



SHUTTLEWORTH 2024 AIRSHOWS & EVENTS CATERER TERMS & CONDITIONS

Definitions

- *Licensor:* Shuttleworth, Old Warden Park, Near Biggleswade, Bedfordshire, SG18 9EP
- *Licensee:* The person responsible for managing the application
- *Pitch:* Designated space for trading allocated to the licensee by the licensor
- *Terms of reference:* Shuttleworth = Richard Shuttleworth Trustees (a registered charity) as sole Trustee to the Richard Ormonde Shuttleworth Remembrance Trust (a registered charity) and its subsidiaries Old Warden Limited

General

- The licensee must provide and operate at his own expense the said catering provisions, all equipment and fuel necessary for the efficient running of the catering provision.
- The licensor cannot provide access to water or mains drainage facilities on site.
- It will be the responsibility of the licensee to provide suitable containers and to ensure frequent and adequate disposal of all rubbish and litter. Sites must be cleared of litter after each show and areas cleaned / re-instated before departure.
- The licence does not give exclusive selling rights at the event.
- If your application is accepted, you hereby agree that should inclement weather impair the movement of your units or vehicles and it becomes necessary for show operated vehicles to assist you (e.g. towing), no responsibility for damage to vehicles or units, however caused, will be accepted by the show or its organisers.
- The Licensor reserves the right to cancel any contract in the event of unforeseen circumstances rendering it desirable not to hold a show or in the event of the licensee not complying with the agreed Terms & Conditions.
- Caterers are strongly advised to obtain a copy of "National Guidance for Outdoor and Mobile Catering" published by The Chartered Institute of Environmental Health and available as a free download from their website: www.cieh.org/policy/resources/food-safety-integrity.

Trading

- No vehicles will be allowed on and off site for restocking purposes during event hours.
- Licensees must sell only those goods shown on their application form.
- The licensee shall prominently display a price list of all goods being sold.
- The licensor reserves the right to adjust and set prices on goods sold that are the same or similar to those sold at the on-site restaurant and catering pods.
- The trading name of the licensee (as shown on the application form) shall be clearly and prominently displayed at all times during trading.
- The trading unit is expected to be of and maintain a high standard. The organiser reserves the right to remove any untidy units.
- The licensee is responsible for the behaviour of any employees and will ensure they are suitably dressed at all times. Polite, efficient and speedy service is paramount throughout the whole period of the show.



Hours of Trading

- The hours of trading will vary per event.
- We ask that all catering units are fully operationally for the duration of the opening hours.
- Catering units cannot depart until at least half an hour at the Air Shows once visitor traffic has reduced.

Trading Location

- The trading location will be allocated according to the predetermined site plan designed by the Shuttleworth Trust.
- Location may be subject to change right up to the day of the event, depending on ground suitability.

Payment of Fees

- The licensee agrees and undertakes to pay the licensor the pitch fee per show as stated on the application form.
- Pitch fee includes access for one vehicle and three staff. The application for additional vehicles and staff must be in writing to the licensor.
- In the event of a cancellation by the licensee the licence fee will be forfeited.

Food Safety & Hygiene

- All catering and food retail outlets must follow good food hygiene and safety guidance and practices at all times. This will include having a current and up-to-date HACCP plan; effective management of allergens and a score of not less than 4 in their last EHO inspection.
- The licensee will need to produce a valid food hygiene certificate (and their star rating if obtained by their local council).
- Caterers are responsible for complying with legislation and regulations regarding the handling of foodstuffs. It is vital that all caterers ensure that all staff are adequately trained and all hygiene and safety procedures are followed. It is paramount that all caterers must show due diligence where food safety issues are concerned e.g. prevention of cross contamination, correct food temperature, handling of food.
- The licensee must complete and return a copy of the Food Safety Checklist with their application.
- The licensee must provide an ingredient list in case of food allergy or intolerances.
- Where alcoholic beverages are to be served the licensee must obtain the necessary Licence, forward a copy with their application and display the certificate at the point of sale area.

General Health & Safety

- All catering units and sites will be subject to a visit by the Show Health and Safety Officer.
- Relevant firefighting equipment must be provided relevant to the catering provisions and staff within the unit are to be adequately trained in the use of the same.
- An up to date first aid kit must be provided, to include washable (preferably blue coloured) plasters.
- The licensee must carry evidence of gas and electrical inspections within the previous 12 months and have this available for inspection.
- It is the responsibility of the licensee to confirm all associated equipment has a current PAT certificate and provide evidence to Shuttleworth.
- A full risk assessment for the catering unit must be supplied along all relevant Health & Safety Paperwork

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www.shuttleworth.org

Richard Shuttleworth Trustees (registered with the Charity Commission No. 1012224) as sole Trustee of The Richard Ormonde Shuttleworth Remembrance Trust (registered with the Charity Commission No. 307534) and its subsidiary Old Warden Limited



General Health & Safety (continued)

Generators

- All generators must be silent diesel. Shuttleworth cannot provide power to any catering units.
- An electrical safety plan for all generators must be produced as part of catering risk assessments.
- Generators must be sited away from the public and protected by a barrier or protective cage on firm ground.

LPG (Liquefied Petroleum Gas)

- Catering units that need to utilise LPG (Liquefied Petroleum Gas) must inform the licensor of this intention on their application form. Suitable signs indicating CAUTION and HIGHLY FLAMMABLE should be displayed.
- Where practicable fixed piping should be used to connect LPG Cylinder to the point of use and the cylinders must be suitably secured within a metal cage. If flexible tubing is used it must comply with recognised British Standards. Under no circumstances are jubilee clips to be used. Please ensure that tubing is secured by crimper clips only.
- The LPG bottle / container should be kept upright at all times and never be stored in depressions in the ground. (Remember gas is heavier than air and collects in the lowest area).
- Valves must be turned off when the engine is not running.
- Oxyacetylene cylinders are completely banned, whether on site or in the car park / camping area. Anyone found to have such a cylinder will be ordered to remove it and not be able to participate in the show until this has been done.

Liability

- Nothing in this agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from the negligent act of one party or for liability for any fraudulent misrepresentation by a party to this agreement or for any other exclusion or limitation of liability precluded by law.
- The licensee hereby indemnifies and shall keep indemnified Shuttleworth jointly and severally from and against all costs, claims, damages, liabilities and expenses (including all legal fees) arising out of or in connection with any:
 - Actual or threatened claim made against Shuttleworth in respect of any death of or personal injury to any individual resulting from the provision of the Services and/or any breach of this Agreement by the Contractor; or
 - Damage to Shuttleworth grounds and/or any third party's premises and/or property resulting from the provision of the services and/or the any breach of this agreement by the contractor.
- The liability of Shuttleworth to the licensee for direct loss in contract, tort, negligence or otherwise arising out of or in connection with this agreement shall be limited for each incident or series of incidents to the amount of the fees, provided that in no circumstances shall Shuttleworth be liable to the licensee, whether in contract, tort, negligence, breach of statutory duty or otherwise in respect of any loss of profits, revenue, goodwill, business opportunity or any indirect, consequential, financial or economic loss or damage costs or expenses whatsoever howsoever arising out of or in connection with this agreement even if Shuttleworth has been advised of the likelihood of any of the aforesaid occurring.
- The licensee shall maintain in force Public Liability insurance for a minimum of £5 million with a reputable insurance company, to cover its liabilities under this agreement. A copy of the policy certificate is to be included with the application.
- Any licensee employing staff must have Employers' Liability Insurance. Where the licensee does not have Employer's Liability cover because they rely on volunteers or self-employed persons, they must have Public Liability cover.

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