

LUDLOW FOOD FESTIVAL EXHIBITOR TERMS & CONDITIONS 2024

TERMS & CONDITIONS

It is understood that in signing for and purchasing exhibitor space at the Ludlow Food Festival that the Festival rules and conditions will be adhered to. The Ludlow Food Festival is organised by the Board of Ludlow Marches Food & Drink Festival, subsequently referred to in these terms and conditions as the Event Organisers.

Ludlow Food Festival, its organisers, staff, or volunteers does not accept liability for any misrepresentation, negligence, contractual or tortious loss suffered by you from any of the products or services or actions of any venue or area, performer, exhibitor, promoter or others. The exhibitor hereby expressly indemnifies the Festival, its employees and volunteers against any such liability.

We will not be liable to you for any loss of profit nor any indirect, consequential, exemplary, incidental, special or punitive damages.

These Terms and Conditions represent the entire understanding and agreement between you and us and shall have priority over any and all prior statements, understandings or agreements whether oral or in writing.

These Terms and Conditions are governed by the laws of England and Wales and any disputes are subject to the exclusive jurisdiction of the English and Welsh courts.

EXHIBITOR APPLICATIONS & IMPORTANT INFORMATION

Applications for bookings will be taken for the Ludlow Food Festival in accordance with the Ludlow Marches Food & Drink Festival mission statement. All exhibitors must be within the area of the Welsh Marches (those counties bordering England and Wales) - if in doubt please contact the office and they will check your eligibility (*special dispensation may be given at the Event Organisers' discretion*).

The Event Organisers, whose decision is final, will consider all applications for bookings. If spaces are available after the closing date the Board will consider other applications from within a reasonable distance of the Welsh border or from exhibitors offering a specialist product not represented at the festival and again within a reasonable distance from the Welsh border.

- Please make sure you check your forms carefully before signing and returning to ensure all information regarding your application has been accounted for and is being submitted, as it will not be possible to process the booking without this. If any of the documents will expire before the event, please ensure that you forward the current information as soon as possible.
- A minimum non-refundable deposit is required upon our acceptance, and confirmation of application and receipt of Invoice. No application can be processed without this.
- Full payment is due no later than the deadline as stated on the Exhibitor Application Form. After this date the Event Organisers reserve the right to re-let the space.
- If the Event Organisers have not received full payment and all necessary H&S documentation prior to you arriving onsite to set up, you will not be allowed onsite until authorised by the Event Organisers.
- If the event is cancelled due to government regulations a full refund would be made available. However, we regret that refunds will not be given for bookings cancelled by exhibitors.

DEFINITIONS

EXHIBITORS

are those who wish to sell food and drink to be consumed off site and related items.

VENDORS UNDER FESTIVAL MARQUEES

are those who wish to sell a combination of food / drink to be consumed both on and off site, and related items. NB NO hot food cooking is allowed under the Festival's marquees.

STREET FOOD STYLE VENDORS

are those who only wish to sell food and drink for public consumption directly on site from their own marquee, trailer, etc.

As there are a very limited number of these spaces available, we ask producers to bid for their space. The selection process is not just down to price but also locality, menu, where ingredients are sourced from etc so please give as much information as possible when completing your application. The selection takes place at the beginning of April and vendors will be notified straight away as to whether or not they have been successful. A deposit will be required to secure your place.

VENUE – LUDLOW CASTLE, SY8 1AY

Entrance measurements into Ludlow Castle are - maximum 8'4" (W), 6'6" to the start of the arch and 11'6" at the centre.

EXHIBITOR AREAS WITHIN CASTLE GROUNDS

Outer Bailey is the large area immediately when you enter through the castle gates.

Inner Bailey is accessed by crossing over the moat bridge inside the castle itself.

Castle Gardens is to the right as you enter the castle gates and accessed through large metal gates.

IMPORTANT DATES & TIMES

FESTIVAL DATES

Friday 13th, Saturday 14th & Sunday 15th September 2024

FESTIVAL OPENING TIMES – PUBLIC

Friday 13th September -10am to 5pm & 6.30pm to 9.30pm

Saturday 14th September - 10am to 6.30pm

Sunday 15th September -10am to 5pm

TRADING TIMES – WITHIN THE CASTLE

Friday 13th September -10am to 5pm

Saturday 14th September - 10am to 6.30pm

Sunday 15th September -10am to 5pm

CLOSING DATES FOR APPLICATIONS:

Exhibitors – 1st June 2024

Street Food Style Vendors (hot & cold food and drinks) – 1st April 2024

ALLOCATION OF STALL

- Please note that exhibitors may express a preference for the area in which they wish to exhibit; however, no pitch can be guaranteed. We regret that exhibitors are not able to specify the exact location of their stand within the area allocated. The Event Organisers reserve the right to change the site plan at their discretion.
- The sub-letting of all or part of a stall by an Exhibitor is forbidden unless authorised by the Event Organisers in writing prior to the festival.
- The use of radio microphones, amplification devices and music devices are strictly prohibited.

DESCRIPTION OF GOODS & TRADING DETAILS

- The application form must contain an accurate description of goods to be exhibited or sold. Only items of this description will be allowed. All goods sold at the Festival must conform to current trading standards and other legislation.
- If an exhibitor is found to be selling unapproved goods, the Event Organiser reserves the right to ask the exhibitor to leave site immediately.
- All exhibitors are required to display prominently on their stand full contact details: *Business name, postal address, phone number*; it is also helpful to display email address and website address.

EXHIBITORS SELLING ALCOHOL

- Ludlow Castle is licensed to sell alcohol therefore there is no requirement to apply for an alcohol license.
- Last orders on alcohol sales are strictly 15 minutes before closing.
- Exhibitors selling drinks by the glass can only do so if they have applied using the correct form.
- You must complete and return the 'Sellers of Alcohol' Form with your application.
- Alcohol Wholesaler Registration Scheme (AWRS) No – if your business is registered to this scheme, please supply your registration number as requested on the application form.
- If you sell or provide alcohol on your stand you must ensure that:
 - you uphold the current licencing conditions
 - you uphold the Challenge 25 Policy
 - alcohol is not served to anyone under the age of 18

DATA PROTECTION STATEMENT

The information which you give when completing your application form will be used in accordance with current the Data Protection Act 2018 (*correct at the time of printing*) and for the following purposes: to enable the organisation to create an electronic and paper record of your application and to enable the application to be processed. Your company's business contact details will be viewable on the Festival's website. Other than publication of your business contact details on our website, your personal and/or business data will not be passed on to anyone else. Any information will be kept securely and will be kept no longer than necessary. For our full privacy policy please see our website or contact the office to provide a hard copy.

RECYCLING & WASTE MANAGEMENT

ZERO WASTE EVENTS (ZWE) is the Festival's waste management team, who are responsible for the provision of relevant waste facilities on site during the event.

- All exhibitors will be notified well in advance of any changes to the current recycling/waste policy information as provided below for the event.
- One of the ZWE team will be responsible for supporting you throughout the Festival to remove all waste from your stand, and to ensure that the system is working for you as well as us.

ZWE will provide bags, caddies etc to make it easy for you to separate your waste, and will be collecting the following materials:

FOOD WASTE

ZWE provide a lined food caddy for all your peelings, kitchen scraps, coffee grounds and waste food.

CARDBOARD & PAPER

Please flatten cardboard – there will be a dumpy bag behind the stalls for your cardboard.

PLASTIC, MILK CARTONS, CANS, TETRAPAK & GLASS

Green recycling sack will be provided for all your dry packaging including glass.

WASTE COOKING OIL

Waste oil can be recycled but it needs to be in a well-sealed screw top container.

GENERAL REFUSE FOR LANDFILL

A clear bag will be provided for your general refuse. Things that we can't recycle include: plastic discs from burgers and other meat-contaminated packaging, polystyrene, foil-lined sachets [eg coffee packets], used tissues, hygienic wipes, latex gloves, crisp packets and sanitary waste.

CUSTOMERS

The front of house collection system will comprise labeled banks of bins – we need your customers to use the recycling bins provided, we therefore ask that you do not provide a bin by your stall and to kindly direct them to the nearest bins.

COMPOSTABLE PRODUCTS

All serve-ware, including plates, trays, cups, cutlery and stirrers should be compostable eg made of wood, cardboard or paper.

SINGLE USE PLASTIC (SUP)

Please think about how you sell and sample your product – **minimising the use of single use plastic (SUP) where possible**. This should include items you use to sample your products.

PLASTIC STRAWS

Plastic straws are not permitted at this event

POLYSTYRENE

Polystyrene packaging and containers are not permitted at this event

REUSABLE BAR AND HOT DRINK CUPS

You must use reusable bar/hot drink cups - we will be in touch to discuss this further with you.

VEHICLES ON SITE ACCESS – SET UP - RE-STOCKING – DISMANTLING

SET UP

- On arrival at the castle, on your selected set-up day and time, a cash deposit of £20 will be required to enter. A maximum of one hour is allocated for unloading your vehicle. If you leave the castle within one hour your deposit will be refunded to you; after this time the deposit will be donated to our chosen charity of the year.
- It is a condition of the Festival that no vehicles are to be parked on the site after 9.30am during the Festival opening times.
- Vehicles should be removed to the Festival's exhibitors' car park - the location of this will be provided by the Event Organisers prior to the Festival.
- The Event Organisers reserve the right to withdraw access at their discretion.

RE-STOCKING

- Access for vehicles is available at set-up times and for replenishing or removing stock at the following times only:

between 5.30 & 6.30pm on Friday and before 9.30am Saturday
after 7.00pm on Saturday and
before 9.30am on Sunday

Or when the Festival is closed, and all public have left the site

- A manual 'trolley' system will be in place to replenish stocks whilst the Festival is open to the general public. Members of the Festival team will be on hand and happy to assist you.

DISMANTLING & REMOVAL OF STALLS

- The dismantling of stalls is strictly prohibited until after the event has closed.
- Vehicle access will be allowed onto the site after 5.45pm on Sunday, at the earliest, or once the public are clear from the site.

WRISTBANDS & EXHIBITOR PARKING

- Each exhibitor (booked inside the castle only) will receive a total of NINE FREE exhibitor passes – which will be in the form of wristbands. These can be issued in any combination - please complete the section on the booking form to let us know your choice for each day. Extra passes may be purchased prior to or on the day at a cost of £6.
- These will be available for collection from the Food Festival Information Point situated outside the castle on:
 - Thursday 7th September between 10am-5pm
 - Friday 8th September between 9am-5pm
 - Saturday 9th September from 9am onwards
- Wristbands must be worn at all times, without which NO admittance will be allowed – NO exceptions to the rule! Exhibitors are responsible for ensuring that their staff are wearing their wristband upon arrival at the castle entrance. Any exhibitor and/or their staff found selling their passes or avoiding the exhibitor pass system in any way will be removed from site and banned from future events.
- Exhibitor Wristbands, plus a FREE Exhibitor Car-parking Pass (the location of the exhibitor car park is a 5-minute walk from the castle) are to be collected from the Festival's Information Point, which will be situated just outside the castle gates and will be open during the event set-up.

EXHIBITOR PACK ~ FINAL INFORMATION BEFORE THE EVENT

Your Exhibitor Pack will be emailed to you in advance of the event; confirming your location and booking details, together with any final information required for the event. Please ensure that all members of staff attending the event have read the information in advance to familiarize themselves with what is required.

SERVICES AVAILABLE

ELECTRICITY

- It is important that you supply the correct information on your Exhibitor Application Form for the electrical items you will be bringing along. This will enable us to check/calculate your total wattage requirement before invoicing.

Please note that the use of generators is not permitted. Any exhibitor found using one will be asked to stop and will be charged for an electrical supply.

WATER

- There are 4 potable water tap points available for your use within the castle grounds.
- Hot water is not to be disposed of directly onto the ground, as this will have a damaging effect on the grass. Exhibitors will be liable for any damage they may cause. Adequate facilities are available on the site to accommodate this.

Wi-Fi

- There is limited public Wi-Fi available due to the nature of the venue. If you wish to apply to have a cabled Internet feed (this is a cable plugged into your card machine only) then please make sure this is stated on your application form.
- Please note you will also need to book an electric supply.

MEDICS

- A professional Medical Team will be on site during the opening times of the Festival.

SECURITY

- The Event Organisers will provide night security from the day prior until the morning after the event, exhibitor stallholders are responsible for the safe keeping of all goods or items on their stand and are left at their own risk.
- The Event Organisers will not be responsible in any way for the loss or damage to Exhibitors' property whilst it is on site.

HEALTH & SAFETY and INSURANCE – INFORMATION & DOCUMENTATION REQUIRED

All exhibitors are reminded that they are responsible for the observance, by themselves and their employees of the Health & Safety at Work Act 1974 and the Management of Health & Safety at Work Regulations 1999 under which it is required to provide a completed Risk Assessment addressing all the risks associated with exhibiting at the events.

The Event Organisers and the local authority inspectors will enforce these requirements, and reserve the right of inspection, before, during and after the Festival. In the event of you not meeting these requirements you will not be allowed to trade until the authority inspectors and Event Organisers are happy for you to do so.

INSURANCE

Exhibitors must have the following in place:

PUBLIC LIABILITY

All exhibitors must have in-date Public Liability Insurance cover, with a minimum limit of indemnity of £2m

PRODUCT LIABILITY

All exhibitors must have in-date Product Liability Insurance cover, with a minimum limit of indemnity of £2m

EMPLOYERS' LIABILITY

'Employees' can be deemed to include volunteers, casual/temporary workers and even self-employed persons. Any exhibitor that employs anyone, must have in-date Employers' Liability insurance in place with a minimum limit of indemnity of £2m

HEALTH & SAFETY

FOOD SAFETY

All food operations must be operated in line with the requirements of current food safety regulations.

FOOD HYGIENE

All food stands must:

- Comply with the current General Food Regulations, The Food Safety and Hygiene Regulations. Packaging and labelling legislation must be followed under the Food Information Regulations.
- Adhere at all times to the current Food Safety Policy and Environmental Health Food Safety Guidelines. Any food services operations found operating in contravention of these guidelines will not be permitted to commence trading or service until the guidelines can be complied with.
- Provide details of the Local Authority where they are registered and their current Food Hygiene Rating Scheme score. No business with a score of less than FHRS 5 will be permitted to trade. A copy of their rating certificate, sticker or confirmation letter must be kept on site at all times.
- Food Safety Management system (SFBB) to be available if requested by the authority inspectors.
- Provide confirmation of the trading name of the business, as it appears on the Food Hygiene Rating Scheme site; this must be stated on the booking form.

CLEANLINESS

- All equipment, work surfaces and food contact surfaces must be regularly cleaned and disinfected.
- Contact times for disinfectants/sanitizers must be known by all staff.
- Regularly use the warm hand washing facilities made available on site and wear disposable gloves to limit contact.
- Encourage visitors to only touch products if buying.
- Keep your stand clean and free from litter and wipe down during and after service.
- Provide sneeze guards where appropriate.
- Hand sanitizer to be made available for use throughout the event, for you and customers.
- Maintain cleaning records over the event.

ALLERGENS

- Customers, by law, must be made aware of the contents of the dishes where ingredients might give rise to an allergic reaction (such as nuts, milk, celery, gluten, soya and wheat etc).
- An Allergen Chart must be displayed at the point of service for the consumer to view.
- There must be a nominated person who will handle all food allergy queries from customers.
- In December 2014, the 'Food Information for Consumers Regulation' (EU FIC) came into force which means information on any of the 14 allergens used as ingredients in your products will need to be provided for the consumer to view.
- All information on the 14 allergens and this legislation can be found at:
www.food.gov.uk/science/allergy-intolerance/label/labelling-changes
- All exhibitors and vendors should work in accordance with Natasha's Law which came into force in October 2021. This requires all food outlets to provide full ingredient lists with clear allergen labelling on Prepacked for Direct Sale (PPDS) food. PPDS Food is food that is prepared, prepacked and offered or sold to consumers on the same premises. It can include food you select yourself (eg from a display unit) as well as products kept behind a counter, or food sold at mobile or temporary outlets.
- More information can be found here:
<https://www.food.gov.uk/business-guidance/introduction-to-allergen-labelling-changes-ppds>

DUE DILIGENCE & RECORDS

- Exhibitors are required to maintain and retain records for the event conforming to the relevant regulations: food delivery temperatures, fridge/freezer temperature records (frozen food being stored below -18 °C and cold food stored below +8 °C, preferably below +5 °C), cooked food probe temperatures (achieve a temperature of >75°C), food standard thermometer calibration records (boiling water/ice test 100°C/0°C with a tolerance of +/- 1 °C) and cleaning records.
- COSHH safety data sheets for all chemicals to be held on each outlet for use in the case of an emergency.
- Operating procedures must include regard to mitigate against the transmission of CoViD19
- All employees must have received induction training and are also aware of the Organisers event safety rules.
- All machinery used for cutting, slicing, mincing, etc should be properly guarded and all people operating such equipment should be properly trained in its use
- The use of colour-coded knives and boards is required, according to convention.
Red = Raw Meat Green = Cleaned Fruits & Salad
Blue - Raw Fish Yellow = Cooked Meats
White = Dairy & Bakery Brown = Dirty Vegetables
- Protect all food products from cross contamination.
- Raw and ready to eat food products must be kept separately.

STAFF HYGIENE

The current legislation regarding personal hygiene requirements must be observed.

- People handling food have been issued with clean and washable over-clothing/aprons, clean hairnets or suitable hat/head covering.
- Fingernails are kept short and clean, no nail varnish
- Cuts and other skin defects must be covered with a blue waterproof dressing
- Jewellery must not be worn by staff preparing or serving food, with the exception of a simple wedding ring.
- Smoking is not permitted anywhere on site whilst on duty.

LONE WORKING

- Please identify what measures you take to ensure the safety of any staff working alone.
- Street Food Style Vendors need to commit to ensuring that no staff are left working alone.

RISK ASSESSMENTS

A Risk Assessment must be completed and returned as part of the exhibitor application process and to conform to health and safety regulations.

Your assessment needs to identify the significant hazards that may be posed by your stand and your operations to anyone at the event, including you and your staff as well as visitors. You must endeavour to remove or reduce these risks to protect people from injury.

The HSE website provides guidance and advice for completing risk assessments:

<https://www.hse.gov.uk/simple-health-safety/risk>

- Build onsite will not be permitted unless a suitable and sufficient risk assessment has been returned. Please note that a return stating that no risks have been identified is unacceptable. They must realistically reflect how you will set up and operate your stand.
- Exhibitors should consider any possible risks brought about by their operations at the event.
- Safeguarding against the spread of COVID-19 must be considered and included as part of your risk assessment.
- A copy of your risk assessment must be available on the stand for possible inspection by officials during the event.
- Should any problems arise during set up/breakdown periods and event, exhibitors should ensure that any risk to health is minimised and all necessary precautions taken.

FIRE RISK ASSESSMENTS

Exhibitors must conform to precautions against fire and submit a completed Fire Risk Assessment for their operation prior to the event.

Exhibitors should have an emergency fire procedure with an appropriate means of raising the alarm.

- Each food operator must have the appropriate firefighting equipment in proximity to the catering area. This must be in date and have a service and maintenance record in inspection.
- Exhibitors must provide at least one suitably sized, in-date, fire extinguisher on their stand, (water or foam, and/ or CO2 where electrical appliances are in use).
- Staff on stands should be aware of the operating instructions of any firefighting equipment/ extinguishers provided.
- Storage of flammable liquids on site by exhibitors will not be allowed without prior consent.

LIQUID PETROLEUM GAS (LPG) ~ Mobile or Catering

Any exhibitor using liquid petroleum gas (LPG) must ensure gas connections and pipes have been tested and certificated by a 'Gas Safe' engineer annually. The certification must be available for inspection.

- Installations must comply with UKLPG Code of Practice CoP24 Part 3.
- The cylinders are to be disconnected/connected by competent persons only using the correct tools. "No Smoking" signs must be in place and observed.
- Unless authorised in writing by your point of contact, no more than two LPG cylinders (totalling 200KG) are permitted per unit.
- Storage of gas in cylinders above 1kg, on site by exhibitors, will not be allowed without prior consent.
- The catering traders will use LPG gas for their stalls. Suitable storage arrangements will be implemented and agreed with the Event Safety Adviser and Event Organisers. All cylinders will be stored in a secure, upright position, well ventilated locations. All back of house areas will be secured by fencing and additional signage may be implemented where necessary.
- All relevant catering equipment shall have certification to the effect that their LPG installations have been installed and have been inspected by a Gas Safety Scheme registered engineer in the 12 months preceding the event.
- Additionally, the catering units will provide suitable firefighting equipment and adhere to regulations as required. They will also be required to adhere to the guidelines for the use of LPG. LPG to be used in accordance with current guidance (Event Safety Guide and Mobile Outdoor Catering Associations and the A Guide for Events)
- LPG cylinders must be stored vertically on firm, level ground at least 1 metre from any structure or heat source, in the open air, with no obstructions in the vicinity to impede ventilation. Cylinders must be restrained in a suitably designed cylinder stand.
- Propane cylinders must be located only in the open air and must not be used inside marquees, tents or other enclosures. Every LPG storage area should be enclosed in a lockable compound of robust wire mesh or similar to prevent them falling or being knocked over. Compounds should not be accessible by the public. Cages or surrounds made of wood or other combustible material are not acceptable.

ELECTRICAL EQUIPMENT

- All electrical equipment must comply with current UK regulations and must have been tested by a qualified person in the previous 12 months and display a test label.
- The appliances must be of an approved type, suitable for the environment in which they are being used and guarded where applicable.
- Where unsafe electrical equipment are observed by the Event Organisers' Electrician they reserve the right to require re-testing and/or disconnect the equipment.
- RCDs to be used where possible.
- PAT testing is available on site at a cost of £15 per item.

OWN MARQUEES / GAZEBOS

- Gazebo or light weight type marquee structures should be suitable of withstanding a minimum of 30mph wind. All self-build structures must be of sound construction, assembled in line with manufacturer's instructions and must be suitably braced and anchored.
- Fire-retardant information should be kept at the event and shown if requested.

HAY OR STRAW BALES

- Hay or straw bales pose a high fire risk. They can NOT be used on site with prior permission from the Event Organiser.
- Permission will only be given in advance if the hay or straw bales to be used are treated with the correct fire-retardant coating; and if relevant paperwork confirming this is produced in advance, and again at the event.
- Any hay or straw bales brought on site without permission, or without fire-retardant coating paperwork, will be immediately removed by the Exhibitor.
- After the event, all hay or straw bales will be removed from site by the exhibitor; the Event Organiser will not be responsible for bale removal.