

Fayre on the Square 2023

Ice Cream and Food Vendor - Application Form



Background Information

Venue: The Guildhall Square, Salisbury, SP1 1JH

Date: Saturday 22 July until Sunday 3 September 2023

Price: £35 +VAT per day (44days = £1,540 +VAT)

Purpose: This event utilises Salisbury City Council land to add vibrancy and activity to the centre of Salisbury. It is to enhance the summer offer for residents and visitors and is designed to encourage people to the city centre to enjoy an experiential activity for a limited time and to encourage footfall throughout the rest of Salisbury.

Event: The council will run the "Fayre on the Square" event site which will include a chargeable pop up 9 hole crazy golf course, seating area (when the course is open only), table tennis, food vendors, ice cream and a bar area.

Operating hours: You should operate between 11am and 7pm **as a minimum**

Trading Area: We will supply you with an empty chalet to trade from and you will be given access to a power supply and refuse area. All equipment will be installed by the successful applicant

Decoration Theme: The selected operator will be required to follow this theme and we will advise this to successful applicants

Security: No overnight security will be provided, though we will install Ring Cameras

Selection process: Preference will be given to local traders and in particular vendors who compliment the food offering in the surrounding area rather than directly compete.

Additional information: There will also be a bar (this was a separate process and was done via tender in 2022 for 2 years) so the sale of alcohol will not be permitted by food vendors.

COMPANY/CONTACT DETAILS

Registered Trade Name			
Contact Name			
Address			
		Postcode	
Telephone Number		Mobile Number	
Email Address			
Website			
Facebook and/or Twitter			

WHAT ARE YOU APPLYING FOR

NB You will be situated inside a catering food chalet. There is no availability for your own housing and you must supply all the internal equipment needed

Ice Cream Trader	Food Vendor
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DESCRIPTION OF ITEMS YOU WOULD LIKE TO SELL — Please include prices

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POWER SUPPLY

Do you require power	
If yes, please advise what equipment you require power for (we require a full list)	
What supply do you require	16A or 32A
Does the equipment have a current PAT testing certificate	

REQUIRED DOCUMENTS

We require the following documents along with your application (please tick once you have enclosed) Failure to supply could effect the application process

Photographs of your products

Copy of Basic Food Hygiene Certificate

Copy of Food Hygiene Rating/Certificate issued by local authority (Local authority must be visible on certificate. If in doubt contact your local authority trading standards/environmental health department)

(If using a gas supply) A copy of your Gas Safety Certificate

Copy of Public Liability Insurance certificate

Please ensure this includes: Name of your insurer, Policy Number Limit of indemnity and Policy Expiry date

Risk Assessment

There is a template at the end of the form if needed

DATA PROTECTION

Salisbury City Council will not sell or rent your personally identifiable information to anyone, or use the data for any other purpose incompatible with the purpose for which it was originally collected. We will only hold your information for as long as necessary for the purposes of contacting you with regards to the event and/or notifying you of any further Events/Markets we may organise.

I consent to my personal data being held for the purposes listed above (please delete)

YES/NO

I would like to be kept up to date on any future opportunities to perform (please delete)

YES/NO

(you can opt out of this at any time by emailing events@salisburycitycouncil.gov.uk)

COMPLIANCE STATEMENT

By submitting and signing this application, it is believed that the applicant has read and understood all of the terms and conditions set out below and hereby agrees to be bound by them

Signature

Date

NEXT OF KIN - This is an optional section

These details are taken for use in emergencies, should you be involved in an accident, incident or taken ill whilst attending our Market/Event we will contact your next of kin.

Name

Relationship to you

Mobile Number

FORMS MUST BE RETURNED TO:

Business Team—Events

Salisbury City Council,

The Guildhall,

Salisbury,

SP1 1JH

Or email

events@salisburycitycouncil.gov.uk

The closing date for all applications is **16 April 2023**

- **Salisbury City Council will notify you to confirm that your application has been received**
- **Submission of an application does not guarantee a booking**
- **The Council will review all applications to ensure suitability**

Please either attach your own risk assessment

or

complete Parts 1 and 2 below

Risk Assessment Form Part 1

All performances are covered by the health and safety legislation. As the performer it is your responsibility to ensure that a suitable and sufficient risk assessment is completed. Failure to do so could lead to delays or cancellation of your application. This template is for a small simple performance which does not

Before completing the form and for more information on managing risk visit

www.hse.gov.uk/simple-health-safety/risk

If you have any questions please do not hesitate to contact us by phone 01722 342860 or email events@salisburycitycouncil.gov.uk

During set up/trading/take down are any of the following done?

If so you must complete the risk assessment Part 2

COMPANY NAME	
FORM COMPLETED BY	
EVENT NAME	

Responsibilities	Yes	No
Any manual handling i.e. lifting heavy products during the build-up/breakdown		
Working at height (using ladders)		
Display of anything containing liquid fuel or flammable substances		
Display of sharp objects		
Demonstrations of any kind – i.e. Therapies, massaging		
Working machinery of any kind even if static		
Using any electrical equipment or fittings		
Any potential fire hazards		
Using your own gazebo		

Risk Assessment Form Part 2

Please fill in a section below for each box you have ticked “yes” in part one to form your own risk assessment

Below is an example on how to complete your own risk assessment

Before completing the section and for more information on managing risk visit

www.hse.gov.uk/simple-health-safety/risk

Example Risk	Example Who could be harmed?	Example Control measures in place
Using electrical equipment	Myself & other performers/ production staff/ the public	<ul style="list-style-type: none"> Ensure my equipment is regularly tested and examined by myself in use; check the siting of such equipment and the leads/ wiring used. Have the equipment PAT Tested Ensure no trailing cables

Risk	Who could be harmed?	Control measures in place



Risk	Who could be harmed?	Control measures in place

Name Signature Dated

Terms and Conditions

Applications

The closing date is **COP 16 April 2023** and any application received after this date will not be considered.

Salisbury City Council will notify you to confirm that your application has been received. Please note that submission of an application does not guarantee a booking by the Business Team. The Council will review all applications to ensure suitability, we will also consider your price range and location.

The Council will confirm if your application has been successful. If you haven't heard back from the Council, unfortunately on this occasion you will have been unsuccessful.

Due to the volume of interest in our Events and Markets, we regret we are unable to provide feedback on Individual applications.

Ratification

This application must be signed by the applicant when returning it to the Organiser and with which the applicant has read all the foregoing terms and conditions and hereby agree to be bound by them.

Withdrawal of offer

Should there be any form of Government Lockdown for the City, the contract will cease immediately. If the lockdown dates mean the event cannot reopen within the stated dates, the site shall need to be dismantled at the earliest date and a refund will be calculated based on the amount of days the operator could not trade. All other financial losses will come under the "postponement or abandonment" section of these Operating Terms and Conditions

Should the operator breach any of the following the contract will cease immediately, and the site will need to be cleared immediately and any monies paid will not be refunded. This includes any of the following:

- Breaking or going against any Operating Terms and Conditions
- Breaking the law of any kind
- Trading against the Premises Licence

Opening/Operating Hours

All traders must be open a minimum of 1100 till 1900 everyday.

Any trader who fails to comply with this at any time:

- Will be issued a warning letter following the first breach
- Will be issued with a final warning letter following the second breach
- Will then be in breach of our Terms and Conditions and the contract will cease immediately and the site will need to be cleared immediately and any monies paid will not be refunded for a third breach

Refuse

All refuse generated within the food area (front and back of house) must be dealt with accordingly and placed in the appropriate bins supplied in the fenced off bin area. At no time should rubbish be put in an incorrect bin or left on the floor of the bin area.

There are bins around the site for the public to use, we ask that all food vendors assist the SCC team in emptying them, especially during busy times. Black bags will be supplied by SCC.

Only refuse generated as part of Fayre on the Square may be placed in the provided bins and the code to the padlock should not be shared with anyone outside of the event.

Any business/trader found to not be complying with the above will be charged £50 per mis-demeanor and could be at risk of having the facility withdrawn from them.

Postponement or abandonment

In the event of postponement or abandonment for any reason whatsoever, or in the event of failure or curtailment of any supplies, services or facilities afforded to the bar operator due to strikes, lock-outs, bad weather, acts of God, third party or other circumstances, at any time, Salisbury City Council shall in no way be held responsible for any expenditure, loss, damage or liability sustained or incurred by the Trader prior to, during or after the event. This also includes should there be any form of Government lockdown before or during the event.

Liability/Indemnity

No liability is accepted for delays or non-performance of the Contract due to force majeure, act of God, the requirement of any statutory authority, fire, accident, industrial dispute, your failure to obtain any necessary permissions or licences or anything deemed to be beyond the Councils reasonable control.

The Organisers, its officers, staff, and representatives shall not be liable for any loss, theft, damage or injury to persons or property on the site. The applicant will assume full responsibility for any third party claim arising from his/her own exhibit or conduct. The applicant hereby agrees to indemnify the Organiser against any loss claim or damage to the property of the applicant and for the death of or injury to the applicant except where such claim shall arise out of the negligence of the Organiser.

The Trader will indemnify Salisbury City Council at all times fully against any liabilities, demands, actions, claims or proceedings arising from or in connection with the hire.

Compliance

All applicant shall observe and comply with, in addition to these terms and conditions, all relevant laws and other directions, codes of practice or guidelines imposed by The Organisers and/or any law or other competent authority applicable to the event.

Insurance

Applicants must have valid employer liability and public liability insurance and copies will be required.

Public liability should be for **no less** than £5million.

Loss or Damage

The Trader is responsible for the chalet at all times during the hire period. It is the Traders responsibility to check the area on arrival and bring any concerns to the attention of Salisbury City Council immediately.

Any damage that occurs during the use of the chalet, must be reported to the Council immediately, this also includes any incident that causes any personal injury. If an area is damaged Salisbury City Council will assess and seek professional advice (if required). The Council will pass on all costs to repair/clean to the Trader if it deemed it has arisen due to their negligence.

An inspection will take place by the Council after the chalet is vacated, the Trader can be present if they wish. The Council will pass on all costs to repair/clean to the Trader if it deemed it has arisen due to their negligence.

Electricity

When using the Council power supply, the Trader will need to ensure that all portable appliances (light fittings, computer tills, scales, music systems, refrigeration equipment etc.) have been Portable Appliance Tested (PAT) within the last year, and can provide evidence of such.

Security

Traders will be responsible for their site security and management including overnight security throughout the build, operation and removal. SCC will provide some ring camera's and will erect signs to advise people,

Health and Safety

Salisbury City Council regard with the utmost importance the Health and Safety of employees, our customers and the public who attend the event. The Council will do everything reasonably practical to prevent injury to individuals and to protect employees and property in general.

The Trader must take responsibility for health and safety and abide by the appropriate regulations and codes of practice, this also includes any mitigation for Covid 19 for their staff and customers.

The Trader shall operate in such a manner as to be safe and without risk to the health or safety of persons in the vicinity of the place where services are being performed, and must comply with any relevant health and safety or other legislation.

The company health and safety policy statement in accordance with the Health and Safety at Work Act 1974, should be made available upon request to the council.

The Trader will have a full risk assessment and must also include Covid 19. The final draft should be shown to the Council no later than 1 week prior to the build. The build or opening will not be allowed until this has been seen and passed by the Council.

Disclaimer

The Organisers, its officers, employees, agents and representatives shall have no liability whatsoever in respect of all and any action, claim, demand, proceedings, costs, expenses, fines, penalties loss or damage whatsoever arising out of or connected with the participation by any person firm or company in whatever capacity in the event including but not limited to arising or resulting from or connected with the loss injury or damage sustained by or to any third party, any refusal by insurers to meet in full or in part or at all any claim or the seizure or taking of possession of any equipment. This shall not operate or be construed to operate to exclude or restrict the legal liability of The Organisers for death or personal injury caused by its negligence. Each entrant for itself and all those for whom it is directly or indirectly responsible shall indemnify and hold The Organisers harmless from and against all costs and expenses of whatever nature, actions, proceedings, claims, demands and damages made against The Organisers, its offices and/or representatives arising from any breach of its obligations to The Organisers or from any acts or omissions on the part of the entrant and/or those for whom it is so responsible.

Data Protection

The data we will gather and hold will be managed in accordance with the Data Protection Act 2018 and General Data Protection Regulation (GDPR) 2018. Salisbury City Council will not disclose or share personal information supplied by you with any third party organisation without your consent.