



Terms and Conditions

This copy of our standard terms and conditions is intended to apply across vendors and attractions that plan to attend and trade.

VENDORS - Please read ensure that you read these Terms and Conditions carefully

Smoke and Fire Festival 2023 takes place at the following sites

23-23 April: East Anglian Game and County Fair Euston Hall, Thetford

1-3 June: Red Rooster Festival, Euston Hall, Thetford

22-23rd July: Winslade Park Exeter

5-6th Aug: Ascot Racecourse

26-27 and 28th Aug: Promenade Park, Maldon, Essex

and is organised by **SMOKE AND FIRE EVENTS LIMITED**. If you have any queries please contact info@Smokeandfirefestival.com. Where we refer to 'us' or 'we' or 'our' in these terms and conditions 'us' or 'we' or 'our' means or refers to Smoke and Fire Festival Limited.

1.0 YOUR PITCH FEE, No trader will be allowed to set up or come on-site without full payment having been made in advance to the organisers. Or where a percentage is being taken against Turnover, the initial deposit has been paid in full. All pitch fees are exclusive of VAT. **As a VAT registered Company, we need to charge VAT at the standard rate (currently 20% of the total figure) on rent and concession/tender rates paid by you, the trader to us, and the festival Organiser. This is of no benefit to the festival/event organiser; it is a TAX by HMRC.**

1.1 No Sub-Letting

Trade Stand space shall be for the sole and exclusive use of the trader applicant and no sub-letting of space is permitted.

2.1 LOAD IN -Stand Preparation and site clearance

VEHICLES WILL NOT BE PERMITTED ON THE FESTIVAL / EVENT AFTER 8.30 ON THE EVENT DAYS. The Festival area will be open for main exhibitor's equipment from between the hours of (09:30 pm and 17:30) the day before the opens to the public and from 07.00am on the first event day and you will be provide with arrival slots... it is your responsibility to arrive within the designated time. **(ASCOT Only -All Artisan Marquee exhibitors can set n Friday or on the Saturday Morning but only between 07:00 – 09:00 am).** Any equipment left on the Festival area will remain at the sole risk of the exhibitor. The Festival ground will be manned on the night of the events but no responsibility whatsoever can be held against The Smoke & Fire Festival and any Festival volunteer wishing to stay on the Festival site the night before the festivals can do so only with the permission of The Smoke & Fire Festival organisers.

*No guarantee can be given as to the location of any Trade Stand. Any exhibitor who breaks the soil of the Festival ground for fixing any exhibit must restore as found. Exhibitors will be held responsible for any damage done to the property of the Festival Organisers, its contractors and other exhibitors.

2.1.1 *All rubbish and equipment must be binned and removed before leaving the Festival site. Failing this, the Festival Organisers will perform the removal and any necessary work or reparation and the stall holder will forfeit their £60 Litter Bond (**See section 11.1**)

Important please read

2.2.The Smoke and Fire Tasting Trail - : As the UK's largest BBQ and Out cooking festival. It's important for us that our visitors are able to try as many different types of food types and cooking styles as possible.

In order to do this and as part of being allowed to trade we expect **all Smoke and Fire Vendors** to offer a sample-size dish of one of the main meals offered on their menu. We will be promoting and offer an advance purchase meal ticket for £20.00 which will entitle the owner to 4 x sample meals. Each token is worth one Sample meal of their choice from each of our food vendors. For each token (**you the Food Vendor will be paid £4.00 by the organisers**) based on the number of tokens collected and returned in aid of Air Ambulance. The Smoke and Fire Food Meal ticket will be promoted via the website and on all printed media,

2.2 Liability and Indemnification of the Fair

The Festival Organisers, its officers, servants, agents and employees will not be responsible for, or accountable to, any person whatsoever for any damage or loss, however, caused, to the property of any such person that may occur whilst upon the Festival or Car Parks or whilst entering or leaving the same.

The Festival Organisers, its officers, servants, agents and employees will not be responsible under any circumstances whatsoever for any accident, loss or damage, however, caused, that may occur to, or be caused by any person or to or by any animal, vehicle or equipment exhibited or brought onto the Festival ground or Car Parks. Each exhibitor or competitor shall accept sole responsibility for any such accident, loss or damage concerning him and shall hold the Festival Organisers, its officers, servants, agents and employees harmless and indemnify them against any legal proceedings arising therefrom.

Each trader and competitor must have adequate public liability insurance cover in order to trade at Smoke and Fire Festival and Events.

3.1 Admission and Vehicle Passes

Traders who have paid their appropriate booking fee will be sent at least seven days before the Festival your Festival Traders packs as detailed. Passes will be required for vehicles prior to the Festival. These must be requested on the application and will be issued on acceptance. Vehicles without a pass will not be allowed entry to the Festival Area Traders Car Park.

4.1 Vehicles on Festival Ground

To comply with Health and Safety requirements, unless specifically authorised by an official, vehicles will not be permitted on any Smoke and Fire Festival site after 08.30 on the event days. No vehicles may be moved about the Festival area between the hours of 09:00 am and 30 minutes after the officially published festival closing time. There is a 5mph speed limit in force always. If vehicle towing is required, then Smoke & Fire accept no responsibility whatsoever if any damage is caused.

5.1 Duration

Stands **MUST** be ready for trading at 9.30 and **MUST** be kept open until the official Festival closing times

6.1 Nuisance

The use of loudspeakers is prohibited unless written permission has been obtained by the Festival organisers and traders must not create noise, likely to cause nuisance, damage or offence to adjoining stand-holders, visitors or other Castle visitors.

7.1 “Cheap Jacks”

Vendors of low quality trinkets, plastic toys and other articles of a “cheap jack” nature are not permitted to exhibit and the selling of goods by auction, shouting or any other annoying behaviour is forbidden

8.1 Certificates

Foodstuff

NO READILY EDIBLE FOODSTUFFS MAY BE SOLD ON THE GROUND OTHER THAN BY THE OFFICIAL CATERER OR BY A NOMINATED TRADE STAND HOLDER WHO MUST FIRST OBTAIN WRITTEN PERMISSION FROM THE FESTIVAL ORGANISERS TO DO SO. They will be required to comply with the Food Safety (General Food Hygiene) Regulations 1995 and the Food Safety (Temperature Control) Regulations 1995. Written Food Safety Management Procedures are required by law. These must be available for inspection at all times.

Any exhibitor selling alcoholic beverages or foodstuffs containing alcohol must have an appropriate licence to do so.

8.2 Fire Precautions

All traders must supply their own 5kg dry powder fire extinguisher bearing current proof of test designed to deal with the risk involved and of a type approved by the local Fire Authority. Food and drink traders must supply a fire blanket. All exhibitors must take proper precautions against fire. Including display of notices to prohibit smoking in the immediate vicinity of any inflammable material or inside stands/tents. All tents are to be fire retardant. No naked flames are permitted on any stand without agreed risk assessment **FAILURE TO COMPLY WITH THIS REGULATION WILL RESULT IN CLOSURE OF YOUR THE STAND.**

8.3 Statutory Requirements

You must ensure that where appropriate your business is fully compliant with the following statutory regimes:

- I. Management of health and Safety at Work Regulations 1999
- II. The Manual Handling Operations Regulations 1992
- III. Personal Protective Equipment at Work Regulations 1992
- IV. Provision and Use of Work Equipment Regulations 1992
- V. Food Safety (General Food Hygiene) Regulations 1995
- VI. Food Safety (Temperature Control) Regulations 1995
- VII. The Management of health and Safety at Work Regulations 1992
- VIII. The Health and Safety at Work Act 1974
- IX. Highly flammable and Liquefied Petroleum Gases Regulations 1972

8.4 Gas

All stand-holders must ensure their gas appliances have been recently examined and tested by a competent person and labelled to indicate the examiner's name and the date of the examination. The organisers will not allow any appliance to be used unless this has been done.

8.5 Electricity

Electricity is not available on the Festival site unless it has been pre-booked. Proof of electrical safety must be available for all electrical equipment used. Fully competent electricians must be employed for all 240V electrical work on the Festival site . 110V equipment is preferred.

- a.) **Stand-holders may use generators, but they must be properly silenced to the extent that no nuisance is caused to other exhibitors. It is essential to use a quiet type of generator or provide a baffle to cut down noise. The Festival Organisers will shut down any noisy generators.**
- b.) **No generators will be allowed in any of the Marquees and stand-holders should notify the Festival Organisers with their application of electricity if required, indicating the number of sockets (maximum 2) and maximum loading.**

Please note that only one 13 Amp electrical appliance can be used per socket.

9.1 Use of Trade Stand

The display of any sign, placard, notice, distribution of leaflets or any other activity limited to any trade stand or business may only take place on an exhibitor's own stand and is expressly prohibited elsewhere.

10.1 Competitions, prizes-draws, Raffles etc.

Apart from Charity Trade stands issued with a permit, NO stand-holder will be permitted to levy a charge for any competition held on the stand. No promotion of any competition/prize draw shall be carried on outside of the booked stand space.

The Event Organisers reserves the right at its sole discretion to stop any competition which it considers unsuitable/unsafe.

11.1 Removal of Rubbish

You agree to pay a refundable Bond,£60 which will cover litter, damage & impact to us. This will be paid in cash (Notes only) , on arrival at the Event Site. This bond can only be returned to you 48hrs after the event via a bank transfer:

- A. by Smoke and Fire Festival (SAFF); and
- B. after inspection of Your Pitch by; and
- C. confirmation from SAFF that you have left your Pitch in the condition that you found it, as set out in Section 2.1.1 above (to include but not limited to the removal of all equipment, refrigeration, gas bottles, oil and/or litter).

Any official of the Festival Organisers shall have the power to expel from the Festival ground any exhibitor or his representatives failing to comply with these Rules and By-Laws within these terms and conditions.

12.1 Infringement of Rules and By-Laws

Any official of the Festival Organisers shall have the power to expel from the Festival ground any exhibitor or his representatives failing to comply with these Rules and By-Laws within these terms and conditions.

13.1 Disputes

Any disputes arising from or out of these Rules and By-Laws shall be submitted in writing to the Festival Organisers for adjudication and the decision of the Festival Organisers shall be final and binding on all parties.

14.1 Health, Safety & Welfare

All persons involved shall comply with the Health & Safety Policy which is available upon request. This will include supplying such information as is requested by, and any additional requirements of, the Festival Organisers.

15.1 Accidents, Near Misses & Hazards

On the event days, first aid support will be available on their stand or can be summoned by stewards via radio. On your load in day you are required to make your own arrangements. If you have qualified persons who would be prepared to help others, please tell us. A formal book is kept in the Festival Office by the Auditorium to record accidents, near misses and hazards. Notify all an official in the Festival Office.

16.1 Vulnerable Persons

You are responsible for your own people and should make arrangements for nursing mothers and pregnant women. Disabled persons and children are to be adequately assisted and supervised by you as necessary at all times.

17.1 In The Case of Evacuation

1. Before leaving, make a quick visual check of your stall. Is there anything unusual, or anything you don't recognise as your property?
IF YOU FIND SOMETHING, DO NOT TOUCH, REMEMBER THE DETAILS, INFORM AN OFFICIAL IN THE FESTIVAL OFFICE BY THE MAIN AUDITORIUM.
2. Can your cash receipts be removed easily from the stall? If so, take them with you, if not, secure them and leave. Do not attempt to remove your property /vehicles unless asked or directed to do so by police.
3. Ensure all persons are accounted for to the best of your ability. Leave the area or Castle as directed by the Stewards/Police.

Do not attempt to return to the Castle Festival ground unless cleared to do so by the Police.

4. DO NOT PANIC, WALK QUICKLY, DO NOT RUN

18.1 Dogs

Only Dogs with a dog pass are allowed within the Festival site – with a Pooch Ticket only They must be kept on a lead at all times when in the designated festival area.

19.1 Photography

Any photographs taken by festival officials on the day are the ownership of Smoke & Fire Festival. Smoke & Fire Festival reserve the right to use the photographs for marketing purposes.

20.1 Marquees/Gazebos

It is the stall holder's responsibility to make sure their Marquees/Gazebo's are well anchored to the ground and not to cause damage/annoyance to other exhibitors.

21.1 Camping

Where camping is allowed -Please note we have a no naked flame policy at the festival other than in areas approved by the organisers such as the BBQ competition team areas. Fires flare and fireworks, Chinese's lanterns etc. will be extinguished by the festival organisers.

22. Prohibited items

We do not permit the sale (even at zero cost) of any of the following items:

- Knives or any other dangerous items
- Prohibited or controlled drugs
- Fireworks
- Legal highs
- Substances that are sold for their psychoactive properties but under the pretence that they are inedible
- Gases for inhalation (e.g. nitrous oxide)
- Tin foil

barbecues • Kites • Chinese lanterns • Lighters or matches • Any products contained in, or made from glass • Solvents • Any form of flammable substance

Fire risk assessment must be completed by all stall holders and emailed back to the organisers



Fire Risk Assessment

Exhibitors 2023

Trading Name

Contact No.

In order to comply with relevant fire safety legislation, you **MUST** complete a Fire Risk Assessment of your stall or unit. This includes if you have a table inside our Marquee.

The Risk Assessment needs to identify the fire hazards and persons at risk; you must endeavour to remove or reduce these risks and protect people from fire. Failure to comply with this requirement will result in you being removed from the site.

You must be able to answer YES or N/A to the following questions.

	YES	NO	N/A
1. Make sure there are adequate exits provided for the numbers of persons within your unit or stall/table and that the exits unobstructed at all times the stall is in use?			
2. Do you have an adequate number of fire extinguishers/fire blankets available on your stall if applicable?			
3. Has the fire-fighting equipment been tested within the last 12 months and is the staff instructed on how to use it? (This may be checked by our stewards on the day)			
4. Have your staff been made aware of what to do should an incident occur, how to raise the alarm, evacuate the unit, and exit locations? (This is in our T+C)			
5. Have you identified all ignition sources and ensured that they are kept away from all flammable materials?			
6. Are the structure, roofing, walls and fittings of your stall or unit flame retardant? (This may be checked by our stewards on the day)			
7. Do you have sufficient bins for refuse? Is all refuse kept away from your unit and any sources of ignition?			
8. Are you aware that petrol generators are not permitted on site without a separate risk assessment?			

If you use LPG, Gas – please contact the show office

PLEASE NOTE:

THIS DOCUMENT DOES NOT PRECLUDE YOU FROM POSSIBLE PROSECUTION OR REMOVAL FROM THE SITE BY THE ORGANISERS, SHOULD A SUBSEQUENT INSPECTION REVEAL UNSATISFACTORY STANDARDS.

Stallholder/

Person Responsible:

Signature

Print Name

Date

By signing, you acknowledge that you have read, understood and agree to abide by all of the Terms & Conditions.

IMPORTANT PLEASE READ AND COMPLY

CERT DOCUMENTATION REQUIRED to be sent to the organisers prior to attending and no later than 30 days before any of the festival dates you intended to trade at if you intend to trade at more than one we will only require you to send your certifications before the first festival: **However you are required to have your certification and proof of insurance on you at all times when trading as any of our events.**

You will also need to ensure that where appropriate you will have the following documentation available for inspection on arrival and throughout your time at any **SMOKE AND FIRE FESTIVAL/EVENT 2023** at all times if you are unable to do this you are required to notify the organisers before attending.

- I. Certificate of Registration with the Environmental Health Service of your Local Authority (food and drink traders only)
- II. PAT certificates for any electrical appliances used
- III. Gas Safety Certificate from a Gas Safe engineer for any gas appliances used
- IV. Public Liability Insurance Certificate and Schedule
- V. Employers Liability Insurance Certificate and Schedule
- VI. Completed Health and Safety risk assessment (food and drink traders only)
- VII. Completed Fire Risk Assessment