



TRADER AGREEMENT

MEMORANDUM OF AGREEMENT

This agreement, including the attached Schedule 1 (*general terms and conditions*) and Schedule 2 (trader terms and conditions), (together, this “**Agreement**”) is made between, Galway Arts Festival Company Limited by Guarantee (“**GIAF**”) and [Company Trader Name] [a company incorporated in Ireland with registered number ●] having its registered office at [Trader Address/Registered Office] or [Sole Trader name] of [sole trader address] (the “**Trader**”).

I. BACKGROUND: The Trader has applied to operate a [food concession unit] at [location] during the Festival, and GIAF agrees to provide the Trader with access to the Festival for the purpose in accordance with the terms and conditions of this Agreement.

II. PRECEDENCE OF DOCUMENTS

Each of the documents forming part of this Agreement, as listed in this Memorandum, is an essential part of this Agreement and a requirement occurring in one is as binding as though occurring in all. These documents shall be construed as mutually explanatory of one another. In the event of any conflict or inconsistency between the documents, interpretation shall be made by referring to these documents in the following order of precedence:

- Memorandum of Agreement; and
- General Terms & Conditions (Schedule 1); and
- Trader Terms and Conditions (Schedule 2).

III. EXECUTION

This Agreement is executed by the parties, and each person executing the Agreement represents to the party other than that which he or she represents, that he or she has the authority to sign on behalf of the party which he or she purports to bind.

SIGNED for and on behalf of Galway Arts Festival Company Limited by Guarantee by an authorised officer	SIGNED for and on behalf of [Trader Name] By an authorised officer
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE 1 -TERMS AND CONDITIONS

1. COMMENCEMENT

1.1 Commencement: GIAF grants to Trader solely for the Event Dates the non-exclusive right to enter the Festival and occupy the Trader Space for the Permitted Use, upon the terms and subject to the conditions of this Agreement. Trader accepts and will from time to time accept each Trader Space 'as is'.

1.2 No Sub-grants: Trader shall not, without the prior written consent of GDIF, grant to any person any right to occupy the Trader Space other than as may be required to permit access to the Trader Space by those persons requiring it in order for the Trader to carry on its business in accordance with the Permitted Use.

1.3 Utilities: Trader shall promptly pay all charges levied for the supply and/or consumption of Utilities at the Trader Space for the purposes of this Agreement (to the extent that they are separately metered). To the extent that any one or more of the Trader Space are not separately metered in respect of Utilities Trader hereby agrees and acknowledges that it shall be responsible for the payment in respect of same and shall promptly pay all reasonable sums due and owing in this regard as notified by GIAF to Trader from time to time.¹

2. FEE

2.1 Payments: In consideration of the grant by to Trader of the right to occupy the Trader Space for the purpose of the Permitted Use, the Trader shall the Trader Fee to GIAF in the manner outlined in the following provisions of this Clause 2.

2.2 The Trader Shall pay:

██████ 50% of the Trader Fee to GIAF by 25 June 2025; and

██████ The remaining 50% of the Trader Fee to GIAF by 09 July 2025.

2.3 Each amount stated to be payable by the Trader under this Agreement:

██████ shall be paid in euro;

██████ shall be paid at the option of GIAF by cheque, bank draft or electronic funds transfer to such bank account of GIAF as it may specify in writing to Trader from time to time, or in such other manner as GIAF may from time to time stipulate;²

██████ is exclusive of VAT and where applicable VAT shall be paid by Trader;

██████ is nonrefundable;

██████ shall be paid without set-off or counterclaim, and free and clear of and without deduction or withholding of any kind.

2.4 In the event of non-provision in whole or in part of the Trader Fee due from Trader to GIAF under this Agreement within 7 days of the due date, GIAF shall be entitled, by giving written notice to that effect to Trader, to reallocate the Trader Space. The rights of GIAF under this clause 3.5 are in addition to and without prejudice to all other rights of GIAF under this Agreement and otherwise.

3. PERMITTED USE

3.1 Supply: During the Event Dates, Trader shall carry out the Permitted Use³ at the Trader Space in the manner, and at the times and places, contemplated by the terms of this Agreement.

3.2 Specified Offerings: Trader shall make available and shall during the course of carrying out the Permitted Use at the Trader Space only supply such specified offerings as have been agreed by the Parties in advance (acting reasonably) from time to time in the manner, at the times and places, consistent with the provisions of this Agreement.

3.3 Meet Demand: Trader shall meet demand for the Permitted Use at the Trader Space.

3.4 Act as Principal: In carrying on the Permitted Use, Trader shall act exclusively on its own account and never as agent of GIAF. Trader shall not pledge the credit of GIAF or otherwise do or omit to do anything which would or might suggest or indicate that Trader was acting as agent or otherwise on behalf of GIAF.

3.5 Reasonable Skill & Care: Trader shall take all reasonable care and shall exercise all reasonable skill in carrying on the Permitted Use at the Trader Space

3.6 Comply with Laws:: Trader shall comply with all applicable laws in carrying on the Permitted Use. Without prejudice to the foregoing, in carrying on the Permitted Use, Trader shall comply with all laws and regulations relating to or connected with: (a) food safety to include, but not limited to, the requirements of the Food Safety Authority of Ireland; (b) the development of a Hazard Analysis and Critical Control Point ("HACCP") system; (c) standards of hygiene as laid down by the Health Service Executive from time to time; and (c) health and safety in the work place.

3.7 Best Business Practice: At all times during the Term, Trader shall use its best endeavours to carry on its business in the provision of the Permitted Use in an efficient and businesslike manner and in compliance with the then-current best practices in Irish business for professional service providers acting under similar circumstances.

3.8 Trader shall ensure that it has engaged adequate staff (the "Personnel") for the purpose of carrying on the Permitted Use at the Trader Space. Trader shall procure that such Personnel are: (a) appropriately, cleanly and neatly attired while engaged in connection with the provision of the Catering Facilities; and (b) clearly identified as the personnel of Trader (or of their respective employers). Upon being requested to do so by GIAF, Trader shall remove from the Trader Space and/or the Festival any member of the personnel of the Trader who, in the opinion of GIAF, is guilty of behaviour which is prejudicial to GIAF's affairs or interests.

3.9 Trader shall attend at such meetings with GIAF as GIAF may reasonably request on reasonable notice from time to time for the purpose of reviewing and assessing the carrying out of the Permitted Use and discussing any matters raised by GIAF and/or customers in connection with the Permitted Use or the Trader Space.

4. OFFERINGS

4.1 [GIAF may enter sponsorship agreements or other agreements with third parties in relation to the exclusive offer, sale and marketing of certain food, beverages or other products at the Festival. Without prejudice to the generality of the foregoing, Trader agrees to comply with the terms of any and all agreements of this nature as notified to Trader from time to time by GIAF during the Term. Trader further agree to purchase all such beverages or other

¹ To be discussed.

² Preferred payment method to be discussed.

³ Are all traders catering/ food? If so, we could make this more specific.

products from GIAF's chosen commercial partners in accordance with the provisions of the agreements between the GIAF and its commercial partners. A summary of the existing arrangements with current commercial partners which will need to be adhered to by Trader in the carrying on of the Permitted Uses are set out in Schedule 3.]⁴

5. VACATION

5.1 Vacate: On the last day of the Event Dates, Trader will promptly vacate each Trader Space and leave the same in a good, clean, wholesome and tidy condition.

5.2 Non-Compliance: To the extent that, on the Expiry Date, Trader has not complied with its obligations regarding the condition of a Trader Space, Trader shall, at GIAF's option: (a) rectify such non-compliance within 1 working day of the notification of such non-compliance by GIAF, and Trader's obligations under this Agreement shall continue in full force and effect until such non-compliance is rectified; (b) vacate the Trader Space in question, and indemnify GIAF (and provide to GIAF's satisfaction cash as security for that indemnity) against the cost of putting the Trader Space in question into the condition required by this Agreement.

6. INDEMNITY

6.1 Trader agrees with GIAF (for GIAF itself and as trustee for its officers, directors, agents, representatives, shareholders and employees) to indemnify and keep indemnified and hold harmless GIAF and its servants and agents, on demand, from and against any and all claims, proceedings, suits, judgments, losses, liabilities, costs, expenses and fees which may directly or indirectly be suffered or incurred by them (regardless of when the same are suffered or incurred whether during the term of this Agreement or after) as a result of, or in connection with (i) the exercise by Trader of the rights, licences and obligations granted herein to include but not limited to, any injury to, or the death of, any person or damage to, or loss of, any property and (ii) any breach by Trader of any of its obligations under this Agreement.

6.2 GIAF shall not be liable to Trader for any indirect or consequential loss, damage, cost or expense of any kind which Trader may suffer or incur, which arises out of, or is connected with, this Agreement or any matter contemplated by it, (including, without limitation, any loss of opportunity, loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings), irrespective of whether Trader's claim for recovery in respect of that loss, damage, cost or expense is (or would but for this provision be) founded in contract, tort (including negligence) or otherwise, and irrespective of whether or not the party has been advised of the potential for the loss in question.

7. LIMITATION OF LIABILITY

7.1 Notwithstanding anything in this Agreement GIAF shall not be liable to Trader upon termination of this Agreement or otherwise for any liability for an amount in the aggregate greater than the total aggregate liability of GIAF in contract, tort (including negligence) or otherwise arising out of or in connection with the performance, purported performance or breach of this Agreement which shall not exceed the aggregate value of the Trader Fee during the Term in accordance with clause 3.

7.2 This clause 8 shall be read and construed and shall have effect subject to any limitation imposed by any applicable law.

8. INSURANCE

8.1 Trader will have in place all insurance policies required to comply with Trader's obligations under this Agreement, as are required to be held under applicable laws and other such policies, at such coverage limits, as a prudent

business conducting similar operations in accordance with standard practice in the industry (the existence of such policies to be promptly notified to GIAF). Trader shall provide prior to execution hereof evidence satisfactory to GIAF or its insurance brokers of satisfactory insurance cover in the form of valid insurance certificates. The foregoing policies shall not be cancelled or modified without giving GIAF notice in advance in writing.

8.2 Specific policies: Without prejudice to the generality of Clause 8.1, Trader shall effect and maintain at all times during the currency of this Agreement and for a period of 12 months following its termination (at its own expense) the following policies of insurance in indemnity amounts satisfactory to GIAF in the following indemnity amounts:

8.3 employer's liability insurance with an indemnity limit of not less than €6 Million Euro for any one loss; and

8.4 general third party public liability insurance against property damage or destruction or loss or loss of use and any death, illness, disease or personal injury, physical or mental, caused by, arising out of or in any way connected with the performance of this Agreement (including product liability insurance) with an indemnity limit of not less than €13.5 Million Euro for any one loss (with an indemnity in favour of Galway International Arts Festival & Galway City Council).

8.5 Trader shall not do or omit to do (and warrants that prior to the date of this Agreement that it has not done or omitted to do) anything to invalidate or in any way adversely affect any such insurance policies.

9. TERMINATION

9.1 GIAF may terminate this agreement with immediate effect by giving notice to the Trader in writing to that effect if:

■ Trader commits a breach of any of its obligations under this Agreement that is (in the reasonable opinion of the terminating party) material and, where such breach is capable of remedy, fails to remedy that breach within 1 day of being requested to do so by the terminating party in writing;

■ any step is taken by the Trader with a view to a composition, assignment or arrangement with any creditors of the Trader or the winding up, liquidation or dissolution of, the Trader; or any liquidator, receiver or examiner is appointed to or in respect of the Trader or any of its assets;

■ Trader undertakes or omits to do anything which in the reasonable opinion of GIAF materially brings GIAF into public disrepute, contempt, scandal or ridicule, offends public opinion or the sensibilities of any substantial class or group or materially prejudices the reputation of or causes material embarrassment to GIAF or which results in material reduction in the benefits for GIAF provided for by this Agreement; or

■ Trader fails to make any payment to GIAF under this Agreement on or prior to the relevant due date; or

■ The Festival or any part thereof is not going to proceed whether due to inability to secure necessary licences, any meteorological event, any act of God or any other reason whatsoever.

9.2 **Accrued Rights:** Termination of this Agreement shall not affect any rights of the parties accrued up to the date of termination.

9.3 **Consequences of Termination:** Upon the termination or expiration of this Agreement for any reason:

■ Trader shall immediately vacate the Trader Space and the Festival;

■ Trader shall, at its own cost, promptly remove all of its stall, equipment and signage and comply with its obligations under Clause 5.1.

10. GENERAL

⁴ For discussion as to whether inclusion of this is necessary based on existing GIAF agreements.

10.1 **Force Majeure:** Neither party shall be liable to the other for any failure or delay in the performance of any of its obligations under this Agreement which is caused by any event or circumstances beyond its reasonable control including, without limitation, any labour disputes between a party and its employees.

10.2 **No Partnership or Agency:** Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent, between Trader and GIAF, and neither Trader nor GIAF shall have any right or authority to act on behalf of the other or to bind the other in any way.

10.3 **Assignment:** Trader may not assign or transfer any right, title or interest in this Agreement without the prior written consent of GIAF.

10.4 **Waiver:** The failure by either party to enforce or to exercise any term of this Agreement does not constitute a waiver of such term and shall in no way affect that party's right to later enforce or exercise it.

10.5 **Law:** This Agreement is governed by, and construed in accordance with, the laws of Ireland. The Irish courts shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such courts.

10.6 **Sole and Entire Agreement:** The express terms of this Agreement constitute the sole and entire agreement between the Trader and GIAF in relation to the Trader Space and supersedes all prior written and oral arrangements, understandings, representations, warranties and agreements between them in that regard (if any). Trader acknowledges that Trader is not relying, and will not seek to rely, on any arrangement, understanding, representation, warranty, agreement, term or condition which is not expressly set out in this Agreement.

10.7 **Amendments:** Any amendment to this Agreement must be in writing and duly signed for and on behalf of each of the parties to this Agreement.

10.8 **Keep Confidential:** Each party agrees that it shall take all reasonable precautions to keep confidential the other party's Confidential Information, and shall not, without the prior written consent of the other, use, disclose, copy or modify the other party's Confidential Information other than as necessary for the exercise of its rights, and performance of its obligations, under this Agreement. For the purpose of this Clause 11.10 "Confidential Information" means, in relation to a party, information (in whatever form communicated or recorded) belonging or relating to that party, its business affairs or activities which is not in the public domain, including but not limited to any information obtained as a result of entering into or performing this Agreement which relates to: (a) the provisions of this Agreement, (b) the negotiations relating to this Agreement, (c) the subject matter of this Agreement, or (d) the other Party or its business or operations.

10.9 **Costs:** Each Party will pay its own costs in connection with or incidental to the preparation, negotiation and execution of this Agreement.

10.10 **Notices:** Notices and other communications under or in connection with this Agreement may be given in writing by hand, by ordinary pre-paid post or by facsimile. Any such notice, if so given, shall be deemed to have been served:

if sent by hand, when delivered;

if sent by post, 1 business day after posting; and

if sent by facsimile, upon production by the sender's facsimile transmission system of a receipt confirming transmission of the communication to the correct facsimile number.

10.11 **Severability:** If the whole or any part of a provision of this Agreement is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity or enforceability of the remainder of the provision in question or any other provision of this Agreement

10.12 **Binding on Successors:** This Agreement and all of its provisions shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and permitted assigns.

10.13 **Survival of Obligations:** The provisions of Clauses 6 (*indemnity*), 7 (*limitation of liability*), 9.3 (*consequences of termination*) and 10 (*general*) and any other provision of this Agreement which is, by implication to come into effect or to continue in effect after termination of this Agreement shall survive the termination this Agreement however it arises, and shall continue to bind the parties or the relevant party (as applicable) without limit in time.

10.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11. INTERPRETATION.

11.1 In this Agreement:

"**Application Form**" means the trader application form completed by the Trader and submitted to GIAF prior to the date of this Agreement;

"**Event Dates**" means the 2025 GIAF festival dates as notified by GIAF to the Trader from time to time (expected to be [●]);

"**Festival**" means the Galway International Arts Festival organised by GIAF taking place at various locations during the Event Dates,

"**Permitted Use**" means for the use outlined in the Trader's Application Form;

"**Trader Fee**" means the amount of [€●];

"**Trader Space**" means the stall, space or location designated by GIAF and communicated to the Trader which may be subject to change or relocation at any time during the Event Dates subject to the requirements of GIAF and health and safety considerations;

"**Utilities**" means electricity, gas, heating, lighting and water;