



BEDFORD
BOROUGH COUNCIL



Bedford Kite & Motoring Festival
Saturday 21st & Sunday 22nd June 2025

Trade Pitch Pack

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Bedford Kite & Motoring Festival - 21st & 22nd June 2025

Welcome to the trade pitch application pack for the Bedford Kite and Motoring Festival, taking place on 21st & 22nd June 2025.

Located on the beautiful Embankment in the heart of Bedford, the Bedford Kite and Motoring Festival is returning to the town for the second time. After the successful launch of the motoring exhibitions in 2019, we plan to come back bigger and better than ever. With professional kite flyers entertaining crowds, a vegan fare, traditional bandstand concerts, river activities and family entertainment intertwined with exceptionally unique and interesting motor vehicles, there really is something for everyone. With an estimated 30,000 visitors over the weekend, you are guaranteed to put your business or charity in front of a large audience.

This trade pack contains the necessary information to enable you to submit an application for trade and charity space at the festival. For further information, please contact the Events Team at events@bedford.gov.uk or check the webpage at www.bedford.gov.uk/kiteandmotoringfestival.

Catering concessions must apply via the festival catering application form, please contact events@bedford.gov.uk to request a copy. Applications for catering pitches will not be accepted via this trade pitch application.

Key information to read before applying:

- Pitches can only be booked for the **full duration of the event**, i.e. both days.
- The Council does not supply power to any pitch.
- Only **diesel super-silent generators are permitted on site**. Petrol generators are strictly prohibited.
- In accordance with legislation any sockets must be blue C-form. No standard indoor 13 amp 3 pin sockets will be permitted. An electrical safety plan must be submitted for any electrical installations on site.
- The Trader/Organisation must have Public Liability Insurance for a minimum of **£10 million pounds (£10,000,000)** for any/each individual claim. The insurance policy must be with a reputable company. Bedford Borough Council will not insure any group or activity for the festival.
- The **full site fee and £100 bond are payable in full prior to the festival**.
The Trader/Organisation will not be permitted entry to site if any fees remain outstanding.
- Payment of fees should be made via bank transfer or card to ensure the swift return of the bond.
- Supply vehicles will only be allowed on site if they are essential to the Trader or Organisation's operation and at the Event Manager's discretion.
- Vehicle movement is not permitted on site outside of the set-up/breakdown hours.
- The charity rate can only be offered to Organisations with a registered charity number.
- The trade rates are the same if you are applying to join the vegan area of the site and you are able to indicate your location preference within the application to follow.
- Please **read and KEEP** a copy of the Terms & Conditions contained in this application form.
- The Council may withhold the £100 bond and/or remove Traders from site if this key information and any other Terms & Conditions are not complied with.

Guidelines for making an Application

1. READ ALL THE ENCLOSED INFORMATION CAREFULLY.
2. Ensure that the contact name on the application is that of the individual who, if successful, will enter into a contract with Bedford Borough Council (i.e. the person who signs the Terms & Conditions) and who will personally be in attendance and be responsible for your pitch during the 2025 Bedford Kite and Motoring Festival.
3. Read the Terms & Conditions relating to the type of pitch you wish to apply for which contain important information affecting your application, then sign the Terms and Conditions Acceptance Sheet. Please note that this is your contract with Bedford Borough Council.
4. Return your completed and signed application form to events@bedford.gov.uk, along with the following documents:
 - A copy of your Public Liability Insurance to a minimum of £10 million.
 - A photograph of the unit you wish to bring to the festival.
 - A redacted bank statement for the account that will be used to pay your refundable bond (any sensitive information removed, i.e. transactions). This is to ensure we are able to swiftly process the return of your bond after the festival.
 - Any further information required to support your application, e.g. food hygiene certification, training certification etc.

Deadlines and Application Information

THE COUNCIL IS NOT OBLIGED TO ACCEPT ANY OR ALL APPLICATIONS SUBMITTED.

The deadline for all applications is Monday 2nd June 2025.

Upon the publication of this application form, applications will be reviewed and pitch offers made on a monthly basis, until the event is either fully subscribed or the deadline reached. Successful applicants will be notified of their pitch number/details no later than three weeks prior to the event.

Applications will be considered on the balance of trade and charities and other attractions at the festival in order to ensure fairness, avoid duplication, and create an interesting and varied offering for festival visitors. Submission of an application does not guarantee inclusion.

Applicants for bar concessions and ice cream concessions will need to submit a tender – please contact events@bedford.gov.uk for information on festival tenders. No other Trader or Organisation is permitted to sell alcohol products or ice cream products on site unless at the discretion of the Event Manager. Only one vegan ice cream vendor is permitted in the vegan fare area of the site.

All applications will be assessed and applicants notified whether they have been accepted, rejected, or added to the reserve list. All communication will be issued via e-mail only.

Invoices will be issued **immediately** upon acceptance of your application. Payment will be due within 30 days of the date of invoice. Invoices will be issued by post.

Event Sustainability Declaration

Mission

Bedford Borough Council's Events Team's mission is to deliver exceptional festivals and events that make a positive contribution to society and our shared future.

We endeavour to play a leadership role with our environmental practices, inspiring audiences, the wider festival industry and society to make positive changes that contribute to happiness and a positive future for all life on the planet.

Environmental Statement

We also acknowledge that our business and events are uniquely placed to inspire and improve our supply chain, contractors and audiences to lead to a more sustainable future. Therefore, we are committed to reducing the impact on the natural world by:

- Actively measuring and monitoring environmental impacts.
- Minimising the overall carbon (CO₂e) impact(s).
- Reducing waste and managing disposal responsibly.
- Reducing supply chain impacts of all types e.g. single-use plastics.
- Identifying and promoting positive behaviour change opportunities.

Reducing Impacts

Bedford Borough Council's Events Team is committed to addressing its impacts in all areas of the business. In our endeavour to reduce the environmental impact, the use of single-use plastics at events on Council Land will be deterred.

All suppliers and traders must use reusable, recyclable or biodegradable containers, packaging and products when trading at events. Single-use plastics must not be used in the serving of food.



Please find below a list of unacceptable items (including but not limited to):

- Plastic bottles
- Plastic straws
- Plastic cutlery
- Single-use plastic carrier bags
- Plastic food containers (for serving)
- Plastic coffee cups and lids
- Single-use sachets

The Events Team recognises the value in existing relationships, and where possible will help/work with existing stakeholders to make the changes required to meet the above. If you are unsure if your products are suitable to meet this requirement, please contact the Council's Events Team before applying to attend the event.

Failure to comply with this may result in refusal of the sale of selected products or rejection from the event site, at no expense to Bedford Borough Council.

Continuous Improvement

Bedford Borough Council recognises that reducing impacts is an on-going process of improvement, and that resource and budget constraints will necessitate a pragmatic approach and prioritisation. However, we are committed to a process of reviewing our performance annually in order to identify successes and improvements, informing changes to the Council's various environmental strategies.



Site Access and Festival Opening Times

Set-up Times

Traders can access their pitches and set-up during the following times:

- Friday 20th June, 09.00 hrs - 18.00 hrs
- Saturday 21st June, 07.00hrs - 09.00hrs

Site Access Service Times

Traders can gain vehicular access to their pitches for restocking purposes during the following times:

- Saturday 21st June, 07.00 hrs - 08.45 hrs
- Sunday 22nd June, 07.00 hrs - 08.45 hr

All vehicle movement shall cease at 09.00 hrs on both festival days.

Festival Opening and Trading Times

- Saturday 21st June, 10.00 hrs - 16.00 hrs
- Sunday 22nd June, 10.00 hrs - 16.00 hrs

No vehicle movement shall be permitted until the event manager notifies traders and will be subject to site footfall.

All units and exhibitors must remain open during trading times.

Breakdown Times

- Sunday 22nd June, from 16.00 hrs
(no vehicle movement until management approval is given)
- Monday 23rd June, 08.00 hrs - 17.00 hrs

All traders must be off site by 17.00 hrs on Monday 23rd June 2025.



Application Form – please RETURN this section

Personal Information

Company Name:

Name:

Address (please ensure this is the correct address for invoicing purposes):

Email Address:

Contact Phone Number(s):

Website:

Please return your completed application to:



If filling in this form electronically, please save the filled-in form and email to events@bedford.gov.uk as an attachment.

Or return the filled-in form by post to:

**Bedford Kite & Motoring Festival Trade Manager
Bedford Borough Council
Borough Hall, 4th Floor, Room 401
Caldwell Street
Bedford MK42 9AP**

Please contact events@bedford.gov.uk if you have any queries about this application form.

Application Form – please KEEP this section

Trade Information

The Site

Mill Meadows is only accessible by a bridge with a 5 tonne weight limit and has a maximum width of 2.5m. Any units or vehicles which are larger or have a greater weight limit than this cannot be located on the Mill Meadows site. All other areas have unrestricted access. Please see enclosed site map.

Pitch Prices and Sizes

Pitch prices are divided into two groups: A rate and Charity rate.

Pitches can only be booked for the full duration of the event, i.e. Saturday 21st and Sunday 22nd June 2025.

Pitch frontages are standardised, i.e. 3m, 6m, 9m, etc. If your pitch set-up requires 5 metres for example, please apply for a 6 metre frontage. Prices quoted are for the trading frontage of each stall and are based on a maximum depth of 5 metres. Prices for space greater than 5 metres depth and/or above the maximum frontage (12 metres) should be discussed with the Event Management Team.

Please remember to include EVERYTHING you require to trade within the pitch area. If you have booked a 3 metre x 5 metre pitch this will be the exact space available to you for trading at the festival. Please note that if you require more than 5 metres depth this will affect your position on site and your preferred location may not be a possibility.

A £100 bond is payable per pitch by all successful applicants to ensure that the Terms and Conditions of the event are adhered to. The bond will be refunded to you as soon as is practicable after the event, provided that the requested proof of account is submitted by the applicant and that the Event Manager is satisfied all Terms and Conditions of the event have been complied with.

Charitable Pitches

The Bedford Kite and Motoring Festival offers a discounted pitch fee for charities who wish to attend the festival. The standard 3m and 6m frontage pitches are discounted from the commercial rate.

If a charity applicant wishes to have a pitch bigger than the discounted sizes then extra metres will be charged at the commercial rate. The discounted rate can only be offered upon supply of a Registered Charity Number.

A Street Collection Licence must also be obtained prior to the event from the Council.

Bar and Ice Cream Concessions

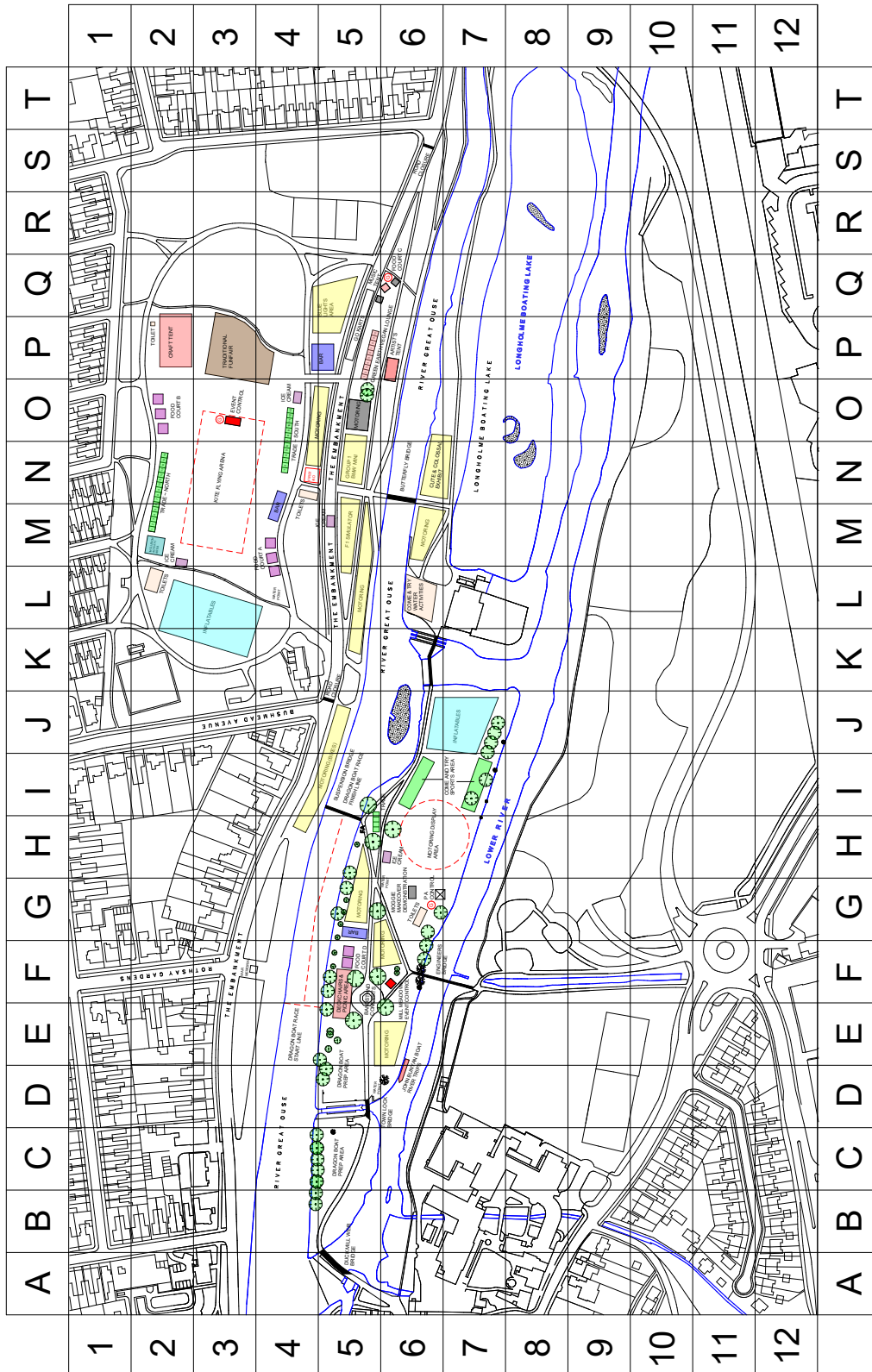
Please note that the following pricing structures do not apply to bar or ice cream concessions. These will be limited and subject to tender.

Please contact events@bedford.gov.uk for more information.

Application Form – please KEEP this section

Site Map - Russell Park, The Embankment & Mill Meadows

Please Note: this is a provisional site map. Bedford Borough Council reserves the right to make changes without prior notice.



Application Form – please RETURN this section

Pitch Information

What is the total height of your unit (including any flag poles, awnings, etc.)?

What is the total weight of your unit including any towing vehicle?

Please state the type of vehicle/trailer you will be transporting your unit to site in and the total size, including any towing vehicles (e.g. transit van and trailer).

Please notify events@bedford.gov.uk of any changes to the below details prior to the event.

Vehicle Registration Number:

Vehicle Make and Model:

Will you be bringing a generator? If so, how many?

Only diesel super-silent generators are permitted on site. Petrol generators are strictly prohibited. In accordance with legislation any sockets must be blue C-form. No standard 13amp 3 pin sockets will be permitted. No power can be provided by Bedford Borough Council to any part of the festival site. An electrical safety plan will also need to be submitted for any electrical installations on site.

Yes: No: If 'YES', how many?

When will you arrive to set up your unit/pitch?

Please note there will be no vehicle access to site after 08.45 hrs on Saturday 24th June.

Friday 20th June, 09:00hrs - 18:00hrs:

Saturday 21st June, 07:00hrs - 09:00hrs:

Will you be staying on site overnight on your pitch?

If yes, please state the number of people staying and what they will be staying in. Please note that the welfare facilities provided are limited to standpipes and portable toilets. All tents/motorhomes/caravans must be included in the pitch space booked. Please notify events@bedford.gov.uk of any changes to the below details prior to the event.

Yes: No: If 'YES', how many people?

If 'YES', what they will be staying in? Tent:

Vehicle:

Unit:

Caravan/Motorhome Registration Number:
(if applicable)

Caravan/Motorhome Make and Model:
(if applicable)

Application Form – please RETURN this section

Pitch Costs

Trade Pitches

Trade	Rate	Please tick desired pitch
3 metre pitch	£200	
6 metre pitch	£350	
9 metre pitch	£500	
12 metre pitch	£650	
Larger than 12 metre pitch <i>Speak to events@bedford.gov.uk</i>	POA	

Charity & B Rate Pitches

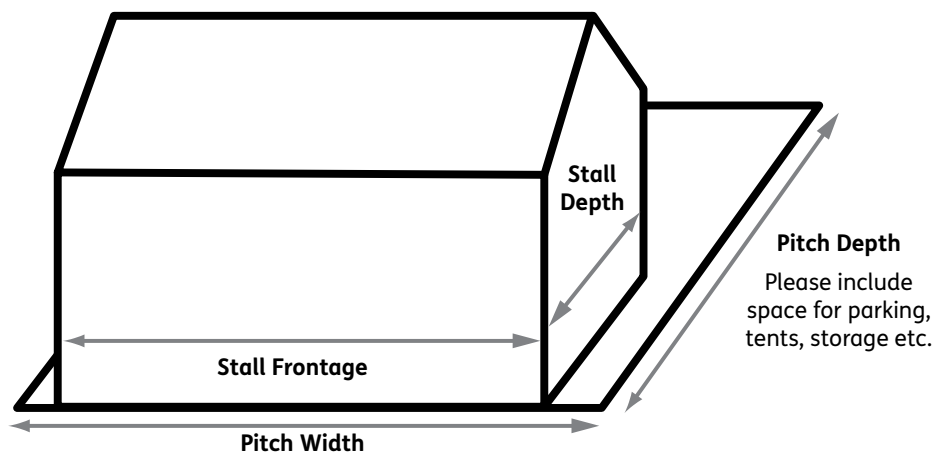
Please note that all B Rate pitches are located on Mill Meadows Island. Any charity applying for a pitch must submit their charity registration number in the applicable section of this form.

Charity	Rate	Please tick desired pitch
3 metre pitch	£150	
6 metre pitch	£300	

Sweets & Slush Pitches

Sweets & Slush	Rate	Please tick desired pitch
7 metre pitch	£400	

The total frontage allocated to you will be as you have indicated above.
There will be no additional space for infrastructure, guy ropes, vehicles or trading.



Please include space for towbars, guy ropes, doors etc.

What is the total depth of your stall/unit?

This will be the total depth available. There will be no additional space for supply vehicles or camping.

3m: 4m: 5m: Larger than 5m:

Preferred pitch location (please tick desired location):

Russell Park Trade North: Russell Park Trade South:

The Embankment Vegan Fayre: *Mill Meadows:

The Council will try to allocate pitches in accordance with the Trader’s preference if appropriate, but cannot guarantee that this will be possible and the Council is not in any way bound to do so.

N.B. Embankment pitches are adjacent to Russell Park and the river, NOT the Promenade.

*Mill Meadows pitches are only accessible via bridges with a 5 tonne weight limit.

Application Form – please RETURN this section**Pitch Details**

Please state the type of stall/unit you will operate and give a description of the products to be sold.

Please note that applications for off-sale alcohol products will not be accepted.

Please indicate the price range of goods for sale:

If you require a supply vehicle on site, please state the reasons as to why this vehicle is necessary. Supply vehicles will only be allowed on site if they are essential to your operation and at the Event Manager's discretion, for security and safety reasons. They should form part of your overall pitch size requirement. All other vehicles must be removed from site after unloading and parked off site.

Vehicle Registration Number:

Vehicle Make and Model:

Width (metres):

Length (metres):

Weight (tonnes):

Additional parking is available in town centre car parks.
For more information, please visit www.bedford.gov.uk.

Charity Applications Only

Registered Charity Number:

Please detail the promotional activities you wish to undertake on site:

Trader and Charity Terms & Conditions – please KEEP this section

1. DEFINITIONS in this Agreement

- 1.1 “**Access Ways**” shall mean any pedestrian walkway or vehicle route on the Site, whether an established route or one created for the Festival.
- 1.2 “**Allocated Space/Pitch**” shall mean the space/pitch and size of pitch allocated to the Trader by the Council, in metres.
- 1.3 “**Catering Outlets**” shall mean those Outlets (see clause 1.7 below) where the Specified Services (see clause 1.9 below) include the sale of food and/or refreshments.
- 1.4 “**Site Entrance**” shall mean the Trader having access to the Site no earlier than 07.00 hrs and no later than 08.45 hrs on the event days to prepare his/her outlet.
- 1.5 “**Festival**” shall mean the event or festival.
- 1.6 “**Site Fee**” shall mean the sum payable for the Allocated Space in accordance with the price list provided within the application pack.
- 1.7 “**Outlet**” shall mean the stall/stand etc. indicated in the Trader’s application and which is shown in photographs provided with the Trader’s application and which is to be used by the Trader to sell his/her goods/services in the Allocated Space.
- 1.8 “**Site**” shall mean the land on the plan annexed to this Agreement or such other land as may have to be allocated by the Council in accordance with this Agreement.
- 1.9 “**Specified Services**” shall mean the goods and/or services to be offered for sale by the Trader at the Festival, as specified on their application form.
- 1.10 “**Supply Vehicle**” shall mean the vehicle used by the Trader to transport to and from the Site all things necessary for the provision of the Specified Services.
- 1.11 “**Specified Purposes**” shall mean the provision of the Site (as defined) for the Festival.
- 1.12 This contract does not give exclusive selling rights at the Bedford Kite and Motoring Festival.

2. LICENCES

- 2.1 Subject to the Terms and Conditions in this Agreement the Council gives the Trader the rights in this licence. This gives the Trader the right to share with the Council and any other persons or bodies authorised by the Council, as long as these rights do not conflict with the rights given to the Trader for the period of the Festival as defined in this Document. The Trader understands that in the event of any conflict between the Trader’s rights under this Licence and those of the Council, the Council’s rights shall prevail as organisers of the Festival.
- 2.2 A Licence for an Outlet providing the Specified Services at the Allocated Space and the means of access to and exit from the Allocated Space by way of the Access Ways for the duration of the Festival subject to the Terms and Conditions of this Licence.

Trader and Charity Terms & Conditions – please KEEP this section**3. GENERAL REQUIREMENTS OF THE TRADER****The Trader SHALL:**

- 3.1 Pay the fees referred to in Clause 5.
- 3.2 Provide and operate at his/her own expense the Outlet together with all equipment necessary for the efficient running of the Outlet and the provision of the Specified Services.
- 3.3 At all times observe and comply in all respects with the statutory or other requirements, rules, regulations and bylaws (including those laid down by the Council's Environmental Health and Safety Unit, the Fire Brigade or other competent authority, and those made by the Council for the management of the Site) relating to the Outlet and its use. If the Trader is in any doubt as to the scope of this term he should contact the Council for further explanation.
- 3.4 Be solely liable for and indemnify the Council against all loss, damage, claims or demands (other than for any death or personal injury caused by the negligence of the Council or any of its employees or agents) which may have been caused directly or indirectly by the Trader or his/her employees or agents.
 - 3.4.1 Provide Public Liability Insurance with a reputable insurance company for a minimum of TEN MILLION POUNDS (£10,000,000) for the duration of the Festival to cover the risks referred to in clause 3.4 above.
 - 3.4.2 Permit the Council to inspect the insurance documents at all reasonable times to check the sufficiency of the cover and the excesses which in any event must be reasonable in the circumstances. This insurance documentation should be sent prior to the Festival within the due date for inspection.
- 3.5 Permit the Council's duly authorised officers to enter and inspect the Outlet/stall at any time during the Festival.
- 3.6 Keep the Allocated Space clean and tidy and clear of rubbish during the Festival. Before leaving the Site at the end of the Festival the Trader shall ensure that the Allocated Space has been tidied and cleared of rubbish and is free from all the Trader's belongings, goods and equipment. Failure to do so may lead to the Trader's bond being withheld.
- 3.7 Observe any supplementary rules and regulations made by the Council, of which the Trader is reasonably notified, governing the use of the Allocated Space or the Access Ways. All Access Ways must be kept clear at all times.
- 3.8 Ensure that nothing is done under this agreement which may in the opinion of the Council be a nuisance or could become one or which in any way interferes with the work of the Council's employees or agents or with the enjoyment of all persons rightfully attending the Site.
- 3.9 Ensure that any goods or services sold or displayed at the Outlet DO NOT pose a potential risk of fire or any other hazard. The Trader shall keep and maintain a sufficient number of fire extinguishers and or other safety equipment at the Outlet and all such equipment should be operable at all times during the Festival.

Trader and Charity Terms & Conditions – please KEEP this section

- 3.10 Ensure that replica weapons (guns, knives etc.) are not displayed or offered for sale at the Festival. Any trader found selling or displaying such items will have them removed from their stall and/or be asked to leave the Festival.
- 3.11 Ensure all generators are operated in a safe manner and are kept away from the public and public walkways using physical barriers to the satisfaction of the Events Team and Health and Safety Officer. Generators will be inspected by a member of the Events Team or Health and Safety. Noise from generators must be kept to a minimum and only diesel “super silent” type generators should be used. An electrical safety plan will also need to be submitted for any electrical installations on the Trader’s pitch.
- 3.12 Ensure the Allocated Space and the area immediately around it including any trees, shrubbery, flowers, ground/surfacing and park or street furniture is left in the same condition as that in which it was found prior to the siting of the Trader at the commencement of the Festival. If the Council is not completely satisfied that the Trader has complied with this requirement then the Trader may have their bond withheld and be liable for the payment of additional monies over and above the bond to the Council for the Council remedying the damage.
- 3.13 Ensure that the Outlet is used solely for the sale of the Specified Services agreed.
- 3.14 Ensure that if the Trader will be erecting a marquee or any other temporary infrastructure, a copy of the safety certificate, method statement, manufacturer’s guidelines and a risk assessment is available for inspection upon request by an authorised officer of the Council.

The Trader SHALL NOT:

- 3.15 Outside of the Allocated Space display any signs or notices, or distribute literature, without the prior written consent of the Council and shall remove the same immediately upon demand.
- 3.16 Obstruct the Access Ways or cause or permit them to become dirty or untidy.

4. GENERAL

- 4.1 The Council is not obliged to accept any or all applications submitted. Applications are judged and considered on the balance of trade, charity, funfair and other rides, shows and attractions at the Festival. This is to ensure fairness, avoid duplication and create an interesting and varied festival for the public. Applications are not processed on a first come first served basis for the reasons outlined above, and all traders will be informed as soon as is practicable of their inclusion in the Festival.
- 4.2 If the Trader fails to observe any of the terms and conditions contained in this Agreement his/her Licence may be revoked. The Trader will still be liable to the Council for anything he/she did or did not do in breach of the Agreement prior to the Licence being revoked, and may have the £100 bond withheld.

Trader and Charity Terms & Conditions – please KEEP this section

- 4.3 The Trader acknowledges that they do not have exclusive service or selling rights on the Site.
- 4.4 The Trader acknowledges that the Council has possession of the Site and that no tenancy is conferred upon him/her by this Licence.
- 4.5 Neither the Allocated Space, the Outlet nor any rights the Trader may have under this Agreement may be transferred to anybody else/third party.
- 4.6 Neither the Allocated Space, the Outlet, nor any part of them may be sub-let to anybody else without the prior written consent of the Council. Requests from charities may be considered.
- 4.7 The Council gives no warranty that the Site is legally or physically fit for the Specified Purposes.
- 4.8 If either the Council or the Trader has to give notice to each other at any time the notice shall be in writing. If notice is served on the Council it shall be during the Council's normal office hours. Alternatively the notice shall be sent by recorded delivery to the other party at its last known address or Registered Office, or Principal Office as the case may be.
- 4.9 The Council will turn away or remove any Trader which it finds to be selling or displaying or which it reasonably considers is likely to be selling or displaying items which are not in keeping or likely to be in keeping with the spirit of the Festival, or if the Trader is not behaving in accordance with the strict standards of correct and decent behaviour demanded by the Council. This includes counterfeit goods and other such items. Trading Standards officers will be also be in attendance over the Festival weekend.

5. PAYMENT OF FEES

- 5.1 The full site fee is payable prior to the Festival and by the due date on the issued invoice(s). The Trader must trade for the full duration of the festival. All Traders irrespective of their status must trade for all the opening hours stated, unless permission has been granted in writing and specified by the Event Manager. Failure to comply will result in the Trader's bond being retained by the Council.
- 5.2 A bond of ONE HUNDRED POUNDS (£100) is payable. This bond is not part of the Site Fee, and will be refunded as soon as is practicable after the Festival, providing the Council is satisfied that the Trader has complied with the Terms and Conditions and providing the Trader provided the required proof of account documentation at the time of application. The breach of any term or condition will result in the bond being retained by the Council. The Trader will be informed as soon as is practicable after the Festival if their bond is to be withheld and the reason(s) why. The Trader will have 14 days to appeal against this decision in writing.
- 5.3 The Site Fee together with the bond of ONE HUNDRED POUNDS (£100) referred to in clause 5.2 must be received by the Council by the invoice due date. If the Trader fails to comply with this condition they will lose the right to use the Allocated Space, and the Council may allocate the Allocated Space to another trader. The Trader will not be refunded the Site Fee.

Trader and Charity Terms & Conditions – please KEEP this section

- 5.4 Traders will receive 50% of their total fee, including bond, refunded if their cancellation is received at 60 days prior to the Festival (22nd April 2025). If notice is received between 30 and 60 days (21st May 2025) 25% of the total fee, including bond, will be refunded. No refunds with the exception of the £100 bond fee will be given in the 30 day period prior to the start of the Festival.
- 5.5 Payment details will be given on issued invoices. Please do not send payment prior to receiving an invoice.
- 5.6 The Trader acknowledges that, notwithstanding his/her compliance with this clause (Clause 5) and the other conditions of this Agreement, until the Council signs this Agreement the Licence shall not come into effect and all rights the Trader would have had under it will be ineffective.

6. GOODS AND SERVICES

The Trader SHALL:

- 6.1 Ensure that the goods and/or services offered to the public are of the highest possible standard and are offered at prices which are consistent with those normally charged by the same trade.
- 6.2 Sell only those goods and/or services indicated in his/her application. The Council will not permit any changes unless these have been authorised by the Events Manager.
- 6.3 Comply with the application together with the specifications and prices applied.
- 6.4 Only Outlets expressly licensed to do so by the Council shall offer food or refreshment for sale or for consumption.

The Trader SHALL NOT:

- 6.5 Offer animals for sale or as prizes, or sell or display alcohol, catering, ice creams, (confectionery & slush if not applied for a specific sweet or slush pitch) or any similar product.
- 6.6 Sub-let the Trader's pitch. No sub-letting of pitches is permitted.
- 6.7 Distribute leaflets on the Festival site or car parks. Leafletting is not permitted.
- 6.8 Traders must be aware of and comply with the following:
Chain of Custody (COC) Certificate Chain of custody certification provides a guarantee about the production of FSC-certified products. Chain of custody is the path taken by raw materials from the forest to the consumer, including all successive stages of processing, transformation, manufacturing and distribution. From a customer perspective, the FSC label represents a promise that is being made to them. Chain of custody standards are the mechanism FSC has to ensure that 'promise' is delivered. Operations that have been independently verified for FSC chain of custody certification are eligible to label their products with the FSC logo. Only traders showing the FSC label on their products will be eligible to trade.

Trader and Charity Terms & Conditions – please KEEP this section

Concessions and Franchises

- 6.9 Children's rides and amusements, and bars will be allocated as separate franchises and are for the sole rights (subject to individual limitations, see respective tender forms) at the Festival. Tender applications for all franchises and concessions are available upon request from events@bedford.gov.uk subject to the franchises having not been let.

7. SITE MANAGEMENT

- 7.1 Once the Council has received sufficient applications to fully book the Festival it will then prepare a plan of the Site and allocate spaces on the plan accordingly. Submission of this application form to trade does not guarantee inclusion in the Festival.
- 7.2 The Council will try to allocate spaces in accordance with the Trader's choice of zone on the site if appropriate but cannot guarantee that this will be possible and the Council is not in any way bound to do so. At any time the Council has the right to change a Trader's Allocated Space if this is deemed necessary for health and safety or other reasons. If a Trader's Allocated Space has to be moved prior to the Festival every effort will be made to contact the Trader and offer an alternative site. Part or full refunds of site fees in this situation will be at the discretion of the Event Manager and in line with the Terms and Conditions.
- 7.3 Prior to the Festival the Council will notify, in writing, all successful applicants of their Allocated Space on the site. Upon receipt of this information, if for any reason the Trader is unhappy with their Allocated Space they must contact the Council immediately. No discussions will be entered into regarding an Allocated Space at the Festival. No site refunds will be given with reference to an Allocated Space at the Festival.
- 7.4 No private cars shall be parked on the site, however Traders are allowed one supply vehicle only if this supply vehicle is integral to the Trader's business and has been accounted for within the Allocated Space. Permission in writing must be sought from the Events Manager for this supply vehicle to be on site.
- 7.5 Only vehicles listed on the application form can be included in the Allocated Space within the allotted area. Any other vehicles must be removed from site prior to the opening of the Festival.
- 7.6 For safety reasons, once the permitted Supply Vehicle has been sited by the Council it will not be permitted to move from that position during the Festival unless the Council's authorised officers give their express permission, in which case the Trader shall follow the Council's proper safety procedures in accordance with the Council's authorised officers' instructions and vehicle movement procedure.
- 7.7 The Trader shall comply with and cooperate fully with any request by the Council to move the Supply Vehicle and/or his/her Outlet to any other Allocated Space. The Council shall not be liable for any costs incurred by the Trader as a consequence of this request.

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- 7.8 The Trader must ensure that s/he remains within the Allocated Space. Any extension of the Outlet into another Allocated Space or into any other area is not permitted.
- 7.9 The Council is not responsible for providing parking spaces for Traders' private vehicles and the Trader must find suitable parking spaces for his/her vehicles off the Festival site.
- 7.10 The Trader may be granted Early Site Entrance for the purpose of bringing his/her Outlet to the Site and readying his/her Allocated Space for trading. If the Council permits the Trader Early Site Entrance the Trader agrees to be bound by the Terms and Conditions as if the Early Site Entrance was the Festival, but under no circumstances shall the Trader commence trading.

The Trader SHALL:

- 7.11 Adhere to the following rules regarding set-up, trading and break down times.
- 7.11.1 Be ready for trading from his/her Outlet by 10.00 hours on Saturday 21st June 2025 and shall continue to trade until at least 16.00 hrs on that day.
- 7.11.2 Commence trading by 10.00 hrs on Sunday 22nd June 2025 and continue to trade on that day at least until 16.00 hrs.
- 7.11.3 Be aware that if the Trader arrives after the stated arrival time in the final detail information s/he may be refused vehicular access on to the Site, as the Site will be closed to vehicular traffic. It is the Trader's responsibility to inform all staff, helpers and volunteers of timings of access to the Site.
- 7.11.4 Not leave the Site before 16.00 hrs on Saturday 21st June 2025 and 16.00 hrs on Sunday 22nd June 2025. No vehicle may be brought on to or leave the Festival Site without prior confirmation from the Event Management Team, either in person or via a PA announcement. This will result in the forfeit by the Trader of the ONE HUNDRED POUND (£100) bond, and thereafter vehicles will not be allowed back onto the Festival Site.
- 7.12 The Trader's identity (which shall be the same as that shown in the Licence and on his/her Application Form) shall be clearly and prominently displayed at all times at the Trader's Allocated Space and shall give his/her full name and address and a trading address if this is different to the Trader's home address.

On-site Security Responsibilities:

- 7.13 The Council has on-site security and stewards who patrol the site – this is not static. The responsibility for stock, equipment, stall, vehicles and any other infrastructure is the sole responsibility of the Trader, and the Trader's insurance documentation should reflect this.

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- 7.14 If there is bad weather before or during the Festival the Council may move or direct the Trader to alternative areas on the Site or to another Site at no cost to the Council and without refunding any site fees. No refunds will be given should the Festival be cancelled due to reasons beyond the control of the Council such as weather-related issues. No refunds will be given if the Festival is cancelled as a result of any adverse weather conditions, nor as a result of changes to the entertainment programmes at the Festival. The Council does not accept any liability for any form of compensation for any losses sustained by the Trader due to cancellation of the Festival for whatever reason.

8. PREVENTION OF CORRUPTION

- 8.1 The Council is empowered to cancel this Agreement and recover from the Trader the amount of any loss resulting from any such cancellation if the Trader shall have offered or given, or agreed to give to any person, any gift or consideration of any kind as an inducement or reward for the doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other Agreement awarded by the Council; or if the like acts shall have been done by any person employed by him or acting on his behalf shall have committed any offence under the Public Bodies Corrupt Practices Act 1889 or the Prevention of Corruption Act 1916 or shall have given any fee or reward, the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

9. UNFORESEEN CIRCUMSTANCES EVENT

- 9.1 Unforeseen Circumstances Event means any circumstance not within the Council's reasonable control including, without limitation:
- a. Acts of God, flood, drought, earthquake or other natural disaster;
 - b. Epidemic or pandemic (for the avoidance of doubt including Covid-19);
 - c. Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation of war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - d. Nuclear, chemical or biological contamination or sonic boom;
 - e. Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - f. Collapse of buildings, fire, explosion or accident;
 - g. Any labour or trade dispute, strikes, industrial action or lockouts other than by the Council;
 - h. Non-performance by suppliers or sub-contractors (other than by the Council); and
 - i. Interruption or failure of utility service.

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- 9.2 Provided it has complied with clause 9.3 or 9.4 as the case requires, if the Council:
- 9.2.1 Is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by an Unforeseen Circumstances Event; or
- 9.2.2 Decides that the Kite and Motoring Festival ought not to take place on 21st and 22nd June 2025 for reasons related to the Unforeseen Circumstances Event set out in clause 9.1(b)

Then, in either case, the Council shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations and shall not be liable to the Trader for any costs, claims, damages, demands, fees, actions, payments, sums or compensation of any description relating to such failure or delay.

- 9.3 In the case of clause 9.2.1, the Council shall:
- a. As soon as reasonably practicable after the start of the Unforeseen Circumstances Event but no later than 14 days from its start, notify the Trader in writing of the Unforeseen Circumstances Event, the date on which it started, its likely or potential duration, and the effect of the Unforeseen Circumstances Event on its ability to perform any of its obligations under the Agreement; and
- b. Use all reasonable endeavours to mitigate the effect of the Unforeseen Circumstances Event on the performance of its obligations.

- 9.4 In the case of clause 9.2.2, the Council shall:
- a. Notify the Trader in writing of the Council's decision within 14 days from the date of the decision;
- b. In the event that the Supplier is notified of the decision after 31st March 2025, reimburse to the Trader whatever part of the Pitch Fee has been paid to the Council unless clause 10.1 applies. The Council will retain the relevant sum until the period set out in clause 10.1 has expired.
- c. Not be liable for any costs, claims, damages, demands, fees, actions, payments, sums or compensation of any description other than the reimbursement of the Pitch Fee as set out in clause 9.4(b).

Trader and Charity Terms & Conditions – please KEEP this section**10. OPTION TO CARRY OVER**

- 10.1 If the Trader receives a notice from the Council pursuant to clause 9.4(a) but wishes to book a pitch for the next subsequent Kite and Motoring Festival, the trader may serve the Council with notice in writing to that effect by 14th May 2025 (or such longer period as the Council may agree in writing) in which case:
- a. The Council shall retain the relevant sum paid by the Trader pending the Council and the Trader entering into a Pitch Hire Agreement for that subsequent Kite and Motoring Festival;
 - b. The Pitch Fee within the Pitch Hire Agreement between the Council and the Trader for the next subsequent Kite and Motoring Festival shall not be more than the amount of the Pitch Fee stated in this Agreement.

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Bedford Kite & Motoring Festival
Bedford Borough Council
Borough Hall, Cauldwell Street
Bedford MK42 9AP

Email: events@bedford.gov.uk



Finding out more

If you would like further copies or information about the information contained within this document please telephone or write to us at our address below.



01234 718450



Bedford Kite & Motoring Festival

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