

Eats Boutique 2023

Thank you for your interest in taking part in our EATS BOUTIQUE event series, a growing caravan of street food markets in East Devon and West Dorset.

Please note that payment of the invoiced deposit is your acceptance of the terms and conditions laid out below. If anything is unclear please ask to avoid confusion at a later date. I will send out notes of facilities for each venue in advance.

- A. A brief history and ethos
- B. General terms and definitions
- C. Terms of agreement – 5 sections:
 - (1) The Licensor's responsibilities
 - (2) The Licensee's responsibilities
 - (3) Limitation of Liability
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- D. Signature
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A. A brief history

We started Seaton Eats Boutique in the summer of 2015, Sidmouth Eats Boutique in the summer of 2018, Axminster Eats Boutique in 2022 we are piloting a series in Lyme Regis this coming summer. We have attracted a loyal following in the local community as well as visitors to the area. The same people come time and again and they are always happy to see us.

This small business is run by me, Eleanor Carr as a sole trader, and I am engaging staff on a freelance basis to help deliver these lovely community events. We are a socially minded business with a mission to bring an inclusive and accessible event to our communities in East Devon. We do this by

1. making our events free to enter so that anyone can come and join the picnic.
2. We don't have loud music,
3. and there are always access points for those who travel on wheels.
4. Dogs are welcome if they are well behaved (though we are restricted by the policy of the land owners.)
5. We endeavour to support local producers and small businesses like yours,
6. and create an environmentally low impact event. We also ask our traders to minimise their packaging and use degradable instead.

Each event actually directly supports up to 10 businesses, and then all of those who supply us with our stock.

Food is a wonderful way of bringing people together, to eat round the same table and to explore cultures from far flung and nearby neighbourhoods. This is the ethos with which we approach our events.

B. General Terms and definitions

Pitch size

A standard pitch size is 3mx3m

Space is usually tight so we charge x2 pitch fees for vehicles/trailers >4m, or 2x 3m gazebos.

Pitch fees = 20% of takings

A deposit of £80 per event (for 3mx3m gazebo or equivalent) is required in advance to secure the pitch. This becomes part of your pitch fee, contributing towards the 20%. The remainder of the pitch fee is payable, either by cash on the night or by bank transfer within 7 days of the event. Please email me after the event with your takings and I'll calculate any further monies due. Keeping a record of takings helps me to understand how well our markets are attended and how income per stallholder can vary (this is why I favour the % structure to make it fair for all traders).

Example 1:

Single pitch

takings on the night £950 so pitch fee = £190

£80 deposit paid in advance, total invoiced after the event is £110.

Example 2:

Single pitch

takings on the night 380 so pitch fee = £76

£80 deposit paid in advance, therefore no more to pay.

Example 3:

Double pitch

Eg. takings on the night £750. Pitch fee = £150

£160 deposit paid in advance, therefore no more to pay.

Please let me know what your takings were within 7 days of the event and I will invoice you accordingly.

Minimum pitch fee

If your takings don't exceed £400 the pitch fee is £80 / £160 , ie your deposit.

Electricity

Power is available and is subject to the following:

1. it must be booked in advance. Please tell me what equipment / draw you need.
2. Power per plug is charged at £10 cash on the night.
3. Please bring your own, PAT tested leads with 13amp plugs.
4. This is arranged 1st come 1st served, which means that in there is a power outage the last booked equipment will be the first removed form the circuit.

We prefer you not to use generators is possible. Any queries or concerns, just give me a call.

Timings

The site is hired and available for set up from **1.30pm (except Sidmouth, which is 2pm)**. Trading is **4pm-sunset**.

Menu

In order to keep the market fresh and exciting for our many repeat customers please feel free to apply for all or just 1 of the offered dates. Please be as specific as possible in describing your menu because

1. In marketing the events on social media I will talk about the food so the more detail I have the more I can draw the crowds,
2. People will plan their visit based on what is available to them, their tastes and their dietary requirements. They trust that we will have available what we say we're going to have.

Changes to your menu

If you want to vary your menu from market to market, that's wonderful but any changes from that described in your application **MUST** be agreed with before the event. Each market is built around variety and, in fairness to all traders and our customers, we do not want duplications. If this happens you will be asked to cease trading and will lose your deposit.

Bar

Unique Boutique Events runs the bar at these street food markets. Please do not sell any drinks from your stall.

Packaging

We are an environmentally conscious event and the bar has a deposit scheme on plastic cups in line with our environmental ethos. Please do not use single use plastics. I will be checking!

Rubbish

All trade rubbish / waste is the responsibility of the trader and must be removed from the site at the end of the event. Please do not leave waste beside the public bins.

Vehicle access and Parking

Each site is accessible to vehicles to set up only. All vehicles must be removed from site before the event opens to the public.

Leaving site

In the interests of public safety you are not able to bring your vehicle onto site until the end of the event. Please ask the event manager before moving any vehicle around the venue.

If you sell out

That's great news that you have no waste, but please refrain from packing up too much before the end of the event. Leave your stall looking attractive with a SOLD OUT sign and come and have a drink at the bar with us.

C. Eats Boutique event series Terms of Agreement

Definitions

Licensor Unique Boutique Events (Eleanor Carr)

Licensee you the trader

License Fee the amount payable from the licensee to the licensor hereinafter called the Pitch Fee

License Period the period of time to which the license applies

Retail Outlet Pitch the area where the licensee can trade at the event by way of this license at:

Jubilee Gardens, Seaton / Kennaway House Lawn, Sidmouth / Axminster Guildhall / Gun Cliff Walk, Lyme Regis

The Services the goods offered for sale by the Licensee

The Deposit the amount to be paid to secure the Pitch prior to the full license fee becoming payable

The Event Seaton Eats Boutique / Sidmouth Eats Boutique / Axminster Eats Boutique / Lyme Eats Boutique

Opening Times the times at which the Licensee is allowed to trade during the license period (4-9pm, or sunset)

Due Diligence System a suitable documented food safety and health & safety system. **IT IS AGREED as follows:-**

1. The Licensor's Responsibilities

1.1. The Licensor (in common with the Licensor and all others authorised by the Licensor so far as not inconsistent with the right given) and its employees, agents and sub- contractors and all persons duly authorised by it agrees to permit the Licensee by way of license :-

to use the Pitch during the License Period to provide the Services as detailed in the Licence Agreement;

to use such other part of the premises as the Licensor shall designate to obtain access and egress from the Pitch.

1.2 The Licensor shall designate the location of the Pitch and you will be notified with this information no less than 3 days in advance of the event. Pitch allocation will be determined, in part, by the utilities required by all Licensees. The Licensor reserves the right to make changes to the pitch allocation at any point up to the commencement of the event.

1.3. Nothing contained in this Agreement whether express or implied shall grant to or confer on the Licensee any sole and exclusive selling rights on the Premises unless otherwise stated.

1.4. It is agreed between the parties that this Agreement constitutes a license and confers no tenancy upon the Licensee subject to the rights created by this Agreement.

1.5. The Licensor warrants that the Premises and the Pitch are legally and physically fit for the provision of the Services and that adequate and suitable insurance has been obtained for the duration of the event.

2. The Licensee agrees and undertakes:-

2.1. to pay the Deposit for the Pitch and the balance of the License Fee and any other monies due to the Licensor in accordance with the terms of this Agreement.

2.2. to provide and operate at his own expense the Retail Outlet.

2.3. at all times to observe and comply in all respects with the statutory or other requirements, rules, regulations and bye-laws (including those laid down by the local Environmental Health or other competent authority and those made by the Licensor for the management of the Premises) relating to the Retail Outlet and the use of it including fire-fighting equipment and first aid, and staff competent to use such equipment;

2.4. to be solely liable for and indemnify the Licensor against all loss, damage, claims or demands which may in any way arise either directly or indirectly out of the license hereby granted and to secure the performance of this indemnity by entering into a policy of insurance to a minimum value of £2 million public, product and £5 million employers' liability.

2.5. at any time during the License Period to permit the duly authorised officers of the Licensor to enter the Retail Outlet for the purpose of examining the conditions of it or for any other purpose deemed expedient by the Licensor

2.6. not to do or allow anything to be done which in the opinion of the Licensor may be a nuisance, danger, damage or annoyance to or in any way Interfere with the Licensor, its servants and agents or the quiet comfort, safety and enjoyment of all persons rightfully using the premises;

2.7. not to use or allow anyone to use the Retail Outlet or any part of it for any purposes other than the provision of the Services during the continuance of this Agreement;

2.8. To keep the Pitch clean and tidy and clear of rubbish at all times and to leave it in a clean and tidy condition and free of the Licensee's furniture, equipment, goods and chattels at the end of the License Period. The Licensee at the end of the event must remove all trade waste and ensure paving is left as found. Failure to do so will result in a fine of £100 to cover the cost of the Licensor cleaning / disposing of waste;

2.9. not to obstruct any access ways or cause them to become dirty or untidy nor to leave any rubbish on them;

2.10. not to encroach onto other parts of the Premises but to keep the Retail Outlet. The Licensor reserves the right to require any Licensee to modify their stand, display or behaviour for any reason of safety or conduct not compatible with the event. Failure to take action may result in expulsion from the event with no recourse to a refund.

2.11. to occupy and trade within the pitch during the hours specified;

2.12. not to provide any goods or services other than those stated on the menu annexed to this Agreement (the application form), and not to offer any goods or services without charge unless expressly stated on the list. Menu changes that have not been agreed in advance may result in expulsion from the event with no recourse to a refund.

2.13. not to supply goods or services which are not of a satisfactory standard as defined by current legislation;

2.14. to protect generators and /or LPG cylinders from public access and to store only that amount of LPG which is required to run the equipment and the same amount in reserve;

2.15. to park any vehicles other than retail units in the designated parking area as directed;

2.16 All retailers are to have evidence of gas and electrical inspections within the previous 12 months available for inspection;

2.17. to have a suitable up to date "Due Diligence" system at the Pitch available for inspection by the Licensee and or enforcement authorities at any reasonable time (available from NCASS).

2.18. Any pitch requests by the Licensee should be made at point of application.

3. Limitation of Liability

3.1. If the Licensee has any complaints or is dissatisfied in any respect with any facilities provided by the Licensor or its employees, agents or sub-contractors which the Licensor can reasonably be expected to rectify at the Premises during the License Period, they shall immediately bring those to the Licensor's attention. The Licensor will use its best endeavours to rectify any problems as soon as reasonably practicable.

3.2. Any complaint which the Licensor could not reasonably be expected to have so rectified shall be notified to the Licensor in writing within 14 days of the end of the License Period.

3.3. The terms of this Agreement represent the whole agreement between the parties and, except where the Licensee is dealing as a consumer, all other warranties, conditions, terms, undertakings or representations of any kind, whether express or implied, statutory or otherwise relating to the provision of any goods or services under or in connection with the Agreement including (without limitation) as to the condition, quality, performance, merchantability or fitness for purpose of any goods or the standard of care used in the provision of services are hereby expressly excluded from the Agreement save for the undertakings implied by statute in respect of title to any goods.

4. Cancellation

4.1. The Licenser may cancel this Agreement with immediate effect on written notice if,

(a) the Licensee defaults in payment of the Deposit, the License Fee or any other sums due under this agreement;

(b) the Licensee ceases to carry on its business, becomes insolvent, goes into liquidation, a receiver or administrator is appointed or makes a voluntary arrangement;

(c) the Licensee is in breach of this Agreement

4.2. In the event of a breach by the Licensee of the terms of this Agreement during the License Period, the Licenser shall be entitled to close the Retail Unit and to insist that it is promptly removed from the premises.

4.3. The Licenser may also cancel this Agreement at its discretion at any time by giving 28 days' notice in writing to the Licensee and shall refund all monies paid by the Licensee.

4.4. If the Licenser cancels the Agreement under clause 4.1, the Licensee shall forfeit the Deposit.

4.5. If the Licenser cancels the Agreement in circumstances beyond the control of either party (including pandemic lockdown), the Licenser shall return the monies paid by the Licensee less £30 administration fee. The Licenser will endeavour to give 24 hours cancellation notice from the start time of the event.

4.6. If the Licensee cancels the Agreement 14 days or less before the start of the License Period the Licensee shall forfeit the deposit.

4.7 The Licensee may cancel this Agreement with no loss of deposit if made in writing giving at least 28 days' notice prior to the commencement of the event.

4.8. Termination of this Agreement shall not affect any rights of the parties accrued to them up the date of termination.

5. Miscellaneous

5.1. Neither party shall be liable for any delay in performing or failing to perform any of this obligations under this agreement due to any act of God, war, strike, lockout, pandemic, industrial action, fire, flood, drought, tempest, breakdown of plant, failure in supply of utility services, non-receipt of booking or other event beyond its reasonable control.

5.2. This Agreement is the complete statement of the agreement between the parties and supersedes all previous communications.

5.3. If any part of this Agreement is found by a court or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this

Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

5.4. Any variation of this Agreement shall be inapplicable unless recorded in writing and signed by both parties.

5.5. All notices given by either party under this agreement shall be in writing and shall be delivered by hand or sent by post to the other party at its address set out in this Agreement.

5.6. This Agreement will be construed in accordance with and governed by the law of England and Wales.

5.7. This agreement is subject to the details set out in the Additional Notes pertaining to the relevant event.

D. Signed by:

Print name: Eleanor Carr

for and on behalf of the Licensor

Date Feb 2023

Signed by:

Print name:

*Company / trading name for and on
behalf of the Licensee*

Date

E. what happens next:

1. Complete the [application form](#)
2. I will send an invoice for pitch fee deposits for the dates available based on your selection
3. You pay the invoice
4. I'll be in touch nearer the time with specific pitch fee info etc
5. We all share on our social channels
6. We have a great night
7. You tell me your takings
8. I'll raise an invoice (if needed) for the remainder of the pitch fee