



Terms & Conditions

1) Definitions and Interpretation

- 1.2) The 'Activity' means - trading or exhibiting at the Leeds Food and Drink Festival
- 1.3) The 'Licence Fee' means a sum which shall be agreed by the The Yorkshire Post Events Team and the Licensee at least 4 weeks prior to the commencement of the Licence Period
- 1.4) The 'Designated Hours' means 11am - 8pm on 28th & 29th June 2019 and 10am - 4pm on 30th June 2019
- 1.5) The 'Designated Space' means the area shown by an authorised officer of The Yorkshire Post (the agents of the team) for the purpose of the Activity or such other space as the JPI Media Events team may from time to time in its absolute discretion designate to the Licensee.
- 1.6) The 'Terms and Conditions' means the terms and conditions annexed to this Application form
- 1.7) In these terms and conditions the following words and expressions have the meanings given in clause 1
- 1.8) The expression 'JPI Media Events Team' includes any duly authorised officer servant agent and/or employee of the The Yorkshire Post
- 1.9) Where the Licensee under this licence for the time being comprises two or more persons obligations expressed or implied, to be made by that are deemed to be made by, or with the persons comprising that party jointly and severally.
- 1.10) Any covenant in the terms and conditions by the Licence not to do anything includes an obligations not to permit or suffer that thing to be done by any other person
- 2) The Licensee shall at all times comply with the directions of the Event manager from the JPI Media Events Team for the time being and/or the directions of the duly authorised employees agents and/or servants of the JPI Media Events Team
- 3) The Licensee shall indemnify the JPI Media Events Team in respect of all liability of whatsoever description, arising from the existence of the licence and the Licensee's presence and/or trade at or from the Designated Space
- 4) In the event of the breach of any of these terms and conditions the JPI Media Events Team may terminate this licence with immediate effect, by giving notice to the Licensee
- 5) The Licensee shall not use the Designated Space for any purposes other than the approved Activity
- 6) The Licensee shall not tout for custom or advertise by handbills or circular any articles, commodity or business whatsoever or importune any person to participate in the Activity in any way to the annoyance of any persons
- 7) The licence is personal to the Licensee and cannot be assigned or dealt with in any way whatsoever and the rights granted by this licence may only be exercised by the Licensee and the employees
- 8) The Licence must personally attend the Designated Space during operation



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- 9) The Licensee shall retain its copy of the license for inspection by an authorised officer of the JPI Media Events Team during the Licence Period
- 10) In exercising the rights granted by this licence shall exercise all due care and in particular shall not do anything which may or will cause danger or harm to members of the general public
- 11) The Licensee shall not bring any furniture equipment goods or chattels onto the Designated Space without prior consent of the JPI Media Events Team and the Licensee brings any furniture, equipment, goods or chattels onto the Designated Space at its own risk
- 12) The Licensee must keep the Designated Space clean and tidy and clear of rubbish and leave the Designated Space in a clean and tidy condition and free of all the Licensee's equipment, furniture, goods and chattels at the end of the Licence Period to the satisfaction of the JPI Media Events Team
- 13) The Licensee must not obstruct any areas of the Harbour and must not make any such areas dirty or untidy or leave any rubbish on them
- 14) The Licensee must not display any signs or notices at the Designated Space without the prior consent of the JPI Media Events Team
- 15) The Licensee must not use the Designated Space or any part of the Harbour in such a way as to cause any nuisance, annoyance, disturbance, damage, inconvenience or interference to the Designated Space or to the JPI Media Events Team or adjoining or neighbouring property, or to the owners occupiers or users of any adjoining and neighbouring property
- 16) The Licensee shall notify the JPI Media Events Team immediately of any event that might affect any insurance policy on or relating to the Designated Space and of any event against which the JPI Media Events Team has or may have insured. The Licensee shall comply with all conditions and endorsements referred to on any policy of insurance affecting the Designated Space
- 17) The Licensee shall take out public liability insurance with a reputable insurance company, approved by the JPI Media Events Team, for a minimum of 5 million public liability cover and if the staff are employed than 10 million Employers liability cover is required the Licensee shall provide the JPI Media Events Team with a copy of such policy and evidence of the payment of the last premium due under such policy
- 18) The Licensee must comply in all respects with the requirements of any statues to the designated space and/or the Activity and any other obligations so applicable imposed by law or bye-laws, including without prejudice to the generality of the foregoing any regulations imposed or directions issued by the trading standards department of the West Yorkshire County Council and/or any statues and/or laws relating to any items of equipment, chattels or articles used by the licensee in the Activity or brought onto the Designated Space and/or health and safety legislation
- 19) The Licensee must comply with any rules, regulations, bye-laws and direction which the JPI Media Events Team makes from time to time, governing the Licensee's use of the Designated Space and/or the Activity.



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- 20) The Licensee must not describe itself or hold itself out as being the agent of the JPI Media Events Team
- 21) The JPI Media Events Team gives no warranty that the Designated Space is legally or physically fit for activity
- 22) The JPI Media Events Team is not liable (except from its own negligence) for the death of or injury to the Licensee and/or customers or for damage to any property of theirs or for any other losses, claims, demands, actions, proceedings, damages, costs or expenses or any other liability incurred by them, in the exercise or purported exercise of the rights granted by this licence
- 23) All notices given by either party pursuant to this licence must be in writing and are sufficiently served if delivered by hand or sent by recorded delivery, to the other party at the address stated in this licence
- 24) If any provision of this licence or part of a provision is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal the other provisions or the rest of the provision shall remain in force
- 25) The Licensee will only be able to trade during the Designated Hours, Vehicles will not be admitted to the Harbour for Break Down purposes prior to this time, unless permission has been expressly granted by an authorised officer of the JPI Media Events Team/Council
- 26) Exhibitor smoking will not be allowed in the immediate vicinity of stalls
- 27) Anyone selling illegal, inappropriate or counterfeit items will be removed from the site and the relevant authorities informed.
- 28) Stall holders/traders selling food must provide food hygiene and safety certificates in advance of the festival, as well as having to be available for inspection at the festival
- 29) If your stall requires any powered appliances you must supply the relevant safety certificates for the equipment.
- 30) No Generators are permitted on site, if any other generator is present, the JPI Media Events Team will hold the right to dismiss you from trading

