

TERMS AND CONDITIONS 2022

By trading as part of the SCOFF fleet, traders are agreeing to comply with the following Terms and Conditions:

1. Communication

- 1.1. Traders will be sent a SCOFF site traders pack ahead of their trading date. Please note details will be different for each site.
- 1.2. Traders should communicate with Sophie Bowden Events by whatsapp (07961 326 187) should there be any delay in set-up, cancellation or sellout.
- 1.3. There will be no site manager running the event, traders are expected to adhere to our terms when representing SCOFF on site. Spot checks will be made.

2. Traders canopies and vehicles

- 2.1. Traders must provide their own cover to trade. Trading without cover will not be permitted. Any trader arriving with a canopy which is deemed unsuitable will not be able to trade and no refund will be given. Canopies maybe deemed unsuitable if in poor condition structurally or in a very poor state for presentational reasons.
- 2.2. It is essential that canopies are adequately weighted to withstand windy conditions with a minimum of 12kg on each corner of your structure. In windy conditions (above 28mph wind gusts), it is a condition of trading that canopies are adequately weighted to remain secure with 25kg weights (2 x metal weights) used per corner.
- 2.3. Traders with cooking ingredients that may stain the pavement must place durable and appropriate ground protection within the area of their stall to protect the slabs from damage. Please be aware that where staining to the stone surfaces results from there being no protection or negligence, any charge levied onto Sophie Bowden Events from the site owners for cleaning will be passed on to the relevant trader

3. Site location, access and parking

- **3.1.** Please refer to the traders pack for details on site location, access and parking. Please ensure you read the traders pack thoroughly as each site comes with different conditions of trading.
- **3.2.** Some sites require keys for access to toilets and electricity. If a trader does not lock up and return site keys to the designated area as

detailed in the traders pack, a non-refundable fine of £50 will be charged.

4. Bookings and payment

- 4.1. Traders will be allocated regular monthly pitches depending on availability and logistics which will be agreed in advance. Additional guest pitches will be offered occasionally.
- 4.2. Traders will be emailed monthly regarding payment. Non-payment by the required deadline will be subject to an additional administration charge of £10 a week.
- 4.3. No pitch reservation is made (or payment due) until the trader has received confirmation of the booking from Sophie Bowden Events and an invoice sent.
- 4.4. We are unable to swap dates if a trader is not available for their allocated trading date.

5. Cancellations

- 5.1. Bookings cancelled by traders with less than <u>14 working days</u> notice will be subject to the full pitch fee.
- 5.2. Repeated cancellations will result in subsequent SCOFF bookings being cancelled and SCOFF membership revoked.
- 5.3. Sophie Bowden Events reserves the right to cancel a site booking when it is considered that it would be unsafe to proceed due to weather conditions or other circumstances. Traders will be informed with at least 24hrs notice if a booking is cancelled because of bad weather conditions.
- 5.4. In the event of a cancelled booking made by Sophie Bowden Events as detailed above, traders will receive a 50% refund which will be credited to their next invoice.

6. Trading times

6.1. Trading days and hours will differ per site and will be detailed in the SCOFF site trader's pack.

7. Insurance

- 7.1. The trader shall indemnify Sophie Bowden Events against any claim or legal proceedings by a visitor to the event or any infringement established by a judicial or administrative authority.
- 7.2. All traders must have Public Liability Insurance cover for a minimum of £5m. This insurance must cover the risks to third parties that may be incurred by itself, its products, or its staff. Sophie Bowden Events shall be deemed to be released from any liability in this respect, including any event of loss, theft or damage.

8. Certification

8.1. All traders must be registered with their local authority (scores on the doors rating) and have a valid, nationally recognized food hygiene certificate. Traders must have their certificate with them at all times.

9. COVID Secure Management

Sophie Bowden Events
Spike Island, 133 Cumberland Road, Bristol BS1 6UX

- 9.1. Please refer to our COVID-19 guidance and terms if relevant
- 9.2. During the pandemic, traders will be required to wear a face covering and provide hand sanitizer for customers whilst trading on SCOFF sites. A bottle of hand sanitizer at the front of the stall is adequate.

10. Food Safety

- 10.1. All traders are required to have appropriate food safety management systems in place to support the requirements of food safety legislation. An example of this is the "Safer Food Better Business" food safety management system developed by the Food Standards Agency. Traders will be asked to bring with them a copy of their food business operating system paperwork with them to our events which will be checked by the market manager periodically.
- 10.2. It is a condition of trading that every trader has a portable hand-washing unit (such as a TEAL unit) within their stall, and that this is kept topped up as required. Traders must also have a plentiful supply of disposable catering gloves which must be worn at all times and replaced whenever necessary.

11. Allergens

11.1. It is highly recommended that all traders have a list of ingredients and allergens available on their stall. For further allergen guidance for food businesses, please visit https://www.food.gov.uk/business-guidance/allergen-guidance-for-food-businesses

12. Food Packaging Requirements

12.1. It is a condition of trading with Sophie Bowden Events that all food packaging is to be biodegradable, including no bottled soft drinks unless the bottle is biodegradable. This is to include the use of biodegradable plastic bags.

13. Electrical Appliances

- 13.1. Please note that there is limited electricity available depending on the site please check the trader's pack.
- 13.2. It is the trader's responsibility to ensure that all electrical appliances are PAT tested. Each appliance must be certified. Any appliance not carrying an up-to-date certificate cannot be used.

14. Gas Appliances (LPG)

- 14.1. It is the trader's responsibility to ensure that all gas appliances are regularly checked by someone who is gas safety registered for LPG commercial appliances and carry the necessary certification. Any uncertified appliance cannot be used.
- 14.2. Thermal cut out switches are preferred on gas appliances and if not supplied with equipment, we request that guards or aluminum foil is wrapped around appliances to prevent the flame going out.
- 14.3. Gas bottles over 13KG MUST be secured upright to prevent falling
- 14.4. Gas bottles MUST NOT be stored inside your trading structure

14.5. If gas bottles are kept in an area accessible by the public, bottles should not be easily accessible to tampering (i.e. kept in a cage, secured by a chain and/or covered with red and white emergency/barrier tape).

15. Fire Safety Equipment

- 15.1. Appropriate fire extinguishers must be provided and checked every 12 months. The following fire extinguishers are required to trade with SCOFF:
 - Stalls cooking food 4kg dry powder or four litres of foam. If deep fat frying is taking place, it is recommended that you have a suitable fire blanket.
 - Stalls with <u>generators</u>/electrical equipment 4kg dry powder or Carbon Dioxide CO2

16. Waste

- 16.1. Traders are encouraged to minimalise packaging waste by providing re-useable dishes (where possible) and/or filling customers reusable containers.
- 16.2. It is a condition of trading at SCOFF sites that must remove any waste from their stall and any rubbish that customers leave behind as part of the agreement we have with the site owners. Any trader who leaves waste on site may be charged by the site owners

17. SCOFF Code of Conduct

- Traders must behave in a courteous and respectful manner towards other traders, site staff, Sophie Bowden Events staff and the public at all times.
- Traders must respect decisions by Sophie Bowden Events regarding the set-up, location and cancellation of site pitches.
- Traders must adhere to trading terms as set out in the traders pack such. Failure to do so may result in future pitches being cancelled at the organisers discretion.
- Traders should arrive on time to be set up, move their vehicle and be ready to trade by the start of the advertised trading times. Repeated lateness or cancellations of planned bookings will result in the cancellation of subsequent bookings.
- Smoking or vaping at or near the stalls is prohibited.
- Alcoholic drinks must not be consumed at stalls at any time.
- Traders must maintain their stall in a clean and tidy manner.
- Disciplinary action will be taken when a trader does not fulfil his/her obligations as detailed in all the terms above.

Breaches of the Terms and Conditions will result in future bookings being cancelled with any pitch fees paid not to be refunded and SCOFF membership revoked.

Sophie Bowden March 2022