

## TERMS & CONDITIONS

### **STALL HOLDING AT CARTMEL RACECOURSE: RACE DAYS**

Applicable for All Vendors and Stall Holders.

#### *The main bits*

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- Do not access the site via the village car park at any time
- Be set up 15 minutes before gates open each race day
- Set down is 30 minutes after the finish of the final race at the earliest
- Keep your vehicles in the car parks, not next to your stall
- Provide Z readings including cash takings before leaving site each race day
- Settle your invoices before the next race meeting
- Approve your menu before you begin sales
- Have your staff cards and identification on you and visible at all times
- Provide all required documents at least 2 weeks before the start of the race meeting
- Bring your own fire extinguisher(s)
- Take both cash and card payments at all times
- Any breach or unfulfillment of these terms will risk forfeiting your deposit and being ejected from site at any time

THIS DOCUMENT MUST BE SIGNED AND ENCLOSED WITH THE RELEVANT APPLICATION FORM, ADDRESSED TO CARTMEL RACECOURSE OFFICE. THIS CAN BE DONE VIA POST OR EMAIL.

This document will be accepted only as an e-signature or handwritten signature. Copies made of this document will not be accepted.

#### HELPFUL RESOURCES

[Trader Information Page](#)

[Plan Your Visit](#)

#### *The finance bit*

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##### **COST TO TRADE**

For vendors on our Food and Beverage plan, you will be charged 20% commission of every gross sale you make whilst onsite. This will be collected via invoice after each race fixture and is due before the next race day. You are required to provide Z reads from your till system to include both cash and card sales readings to the Racecourse Office immediately after each race day, before leaving site.

For vendors on our Stall plan, you will be charged according to the size of your chosen pitch. This will be collected in advance of the race days, and is due on acceptance of your application. The full details are as follows:

	<b>May:</b> 25 <sup>th</sup> , 27 <sup>th</sup> , 29 <sup>th</sup>	<b>June:</b> 28 <sup>th</sup> , 30 <sup>th</sup>	<b>July:</b> 20 <sup>th</sup> , 22 <sup>nd</sup>	<b>August:</b> 24 <sup>th</sup> , 26 <sup>th</sup>	<b>All dates</b>
<b>3m x 3m</b>	£140	£120	£120	£120	£425
<b>3m x 6m</b>	£180	£160	£160	£160	£560
<b>3m x 9m</b>	£280	£260	£260	£260	£900
<b>3m x 12m</b>	£380	£360	£360	£360	£1,240

For vendors who are on our Charity plan, you will not be charged for your pitch nor must you submit a deposit.

##### **DEPOSIT**

To secure your pitch, you must put forward a £500 refundable deposit which will be held according to these Terms and Conditions. In the event of any breach, failure to fulfil or unsatisfactory fulfilment of these Terms and Conditions, your deposit will be retained by the Company in its entirety.

## **CASH, CARD and TRANSACTIONS**

All vendors must be equipped and able to take payments via both cash and card transactions at all times during the trading period. All vendors on our Food and Beverage plan must use a till system capable of providing accurate sales figures including cash takings.

### *The operational bit*

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## **OPENING TIMES and SET UP TIMES**

On race days, the site is open for vendors from 1.5 hours ahead of gates-open until ~3 hours after finish of final race, and open for the public until ~2 hours after finish of final race. **Opening times can be viewed on our website once available.**

On non-race days, the site is open to vendors from 9am – 5pm and is available for setting up and down the days immediately before and after each race day.

All stalls must be set up on the morning of the race day by 15 minutes before gates open at the very latest. Any stall not set up by this point will be deemed not in attendance. Vendors must remain trading until 30 minutes after the finish of the final race at a minimum.

All vendor belongings must be removed from site no later than 48 hours after the race day. Belongings, stalls, and vehicles may not be left between meetings under any circumstances.

## **VEHICLES and PARKING**

No vehicles may be left next to your pitch during public opening times. All vehicles must provide their registration ahead of time to the Company. Vehicle access directly to your pitch is provided wherever possible, however in the event of poor ground conditions or poor weather, we may restrict vehicle access on the site. There is strictly no vendor vehicle movement on site during public opening times.

**NO VEHICLES MAY ACCESS THE SITE VIA THE VILLAGE CAR PARK. THIS IS ANPR MONITORED, ANY CHARGES AND / OR FINES INCURRED CANNOT BE WAIVED.**

**Vendor vehicles must park in the designated car parks on race days, and must be removed to these car parks by 15 minutes before gates open at the latest.** Vehicles may return to attend to pitches at the discretion of Security and/or Traffic Management officials, no sooner than 30 minutes after the finish of the final race.

Vendors with pitches on the Course side must park in Seven Acres car park. Vendors with pitches on the Paddock side must park in Croftside car park.

## **IDENTIFICATION**

Wherever prescribed, vendors are required to display the correct identification at all times. This includes but is not limited to staff passes, lanyards, car hangers. Once issued, identifying items become your responsibility to maintain and keep; the Company accepts no responsibility for loss, damage or misuse.

Staff passes must be obtained at least 2 weeks prior to the race fixture. Any passes that are lost, stolen, or damaged must be replaced. If you or your associates do not have a pass, you will be required to pay for their entry onto site. This charge will not be refunded.

## **WIFI, WATER and ELECTRICITY**

Wi-fi is provided for vendors; it is not provided for public use. Due to the location of the site, overuse of the wi-fi will greatly reduce its capabilities. Vendors must not give out the Wi-Fi to guests, and the Company does not guarantee the efficacy of the Wi-Fi provided.

Water is provided as a shared resource at certain points onsite, it cannot be provided directly to the pitch(es). It is provided free of charge.

Electrical hookups are provided free of charge, they are operational only during public opening times as they are generator-fed. It is your responsibility to provide accurate requirements for electrical draw to enable the Company to provide the correct hookup. We are not able to change your provisions on the race day.

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*Terms and Conditions of Race-day Trading  
Created by and solely relevant to Cartmel Steeplechases (Holker) Ltd  
Cavendish House, Kirkby in Furness, LA17 7UN*

All utility requirements must be notified to the Company on application, any changes must be notified to the Company at least 2 weeks ahead of the race meeting.

### **SITE PLAN and YOUR PITCH**

The site plan and your pitch are subject to change at all times and cannot be guaranteed.

Only the vendor approved by the Company to occupy the pitch may do so. Vendors cannot sublet, share or divide their pitch under any circumstances. Your stall must not breach the borders of your allocated pitch, and it is your responsibility to ensure that you are pitched correctly. If you are pitched incorrectly, it is your responsibility to move your stall to the correct area within the given set up times.

Amplification, touting and guest-approaching are strictly prohibited.

### **MENU CHANGES**

Your menu must be approved before you begin to sell any item. If the Company requests any menu alterations or removals, it is your responsibility to ensure that this is carried out correctly. You cannot begin to sell new items without prior approval from the Company.

### **FIRST AID**

First Aid facilities are available at the First Aid points available across the site, and incidents can be radioed in via Company-employed event stewards in uniform. Medical professionals will also be onsite throughout the event.

### **DRONES, PHOTOGRAPHY and MEDIA**

Drones are strictly prohibited at all times on site.

Photography, videography, media gathering and distribution are all strictly prohibited at all times on site. Should vendors wish to create and/or distribute media onsite, express written permission in advance of the race day(s) must be obtained.

### **SAFETY OFFICERS**

Safety officers will be onsite throughout the race days checking all stalls for compliance and operational safety. Safety officers have authority to suspend trading, close stalls and/or demand actions be taken to address any safety concerns on dynamic risk assessment. Non-compliance with safety officers' requests may result in deposit forfeit or ejection from site at any time.

### *The document bit*

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### **DOCUMENTS and COMPLIANCE**

**The following documents must be submitted immediately after acceptance of your application. You do not need to provide certificates for each staff member – only your designated responsible person.** Documents will only be accepted if they are within the correct date range and of the correct relevance. If any certificates and/or documents expire during the dates of the race days, you must provide new, in date certificates and/or documents. Further documents and/or certificates may be requested should the Company deem it necessary. If documents are omitted, incorrect, falsified, or outside of the required specifications, your deposit will be forfeited.

#### **All stalls must provide:**

Minimum Level 2 food safety certificate	<i>Within 1 year of issue OR before the expiry as stated on the certificate</i>
Food hygiene rating (1-5)	<i>Within 1 year of issue, as issued by the local council</i>
Gas safety certificate	<i>Within 1 year of issue</i>
PAT testing certificate	<i>Within 1 year of issue</i>
Public Liability Insurance	<i>Minimum cover £5 million</i>

High quality PNG logo, transparent background

*For Company website marketing*

Wind ratings for any temporary structure

*Please make available if required*

**Stalls selling alcohol must provide in addition to those above:**

Temporary Event Notice for sale of alcohol

*For each race date*

Copy of photographic Personal License

*Must match your provided TEN*

**INSURANCE**

Vendors are responsible for insuring against any legal liability incurred in respect of injury, loss or damage to property belonging to or persons of third parties. Vendors should protect their expenditures against cancellation or curtailment of the event.

*The legal bit*

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**CANCELLATION and INABILITY TO TRADE**

A race day is deemed cancelled at the discretion of the Company, relevant governing body or Government mandate. The Company does not accept any liability for costs incurred or sustained as a result of cancellation. Vendors are viewed to have 'cancelled' if you cannot trade, cannot attend, are asked to cease trading, or are ejected from site.

Vendor cancellation will result in a full forfeit of your deposit. In the event of you being unable to attend, every endeavour will be made to re-let the space allocated. The cancelling vendor should find a suitable replacement ahead of time, to be confirmed with the Company. In the event of failure to do so, the original applicant vendor will remain liable for full payment of the pitch booked with the full deposit forfeited.

Race day cancellation will result in vendors being given the option for transferral of fee to another event later in the year, or upcoming season, or a full refund of any pitch fees paid.

**ADVERSE WEATHER CONDITIONS**

In the event of adverse weather, vendors must attend until the event is announced cancelled. It is understood that individual vendors will have differing needs which will be affected by adverse weather, therefore the Company reserves the right, at our absolute discretion, to allow vendors to leave or not attend on a case-by-case basis. As much notice of such intention should be given to the Company as possible. In the event of any weather conditions which would incur additional health and safety risks, it is the sole responsibility of the vendor to ensure you are compliant with the ratings of your structures and belongings, that you maintain adequate working conditions for your staff, and have made adequate preparations and have taken steps to minimise risk to all individuals on site. The Company reserves the right to cease trading if we deem vendors to be unsafe or noncompliant, and to issue directives based on dynamic risk assessment.

**ACCIDENT REPORTING**

All accidents or near accidents must be reported to staff in the Racecourse Office immediately. Upon assessment of any such accident a full report may be written by the Company, and where appropriate, an investigation of the accident area will take place. If any medical assistance is required, this will be provided by onsite Medics. Vendors must co-operate where required in any such undertakings.

**HEALTH AND SAFETY**

Under the terms of the Health and Safety at Work Act 1974, vendors have a responsibility to ensure, so far as is reasonably practicable, the health, safety and welfare of all employees and that any plant or systems of work which may be used are safe and without risk to health. This includes that all employees are provided with information, instruction, training and supervision to ensure not only their own health and safety but also that of those working or attending the vicinity.

All Vendors must adhere to the above health and safety regulations. All documentation and/or certification must be producible on request. Safety officers will be patrolling the site and we reserve the right to prohibit trading if vendors are deemed to be operating outside of these regulations.

## **FIRE and FIRE FIGHTING EQUIPMENT**

Vendors will be solely responsible for their own fire safety precautions and must ensure that adequate measures have been taken. Vendors must provide their own equipment such as fire extinguishers as required in line with current legal guidelines. Fire extinguishers will be available at certain points across site for use by Company-employed stewards, these extinguishers cannot be counted or considered in any vendor risk assessment or required provisions for vendors.

## **SECURITY**

The Company expressly declines responsibility for any loss or damage, which may befall the vendor or property of the vendor from any cause whatsoever. Vendors are warned not to leave their pitches unattended at any time whilst the site is open to the public, whether during the set-up, open or set down periods. In the event of loss or damage, vendors must immediately inform the Racecourse Office.

Vendors are made aware that the racecourse has public access outside of public opening times, and as such the Company advise you make your own arrangements to further secure your property. Vendors are welcome to leave their property overnight however this is completely at your own risk. Security will patrol the area 24 hours a day as a preventative measure.

## **CONSEQUENTIAL DAMAGE**

Vendors are solely responsible for any and all damage, loss or injury caused to or by persons or property on their pitch, their associates, agents or contractors employed. Vendors will be solely responsible for the safety of their pitches, its contents, and any machinery, which must be safeguarded to the satisfaction of the Company.

## **LIABILITY**

We will accept no liability to the vendor, their associates, agents or contractors as a result of any damage, loss or injury caused or sustained whilst trading at the racecourse.

## **RESERVATION OF RIGHT**

Acceptance of pitches are made subject to the Terms and Conditions shown in this contract. Where the Company determines that vendors have breached, not fulfilled or unsatisfactorily fulfilled these Terms and Conditions and/or presented fraudulent, dangerous, or deliberately misrepresented information before, during, or after the race day(s), the Company reserves the right to cancel this agreement with no notice or refund, refuse admission to site, refuse refund of deposit, apply charges we determine relative to any incident, or evict from site at any time. This is applicable to the vendor as well as their associates, agents or subcontractors. Furthermore, the Company reserves the right to forbid actions, prohibit and confiscate items not disclosed in this document with no notice, where we deem such actions/items to be malicious, dangerous, or against Company values. These decisions are made at the discretion of the Company and are final.

*Where noted, "WE", "THE COMPANY" refers to the Company, Cartmel Steeplechases (Holker) Ltd; "YOU", "YOUR", "VENDOR" refers to the Undersigned including their staff, associates, agents and contractors; "OUR" refers to the Company, Cartmel Racecourse and the Undersigned; "RACE MEETING" refers to the race days grouped by meeting, "RACE DAY" refers to the race day event individually; "GUEST" refers to any individual not employed by the Company who is onsite on a race day; "TRADE", "TRADING" refers to any act that benefits the vendor by way of the Company's guests.*

*Please answer the following in BLOCK CAPITALS:*

I, the Undersigned, agree to be bound by the above Terms and Conditions and enter into contract agreement with the Company, Cartmel Steeplechases (Holker) Ltd, as of the below given date. I confirm I fully understand the above Terms and Conditions, and accept them in their entirety.

FULL NAME:

DATE:

ON BEHALF OF:

POSITION IN COMPANY:

SIGNATURE:

FULL NAME: AMBER GILBERT-WHAITE

DATE: 01.11.23

ON BEHALF OF: CARTMEL STEEPLECHASES (HOLKER) LTD

POSITION IN COMPANY: EVENTS TEAM

SIGNATURE: *Amber Gilbert-Whaite*