



# Knutsford Food & Drink Festival

Saturday 13<sup>th</sup> August 2022

## EVENT INFORMATION

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Knutsford Food and Drink Festival is a new event being launched in 2022. The event will feature an array of activities around Knutsford Town Centre, including an indoor food market and an outdoor mini arena with hot street food and drink stalls, a seating area and live music.

The event will run for one day only this year on Saturday 13<sup>th</sup> August;

- The indoor market will run from 11.00am to 5.00pm
- The outdoor market/event will run from 12.00pm to 6.00pm

## STALL INFORMATION

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**Indoor market stalls:** You will be allocated a space within the indoor hall with a 6ft x 2ft trestle table to set up your stock on. Banners and signage reflecting your branding, menus etc. are welcome within your space.

**Instant consumable stalls:** You are allocated space dependant on the size of your gazebos or units. Your own units are preferred however we can provide a 3Mx3M gazebo if required. Electricity supply is available to instant consumable stalls as required.

## APPLICATION PROCESS & GUIDANCE

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The deadline for applications is [Monday 30<sup>th</sup> May](#). After the initial deadline, we will continue to accept applications **IF** there are any vacancies until the market is full. In order to have the best chance to be awarded a stall, please endeavour to submit your application by the deadline.

Please provide all information requested in the application form and take time to describe your products and stall well to help us to make the allocations. Incomplete applications will be less likely to be allocated a stall if we have insufficient information.

The following criteria will be used to award stall allocations:

- Locality (Knutsford > Surrounding Villages > Cheshire > North West / Wales > Other)
- Products sold (we are looking for a blend of unique and quality items)

Traders are required to pay the stall fees on time and provide all relevant documentation; [bookings are not confirmed](#) until the payment has been received in full [and](#) all documentation is received. If payment and/or documentation are not received, then we reserve the right to forfeit your stall and it may be re-allocated to another trader from our reserves list.

## RISK ASSESSMENTS & INSURANCE

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We require [all](#) traders to submit to us a risk assessment and a copy of their Public Liability insurance. The risk assessment must detail how traders will assess and avoid any risk to themselves, other traders, staff and the public at the event; this may include trips, slips, falling stock, cash safety, risk from tools (e.g. box cutters, scissors etc.), adverse weather and any other risks as identified.

**We are asking that traders still include Coronavirus information on your risk assessments.** Despite the planned easing of restrictions, we are unsure of what situation we will be in later in the year and as such we would ask that all traders still include Coronavirus information on your risk assessments so that if any measures are required we can see how traders plan to keep themselves and customers safe.

We also require a copy of each trader's Public Liability Insurance. If the insurance expires ahead of the event, traders will be required to ensure this has been renewed and that a copy has been provided to us ahead of the event. Traders whose insurance has expired who have not provided a copy of their renewed insurance will be reminded until this is received; if following multiple chasers traders have neglected to provide a copy of the renewed insurance then we reserve the right to forfeit your stall and re-allocate to another trader on our reserves list.

## AT THE EVENT

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If you are awarded a stall to trade at the event:

- Traders are required to trade for the full duration of the event. We actively discourage early departure from the event where possible as empty spaces are unattractive to visitors and can affect the trade of neighbouring stalls. We would ask all traders to prepare enough stock to be present for the full trading hours of the event.
- Traders must be respectful of their neighbouring stallholders during the event. We would ask all traders to limit the number of people on your stall at any time to [TWO people](#) to allow adequate space for yourselves and traders around you to move without obstruction.
- Banners and promotional signage are permitted within the dimensions of your stall space [only](#); if any signage encroaches onto another stallholder's space you will be asked to move this signage. We would ask that all traders ensure that banners and signs are properly secured to prevent any injury to yourselves, other traders or the public.
- **Please note that traders are not permitted to bring animals with them whilst trading at the event.** 'Animals' includes household pets such as dogs, cats, rabbits and any other type of live animal. Exceptions will be made for service animals.

## PAYMENT

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An invoice will be emailed to you following your stall confirmation and this must be paid [within 4 weeks](#) of receipt of invoice to guarantee your booking. Payment by BACs is preferred, however we will also accept a cheque. [Please note that bookings are not confirmed until payment is received](#); if your payment is not received by the deadline, we will issue a reminder with a new deadline of 2 weeks. If payment is not received by the new deadline, we will issue a final reminder and warning requesting payment within one week. If payment is still not received by the final deadline, we reserve the right to forfeit your stall and re-allocate to a trader from our reserves list.

## TERMS AND CONDITIONS

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By completing and submitting the application form you are confirming that you have read, accept and agree to be bound by that the following terms and conditions:

**Event:** Knutsford Food and Drink Festival 2022

**Force Majeure Event:** any event affecting the performance of any provision of this agreement arising from or attributable to acts, events, omissions, or accidents which are beyond the reasonable control of a party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, transport, disruptions, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body.

**Stall Fees:** The sums paid to the Council for the provision of a stall at the Event

**You:** the applicant

**KTC:** Knutsford Town Council

1. Payments for the Stall Fees are due from you within 4 weeks of your stall allocation, until the stall fees due are paid You do not have an entitlement to a stall at the Event.
2. If you need to cancel your stall for any reason and do so before the 13<sup>th</sup> July 2022 then you will be entitled to receive a refund of the full stall fees paid less an administration fee of £5. Any cancellations made after this date will forfeit the full stall fees paid.
3. Neither party shall be liable to the other under this agreement for any loss, damage, cost, expense or other claim for compensation arising as a direct or indirect result or breach or non-performance of this agreement due to a Force Majeure Event.
4. Under no circumstances shall KTC be liable to the You for any of the following, whether in contract, tort (including negligence) or otherwise
  - 4.1 any indirect or consequential losses;
  - 4.2 loss of revenue or anticipated revenue;
  - 4.3 loss of savings or anticipated savings;
  - 4.4 loss of business opportunity;

4.5 loss of profits or anticipated profits; or loss of wasted expenditure

5. If the Event is cancelled for any reason (including, without limitation, by reason of a Force Majeure Event) KTC shall notify You of the cancellation as soon as possible. The parties agree that:
  - 5.1 KTC shall not be in breach of this agreement by virtue of that cancellation or abandonment;
  - 5.2 without prejudice to their rights and liabilities arising before this cancellation the parties shall, in respect of the period following the KTC's notice, thereafter be relieved of their rights and obligations under this agreement in respect of the Event.
  - 5.3 KTC shall offer to You a refund if the reason for cancellation was an insured risk, foreseeable or under the control of KTC, subject to a 25% retention of the stall fees paid to cover administration and other Event costs.
6. Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by email or text message to the details provided on registration.
7. This agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.