



## **TIPP CLASSICAL 2019 TRADER TERMS & CONDITIONS**

**Please note you must confirm on your application form that you have read and understood the following Terms & Conditions for your application to be considered**

### **APPLICATIONS**

Please ensure you have attached all required information before submitted your application.

Please note that the applications will be processed based upon the information that has been supplied in the application form.

Please ensure that all information provided is accurate.

Each field must be completed. Failure to accurately complete any section of the application will cause delays and may render your application null & void.

*Exact measurements of pitch frontage are required. Financial penalties will be incurred should your vehicle transgress these dimensions.*

Prices quoted will be based upon the information that you supply on the application form.

Applications will either be accepted or declined. Once the application has been processed you will be notified of the result.

### **ACCEPTANCE LETTER/CONTRACT**

In an instance where an application has been accepted, you will be sent an Acceptance Letter/Contract and invoice. Please note that this acceptance is contingent upon receipt of payment in full to CWB Productions LTD.

## **PAYMENTS**

Full payment is due immediately upon receipt of your invoice. Your pitch will not be confirmed until full payment has been received and the essential documentation provided to us.

Payments must be by wire transfer only. Please do NOT post cheques.

Bank account details will be provided by the Trader Manager, along with the invoice, to Traders whose application to trade at Tipp Classical 2019 has been accepted.

Any Acceptance Letters/Contracts returned to us without the appropriate fee will not be considered. In such an instance the pitch in question will be reallocated to the next appropriate unit on the waiting list.

Any bank charges incurred are the responsibility of the trader to pay. A receipt or “proof of transfer” for all transfers must be provided to the Trader Manager (info@cwb.ie) via email.

The Trader Manager will issue invoices for pitch fees. Please ensure that you reference your transfer with the last four (4) digits of your invoice number and the trading name. This is to allow the payment to be reconciled with the correct Trader. Failure to do so puts the allocation of the pitch at risk as it will be deemed unpaid.

The following standard services are included in the pitch fee:

1. Fencing between units
2. Shared water supply points
3. Waste water removal. (Please note that it is the Traders responsibility to ensure that all wastewater is placed in the receptacles' provided).
4. Shared bins
5. Shared staff toilets

The provision of power is not included in the pitch fee. Traders will liaise directly with the onsite power contractor in the booking of and paying for their respective power requirements.

If you propose to use more than 200L of water during the event, you must contact the Trader Manager in advance to arrange for a private supply. We reserve the right to charge for additional water use. If you require a direct feed please contact the site-plumbing contractor directly. Contact details are available from the Trader Manager. Traders are only permitted to use water designated for trader use.

Waste Water removal is a big operation at huge expense. It has to be taken off site where it is disposed of with the local Council. It is also hard to gain access to all areas during the public times of the event to empty the tanks. With this in mind could you please only generate what you need to and conserve water where possible.

If you would like to book a pump system to take wastewater from your unit to our collection tank please contact the onsite plumbing contractor. Contact details are available from the Trader Manager.

If a Trader requires any additional services they will negotiate a rate with the appropriate services provider directly. Costs incurred in such an instance will be that of the Trader and will not be included in the pitch fee.

### **CHANGES TO INFORMATION SUPPLIED IN ORIGINAL APPLICATION**

Any changes must be made in writing or they will not be accepted. Notification of changes must be made a minimum of 30 days prior to the event. Additional costs may be incurred and charged to the Trader in question.

### **EVENT INFO / SPECIFICATIONS**

Event information such access route, access times, trading times, accreditation, vehicle movement rules and curfews, EH inspections, etc, will be provided via email to accepted applicants by the Trader Manager approximately 14 days before the event.

### **INSURANCE**

As an essential part of the application process, a copy of your current insurance policy, showing the contact details for your insurance broker and your policy number, must be provided to the Trader Manager. Failure to provide the requested insurance information will automatically render your application null & void.

In order to trade at Tipp Classical 2019 you must have the following cover:

- 1 Minimum Level of Public Liability Cover of EU6.5 million
- 2 Minimum Employers Liability Cover of EU12.5 million
- 3 Appropriate Motor Vehicle insurances as required by law

Your insurance must specify that you are insured to trade outdoors.

### **ENVIRONMENTAL HEALTH**

Local Environmental Health regulations apply and must be adhered to. Food units MUST be registered as food outlets with their local authority. A certificate of registration must be provided as part of the online application process and MUST be available for inspection onsite. The Trader Manager will send Trader details to the Environmental Health Officer in advance. The EHO will carry out inspections onsite.

## **PACKAGING**

- Do not supply plastic straws
- We recommend wooden cutlery as an eco alternative to polystyrene or plastic packaging
- Coffee cup lids should be compostable and offered as an optional item where possible.
- Avoid using single serve sachets for spreads, condiments, sugar, salt, sauces.
- Encourage customers to use reusable bags by having them available for sale

## **RUBBISH/LITTER/RECYCLING**

Traders are expected to adhere to the recycling and waste management policies of the festival. Full details of this policy will be available from the Trader Manager.

It is the responsibility of the Traders to keep a 10m area in front and behind the pitch tidy and clear of rubbish at all times. Please ensure that appropriate waste bins and skips are used and that cardboard is flattened.

It is the responsibility of the Trader to ensure that no rubbish remains when leaving the site. Your area should be 'clear of commercial waste' including all tent pegs, flooring, spillages, water pipes, cables, carpet, rope, paint tins, pallets, etc. Should rubbish be found on the pitch after the Trader has departed a harsh financial penalty will apply per tonne of waste left behind.

Current Irish Food Waste regulations require all producers of food to separate food waste from other forms of waste. Fines may be imposed on traders who do not comply. You will be given your own Brown Bin, for which you will be responsible. Food waste MUST be disposed of in the appropriate bins provided.

Failure to comply may result in closure of your unit without compensation.

## **WASTE OIL**

Waste oil and oil drums, and removal of waste oil and oil drums, is the responsibility of the Traders. Under no circumstance should waste oil be poured onto the ground.

## **SURPLUS FOOD**

Please plan ahead to make sure there is minimal surplus food, take away all perishable items and whatever is non-perishable please make connections with local food banks.

## **WATER SUPPLY POINTS**

Please ensure that taps are not left running, and that they remain on their standpipes at all times. Any traders found removing taps from their standpipes or using the water supply in a way that could lead to contamination will be fined and may be evicted from site. Please use the designated trader water points to reduce the risk of cross contamination.

## **WASTE WATER DISPOSAL**

Wastewater tanks will be provided for the safe disposal and collection of wastewater. It is the responsibility of the Trader to dispose of wastewater in an appropriate manner. The disposal of wastewater by pouring it directly onto the ground is inappropriate and not permitted.

## **SUB-CONTRACTING**

No Traders are allowed to sub-contract any pitches to third parties or other contractors. Access will be given to the accepted Trader for whom the application was made only.

## **PRODUCTS AND PRICES**

Only products specified on the Application Form can be sold. Product menu and prices must be approved by the Trader Manager. We do not allow, under any circumstances, the following to be sold by Traders:

- Any illegal substances including, but not limited to, magic mushrooms
- Any drugs paraphernalia including pipes, bongs, poppers, laughing gas, amyl nitrate products/GBH etc or any "legal" or "herbal highs"/nitrous oxide
- Alcohol of any description, beer bongs or any other items that encourage irresponsible drinking.
- Any cigarettes, tobacco, giant cigarette lighters and/or associated products
- Any unauthorised records, CDs, video, tape or any other format recordings, as well as and including audio and video recorders

- T-shirts or sweatshirts of any description. This includes designer items etc. Any item purporting to be official or unofficial Event merchandise of any description or with regard to any of the artists appearing at the concert or any other artist or event.
- Tattooing, body piercing or “Black Henna”, magnetic jewellery, and plastic suction jewellery.
- Any petrol, gas canisters, barbeques, gazebos, generators, fire works, explosives, liquid glow items, aerosols over 250ml.
- Any item made out of glass, including but not limited to glass bottles, jars and containers
- Any airhorns, megaphones or vuvuzelas
- Any item which may reasonably be used as a potential weapon, is distinctively a weapon, and all knives
- Any unofficial tabards or reflective jackets
- Any hand held candles, flares, sky lanterns, potted candles, fireworks, smoke canisters, laser pens or portable laser equipment
- Non food Traders are not permitted to sell food, snacks, alcoholic drinks or soft drinks of any kind.

## **PRODUCT EXCLUSIVITY**

Please note that exclusivity rights on certain products have been agreed with various sponsors of the festival. The trader manager will be able to confirm which brands have exclusivity rights in the following categories:

- Soft Drinks
- Fruit Juice
- Water
- Energy Drink
- Coffee

In the case of each of the above, no competitor branding can be on any of the units and no competitor products can be stocked or sold.

Additional exclusivity agreements may yet be entered into. A full list of agreements, as they relate to sale of products at the festival, will be available two weeks in advance of the event from the Trader Manager.

All Traders must display price lists in a visible location at their stall. Prices will be monitored throughout the event for compliance to the price list provided in the application.

All Traders must display a sign with their business name and address at their stall.

Any descriptions of goods made by Traders must be accurate.

CWB Production Ltd reserves the right to confiscate any goods of a “sexist, racist or offensive nature” or any product that they deem to be unsafe.

**ANY COMPANY OR PERSON FOUND TO BE IN BREACH OF THESE REGULATIONS WILL HAVE THEIR STOCK CONFISCATED, AND WILL BE EVICTED FROM THE SITE WITHOUT ANY REIMBURSEMENT OF ANY MONIES PAID FOR THE CONCESSION.**

### **ALLERGY LABELLING**

The food information to Consumers Regulations became law on 13 December 2014. It is now a requirement that those selling open or loose food, provide easily visible and clearly legible information to customers if their products contain any of the following allergens:

Cereals containing Gluten eg. wheat, rye, barley, oats, spelt, kamut or their hybridised strains

Crustaceans eg. prawns, crab, lobster, crayfish,

Molluscs eg. clams, mussels, whelks, oysters, squid

Soybeans & products thereof,

Milk, Celery, Mustard, Sesame,

Sulphur dioxide (preservative found in some dried fruits and wine)

Eggs, Fish, Lupin,

Peanuts, other Nuts such as: almonds, pecans, Brazil nuts, pistachio, cashew, macadamia, hazelnuts, walnuts, Queensland nuts

Further information can be obtained from the trader manager.

### **SITING / POSITIONING OF UNITS**

Arrival to site **MUST** be by prior arrangement. Date and time for arrival will be advised with the event info, which will be provided by the Trader Manager approximately two weeks before the event.

All Traders **MUST** check with a Trader Manager representative at the upon arrival to site.

A specific time and date will be provided to each Trader for siting of their unit. These dates and times must be adhered to. Any Trader who does not arrive at the specified time may not be granted entry. In such a circumstance no refund will be provided.

Siting may be delayed due to unforeseen circumstances such as poor weather, etc.

Site positions agreed by the Trader Manager may change due to site changes. Should this happen the Trader Manager will try to accommodate each Trader accordingly.

### **MUSIC SYSTEMS / NOISE**

Any Trader who wants to play music at their stall during the event must obtain written permission via the Trader Manager. No unauthorised sound systems will be allowed onsite. Anyone ignoring this will be asked to cease to trade and will be evicted without compensation.

Please be aware, during build and loadout, that the festival site is located adjacent to a village. Please don't play loud music at your pitch or cause any disturbance to the village residents.

### **PASSES AND ACCREDITATION**

Passes will only be issued on site. All vehicle passes will be for specific vehicles and allow entry through specific gates only. The number of passes issued to each vendor will be agreed with the Trader Manager in advance and cannot be changed within 10 days of the event.

Traders must submit an online Staff Pass Form & Next of Kin Form. Traders must submit the names, address, number, next of kin and next of kin address/number of all staff.

Staff will be required to show ID when collecting accreditation. Further detail will be provided closer to the event. Passes are the responsibility of the Trader; replacement of lost, tampered or stolen wristbands will incur a cost. This cost will be the responsibility of the Trader in question. Trader Manager reserves the right to issue the staff names to An Garda Siochana if required.

All Passes must be worn and clearly visible at all times.

Any Trader found abusing the pass system will be expelled from site and will not be permitted entry to any future CWB events.

### **BUGGY PASSES**



All buggies onsite will require an event pass to authorise their usage. These will need to be requested prior to the event, and will be subject to approval by the trader manager. Any buggies found onsite without a pass displayed will be confiscated. Passes will not be transferable. Terms and conditions will apply and failure to adopt a safe working practice will result in removal of the pass and confiscation of the buggy. You may also be asked to leave site. Buggies only to be operated during Trader Vehicle Movement hours.

## **HEALTH AND SAFETY**

All Traders **MUST** undergo a H&S induction before entering into any work onsite. A high viz jacket must be worn by everyone present on site prior to concert gates opening and again following the event. There will be no exceptions to this.

All Tipp Classical traders must comply with Health, Safety & Food Hygiene Legislation.

Traders must complete a Health & Safety Checklist and Fire Risk Assessment before you are permitted to start trading. These checklists will be available to you from the Trader Manager approximately two weeks before the event, and will be collected onsite prior to opening of the event to the public.

All Trader's staff must be fully trained in emergency and evacuation procedures, fire hazards and the use of fire extinguishers, by a suitably qualified and competent expert. Onsite training sessions will be provided; it is compulsory that all Trader staff attend these training sessions. This must be completed prior to the site opening to the general public and training records must be provided to the Trader Manager to be held onsite.

Please ensure that you bring with you a supply of ear plugs and that you build rotas into your planning to ensure that your staffs exposure is limited to noise sources. Many of the trading locations at the event are within high noise areas. It is your responsibility to ensure that you have an adequate supply of appropriate hearing protection for you and your staff.

Please also ensure that your unit has a suitable first aid kit.

No animals are allowed onsite – including pets.

## **TOBACCO CONTROL**

Smoking including electronic cigarettes is not permitted within any enclosed public or working spaces, including inside trading vehicles. Traders are required to display no smoking signage in all enclosed public or non-public working areas.

## **ELECTRICAL INSTALLATIONS**

As a condition of contract between a Trader and CWB Productions Ltd, electrical power will be supplied and managed by the on-site electrical contractors appointed by CWB Productions Ltd.

Traders will liaise directly with the power contractor appointed by CWB Productions Ltd on their respective power requirements. Payment for power will be made directly by the Trader to the power contractor.

Please note that personal generators are NOT allowed onsite. 13amp plugs are NOT allowed. Adaptors and plugboards should be avoided as they may not satisfy the Fire Officer who will be inspecting your setup. Traders MUST bring their own cables to connect to the power source. (The socket that you will be provided with will not be any more than 25m from your pitch).

It is your responsibility to ensure that your equipment is appropriately tested and safe for use. Each unit MUST be in possession of an Electrical Safety Certificate for the electrical installation in their unit. Each Trader must supply PAT certificates for ANY electrical equipment over a year old to the Trader Manager in advance of the event.

Traders who use tents, etc, without a fixed installation must provide proof of successful PAT testing.

Each Trader must ensure that:

- Beyond the terminal socket provided by the onsite electrical contractor, it is the Traders responsibility that cables and sockets are appropriately rated for their intended use;
- no domestic fittings are allowed
- cables do not create a trip hazard;

The outlet provided by the electrical contractor will be protected by a suitable RCD - this will be set appropriately to ensure end sockets are protected by a 30mA/0ms RCD setting.

The Trader Manager will provide details for the electrical provider in advance of the event.

CHARITIES: Contact the Trader Manager for email address.

## **LPG**

Liquefied petroleum gas (LPG) presents a significant fire and explosion risk. To limit the amount of LPG brought onto site CWB Productions Ltd will give accreditation to an authorised LPG supplier to supply all food Traders, as well as a secure storage area in a non-public area for LPG containers.

Each Trader using LPG MUST contact the site gas contractor to ensure that your equipment is up to the correct standards BEFORE ARRIVING ONSITE. Payment for your site certification must also be made directly with the site gas contractor. Contact details are available from the Trader Manager.

Due to the fire and explosion risks it is necessary to ensure that:

1. all concessions using gas will have independent certification from a registered gas specialist. Certificates will be inspected onsite;
2. all Traders and Traders staff using LPG can demonstrate a basic understanding of its safe use, its characteristics and emergency procedures;
3. storage of LPG at each unit does not exceed that which is required for a 24-hour period or a maximum of 200kg (whichever is the lesser);
4. all LPG is handled and stored in accordance with the current standards and codes of practice (UK Health & Safety Executive Standards for LPG in Mobile Catering Units & UK LPGAS Association Standards (Part 3: Use of LPG in Mobile Catering Vehicles and Part 4: Use of LPG for Catering and Outdoor Functions)); and also certified to IS820.
5. all supplies of LPG are secure from interference by members of the public;
6. all banks of gas cylinders will be protected by steel cages which will be readily accessible to allow the staff immediately disconnect gas cylinders and move all cylinders to a safe location well away from the units in the event of fire in the unit in question or an adjacent unit

By signing these Terms & Conditions you are indicating your understanding of your responsibilities set out above relating to the safe management of LPG at Tipp Classical and are agreeing to comply with the rules as they are advised.

It is the responsibility of the Traders to contact the gas supplier to ensure their compliance.

## **FIRE-FIGHTING AND FIRE-FIGHTING EQUIPMENT**

Fire is a serious risk at festival events and you must take all steps to ensure that your equipment is safe to be brought on site. In particular, décor items and fabrics should be flame proofed (surface spread or flame certification to be provided), electrical equipment should be appropriately tested and you should provide appropriate extinguishers.

Should you fail to provide adequate fire suppression equipment, the extinguisher supplier may be able provide it at a cost to you, or the fire department may require that you remove your concession from the site.

It is the Traders responsibility to ensure that no combustible material is allowed to accumulate next to any catering outlets.

Appropriate, fully operational, tested and in-date fire fighting equipment should be available in each concession unit. The spec of equipment required for a given unit will be identified during the risk assessment of that unit. The equipment must conform to the relevant standard for Ireland.

Fire fighting equipment can be rented from the onsite fire fighting equipment provider. Contact details for this provider, along with a list of costs associated with said rental, will be available from the Trader Manager in advance of the event. All catering units will be inspected onsite to ensure that they have the necessary fire fighting equipment available for use. Basic onsite fire safety training will be available for concession staff.

Any unit which uses deep fat frying should have a 1 x 6 litre wet chemical (Class F) extinguisher included in its fire fighting equipment provision. In lieu of a Class F extinguisher a dry powder extinguisher may be used.

The following are some examples of suitable equipment levels:

- Non cooking: 1 ´ 2kg CO2 fire extinguisher and 1 x 6L Foam extinguisher
- Cooking: 1 ´ 2kg CO2 fire extinguisher and 1 x 6L Foam extinguisher and a 1.2m2 light duty fire blanket  
if using a deep-fat fryer,
- 1 x 6L Wet Chemical (Code F) and 1 ´ 2kg CO2 fire extinguisher and a 1.8m2 heavy-duty fire blanket OR 1 ´ 2kg ABC Dry Powder Fire Extinguisher and 1 ´ 2kg CO2 fire extinguisher and a 1.8m2 heavy-duty fire blanket.

Fire certificates and structural certificates MUST be supplied to the Trader Manager for ALL marquees prior to opening.

## **TRADER CAMPING**

PLEASE NOTE THAT THERE IS ABSOLUTELY NO CAMPING BEHIND OR AROUND CONCESSION UNITS. THIS IS FOR YOUR OWN SAFETY. ANY TRADER CAUGHT CAMPING BEHIND THEIR UNIT WILL BE SHUT DOWN.

There will be a designated trader campsite onsite for you and your staff to use. Camping in the public campsites is not permitted. Tents erected in the public campsite prior to opening on the Friday and after the campsites close at 1pm on the Monday will be removed, and disposed of accordingly.

## **VEHICLE MOVEMENTS/CURFEWS**

Motorcycles and quad bikes are NOT allowed onsite.

No petrol vehicles are allowed onsite.

The speed limit for vehicles moving around the site is 8KM/H at all times. All traders must adhere to this at all times - pre, during and post event.

Driving on the grass is strictly prohibited unless with the express permission of the Trader Manager or associated crew.

All permanent and temporary roadways shall be kept clear at all times for emergency service vehicles. Along the emergency routes and access routes hard-standing lay-bys have been provided for site service vehicles adjacent to toilet blocks and any other areas where 12 site service vehicles may need to stop. Trader vehicles are not permitted to park on or block these roadways and laybys. Vehicles found in these locations will be towed at the traders expense, and evicted from site.

Vehicles brought onsite are at owners risk and must be suitably insured.

Strict vehicle curfews will be in place onsite. The curfew times will be advised by the Trader Manager, along with other event information, approximately two weeks pre event.

If a Trader requires a stock/supply vehicle to be positioned behind a unit, this must be requested with the Trader Manager and written approval from the Trader Manager is required. All onsite vehicles must have the relevant pass completed and displayed on the windscreen. Any vehicle without the relevant pass or left in an inappropriate area will be towed at the Traders expense.

There is no vehicle movement inside the arena whilst the public are onsite. All other vehicle movement outside the arena is extremely limited and is by permission from the Event Controller/Deputy via the Trader Manager.

Failure to adhere to the site regulations on driving will result in eviction from site without compensation or refund.

## **SECURITY**

The site security team is responsible for securing the site and not for the security of individual units. The security of your equipment is your responsibility and you should consider how it will be stored and managed on site. Should you wish to obtain security specifically for your unit for any particular time, you may do so by contacting the Trader Manager. Standard rates will apply.

## **CO-OPERATION WITH MANAGEMENT**

Traders are required to co-operate fully with the Site Management, Security, An Garda Síochána, Environmental Health Officers, Fire Officers, Emergency Services, Revenue, Site Safety Officer, etc.

CWB Productions Ltd reserves the right to search vehicles and personnel when entering or leaving the site. Anyone not complying with this will be removed from site. Searches will be conducted by licensed security.

Traders are obliged to report any accidents, injuries and or incidences involving staff or general public that occur on or in the vicinity of Trader's pitch. Reports must be made to the Trader Manager immediately.

## **CHILDREN AT WORK**

Please be advised that it is not appropriate to bring children to the event site during the construction and dismantling phases.

Tipp Classical is an over 18s event however children aged 12 or under are permitted free of charge with a weekend ticket holding adult over 18, this is limited to two children per adult. 13-17 year olds are not permitted to attend even when accompanied by an adult.

## **TRADE TERMS**

No company or person will be allowed to trade on the site without prior arrangement with CWB Productions Ltd.

No refunds will be given to Traders in the event of adverse weather conditions, changes in performance programs or re-siting of acts to different stages within the event.

The Trader Manager and CWB Productions Ltd cannot be held responsible for the level of trading during the festival.

Any damage caused by Traders to any area of the site or equipment, the Trader will cover all costs associated with rectifying the damage.

CWB Productions Ltd may terminate this agreement immediately by giving notice to the Trader on the occurrence of any one or more of the following:

1. The Trader fails to commence operation.
2. The Trader sells or offers for sale any unauthorised products.
3. There is a failure or refusal by the Trader to submit any documentation required as per this agreement.
4. There is a failure or refusal to pay any amount owed by the Trader.
5. The Trader's business is operated in a manner that represents a health or safety hazard to its customers, employees or the public and the concessionaire fails to take reasonable steps to correct such manner of operation after notice from the Trader Manager or Site Management personnel.

CWB Productions Ltd reserves the right to alter the Terms & Conditions. Any alteration to the Terms & Conditions above will be notified in writing by the Trader Manager.

#### **FORCE MAJEURE**

Except for the payment of money, neither CWB Productions Ltd (and associated companies) nor the Traders shall be liable to the other for any loss caused by the failure to observe and perform the terms and Conditions of this Agreement on its part to be observed and performed, including the failure to supply or provide any service or goods where such failure is occasioned by any cause beyond the reasonable control of the party in breach including without limiting the generality of the foregoing war, insurrection, fire, floods, strikes, lockouts, restrictions or prohibitions or any other action by any government or semi-government authorities or embargos established thereby.

I have read all of the above CWB Productions Ltd Terms and Conditions and fully understand and fully agree to abide by the trading terms of CWB Productions Ltd. I also understand that there will be further terms and conditions attached to the Contract.

**You are confirming that you have read and understood the above by ticking 'yes' on your application form.**

**If you have any questions or queries relating to the above please mail [info@tippclassical.com](mailto:info@tippclassical.com)**