



**TRADERS TERMS & CONDITIONS**

**SITE INFORMATION, RULES  
AND TERMS & CONDITIONS**

## **TRADING TERMS & CONDITIONS**

All Traders, Catering Units and Charity stands who exhibit at IOW Takeover are required to comply with the following. If any Trader is shut down for contravening any of these terms and conditions or Environmental Health standards, all fees paid will therefore be forfeited to IOW Takeover Ltd.

### **DEFINITION**

Trader: caterers, traders, charities and attractions wishing to exhibit at the event.

Pitch: the area of the site where a Trader is trading from.

### **FEES & PAYMENT**

All fees are payable to Takeover Promotional Events Ltd, inclusive of VAT.

Successful applicants will be required to make a full payment (including power and any other charges) within 31 days of the invoice being issued. No pitches can be guaranteed until full payment (or a 20% deposit, if applicable) has been received and a confirmation email has been sent. For any late payments, we reserve the right to add a 25% surcharge. Takeover reserves the right to offer your pitch to another trader if payment is not received within the given timeframe and we cannot guarantee we will be able to allocate you another pitch.

You will NOT be allowed to trade unless your full balance has been paid before the event takes place.

### **REFUNDS**

Once accepted; payments are non-refundable. If any trader withdraws from the event or cancels their pitch for any reasons, all fees paid shall therefore be forfeited, even if the pitch is re-let.

### **POSTPONEMENT ABANDONMENT**

Should the event be postponed or abandoned due to poor weather, acts of God, third party or other circumstances (including COVID-19) then no refunds will be available but will be transferred to the next event date. However, should the event be cancelled in full or postponed by the Event Organiser in its entirety prior to the scheduled date of the event, a refund of pitch fees will be made available to traders. IOW Takeover is a weather permitting event, meaning it will take place as long as deemed safe to do so. If there is adverse weather, the Health & Safety officer may refuse access onto the site. However, the site will reopen when the weather permits us to do so. No refunds are payable in this eventuality.

### **EXCLUSIVE RIGHTS**

The granting of a trade pitch does not guarantee the trader(s) sole right of selling or promoting particular goods, services or commodities unless the Event Organiser approves such an agreement in writing.

### **SITE POSITION**

The location of your pitch will be determined by the Event Organiser; no guarantee can be given as to the location of any pitch. Once sited, stalls/units should not move under any circumstances unless in an emergency, without the agreement of the Trading Managers.

### **TRADE PITCH**

Takeover takes a great deal of time strategically placing all trade stalls; therefore, pitch sizes given within the application form must be accurate. We are unable to make changes once your pitch has been allocated. All Trade pitches will be 1m away from any adjacent pitches.

Traders who may require more space on the day may be moved to an alternative space on site, however this is subject to availability.

Traders who intentionally request a pitch which is considerably larger than their trade stall is capable of occupying (which may lead to the creation of a void or unusable space between neighbouring/adjacent pitches), may be moved or have their pitch size decreased.

All parts of your stall/unit must be contained within the allocated pitch and may not encroach on adjacent pitches.

If high winds prevent the erection of marquees or gazebos, you will be offered open space to trade instead.

Trade pitches do not include any structure or weather protection; this must all be provided by the trader and these are not available for hire or purchase on site.

## **TRADER PASSES**

Trader passes are extremely limited. We feel we have been more than fair with the number of passes given per stall, so if you require more than the given amount you will need to purchase an Adults Ticket separately.

Attractions: 2 x *Trader Passes per stall*

Catering: 2 x *Trader Passes per concession*

Traders: 2 x *Trader Passes per 3m x 5m pitch*, 4 x *Trader Passes per 5m x 5m pitch*, 6 x *Trader Passes per 10m x 5m pitch*

Regrettably, we are unable to give out too many traders passes due to reduced capacity, so where possible we ask that the same people attend each day and man the pitch for the full duration of the weekend.

All trader passes and vehicle passes must be signed for and collected from the Trading Managers upon arrival on site.

## **ARRIVAL**

All traders must arrive at their allocated times in order to be checked and given approval by the statutory authorities to trade.

There will be no earlier access onto site unless agreed with the Trading Managers prior to agreement.

Upon arrival please be prepared to wait in a holding area just outside of the Main Entrance until the Trading Managers are available to greet you and complete COVID-19 entrance checks before showing you to your allocated pitch.

Traders must be set-up for trade and Health and Safety inspection by 09:00 on Sunday 13<sup>th</sup> June 2021.

## **UNLOADING**

Traders must ensure they have adequate stock for the duration of the day and may only bring their vehicle into the Trading Arena to restock prior to the event site opening.

## **VEHICLES**

All vehicles on site must display a Trader Vehicle Pass along with the name of your stall/unit and contact number.

Vehicle usage on site must be kept to an absolute minimum and all vehicles must comply with the 5mph speed limit on site at all times.

For Health and Safety reasons, vehicle movement will be restricted during the event; confirmation of these times will be given to you upon your site induction.

Any vehicles being used in an irresponsible or uncooperative way will be asked to leave the site.

All vehicles are brought onto the site at their owners' risk and must be suitably insured. The Event Organiser or IOW Takeover Ltd cannot accept any responsibility for any loss or damages that may occur.

## **CAR PARKING**

Caterer's cold units may be parked behind their pitch, however, there are some areas where restrictions apply. Any additional vehicles must park in the Trading Car Park which will be clearly signposted.

In the interest of public safety, no vehicles are permitted to move around the event site once it is live and open to the public. If there is a likelihood that you will need to leave the site during these times, then please park in the Trader Car Park.

## **HOURS OF TRADE**

The main trading hours are from 09:30 and 17:00 on Sunday 13th June but traders have the option to trade on Saturday 12th June between 11:00 and 23:00 also. Although trading on Saturday is optional, trading on Sunday is essential as your stall will add to the ambiance of the site.

**All** traders and caterers must be set up and ready to trade half an hour before the site opens to the public.

The Event Organiser reserves the right to alter the hours of operation at the event without advance notice to traders, visitors and other persons.

Pitches must remain fully assembled until the close of the core trading hours on the last day of the event unless given permission to do so by the Trading Managers.

## **TRADING**

IOW Takeover Ltd will not accept responsibility for the levels of trade for the duration of the event. No rebates or compensation will be given to traders as a result of what they consider to be “poor trade”, adverse weather, security alerts or emergencies that may require you to cease trading. It is the trader’s responsibility to ensure their pitch/stall looks appealing to customers and that they are offering the right products for the right price.

### **RAFFLES & GAMBLING**

No traders are permitted to hold independent raffles at their stalls or allow members of the public to play games of chance in order to win money prizes.

### **ALCOHOL SALES**

IOW Takeover Promotional Events Ltd have given the sole bar trading rights to Island Ales Ltd. Therefore, no alcohol shall be sold or raffled at the event without prior written permission from the Event Organiser. Please note this includes liqueur coffee and alcoholic syrups. Any traders/exhibitors found selling these products without prior written consent will be in breach of our licence conditions and will be asked to leave the site immediately. No refunds will be available in this circumstance.

### **BRANDING**

The Takeover logo is copyrighted and owned by IOW Takeover Promotional Events Ltd (Trademark Number: 00003402980). No trader shall reproduce the event logo, or any branding associated with IOW Takeover on any publicity material or otherwise without the prior written consent of the Event Organiser. Any unauthorised IOW Takeover logos or images used on any goods such as t-shirts, hoodies, baseball caps or craft goods of any kind will be confiscated.

### **PITCH MANAGEMENT**

Each Trader must ensure that all their staff are over the age of 16, adequately trained, civil, sober and well presented at all times. The Event Organiser and Trading Managers reserve the right to remove any member of staff who, in their opinion, do not meet the required standards expected of them at the event. The use of offensive or abusive or threatening language by the trader(s) or its staff will breach this cause.

### **HEALTH & SAFETY**

You are required to have a fully stocked first aid box and you are responsible for the supply of first aid for your staff. You are also required to keep an accident book. An Event First Aid station and welfare tent will be on-sire during event opening hours.

All catering concessions must meet the relevant Health and Safety Standards. All Health and Safety policies, risk assessments, method statements and insurance policies and approval of your Catering Unit must be provided in order to be submitted to the Local Authority.

In accordance with current legislation and the festival’s policies, all contractors must undertake and submit risk assessments and comply with the Health and Safety at Work Act 1974 and all other relevant safety legislation. The Electricity at Work Regulations 1989 require that any electrical equipment that has the potential to cause injury is maintained in a safe condition. As such all traders must ensure that their electric installation and appliances, together with any cabling, are in a safe condition – Current Portable Appliance Testing (PAT) certificates (and Electrical Installation Condition Report/EICR if relevant) may be requested on site prior to connection and should be available prior to and during the event. Supplies may be disconnected or withheld from traders whose installation or equipment is believed to be in a dangerous or unsafe state, suffering from persistent or continuous faults, or which could endanger a member of the public in some way. All traders must comply with any directives specifically relating to safety made by the festival.

### **STRUCTURES & BRANDING**

All structures and branding must be fit for purpose, strong, sturdy and suitable for all weathers; must also be made from flame retardant materials. All traders using marquees/gazebos or any temporary structures (including any form of signage) must secure them down onto the grass with suitable fixings/ground anchors. Traders must ensure that these structures are checked daily and be aware that it is likely that the local authority may also carry out random checks prior to the site opening to the public. Any structures/shelters found to be unsafe or insufficiently secured by either the Site Manager, Health and Safety Officer, Trading Managers or local authority representatives during an inspection must be

made safe or they will be removed.

### **DAMAGE TO THE GROUND SURFACE**

Any trader or contractor wishing to break the ground surface on site for the purpose of erecting an exhibit/marquee must first contact the Trading Managers to seek prior consent which will require them to sign a consent form. Any traders or contractors who cause damage to any part of the event site will be held liable to the costs of any reinstatements that need to take place

### **LIABILITY**

Neither the Event Organiser nor their representatives shall be held liable or responsible for the safety of or any injury to the trader, their staff or to members of the public whilst within the confines of their allocated pitch.

### **DISTRIBUTION OF LITERATURE & BANNERS**

No traders or charity stall holders are permitted to roam around the event site handing out literature, leaflets or flyers or to create/erect any displays, banners or signs outside of their allotted pitch without the written approval of the Event Organiser.

### **CHARITABLE**

Although we allow collection pots/buckets to be on your pitch, we request that no 'bucket shaking'

### **COLLECTIONS**

takes place around the site as we have found this puts customers under pressure to contribute. Instead, we encourage you to let customers come to your charity stand under their own terms to find out more about the valuable work you do.

### **SECURITY**

Traders are solely responsible for the security of their own pitch and stock. Neither the Event Organiser or Takeover security agents shall be held liable for any damage to property of the traders or of any theft in any circumstance. Traders must cooperate fully with event Security in any search of vehicles or stalls.

### **INSURANCE**

Proof of Public Liability Insurance and Employers Liability (Caterers & Attractions/Activities only) is compulsory and must be provided before you are permitted to trade at the event.

Traders must ensure that they are suitably insured with a minimum limit of £5million, this is a condition of entry. Insurance should also cover all employees and their personal effects.

### **CHILDREN**

During the pre-event build and post-event break, the entire site is classified as a construction site and the presence of children should be avoided at all costs.

If this is not possible, in order for us to allow traders children on site during these times, it is essential that all children are supervised by an adult at all times and remain in the immediate surroundings of your trade pitch.

No children shall be permitted to be in any food service or preparation areas.

### **RUBBISH & HAZARDOUS DISPOSAL**

All traders are responsible for keeping the area in front of and behind their pitch tidy and free of rubbish both during the event itself and after they dismantle their stall/ **WASTE** unit. All waste should be removed regularly to encourage site tidiness and must not cause a fire hazard or restrict emergency escape routes from the stall/unit. Every food stall must make arrangements for the storage and removal of all food waste and other refuse (including waste oil which is classified as a hazardous/dangerous waste) from the site once the Pitch is vacated. All traders must ensure that the site is left as they found it; any trader who leaves any rubbish, hazardous waste, furniture, equipment or structures will be charged for the cost of cleaning/waste disposal and will not be invited to trade at future events.

### **FOOD HYGIENE**

All Caterers must comply with Food Hygiene Regulations.

## **REGULATIONS**

The Protection of Public Safety is one of the four key licensing objectives as required in our operating schedule for a Premises Licence under section 17 of the Licensing Act 2003. It is down to the individual caterer to ensure full compliance. If found to be in breach of this objective, your stall/unit may be closed down and you will not be permitted to attend future events.

## **MENUS & PRICES, DIETARY REQUIREMENTS & FOOD ALLERGENS**

Signs must be clearly displayed to the public throughout the duration of the event to show this information. Trader/Caterer prices are set at their own discretion and are without any guarantees of custom or income from IOW Takeover. All Caterers must display clear signage reminding the public to ask you about special dietary requirements and any allergens in your food.

## **FIRE COVER**

All caterers and traders operating machinery must provide the appropriate number of serviced and in date fire-fighting equipment for your unit. Caterers must have an up-to-date Fire Risk Assessment for their unit and must complete a Fire Risk Assessment for their Pitch. This will be issued to you by the Trading Managers and must be submitted to be signed off by the Fire Marshal who will carry out an inspection of your stall/unit. Once satisfactory, you will be given permission to trade. The layout of your unit must incorporate escape routes which must be kept clear at all times.

## **ELECTRICITY**

Electricity is at the expense of the Trader.

Traders requiring an electrical supply must ensure that they have selected the correct power requirements for their pitch. Site electricity will be supplied from generators and the Event Organiser does not accept responsibility for continuous supply nor for the consequence of fluctuations in voltage including damage to equipment.

Private generators are not permitted – for health, safety and noise reasons and to ensure compliance with fire regulations, all power requirements must be pre-booked and managed centrally by the Event Organiser.

All Traders must have adequate lighting.

Caterers who pull more power than stated on their application and cause the circuit to go down will be disconnected and will have their stall closed down until rectified.

All electrical equipment on site must have been PAT tested.

## **WATER**

Fresh water is made available to all traders by standpipe which is clearly marked on the site map.

Traders will need to bring their own water containers necessary to move any wastewater from their Pitch to the wastewater disposal point (which may be up to 100m away), and suitable fresh water containers to fill at the designated water standpipes located on site.

Wastewater must be disposed of responsibly and must not be poured onto the ground, any trader found to be disposing of wastewater by any other means will be asked to cease trading.

Any containers used to carry and store water must be kept in a hygienic condition and cleaned regularly using a sterilising product. Water should be changed regularly and kept in a cool dark place.

## **GAS SAFETY**

All gas equipment must have a valid gas safe certificate.

Guidance from the Nationwide Caterers Associate (NCASS) states that Caterers 'must have only the required number of cylinders to operate the equipment plus a reserve of the same amount as a maximum.' Full/empty cylinders may be stored in the site's gas compound, but all cylinders (full or empty) must be removed at the end of the event.

Caterers must assess their individual requirements and store any excess numbers of cylinders in the compound provided. LPG containers must be kept secured in an upright position to prevent them from falling over and tampering. LPG containers must not be stored in vehicles.

## **FLOORING IN FOOD PREP AREAS**

All food preparation and storage areas must have a durable nonslip and hygienically cleanable floor. Tarpaulins or similar are not suitable.

### **COVID-19**

Each trader must ensure that they follow all the necessary Government Guidance measures to protect themselves, members of their staff and members of the public within the vicinity of their trade pitch from COVID-19.

Any trading activity that involves close contact, such as handing over leaflets etc, should only be done in a way that is safe. All catering facilities should consider social distancing at all times and where possible, avoid overcrowding or queues.

Traders must ensure they have hand sanitiser available to both their staff and members of the public and ensure their pitch is cleaned regularly throughout the day.

Card/Contactless payments are recommended if you can.