



BROADWAY FOOD AND DRINK FESTIVAL 2025

TERMS AND CONDITIONS

Definitions

The **application** is the application form provided at www.broadwayfoodfestival.co.uk and all documentation required in connection with the application form and these terms and conditions.

The **festival grounds** is the area on which the organiser holds the show and includes all of the Broadway Greens, the marquee, access areas, entrances and exits.

The **organiser** is the Broadway Food and Drink Festival committee.

The **show** is the Broadway Food and Drink Festival on the date specified in the application.

The **stallholder** is the organisation or person and their employees, associates, agents and contractors taking any stall or pitch from the organiser.

Stallholders who do not comply with the terms and conditions may be expelled from the festival grounds without refund of any amounts paid.

Applications

- Stallholders must register in writing by submitting the application.
- Submission of an application is not to be treated as acceptance by the organiser.
- Acceptance or rejection of an application will be in writing from the organiser to the stallholder. Final acceptance is subject to payment being made by the stallholder and receipt of all relevant documentation required by the organiser in accordance with these terms and conditions.
- Please check your forms carefully before signing and returning to ensure all information regarding your stall or pitch has been entered correctly and you have accepted these terms & conditions.
- Your application must allow sufficient space to accommodate any tow bar, marquee, gazebo, etc. INCLUDING guy ropes and foot plates. Encroachment onto any adjoining stall or pitch is not permitted. Additional space required on the day of the show may be subject to additional charge.
- The application must list all businesses represented by the stallholder and each stallholder will only be allowed to sell/promote the goods listed on their application form and approved in writing by the organiser.

Refusal of Applications

- The organiser reserves the right to reject any application without assigning any reason for refusal.
- The organiser also reserves the right to cancel a stallholder's stall or pitch booking at any time if a stallholder fails to comply with these terms and conditions, becomes bankrupt or fails to

comply with all applicable legislation, regulation and licencing in relation to British Standards and Trading and/or health and safety and/or environmental health and/or food safety practices.

- In the event of rejection or cancellation, as set out above, the organiser will not enter into correspondence but will refund fees paid in accordance with the cancellation policy.

Payment and Cancellation Policy

- Payment of all fees are due within 4 weeks of acceptance of your application by the organisers in writing or, if earlier, prior to the date of the show.
- If you need to cancel your stall please notify the organiser in writing. The organiser reserves the right to re-let any cancelled space. Refunds for cancellation will apply strictly as follows:
 - Before 1 July 2025, full refund of money paid.
 - On and from 1 July 2025, no refund will be given.
- If any amount owed by a stallholder in relation to the show has not been paid before the date of the show, the organisers reserve the right to reassign or cancel the stallholder's stall or pitch. The stallholder shall remain liable for all outstanding amounts subject to the cancellation schedule above.
- If the organisers cancel the show for any reason other than force majeure, the organiser shall pay to the stallholder all fees paid in connection with the show less deductions for all costs incurred by the organiser in connection with arranging the show. The fees after deductions shall be returned within 90 days of notice by the organiser of the cancellation.

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Data Protection Act

In accordance with the Data Protection Act, completion of the application shall be consent by the stallholder for the storage of the stallholder's data for the purpose of the show.

Promotion and Marketing

- Stallholders are encouraged to promote their appearance at the show.
- The organisers shall be entitled to use and reproduce the stallholder's name, trademark, logo and social media information in connection with promotion of the show.
- The organisers shall be permitted to record, broadcast and take photographs of the show in general and each stallholder consents to the use of any such materials for promotional use by the organisers.

Application Documentation

- All applications must be accompanied by a risk assessment form, up to date public liability insurance certificate (if the policy expires before the end of the show, please share your updated copy) and an up-to-date hygiene certificate (if applicable).
- Applications without complete or satisfactory documentation will not be accepted. The decision of the organiser as to whether a risk assessment is complete or satisfactory is final.

Allocation of stalls and pitches

- The allocation and positioning of space is at the discretion of the organiser.
- Site boundaries will be indicated on the day of the show and in no circumstances will stallholders be allowed to occupy a larger space than that allocated to them. This shall include, but not be limited to, any tow bar, marquee, gazebo etc. INCLUDING guy ropes and foot plates.
- All activity must be contained within the limits of your own stall or pitch unless the organiser gives written permission.

- No stallholder shall sub-let or franchise any portion of space allocated or move to any site other than that allocated. Anyone occupying a sub-let space shall be removed from the festival grounds.
- Additional space may be left between and in front of stalls or pitches to allow more space for easier access. This space must not be filled or obstructed in any manner by stallholders.

Show Day & Breakdown

Stallholder trading

- **STALLS AND PITCHES MUST BE OPEN AND OPERATING BY 10AM AND REMAIN OPEN UNTIL 4.30PM ON THE DATE OF THE SHOW**
- If a stallholder fails to take possession of their allocated stall space by 9.15am on the date of the show, the organiser may reallocate that stall space as it sees fit. No fees shall be refundable in the event of such failure by the stallholder.
- The organiser may deny access to or use of any stall space by any stallholder until:
 - all outstanding payments due by the stallholder have been paid and/or
 - all valid documentation required by the application and these terms and conditions have been provided to the organiser.
- Each stallholder shall only be permitted to trade in the goods and services listed in the application and approved by the organisers.
- If a stallholder deviates in any material way from the provision of goods and/or services approved by the organisers in writing prior to the date of the show, the organisers reserve the right to require that stallholder to leave the festival grounds. In these circumstances, no refund shall be made of any fee paid by the stallholder.
- If a stallholder uses any part of the festival grounds outside their site boundary, they will be liable to pay for the additional space used.
- Any trading beyond the boundaries of your stall or pitch is strictly forbidden. **Trading** includes:
 - Handing out leaflets.
 - Placing of signs/boards/advertising materials.
- The organisers offer no guarantee or warranty as to the public response to the show or to the level of business likely to be generated in relation to each stallholder's stand or pitch. No stallholder should enter into any contract in reliance on the occurrence of the show or as a result of any representation or warranty given by the organisers.

Product exclusivity

Product exclusivity will NOT be offered to any stallholder for the marketing or selling of goods or services at the show, nor will the organiser be held liable for the existence of any form of competition for any reason.

Stallholder goods and services

- All goods and services offered by a stallholder must comply with all applicable legislation, regulation and licencing in relation to British Standards and Trading and/or health and safety and/or environmental health and/or food safety practices.
- Stallholders are responsible for ensuring safe working practices. In the event of an incident involving any stallholder, the stallholder will assume full responsibility and liability.

Services Available

- Your application must include details of all services required. Failure to submit details by the due date may lead to increased charges or refusal of the service.
- The organiser will not be liable, under any circumstances, for any costs or damages arising in the unlikely event of disruption or loss of any or all of the electrical supply, water supply, telephone connections or other communication systems.
- The organisers will not provide secure internet, this is the sole responsibility of each stallholder.

Electricity

- The use of generators is not permitted. Any stallholder found to be using a generator will be prohibited from continuing to do so and asked to book an electrical supply.
- Any stallholder found using another stall or pitch's electrical supply will be charged for an electric supply in accordance with the rates set out in the application.

Water

- Mains water supply is available at a standpipe adjacent to the marquee.
- All stallholders must ensure they take all precautions required by regulations and law relating to water supplies including in relation to legionella.

Vehicle access

- Vehicles are only allowed access to the festival grounds 7.00am to 9.15am on the day of the show.
- Vehicles ARE NOT ALLOWED to park on any part of the festival grounds during the show other than those agreed in writing by the organisers as part of a stallholders stand or pitch.
- Non-permitted vehicles must be removed from the festival grounds by 9.15am promptly.
- **NO VEHICLE MAY MOVE ON THE FESTIVAL GROUNDS BETWEEN 9.30AM AND 4.45PM.**

Set up and breakdown Health & Safety

All stallholders MUST ensure they have passed all relevant information to those attending site to set up/remove a stall or pitch. This includes all site rules and details contained within your own risk assessments. We advise all persons coming onto the festival ground during set up and breakdown to wear a hi-vis vest due to moving vehicles.

Waste and Recycling

- Stallholders are required to maintain their stall space and surrounding area in a clean, tidy and hygienic condition.
- Bin bags must be provided for use by the public by all stallholders. Bags should be cleared by the stallholder at the close of the show into the large commercial bins situated on the festival grounds.
- The commercial bins provided by the organisers are for public waste only. All recyclable material and packaging brought to the show by any stallholder and any commercial waste should be removed from the festival grounds by the stallholder and disposed of in an appropriate manner.

Sale of Alcohol

Stallholders are responsible for ensuring that no alcoholic liquor is obtained from their stall or pitch by children or young persons under the age of 18. It is recommended that you adopt the Challenge 25 policy.

Disabled Access

Under the Equality Act 2010, everyone has the right to have access to stalls or pitches. For further information regarding this visit the Equality & Human Rights Commission.
www.equalityhumanrights.com 0808 800 0082.

Employment of Children

No child under 13 years of age may be employed at the show. Any stallholder intending to employ any child between 13-16 years of age should apply to Wychavon Council for the appropriate employee notification form.

Trading Standards Office

The organiser will forward any complaints from consumers to the Trading Standards Office.

Demonstrations and Audio Equipment

- No stallholder shall call attention to their goods or allow sound to emanate from their stall or pitch in such a way as to cause annoyance to other stallholders or the public. Determination as to whether any sound constitutes a nuisance shall be at the sole discretion of the organisers.
- Amplification equipment is prohibited.

Signs, Advertising, etc.

- All stallholders must display a clear company sign bearing the name and address of the organisation.
- Signs must not obscure the view into open spaces or gangways or other signs on or the view of neighbouring stalls or pitches. Except on a stallholders' own stall or pitch, no stallholder or other person shall fix or distribute any placard, leaflet or advertisement in any form on any part of the festival grounds, adjoining land or road sides.

Auctions and prizes

- The sale of goods by auction is prohibited.
- Live animals, birds or fish must not be offered for sale or as prizes.
- No stallholder may operate any game of chance or lottery devices or actual or simulated pursuit of such.

Smoking Policy

Smoking or vaping is not allowed in any structure, stall or pitch, tented area or marquee on the festival grounds.

Dismantling of stalls and pitches and Breakdown

- **DISMANTLING OF STALLS OR PITCHES NOT PERMITTED BEFORE 4.30PM OTHER THAN WITH THE EXPRESS PERMISSION OF THE ORGANISER**
- Any damage caused to marquees or other equipment hired or owned by the organiser will be charged to the stallholder.

Health And Safety and Insurance

- Stallholders are reminded that they are responsible for the observance, by themselves, their employees and their contractors, of the Health and 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 attending the show.

- This includes all relevant statutory provisions and all associated safety regulations. The Health and Safety Executive and local authority inspectors may enforce these requirements.
- Storage of flammable liquids on the festival grounds by stallholders will not be allowed without prior consent.
- Storage of gas in cylinders above 1kg, on the festival grounds by stallholders, will not be allowed without prior consent.
- Stallholders are responsible for ensuring there are no trip hazards on their stall or pitch.
- If you are proposing to erect a gazebo type structure or lightweight marquee as part of your stall or pitch, please be advised that the show site may experience wind gusts that may damage or move your structure.
- All self-build structures must be of sound construction, assembled in line with manufacturer's instructions and must be suitably braced and anchored. If we inspect and deem any structure to be unsuitable for the festival grounds we will instruct that it is dismantled and removed from site to ensure the safety of all attendees and visitors on the site. Stallholders are wholly responsible for ensuring they supply a structure suitable for the site and conditions.

Electricity and electrical compliance

- Stallholders warrant that all equipment they provide will be of satisfactory quality and agree to be liable for any actions, claims (including, without limitation, consequential losses), damages, costs and/or expenses incurred by the organisers as a result of any breach of this warranty or undertaking and those set out below.
- 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.
- RCDs to be used where possible.
- Where extension leads are used, no more than 3 extension leads can be used in a line (one plugged into another etc.).
- Where one extension lead is in use the total amperage of the appliances connected to it must not exceed 12 Amps.
- Where two extension leads are in use (one plugged in to another) the total amperage of the appliances connected to them must not exceed 10 Amps.
- Where three extension leads are in use (one plugged in to another) the total amperage of the appliances connected to them must not exceed 7 Amps.
- The maximum length of extension leads or multiple leads plugged into each other must not exceed 7 metres in length.
- Where a stall is found to have 'tripped' the electrical supply due to faulty equipment or exceeding their allotted amperage the organisers reserve the right not to reconnect or for repeated 'tripping' to disconnect the stallholder.

Food Hygiene

All stallholders supplying food and/or beverage at the show must:

1. Be fully aware of, and compliant with, all legislation, regulations and advice from the Food Standards Agency.
2. Comply with The General Food Regulations 2004, The Food Safety and Hygiene (England) Regulations 2013, and Regulations (EC) 178/2002 and 852/2004. Packaging and labelling legislation must be followed under Food Information Regulations 2014.

3. Adhere at all times to the TCAS Food Safety Policy and Environmental Health Food Safety Guidelines.
4. 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 3 will be permitted to trade. A copy of their rating certificate, sticker or confirmation letter must be kept on site at all times.
5. 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 application.
6. Provide confirmation of the Food Business Registration details. No food stallholder will be fully confirmed without these details.

Stallholder documentation

- The following is a list of documents required to be kept by each stallholder (if applicable to that stallholder) on site during the show. These documents must be up to date and relevant to the stall or pitch and stallholder
- The organiser shall be entitled to request evidence of any and all such documentation from a Stallholder prior to the show.
- All documents applicable to each stallholder must be related to the specific activities of the stall or pitch at the show.
 - Signed Health and Safety Policy.
 - Signed Risk Assessment for Food and Health & Safety (including CoViD).
 - Signed Fire Risk Assessment.
 - An up-to-date TENS licence applicable to the show.
 - Food Safety Management system (SFBB), NCASS Policy (current membership) or HACCP.
 - Due diligence records for Event, including Calibration of thermometer prior to event, food delivery temperatures, fridge/freezer temperature records, cooked food probe temperatures, hot and cold hold time and temperature records. Cleaning records.
 - Local Authority records – FHRs score/date and audit covering letter.
 - Staff Medical declaration.
 - Allergen chart for products on sale.
 - Training records, Levels 2 and 3 Food Safety and Supervision, Allergen training, Health & Safety.
 - Gas test certificate and records.
 - Electrical test certificates and records.
 - Portable appliance equipment test certificate/ records and maintenance records.
 - Fire extinguisher and Fire-fighting equipment certification.
 - Materials flammability certificate (awnings, gazebo, tents).
 - Employer and Public liability insurance certificate.

Environmental Health Safety Guidelines

- All stallholder operations must be operated in line with the requirements of current food safety legislation and regulations.
- It is each stallholder's responsibility to understand and comply with all applicable environmental health regulations and guidelines, health and safety regulations and guidelines and food safety regulations and guidelines.

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 sent with your documentation but also displayed at the point of service for the consumer to view. On the 13 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.

Cleanliness

- Stallholders are responsible for ensuring that the front of stalls and pitches are kept clean and tidy throughout the show.
- With regards to personal hygiene, special attention should be paid to the requirements of all applicable legislation.

First Aid compliance

- Each stallholder must have a complete and easily identifiable First Aid Kit which must be properly maintained.
- Stallholder staff and management must know at all times how to contact a First Aider.
- Any accidents must be recorded with a copy given to the organisers, especially if the accident involved any members of the public.

Fire Safety compliance

- Each stallholder shall ensure their stall is in compliance with any statutory or local regulations in relation to fire safety.
- Every stall must be equipped with firefighting facilities as deemed necessary by your Fire Risk Assessment. They must be easily accessible and maintained in a functional condition.
- Each stallholder shall be responsible for ensuring that all staff are aware of actions to be taken in the event of fire or any other emergency.
- Each stallholder shall make themselves familiar with the evacuation plan in relation to the show provided by the organiser.

LPG/Gas Appliances compliance

- Where applicable, stallholders must be compliant with the guidelines issued by the LPG Association on www.lpga.co.uk.
- All gas equipment must be shielded from the public and comply with all applicable law and regulation.
- Any unit fuelled by liquid petroleum gas (LPG) must ensure gas connections and pipes tested have been 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.
- Propane cylinders must be located only in the open air and must not be used inside marquees, tents or other enclosures.

Insurance and liability

- It is the responsibility of the stallholder to safeguard and secure their property. The organisers do not accept any responsibility for theft, loss or damage however incurred. The stallholder releases from and indemnifies the organiser against any liabilities in respect of such theft, loss or damage.

- Stallholders are responsible for having public and product liability insurance for a limit of no less than £2 million.
- Stallholders shall indemnify the show and the organisers and keep them indemnified at all times against all claims, proceedings, demands, damages, liabilities and costs, including legal costs, incurred in connection with any breach or alleged breach of the undertakings and warranties given by the stallholder in these terms and conditions and the application and arising from any act of negligence by the stallholder and its connected persons.
- No party shall be liable to the other for loss of profits, business, revenue, goodwill, anticipated savings and/or any kind of indirect, special or consequential loss or damage.
- The organisers and the show disclaim liability for any accident, injury or loss however caused to a stallholder or its connected persons other than personal injury or death arising from the material negligence of show employees and/or agents. This applies from the stallholder's arrival on and departure from the festival grounds in connection with the show whether or not this coincides with the show date and times.

Force Majeure

- The organiser shall not be liable or deemed to be in default for any delay or failure to perform its obligations under the application and/or these terms and conditions due to any event or circumstance beyond its reasonable control including, but not limited to, weather events, government-imposed restrictions and public health emergencies.
- In the event of force majeure, the organiser shall notify the stallholder as soon as reasonably practical of any suspension, cancellation or postponement of the show.
- The organiser shall not be liable for any costs, damages, claims or losses (including, without limitation, consequential losses) incurred by the stallholder as a result of the force majeure event.
- In the event of force majeure, the organiser shall not be under any obligation to provide a refund to any stallholder.

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