

# Christmas on the Square 2023



## Food Vendor and Sweet Treat Application Form



SALISBURY  
CITY COUNCIL



### Background Information

**Venue:** The Guildhall Square, Salisbury, SP1 1JH

**Date:** Friday 17th November until Sunday 31 December 2023

**Price:** Sweet Treat £1,575 +VAT or Savoury Food Vendor £1,800 +VAT

**Purpose:** This event utilises Salisbury City Council land to add vibrancy and activity to the centre of Salisbury and also encourage people to the city centre to enjoy our 'Christmas on the Square' experience. It also enhances the cities festive offering for residents and visitors alike.

**Event:** The event offers the visitor a beautiful festive decorated area, with a destination bar that is now in its third year. There is also 2 food vendors and a "sweet treat food" vendor.

**Operating hours:** Retailers are required to operate between 11am and 7pm as a minimum.

**Trading Area:** We are open to applicants bringing their own structure (not gazebos) but this must be able to stay on site for the whole time and we ask for dimensions and photos are supplied with your application. You will be given access to a power supply, and refuse area. All other required equipment will be installed by the successful applicant.

**Decoration Theme:** The selected retailers will be required to follow the Christmas theme as well as having appropriate signage this includes displaying the company name or your offer.

**Security:** No overnight security will be provided, but we can install a Ring camera inside your trading unit.

**Selection process:** Preference will be given to local traders and in particular retailers who will be selling produce related to the Festive period

### 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. However we will consider any "housing" that you may own and wish to bring instead—please insure photos of this are included in your application.

Sweet Treat Vendor £1,575 +VAT (£35+VAT p/day)		Savoury Food Vendor £1,800 +VAT (£40+VAT p/day)	
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**DESCRIPTION OF ITEMS YOU WOULD LIKE TO SELL** — Please include an indication of your prices and include photographs with the application form:

**INFORMATION ABOUT YOUR OWN STRUCTURE** — (If applicable) Please include dimensions and photographs:

POWER SUPPLY	
Do you require power	
If yes, please advise what equipment you require power for	
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	
<i>Photographs of your products</i>	
<i>Copy of Basic Food Hygiene Certificate</i>	
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 <i>Please ensure this includes: Name of your insurer, Policy Number Limit of indemnity and Policy Expiry date</i>	
Risk Assessment <i>There is a template at the end of the form if needed</i>	

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) <i>(you can opt out of this at any time by emailing <a href="mailto:events@salisburycitycouncil.gov.uk">events@salisburycitycouncil.gov.uk</a>)</i>	YES/NO

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 - <i>This is an optional section</i>			
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	

<p><b>FORMS MUST BE RETURNED TO:</b></p> <p>Business Team—Events Salisbury City Council, The Guildhall, Salisbury, SP1 1JH <b>Or email</b> <a href="mailto:events@salisburycitycouncil.gov.uk">events@salisburycitycouncil.gov.uk</a></p> <p>The closing date for all applications is <b>Friday 15 September 2023</b></p>	<ul style="list-style-type: none"> <li>Salisbury City Council will notify you to confirm that your application has been received</li> <li>Submission of an application does not guarantee a booking</li> <li>The Council will review all applications to ensure suitability</li> </ul>
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**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](http://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](mailto: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**

<b>COMPANY NAME</b>	
<b>FORM COMPLETED BY</b>	
<b>EVENT NAME</b>	

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](http://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"> <li>• Ensure my equipment is regularly tested and examined by myself in use; check the siting of such equipment and the leads/ wiring used.</li> <li>• Have the equipment PAT Tested</li> <li>• Ensure no trailing cables</li> </ul>

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 **Friday 15 September** 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 and for any reason:

- Will be issued a warning letter following the first breach
- Will be issued with a final warning letter following the second breach
- For a third breach, the trader 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

### Chalet decoration

All traders must have appropriate signage this includes using the eve's to display the company name or your offer. Food vendors must also display clearly menu/price lists on the front of the chalet. No trader will be allowed to open without it and this would then also result in the opening/opening hours clause being instigated.

### 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 event may be placed in the provided bins.

**Any business/trader found to not be complying with the above will be charged £50 per misdemeanour 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.

## **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 included 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.

## **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.

## **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.