

HALIFAX *Food & Drink* FESTIVAL

Saturday 1st July & Sunday 2nd July 2017

About Halifax Food and Drink Festival

- The 2017 Halifax Food and Drink Festival is a FREE EVENT and will take place in Halifax town centre on Saturday 1st July (10am-5pm) & Sunday 2nd July (10am-4pm).
- In 2016 around 27,500 visitors attended the event across the festival weekend.
- Stallholders will be provided with either single or multiple 3m x 3m marquee type stalls and counter top table. Limited spaces are available for catering vehicles and self-build gazebo's where appropriate risk assessment will be required.
- Across the two days, this outdoor event offers you the chance to sell your product, offer tastings to the public and improve regional awareness of your product.
- An outdoor cookery theatre will facilitate demonstrations from up and coming talented chefs from the local area.
- The event will be widely publicised across the UK through social and digital media, regional and local press, radio and outdoor signage. It is also publicised through the award-winning regional tourist agency, Welcome to Yorkshire.

Contacts

For all trader enquiries contact the festival management team;

Markets Office – Festival Delivery:

01422 393584 E: markets@calderdale.gov.uk

Marketing Halifax Office – Applications and admin:

01422 360035 E: office@marketinghalifax.co.uk

Keep up to date with the Festival

For all the latest festival news, updates and announcements;

Facebook www.facebook.com/halifaxfoodfest

Twitter [@halifaxfoodfest](https://twitter.com/halifaxfoodfest)

HALIFAX *Food & Drink* FESTIVAL

Saturday 1st & Sunday 2nd July 2017 Application Form

Please complete both pages of the application form and return to the Marketing Halifax office with **all** requested paperwork and payment by **31.03.2017**.

Please note:

- Bookings will only be accepted for both days of the festival
- Payments can be made via bank transfer (sort code 80-11-00 and account number 06062512) or via cheque made payable to Marketing Halifax. We do not charge VAT on any booking.
- **Once notification of acceptance has been received by the applicant a deposit of 50% payment will be required to confirm the booking and prevent acceptance of further bookings from similar exhibitors up to the festival's quota for that type of produce. The further balance must then be paid within one month; alternatively the full sum can be accepted immediately if this should suit the applicant.**
- If the outstanding balance is not paid by 30.04.2017 the booking will not be secured, deposits will not be refunded and the space will be offered to businesses on our waiting list.
- **An environmental deposit of £150 by way of post-dated cheque 08.07.2017 will also be required after confirmation of acceptance. All cheques will be destroyed or returned to successful applicants following compliance with terms and conditions 8.1i, 8.1ii and 8.1iii.**
- Please enclose a copy of your **food hygiene rating and evidence of food hygiene safety training certificates** along with relevant **public liability insurance** with your application
- Please ensure you have read the **terms and conditions** attached in a separate document
- A **limited** number of pitches are available for catering vehicles. Vehicles including any related equipment for operation, tow-bars and external fittings must fit within the size of area selected

Contact Name			
Company Name			
Address			
Telephone and Email	Work:	Mobile:	
	Email:	Website:	
	Facebook:	Twitter:	
	Linked In:		
Description of product(s) to be sold (please be specific as you will only be able to sell what is stated on this form)			
.....			
.....			
.....			

Specialist Diets

If your products are suitable for specialist diets, please indicate this below;
 Vegan.....Vegetarian.....Dairy Free.....
 Wheat Free.....Gluten Free.....Diabetic Friendly.....
 Other/Additional Info.....

Stall Requirements (Please select ONLY ONE from either non-catering, alcohol, catering or catering vehicle)

Non Catering Marquee	Price Per Day	Total	Please Tick	Total
3m x 3m marquee	£100.00	£200.00		£
Electricity	£10.00	£20.00		£
6m x 3m marquee	£200.00	£400.00		£
Electricity	£15.00	£30.00		£
Alcohol Marquee	Price per Day	Total	Please Tick	Total
3m x 3m marquee	£140.00	£280.00		£
Electricity	£20.00	£40.00		£
6m x 3m marquee	£280.00	£560.00		£
Electricity	£30.00	£60.00		£
Catering Marquee	Price per Day	Total	Please Tick	Total
3m x 3m marquee	£150.00	£300.00		£
Electricity	£20.00	£40.00		£
6m x 3m marquee	£300.00	£600.00		£
Electricity	£30.00	£60.00		£
Catering Vehicle	Price per Day	Total	Please Tick	Total
4m x 4m catering vehicle	£200.00	£400.00		£
Electricity	£30.00	£60.00		£
8m x 4m catering vehicle	£400.00	£800.00		£
Electricity	£40.00	£80.00		£

Operational Information

Method of cooking (Tick one)
 Not applicable..... Calor Gas/LPG..... Microwave..... Charcoal..... Other (please specify).....

Power requirements

Supply Type	Number of Power Points	Equipment To be Used
240v 13amp (up to 3Kw) Normal Domestic Plug		
240v 32 amp (Between 3Kw & 7Kw) Single Phase Supply Blue 3 Pin Plug		
415v 32 amp (Between 9Kw & 21Kw) 3-Phase Supply Red 5 Pin Plug		

Health and Safety Information (Please answer the following questions if applicable to your business)

1. Star Rating
 Please tell us what your star rating is.....
2. Handwash Facilities
 All stallholders serving or dealing with food require hand-washing facilities. Please tell us what hand-washing facilities you will be bringing with you.....

3. Fridges

Please tell us what provision you are making to ensure that your produce is kept at the correct temperature

.....
.....

Promotional Information

Festival brochure and website listing

Please provide a 50 word description of what you will be selling for the festival brochure and website. Space continues on the next page:

Cookery demonstration

Would you be interested in doing a cookery demonstration at the festival to promote your produce and stall? Please tick the appropriate response: Yes..... No.....

Recipe Promotion

Would you be interested in providing recipes for pre-promotion of the event and of your attendance through the press & social media in the run up to the event? Yes..... No.....

If yes, please email details to office@marketinghalifax.co.uk or return with your booking.

Declaration

Please Tick

All stallholders must complete and sign both pages and return with payment and supporting documentation in advance of the event. If you do not provide all required information your application may not be accepted.

I have completed both pages of the application and provided all requested information

A) I have made full payment by bank transfer **OR**

B) I enclose full payment by cheque **OR**

C) I enclose a cheque for 50% payment and a post-dated cheque for the remaining 50% **OR**

D) I have PAID 50% by bank transfer and enclose a post-dated cheque for the remaining 50% **AND**

E) I enclose a post-dated cheque for £150.00 for my environmental deposit

I enclose a copy of my food hygiene certificate or personal alcohol license

I enclose a copy of my public liability insurance

I have provided details of my electricity requirements if applicable

Signature of Contract

I declare that I have read and agree to abide by the terms and conditions and understand that failure to comply with the terms and conditions will result in the cancellation of this agreement and/or dismissal from the event.

Signed _____ Print Name _____

Position _____ Date _____

Please return your completed application form, supporting documentation and payment by 31.03.2017

to: Marketing Halifax, Halifax Food and Drink Festival, 2nd Floor, 19 Albion Street, Halifax, HX1 1DU Tel: 01422 360035

Email: office@marketinghalifax.co.uk

Important Information for Exhibitors

Applications and the produce permitted for sale should **ONLY** be considered approved once a confirmation email has been received from a member of the festival team.

FOR OFFICE USE ONLY:

Action	Details	Date	Authorised By
Approved			
Unsuccessful			
Waiting List			

TERMS AND CONDITIONS

Relating to the provision of a site and stall for the Halifax Food & Drink Festival 2017

The generality of the terms and conditions set out below are intended to assist all parties involved in maintaining a safe and healthy operation while at the Halifax Food and Drink Festival. These terms and conditions replace any previously provided relating to the Halifax Food and Drink Festival.

1. General

1.1 Definitions

- "Festival" means the Halifax Food and Drink Festival
- "Company" means the partnership of Calderdale MBC, Markets Service and Marketing Halifax (a trading name of Halifax Town Centre Forum Limited whose registered office is at Equitable House, Pellon Lane, Halifax) and, where the context permits includes, any member of the **Halifax Food and Drink Festival 2017 team**
- "Exhibitor" means any individual and/or their relative businesses that wish to trade, perform a demonstration or hold a workshop at the Festival
- "Stall" means a site and/or stand that is part of the Festival
- "Customer" means any member of the public attending the Festival that is not an Exhibitor or a member of the Company
- "Fees" means the price paid by the Exhibitor to the Company to attend as an Exhibitor at the Festival

1.2 The Company shall not be bound by any terms and conditions other than those which are set out in this document. No provisions, amendments or variations of any contract by the Exhibitor apply unless they are in writing and agreed and signed by or on behalf of the Company.

1.3 The Company reserves the absolute right to determine all sponsors of the Festival, attending Exhibitors, and the location of any Stall at all times. Exhibitors shall not raise any requisition or objection in relation to these matters.

1.4 The Company cannot and does not give any guarantee that an Exhibitor's Stall will be placed in any particular location or area.

1.5 The Company reserves the absolute right to give Customers variety and choice. Therefore unless agreed specifically between the Company and the Exhibitor, the Company cannot guarantee exclusivity in relation to any one type of food or drink, or variety of food or drink, but in the event that there should be, no Exhibitor shall raise any objection nor requisition in relation to the same.

2. Contract & Bookings

2.1 All and any applications for a Stall by an Exhibitor shall be completed in writing using the Festival booking form, and accompanied by

- i) Payment of the Fees as stated in the booking form, and
- ii) A copy of the Exhibitor's valid Food Hygiene certification (valid as at the date of the Festival) (in line with clause 6.3 below), and
- iii) A copy of the Exhibitor's certificate of insurance (valid as at the date of the Festival) (in line with clause 6.2 below).

2.2 A contract for the supply of a Stall will only exist once

- i) A valid, signed and fully completed booking form has been received by the Company, together with Fees in accordance with payment conditions as detailed in the booking form, and the copy documentation referred to in paragraph 2.1 above, and
- ii) Return of a booking form will not constitute a contract for the supply of a stall and attendance at the event. A contract will only exist once the Company has confirmed acceptance in writing or by email to the Exhibitor. At that stage, a binding contract will be entered into for attendance at the event between the Company and the Exhibitor.

2.3 In signing the booking form, the Exhibitor agrees to be bound by these terms and conditions in their entirety. The Company shall be entitled to regard any person completing and signing an application form for the Festival as having been authorised by the Exhibitor to do so, therefore binding the Exhibitor.

2.4 The Company reserves the right to refuse single day bookings.

2.5 In the event that the Exhibitor comprises more than one individual, or is a partner, the Exhibitor's liability shall be joint and several.

2.6 The deadline for receipt of fully completed booking forms is **31st March 2017**. Whilst applications may be submitted by any Exhibitor after this date, such applications will only be accepted by the Company at their absolute discretion. In this event, the Company gives no guarantee whatsoever that late bookings will receive any form of listing nor publicity within Festival documentation or advertising literature.

2.7 The Company reserves the absolute right to refuse to accept any booking from any Exhibitor for whatever reason, at their absolute discretion.

3. Price & Payment

3.1 The Fees are as stated in the Festival booking form.

3.2 The payment of the Fees will be made as per the conditions stated on the Festival booking form by the Exhibitor to the Company prior to entering into the contract.

3.3 Payment shall be made by way of cheque drawn on a UK clearing bank or at the discretion of the Company by way of bank transfer.

3.4 In the event of payment being subsequently dishonoured by the Exhibitor or in the event of any late payment whatsoever, the Company shall charge interest on any balance due at the rate of 4% over the Bank of England base rate, this being calculated from the date the payment falls due until the date of the payment in full.

3.5 The Exhibitor agrees to reimburse the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

4. Cancellations & Unforeseen Events

4.1 The Company may cancel any contract at any time, and without notice. It is however anticipated that the Company would only cancel a contract in the event of non-payment by an Exhibitor, any breach by an Exhibitor in relation to these terms and conditions, a decision by the Company not to proceed with the event, or any event outside the Company's control (such as, but not limited to, adverse weather conditions, restrictions by local government, or lack of support for the Festival).

4.2 In the event of such cancellation under 4.1 above (except for where the Exhibitor has not paid the Fees in full) the Company will fully reimburse the Exhibitor the Fees.

4.3 An Exhibitor may cancel its booking at any time but must do so in writing. In the event of cancellation by an Exhibitor, the Exhibitor shall forfeit the Fees paid, and shall not be entitled to reimbursement. The Company shall have the right to re-let the Exhibitor's Stall at their absolute discretion and Exhibitors agree to raise no objection in this regard.

4.4 The Company shall be entitled without any liability on its part and without prejudice to its other rights, to terminate a contract or any unfulfilled part of the contract if performance by the Company in relation to the Festival is prevented, hindered, or delayed. This applies whether caused directly or indirectly by any reason beyond the Company's reasonable control, and whether or not the reason existed on the date when the contract was made.

5. Liability

5.1 The Company accepts no liability nor responsibility whatsoever to any Exhibitor for any aspect of the Festival, including, but not limited to, the weather, the ground conditions, visitor numbers, the number or identity of sponsors, the number of other Exhibitors also exhibiting at the Festival, the nature of the goods any such Exhibitor is offering for sale, the location of any Stall, and/or the level of any sales achieved by an Exhibitor.

5.2 At all times, the Company reserves the right to vary or alter the date or dates of the Festival. In this instance, an Exhibitor shall be entitled to cancel and receive a full refund of the Fees paid provided that the Company is informed in writing of cancellation within a 7 day period after being notified of the variation or alteration of the date/s. If written notification is not received, then Exhibitors shall remain bound by the contract and be required to honour all obligations.

5.3 At all times, Exhibitors are responsible for their Stall, and for all belongings, goods, personal effects, property, and persons operating or manning the Stall upon the Exhibitor's behalf. The Company does not accept any responsibility whatsoever for any form of loss or damage to any item or person unless caused by the Company's negligence.

5.4 The Company shall not be liable nor held responsible in any way for any action by an Exhibitor of any of the Exhibitor's employees or agents or in respect of any action by a Customer towards or against the Exhibitor or any of its employees or agents.

5.5 For the avoidance of doubt these terms and conditions do not purport to exclude nor restrict any liability which is prohibited by the Unfair Contract Terms Act 1977 in relation to death or personal injury.

5.6 Without prejudice to the above, Exhibitors at all times should be aware prior to entering into a contract that it is impracticable for the Company to arrange any form of insurance at any level on the Company's operations in relation to the Festival.

5.7 The Company's liability for any loss or damage sustained by the Exhibitor as a direct result of any breach of the contract or any liability of the Company including negligence shall be limited to the level of the Fees only.

5.8 The Company's liability for any loss or damage expressly excludes any liability for consequential loss or losses, damage, collateral damage, including, but not limited to, loss of profit, loss of opportunity or chance, damage to property of the Exhibitor or any third party, any loss arising from any claim made against the Exhibitor by any person or third party, and any personal injury to the Exhibitor or any other person or individual where such injuries are not caused by the Company's negligence.

6. Insurance

6.1 At all times the risk in the Stall and in any produce, goods, belongings or personal effects and any personnel employed or utilised by the Exhibitor, shall absolutely be the liability of the Exhibitor at all times.

6.2 Exhibitors warrant that they are adequately insured and are responsible for arranging their own public liability, product liability and employer's liability insurance.

- 6.3 Exhibitors agree to comply with all appropriate and relevant legislation relating to health and safety, and food hygiene.
- 6.4 Exhibitors warrant that all food and produce shall be stored and served in compliance with all relevant Health & Food Safety Regulations. At all times, the Exhibitor shall be responsible for all goods, produce, food and drink sold or supplied whether during the Festival (or otherwise at other times).
- 6.5 Exhibitors should be aware that the enforcement of regulations 6.2 - 6.4 above shall be conducted by the Environmental Health Department of Calderdale Metropolitan Borough Council. Any failure to comply or any decision of Calderdale Metropolitan Borough Council officers is entirely outside the remit or jurisdiction of the Company.
- 6.6 Exhibitors are responsible for supplying any electrical equipment that they may require. Exhibitors warrant that all electrical equipment that is brought to the Festival complies with current regulations, and all equipment over one year old has a Portable Appliance Certificate to show it has been PAT tested. Such certification shall be available for inspection at the Festival by the Company or Calderdale MBC.
- 6.7 The Exhibitor warrants that it will fully indemnify the Company in relation to any breach of the above clauses 6.1 – 6.4 and 6.6.

7. Electricity

- 7.1 The Company shall use its reasonable endeavours to ensure that electricity shall be supplied on site at cost. The Company shall not be liable to any Exhibitor in relation to the non availability or loss of electricity at any time.
- 7.2 Exhibitors are not permitted to bring their own generators or power supply to the Festival.
- 7.3 Any Exhibitor who utilises more electrical power than required and/or causes any fault or downtime in the electrical supply shall be disconnected. In the event of such circumstance, the Company reserves the right to immediately close the Exhibitor's Stall and the Exhibitor agrees to forfeit payment. This shall be without prejudice to any other claim or claims that the Company may have against the Exhibitor with regard to losses arising as a result of the Exhibitor's actions.

8. Exhibitor's Obligations

- 8.1 Exhibitors agree that they will;
- i) Keep the area both in front and at the back of their Stall in a tidy condition and free of rubbish at all times. **All rubbish should be put into appropriate skips or waste containers provided.**
 - ii) **Leave their Stall in the same state at the end of the Festival as they found it at the beginning.** In the event of any non-compliance with the same the Exhibitor shall be charged and agrees to pay a fee of £150.00.
 - iii) **At the end of each day of the Festival and at the end of the Festival itself, remove ALL rubbish, goods, items, electrical equipment, furniture, and all or any other belongings from the Stall and from the Festival site.** In the event that they should fail to do so, the Exhibitor agrees to pay and shall be responsible for reimbursement of any cost to the Company in removing left items. If items are left, the Exhibitor agrees that it has relinquished all control and ownership of the items and the Company shall be entitled to take whatever steps the Company requires to remove them.
 - iv) Ensure that all food, goods, drinks and materials are safely stored at all times so as not to pose any form of hazard or inconvenience to the Company, Calderdale MBC staff, or Customers of the Festival.
 - v) Ensure that all walkways and exits are clear of obstruction at all times.
 - vi) Bring their own containers in the event that they require any water.
 - vii) Not bring any vehicle onto the Festival site during the Festival dates and times of operation (as referred to below).
 - viii) Abide by and ensure compliance with all and any laws, bylaws, speed limits, orders or requests of the Company, Calderdale MBC, the Police, Fire Authority, or any person in authority.
 - ix) Ensure that their Stall is open for trade and stocked between the hours of 10.00 am and 5.00 pm on Saturday 1st July 2017 and between 10.00 am and 4.00 pm on Sunday 2nd July 2017 ("Festival dates and times of operation")
 - x) Clearly display their trading name and address in a size and style that can be easily viewed by Customers.
 - xi) Display at all times the prices of goods, food, drink, and produce offered for sale.
 - xii) Ensure that their equipment or catering vehicle (including for the avoidance of doubt refrigeration and kitchen equipment, tow-bars, external fixtures, displays and fittings) do not exceed or overhang the Stall perimeter.
 - xiii) Not sublet or lease the whole or any part of its Stall to any third party.
 - xv) Not raise any objection or requisition in relation to their exclusion from future festivals should they fail to trade during the Festival times and dates of operation.
- 8.2 In the event of any breach by the Exhibitor of any of the provisions of the above, or of this contract generally, then the Exhibitor shall be in breach of contract and shall be liable to the Company in respect of the same.

9. Miscellaneous

- 9.1 The Exhibitor confirms that they have not relied upon any warranty, representation or undertaking of or on behalf of the Company or of any other person in respect of the Festival, any past Festival or event held or promoted by the Company, except for any representation, warranty or undertaking expressly set out in the body of these terms and conditions.
- 9.2 At all times it is the responsibility of the Exhibitor to ensure that their attendance at the Festival shall be suitable for their requirements.
- 9.3 No waiver by the Company of any breach of contract by an Exhibitor shall be construed as a waiver of any subsequent breach of the same or of any provision hereof.
- 9.4 Failure or delay by the Company in enforcing or partially enforcing any provision of these terms shall not be construed as a waiver of its rights generally under the contract.

- 9.5 For the avoidance of doubt nothing in these terms confers upon any third party any benefit nor the right to enforce any term or terms of the contract.
- 9.6 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part then the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be effected thereby.
- 9.7 Obligations by more than one person are joint and several and where any party under the contract at any time is more than one person references to it are to each person individually as well as jointly with the others comprising it.
- 9.8 The Company may at the Company's sole discretion subcontract the performance of the contract in whole or in part.
- 9.9 The Company shall be permitted to transfer this contract and its obligations and liabilities under it to Halifax BID Limited and the Exhibitor agrees to the transfer of the contract accordingly.
- 9.10 These terms and conditions and the contract shall be governed by and construed in accordance with the law of England and Wales.