

# Stallholder Terms and Conditions for castle general traders

1. Confirmation - All bookings are subject to confirmation by Events Medway. The application deadline is 5 March. All applictaions will then be processed on an indiviual basis. Notification of each application will then be send out via email on 12 March.
2. Applications will be checked for quality and suitability. Events Medway reserves the right to refuse any application for sale of goods which are not appropriate for this event and/or are over subscribed.
3. Stallholders must have public liability insurance to the sum at least £5million. Copies of this and where applicable other certifications such as food hyginece, gas safety certificates must be provided as part of the application process. Failure to provide these may mean your application is not considered and/or you are not able to trade on the day.
4. Events Medway do not offer exclusivity however careful consideration is given to the amount of simliar trading stalls and the locations allocated to ensure all stalls have a quitable and sucessful trading period.
5. Pictures of goods for sale must be supplied as part of the application process if requested by Events Medway. Failure to provide these may mean your application is not considered.
6. The pitch fee for each stall is set out in the booking form. Additional stalls will be charged at multiples of these prices.
7. Payment terms – An invoice will be issued for the full amount due on 17 March. Traders will need to make a full payment against this invoice by 4 April 2025. If full payment is not received by this date the hire agreement is null an void and the pitch will be re-let. Monies paid to date will not be refunded.
8. Cancellation – Stallholders once offered a pitch must in writing inform Events Medway of their wish to cancel. All pitch fees are non refundable. Cancellations before 5 April, a £250 cancellation fee will apply. Cancellations made between 5-11 April a 25% of the pitch cancellation fee will apply. Any cancellations made between 12 April – 3 May, the full pitch fee will apply.
9. Events Medway reserve the right to cancel any booking as a result of non payment or false information
10. Force Majeure – definded as acts, events, omissions, or non-events beyond its reasonable control, including acts of God, riots, war, acts of terriorism, fire, flood, storm, including high winds,or earthquake and any disaster. The Trader nor the Council shall be liable to the other for any delay or cancellation for the market, of it’s obligations under these terms due to a force majeure.
11. Trading dates and times: Stallholders must trade on every Festival day and remain open for the full duration of the Festival hours;
* Sat 3 May - 10am to 6pm
* Sun 4 May - 10am to 6pm
* Mon 5 May - 10am to 6pm.
1. Traders must be set up and ready to trade 15 minutes prior to the opening time of the Festival.
2. Events Medway will allocate a pitch location to each booking in accordance to the level of pitch requested. If this cannot be possible due to over subscription applicants will be contacted to discuss alternative locations. Additional costs may apply.
3. Stallholders must provide their own stalls,tables and display stands. Stalls must be stable an dfir for purpose including any weights and ties that may be requierd. Any displays must not exceed the designated pitch.
4. Events Medway will provide as standard to each stall unit 1 x 4 amp socket. Any additional power must be supplied by Events Medway and agreed at point of application and an additional charge of £40 per plug will be required.
5. Use of own generators is not permitted.. Stallholders must use the power supplied by Events Medway only.
6. Kettles and heaters for personal use are not permitted.
7. All permitted electrical equipment MUST carry a valid PAT test certificate. The onsite electrician can test any equipment not carrying a valid certificate on site. This will incure a small additional fee.
8. Stallholders must ensure that their stalls are adequately staffed at all times.
9. Stallholders MUST advertise the acceptance methods of payment, weather that be cash, card or both.
10. Stallholder are responsible for all the cash taken on their stall.
11. Set up and dismantling must be carried out outside of the Festival opening hours. Times will be detailed in your stallholder information pack, which will be sent out nearer to the event.
12. Vehicles may unload by their stall until 45 minutes before opening time. Vehicles must then be removed from the Event footprint.
13. Vehicles will not be permitted back into the Event footprint until after the Festival has closed and event organisers have given authority to do so.
14. Vehicles are not permitted within the event footprint during Festival opening hours.
15. Early departure on any trading day is not permmited. Early dismantling of stall is not permitted. Failure to adhere to this may result in you being refused trading opportunities at future events.
16. Events Medway reserve the right to refuse the right to refuse admission of traders if proved necessary.
17. In line with our sustainable events policy, we ask all traders to refrain from using single use plastics.
18. Stallholders who do not act in an approripate manner will be asked to leave.
19. Products offered for sale must be of good quality and fit for the purpose they are intended. Only goods stated on the application form can be offered for sale. The sale of counterfeit goods is strictly prohibited. Anyone thought to be selling counterfeit goods will be reported
20. Amplified selling techniques and touting for business is not permitted. Failure to comply with this may result in being refused trading opportunities at future events.
21. Stallholders must ensure that their rubbish is kept neat and tidy during the day. All rubbish must be disposed of in the large waste bins provided at the end of each day. Any rubbish left by the stall may incur a charge. Large items such as pallets will not be accepted. Any cooking oils, or cooking oil containers will not be accepted and must be disposed of by the trader away from the event site.
22. Events Medway will engage overnight security for the event. The security are not responsible for monitering individual trader units and stock. All items left on site by Traders is at their own risk. Medway Council does not accept liability for any losses.
23. Events Medway will engage stewards and security during event operations to maintain public safety and crowd control. Medway Council does not accept liablity for any loss or damages.

I fully understand and agree to the above terms and conditions:

**Signed**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Print name**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Additional Terms and conditions for catering units and food concessions and stalls

1. If you sell food you need to have registered your business with the Local Authority where your stall is normally kept overnight. There are almost no exceptions to this requirement. You are strongly advised to have at your stall a copy of the last inspection report from your registering Authority (or another Authority if a more recent **full** inspection was made). If such a report is available and is less than 1 year old it is likely that any inspection made by a food officer will be brief.
2. Advice on compliance with the requirements of Regulation (EC) No. 852/2004, Article 5 can be found on the [GOV.UK web page](https://www.legislation.gov.uk/eur/2004/852/article/5) (<https://www.legislation.gov.uk/eur/2004/852/article/5> ). You will need to comply with this requirement i.e. you will need to produce adequate documents and keep records. An exception to this is where food safety risks are very small indeed, such as the sale of fruit / veg or un-filled bread only. Your documents will either be produced by yoruself or a consultant.
3. Produced by you from a recognised model such as “Safer Food – Better Business” (it is accepted that the SFBB pack for retailers isn’t ideal for market traders but it can be a suitable basis for your own system if used thoughtfully).
4. When answering question 2, please consider which of these methods you are using.
5. The person operating the system to comply with Article 5 must be able to demonstrate they have adequate knowledge to do so. If you are in any doubt about your ability to operate a HACCP based system, “Level 3” food hygiene training is recommended.
6. It is useful for food handlers to have Level 2 certificates but legal compliance will be judged on the level of food hygiene ability demonstrated by the food handlers.
7. Gas or plug-in refrigerators are normally necessary to maintain cold temperatures in the summer. If insulated containers are relied upon they will need to be of a high British Standard (insulation efficiency). Units **must** maintain foods below 8°C. Foods on display may take advantage of the relevant tolerance period. If this tolerance is used the method of control must be fully documented as part of Article 5 compliance. (You are advised to consider how long your customers may take to get the foods home in warm temperatures – it pays to be able to prove minimal temperature abuse at your own market stall.)
	1. If your foods need refridgeration you **must** have at least one thermometer with which to monitor storage temperatures. If you thaw and/or cook foods the need for probe thermometers etc. will depend upon your own documented Article 5 procedures.
8. The means of ensuring that food is properly cooked must be recorded in your management system. If thermometers are used – staff must be aware of minimum cooking temperatures and sanitizers for disinfecting probes must be available.
9. It is recommended that food on display to the public is protected from possible contamination by the positioning of a barrier or upstand. Alternatively, food can be wrapped prior to placing on display.
10. Food not on display should be stored off the ground and wrapped or otherwise protected from environmental contamination.
11. The law requires washing and drying facilities for hands. Alternatives will not be accepted. Gloves may be suitable for some tasks but there is still a need to wash hands. Food handlers must regularly wash their hands thoroughly with warm soapy water.
12. You must act to eliminate or minimise all workplace risks to the safety of staff and others. If your organisation employs more than five people, the important points from your risk assessment must be recorded

## Food stalls and mobile food vehicles self-assessment checklist

This checklist and advice sheet has been provided by Medway Council’s Trading Standards to supply details of what you may be assessed on if they do an inspection during the event. Before completing this form, please read the advice notes overleaf.

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| Checklist | Yes | Notes |
| Have you registered your food business with your borough or district council? |  | All food businesses are legally required to register with the council in whose area they normally trade or in which the vehicle is normally kept. |
| If your business has received a food hygiene inspection – is the stall / vehicle displaying the most recent hygiene rating?  |  | Not all councils currently issue a food hygiene rating – but all results of an inspection can be requested by any member of the public by a freedom of information request. If your food operation has been inspected and issued with a hygiene rating, this should be displayed in a prominent position whilst trading. |
| Do you have a documented food safety management system (to comply with Regulation (EC) No. 852/2004, Article 5)  |  | It is a legal requirement to have a documented food hygiene management system and this must be available for examination by an authorised officer wherever you trade. |
| Do you have someone managing the stall or vehicle who is responsible for the proper operation of your food safety management system? |  | Make sure this person understands your management systems and knows what checks are required and what information needs to be recorded. |
| Has the person managing the stall or vehicle been trained in food hygiene to an appropriate level? All other persons (without certificated training) working or helping on the stall must be instructed or supervised  |  | Evidence of training relating to the individuals working or helping must be available for examination whenever you trade. |
| Does your food operation require refrigeration of foods – if so, do you have suitable facilities? How will the temperature of high risk foods be checked? Do you have thermometers and sanitising wipes? |  | (high risk foods not on display must be at a temperature below 8°C) |
| Does your business involve cooking. If so, how are cooking temperatures monitored? |  | Foods need to be reach at least 72 degrees for 2 minutes to kill harmful bacteria. If re-heating, previously cooked foods, a temperature of 80 degrees should be reached. |
| What facilities will be provided to protect foods on display to the public from contamination? |  | Have you got ‘sneeze screens’ to protect food? |
| How will you protect foods not on display from contamination? |  | Is this off the floor and under cover? |
| What facilities will be provided for washing of food or equipment? |  | Separate hand-washing and equipment washing facilities are required. Raw salads and vegetables should be washed before chopping or peeling. |
| What hand washing facilities will be provided at the stall? If you rely upon flasks of hot water or teal units – what capacity are they? |  | You must not stint on facilities for hand-washing. If you do not have any present when inspected, you will be advised to stop trading. |
| What protective over-clothing do food handlers wear? |  | Persons handling open food should wear appropriate over-clothing e.g. full aprons or coats and, if necessary head covering. |
| Have you carried out a Health & Safety risk assessment (covering such things as hot surfaces and liquids, use of gas and electricity, tripping hazards, use of knives etc.)  |  |  |