

SOUTH SUFFOLK AGRICULTURAL ASSOCIATION LTD

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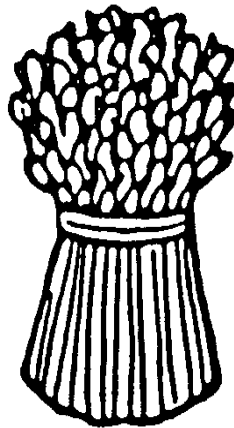
Registered in England No. 3685798

SOUTH SUFFOLK SHOW

Sunday 12th May 2024

Ampton Racecourse, Ingham, Nr. Bury St. Edmunds, Suffolk IP31 1HU

Catering Rights Application Terms and Conditions



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Association Chair: Mr Jim Mann

Show Director: Mr Oliver Stennett

Show President: Station Commander Max Hayward

Now in its 135th year The South Suffolk Show is regarded by many as one of the leading one-day agricultural shows in the eastern region. The 'South Suffolk' takes place at Ampton Point-to-Point Racecourse, Ingham, Suffolk IP31 1HU. Three miles North of Bury St. Edmunds on the A134, this site not only has excellent road links to the towns of Newmarket, Sudbury, Thetford and Bury St Edmunds, but also provides the show with a picturesque 95 acre countryside setting.

Traditionally we have enjoyed crowds in the region of 10 – 15,000 flocking to see the attractions, with this year's grand ring attraction being HOH Equestrian Display Team, performing a stirring display of natural horsemanship, along with the 150 plus trade stands catering for the country lifestyle.

In addition, the show has strong numbers of entries for its various horse and pony classes, and our cattle, sheep and pig classes are extremely well supported. Over the years the show has produced many National Champions, from both the equine and livestock classes.

Throughout the showground we strive to entertain all members of the family with attractions including traditional fairground rides, a vintage farm machinery display, The Sheep Show, a farriery competition for Master and Apprentice Farriers, gundog displays and terrier racing.

As an agricultural show we are looking to promote quality British produce in order to demonstrate the quality and range of 'homegrown' food to our visitors and support local agriculture and its high farm animal welfare standards, and as such not only are we keen to feature 'Farm to Fork' and locally produced products in our public catering areas, but we have also introduced an 'Eat Street' adjacent to the Food Hall specifically for local artisan food producers with smaller catering units selling specialist produce to be consumed at the show, as opposed to the trade stands in the Food Hall which are intended for food items to be consumed off the showground, such as jams and chutneys.

Consequently we are asking for the origin of the main ingredient of your produce and a description of the origin and production of the food / drink to be served, to include if produced locally, and details of saleable items made from ingredients which are 100% sourced from British inputs in order to assess applications for catering rights at the Show.

We therefore invite you to apply for catering rights at the South Suffolk Show in the area(s) that is most appropriate to your product, whether that be in one of the public catering areas at the Main Public Picnic Site, the livestock area, the horse rings or 'Eat Street'. Applications will be assessed on their individual merits and suitability to the catering area, with consideration given to earlier applications in the event of applications for the same food type, to prevent repetition and ensure a mouth-watering selection for our visitors.

Catering Rights Application Terms & Conditions

1. The South Suffolk Agricultural Association Ltd:

The South Suffolk Agricultural Association Ltd: (hereinafter called "SSAA") reserves the following rights:

- a) To allow exhibitors attending the event with a trade stand to engage in the 'sampling' of consumables as may be deemed a reasonable part of showcasing their products for sale.
- b) To specifically exclude from this agreement the catering provided by the SSAA for its members and guests which is served within designated areas on the showground.
- c) To prohibit trade stand holders from selling edible food on the ground, unless they are registered stand holders in the Food Hall or adjacent stands, whilst reserving to itself the right to allow on such terms as it may deem reasonable such sale by way of vegetables, fruit, meat products, ice cream, burgers, fish and similar goods from elsewhere in the ground.
- d) The SSAA shall not be liable in respect of any claim for compensation or for any other claim, in regards to or arising out of, or connected with the holding of the South Suffolk Agricultural Show, or the holding, cancellation or curtailment thereof, for any reason beyond their reasonable control.
- e) The SSAA has the right to terminate this agreement if it deems that the conditions of the catering rights have in anyway been broken. Notification of termination will be given in writing at least one month prior to the ensuing event.

2. The catering rights available for application are:

The sale of hot/cold food/drinks for consumption at the showground at the following defined locations on the show ground;

- a. Main Public Picnic Site
- b. Livestock Area
- c. Horse Rings
- d. 'Eat Street', - designated for artisan food producers with smaller catering units

N.B. No beers or spirits to be sold at any location.

3. Conditions of Application:

- 3.1 The application for the right hereby offered is/are on the basis of the terms and conditions set out herein and once made shall be irrevocable by the caterer until notice is given of its acceptance or otherwise.
- 3.2 The application for catering rights is to be returned with these terms and conditions attached either through the online application process, by email, or by post marked "Application for Catering Rights" to The Show Secretary **by 5.00pm on 31st January 2024.**
- 3.3 The SSAA does not bind itself to accept the highest or any application, and no application will be accepted which is expressed as a sum more than another sum.
- 3.4 The SSAA reserves the right to itself to negotiate with one or more who may or may not have submitted applications for all or any of the rights herein referred to.
- 3.5 The SSAA reserves the right to reject any application, notwithstanding acceptance of any payment, without being required to state any reason for doing so.
- 3.6 All applicants will be notified as to whether their applications have been accepted by email sent on or before **29th February 2024.** The email notifying acceptance to the successful applications shall constitute a contract binding on both parties from the time of sending.
- 3.7 All applications to be submitted with copies of the following;
 - a. A photograph of the catering unit(s).
 - b. A price list of items to be sold.
 - c. Your current food hygiene rating certificate which was awarded after your last food hygiene inspection (and which appears on the [Food Standards Agency's](https://www.food.gov.uk) website).
 - d. Food hygiene training certificates for each person working on the catering unit.
 - e. A complete risk assessment for your unit (a copy of which should be available for inspection on show day).
 - f. Portable appliance test certificates.
 - g. Gas Safe certificates for gas appliances.
 - h. Public and employer's liability insurance, certificate(s) (minimum cover £10 Million).

Applications will not be considered if all documentation requested is not submitted.

4. **Legal Responsibilities:**

It is the responsibility of food retailers to comply with all relevant Health and Safety, Environmental Health, Trading Standards, Trade Description, Customs and Excise Rules, Codes of Practice and Acts of Parliament. **Equipment on display or in use in catering units should conform to all H.S.E. regulations at all times.** Food retailers who do not conform to the legal standards will be asked to discontinue sales or leave the showground.

5. **Liability:**

a) The Applicants shall be responsible for all bodily injury or loss of or damage to any property arising out of or caused by the negligence of the Applicant, its Directors, employees, servants or agents or from the defective nature of any product sold, supplied, repaired, altered, treated or installed.

b) For any bodily injury to the Applicant's Directors, employees, servants or agents the applicant shall arrange insurance cover as required by statute.

c) The Applicants shall indemnify the Committee of the SSAA against all claims, damages and expenses whatsoever in any way arising out of the presence of the Applicant, its Directors, employees, servant or agent's vehicles or equipment on the Showground and shall assume full responsibility therefore.

6. **Facilities:**

6.1 Catering units will be designated to specific 'catering areas'. These areas will include seating and tables. The catering areas will be signposted throughout the show ground. The allocation and position of the catering unit on the showground is the responsibility of the SSAA. All plots will be clearly numbered by the SSAA and movement from the allocated space will not be permitted. Boundaries of plots will be marked and in no circumstances will units be allowed to occupy a larger space than that allocated to them. Trading outside the boundaries of plots is strictly prohibited. All, supports, guy ropes, access to units including supporting vehicles etc **must** be contained **within** the space reserved. Please ensure that your plot is large enough for your requirements. The plot number and measurements should be checked on arrival, if there is any doubt as to the actual size or location of the plot, please check with the Trade Stand and/or Catering Stewards before erection of your catering unit commences.

6.2 A mains water supply is available from two points on site and the show provides an adequate supply of rubbish skips and bins.

6.3 No electricity is available on the showground, but caterers can use their own generators as detailed below.

7. **Waste Disposal & Litter:**

Waste disposal is the responsibility of the caterer who is required to supply suitable bins for the purpose and ensure their removal by the evening immediately following the Show. Furthermore it will be the responsibility of the caterer to take proper precautions against the spread of litter from their sale points and to provide adequate bins for litter and to tidy up litter around the sale points during the Show Day, and deposit it in the skips mentioned above. To encourage a tidy showground, the show will require a £100.00 refundable deposit for waste & litter. If your site is kept clean and clear at the end of the show your deposit will be returned. Failure to keep your area clean and tidy will result in you forfeiting the said deposit.

8. **The Applicant will provide at their expense:**

a) Electricity generator as may be reasonably required. All forms of mobile generator must conform to current H.S.E. regulations and be adequately sound moderated so as not to interfere with neighbouring stand holders. The SSAA reserves the right to prohibit any inadequately silenced generators.

b) A public liability policy against all risks approved by the SSAA covering as well as themselves, their nominated franchisees, where applicable.

c) The names of any franchisees for the burger bars, ice cream, candy floss, pasties, fish and chips, crepes, hot jacket potatoes, doughnuts and hog roast together with proposed tariff(s), submitted to the SSAA for approval one month before the Show.

9. Payment:

Payment of the sum proposed shall be made as to half the proposed sum upon acceptance by the SSAA of the application, for which purpose an invoice will be issued by the SSAA. The second half of the said sum is to be paid four weeks before the date of the Show. An invoice for costs payable by the caterer in accordance with the foregoing conditions will be issued by the SSAA and be **payable by 12th April 2024**.

10. Termination:

The SSAA reserves the right to terminate this letting of the catering rights if the applicant:

- a) becomes bankrupt, goes into liquidation, has an administrator or administrative receiver appointed, compounds or makes any other similar arrangement with his creditors,
- b) is found guilty by court of competent jurisdiction of an offence against any statute or regulation relative to his business,
- c) fails to observe any of the terms and conditions set out herein,
- d) exercises the rights hereby granted in a negligent or improper manner to the dissatisfaction of the SSAA,
- e) fails to comply with food hygiene, and health and safety legislation,
- f) is found selling items contrary to the description laid down in their application.

10.1 For the avoidance of doubt, no amounts paid by the applicant shall be returned by the SSAA in any event.

11. Publication:

Names and basic details of Catering Units will be included in the Show Catalogue and Programme unless otherwise requested by the Applicant.

12. Catering Unit Erection/Breakdown:

Catering Units may be erected from mid-day Wednesday 8th May, and must be completed by 9.00am. on show day, and breakdown is not permitted until 5pm on show day. It will be at the Association Chair / Show Director's discretion to vary the time of breakdown if prevailing circumstances and / or conditions warrant it.

13. Vehicle Movements:

Vehicles carrying issued vehicle passes will only be admitted to the Showground up to 9.00am on show day. All vehicles not forming part of the catering unit must, for the reasons of safety, be removed to the allocated trade vehicle parking areas by 9.00am.

Breakdown: No vehicles not forming part of the catering unit will be allowed access onto the showground before 5.00pm. It will be at the Association Chair / Show Director's discretion to vary this time if prevailing circumstances and / or conditions warrant it.

14. Food Retailers Entrance Tickets / Vehicle Passes:

One vehicle pass and two exhibitor tickets will be issued per catering unit. Stand/Stall Holders' vehicle passes and exhibitor's tickets together with the stand number will be sent as soon as possible after 21st April '24. Application for additional tickets should be made either through the online application process or in writing to the Secretary no later than 12th April 2024.

Every person entering the showground, including drivers of catering units and supporting vehicles on show day must have a valid entrance ticket or pay the full price of admission at the gate (£18). This regulation will be strictly enforced. The show will not take responsibility for any tickets, which may have been mislaid or forgotten. No refunds will be considered unless application is made in writing to the Secretary. All persons on leaving the showground who wish to re-enter must obtain a pass from the Gate Stewards.

Food Hygiene Guidance for Stallholders and Food Traders attending the South Suffolk Show

All stallholders and food traders attending the South Suffolk Show must comply with food hygiene regulations. All food businesses must be registered with the local authority where they are based and will need to advise the Show Secretary which authority they are registered with prior to attending the event. You will also be asked to provide details of the products that you will be preparing and selling. This information should be provided to the Show Secretary at least 4 weeks prior to the event. You may be contacted by a member of West Suffolk Council's Commercial Team to clarify these details, at which time you will be offered advice on good practice.

As a registered food trader, you will be familiar with your responsibility to comply with the law. Outlined below are basic requirements which you will need to consider when attending the South Suffolk Show:

Transportation: All food, and items which come into contact with food, must be transported to the venue in hygienic conditions to minimise contamination risks. Food should be transported in appropriate clean, covered containers. Arrangements should be made to ensure that high risk products are held chilled during transportation, for example in cool boxes or bags containing ice packs, electrically operated cool boxes or insulated polystyrene food containers. Refrigerated vans are ideal as they can be used as chilled storage during the event.

Foods should be protected from a risk of contamination: High risk and unwrapped food products (e.g. cooked meats, meat products and dishes containing meat, fish and eggs) must be protected from a risk of contamination. Foods should be covered or wrapped and kept out of direct sunlight. All foods should be protected from access by pests. Food, ingredients and equipment must not be stored directly on the floor. Raw and ready to eat products must be stored, handled and displayed separately to avoid cross contamination risks.

Temperature control: High risk food must be stored at appropriate temperatures. Facilities must be provided to store chilled items at 8°C or below, and if food is to be served hot it must be held above 63°C. Procedures must be in place to check that these temperatures are being achieved.

Protective clothing: Staff handling open high risk foods should wear suitable protective overclothing.

Clean, washable surfaces: Surfaces which are in contact with food (e.g. preparation surfaces, food display and service tables etc) must be smooth and easy to clean. Surfaces must be cleaned and disinfected at regular intervals.

Hand washing facilities: Hand washing facilities, soap and means for drying hands must be provided where food is handled and prepared. Hand washing facilities must be conveniently located to allow regular use and easy access by food handlers.

Water supply: An adequate supply of water must be available for drinking and cleaning purposes. Arrangements should be made for heating water for equipment washing and hand washing, where necessary.

Power supply: Electricity is not provided on the site. If power is required you should provide a generator, or alternative means of power.

Waste disposal: Refuse (including packaging, food waste and waste water) must be collected and removed from the site.

Documentation: Registered caterers will be familiar with the Food Standards Agency's **Safer Food Better Business Pack**. If the pack is in use it should be brought to the South Suffolk Show and made available for inspection.

A member of Environmental Health Team may attend the South Suffolk Show to offer advice and ensure that you meet the guidelines contained herein, and can be contacted at the following address should you have specific queries prior to the event; West Suffolk House, Western Way, Bury St Edmunds Suffolk IP33 3YU, Tel 01284 757400, Food&Safety@westsuffolk.gov.uk.

SHOW CONDITIONS

1. **Balloons and Kites:**

Making a gift of or selling balloons or kites is prohibited on the grounds of safety reasons. The sale of balloons and kites will be at the discretion of the Association. Exhibitors are forbidden to use any form of aerial advertising.

2. **Charity Collections and Appeals:**

Charitable or other institutions wishing to make appeals for contributions to their funds, or run lotteries, draws, games of chance or sell flags, must first obtain permission from the Association. Where permission is granted, collections must not be made outside the limits of the exhibitor's own stand.

3. **Fire Extinguishers:**

The Association recommends that all stands should have fire-fighting facilities, which should be accessible and maintained in a functional condition and have carried out a fire risk assessment.

4. **Health and Safety Regulations:**

Exhibitors are reminded that they are responsible for the observance by themselves, their employees and their contractors of the Health and Safety at Work, etc., Act 1974 and the relevant Statutory Provisions that covers all safety regulations.

i) Exhibitors will be held responsible for the adequate fencing off of all exhibits and erections (including tent pegs) dangerous to the public.

ii) All mechanical and hydraulic devices must be guarded and safely secured against dangerous or unintended operation.

iii) Where steps are provided, these must be firm and strong and must have non-slip surfaces and handrails.

iv) Safety requirements for children are often different from those for adults in respect of guards and the formation of finger traps must be avoided.

v) Exhibitors should ensure satisfactory storage and operation of/or use of inflammable liquids/and or gas on the showground.

5. **Livestock on Stands:**

The Association must be notified in writing of any livestock to be brought onto the showground for exhibition before 12th March 2024. If this is not done animals will not be allowed to enter the showground.

6. **Vehicle Movements:**

The movement of official vehicles shall be kept to a minimum by the Association. **No movement of catering units and/or associated vehicles will be allowed onto the showground between the hours of 9.00am and 5.00pm.** Vehicles taking part in ring displays will be supervised whilst traveling between parking/display area and ring. No other vehicles will be allowed onto the showground while the show is open to the public, except at the discretion of the Association.

7. **Liability:**

The Association reserves the sole right of decision to postpone, cancel, abandon or curtail the show. Where such decisions arise from directive, happenings or circumstances outside the control of the Association, it shall not create liability to claim for loss or damage. The refund of fees will be at the discretion of the Association.

The Association its Trustees or its agents will not be held responsible for any accident, loss or damage on the Showground or within vehicle parking areas. Stand exhibitors will be responsible for all bodily injury or loss of or damage to any property arising out of or caused by the negligence of the exhibitor or for the behaviour of/and any misconduct of, their employees, servants or agents or from the defective nature of any product sold, supplied, repaired, altered, treated or installed.

The exhibitor shall indemnify the Association, its trustees and / or its agents against all claims, damages and expenses whatsoever in any way arising out of the presence of the exhibitor, their employees, servant or agent's vehicles or equipment on the Showground and shall assume full responsibility therefor.

All exhibitors MUST be adequately covered for public liability and a copy of the insurance policy must be available on the stand for inspection by Show Officials and Government Officers.

8. **General Conditions:**

No person entering the showground or car parks, other than the exhibitor, shall be permitted to transact any business whatsoever or to solicit money thereon. All persons and articles entering the showground or car parks will be subject to the rules and regulations of the Association and of any officers appointed by them. The Association reserves the sole and absolute right to interpret these or any other prescribe conditions and regulations and arbitrarily to settle and determine all matters in regard thereto, or otherwise arising out of or connected with or incidental to the show. The Association reserves the right to amend these Regulations at its discretion.