

CATERING UNIT TERMS & CONDITIONS 2022

between Stormin' the Castle Limited whose registered office is 15 Laburnum Avenue, Durham, DH1 4HA. Company registration no 3595607, referred to as "the Organiser", And ----- of -----referred to as "the Trader" Whereas the Organiser will be arranging an event at Witton Castle County Durham and the Trader wishes to participate in this event

IT IS HEREBY AGREED AS FOLLOWS

1. Definition and Interpretation

In this Agreement:

1.1 'The Event' means "Stormin' The Castle"

1.2 'The Owner' means Witton Castle Country Park

1.3 'The Licence Fee' means the fee referred to in this Agreement

1.4 'The Licence Period' means 2nd September until 4th September 2022 to include the Event and the period agreed between the parties for set-up and break down.

1.5 References to 'losses' are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.

1.6 'The Site' means the land at Witton Castle Estate hired by The Organiser for the period of The Event.

1.7 Permitted Use' means the use applied for by the Caterer and the setting up and dismantling as agreed with the Organiser during the Licence Period.

1.8 'The Rights' means the right for the Licensee to:

1.8.1 Trade at The Event

1.8.2 to enter the Owner's Land during the Licence Period for the purposes of setting up and dismantling any structures

1.9 Words importing one gender include all other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa.

1.10 Where any party to this Agreement or the Organiser for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party or the Organiser are deemed to be made by or with the persons comprising that party or the Organiser jointly and severally.

1.11 Any agreement by the Caterer not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person where the Caterer is aware that the thing is being done.

1.12 Unless expressly stated to the contrary, any reference to a specific statute or to statutes generally includes any statutory extension or modification, amendment or re-enactment of it or them and any regulations or orders made under it or them.

1.13 The Organiser hereby agrees to provide a licence to erect a stand exercise the rights and to trade for the licence period on the site at the 2022 Stormin' the Castle event at Witton Castle County Durham in accordance with the Caterers application form and the following terms and conditions and operational rules.

1.14 The Caterer understands that this is a legally binding commitment and by signing this agreement accepts the terms and conditions and information and agrees to be bound by them.

Terms and Conditions

1. The Caterer must effect and throughout the Licence Period keep in force a policy of insurance with a reputable insurance company, incorporating the standard conditions and exemptions of the insurance company, to cover all

claims arising from the exercise of the Rights in the amount of £5m in respect of any one claim for bodily injury or disease or damage to property, and must make available to the Organiser or its agent on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt. This documentation must also be made available at any time during the event upon request by The Organiser, their appointed Health and Safety representative or any relevant authority.

2. It is the Caterers' responsibility to be fully insured as the organiser will not accept responsibility for damage or losses incurred. Copies of public and employers liability insurance cover notes must be enclosed with the application form. Caterers must be aware that they are required by law to prominently display their public and employers liability insurance while trading.

3. Except to the extent that the Organiser may be indemnified by insurance The Caterer must keep the Organiser fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Caterer, or any persons at the Site acting expressly or impliedly with his authority and under his control, or arising directly or indirectly out of the exercise or purported exercise of the Rights, or any breach or non-observance by the Licensee of the obligations, conditions or other provisions of this Agreement.

4. The Caterer understands that the Organiser will not accept liability for any damages, losses, thefts, or for any legal action taken on behalf of, or by, members of the public or other bodies. The Caterer must ensure any catering unit, machinery and appliances used in food preparation also any generators are safe and must comply with the Electricity at

Work Regulations 1989.

5. All catering units on the event site will be required to display current certification for both electrical and gas safety. All units will be inspected by our Health & Safety advisor prior to commencing trading.

6. Power supplies to caterers will normally be 16 amps these will be charged at of £100 per supply for the weekend. If any caterer requires a 32 amp supply a charge of £200 per supply will be incurred. The Organiser MUST be informed of all power supply requirements by Thursday 1st September 2022 in order that the power supply company can ensure that it has sufficient generating capacity. All payments for power supply must be paid to The Organiser. Any unauthorised connections to the power supply will result in the Caterer or Caterer responsible being prohibited from trading for the remainder of the event.

7. The Caterer will be responsible for the health and safety on the stand provided by them on site. The Health and Safety at Work Act 1974 must be complied with at all times so as to ensure the safety of all concerned including members of the public. All signs and displays must be properly erected. Adequate guarding of moving machinery parts on all units must be provided and where necessary public access barred to the immediate vicinity of any dangerous products, places, process or activities.

8. The Caterer will ensure that he or she complies with all current health, hygiene and food regulations and laws and that he or she will supply, before the event, a Hazard Critical Control Point (HACCP) document to the organiser. This documentation must also be made available upon request by the organiser, their representatives or the relevant authorities.

9. All prospective Caterers must apply in advance and complete an application form.

Caterers arriving at the site 'on spec' will not be permitted to trade. The tender fee balance must be paid by 1st July

2022, failure to pay by this date will result in the cancellation of this contract. The Caterer by signing this agreement accepts that the fee which contributes to the Organiser's set up costs is not returnable provided that the Organiser in its sole discretion may return some or all of the fee if the Caterer withdraws from the event up to 30 days before 2nd September

2022. No payments can be made on-site.

10. Caterers will accept Stormin' the Castle marshals' meal vouchers which will be redeemable from the organisers at 50% face value at the close of the event.

11. Caterers are responsible for the cleaning of the area inside, in front, around and behind their stand. All litter and rubbish must be placed in the skips provided and not left at the stall site. Any used cooking oil must be removed

from the site by the Caterer. The Caterer must leave the pitch clear of all rubbish or other items on leaving and the Organiser shall charge the Caterer with any costs they incur as a result of the Caterer failing to fulfil this requirement.

12. Only authorised outlets may sell food, alcoholic beverages and Stormin' the Castle merchandise.
13. There will be no subletting without the prior written consent by The Organiser.
14. Only items listed on the Caterers application form are permitted for sale.
15. Children under the age of 16 years accompanying The Caterer must be supervised at all times.
16. Any pets must be kept in The Caterers camping area on the site behind the stalls. They are not allowed into the public areas (show field and camping fields) at any time, and must be kept on a lead at all times when on the Witton Castle Estate (there is livestock in the adjoining fields and any straying dog is liable to be shot).
17. Caterers must be aware that they are required by law to comply with all relevant legislation applying to the operation of their stand. This will include the provision of appropriate fire-fighting equipment.
18. The Caterer shall remain responsible for the actions of any third party company employed by The Caterer (for example a company erecting a marquee or stall on behalf of The Caterer) The Caterer shall ensure that any such company shall have Public Liability Insurance to a value of five million pounds.
19. Entrances and exits must be kept clear at all times to allow for emergency vehicle access and egress.
20. The Caterer shall not sell his or her wares other than at his or her allocated pitch.
21. The Caterer shall only use the allocated pitch for the permitted use
22. The Caterer is not allowed to carry out any draw or lottery.
23. No pitches are guaranteed from year to year, no favouritism will be shown to one Caterer over another. All pitches are awarded on a tender basis. Please note that no
Caterer may mark out or hold a pitch for another Caterer.
24. Any Caterer found to be in breach of these terms and conditions will not be invited to re-apply at future Stormin' the Castle events.
25. The Organiser may at its discretion remove anyone from site who is felt to be contravening any of the terms and conditions. This may be done without notice and The Organiser reserves the right not to provide a refund.
26. In the event of the Stormin' the Castle event being cancelled, The Organiser will not be responsible for any consequential loss or losses direct or indirect suffered by The Caterer as a result of any such cancellation. Whilst The Organisers will use their best endeavours to ensure the event takes place and is not curtailed if for whatever reason the event has to be cancelled before it opens or if the event has to be curtailed after it opens Caterers are reminded that the Licence Fee is not refundable (although the Organisers in their sole discretion may give consideration in exceptional circumstances to partial refunds).
27. Nothing in this agreement is intended to confer any benefit on any person who is not a party to it.
28. The Caterer will ensure that the noise limits contained within the Public Entertainment Licence or other statutory Licence are not exceeded and will (where reasonably
practicable keep such levels to a minimum). The Caterer will comply with The Organiser's requirements as to the control of amplified sound throughout the period of the event.
29. The Caterer must not do anything on the Site, nor exercise the Rights, in such a way as to cause damage to the Site or nuisance, annoyance, disturbance, inconvenience, injury or damage to the Owner or its tenants or the owners or occupiers of adjacent or neighbouring land.
30. The Organiser shall not be liable for any loss injury or damage or any interruption to

the Caterers activities which are not caused directly by its own act or omission and for the avoidance of doubt shall not be liable for any act or omission by any other Caterer or member of the public at the event.

31. The Road Traffic Acts apply to off road areas, including this venue. The Caterer should note that the police have access to the site and will prosecute anyone found driving or riding dangerously and or under the influence of drugs, or alcohol.

32. Operational rules aimed at facilitating the smooth running of the event will be provided at the event. These may be subject to revision in the light of unexpected circumstances e.g. severe weather conditions.

33. The Organiser reserves the right to inspect the catering unit at any time during an event. Should standards prove to be unacceptable to the Event Manager or their Health and Safety Representative, the caterer will cease to trade during the event and the information passed to the appropriate Environmental Health Office. No refunds will be given.

34. Access to the site will be from noon Wednesday to 7pm Thursday unless by prior consent of the Organiser. All catering units are to be sited and stocked by 7pm Thursday. Arrivals after this time will not be allowed on site or permitted to trade. No catering units will be moved or leave site before 1pm on the Sunday after the event. Any deliveries to the catering units must wait off site until the Organiser deems it safe to allow access - at times of high customer movement or congestion this could result in a few hours wait.

35. It will be required for a competent, responsible person from the Caterer's staff to be present on site from the arrival of the catering unit at the event and that a competent, responsible person is required to remain on site until 1pm Sunday after the event. If at any point it is necessary for this person to leave site, they must inform the Traders and Caterers Manager and appoint a named competent, responsible person to act and make decisions on their behalf.

36. All gas bottles and any waste oils will be removed from site by the caterers at the end of the event, failure to comply with this will result in a charge been made for the removal of the items and exclusion from further Stormin' The Castle events.

37. Only one vehicle per caterer will be permitted to park behind the unit. Additional vehicles will be directed to a separate restricted parking area.

38. Due to poor access to the site, especially during times of high volumes of customer traffic, Caterers wishing to leave or access the site will be restricted to 7.30 - 8.30 am and 7 - 8 pm. Outside of these times vehicles may be parked in a separate restricted area

39. The Organisers reserve the right to alter the programme or any aspect of the event without prior notice.

40. No petrol generators will be permitted to operate on site. Petrol powered units are far more hazardous than those fuelled by either LPG or diesel and many venues in the UK have already banned the use of them. On the advice of our health and safety advisors we have followed suit and will not allow Caterers to use petrol generators at our event.

41. The pricing of the food at the event will be at the same cost of the menu pricing application supplied by the Caterer in the negotiations with the Organiser leading up to this agreement. Any Caterer found to be exceeding the pricing structure that has been agreed will cease trading immediately and no refunds will be given.

42. All food prices will be prominently displayed on the catering unit. At no time over the period that the public are at the event will prices change on any catering unit.

43. The Organiser will not enter into any dispute between any Caterers regarding any trading issues

44. The Organiser's decision is final in any discussions, debates, or disagreements.

45. In consideration of the grant of this licence the Caterer agrees to pay to the Organiser the licence the relevant fee shown above

If accepted you will be required to sign the agreement and provide the following list of documents :

Fully completed Application Form

Public Liability Insurance (for the period covering the event)

Employers Liability Insurance (if applicable)

Menus - fully priced.

Hazard Critical Control Point (HACCP) Document

Risk Assessment (This is not compulsory but would be appreciated)

Please return your documents to caterers@storminthecastle.co.uk

Any application received without the correct documentation will be returned

Please note all caterers will be expected to provide the following on site:

- * Gas testing certificate (if applicable)
- * Electricity certificate
- * Fire risk assessment
- * Insurances
- * Record of staff training
- * Risk assessment
- * Fire extinguisher (currently dated)
- * Fire blanket (currently dated)
- * First Aid Kit
- * Suitable gas marking on the catering unit