).

Failure to do so will result in the participants being liable to the cost of reinstatement which will be undertaken by the event organiser.
Disposal of refuse

Participants must comply with the arrangements made by the event organiser for waste disposal on site.

The event organiser will be responsible for maintaining the cleanliness of the public area between stands, but participants are responsible for the maintenance of tidy and hygienic conditions in the immediate area of their stands and for the removal of all waste material or refuse created as a direct result of their operation. The immediate area constitutes a 2 metre radius around each and every pitch.

Participants who need to dispose of hot oil: Please inform the event organiser in advance so that appropriate arrangements can be made. Please note that if you are use cooking oil in the course of your business you must dispose it in the correct manner. It should not be poured down a drain. It cannot be placed into your waste bags or bin apart from empty cooking oil drums. You should use a registered waste carrier authorised for waste oil who takes the oil to an authorised site for recovery or disposal.

Removal of equipment

Participants must remove all their equipment the end of the day. The Royal Borough of Greenwich will not store equipment and other items left behind. Anything left behind will be disposed of.

Further information about the event

Once your booking is confirmed you will be sent information including the event’s accident and emergency procedures, on the day waste disposal arrangements and vehicle access times.

Any questions?

If you have general questions about the event or the trader application process please contact:

Joan Dance
Communications
Floor 3
The Woolwich Centre
35 Wellington Street
Woolwich
London
SE18 6HQ

0208 921 5049
joan.dance@royalgreenwich.gov.uk
Guidance for food traders – please read carefully

It’s vital that all food traders meet the Royal Borough’s environmental health and food safety standards. As the event organiser we will need documentary proof that your trading activity complies with our regulations.

All relevant documents MUST be seen and approved IN ADVANCE of the event date, within the stated deadlines.

You can send in good copies of your documents by email or by post. Please see the application checklist for details of what you need to supply.

Food traders based in the Royal Borough of Greenwich must have or comply with the following:

- Traders must be registered as a food business with Commercial Services-Environmental Health at the Royal Borough of Greenwich.
- Traders must have been granted the Royal Greenwich Food Hygiene Award at their last full inspection.
- At least one food handler present when trading must hold a current (less than 5 years old) foundation level 2 food hygiene qualification. A copy of the qualification certificate or other evidence must be provided.

Food Traders not based in the Royal Borough of Greenwich must have or comply with the following:

- Traders must be registered with the local authority where their vehicle/equipment is kept overnight. Evidence of their food business registration must be provided e.g. a copy of their registration form or confirmation of registration from that local authority.
- Traders must provide a copy of the Food Hygiene Rating Scheme certificate relating to their last food hygiene inspection.
- The Food Hygiene Rating Scheme certificate must have achieved a score of 3 or more (the equivalent of the Royal Borough’s Food Hygiene Award). Alternatively, a copy of the most recent inspection report from the local authority must be provided. This report must show that satisfactory standards were found at that inspection with no serious food safety contraventions identified.
- At least one food handler present when trading must hold a current (less than 5 years old) foundation level 2 food hygiene qualification. A copy of the qualification certificate or other evidence must be provided.
Operating standards for food traders at outdoor events.

Detailed guidance can be found in –‘National Guidance for Outdoor & Mobile Catering’ published in 2010 ISBN 978-1-906989-29-3 by the Chartered Institute of Environmental Health (CIEH). This is available free from: Chartered Institute of Environmental Health Chadwick Court 15 Hatfields London SE1 8DJ Telephone 020 7928 6006 Fax 020 7827 5831 Email info@cieh.org or download from website at www.cieh.org.

Here are details of the minimum standards acceptable for food traders at outdoor events within the Royal Borough of Greenwich. These standards are taken from relevant legislation and the above CIEH guidance:

- **Food Safety Management System** - a fully completed and up to date copy of ‘Safer Food Better Business’ or alternative system of equivalent standard must be available when trading at the event (available free of charge by tel. 0845 606 0667)
- **Food descriptions and menu/advertising** - all food must be accurately and honestly described so that the customer is not misled. Traders must be able to accurately identify to customers (upon request) any foods containing ingredients that can cause allergic reactions.
- **Low Risk operation**: no open food - alcohol/gel wipes for hand washing.
- **High Risk operation**: open food – adequate preparation work top space should be provided and the surface on which food is laid out or prepared must be smooth and waterproof so that it can be effectively cleaned and disinfected. Food to be protected from contamination when displayed for sale. There must be an adequate supply of portable fresh water for hand, equipment and food washing. Sufficient portable water (or access to a portable supply) must be supplied for the hours of trading to maintain satisfactory standards of hand, equipment and food washing at all times. Water containers must be closed, sanitised before use, and clearly marked for fresh water only so no waste water is stored in them.
- **Waste water** should discharge into a proper drainage system where available. If this is not possible, waste water must be put into closed holding containers of adequate capacity and not poured onto the ground surface. The trader is responsible for suitable disposal of waste water.
- **Sufficient sinks** must be provided to support safe food production. The number required will depend on the operation-how much food preparation (e.g. salad etc.) and the amount of equipment in use.
- **Food storage**- food must not be placed directly on the ground and storage areas should be under cover and food protected from contamination.
- **Temperature control**. Adequate arrangements for maintaining and monitoring food temperatures must be available. High risk foods must be kept cold below 8 degrees C or hot above 63 degrees C. Suitable thermometers with probes and probe wipes should be available. Cool boxes will need careful monitoring and probably will not be adequate for a full day’s trading. Provision of refrigerated storage should be considered. Traders are strongly recommended to keep written records of the temperature monitoring.
carried out (temperature of cool boxes, refrigerators, cooked food and hot held food).

- Hand washing facilities - where open high risk food is handled hand washing facilities must be provided - these must include a basin/bowl with a supply of hot and cold water, soap and hand drying facilities. Thermos flasks or bottles of hot water are not acceptable as they do not hold enough water. Hot water may be supplied from an urn. Alcohol gel may be used to supplement the use of other hand washing facilities.
- Cleaning - all surfaces and equipment must be kept clean. Cleaning chemicals should be stored away from food. Detergent, antibacterial spray or kitchen sanitiser should be available together with an ample supply of clean cloths.
- Personal hygiene - staff must wear clean over-clothing and display a good standard of personal hygiene. Ensure a supply of clean overalls/aprons. First aid box with blue waterproof plasters should be available.
- Cooking equipment must be sited within the stall. Adequate space must be available for cooking areas. Customers must be protected from being burnt or scalded.

If you have questions about these environmental health and food hygiene guidelines please contact:

Chartered Institute of Environmental Health (CIEH)
020 7928 6006
info@cieh.org
www.cieh.org

If you are a Greenwich trader, the Environmental Health department at the Royal Borough of Greenwich provides free food safety advice
020 8921 8186.
health@greenwich.gov.uk

Barbeques

The use of barbeques is permitted, subject to approval. Due care and consideration must be given to their set up. They must be secured and fenced off to prevent public access. The area around the barbeque must be free from trailing cables and other equipment which could pose a trip hazard.

As barbeques pose a fire risk, traders must include this in their risk assessment and fire action plan and also provide fire extinguishers.

Selection policy

There will be a wide variety of food on sale. The event organiser cannot guarantee that any food trader will have exclusive rights to sell a particular product.

If several food traders are seeking to sell very similar products there will be a limit on numbers at the discretion of the event organiser.