



INVITATION TO FOOD, DRINK AND CRAFT TRADERS TO SUBMIT AN APPLICATION

IF: Milton Keynes International Festival is opening up trading opportunities for the Festival in July 2021.

ABOUT THE FESTIVAL

Since 2010, IF: Milton Keynes International Festival has taken place every two years and plays a key role in the cultural development of Milton Keynes. It is recognised as a landmark in the UK's cultural calendar and has established a strong brand and growing attendance drawn from the city and beyond.

Creating unique and memorable experiences, the Festival is designed to encourage people to see a different side to Milton Keynes, presenting a world-class, multi-arts programme which includes new commissions, site-specific and participatory projects, large-scale/outdoor and family events, concerts, theatre, dance, music and visual arts installations.

Events take place in unusual locations across Central Milton Keynes, including parks, public squares, retail spaces, and the online and digital realm.

The Festival is produced by The Stables (one of the UK's leading music organisations and based in Milton Keynes) and is core funded by Arts Council England and Milton Keynes Council, with support and partnerships across the corporate, educational, charitable and community sectors of Milton Keynes and beyond.

The Stables has just marked its 50th anniversary. It has a mission to enrich people's lives with opportunities to access, participate in and experience live music and the arts in general.

stables.org
ifmiltonkeynes.org

IMPORTANT CONTEXT: 2021

Given the Covid-19 pandemic, the 2021 Festival has been refocused and reworked into a 'blended festival' offering:

- Installations in the City Centre
- Pop-up Performances in parkland areas
- An online and digital programme of work

This edition will not be a typical 10-day Milton Keynes International Festival. Events will run for a longer period time through July and many indoor elements have been removed given current restrictions.

The focus is on work by British artists who can present as they are currently in the UK. Some elements that can be delivered digitally will feature international artists.

Adapted for the times we are living through, the programme content also has greater resonance and is designed to encourage a deeper engagement, both for people visiting installations and events in-person, and those who will experience the Festival online through concerts, talks, debate, discussion, educational packages and behind-the-scenes sharing.

Key themes underpinning the Festival's programme include:

- Coming together again in a Covid-19 secure way
- Reflecting the extraordinary times we are living through
- Looking forward to the future
- Celebrating the world we live in
- Celebrating local and global communities

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PART ONE: INFORMATION FOR TRADERS

Important Dates

- **The deadline for applications is 12noon on Monday 17 May 2021**
- **You will be informed whether or not you have a place by Friday 28 May 2021**

The Festival is not bound to accept any quotation or make any award from this Request for Tender. Acceptance of the quote by The Festival shall be in writing and on The Festival's terms and conditions. A copy of the form of the concession agreement is annexed to this Request for Tender.

The Festival is delivered by The Stables Theatre, a registered charity and company based in Milton Keynes. Any contract with a trader would be with The Stables Theatre as the legal entity.

Submissions and enquiries must be sent to steffy.clements@stables.org

Two Weekends For Trading Activity

Within the programme, two weekends provide a range of opportunities for trading activity in outdoor settings:

- **Saturday 17 and Sunday 18 July**
- **Friday 23 to Sunday 25 July**

Our Specification

The Stables is seeking to grant a selection of traders the right to operate temporary concessions offering refreshments, food, craft retail or exhibits. Site locations will be in central Milton Keynes at either Campbell Park, the Point Car Park or the Tree Cathedral.

The majority of events are free and although admission to certain events will be controlled the areas themselves will not be restricted to solely Festival attendees, opening up the opportunity to benefit from regular, casual footfall and visitors to the designated locations.

DATES	LOCATION	TIMES	WHO WILL BE THERE?	NUMBER OF PEOPLE ATTENDING PER DAY	TYPES OF TRADER
Saturday 17 & Sunday 18 July	Campbell Park	10.30 - 6pm	Family Friendly	1,500	Snacks, ice cream, alcohol, general refreshments, craft retail/exhibits
Friday 23 & Saturday 24 July	Campbell Park	6pm - 10.30pm	Adults mainly with older children	750	Snacks, ice cream, alcohol, general refreshments craft retail/exhibits
Thursday 22 to Sunday 25 July	Tree Cathedral	10am - 9.30pm (11pm Fri & Sat)	Families - Adults	1,500	Ice cream, alcohol, general refreshments, craft retail/exhibits

Additional dates and/or times may become available as the programme evolves

PRIORITIES AND RESTRICTIONS

Waste Management

You will be required to provide a waste management plan including details of waste provider and litter picking schedule. Please provide details of the radius from the concession which you are prepared to caretake to ensure is kept litter free during and at the end of each trading period. This plan must include how you will dispose of waste water.

Environment Credentials

You would be expected to use biodegradable and sustainable serving products.

Form of Agreement

Please note this document does not constitute a binding contract. If your tender is accepted, a concession agreement substantially in the form annexed to this Request for Tender will be entered into. The insurance requirements and levels are set out in the concession agreement.

Public Liability Insurance

All Traders **must** possess public liability insurance up to £5m at the event and employer’s liability of £10m. We recommend contacting the National Market Traders Federation for more information, please refer to: www.nmtf.co.uk . Insurance must be with a reputable insurer and a copy of insurance policy must be included with the application.

Access

It is important that the Festival is welcoming to the public and considerations and adjustments are made for people with access requirements such as wheelchair use. You will need to provide details on how you will accommodate wheelchair users and people with disabilities.

Health & Safety

You will be required to provide risk assessments and method statements in relation to food safety, fire safety, working practices and customer service. There is an additional requirement to provide these in response to the Government's legislation and guidance in force for Covid-19 at point of application with an outline of how these can be responsive to changes that come into force before or during the Festival.

TERMS AND CONDITIONS IN THIS AGREEMENT

1.1 **"Access Ways"** shall mean any pedestrian walkway or vehicle route on the Site, whether an established route or one used only for the Festival.

1.2 **"Allocated Space/Pitch"** shall mean the space/pitch and size of pitch allocated to the Trader by The Stables Theatre.

1.3 **"Catering Outlets"** shall mean those Outlets (see clause 1.7 below) where the Specified Services (see clause 1.9 below) include the sale of food and/or refreshments.

1.4 **"Early Site Entrance"** shall mean the Trader having access to the Site no earlier than 07.00 hours and no later than 10.00 hours on the set-up day to prepare his/her outlet.

1.5 **"Festival"** shall mean the event or Festival.

1.6 **"Site Fee"** shall mean the sum payable for the Allocated Space/Pitch in accordance with the price list provided within the application pack.

1.7 **"Outlet"** shall mean the stall/stand etc indicated in the Trader's application and which is shown in photographs provided with the Trader's application and which is to be used by the Trader to sell his/her goods/services in the Allocated Space.

1.8 **"Site"** shall mean the land on Plan annexed to this Agreement or such other land as may have to be allocated by The Stables Theatre in accordance with this Agreement.

1.9 **"Specified Services"** shall mean the goods and/or services to be offered for sale by the Trader at the Festival, as specified on their application form.

1.10 **"Supply Vehicle"** shall mean the vehicle used by the Trader to transport to and from the Site all things necessary for the provision of the Specified Services.

1.11 **"Specified Purposes"** shall mean the provision of the Site (as defined) for the Festival.

2. LICENCES

2.1. Subject to the Terms and Conditions in this Agreement The Stables Theatre gives the Trader the rights in this licence. This licence is between The Stables Theatre and the Trader and does not permit sub-letting to any other party.

2.2. A Licence for an outlet providing the Specified Services at the Allocated Space and the means of access to and exit from the Allocated Space by way of the Access Ways for the duration of the Festival subject to the Terms and Conditions of this Licence.

3. GENERAL REQUIREMENTS OF THE TRADER

The Trader shall:

3.1. Outline a fee they are prepared to pay The Stables in return for their pitch.

3.2 Pay the deposits referred to in Clause 5.

3.3. Provide and operate at his/her own expense the Outlet together with all equipment necessary for the efficient running of the Outlet and the provision of the Specified Services.

3.4. At all times observe and comply in all respects with the statutory or other requirements, rules regulations and bylaws (including those laid down by the Council's Environmental Health and Safety Unit, the Fire Brigade or other competent authority, and those made by The Stables Theatre for the management of the Site) relating to the Outlet and its use. If the Trader is in any doubt as to the scope of this term, he should contact The Stables Theatre for further explanation.

3.5. Be solely liable for and indemnify The Stables Theatre against all loss, damage, claims or demands (other than for any death or personal injury caused by the negligence of The Stables Theatre or any of its employees or agents) which may have been caused directly or indirectly by the Trader or his/her employees or agents.

3.5.1. Provide Public Liability Insurance with a reputable Insurance company for a minimum of FIVE MILLION POUNDS (£5,000,000) and Employers Liability of £10m for the duration of the Festival to cover the risks referred to in clause 3.4 above.

3.5.2. Permit The Stables Theatre to inspect the insurance documents at all reasonable times to check the sufficiency of the cover and the excesses which in any event must be reasonable in the circumstances. Insurance documentation should be sent prior to the Festival within the due date for inspection.

3.6. Permit The Stables Theatre and the Council's duly authorised officers to enter and inspect the Outlet/stall at any time during the Festival.

3.7. Provide all Health & Safety documentation including Method Statements, Risk Assessments, Food hygiene certificates, COSHH assessment sheets for inspection prior to the Festival.

3.8. Keep the Allocated Space clean and tidy and clear of rubbish during the Festival. Before leaving the Site at the end of the Festival the Trader shall ensure that the Allocated Space has been tidied and cleared of rubbish and is free from all the Trader's belongings, goods and equipment. Failure to do so may lead to the Trader's bond been withheld.

3.9. Caterers should provide and maintain a sufficient number of rubbish bins in the vicinity of the Outlet and ensure that these are emptied regularly and ensure that they could in no way be regarded as unsightly at any time. Caterers should also ensure all common areas including tabled and food courts are kept clean and tidy at all times. Non-caterers must comply with figure 3.8 above.

3.10. Observe any supplementary rules and regulations made by The Stables Theatre, of which the Trader is reasonably notified, governing the use of the Allocated Space or the Access Ways.

3.11. Ensure that nothing is done under this agreement which may in the opinion of The Stables Theatre be a nuisance or could become one or which in any way interferes with the work of the Stables Theatre employees or agents or with the enjoyment of all persons rightfully attending The Site.

3.12. Ensure that if any goods or services sold or displayed at the Outlet DO NOT pose a potential risk of fire or any other hazard, replica weapons, guns etc. are not permitted to be sold at the Festival, any Trader found selling such items will have them removed from their stall or be asked to leave the festival. The Trader shall keep and maintain a sufficient number of fire extinguishers and or other safety equipment at the Outlet, all such equipment to be operable at all times during the Festival. Proper safety arrangements shall be made and, if required, a fire risk assessment (under Regulatory Reform 2005) must be provided by the Trader.

3.13. Ensure the Allocated Space and the area immediately around it including any trees, shrubbery, and flowers is left in the same condition as that in which it was found prior to the siting of the Trader at the commencement of the Festival. If The Stables Theatre is not completely satisfied that the Trader has complied with this requirement, then the Trader may have their bond withheld and be liable for the payment of additional monies, over and above the bond, to The Stables Theatre for the remedying the damage.

3.14. Ensure that the Outlet is used solely for the sale of the Specified Services agreed.

The Trader shall not:

3.15. Outside of the Allocated Space display any signs or notices, or distribute literature, without the prior written consent of The Stables Theatre and shall remove the same immediately upon demand.

3.16. Obstruct the Access Ways or cause or permit them to become dirty or untidy.

4. GENERAL

4.1. The Stables Theatre is not obliged to accept any or all applications submitted. Applications are judged and considered on the balance of trade, catering, charity and the quality of the trading offer in relation to the attractions at the Festival. This is to ensure fairness, avoid duplication and create an interesting and varied Festival for the public. Applications are not processed on a first come first served basis for the reasons outlined above, all Traders will be informed as soon as is practicable possible of their inclusion in the Festival.

4.2. If the Trader fails to observe any of the terms and conditions contained in this Agreement his/her Licence may be revoked. The Trader will still be liable to the Stables Theatre for anything he/she did or did not do in breach of the Agreement prior to the Licence being revoked and may have the £200 bond withheld.

4.3. The Trader acknowledges that they do not have exclusive service or selling rights on the Site.

4.4. The Trader acknowledges that The Stables Theatre has a temporary licence for occupation of the Site and that no tenancy is conferred upon him/her by this Licence.

4.5. Neither the Allocated Space, the Outlet nor any rights the Trader may have under this Agreement may be transferred to anybody else.

4.6. Neither the Allocated Space, the Outlet, nor any part of them may be sub-let to anybody else without the prior written consent of The Stables Theatre. Requests from charities may be considered.

4.7. The Stables Theatre gives no warranty that the Site is legally or physically fit for the Specified Purposes.

4.8 If either The Stables Theatre or the Trader has to give notice to each other at any time the notice shall be in writing. If notice is served on the Council, it shall be during The Stables Theatre's normal office hours. Alternatively, the notice shall be sent by recorded delivery to the other party at its last known address or Registered Office, or Principal Office as the case may be.

4.9. The Stables Theatre will turn away or remove any Trader which it finds to be selling or displaying items or which it reasonably considers is likely to be selling or displaying items which are not in keeping or likely to be in keeping with the spirit of the Festival, or if the Trader is not behaving in accordance with the strict standards of correct and decent behaviour demanded by The Stables Theatre. This includes counterfeit goods and other such items. Trading Standards Officers will also be in attendance over the Festival weekends.

5. PAYMENT OF FEES

5.1. The trader will propose a fee for their pitch which The Stables Theatre will use as part of the assessment for selecting traders.

The pre agreed fee or percentage is payable by invoice to The Stables Theatre. The Trader must trade for the agreed pitch duration. All Traders irrespective of their status must trade for all the opening hours stated, unless permission has been granted in writing and specified by the Event Manager, failure to comply will result in the Trader's bond being retained by The Stables Theatre.

5.2. A bond of TWO HUNDRED POUNDS (£200) is payable and returned with these signed terms and conditions. This bond is not part of the Site Fee and will be refunded as soon as is practicable after the Festival but no more than 28 days later, providing The Stables Theatre is satisfied that the Trader has complied with the Terms and Conditions. The breach of any term or condition will result in the bond being retained by The Stables Theatre. The Trader will be informed immediately after the Festival if their bond is to be withheld and the reasons why. The Trader will have 14 days to appeal against this decision.

5.3. The Site Fee together with the bond of TWO HUNDRED POUNDS (£200) referred to in 5.2 above must be received by The Stables Theatre in advance. If the Trader fails to comply with this condition, they will lose the right to use the Allocated Space, and the Stables Theatre may allocate the Allocated Space to another trader. The Trader will not be refunded the Site Fee but will have the £200 bond refunded.

5.4. No refunds will be given in the 30-day period to the start of the Festival.

5.5. BACs details will be provided along with an invoice, with confirmation of your payments made to be sent to Steffy Clements steffy.clements@stables.org

5.6. The Trader acknowledges that, notwithstanding his/her compliance with this clause (Clause 5) and the other conditions of this Agreement, until the Council signs this Agreement the Licence shall not come into effect and all rights the Trader would have had under it will be ineffective.

6. GOODS AND SERVICES

The Trader shall:

6.1. Ensure that the goods and/or services offered to the public are of the highest possible standard and are offered at prices which are consistent with those normally charged by the same trade.

6.2. Sell only those goods and/or services indicated in his/her application. The Stables Theatre will not permit any changes unless these have been authorised by the Events Manager.

6.3. Comply with the application together with the specifications and prices applied.

6.4. Traders with Catering Outlets shall also display in a prominent position at all times fully priced menus showing, where appropriate, the weight of the main product element. A copy of the menu must be forwarded with the Trader's application and will be considered by The Stables Theatre as part of the Trader's application.

6.5. Only outlets expressly licensed to do so by the Council shall offer food or refreshment for sale or for consumption.

6.6. Possess a fire extinguisher and a fire blanket to be present on the stall at all times, at a clearly designated point within your unit, along with a first aid kit.

6.7. Comply with the following regulations and guidance:

- Health and Safety at work 1974 as appropriate
- Food Safety 1995 (General Food Hygiene)
- Food Safety 1995 (Temperature Control)
- Food Safety Act 1990
- Plus any other relevant legislation for Food Traders.
- COVID-19 guidance and legislation

6.8. Be responsible for litter on their pitch and in the small public area directly in front of the pitch.

6.9. Ensure that all structures should be sound, secured firmly to the ground and able to withstand adverse weather conditions. Trip hazards (e.g. guide ropes) must be clearly marked.

The Trader shall not:

6.6. Offer animals for sale or as prizes or bring animals onto site.

6.7. Sell tobacco, alcohol, weapons, or wax flares will be allowed. No BBQs.

6.8. No glass is allowed on site.

6.9. Traders must be aware of and comply with the following: - Chain of Custody (COC) Certificate

Chain of custody certification provides a guarantee about the production of FSC-certified products. Chain of custody is the path taken by raw materials from the forest to the consumer, including all successive stages of processing, transformation, manufacturing and distribution. From a customer perspective, the FSC label represents a promise that is being made to them. Chain of custody standards are the mechanism FSC has to ensure that this 'promise' is delivered. Operations that have been independently verified for FSC chain of custody certification are eligible to label their products with the FSC logo. Only traders showing the FSC label on their products will be eligible to trade.

6.10. No sub-letting of the Trader's pitch is permitted.

6.11. Leafleting on the Festival site or car parks is not permitted.

6.12. Produce any amplified noise or shout out to attract customers in such a way that it disturbs other traders or Festival events.

7. SITE MANAGEMENT

7.1. Once The Stables Theatre has received sufficient applications to fully book the Festival it will then prepare a plan of the Site and allocate spaces on the plan accordingly. Submission of this application form to trade does not guarantee inclusion in the Festival.

7.2. The Stables Theatre will try to allocate spaces in accordance with the Trader's choice of zone, if appropriate, on the site but cannot guarantee that this will be possible and The Stables Theatre is not in any way bound to do so. At any time, The Stables Theatre has the right to change a trader's allocated site if this is deemed necessary for health and safety or other reasons. If a Trader's allocated site has to be moved prior to the Festival every effort will be made to contact the trader and offer an alternative site. Part or full refunds of site fees in this situation will be at the discretion of the Events Manager and in line with the terms and conditions.

7.3. Prior to the Festival The Stables Theatre will notify, in writing, all successful applicants of the location of their Allocated Space on the site. Upon receipt of this site plan showing the traders Allocated Space, if for any reason the trader is unhappy with their allocated space, they must contact The Stables Theatre immediately. No discussions will be entered into regarding an Allocated Space at the Festival. No site refunds will be given with reference to an Allocated Space at the Festival.

7.4. No private cars shall be parked on the site.

7.5. Catering Outlets are not permitted to have tents and/or awnings on the Site. Only vehicles listed on the site application form can be included in their Allocated Trading Space within the allotted area.

7.6. For safety reasons, once the Supply Vehicle has been sited by The Stables Theatre it will not be permitted to move from that position during the Festival unless The Stables Theatre's authorised Event Manager gives their express permission, in which case the Trader shall follow The Stables Theatre's proper safety procedures in accordance with The Stables Theatre's authorised Event Manager's instructions and vehicle movement procedure.

7.7. The Trader shall comply with and co-operate fully with any request by The Stables Theatre to move the Supply Vehicle and/or his/her Outlet to any other Allocated Space. The Stables Theatre shall not be liable for any costs incurred by the Trader as a consequence of this request.

7.8. The Trader must ensure that s/he remains within the Allocated Space. Any extension of the Outlet into another Allocated Space, or into any other area is not permitted.

7.9. The Stables Theatre is not responsible for providing parking spaces for Traders' private cars and the Trader must find suitable parking spaces for his/her vehicles off the Festival site.

7.10. The Trader may be granted Early Site Entrance for the purpose of bringing his/her Outlet to the Site and readying his/her Allocated Space for trading. If The Stables Theatre permits the Trader Early Site Entrance the Trader agrees to be bound by the Terms and Conditions as if the Early Site Entrance was the Festival, but under no circumstances shall the Trader commence trading.

The Trader shall:

7.11. Be ready for trading from his/her Outlet by the agreed start time and shall continue to trade until and continue to trade on the agreed days at least until the agreed trading time has been met.

7.12. Be aware that if the Trader arrives after the stated arrival time in the final detail information s/he may be refused vehicular access on to the Site. No vehicle may be brought on to or leave the Festival site without prior confirmation from the Event Management Team, either in person or via a PA announcement. Any attempt by the Trader to leave the site or bring a vehicle on to site before the times listed in this document under Site Access Service Times (see page 2) may result in cancellation of the contract without refund of fees paid.

7.13. Be aware that the above clause will result in the forfeit by the Trader of the TWO HUNDRED POUNDS (£200) bond and thereafter vehicles will not be allowed back onto the Festival site.

7.14. The Trader's identity (which shall be the same as that shown in the Licence and on his/her Application Form) shall be clearly and prominently displayed at all times at the Trader's Allocated Space and shall give his/her full name and address and a trading address if this is different to the Trader's home address.

7.15. If there is bad weather before or during the Festival, The Stables Theatre may move or direct the Trader to alternative areas on the Site or to another Site at no cost to The Stables Theatre and without refunding any site fees. No refunds will be given should the Festival be cancelled due to reasons beyond the control of The Stables Theatre. No refunds will be given if the Festival is cancelled as a result of adverse weather conditions, nor as a result of changes to the entertainment programme. The Stables Theatre does not accept any liability for any form of compensation for any losses sustained by the Trader due to cancellation of the Festival for whatever reason.

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- *Please print and keep Part 1 above for your own records*
 - *Only return the Application Form (Part 2, a separate document) as part of your tender documents.*

THANK YOU FOR YOUR INTEREST IN THE FESTIVAL!