



Terms & Conditions for Stalls at Edinburgh Mela

Trading hours (subject to change). 12.00pm to 6.00 pm on Saturday 2nd & Sunday 3rd September 2017.

Successful applicants are granted license to trade at Edinburgh Mela 2017 under the following terms and conditions. Any violation of these terms and conditions will render this license null and void, and in that event, Edinburgh Mela reserves the right to remove the trader and any of their possessions from the festival site without compensation or refund of any trading fees or deposit.

Official organisations. Traders are required to co-operate fully with Site Management, Security, Emergency Services, Police and all official organisations such as Environmental Health, Health & Safety Exec, Trading Standards, HMRC.

Payments. Traders must pay all fees in advance and no later than 31st August 2017. The Edinburgh Mela reserves the right to reallocate trade space until payment in full and all required documentation has been received and accepted.

Damage Deposit. A £150 deposit is payable on application and will be returned to you in full if your pitch is left in good condition and any equipment provided by us is returned in the condition it was issued to you.

Damage. Any trader found to have caused damage, accidental or otherwise, to the ground, site, fittings, equipment or property of Edinburgh Mela, or any of Edinburgh Mela's contractors will lose their deposit and may be billed for the additional cost of repairs.

Acceptance of Applications. If you are successful in your application you will be sent confirmation along with an invoice for payment. Upon receipt of payment this application form will become part of your trading agreement.

Non-acceptance of Application. Should your application be unsuccessful you will be informed and any monies paid will be refunded.

Cancellation/Non-attendance. If cancellation occurs before 11th August, a 50% forfeit of booking fee will be retained by Edinburgh Mela. If cancellation occurs after 11th August, the total cost will be forfeited. No fees will be refunded in the event of non-attendance by the stall holder.

Allocation of stall sites will be at the sole discretion of The Edinburgh Mela and we reserve the right to reallocate stalls if essential for operational reasons.

Behaviour on Site. Any stall holder, or their employees, using intimidating behaviour towards the public, authorities or to Mela staff will be dismissed from the site. The Edinburgh Mela reserves the right to refuse admission to the site to any person or organisation whom in their opinion would be prejudicial to the good running of the Mela.

Stall size. All stall plots will be marked out clearly on the ground and stallholders must not take up more space than they have been allocated. In particular, it is essential that ALL stall holder equipment including



but not limited to clothing racks, furniture, baskets, boxes etc must not extend beyond the frontage line, any items found outwith the stallholders boundaries will be removed. The market stalls frontage must be in line throughout the entire market, this will be enforced.

Menus and prices must be displayed at all times. Stallholders may not trade in any lines or items not agreed in the booking confirmation.

In line with **new legislation** introduced in December 2014, all stalls serving food and drinks must display details of all foods containing ingredients prone to cause allergies must be displayed at the stall. Please refer to APPENDIX for full details of Food Standards Agency Food Allergen Information and rules.

It is advisable, although not mandatory, to display Halal meat being used where appropriate.

Trading Name of your stall must be displayed at all times. Requirements of Sections 1200-1208 of the Companies Act 2006 must be complied with. For guidance see - www.companieshouse.gov.uk/about/gbhtml/gp1.shtml#ch10

Sub-letting stalls or part of stalls is not allowed. Any stallholder found to be subletting will be removed from site and pitch fee retained by Edinburgh Mela.

Auctions. The sale of goods by any kind of auction is prohibited.

Flags. The selling of any type of flags is not permitted.

Trading Standards may carry out inspections. Please ensure that all goods are priced and that all relevant legislative requirements are complied with, including those in relation to fibre content labelling, hallmarking, safety and weights & measures. It is also advised although not legally required to clearly display whether food sold is Halal. Any trader requiring further information on compliance with any legislation should approach their local Trading Standards Service for further advice.

Items not permitted on site. Glass, generators, open fires, lasers, fireworks and weapons or potential weapons are not permitted on site for safety reasons and will be confiscated. Traders must co-operate fully with Festival Security in any search of vehicles or stalls.

Sound systems or any other equipment playing amplified sound are not permitted on food stalls and will be confiscated by Festival Security and return to trader during check out from site.

Power. Food stalls are provided with 2x13amp sockets providing 6Kw max. Traders must notify of ALL additional power requirements in advance. Failure to do so may result in you not having enough power. Traders who pull more power than ordered and cause the circuit to go down will be immediately disconnected. Site staff will check all appliances and any exceeding wattage limits will not be permitted to operate. Any additional requirements on site cannot be guaranteed and will be recharged to traders at cost price + £10 late fee.

Electrical Equipment. All traders are responsible for the condition and safety of their electrics. All electrical equipment must have PAT certification and copies of certification must be sent with your application and



made available for inspection at your stall. Any equipment not reaching safety standards will not be permitted to operate. If the electrician is available to PAT test equipment on site this will carry an additional charge.

Gas Appliances must hold a gas safety certificate issued by a Gas Safe registered contractor qualified to inspect Commercial LPG installations. Copies must be submitted with your application and applications will not be confirmed until all documentation has been received. A gas inspector will be on-site over the Mela weekend to check your appliances and certificates before you are allowed to begin trading. Appliances without certification can be certified on-site at an additional cost. Sub-standard equipment cannot be operated. For more information regarding gas safety certification please visit www.gassaferegister.co.uk

Fire Safety. Fire extinguishers of adequate type and quality must be available on your stall. A fire blanket must also be available in food stalls. All materials used in construction and decoration of stalls must be of non-flammable material. You are required to have conducted a fire risk assessment.

Ballast. Stallholders bringing their own structures are required to ensure their stall is adequately secured using suitable ballast. Unsuitable, unstable or unsafe structures will be required to be removed.

Recycling. Traders must use the recycling facilities provided.

Disposables. No polystyrene or plastics will be allowed on site. All traders must use biodegradable eco-friendly cutlery/serving containers. This applies to all serving plates, trays, containers, cutlery, stirrers, hot and cold cups. Traders will not be permitted to trade if they do not meet these criteria.

Waste Water must be disposed of in the containers provided. It is NOT acceptable to empty waste water onto the ground and the digging of sumps is banned. Inappropriate waste water disposal will result in loss of deposit and you may not be invited to trade at future Mela.

Waste Oil Disposal is the responsibility of the individual trader and must be removed from the Edinburgh Mela site. It is NOT acceptable to empty oil onto the ground and any trader found doing so will be ejected from the site immediately without refund and will be banned from trading at all future Melas.

Water Supply. You will have access to a suitable water supply. Please ensure taps are not left running.

Litter. Traders are responsible for keeping both the area in front of their stalls and the area to the rear tidy and free of rubbish. Traders must leave their site as they found it. Traders leaving any rubbish, equipment or structures will lose their deposit and may not be invited to trade at future festivals.

Setting Up. Food stallholders will be permitted on-site to set up from 12pm Friday 1st September. All stalls must be set up, signed off and ready to begin trading by 11.30am on Saturday 2nd September.

Wristbands. Stallholders are responsible for ensuring that they and their staff wear the required wristbands for the duration of the festival. The Festival cannot accept any responsibility if traders do not adhere to the ticketing system, or lose wristbands. Trading staff without wristbands will not be admitted to the festival.



Vehicle Access. Delivery vehicles are permitted on-site from 7am-11.30am & 7.30pm-9.30pm on Saturday; and from 9am-11.30am & 7.30pm-9.30pm on Sunday. All vehicles without on-site parking passes must be removed from the site by 11.30am. The site will fully close at midnight. Delivery vehicles will not be permitted on-site during operational hours and not before the all clear is given from Festival Control. All vehicles are brought on site at their owners' risk. Vehicle passes must be displayed at all times and are non-transferable.

Driving On-site. No vehicles are permitted to move on-site between 11.30am-9.30pm on Saturday and Sunday. Vehicles will only be allowed on-site once clearance has been received from Festival Control that the site is clear of patrons. When driving on-site, the speed must be kept to 5 mph.

Parking. Food stallholders are permitted to park one vehicle (either storage or refrigerated) on-site during the festival, provided this has been requested in advance, No storage will be negotiated on site. Free parking is available close by on side streets for all other vehicles.

Staying Overnight. Traders are not permitted to sleep/stay on-site overnight and the site will close to all traders at midnight.

Break down. The site must be vacated by midnight on Sunday 3rd September 2017.

Furniture. Failure to return tables, chairs and any other resources provided by The Edinburgh Mela will result in your deposit being retained and you may be billed for the cost of replacement.

Insurance. All traders must hold Public Liability insurance. It is also advised that traders be fully insured for any possible loss that may occur whilst they and/or their equipment and/or staff members are on site.

Food Handling and Health & Safety Regulations and all legalities relating to mobile catering units must be conformed to. Catering units must be kept in a good state of cleanliness at all times. Environmental Health Officers will be onsite to check stalls and equipment before allowing traders to operate. If you do not reach the required standards or provide all relevant Health and Safety documentation and are not given permission to operate your site rent will not be refunded and you may lose your deposit.

Food handlers should be formally trained in Food Hygiene to REHIS Elementary level or equivalent. If food handlers have not received formal training they must be supervised at all times by someone who has.

Food Preparation. All food dishes must be prepared in accordance with current guidelines. Food must be prepared off-site, wherever possible. Meat should be brought to site pre-prepared and ready to cook. Re-heating of food in Scotland must be done to at least 82 degrees centigrade

All stalls/vans that handle open foods and/or provide hot food (even if that food is for sampling only) must have the following facilities: -

1. Facilities for cleaning equipment including a potable supply of hot and cold water. All equipment coming onto the site should be cleaned before arrival.
2. Facilities for hand washing which must be provided with a supply of hot and cold water and which are separate from facilities for cleaning equipment.



3. Soap and hand towels, or paper towels, for washing and drying hands.
4. Surfaces must be in good condition and be easy to clean/disinfect
5. Cleaning chemicals i.e. a surface sanitiser/disinfectant.
6. Facilities must be provided for keeping foods cool. Fridges or other coolers should keep food at 5oC or below. Freezers at least -18o C.
7. A temperature probe and antibacterial probe wipes for monitoring hot and cold food and equipment temperatures. The temperatures are to be recorded in a suitable manner.
8. All hot foods on display for sale must be kept at 63o C or above.
9. All Re-heated food must be heated to 82o C or above.
10. Means to dispose of waste water and food waste and other rubbish.
11. An Impervious floor covering should be provided in all food handling units. Keep food off the ground. Keep food covered to prevent the food being contaminated.
12. A first aid box with waterproof plasters.
13. "No Smoking" signage must be displayed.

Limitation of Liability. The Edinburgh Mela Ltd will not be responsible for any losses as a result of the following:

1. Infringements by stallholders of any patent rights, design, trademark or other protected rights of third parties
2. Damage to any property whatsoever (including stock) or death or injury of any person arising from any action or omission by stallholders and their employees
3. Breakdown of machinery or failure of any public utility
4. Theft
5. Failure of stallholders to comply with appropriate legal requirements
6. Actions by the general public, local authority, emergency services or similar authority
7. Adverse weather conditions or Act of God
8. Changes to festival opening hours due to health & safety concerns

Extra terms and conditions may be attached to this event dependant on decisions made by the organisers or local authorities. You will be notified of any changes.

Thank you for taking the time to read all of the information above. The Edinburgh Mela is committed to providing a festive, safe and friendly environment for everyone – stallholders, artists, public and staff. We thank you for your cooperation.

Please keep these terms & conditions for your own reference and sign the application form to confirm you have read and understood them, and agree to be bound by them. Any stallholders found to be in breach of contract will be required to cease trading.



APPENDIX 1 – CHANGES TO FOOD ALLERGEN INFORMATION RULES



Changes to food allergen information rules

Food allergens can be life threatening and the only way people can manage a food allergy is to avoid the foods that make them ill. An oversight on your part – such as serving someone a food they are allergic to – can damage the reputation of your business as well as cause serious harm to your customer. Food allergens cannot be removed by cooking. That is why it's essential to practise good kitchen hygiene, as well as careful separation, storage and labelling of ingredients when preparing food.

From 13 December 2014, all food businesses will need to provide information about the allergenic ingredients used in food sold or provided by them. The EU Food Information for Consumers Regulation (No.1169/2011) outlines the new requirements for businesses which are providing food sold prepacked and non-prepacked (loose) such as food sold in a restaurant or takeaway. There are 14 major allergens which need to be declared:

- **Cereals containing gluten** namely wheat (such as spelt and Khorasan wheat), barley, rye and oats
- **Crustaceans** like prawns, crabs, lobster and crayfish etc.
- **Eggs**
- **Fish**
- **Peanuts**
- **Soybeans**
- **Milk**
- **Nuts** namely almonds, hazelnuts, walnuts, pecan nuts, Brazil nuts, pistachio, cashew, Macadamia or Queensland nut.
- **Celery**
- **Mustard**
- **Sesame**
- **Sulphur dioxide or sulphites** (where added and is >10mg/kg in the finished product. Often found in dried fruit and wine)
- **Lupin**
- **Molluscs** like clams, scallops, squid, mussels, oysters and snails etc.



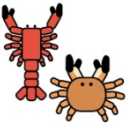

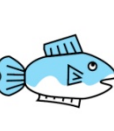
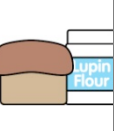








More information:

- Advisory leaflet on non-prepacked food: <http://multimedia.food.gov.uk/multimedia/pdfs/publication/loosefoodsleaflet.pdf>
- Allergy e-learning training: <http://allergytraining.food.gov.uk/>
- Guidance for businesses: www.food.gov.uk/news-updates/news/2014/jul/sme-allergen-guidance
- Find your local food safety officer: www.food.gov.uk/enforcement/

For more templates and information please visit www.food.gov.uk/allergy



DISHES AND THEIR ALLERGEN CONTENT – Please use this example as a guide to complete your documentation.

DISHES														
	Celery	Cereals containing gluten	Crustaceans	Eggs	Fish	Lupin	Milk	Mollusc	Mustard	Nuts	Peanuts	Sesame seeds	Soya	Sulphur Dioxide

Review date:

Reviewed by:



You can find this template, including more information at www.food.gov.uk/allergy