**Trader Terms and Conditions**

The Loddington Farm Ltd. (TLFL)

**APPLICATION AND PAYMENT TERMS**

Completed applications will be reviewed by TLFL organisers on a case-by-case basis and we will email the Exhibitor to confirm whether the application is accepted. If your application is successful, we will email you to confirm. You will then need to accept the contract and terms and upload any relevant documents to your trader account. A booking is only confirmed once the TLFL team have accepted the application form and a full payment has been made. If full payment is not received within 7 days of the invoice being sent, TLFL reserve the right to cancel the booking and offer the pitch to another trader. Should you need to cancel your pitch, you will receive a refund of 50% of the pitch fee, providing the cancellation is before 19th November 2023. For any cancellations after this date, no refunds will be given.

**EXHIBITOR PITCHES**

Outdoor pitches are allowed space for limited customer seating, in front of their stand. Exhibitors are responsible for providing their own food preparation and cooking equipment such as: chiller cabinets, hobs, freezers, cleaning products, and kitchenware and hand-washing facilities. Exhibitors are also responsible for their own stands Covid 19 health and Safety signage, equipment and policies and must provide a copy of this specific element on a detailed risk assessment prior to event. Exhibitors are not permitted to trade outside of their fixed pitch unless agreed by TLFL in advance. TLFL will plan the layout of the event carefully in advance to try to satisfy the requirements of members of the public and Exhibitors alike. The layout of the festival and specific pitch allocation can’t be altered on the day. Any specific requirements or pitch preferences must be requested at the time of booking. The Loddington Farm Christmas Fair will ensure a variety of stalls with a mix of producers, food and drink types and crafts but cannot guarantee number of stalls per type or whether other stalls will be selling similar products as their secondary products. Exhibitors must provide a list of their intended products for sale prior to the event, and this will be detailed on their application. Exhibitors must stick to this product list during the event and must not sell products that haven’t been communicated to TLFL in advance. Changes can be made to Exhibitors initial product list if this is done prior to the event and must be submitted in writing and will be subject to TLFL approval. If an Exhibitor attempts to sell anything not listed on their application form, they may be

asked to cease such sales and in extreme cases be removed from the event. TLFL are

not liable for any losses incurred as a result.

**FESTIVAL TRADING AND SITE OPEN TIMES**

**The fair is open to the public from 10am – 4pm**

**Trader timings**

**Hot Food / Alcohol: 10:00 am**

**Artisan Produce/ Arts & Crafts:10:00 – 16:00**

**SET UP**

Traders can set up from 8:00 – 09:30am on the 9th December.

**MAIN SITE ADDRESS**

Loddington Farm Ltd.

Loddington Lane

Maidstone - Linton

ME17 4AG

**POWER, ELECTRICAL & GAS REQUIREMENTS**

Electricity is available and is payable in advance. All Exhibitors are responsible for ensuring that they have their own food storage facilities in place to ensure all produce is kept within the required legal temperature ranges, throughout the course of the event. All electrical equipment must be PAT tested and certificates visible with the dated test label clearly attached. All marquees have to have fire retardant roof and side covers. All fire certs to be provided prior to the event (see more information regarding this on Checklist for Traders) You **MUST** specify the power you require on your stand order form, if power is not pre ordered it will not be available on site. An inspection by the Health and Safety Officer will take place Saturday morning. All electrical equipment and LPG equipment will be checked, and no trader is able to commence trading before then. Anyone failing to produce relevant documentation will not be able to use this equipment. Full inspection of public liability, hygiene certificates, local EHO registration and individual risk assessments will be required by the organiser

for each trader. If these are not in order, we cannot allow trading until all documents

are on file. These **MUST** be supplied in advance. Any traders using LPG must have their equipment covered by a current Gas Safety Register test and have a fire extinguisher on their stall which is a minimum size of 6kg/6litre and has been tested within the last year. All gas cylinders **MUST** be removed at the end of the fair. All cylinders must be clearly marked with your name and contact details. The gas cage is located by the generators, ask a member of our team for its exact location on site. Your LPG canister must have properly fitted and working crimped gas hose fixings. Jubilee clips or similar will not be acceptable. Without the correct crimped gas hose fixings you will not be permitted to use your LPG canister. No naked flame is permitted for cooking, other than LPG (Liquid Propane Gas).

**STAFF PASSES & PARKING**

Once on-site please register with a member of the TLFL team and collect your staff passes which will give you and your staff access for the duration of the event. Free parking will be supplied for all traders.

**FIRST AID**

Stallholders are required to provide their own first aid kit. Please contact the festival organisers in the

event of first aid emergencies and also where applicable the emergency services. TLFL will record all accidents, incidents and near misses; all traders must report any accidents, incidents and near misses to the Health and Safety Manager.

**EMERGENCIES**

In the event of an emergency evacuation of the area, traders will be instructed on the course of action by security. In the case of a fire please make safe your area if safe to do so and then follow the stewards instructions to safety.

**GENERAL**

• The stallholder agrees that it will not hold TLFL liable for any losses, injury or damage to it or its equipment that is incurred consequent to its activities at the festival.

• The stallholder accepts and agrees that TLFL will not be held liable for its volume of trade at the event.

• Security will be provided during the event.

• TLFL will not be responsible for any cash.

• TLFL holds public liability insurance, but this does not cover the stallholder’s own stock, cash, contents, employees’ insurance etc.

• Lost/ Found/ Children / Vulnerable Adults should be reported to Fair Manager and taken to the designated Lost Children / Property Stand. See location on map OR keep them safely at your area and get a member of your team to contact a security steward or festival manager who will all be in radio contact with the organisers’ office and security.

• Parking in the car park is at the owner’s risk.

• Exhibitor Lanyards must be worn at all times.

• Exhibitors must keep their stall area (and the immediate area surrounding it) tidy and clear of all rubbish. Exhibitors are responsible for disposing of their own refuse. Refuse and recycling points will be available at various locations across the event location. A £100 clean up fee will be charged if any exhibitor fails to dispose of their refuse in this manner or leave their rubbish anywhere other than as directed.

• No Exhibitor shall be allowed to behave in any way so as to cause annoyance/risk of, and/ or actual damage/harm/ loss to TLFL /members of the public/other Exhibitors.

• All Exhibitors must remain trading during the event hours as specified in the application. No movement of vehicles will be permitted on site until the event is closed to the public.

• It is the responsibility of the Exhibitor to secure their own property during the event (and overnight if applicable) TLFL do not accept any responsibility for theft, loss or damage incurred.

**HEALTH & SAFETY INFORMATION**

The contents of this section act as a guide only and are not intended to be a complete statement of law or other regulations. TLFL are committed to providing, maintaining and promoting the highest standards of Health, Safety & Welfare at all our events. All Exhibitors are required to provide copies of their Food Hygiene Rating and certification to TLFL. This documentation will be provided once application has been approved. The local Environmental Health team may attend without prior notice. Spot checks will also be carried out by TLFL at every event. Written Food Safety Management

Procedures are required by law and must be available for inspection by TLFL and licensing authority staff at all times. Should an Exhibitor fail to demonstrate Food Standards and Hygiene Practises to a

level acceptable to any Environmental Health officer in attendance and/or to TLFL, may result in the Exhibitor being removed from the festival. In this circumstance, no refund will be given and any losses incurred by the Exhibitor shall be the sole responsibility of the Exhibitor. All exhibitors and contractors at the show are expected to ensure that they provide a safe place and system of work, as is their legal duty under HASAW 1974. Successful safety management requires the commitment, involvement and co-operation of all those on-site at an event. The Health & Safety at Work Act 1974

This is the legislative foundation for all workplace Health & Safety Regulations. There are a number of areas of the Act which are of particular importance to the management of contract work:

• Provision and maintenance of safe plant and safe systems of work

• Safe handling, storage, maintenance and transport of work articles andsubstances

• Provision of information, instruction, training and supervision

• Provision of a safe place of work with safe access and egress

• A safe working environment with adequate welfare facilities

• These must be maintained for exhibitors, contractors and employees of ANY company working within any premises hired by TFFK.

• Places a general duty on employers to ensure the health and safety of people who may be affected by work activities but who are not employees; this includes contractors, temporary workers and visitors on site.

• General duties of persons concerned with premises to persons other than their employees.

**The Management of Health and Safety at Work Regulations 1999**

These require additional action to be taken in order to ensure compliance.

Namely:

• Requires suitable and sufficient risk assessments to be completed, all significant risks must be identified with suitable and sufficient control measures put in place.

• Appointment of competent persons in health and safety

• Establish and implement emergency procedures

• Co-operation and co-ordination in shared workplaces

• Provision and sharing of information

In addition, you should ensure that you meet and where possible exceed the expectations of our health & safety guidelines, making all efforts to ensure compliancy with reference to but not exclusively the following:

• Food Safety Act 1990

• Food Hygiene Regulations 2005

• Food Hygiene Regulations 1996 (market stalls & delivery vehicles)

• Food Hygiene Regulations (amendments) 1990 & 1991

• Management of Health & Safety at Work Regulations 1992

The contents of this section act as a guide only and are not intended to be a complete statement of law or other regulations.

**Health & Safety Do’s & Don’ts**

• Accidents

Please report accidents or ‘near misses’ to the organisers.

• Alcohol & drugs

Any person found to be under the influence of alcohol or drugs will be asked to leave the site immediately.

• Electrics

All electrical installation work must be undertaken by the official electrical contractor unless it has been pre-fabricated off site and has a current in date PAT test certificate

• Fire Extinguishers

If you are cooking on your stand you are required to have available your own fire extinguisher suitable for the fire risk. All traders are responsible for providing their own fire extinguishers. In addition, we will require proof of maintenance and inspection by a competent person within the past 12 months and any LPG must be covered by a current gas safety register certificate

• Ladders

Use the right ladder for the job, fix at a 1:4 angle – be aware of the Working at Height Regulations – Contact the organisers for further advice. Manual handling Think before lifting / Stand as near to the object as possible / Bend your knees / keep back straight / Grasp the load firmly / Lift with your legs / Hold the load closely to the centre of your body.

• Personal Protective Equipment (PPE)

Wear the right clothes & shoes for what you are doing and the environment you are in.

• Rubbish

Don’t keep it stored on your stall – it’s a fire hazard. Contact the organisers for disposal.

• Staff

Make sure your staffs are briefed properly regarding all health & safety guidelines within this document.

• Vehicle movement

Be careful when you arrive & are unloading – If required please see the organisers for assistance

• Unusual features

Contact the organisers if you are having a water feature, massage, any special effects, anything that causes excessive heat or light, animals.

• Working at Heights

If you are working at height, then do ask for our guidance notes on Working at Height Regulations 2005.

• Young persons Under 16 are NOT permitted during build up and breakdown.

Food, Safety & Hygiene – HACCP (hazard analysis of critical control points) Food exhibitors are responsible for observing the strictest food hygiene practice. All food exhibitors are required to complete a HACCP (Hazard Analysis & Critical Control Points) form and a Health and Safety sign off form. All exhibitors should ensure they have a small receptacle with water for washing hands

at their stalls and that all food handlers wear appropriate protective gloves and carry

disinfectant hand gel. Food sampling must be carried out in such a way that customers do not touch the food that other people will eat, to minimise the risk of cross-contamination.

The guidance below should be followed:

Food should be placed to be sampled where the exhibitor can see it and therefore supervise customers. Customers should not be allowed to sample from food held as stock. If possible, samples should be offered from plates or small bowls. However, large bowls or piles of food for sampling should be avoided to minimise the risk of customers putting fingers into the food. The use of breakable cocktail sticks is not permitted. If food items such as biscuits are being used to take sample food from dishes / bowls only items that will not break off into the sample must be used (to prevent customers putting fingers into the food to retrieve the biscuit) Customers should not be allowed to “double dip” biscuits, sampling sticks etc. Bowls, dishes or plates should not be topped up unless they have been properly cleaned after use. Customers should be directed as to where to place any discarded items, such as sample sticks and stones from food. Different containers for food and waste should be used to help avoid confusion by customers.

**LICENSES & TRAINING**

Documentation

Exhibitors are responsible for submitting all requested documentation to TLFL within 30 days of the confirmed booking. Full details of what paperwork, certificates, licences etc. we require will be sent to the exhibition upon confirmation of successful application. In the event that such paperwork has not been received by TLFL within that timeframe, TLFL reserves the right to cancel the booking and no refund will be due to the Exhibitor.

Training

All food handlers must have received training to a level commensurate with the food handling that they are involved in. Therefore, the level of training required for a Chef cooking high-risk food will be higher than for an employee just selling wrapped low risk products such as sweets.

Food Handling Certification

Any company proposing to sample or retail food, drink or ice must inform to the Organisers that at any time on their stand there will be present at least one member of staff holding a Basic Food Handlers certificate or equivalent approved qualification. It is a legal requirement that each stall where food is sampled / retailed must include one member of staff who holds this certificate or equivalent; copies should be made available to the Organisers Office upon request. For your reference, the definition of a Food Handler is “any person involved in a food business who handles or prepares food whether open (unwrapped) or packaged”. For these purposes, ‘food’ includes drink, ice and confectionary.

Food Safety & Minimum Standards

All food preparation, cooking and dispensing operations must comply with current legislation.

Food: Risk Assessment

All food businesses need to carry out a hazard analysis approach. This means that businesses must look at each stage in their operation from the moment they purchase food to the point where it is sold or sampled. At each stage the business needs to consider the hazards, the controls needed to eliminate these hazards and any monitoring that is required to demonstrate that the controls are in place. It is the duty of the food operator to be able to demonstrate that this process has been undertaken by way of regular procedures to verify that the above measures are being acted upon and establishing documents and records commensurate with the nature & size of the food business to demonstrate the effective application of the above measures.

Further information can be found by visiting:

**www.food.gov.uk/foodindustry/regulation/hygleg/hyglegresources/sfbb/sfbbcaterers/**

Kitchens & Stands Processing & Serving

Food All stands serving or preparing food must comply with the stand fitting regulations and be enclosed with a 15 minute fire-resisting construction. Any area which exceeds 6m in either length or breadth, they must have two separate exits, sited remotely from each other. Unenclosed cooking arrangements may be considered and is subject to written approval from the venue. Stalls may not be used to process or serve food if they are in poor sanitary condition or in such a condition as to expose food to risk of contamination. Stalls / kitchens / food preparation and dispensing areas must be in good order and repair to enable them to be cleaned easily and properly. Therefore all the surfaces likely to be soiled during the event should be at least sealed covered or gloss painted. The kitchen / food preparation area must be of adequate size to meet the potential demand put upon it and should include adequate storage (refrigeration and ambient) and water and waste facilities.

**Equipment**

Any equipment, including food containers, which is likely to come into contact with food must be kept clean and be constructed of materials that are not absorbent and can easily and properly be cleaned.

**Deep Fat Fryers**

Deep fat fryers shall be located on stalls so as not to endanger anyone in case of flashover or positioned so that rainwater cannot fall into them. Except for table top type domestic fryers, they must be provided with thermostatic controls which will cut out at 200°C to prevent overheating of the oil and subsequent flashover. All fat fryers, including tabletop fryers, shall be guarded with suitable, protective shields when positioned in close proximity for visitors and shall be installed and operated in accordance with the relevant standards. If you are using a deep fat fryer, then you

are required to provide an AFFF Fire extinguisher and be competent in its use.

**First Aid Equipment**

Each stall where open food is handled, prepared or dispensed, must be provided with a supply of blue, waterproof plasters and bandages. Where staff is employed to operate the business, the higher standard of first aid box, complying with the Health & Safety (First Aid) Regulations 1981 must be provided, or other suitable arrangements made.

**Fire-Fighting Equipment**

If you are cooking on your stand you are required to have available your own fire extinguisher suitable for the fire risk. All traders are responsible for providing their own fire extinguishers. In addition, we will require proof of maintenance and inspection by a competent person within the past 12 months and any LPG must be covered by a current gas safety register certificate

**Food Safety**

All preparation, handling and distribution of food for sale or supply must be carried out in a hygienic manner. Any foods likely to support the growth of pathogenic microorganisms or toxins should be maintained at a temperature of 8°C or below. Cooked food which is kept hot must be kept above 63°C. Reheating of cooked food must be carried out at a temperature of at least 75°C. Frozen food must be kept at -18 °C or below. Refrigeration temperatures must be measured with a suitable thermometer and recorded daily. All food on a stand must be protected from risk of contamination likely to render the food unfit for human consumption, injurious to health or contaminated in such a way that it would be unreasonable to expect it to be eaten in that state. Any food which is unfit for human consumption, unsound or unwholesome, must be kept apart from any other food and labelled “unfit food”. Open foods must not be placed less than 18inches (45cm) from the ground.

**Personal Hygiene**

All food handlers working with open food must:

• Keep their hands clean

• Keep their clothing clean

• Wear clean and washable over-clothing

• Keep personal clothing out of areas where open food is handled, unless it is stored in an appropriate accommodation (e.g. lockers / cupboards)

• Cover all cuts etc with a blue waterproof dressing

• Not spit or smoke whilst handling food or while in a room containing open food

• Not wear jewellery (including necklaces and piercings) other than a plain wedding band

• Not handle open food when suffering and within 48hrs of suffering from gastroenteritis, dysentery, any infection, boils or septic cuts etc likely to cause food poisoning.

**Washing Facilities**

It is the responsibility of each exhibitor to assess the extent of their operation and ensure that adequate, suitable, and sufficient washing facilities are provided in conjunction with their operation. The washing facilities required are determined by factors such as the public health food safety risks posed by the operation, the scale of the operation, types of food, equipment used, types of serving container (disposable / reusable) etc. Where the sharing of facilities is proposed, exhibitors must liaise with each other and the Organisers prior to the event in order to ensure that the overall provision of facilities adequately services all exhibitors when operating at maximum capacity. Hand washing facilities should not be further than 3m from any preparation area. Facilities for hand washing, food washing and equipment washing should be labelled as such with a suitable notice.

**DATA PROTECTION STATEMENT**

The information which you give when completing your application form will be used in accordance with current the Data Protection Act 2018 (correct at the time of printing) and for the following purposes: to enable the organisation to create an electronic and paper record of your application and to enable the application to be processed. Your company’s business contact details will

be viewable on the TFFK website. Other than publication of your business contact details on our website, your personal and/or business data will not be passed on to anyone else. Any information will be kept securely and will be kept no longer than necessary. For our full privacy policy please see our website or contact the office to provide a hard copy.