

Miss Ivy Events Terms & Conditions

General Terms and Conditions you have ticked as agreed and understood when placing your booking

- 1. All stallholders, their contractors and employees, while at any event booked into, shall be subject to the rules and regulations of Miss Ivy Events Limited (the Organisers) as interpreted by the Organisers and its representatives, to any special conditions given with the application form, and to any other instructions given at the event by its representatives.
- 2. Your stall/pitch is not guaranteed until payment is received in full. Registration will not be complete until all supporting documents including a copy of your Public Liability Insurance certificate is submitted. Insurance cover must be in date at the time of the event and must be for 5 million liability.
- 3. The Organisers reserve the right to turn down a stall application if it is deemed that there are already sufficient stalls of that type or similar, or if the Organisers deem that the type of stall is not suitable for the event. If the Organisers consider that there are too many applicant stallholders selling products of a similar nature, priority will be given to local businesses subject to standards of quality and at the Organisers discretion.
- 4. The Organisers reserve the right to refuse any application without necessarily giving the reason for doing so.
- 5. Payments for stalls/pitches are non-refundable whatever the circumstances.
- 6. Stallholders/Vendors must have valid public liability insurance (with a minimum £5m indemnity limit) a copy of which must be supplied with the payment. We maintain the right to recover costs from you in respect of claims brought against the Organisers for which you may be responsible.
- 7. Stallholders providing therapy must supply details of their trade body membership with their registration.
- 8. In agreeing the terms and conditions, stallholders shall indemnify the Organisers and all event staff from and against actions, costs, losses (including legal fees), claims or demands in respect of any accident, damage, death or injury to any person or property arising directly or indirectly from the stallholder's use of the stall.
- 9. Stallholders must inform the Organisers if for any reason they are unable to attend.
- 10. Should you cancel your booking after payment has been made, no refunds will be given under any circumstances.

- 11. There will be no refund of fees in the event of adverse weather on the day or should the event be cancelled entirely (apart from a COVID lockdown). Stallholders are advised to consider their own cancellation insurance if required.
- 12. Stallholders must ensure that all relevant Health and Safety legislation is complied with at all times whilst you are at the event. In particular, Stallholders must ensure that their activities and those of any participants conform to the Law and Health and Safety practice relevant to the stall.
- 13. We aim to have stalls/caterers of high quality selling original and unusual products which are in keeping with the nature of our events and which will suit the particular market we aim to attract.
- 14. No trader shall sell any item that contravenes any of the following, or similar associated legislation: Trade Descriptions Act 1968, Video Recordings Act 1984, Copyright Designs & Patents Act 1998 and the Trademarks Act 1994.
- 15. In the event of any damage to the grass and surrounding area or to any equipment lent to you by the Organiser or any of its appointees for which you were directly responsible or which is attributable to your stall and/or items sold from it you will reimburse the Organiser the cost of replacement or repair on demand.
- 16. The Organiser reserve the right to share details of the stallholders with sponsors of the event.
- 17. The Organiser may reallocate stalls should the stallholder fail to arrive by the appointed time confirmed prior to the event.
- 18. New toys should bear the CE mark. This is not necessary for second-hand toys or those hand-made by individuals, though these must still meet the legal standards.
- 19. No single-use plastic items will be allowed at any events this includes packaging which needs to be either paper or biodegradable.
- 20. The Organiser reserve the right to film and take photographs of the events for promotional purposes only.
- 21. You are required to bring all items necessary to facilitate the promotion of your products or services. The Organisers will provide no additional materials.
- 22. The Organisers representatives have the power to order the removal of any article from the ground or to close the stand of any stallholder who does not conform to the regulations of the Organisers, if necessary to expel such stallholder or their representative from the event. In such cases the Organisers will not be liable for loss of trade and no refunds will be made to the said stallholder or their representative.
- 23. All Caterers are required to provide fire-fighting appliances of a sufficient number, of a type suitable for the possible purpose, and which have been checked annually and fully maintained. Under no circumstances must halon-type extinguishers be used. All persons associated with the stand/exhibit must be aware of the location of fire-fighting appliances, instructions for their use, and the procedure to be followed in the event of a fire. All mobile catering stalls or vehicles in which cooking is carried out on-site shall be equipped with a dry powder extinguisher.

- 24. The stallholder shall provide a C02 fire extinguisher(s) near to any generator they are using.
- 25. The Fire Brigade will be called to any outbreak of fire a decision to call will be made by the event organisers only traders are not to make their own emergency calls.
- 26. All electrical equipment brought to the event and all electrical work must comply with the current IEE regulations and the Electricity at Work Regulations 1989. We strongly recommend that stallholders seek professional advice covering all electrical work and use of all electrical equipment they bring onto any events.
- 27. It is imperative that all electrical equipment or appliances be tested by a competent person, to ensure satisfactory insulation readings. All appliances must be clearly marked, and supporting documentation must be provided, if requested, with the test results.
- 28. Trailing cables are not allowed in public areas.
- 29. Electrical switchgear and wiring to be kept out of reach of members of the public.
- 30. Electrical equipment exposed to the weather to be of weather-proof design or alternatively provided with suitable protection against the ingress of water to the satisfaction of the Organisers.
- 31. All generators brought onto the events must be 'silent' type. DIESEL GENERATORS ONLY SHALL BE USED and prior permission will be needed from the organisers.
- 32. All generators must be located, secured, and barriered so as to prevent injury through inadvertent contact, and to allow adequate ventilation to prevent overheating, to the satisfaction of the Organisers. It is the responsibility of stallholders to supply barriers/guards.
- 33. Fuelling of generators will not be carried out when the public is present and the capacity of the fuel storage tanks shall be sufficient to run the generators throughout the time the event is open to the public.
- 34. Explosives, pyrotechnics, toxic, hazardous or highly flammable substances are not to be brought into any events or used without the prior consent of the Organisers. When used, they must be stored, labelled and handled in accordance with the Control of Substances Hazardous to Health Regulations and other relevant legislation.
- 35. No stallholder shall sell any goods or carry on any activity not stipulated on the application form. The Organiser's representatives shall have the power to remove from the event any stallholder whose articles are not in accordance with the description given on the entry form, and the exhibitor shall forfeit all fees paid and the Organisers will not be liable for compensation.
- 36. It is the responsibility of the stallholder to provide a complete and accurate description of the activity to be carried out/goods for sale/display on the application form.
- 37. Under no circumstances, will any caterers /vendors or stallholders be permitted to sell any liquid drinks or beverages nor hot food unless they have applied for, and been accepted, as a catering stand on a catering application form.

- 38. Under no circumstances, will any stallholder be permitted to sell or display any weapons of any kind, eg. guns, knives, crossbows, pellet guns, etc.
- 39. The organisers have the right to amend these terms and conditions at their discretion. If a change is made a new set of terms and conditions will be sent to all confirmed stall holders.

Loading, Unloading and Manning Your Stall:

- 1. Stallholders are encouraged to dress, personalise and style their stalls feel free to get creative.
- 2. Stalls must be set up and ready for trading by the allotted time and must be manned throughout the day until the close of the event.
- 3. Stallholders must not overhang the allocated stall site.
- 4. Stallholders are not permitted to close down or pack up their stalls during the event i.e. between opening and closing times.
- 5. To ensure the safe and smooth set-up of stalls, details of vehicular access points and set-up times will be sent to stallholders prior to the event.
- 6. Vehicles are not permitted on any event site outside of the allocated hours.
- 7. Food, goods and services offered for free or sold to the public must be legal and must not present any hazards to other stallholders, event organisers, staff or members of the public.
- 8. The Organisers and any persons associated with the organisation of the event shall not be responsible for any loss or damage to merchandise or personal property, nor for any injury caused by the activities of the event, the weather or any other reason or cause.
- 9. Money and valuables are the stallholders' responsibility and must be appropriately secured.
- 10. Anti-social behaviour, abusive, drunken or unreasonable behaviour will not be tolerated.
- 11. Stallholders must keep their stalls and the surrounding area clean and must ensure that they dispose of all rubbish generated by their stall at the end of the day. Stallholders are required to provide suitable means of rubbish disposal for people using their stall. No rubbish or waste can be left on or in the vicinity of the event. Any rubbish left on site will incur a £5.00 per bag charge.

Street Food Vans and Vendors:

1. The Organisers wish to bring to the stall holder's attention (this includes pitches where providers use their own vans or equipment), the fact that all activities will also be subject to Public Health, Health and Safety, Food Safety, Food Hygiene and Consumer Protection regulations and legislation. Specifically, Stall Holders catering on their stands must conform to the requirements of the current Food Safety Act 1990 – with its all-embracing requirements and then specifically The Food Safety (General Hygiene) Regulations 1995 and The Food Safety (Temperature Control) Regulations 1995. It is the responsibility of the Vendor to be aware of any relevant legislation and regulations. Catering concessionaires are reminded that these regulations apply to all food sold at outdoor events.

- 2. The Food Hygiene Regulations require that any unit/area for cooking purposes be surrounded on three sides and have a roof covering to protect food from the risk of contamination. A waterproof flame retardant material must be used. Any barbecue must also be covered in accordance and guarded.
- 3. The whole structure of the stall/vehicle shall be clean. The structure is to be made of materials that are readily cleanable and designed and constructed so as to be able to be kept clean, avoiding the risk of contamination. Work surfaces, cooking and storage facilities must be of smooth, durable, readily cleanable material. Vehicle interiors should be fitted for the purpose of food preparation.
- 4. All equipment must be made of materials, which can be easily cleaned and are not porous.
- 5. All equipment must be clean before you start work and cleaned throughout the day.
- 6. A sink or bowl for washing food and equipment must be provided. Detergent and clean cloths must also be available. The sink must be kept clean and set up for use.
- 7. A separate hand basin or bowl for handwashing must be available at the stall and supplied with soap, towel and nailbrush. The basin must be kept clean and in working order.
- 8. Proper containers for cold water should be available at the stall. They must be made of suitable materials and protect the water from contamination. Water will have to be brought from off-site.
- 9. Food must be kept covered and at least 450mm (18") off the ground.
- 10. All stalls/vehicles must have adequate facilities for disposing of rubbish and waste food and for separating unfit food.
- 11. Cooked food must be kept separately from raw food at all times.
- 12. All high-risk foods i.e. meat, cream, milk, eggs should be kept refrigerated at 5°c or below at all times.
- 13. Adequate procedures must be in place to maintain and record food temperatures for hot and cold foods.
- 14. Persons handling food must keep themselves clean. They must wear clean clothes, clean overclothing and particular attention should be paid to keeping hands and fingernails especially clean. Hair must be tied back or a hat worn. They must be trained/supervised to basic food hygiene standard certificate.
- 15. Any person in the vicinity of food or handling the food must not smoke or use tobacco or snuff.
- 16. Any cut or abrasion must be covered with a waterproof dressing, preferably coloured blue.
- 17. A first aid box containing bandages and washable plasters must be kept at the stall.
- 18. The name and address of the company or person carrying on the food business must be clearly displayed, at all times.

- 19. A dry powder fire extinguisher and a fire blanket must be provided when food is being cooked.
- 20. Any LPG cylinders must be fitted with armoured hosing connected, stored, and used in accordance with the appropriate regulations. Rubber hosing is not acceptable under any circumstances.
- 21. No containers supplied for the consumption of food or drink to be of glass or other brittle material.
- 22. No one may sell alcohol or drinks of any sort on their stalls without the prior approval of the Organisers.
- 23. Street food vans and vendors must provide a copy of their latest Food Hygiene Inspection Report before your pitch will be confirmed. A minimum hygiene rating of 3 is required.
- 24. Street food vans and vendors must provide a copy of a valid Food Hygiene/Level 2 Certificate for all operatives who will be handling food on the day.
- 25. Street food vans and vendors will be required to comply with the Food Agency Environmental Health Event Safety Guidance applicable to outside catering at events and in particular hazards analysis and critical control points (HACCP). Vendors will be required to produce a copy of the relevant HACCP documentation on the day. Failure to produce a copy for inspection on the day may result in the vendor being asked to stop trading.
- 26. Street food vans and vendors must comply with any other applicable environmental health requirements, regulations and legislation as determined by the organiser. It is the responsibility of vendors to ensure that they meet all applicable requirements and minimum standards. Note: The event organisers reserve the right to ask any participant to vacate his/her pitch in the event that the stallholder or vendor does not conform to these terms and conditions.
- 27. No barbecue, LPG heaters and containers, cooking appliances or other high-temperature devices, flammable gas or real flame, shall be used at the event without prior notification to, and approval by, the Organisers.
- 28. All barbecues, LPG heaters, cooking appliances and high-temperature devices, shall have adequate guarding and fireproof shields, and be sited in a safe position. Such appliances shall always be sited on a fire-resisting base (not asbestos or an asbestos-based product).
- 29. Spare LPG cylinders, both full and empty, shall be enclosed with barriers and stored away from public areas and removed at the end of the show. Stallholders leaving cylinders on site will be charged a minimum of £200 for their removal.
- 30. Flexible hoses connecting liquefied petroleum gas (LPG) cylinders to appliances shall be armoured and must comply with BS3212 or equivalent.
- 31. The hosing for LPG cylinders must be connected at the bottle outlet and the appliance inlet with jubilee clips or equally effective devices. There shall be no other connections (tee pieces etc).
- 32. Storage of petroleum spirit and fuel storage vessels to be in secure, robust metal vessels or

plastic containers conforming to the Petroleum-Spirit (plastic containers) regulations 1982, not exceeding 5 litres in capacity. Each vessel shall be conspicuously marked stating the nature of the fuel.

33. Smoking is not allowed in areas containing flammable materials or where food is prepared/stored/cooked.

34.No responsibility is accepted for any valuables.