



BEDFORD
BOROUGH COUNCIL

BEDFORD
RIVER
FESTIVAL



Bedford River Festival 2024
Saturday 20th & Sunday 21st July

**Trade, Vegan Lounge, Catering,
Slush & Confectionery Pitch Pack**

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Bedford River Festival - 20th & 21st July 2024

Welcome to the Trade, Vegan Lounge, Catering, Slush & Confectionery pitch application pack for the Bedford River Festival 20th & 21st July 2024.

The 2022 festival saw record numbers of over 300,000 visitors and participants over the weekend, and the event will continue to build on its previous successes with its colourful milieu of live entertainment, river events and races, sports, arts and culture, and more. The Bedford River Festival is free to the public and offers numerous opportunities to participate, or just to relax and enjoy the vast array of entertainment and activities across the 105 acre site.

This trade pack contains the necessary information to enable you to submit an application for trade and charity space at the festival, including within the Green Earth Vegan Lounge, or for catering, slush and confectionery concessions. For further information, please contact the Events Team at events@bedford.gov.uk or check the website <https://riverfestival.bedford.gov.uk>.

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.
- Please **read and KEEP** a copy of the Terms & Conditions contained in this application form.
- If applying for a catering, confectionery or slush concession, the Trader must supply evidence of their food hygiene rating and training certificates with their application.
- 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 2024 Bedford River 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 Friday 7th June 2024.

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 four weeks prior to the event.

Applications will be considered on the balance of trade, charities, catering 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 visit <https://riverfestival.bedford.gov.uk> for more information. 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.

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.

At the Bedford River Festival 2024 the Council will be providing General Waste and Mixed Recycling bins across the entire site for public use.



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:

- Thursday 18th July, 08.00 hrs – 19.00 hrs
- Friday 19th July, 08.00 hrs – 19.00 hrs

Site Access Service Times

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

- Saturday 20th July, 06.00 hrs – 08.00 hrs
- Sunday 21st July, 06.00 hrs – 08.00 hrs

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

Festival Opening and Trading Times

- Saturday 20th July, 10.00 hrs – 23.00 hrs
Trade/charity stalls trading between **10.00 hrs – at least 20.00 hrs, or up to 22:30 hrs**
Concessions trading between **10.00 hrs – 22.30 hrs**
No vehicle movement shall be permitted until approximately midnight
- Sunday 21st July, 10.00 hrs – 20.00 hrs
Trade/charity stalls trading between **10.00 hrs – 19.00 hrs, or up to 20.00 hrs**
Concessions trading between **10.00 hrs – 20.00 hrs**
No vehicle movement shall be permitted until approximately 21.30 hrs.

All units and exhibitors must remain open during trading times.

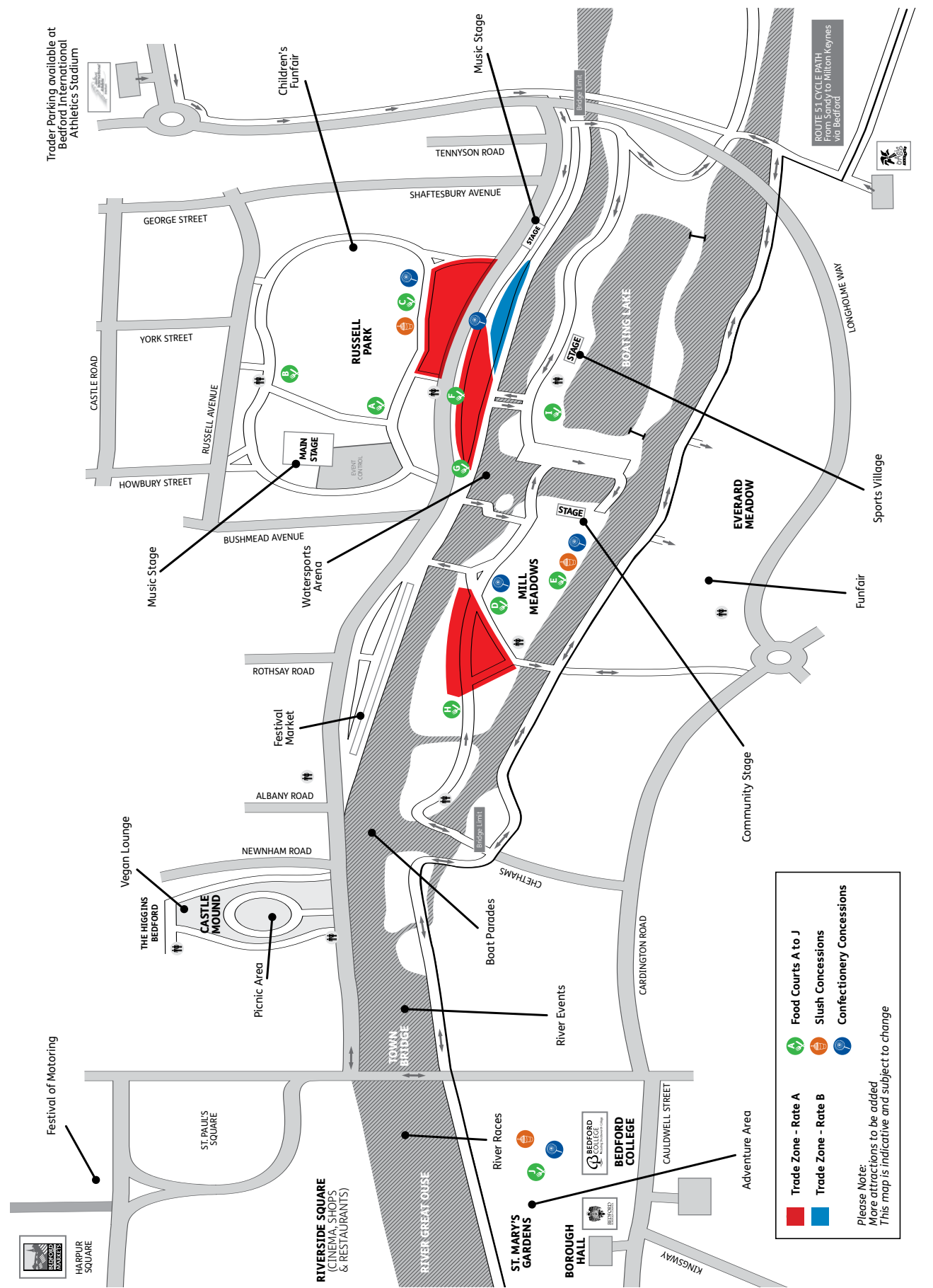
Breakdown Times

- Sunday 21st July, from 21.00hrs
- Monday 22nd July, 08.00 hrs – 18.00 hrs
- Tuesday 23rd July, 08.00 hrs – 16.00 hrs

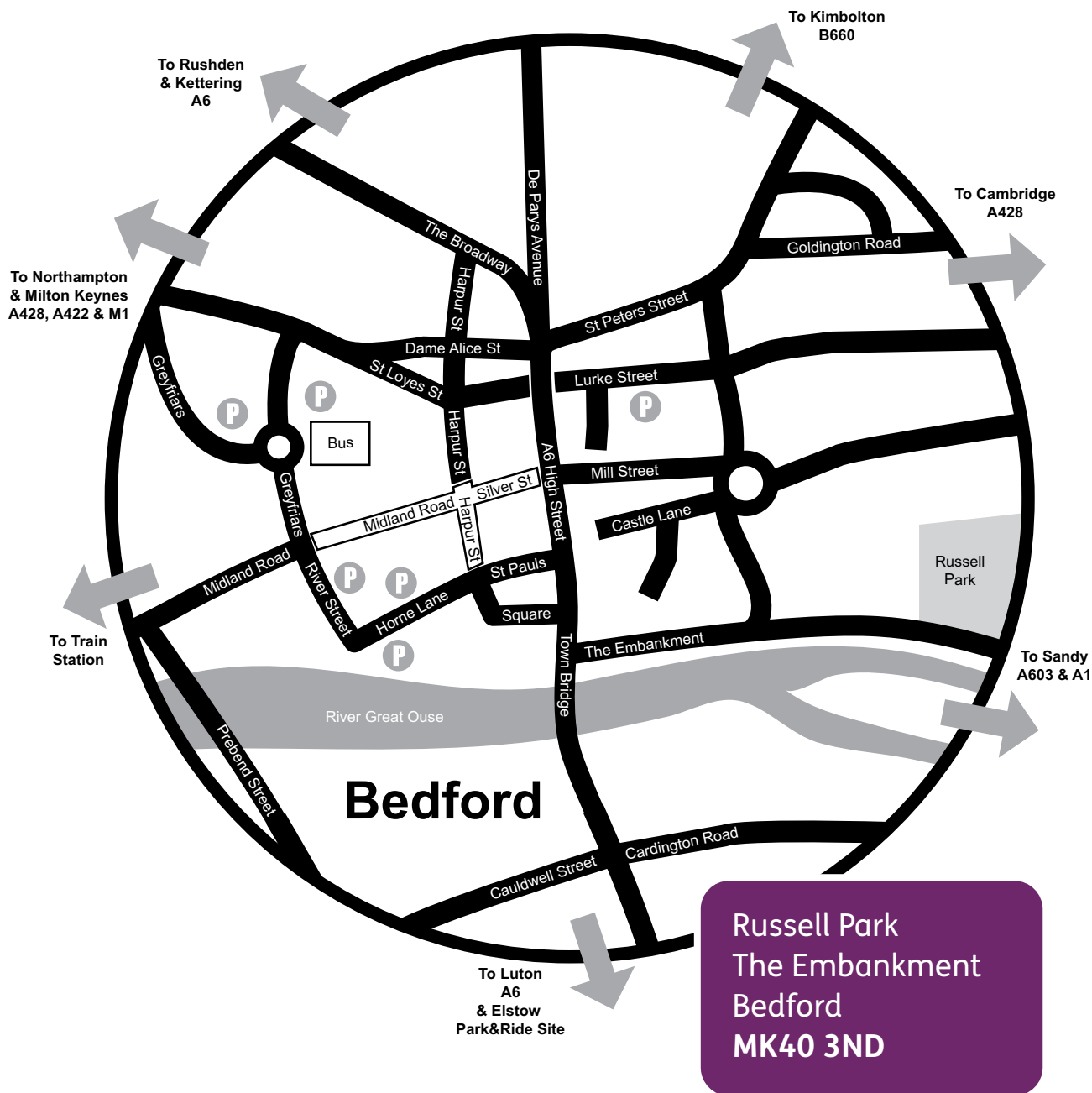
All traders must be off site by 16.00 hrs on Tuesday 23rd July 2024.

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Site Map



Local Area Map



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 three groups: **A Rate**, **B Rate** and **Charity Rate**.

Pitches can only be booked for the full duration of the event, i.e. Saturday 20th and Sunday 21st July 2024.

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 River 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 or a different application process.

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

SECTION A - All Applicants – 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:

Which sections should I complete?

Please complete the following relevant sections:

- Traders, Charities & Face Painters – **Section A** (pages 12-13) & **Sections B & C** (pages 14-15 & 26)
- Catering concessions – **Section A** (pages 12-13) & **Sections D & E** (pages 28-30 & 41)
- Slush concessions – **Section A** (pages 12-13) & **Sections F & G** (pages 42-43 & 54)
- Confectionery concessions – **Section A** (pages 12-13) & **Sections H & I** (page 55-56 & 67)
- Green Earth Vegan Lounge – **Section A** (pages 12-13) & **Sections J & K** (page 68-69 & 80)

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:

**RF2024 Trade Manager
Bedford Borough Council
Borough Hall, 4th Floor, Room 401
Cauldwell Street
Bedford MK42 9AP**

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

SECTION A - All Applicants – 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 08.00 hrs on Saturday 20th July.

Thursday 18th July, 08.00 hrs - 18.00 hrs:

Friday 19th July, 08.00 hrs - 18.00 hrs:

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)

SECTION B - Trade/Charity Applicants – please RETURN this section

Pitch Details

Please refer to the site map on page 9 for site locations.

Trade

Pitch Size	A Rate	Please tick desired pitch	B Rate	Please tick desired pitch
3m pitch	£400		£250	
6m pitch	£800		£500	
9m pitch	£1200		£750	
12m pitch	£1400		£1250	
>12m pitch	Contact events@bedford.gov.uk to discuss your requirements			

Charity

Pitch Size	Rate	Please tick desired pitch
3m pitch	£200	
6m pitch	£400	

(Submission of a registration number is required for Charity pitch rates)

Face Painters, Henna Tattooists & similar

Pitch Size	Rate	Please tick desired pitch
3m pitch	£200	

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.

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):

The Embankment Parkside:

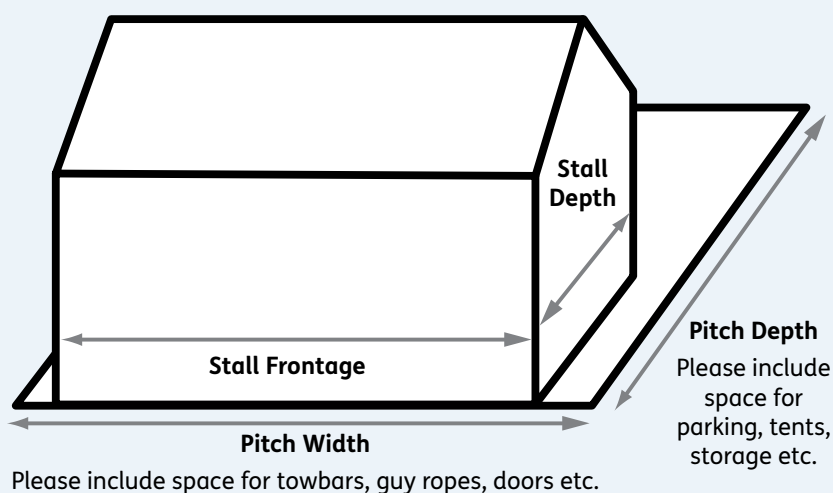
The Embankment Riverside:

*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.



SECTION B - Trade/Charity Applicants – 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 at the Bedford International Athletics Stadium, Barkers Lane, at a cost of £5 per vehicle per day, and also 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:

Trade/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 hours and no later than 09.00 hours 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 River 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.

Trade/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.

Trade/Charity Terms & Conditions – please KEEP this section

- 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.
- 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.

Trade/Charity Terms & Conditions – please KEEP this section

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, catering, 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.
- 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.

Trade/Charity Terms & Conditions – please KEEP this section**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.
- 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 (21st May 2024). If notice is received between 30 and 60 days (20th June 2024) 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.

Trade/Charity Terms & Conditions – please KEEP this section**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 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.

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.

Trade/Charity Terms & Conditions – please KEEP this section**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.
- 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.

Trade/Charity Terms & Conditions – please KEEP this section

- 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.
- 7.11 The Trader SHALL:
- 7.11.1 Be ready for trading from his/her Outlet by 10.00 hours on Saturday 20th July 2024 and shall continue to trade until at least 20.00 hours on that day but trade no later than 22.30 hours.
 - 7.11.2 Commence trading by 10.00 hours on Sunday 21st July 2024 and continue to trade on that day at least until 19.00 hours.
 - 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 23.00 on Saturday 20th July 2024 and 20.00 hours on Sunday 21st July 2024. 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.
- 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.

Trade/Charity Terms & Conditions – please KEEP this section**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.
- 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 River Festival ought not to take place on 20th & 21st July 2024 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

Trade/Charity Terms & Conditions – please KEEP this section

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 2024, 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).

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 River Festival, the trader may serve the Council with notice in writing to that effect by 14th May 2024 (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 River Festival;
- b. the Pitch Fee within the Pitch Hire Agreement between the Council and the Trader for the next subsequent River Festival shall not be more than the amount of the Pitch Fee stated in this Agreement.

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Bedford River Festival, Bedford Borough Council
Borough Hall, Cauldwell Street, Bedford MK42 9AP

Email: events@bedford.gov.uk

SECTION C - Trade/Charity Applicants – please RETURN this section**Trader & Charity Terms & Conditions Acceptance Sheet****Declaration**

I have read and understood the enclosed Terms & Conditions for traders and charities and agree to abide by them if my trading application is successful. I understand submission of this application form does not guarantee inclusion in the Bedford River Festival 2024.

Should my trading application be successful, I understand that I will be required to make payment of the appropriate fees and bond payable upon receiving an invoice.

Applications will not be considered if all relevant sections are not completed fully.

Signed:

Date:

Print Name:

Company / Charity Name:

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:

**RF2024 Trade Manager
Bedford Borough Council
Borough Hall, 4th Floor, Room 401
Cauldwell Street
Bedford MK42 9AP**

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

SECTION D - Catering Concessions – please RETURN this section

Pitch Details

Applications for catering concessions will be considered on the balance of the offering for visitors at the festival and on environmental and sustainability considerations.

Successful applicants will be contacted by within four weeks of receipt of their application with a concession(s) offer. Other applicants may be placed on a waiting list should initial offers not be accepted. All applicants will be contacted by Friday 14th June 2024 to let them know the outcome of their application. You may be offered an alternative pitch should your preferred choice(s) not be available.

All catering concessions are subject to Bedford Borough Council's Catering Contracts Terms & Conditions and a formal contract entered into with successful applicants.

Catering Licensees shall have the right to sell **hot food, soft drinks, tea and coffee, light refreshments** and **fruit** (not ice creams, sweets, slush, or alcohol).

Catering pitches are 7 x 10 metres and include the right to provide a maximum of one vehicle for trading purposes only and one supply vehicle (not for trading).

Please refer to the site map on page 9 for food court locations.

Please state the total number of units you wish to bring to the festival:

Food Court A – Russell Park South

Pitches available	Fee per pitch	Please tick desired pitch(es)	Type of unit / catering offering
1	£2,500		
2	£2,500		
3	£2,500		
4	£2,500		

Food Court B – Russell Park North

Pitches available	Fee per pitch	Please tick desired pitch(es)	Type of unit / catering offering
1	£2,500		
2	£2,500		
3	£2,500		
4	£2,500		

SECTION D - Catering Concessions – please RETURN this section

Food Court C – Russell Park East

Pitches available	Fee per pitch	Please tick desired pitch(es)	Type of unit / catering offering
1	£2,200		
2	£2,200		

Food Court D – Mill Meadows East

Pitches available	Fee per pitch	Please tick desired pitch(es)	Type of unit / catering offering
1	£2,300		
2	£2,300		
3	£2,300		
4	£2,300		

Food Court E – Mill Meadows West

Pitches available	Fee per pitch	Please tick desired pitch(es)	Type of unit / catering offering
1	£2,300		
2	£2,300		
3	£2,300		
4	£2,300		

Food Court F – Embankment Butterfly Bridge

Pitches available	Fee per pitch	Please tick desired pitch(es)	Type of unit / catering offering
1	£2,000		
2	£2,000		

SECTION D - Catering Concessions – please RETURN this section

Food Court G – Embankment Dog-leg Bridge

Pitches available	Fee per pitch	Please tick desired pitch(es)	Type of unit / catering offering
1	£1,800		
2	£1,800		

Food Court H – Mill Meadows Bandstand

Pitches available	Fee per pitch	Please tick desired pitch(es)	Type of unit / catering offering
1	£2,000		
2	£2,000		

Food Court I – Sports Village

Pitches available	Fee per pitch	Please tick desired pitch(es)	Type of unit / catering offering
1	£1,000		
2	£1,000		

Food Court J – St. Mary's Gardens

Pitches available	Fee per pitch	Please tick desired pitch(es)	Type of unit / catering offering
1	£800		
2	£800		

SECTION D - Catering Concessions – please RETURN this section

Please indicate the price range of goods for sale:

Please describe how you will meet the environmental and sustainability aspirations for the Bedford River Festival as set out in the Council's Event Sustainability Declaration on pages 5-6, including a description of the reusable, recyclable or biodegradable containers, packaging and products you will use when trading at the event.

One supply vehicle per catering pitch is permitted and must be included in your allocated pitch space. No trading shall be carried out from a supply vehicle. All other vehicles must be removed from site after unloading and parked off-site. Please notify events@bedford.gov.uk of any changes to the below details prior to the event.

Trading Vehicle Registration Number:

Trading Vehicle Make and Model:

Width (metres):

Length (metres):

Weight (tonnes):

Supply Vehicle Registration Number:

Supply Vehicle Make and Model:

Width (metres):

Length (metres):

Weight (tonnes):

Additional parking is available at the Bedford International Athletics Stadium, Barkers Lane, at a cost of £5 per vehicle per day, and also in town centre car parks.

For more information, please visit www.bedford.gov.uk.

Catering Concessions Terms & Conditions – please KEEP this section

LICENCE

The Council invites applications for providing Outlets as defined in this Agreement for the Licence Period also defined. The Licensee shall have the right to sell hot food, soft drinks, tea and coffee, light refreshments and fruit (not ice creams, confectionery, slush or alcohol) during the River Festival in accordance with the following Terms and Conditions.

Subject to Clauses 3 and 4 of this Agreement the Licensor gives the Licensee the following rights (in common with the Licensor and all others authorised by the Licensor so far as is not consistent with the rights given) to use for the “Licence Period” of Saturday 20th and Sunday 21st July 2024 only.

THIS CONTRACT DOES NOT GIVE EXCLUSIVE SELLING OR CATERING RIGHTS TO ANY APPLICANT AT THE BEDFORD RIVER FESTIVAL.

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 hours and no later than 09.00 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 Licensee’s application and which is shown in photographs provided with the Licensee’s application and which is to be used by the Licensee 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**” means the sale and provision of hot food, soft drinks, tea and coffee, light refreshments and fruit products.
- 1.10 “**Supply Vehicle**” shall mean the vehicle used by the Licensee 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 “**Catering Concession**” means what space the Licensee applied for and has been granted permission to sell from at the Festival.

Catering Concessions Terms & Conditions – please KEEP this section**2. LICENSEE'S UNDERTAKINGS****The Licensee SHALL:**

- 2.1 Pay the fees referred to in Clause 4. Non-payment by the designated due date on the issued invoice(s) will result in the Catering Concession offer being withdrawn.
- 2.2 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.
- 2.3 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.
- 2.4 To provide evidence of registration as a food business with his/her local council upon request both prior to and at the Festival.
- 2.5 To provide evidence of a minimum food hygiene rating of 3 out of 5 upon request prior to and at the Festival.
- 2.6 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.
 - 2.6.1 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.
 - 2.6.2 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.
- 2.7 Permit the Council's duly authorised officers to enter and inspect the Outlet/stall at any time during the Festival.
- 2.8 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 Licensee shall ensure that the Allocated Space has been tidied and cleared of rubbish and is free from all the Licensee's belongings, goods and equipment. Failure to do so may lead to the Licensee's bond(s) being withheld.
- 2.9 Caterers should provide and maintain a sufficient number of rubbish bins in the vicinity of the Outlet and ensure that these are emptied regularly and ensure that they could in no way be regarded as unsightly at any time. Caterers should also ensure all common areas including tables and food courts are kept clean and tidy at all times.

Catering Concessions Terms & Conditions – please KEEP this section

- 2.10 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.
- 2.11 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.
- 2.12 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 Licensee 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.
- 2.13 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 Licensee's pitch.
- 2.14 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.
- 2.15 Ensure that the Outlet is used solely for the sale of the Specified Services agreed and not use or suffer or permit anyone to use the said Outlet or any part thereof for any other purposes than the Specified Services during the continuance of this Agreement.

The Licensee SHALL NOT:

- 2.16 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.
- 2.17 Obstruct the Access Ways or cause or permit them to become dirty or untidy.

Catering Concessions Terms & Conditions – please KEEP this section**3. GENERAL**

- 3.1 This Licence is in respect of the Allocated Space/Pitch only (7 x 10 metre per trading pitch) and includes the right for the Licensee to provide a maximum of one vehicle only for actual trading purposes on the Allocated Space. A Supply Vehicle/trailer may be provided behind the trading vehicle subject to the prior agreement of the Licensor and subject to space being available, but no trading shall be carried out from this second vehicle and both vehicles must only use the designated space.
- 3.2 On grassed areas with more than two concession pitches, the units will be arranged into food courts at the Event Manager's discretion. All equipment, vehicles, trailers etc. must operate from within these designated areas and agreed space.
- 3.3 The Council is not obliged to accept any or all applications submitted. Applications are judged and considered on the balance of trade, catering, 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.
- 3.4 The Licence may be revoked by the Licensor by notice if the Licensee shall fail to observe and perform any of the agreements of its part herein contained and thereupon this Agreement shall absolutely determine and this right of revocation is without prejudice to any right of action of the Licensor in respect of any antecedent breach of the Licensee's agreements herein contained.
- 3.5 Nothing contained in this Agreement whether expressed or implied shall grant to or confer on or be constructed as granting to or conferring on the Licensee the sole and exclusive selling rights on the Site but only in respect of the Allocated Space(s).
- 3.6 It is agreed between the parties that this Agreement constitutes a Licence and confers no tenancy upon the Licensee and that possession of the site is retained by the Licensor subject to the rights created by this Licence.
- 3.7 The benefit of this Licence is personal to the Licensee and not assignable but the rights granted by the Licensor under Clause 3 may be exercised by the Licensee and its employees.
- 3.8 The Council gives no warranty that the Site is legally or physically fit for the Specified Purposes.
- 3.9 If either the Council or the Licensee 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.
- 3.10 The Council will turn away or remove any Licensee 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 Licensee 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 also be in attendance over the Festival weekend.

Catering Concessions Terms & Conditions – please KEEP this section**4. PAYMENT OF FEES**

- 4.1 The full site fee is payable prior to the Festival and by the due date specified on the issued invoice(s). Payment instalment plans may be agreed with the Council's Debtors team following receipt of the issued invoice(s). The Licensee 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 Licensee's bond being retained by the Council.
- 4.2 A bond of ONE HUNDRED POUNDS (£100) is payable per Allocated Space. 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 Licensee has complied with the Terms and Conditions and providing the Licensee 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 Licensee will be informed as soon as is practicable after the Festival if their bond is to be withheld and the reason(s) why. The Licensee will have 14 days to appeal against this decision in writing.
- 4.3 The Site Fee together with the bond of ONE HUNDRED POUNDS (£100) per allocated Space referred to in clause 4.2 must be received by the Council by the invoice due date. If the Licensee 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 Licensee will not be refunded the Site Fee.
- 4.4 In the event of a cancellation by the Licensee the Pitch Fee will be forfeited, with the exception of the £100 bond fee per pitch which will be refunded as soon as is practicable. No other refunds will be given.
- 4.5 Payment details will be given on issued invoices. Please do not send payment prior to receiving an invoice.
- 4.6 The Licensee acknowledges that, notwithstanding his/her compliance with this clause (Clause 4) and the other conditions of this Agreement, until the Council signs this Agreement the Licence shall not come into effect and all rights the Licensee would have had under it will be ineffective.

Catering Concessions Terms & Conditions – please KEEP this section

5. GOODS AND SERVICES

The Licensee SHALL:

- 5.1 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.
- 5.2 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.
- 5.3 Comply with the application together with the specifications and prices applied.
- 5.4 Display clearly and prominently the prices of all goods being sold on a list easily visible to the public.
- 5.5 Display clearly and prominently the identity of the Licensee (which shall be the same as that shown in the Licence) at all times at the Outlets at each Allocated Space and shall give the trading name and the address of the Licensee.
- 5.6 Licensees should include with their application a complete price list for all goods they wish to sell.

The Licensee SHALL NOT:

- 5.7 Sub-let the Licensee's pitch. No sub-letting of pitches is permitted.
- 5.8 Distribute leaflets on the Festival site or car parks. Leafletting is not permitted.

6. SITE MANAGEMENT

- 6.1 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.
- 6.2 The Council will try to allocate spaces in accordance with the Applicant's choice of pitch 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 Licensee's Allocated Space if this is deemed necessary for health and safety or other reasons. If a Licensee'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.
- 6.3 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 Licensee 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.

Catering Concessions Terms & Conditions – please KEEP this section

- 6.4 No private cars shall be parked on the site with the exception of any permitted Supply Vehicle agreed by the Event Management team.
- 6.5 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.
- 6.6 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.
- 6.7 The Licensee 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.
- 6.8 The Licensee 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.
- 6.9 The Council is not responsible for providing parking spaces for Licensees' private vehicles and the Licensee must find suitable parking spaces for his/her vehicles off the Festival site.
- 6.10 The Licensee 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 Licensee Early Site Entrance the Licensee agrees to be bound by the Terms and Conditions as if the Early Site Entrance was the Festival, but under no circumstances shall the Licensee commence trading.
- 6.11 Licensees should arrive at the Allocated Space no later than 08.00 hours. A strict vehicle curfew will be in place with no vehicles permitted access after this time. No vehicles will be allowed on and/or off the Site for restocking purposes during the Festival opening hours (see clause 6.15). It is imperative that restocking is carefully thought through; the Event Manager can advise on this issue.
- 6.12 The Allocated Spaces are to spread across the entire Festival site singularly and in food court arrangements. Such arrangements are made at the discretion of the Event Manager.
- 6.13 Outlets will be allocated a Designated Space(s) according to the predetermined site plan, or as determined by the Licensor in conjunction with the Licensee.
- 6.14 No other sales of hot food, soft drinks, tea and coffee and light refreshments will be within 50 meters of any designated catering trading site, with the exception of the dedicated catering sites listed A-K and any such sites will be limited at the discretion of the Licensor. An example of this would be the Festival Market on the main Embankment promenade, where additional catering units would be located as part of the market.

Catering Concessions Terms & Conditions – please KEEP this section

6.15 The Licensee SHALL:

- 6.15.1 Be ready for trading from his/her Outlet by 10.00 hours on Saturday 20th July 2024 and shall continue to trade until 22.30 hours on that day but trade no later than 23.00 hours.
- 6.15.2 Commence trading by 10.00 hours on Sunday 21st July 2024 and continue to trade on that day until the end of the Festival at 20.00 hours.
- 6.15.3 Be aware that if the Licensee 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 Licensee's responsibility to inform all staff, helpers and volunteers of timings of access to the Site.
- 6.15.4 Not leave the Site before 23.00 on Saturday 20th July 2024 and 20.00 hours on Sunday 21st July 2024. 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 Licensee of the ONE HUNDRED POUND (£100) bond, and thereafter vehicles will not be allowed back onto the Festival Site.

On-site Security Responsibilities:

- 6.16 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 Licensee, and the Licensee's insurance documentation should reflect this.
- 6.17 If there is bad weather before or during the Festival the Council may move or direct the Licensee 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 Licensee due to cancellation of the Festival for whatever reason.

Catering Concessions Terms & Conditions – please KEEP this section**7. PREVENTION OF CORRUPTION**

- 7.1 The Council is empowered to cancel this Agreement and recover from the Licensee the amount of any loss resulting from any such cancellation if the Licensee 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.

8. UNFORESEEN CIRCUMSTANCES EVENT

- 8.1 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.
- 8.2 Provided it has complied with clause 8.3 or 8.4 as the case requires, if the Council:
- 8.2.1 is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by an Unforeseen Circumstances Event; or
 - 8.2.2 decides that the River Festival ought not to take place on 20th & 21st July 2024 for reasons related to the Unforeseen Circumstances Event set out in clause 8.1(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.

Catering Concessions Terms & Conditions – please KEEP this section

8.3 In the case of clause 8.2.1, 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 Licensee 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.

8.4 In the case of clause 8.2.2, the Council shall:

- a. notify the Licensee 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 2024, reimburse to the Licensee whatever part of the Pitch Fee has been paid to the Council unless clause 9.1 applies. The Council will retain the relevant sum until the period set out in clause 9.1 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 8.4(b).

9. OPTION TO CARRY OVER

9.1 If the Licensee receives a notice from the Council pursuant to clause 8.4(a) but wishes to book a pitch for the next subsequent River Festival, the trader may serve the Council with notice in writing to that effect by 14th May 2024 (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 Licensee pending the Council and the Licensee entering into a Licence Agreement for that subsequent River Festival;
- b. the Pitch Fee within the Licence Agreement between the Council and the Licensee for the next subsequent River Festival shall not be more than the amount of the Pitch Fee stated in this Agreement.

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Bedford River Festival, Bedford Borough Council
Borough Hall, Cauldwell Street, Bedford MK42 9AP

Email: events@bedford.gov.uk

SECTION E - Catering Concessions – please RETURN this section**Catering Concessions Terms & Conditions Acceptance Sheet****Declaration**

I have read and understood the enclosed Terms & Conditions for catering concessions and agree to abide by them if my trading application is successful. I understand submission of this application form does not guarantee inclusion in the Bedford River Festival 2024.

Should my trading application be successful, I understand that I will be required to make payment of the appropriate fees and bond payable upon receiving an invoice.

Applications will not be considered if all relevant sections are not completed fully.

Signed:

Date:

Print Name:

Company Name:

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:

**RF2024 Trade Manager
Bedford Borough Council
Borough Hall, 4th Floor, Room 401
Cauldwell Street
Bedford MK42 9AP**

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

SECTION F - Slush Concessions – please RETURN this section

Pitch Details

Applications for slush concessions will be considered on the balance of the offering for visitors at the festival and on environmental and sustainability considerations.

Successful applicants will be contacted by within four weeks of receipt of their application with a concession(s) offer. Other applicants may be placed on a waiting list should initial offers not be accepted. All applicants will be contacted by Friday 14th June 2024 to let them know the outcome of their application. You may be offered an alternative pitch should your preferred choice(s) not be available.

All slush concessions are subject to Bedford Borough Council’s Slush Contracts Terms & Conditions and a formal contract entered into with successful applicants. A copy of these terms will be provided to you with your pitch offer(s) should your application be successful.

Slush Licensees shall have the right to sell **slush** (not ice creams, sweets, or alcohol).

Slush pitches are 5 x 5 metres and include the right to provide a maximum of one vehicle for trading purposes only.

Please refer to the site map on page 9 for pitch locations.

Please state the total number of units you wish to bring to the festival:

Slush Pitch Locations (one per site)

Pitch Location	Fee per pitch	Please tick desired pitch(es)
Russell Park	£600	
Mill Meadows	£600	
St. Mary’s Gardens	£300	

Please indicate the price range of goods for sale:

Please describe how you will meet the environmental and sustainability aspirations for the Bedford River Festival as set out in the Council’s Event Sustainability Declaration on pages 5-6, including a description of the reusable, recyclable or biodegradable containers, packaging and products you will use when trading at the event.

SECTION F - Slush Concessions – please RETURN this section

One supply vehicle per catering pitch is permitted and must be included in your allocated pitch space. No trading shall be carried out from a supply vehicle. All other vehicles must be removed from site after unloading and parked off-site. Please notify events@bedford.gov.uk of any changes to the below details prior to the event.

Trading Vehicle Registration Number:		Trading Vehicle Make and Model:
Width (metres):	Length (metres):	Weight (tonnes):
Supply Vehicle Registration Number:		Supply Vehicle Make and Model:
Width (metres):	Length (metres):	Weight (tonnes):

Additional parking is available at the Bedford International Athletics Stadium, Barkers Lane, at a cost of £5 per vehicle per day, and also in town centre car parks. For more information, please visit www.bedford.gov.uk.

Slush Concessions Terms & Conditions – please KEEP this section

LICENCE

The Council invites applications for providing Outlets as defined in this Agreement for the Licence Period also defined. The Licensee shall have the right to sell slush (not food, ice creams, confectionery, soft drinks or alcohol) during the River Festival in accordance with the following Terms and Conditions.

Subject to Clauses 3 and 4 of this Agreement the Licensor gives the Licensee the following rights (in common with the Licensor and all others authorised by the Licensor so far as is not consistent with the rights given) to use for the “Licence Period” of Saturday 20th and Sunday 21st July 2024 only.

THIS CONTRACT DOES NOT GIVE EXCLUSIVE SELLING OR CATERING RIGHTS TO ANY APPLICANT AT THE BEDFORD RIVER FESTIVAL.

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 hours and no later than 09.00 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 Licensee’s application and which is shown in photographs provided with the Licensee’s application and which is to be used by the Licensee 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”** means the sale and provision of slush products.
- 1.10 **“Supply Vehicle”** shall mean the vehicle used by the Licensee 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 **“Slush Concession”** means what space the Licensee applied for and has been granted permission to sell from at the Festival.

Slush Concessions Terms & Conditions – please KEEP this section**2. LICENSEE'S UNDERTAKINGS****The Licensee SHALL:**

- 2.1 Pay the fees referred to in Clause 4. Non-payment by the designated due date on the issued invoice(s) will result in the Catering Concession offer being withdrawn.
- 2.2 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.
- 2.3 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.
- 2.4 To provide evidence of registration as a food business with his/her local council upon request both prior to and at the Festival.
- 2.5 To provide evidence of a minimum food hygiene rating of 3 out of 5 upon request prior to and at the Festival.
- 2.6 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.
 - 2.6.1 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.
 - 2.6.2 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.
- 2.7 Permit the Council's duly authorised officers to enter and inspect the Outlet/stall at any time during the Festival.
- 2.8 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 Licensee shall ensure that the Allocated Space has been tidied and cleared of rubbish and is free from all the Licensee's belongings, goods and equipment. Failure to do so may lead to the Licensee's bond(s) being withheld.
- 2.9 Caterers should provide and maintain a sufficient number of rubbish bins in the vicinity of the Outlet and ensure that these are emptied regularly and ensure that they could in no way be regarded as unsightly at any time. Caterers should also ensure all common areas including tables and food courts are kept clean and tidy at all times.

Slush Concessions Terms & Conditions – please KEEP this section

- 2.10 Observe any supplementary rules and regulations made by the Council, of which the Licensee is reasonably notified, governing the use of the Allocated Space or the Access Ways. All Access Ways must be kept clear at all times.
- 2.11 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.
- 2.12 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.
- 2.13 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 Licensee's pitch.
- 2.14 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.
- 2.15 Ensure that the Outlet is used solely for the sale of the Specified Services agreed and not use or suffer or permit anyone to use the said Outlet or any part thereof for any other purposes than the Specified Services during the continuance of this Agreement.

The Licensee SHALL NOT:

- 2.16 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.
- 2.17 Obstruct the Access Ways or cause or permit them to become dirty or untidy.

Slush Concessions Terms & Conditions – please KEEP this section**3. GENERAL**

- 3.1 This Licence is in respect of the Allocated Space/Pitch only (5 x 5 metre per trading pitch) and includes the right for the Licensee to provide a maximum of one vehicle only for actual trading purposes on the Allocated Space. A Supply Vehicle/trailer may be provided behind the trading vehicle subject to the prior agreement of the Licensor and subject to space being available, but no trading shall be carried out from this second vehicle and both vehicles must only use the designated space.
- 3.2 On grassed areas with more than two concession pitches, the units will be arranged into food courts at the Event Manager's discretion. All equipment, vehicles, trailers etc. must operate from within these designated areas and agreed space.
- 3.3 The Council is not obliged to accept any or all applications submitted. Applications are judged and considered on the balance of trade, catering, 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.
- 3.4 The Licence may be revoked by the Licensor by notice if the Licensee shall fail to observe and perform any of the agreements of its part herein contained and thereupon this Agreement shall absolutely determine and this right of revocation is without prejudice to any right of action of the Licensor in respect of any antecedent breach of the Licensee's agreements herein contained.
- 3.5 Nothing contained in this Agreement whether expressed or implied shall grant to or confer on or be constructed as granting to or conferring on the Licensee the sole and exclusive selling rights on the Site but only in respect of the Allocated Space(s).
- 3.6 It is agreed between the parties that this Agreement constitutes a Licence and confers no tenancy upon the Licensee and that possession of the site is retained by the Licensor subject to the rights created by this Licence.
- 3.7 The benefit of this Licence is personal to the Licensee and not assignable but the rights granted by the Licensor under Clause 3 may be exercised by the Licensee and its employees.
- 3.8 The Council gives no warranty that the Site is legally or physically fit for the Specified Purposes.
- 3.9 If either the Council or the Licensee 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.
- 3.10 The Council will turn away or remove any Licensee 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 Licensee 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 also be in attendance over the Festival weekend.

Slush Concessions Terms & Conditions – please KEEP this section**4. PAYMENT OF FEES**

- 4.1 The full site fee is payable prior to the Festival and by the due date specified on the issued invoice(s). Payment instalment plans may be agreed with the Council's Debtors team following receipt of the issued invoice(s). The Licensee 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 Licensee's bond being retained by the Council.
- 4.2 A bond of ONE HUNDRED POUNDS (£100) is payable per Allocated Space. 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 Licensee has complied with the Terms and Conditions and providing the Licensee 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 Licensee will be informed as soon as is practicable after the Festival if their bond is to be withheld and the reason(s) why. The Licensee will have 14 days to appeal against this decision in writing.
- 4.3 The Site Fee together with the bond of ONE HUNDRED POUNDS (£100) per Allocated Space referred to in clause 4.2 must be received by the Council by the invoice due date. If the Licensee 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 Licensee will not be refunded the Site Fee.
- 4.4 In the event of a cancellation by the Licensee the Pitch Fee will be forfeited, with the exception of the £100 bond fee per pitch which will be refunded as soon as is practicable. No other refunds will be given.
- 4.5 Payment details will be given on issued invoices. Please do not send payment prior to receiving an invoice.
- 4.6 The Licensee acknowledges that, notwithstanding his/her compliance with this clause (Clause 4) and the other conditions of this Agreement, until the Council signs this Agreement the Licence shall not come into effect and all rights the Licensee would have had under it will be ineffective.

Slush Concessions Terms & Conditions – please KEEP this section

5. GOODS AND SERVICES

The Licensee SHALL:

- 5.1 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.
- 5.2 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.
- 5.3 Comply with the application together with the specifications and prices applied.
- 5.4 Display clearly and prominently the prices of all goods being sold on a list easily visible to the public.
- 5.5 Display clearly and prominently the identity of the Licensee (which shall be the same as that shown in the Licence) at all times at the Outlets at each Allocated Space and shall give the trading name and the address of the Licensee.
- 5.6 Licensees should include with their application a complete price list for all goods they wish to sell.

The Licensee SHALL NOT:

- 5.7 Sub-let the Licensee's pitch. No sub-letting of pitches is permitted.
- 5.8 Distribute leaflets on the Festival site or car parks. Leafletting is not permitted.

6. SITE MANAGEMENT

- 6.1 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.
- 6.2 The Council will try to allocate spaces in accordance with the Applicant's choice of pitch 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 Licensee's Allocated Space if this is deemed necessary for health and safety or other reasons. If a Licensee'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.
- 6.3 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 Licensee 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.

Slush Concessions Terms & Conditions – please KEEP this section

- 6.4 No private cars shall be parked on the site with the exception of any permitted Supply Vehicle agreed by the Event Management team.
- 6.5 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.
- 6.6 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.
- 6.7 The Licensee 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.
- 6.8 The Licensee 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.
- 6.9 The Council is not responsible for providing parking spaces for Licensees' private vehicles and the Licensee must find suitable parking spaces for his/her vehicles off the Festival site.
- 6.10 The Licensee 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 Licensee Early Site Entrance the Licensee agrees to be bound by the Terms and Conditions as if the Early Site Entrance was the Festival, but under no circumstances shall the Licensee commence trading.
- 6.11 Licensees should arrive at the Allocated Space no later than 08.00 hours. A strict vehicle curfew will be in place with no vehicles permitted access after this time. No vehicles will be allowed on and/or off the Site for restocking purposes during the Festival opening hours (see clause 6.15). It is imperative that restocking is carefully thought through; the Event Manager can advise on this issue.
- 6.12 The Allocated Spaces are to spread across the entire Festival site singularly and in food court arrangements. Such arrangements are made at the discretion of the Event Manager.
- 6.13 Outlets will be allocated a Designated Space(s) according to the predetermined site plan, or as determined by the Licensor in conjunction with the Licensee.
- 6.14 No other sales of slush will be within 50 meters of any designated catering trading site, and any such sites will be limited at the discretion of the Licensor. An example of this would be the Festival Market on the main Embankment promenade, where additional slush units may be located as part of the market.

Slush Concessions Terms & Conditions – please KEEP this section**6.15 The Licensee SHALL:**

- 6.15.1 Be ready for trading from his/her Outlet by 10.00 hours on Saturday 20th July 2024 and shall continue to trade until 22.30 hours on that day but trade no later than 23.00 hours.
- 6.15.2 Commence trading by 10.00 hours on Sunday 21st July 2024 and continue to trade on that day until the end of the Festival at 20.00 hours.
- 6.15.3 Be aware that if the Licensee 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 Licensee's responsibility to inform all staff, helpers and volunteers of timings of access to the Site.
- 6.15.4 Not leave the Site before 23.00 on Saturday 20th July 2024 and 20.00 hours on Sunday 21st July 2024. 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 Licensee of the ONE HUNDRED POUND (£100) bond, and thereafter vehicles will not be allowed back onto the Festival Site.

On-site Security Responsibilities:

- 6.16 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 Licensee, and the Licensee's insurance documentation should reflect this.
- 6.17 If there is bad weather before or during the Festival the Council may move or direct the Licensee 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 Licensee due to cancellation of the Festival for whatever reason.

Slush Concessions Terms & Conditions – please KEEP this section

7. PREVENTION OF CORRUPTION

- 7.1 The Council is empowered to cancel this Agreement and recover from the Licensee the amount of any loss resulting from any such cancellation if the Licensee 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.

8. UNFORESEEN CIRCUMSTANCES EVENT

- 8.1 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.
- 8.2 Provided it has complied with clause 8.3 or 8.4 as the case requires, if the Council:
- 8.2.1 is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by an Unforeseen Circumstances Event; or
 - 8.2.2 decides that the River Festival ought not to take place on 20th & 21st July 2024 for reasons related to the Unforeseen Circumstances Event set out in clause 8.1(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.

Slush Concessions Terms & Conditions – please KEEP this section

8.3 In the case of clause 8.2.1, 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 Licensee 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.

8.4 In the case of clause 8.2.2, the Council shall:

- a. notify the Licensee 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 2024, reimburse to the Licensee whatever part of the Pitch Fee has been paid to the Council unless clause 9.1 applies. The Council will retain the relevant sum until the period set out in clause 9.1 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 8.4(b).

9. OPTION TO CARRY OVER

9.1 If the Licensee receives a notice from the Council pursuant to clause 8.4(a) but wishes to book a pitch for the next subsequent River Festival, the trader may serve the Council with notice in writing to that effect by 14th May 2024 (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 Licensee pending the Council and the Licensee entering into a Licence Agreement for that subsequent River Festival;
- b. the Pitch Fee within the Licence Agreement between the Council and the Licensee for the next subsequent River Festival shall not be more than the amount of the Pitch Fee stated in this Agreement.

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Bedford River Festival, Bedford Borough Council
Borough Hall, Cauldwell Street, Bedford MK42 9AP

Email: events@bedford.gov.uk

SECTION G - Slush Concessions – please RETURN this section**Slush Concessions Terms & Conditions Acceptance Sheet****Declaration**

I have read and understood the enclosed Terms & Conditions for slush concessions and agree to abide by them if my trading application is successful. I understand submission of this application form does not guarantee inclusion in the Bedford River Festival 2024.

Should my trading application be successful, I understand that I will be required to make payment of the appropriate fees and bond payable upon receiving an invoice.

Applications will not be considered if all relevant sections are not completed fully.

Signed:

Date:

Print Name:

Company Name:

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:

**RF2024 Trade Manager
Bedford Borough Council
Borough Hall, 4th Floor, Room 401
Cauldwell Street
Bedford MK42 9AP**

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

SECTION H - Confectionery Concessions – please RETURN this section

Pitch Details

Applications for confectionery concessions will be considered on the balance of the offering for visitors at the festival and on environmental and sustainability considerations.

Successful applicants will be contacted by within four weeks of receipt of their application with a concession(s) offer. Other applicants may be placed on a waiting list should initial offers not be accepted. All applicants will be contacted by Friday 14th June 2024 to let them know the outcome of their application. You may be offered an alternative pitch should your preferred choice(s) not be available.

All confectionery concessions are subject to Bedford Borough Council's Confectionery Contracts Terms & Conditions and a formal contract entered into with successful applicants. A copy of these terms will be provided to you with your pitch offer(s) should your application be successful.

Confectionery Licensees shall have the right to sell **confectionery/sweets** (not ice creams, slush, or alcohol).

Confectionery pitches are 5 x 5 metres and include the right to provide a maximum of one vehicle for trading purposes only.

Please refer to the site map on page 9 for pitch locations.

Please state the total number of units you wish to bring to the festival:

Confectionery Pitch Locations (one per site)

Pitch Location	Fee per pitch	Please tick desired pitch(es)
Russell Park <i>(located to the south-east of the park alongside a food court)</i>	£800	
The Embankment <i>(located within the prime trade run)</i>	£800	
Mill Meadows A <i>(located near the Community Stage)</i>	£800	
Mill Meadows B <i>(located close to the children's inflatables/activities)</i>	£800	
St. Mary's Gardens	£300	

Please indicate the price range of goods for sale:

Please describe how you will meet the environmental and sustainability aspirations for the Bedford River Festival as set out in the Council's Event Sustainability Declaration on pages 5-6, including a description of the reusable, recyclable or biodegradable containers, packaging and products you will use when trading at the event.

SECTION H - Confectionery Concessions – please RETURN this section

One supply vehicle per catering pitch is permitted and must be included in your allocated pitch space. No trading shall be carried out from a supply vehicle. All other vehicles must be removed from site after unloading and parked off-site. Please notify events@bedford.gov.uk of any changes to the below details prior to the event.

Trading Vehicle Registration Number:		Trading Vehicle Make and Model:
Width (metres):	Length (metres):	Weight (tonnes):
Supply Vehicle Registration Number:		Supply Vehicle Make and Model:
Width (metres):	Length (metres):	Weight (tonnes):

Additional parking is available at the Bedford International Athletics Stadium, Barkers Lane, at a cost of £5 per vehicle per day, and also in town centre car parks. For more information, please visit www.bedford.gov.uk.

Confectionery Concessions Terms & Conditions – please KEEP this section

LICENCE

The Council invites applications for providing Outlets as defined in this Agreement for the Licence Period also defined. The Licensee shall have the right to sell confectionery/sweets (not food, ice creams, slush, soft drinks or alcohol) during the River Festival in accordance with the following Terms and Conditions.

Subject to Clauses 3 and 4 of this Agreement the Licensor gives the Licensee the following rights (in common with the Licensor and all others authorised by the Licensor so far as is not consistent with the rights given) to use for the “Licence Period” of Saturday 20th and Sunday 21st July 2024 only.

THIS CONTRACT DOES NOT GIVE EXCLUSIVE SELLING OR CATERING RIGHTS TO ANY APPLICANT AT THE BEDFORD RIVER FESTIVAL.

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 hours and no later than 09.00 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 Licensee’s application and which is shown in photographs provided with the Licensee’s application and which is to be used by the Licensee 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”** means the sale and provision of confectionery products.
- 1.10 **“Supply Vehicle”** shall mean the vehicle used by the Licensee 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 **“Confectionery Concession”** means what space the Licensee applied for and has been granted permission to sell from at the Festival.

Confectionery Concessions Terms & Conditions – please KEEP this section**2. LICENSEE'S UNDERTAKINGS****The Licensee SHALL:**

- 2.1 Pay the fees referred to in Clause 4. Non-payment by the designated due date on the issued invoice(s) will result in the Catering Concession offer being withdrawn.
- 2.2 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.
- 2.3 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.
- 2.4 To provide evidence of registration as a food business with his/her local council upon request both prior to and at the Festival.
- 2.5 To provide evidence of a minimum food hygiene rating of 3 out of 5 upon request prior to and at the Festival.
- 2.6 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.
 - 2.6.1 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.
 - 2.6.2 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.
- 2.7 Permit the Council's duly authorised officers to enter and inspect the Outlet/stall at any time during the Festival.
- 2.8 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 Licensee shall ensure that the Allocated Space has been tidied and cleared of rubbish and is free from all the Licensee's belongings, goods and equipment. Failure to do so may lead to the Licensee's bond(s) being withheld.
- 2.9 Caterers should provide and maintain a sufficient number of rubbish bins in the vicinity of the Outlet and ensure that these are emptied regularly and ensure that they could in no way be regarded as unsightly at any time. Caterers should also ensure all common areas including tables and food courts are kept clean and tidy at all times.

Confectionery Concessions Terms & Conditions – please KEEP this section

- 2.10 Observe any supplementary rules and regulations made by the Council, of which the Licensee is reasonably notified, governing the use of the Allocated Space or the Access Ways. All Access Ways must be kept clear at all times.
- 2.11 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.
- 2.12 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.
- 2.13 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 Licensee's pitch.
- 2.14 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.
- 2.15 Ensure that the Outlet is used solely for the sale of the Specified Services agreed and not use or suffer or permit anyone to use the said Outlet or any part thereof for any other purposes than the Specified Services during the continuance of this Agreement.

The Licensee SHALL NOT:

- 2.16 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.
- 2.17 Obstruct the Access Ways or cause or permit them to become dirty or untidy.

Confectionery Concessions Terms & Conditions – please KEEP this section**3. GENERAL**

- 3.1 This Licence is in respect of the Allocated Space/Pitch only (5 x 5 metre per trading pitch) and includes the right for the Licensee to provide a maximum of one vehicle only for actual trading purposes on the Allocated Space. A Supply Vehicle/trailer may be provided behind the trading vehicle subject to the prior agreement of the Licensor and subject to space being available, but no trading shall be carried out from this second vehicle and both vehicles must only use the designated space.
- 3.2 On grassed areas with more than two concession pitches, the units will be arranged into food courts at the Event Manager's discretion. All equipment, vehicles, trailers etc. must operate from within these designated areas and agreed space.
- 3.3 The Council is not obliged to accept any or all applications submitted. Applications are judged and considered on the balance of trade, catering, 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.
- 3.4 The Licence may be revoked by the Licensor by notice if the Licensee shall fail to observe and perform any of the agreements of its part herein contained and thereupon this Agreement shall absolutely determine and this right of revocation is without prejudice to any right of action of the Licensor in respect of any antecedent breach of the Licensee's agreements herein contained.
- 3.5 Nothing contained in this Agreement whether expressed or implied shall grant to or confer on or be constructed as granting to or conferring on the Licensee the sole and exclusive selling rights on the Site but only in respect of the Allocated Space(s).
- 3.6 It is agreed between the parties that this Agreement constitutes a Licence and confers no tenancy upon the Licensee and that possession of the site is retained by the Licensor subject to the rights created by this Licence.
- 3.7 The benefit of this Licence is personal to the Licensee and not assignable but the rights granted by the Licensor under Clause 3 may be exercised by the Licensee and its employees.
- 3.8 The Council gives no warranty that the Site is legally or physically fit for the Specified Purposes.
- 3.9 If either the Council or the Licensee 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.
- 3.10 The Council will turn away or remove any Licensee 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 Licensee 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 also be in attendance over the Festival weekend.

Confectionery Concessions Terms & Conditions – please KEEP this section**4. PAYMENT OF FEES**

- 4.1 The full site fee is payable prior to the Festival and by the due date specified on the issued invoice(s). Payment instalment plans may be agreed with the Council's Debtors team following receipt of the issued invoice(s). The Licensee 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 Licensee's bond being retained by the Council.
- 4.2 A bond of ONE HUNDRED POUNDS (£100) is payable per Allocated Space. 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 Licensee has complied with the Terms and Conditions and providing the Licensee 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 Licensee will be informed as soon as is practicable after the Festival if their bond is to be withheld and the reason(s) why. The Licensee will have 14 days to appeal against this decision in writing.
- 4.3 The Site Fee together with the bond of ONE HUNDRED POUNDS (£100) per Allocated Space referred to in clause 4.2 must be received by the Council by the invoice due date. If the Licensee 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 Licensee will not be refunded the Site Fee.
- 4.4 In the event of a cancellation by the Licensee the Pitch Fee will be forfeited, with the exception of the £100 bond fee per pitch which will be refunded as soon as is practicable. No other refunds will be given.
- 4.5 Payment details will be given on issued invoices. Please do not send payment prior to receiving an invoice.
- 4.6 The Licensee acknowledges that, notwithstanding his/her compliance with this clause (Clause 4) and the other conditions of this Agreement, until the Council signs this Agreement the Licence shall not come into effect and all rights the Licensee would have had under it will be ineffective.

Confectionery Concessions Terms & Conditions – please KEEP this section**5. GOODS AND SERVICES****The Licensee SHALL:**

- 5.1 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.
- 5.2 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.
- 5.3 Comply with the application together with the specifications and prices applied.
- 5.4 Display clearly and prominently the prices of all goods being sold on a list easily visible to the public.
- 5.5 Display clearly and prominently the identity of the Licensee (which shall be the same as that shown in the Licence) at all times at the Outlets at each Allocated Space and shall give the trading name and the address of the Licensee.
- 5.6 Licensees should include with their application a complete price list for all goods they wish to sell.

The Licensee SHALL NOT:

- 5.7 Sub-let the Licensee's pitch. No sub-letting of pitches is permitted.
- 5.8 Distribute leaflets on the Festival site or car parks. Leafletting is not permitted.

6. SITE MANAGEMENT

- 6.1 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.
- 6.2 The Council will try to allocate spaces in accordance with the Applicant's choice of pitch 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 Licensee's Allocated Space if this is deemed necessary for health and safety or other reasons. If a Licensee'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.
- 6.3 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 Licensee 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.

Confectionery Concessions Terms & Conditions – please KEEP this section

- 6.4 No private cars shall be parked on the site with the exception of any permitted Supply Vehicle agreed by the Event Management team.
- 6.5 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.
- 6.6 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.
- 6.7 The Licensee 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.
- 6.8 The Licensee 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.
- 6.9 The Council is not responsible for providing parking spaces for Licensees' private vehicles and the Licensee must find suitable parking spaces for his/her vehicles off the Festival site.
- 6.10 The Licensee 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 Licensee Early Site Entrance the Licensee agrees to be bound by the Terms and Conditions as if the Early Site Entrance was the Festival, but under no circumstances shall the Licensee commence trading.
- 6.11 Licensees should arrive at the Allocated Space no later than 08.00 hours. A strict vehicle curfew will be in place with no vehicles permitted access after this time. No vehicles will be allowed on and/or off the Site for restocking purposes during the Festival opening hours (see clause 6.15). It is imperative that restocking is carefully thought through; the Event Manager can advise on this issue.
- 6.12 The Allocated Spaces are to spread across the entire Festival site singularly and in food court arrangements. Such arrangements are made at the discretion of the Event Manager.
- 6.13 Outlets will be allocated a Designated Space(s) according to the predetermined site plan, or as determined by the Licensor in conjunction with the Licensee.
- 6.14 No other sales of confectionery will be within 50 meters of any designated confectionery trading site, and any such sites will be limited at the discretion of the Licensor. An example of this would be the Festival Market on the main Embankment promenade, where additional confectionery units may be located as part of the market.

Confectionery Concessions Terms & Conditions – please KEEP this section**6.15 The Licensee SHALL:**

- 6.15.1 Be ready for trading from his/her Outlet by 10.00 hours on Saturday 20th July 2024 and shall continue to trade until 22.30 hours on that day but trade no later than 23.00 hours.
- 6.15.2 Commence trading by 10.00 hours on Sunday 21st July 2024 and continue to trade on that day until the end of the Festival at 20.00 hours.
- 6.15.3 Be aware that if the Licensee 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 Licensee's responsibility to inform all staff, helpers and volunteers of timings of access to the Site.
- 6.15.4 Not leave the Site before 23.00 on Saturday 20th July 2024 and 20.00 hours on Sunday 21st July 2024. 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 Licensee of the ONE HUNDRED POUND (£100) bond, and thereafter vehicles will not be allowed back onto the Festival Site.

On-site Security Responsibilities:

- 6.16 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 Licensee, and the Licensee's insurance documentation should reflect this.
- 6.17 If there is bad weather before or during the Festival the Council may move or direct the Licensee 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 Licensee due to cancellation of the Festival for whatever reason.

Confectionery Concessions Terms & Conditions – please KEEP this section

7. PREVENTION OF CORRUPTION

- 7.1 7.1 The Council is empowered to cancel this Agreement and recover from the Licensee the amount of any loss resulting from any such cancellation if the Licensee 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.

8. UNFORESEEN CIRCUMSTANCES EVENT

- 8.1 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.
- 8.2 Provided it has complied with clause 8.3 or 8.4 as the case requires, if the Council:
- 8.2.1 is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by an Unforeseen Circumstances Event; or
 - 8.2.2 decides that the River Festival ought not to take place on 20th & 21st July 2024 for reasons related to the Unforeseen Circumstances Event set out in clause 8.1(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.

Confectionery Concessions Terms & Conditions – please KEEP this section

8.3 In the case of clause 8.2.1, 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 Licensee 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.

8.4 In the case of clause 8.2.2, the Council shall:

- a. notify the Licensee 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 2024, reimburse to the Licensee whatever part of the Pitch Fee has been paid to the Council unless clause 9.1 applies. The Council will retain the relevant sum until the period set out in clause 9.1 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 8.4(b).

9. OPTION TO CARRY OVER

9.1 If the Licensee receives a notice from the Council pursuant to clause 8.4(a) but wishes to book a pitch for the next subsequent River Festival, the trader may serve the Council with notice in writing to that effect by 14th May 2024 (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 Licensee pending the Council and the Licensee entering into a Licence Agreement for that subsequent River Festival;
- b. the Pitch Fee within the Licence Agreement between the Council and the Licensee for the next subsequent River Festival shall not be more than the amount of the Pitch Fee stated in this Agreement.

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Bedford River Festival, Bedford Borough Council
Borough Hall, Cauldwell Street, Bedford MK42 9AP

Email: events@bedford.gov.uk

SECTION I - Confectionery Concessions – please RETURN this section**Confectionery Concessions Terms & Conditions Acceptance Sheet****Declaration**

I have read and understood the enclosed Terms & Conditions for confectionery concessions and agree to abide by them if my trading application is successful. I understand submission of this application form does not guarantee inclusion in the Bedford River Festival 2024.

Should my trading application be successful, I understand that I will be required to make payment of the appropriate fees and bond payable upon receiving an invoice.

Applications will not be considered if all relevant sections are not completed fully.

Signed:

Date:

Print Name:

Company Name:

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:

**RF2024 Trade Manager
Bedford Borough Council
Borough Hall, 4th Floor, Room 401
Cauldwell Street
Bedford MK42 9AP**

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

SECTION J - Vegan Lounge Applicants – please RETURN this section

Pitch Details

Please note that your application details will be shared with the Green Earth Vegan Lounge coordinator. The Council retains control and responsibility for the event as the Organiser.

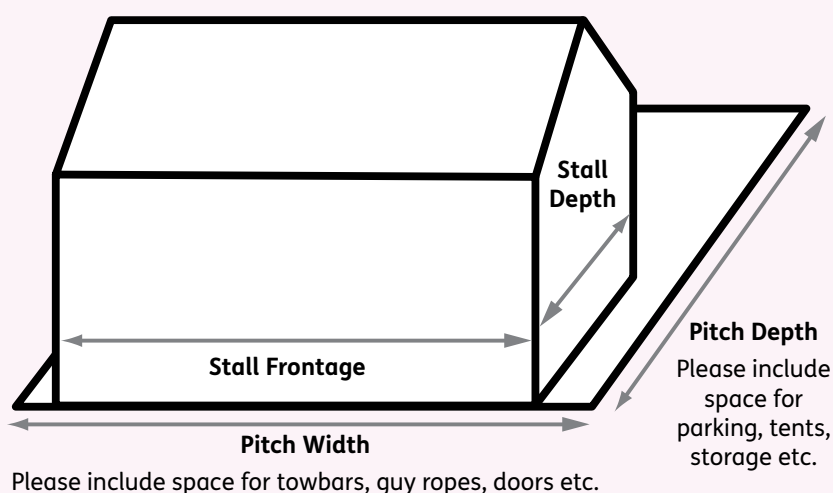
Any applicant wishing to sell food or drink products intended for immediate consumption at the event will need to apply for a catering pitch, see proforma below.

Green Earth Vegan Lounge Pitches

Pitch Size	Fee per pitch	Please tick desired pitch(es)
3m x 3m space within Lounge marquee	£280	
3m x 3m space (<i>trader to supply own gazebo</i>)	£250	
Catering pitch within Lounge marquee	£800	
Catering pitch (<i>trader to supply own gazebo/vehicle unit</i>)	£800	

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 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:

SECTION J - Vegan Lounge Applicants – please RETURN this section**Pitch Details**

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 at the Bedford International Athletics Stadium, Barkers Lane, at a cost of £5 per vehicle per day, and also in town centre car parks.

For more information, please visit www.bedford.gov.uk.

Vegan Lounge 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 hours and no later than 09.00 hours 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 River 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.

Vegan Lounge 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.

Vegan Lounge Terms & Conditions – please KEEP this section

- 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.
- 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.

Vegan Lounge Terms & Conditions – please KEEP this section

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, catering, 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.
- 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.

Vegan Lounge Terms & Conditions – please KEEP this section**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.
- 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 (21st May 2024). If notice is received between 30 and 60 days (20th June 2024) 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.

Vegan Lounge Terms & Conditions – please KEEP this section**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 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.

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.

Vegan Lounge Terms & Conditions – please KEEP this section**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.
- 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.

Vegan Lounge Terms & Conditions – please KEEP this section

- 7.10 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.
- 7.11 The Trader SHALL:
- 7.11.1 Be ready for trading from his/her Outlet by 10.00 hours on Saturday 20th July 2024 and shall continue to trade until at least 20.00 hours on that day but trade no later than 22.30 hours.
 - 7.11.2 Commence trading by 10.00 hours on Sunday 21st July 2024 and continue to trade on that day at least until 19.00 hours.
 - 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 23.00 on Saturday 20th July 2024 and 20.00 hours on Sunday 21st July 2024. 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.
- 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.

Vegan Lounge Terms & Conditions – please KEEP this section

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.
- 9.2 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 River Festival ought not to take place on 20th & 21st July 2024 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.

Vegan Lounge Terms & Conditions – please KEEP this section

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 2024, 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).

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 River Festival, the trader may serve the Council with notice in writing to that effect by 14th May 2024 (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 River Festival;
- b. the Pitch Fee within the Pitch Hire Agreement between the Council and the Trader for the next subsequent River Festival shall not be more than the amount of the Pitch Fee stated in this Agreement.

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Bedford River Festival, Bedford Borough Council
Borough Hall, Cauldwell Street, Bedford MK42 9AP

Email: events@bedford.gov.uk

SECTION K - Vegan Lounge Applicants – please RETURN this section**Green Earth Vegan Lounge Terms & Conditions Acceptance Sheet****Declaration**

I have read and understood the enclosed Terms & Conditions for Green Earth Vegan Lounge traders and agree to abide by them if my trading application is successful. I understand submission of this application form does not guarantee inclusion in the Bedford River Festival 2024.

Should my trading application be successful, I understand that I will be required to make payment of the appropriate fees and bond payable upon receiving an invoice.

Applications will not be considered if all relevant sections are not completed fully.

Signed:

Date:

Print Name:

Company Name:

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:

**RF2024 Trade Manager
Bedford Borough Council
Borough Hall, 4th Floor, Room 401
Cauldwell Street
Bedford MK42 9AP**

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

Finding out more

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



01234 718450



Bedford River Festival

Bedford Borough Council
Borough Hall, 4th Floor, Room 401
Cauldwell Street
Bedford MK42 9AP



<https://riverfestival.bedford.gov.uk>



www.bedford.gov.uk/events



events@bedford.gov.uk



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