

# Trader Terms & Conditions

## GIAF 2023

**General Terms and Conditions you have ticked when booking as agreed and understood.**

1. All stallholders, their contractors and employees, while at the Festival, shall be subject to the rules and regulations of GIAF as interpreted by the Organisers to any special conditions given with the application form, and to any other instructions given at the event by its representatives.
2. Your stall/pitch is not guaranteed until payment is received in full. Registration will not be complete until all supporting documents including a copy of your Public Liability Insurance certificate are submitted. Insurance cover must be on the date at the time of the festival.
3. The Organisers reserve the right to turn down a stall application if it is deemed that there are already sufficient stalls of that type or similar, or if we deem that the type of stall is not suitable for the Festival.
4. GIAF reserve the right to refuse any application without necessarily giving the reason for doing so.
5. Payments for stalls/pitches are non-refundable whatever the circumstances.
6. Stallholders/Concessions must have valid public liability insurance which must indemnify Galway International Arts Festival (with a minimum €5m indemnity limit) a copy of which must be supplied with the payment. We maintain the right to recover costs from you in respect of claims brought against the Organisers for which you may be responsible.
7. In agreeing to the terms and conditions, stallholders shall indemnify the Organisers and all event staff from and against actions, costs, losses (including legal fees), claims or demands in respect of any accident, damage, death or injury to any person or property arising directly or indirectly from the stallholder's use of the stall.
8. Stallholders must inform the Organisers if for any reason they are unable to attend.
9. There will be no refund of fees in the event of adverse weather or should the event be cancelled entirely for any reason. Stallholders are advised to consider their own cancellation insurance if required.
10. You must have copies of your EHO registration certs, and Public & Employers Liability insurance certs which cover you to trade outdoors with your on-site at all times as you will need to present them at the gate in order to gain entry and they can be requested at any time by the site team or by the local authority enforcement team. You will be asked to leave the site if you fail to provide a copy of these documents.
11. You will be allocated your location prior to your arrival on site: this cannot be changed. GIAF reserves the right to vary the layout and positioning of the stalls if, in their opinion, such an amendment is in the best interest of the event.

12. We aim to have stalls/caterers of high quality selling original and unusual products which are in keeping with the nature of our event and which will suit the particular market we aim to attract.
13. In the event of any damage to the grass and surrounding area or to any equipment lent to you by GIAF for which you were directly responsible or which is attributable to your stall and/or items sold from it you will reimburse the GIAF or Galway City Council the cost of replacement or repair on demand.
14. The Organiser may reallocate stalls should the stallholder fail to arrive by the appointed time confirmed prior to the event.
15. New toys should bear the CE mark. This is not necessary for second-hand toys or those hand-made by individuals, though these must still meet the legal standards
16. The Organiser reserve the right to film and take photographs of the Festival for promotional purposes only.
17. You are required to bring all items necessary to facilitate the promotion of your products or services. The Organisers will provide no additional materials
18. The Organiser's representatives have the power to order the removal of any article from the ground or to close the stand of any stallholder who does not conform to the regulations of the Organiser or the directions of its officers and, if necessary to expel such stallholder or their representative from the event. In such cases the Organisers will not be liable for loss of trade and no refunds will be made to the said stall holder or their representative.
19. All Caterers are required to provide fire-fighting appliances of a sufficient number, of a type suitable for the possible purpose, and which have been checked annually and fully maintained. Under no circumstances must halon-type extinguishers be used. All persons associated with the stand/exhibit must be aware of the location of fire-fighting appliances, instructions for their use, and the procedure to be followed in the event of a fire.
20. All mobile catering stalls or vehicles in which cooking is carried out on-site shall be equipped with a dry powder extinguisher.
21. The stall holder shall provide a CO2 fire extinguisher(s) near to any generator they are using
22. The stall holder shall provide a CO2 fire extinguisher(s) near to electrical installations
23. All electrical equipment brought to the event and all electrical work must comply with the current IEE regulations and the Electricity at Work Regulations 1989. We strongly recommend that stallholders seek professional advice covering all electrical work and use of all electrical equipment they bring onto the site
24. Trailing cables are not allowed in public
25. Electrical equipment exposed to the weather to be of weather-proof design or alternatively provided with suitable protection against the ingress of water to the satisfaction of the Organisers
26. It is the responsibility of the stallholder to provide a complete and accurate description of the activity to be carried out/goods for sale/display on the application form.
27. No stallholder shall sell any items or display any material considered offensive on grounds of sexism or racism. The decision of the Organiser in these

matters is final and any stand refusing to remove the offensive items will be closed down without refund or right of compensation.

28. The organisers have the right to amend these terms and conditions at their discretion. If a change is made a new set of terms and conditions will be sent to all confirmed stall holders.

### Food Vans and Stalls:

1. The Food Hygiene Regulations require that any unit/area for cooking purposes be surrounded on three sides and have a roof covering to protect food from the risk of contamination. A waterproof flame-retardant material must be used. Any barbecue must also be covered in accordance and guarded
2. The whole structure of the stall/vehicle shall be clean. The structure is to be made of materials which are readily cleansable, and designed and constructed so as to be able to be kept clean, avoiding the risk of contamination. Work surfaces, cooking and storage facilities must be of smooth, durable, readily cleansable material. Vehicle interiors should be fitted for the purpose of food preparation.
3. All equipment must be made of materials, which can be easily cleaned and are not porous
4. All equipment must be cleaned before you start work and cleaned throughout the day.
5. A sink or bowl for washing food and equipment must be provided. Detergent and clean cloths must also be available. The sink must be kept clean and set up for use.
6. A separate hand basin or bowl for hand washing must be available at the stall and supplied with soap, towel and nailbrush. The basin must be kept clean and in working order.
7. Proper containers for cold water should be available at the stall. They must be made of suitable materials and protect the water from contamination. Water will have to be brought from off-site.
8. All stalls/vehicles must have adequate facilities for disposing of rubbish and waste food and for separating unfit food.
9. Persons handling food must keep themselves clean. They must wear clean clothes, clean over-clothing and particular attention should be paid to keeping hands and fingernails especially clean. Hair must be tied back or a hat is worn. They must be trained/supervised to basic food hygiene standard certificates.
10. A first aid box containing bandages and washable plasters must be kept at the stall.
11. The name and address of the company or person carrying on the food
12. Smoking is prohibited on site
13. No responsibility is accepted for any valuables.

### Waste management

14. Reduce, Reuse, Recycle
15. Be responsible for keeping your area rubbish free during the event and ensure that all rubbish is disposed of properly before leaving the site.
16. Traders must take all rubbish generated by their unit away with them and take responsibility for any litter in the area caused by products they have sold.
17. If any rubbish is left you will incur a hefty fine and this behaviour will affect your relationship with the festival.
18. **The waste oil must be taken away at the end of the day.** It is strictly prohibited to empty oil on site and will result in fines

### Insurance

19. You must provide evidence of Public Liability Insurance Cover (not less than €6.5m cover in respect of any one accident) together with a specific Indemnity to Galway City Council and Galway International Arts Festival. (for trading at Festival Garden only)
20. Evidence of Employers Liability ( not less than €13m cover in respect of any one accident)