



rose of tra lee

INTERNATIONAL FESTIVAL
AUGUST 19TH - AUGUST 23RD 2022

Details	2022 Trading dates & times
Application open	Monday 4 th July 2022
Application & documentation deadline & 20% deposits per stall size due	C.O.B Friday 15 th July 2022
Successful Applicants contacted by	C.O.B Friday 22 nd July 2022
All Fees due:	C.O.B Friday 29 th July 2022
Set up Stall	Thursday 18 th August between 7pm & 9pm <u>Or by prior agreement by management.</u>
Trading Hours	Friday 19 th August to Tuesday 23 rd August 2022 The Mall/Denny St: 9am – 9pm The Square/Central Plaza 9am- 6pm The Park 9am – 6pm
Dismantle	Tuesday August 23 rd , 2022 <u>The Mall/Denny St - Gone by 10pm</u> <u>The Square/Central Plaza - Gone by 7pm</u> <u>The Park – Gone by 7pm.</u>

- * **All stalls are expected to operate until the completion of the 5 day license.**
- * **Vehicles left illegally parked will be either towed or dollyed**
- * **Vans MUST vacate by 9am each morning**
- * **Traders are not permitted to occupy disabled parking spaces during set up or breakdown.**

2: Fees applicable: Per metre squared – example below is for a standard 3m*3m marquee.

5 Day License:
HANDMADE CRAFTS MADE BY SELLER (manufactured retail excluded):
Fee for 3m x 3m 5 Day = €700 (Ex VAT) THE MALL & DENNY ST: HOT/COLD FOODS & BEVERAGES & MANUFACTURED RETAIL:
Deposit for all stalls is €100 on top of full fee + 23% VAT.
Fee for: 3m x 3m 5 Day 9am to 9pm = €1100 (Ex VAT)
THE PARK: Please note reduced trading hours : 9am – 6pm
Fee for 3m x 3m 5 Day = €750 (Ex VAT)

- **Vat @ 23%** is applied on fees once offer is made.

- **All traders will be charged according to their stall size in meterage. I.E. If you have a 4.5m x 4.5m you will be charged according to this on the above rates per meter squared.**
- A refundable deposit of €100 is added to full stall size fees. The deposit will be held as a **bond only** by the Rose Festival before the festival and returned at the end of the contract.
- **Money orders/Postal Orders will not be accepted.**
- ****EXCLUDES Electrical fee for power consumption**** (See **4e** below)

2. Selection Process: Selection of stalls is based on the information you provide to us and factors we take into consideration when selecting Stalls for the Rose of Tralee to include:

- Quality and attractiveness of your stall
- Overall diversity and variety of stalls for our patrons
- Locally designed and made products
- Information and required paperwork supplied with application.

Please include a thorough and detailed description of your Stall, products and previous festival experience trading with us.

All applications should include photos, intended layout and additional information to help them continue through the application process.

Some applications may not be accepted mainly for reasons of duplication and limited numbers.

Non-acceptance is not a reflection on the Stall or Stallholder's quality.

All applicants will be notified by email no later than close of business on Friday 22nd July 2022. If successful, full payment must be made before final confirmation and stall registration is complete.

Please note: *The selection of Stalls is at the absolute and sole discretion of The Rose of Tralee Festival management and all decisions are final. No further correspondence will be entered with unsuccessful applicants.*

4. Stall Locations (Note: You must supply your own stall/pagoda/marquee, tables etc.)

Locations available for 2022 are as follows:

Denny St, The Mall, Central Plaza & The Square trading 9am – 9pm

The Park(reduced hours 9am-6pm).

Locations will be decided by the Festival Management in consultation with Tralee Municipal District Management.

However, in the application below you can request a specific area or trader you would like to trade beside which will be taken into consideration.

a. Stall Dimension - Stall Dimension is limited to 3m x 3m, or 6m x 3m.

NB If you request and pay for a 3x3m stall this does not mean you can fit in an additional marquee behind your stall for storage or stall space extension. A 3x3m stall is a 3x3m stall space only. All stalls are charged on a per square metre basis. Please have your dimensions correct as that will be the space you will be allocated in the Market.

b. Visual Appearance - A colorful decoration with friendly atmosphere in a manner that compliments the festival and reflects the products on sale is encouraged. Clear signage with your business name is required for all stalls.

The stall must always be clean and presentable .

c. Boundaries of the nominated site must be observed, and goods, equipment and supplies are to be displayed within this area. It is not acceptable to encroach onto the walkways with products. All racks, umbrellas and tables must be part of or attached to the actual stall structure and must not impact the pedestrian thoroughfare or impede on the neighbouring stalls boundaries.

Health and Safety

Traders must:

- Comply with all fire regulations.
- Ensure all materials used in construction and decoration of your unit/set up are flame retardant.
- Have a first aid kit available at all times.
- Be aware that Fire Safety officials will close stalls that do not comply, without exception. Please ensure your fire extinguisher(s) are approved, in date and sealed.
- Be aware that no refunds will be given to stalls closed by Safety Officer
- Be aware that no candles or petrol generators are allowed.
- Comply with all emergency health and safety requests from the Festival, event controller, site medical staff, site safety officer and fire officer.

Food Traders Must:

- Comply with all Environmental Health Office regulations.
- Have the specifically relevant fire extinguisher on their stall and a fire blanket also. Fire Safety officials will close stalls that do not comply, without exception.
- Have a list of ingredients in English and a best before date clearly marked on all pre-packed food.
- Be aware of the current Irish food waste legislation. All food waste MUST be disposed of separately to general waste – specific bins will be provided onsite. This is a council directive and they will be imposing fines on individuals who do not comply.
- Use Fair Trade products where applicable i.e. Coffee/Tea/Sugar
- Ensure all meats are traceable and Irish where applicable.
- Make themselves aware of the Food Hygiene Legislation such as statutory temperature controls in selling, displaying and transporting foods, best before dates, correct labelling in English/Irish.
- Not sell any type of foods other than those for which they have registered and have applied to sell.
- Ensure level of quality and freshness of goods for sale is ensured.

Be aware that all Gas units will be subject to a Gas Soundness Test on site. An Independent contractor may carry out this test and this is charged to you as an extra cost. The cost of any necessary repair work required in order to pass this test will also be charged to you.

Electricity

- You are not permitted to use your own generators onsite unless by prior arrangement with Rose of Tralee Festival. Power requirements are to be indicated on your application form and will be charged accordingly.
- No 13amp or domestic plugs will be allowed.
- Traders with electrical requirements will need to supply their own extension lead (20 meters minimum) suitable for outdoor use and must indicate their exact electrical needs on application. There is no flexibility re electrical supply.
- You will only be supplied with one connection on the distribution board. You must have an internal distribution board if you need to split this supply.
- No trailing cables will be allowed on site as this is a public space. All cables must be put out of access to public and securely tied up to prevent any connections with public.

Rose of Tralee Festival takes no responsibility for electrical supply on site or power cuts.

Rose of Tralee Festival will work with all traders on site to achieve the above requirements.

Electricity supply cable runs to the generators must be supplied by the Market stall holder themselves.

All stalls are asked to keep the consumption to the absolute minimum. Our Electrical Contractors will take random meter readings over the run. Your estimated consumption and fee will be advised prior to Tuesday 23rd and must be paid before breakdown on the 23rd.

d. Electrical equipment - The Stall holder will provide their own lights, leads and power boards fitted with circuit breakers; the equipment must be water resistant, named and maintained above ground. All lights, plugs and sockets must be in safe working order and **all leads are tested, dated and tagged by a registered electrician**. Any damage caused by electrical over-consumption/overload or misuse will attract penalties or forfeiture of bond. (Note: The Festival electrician will not repair faulty stall equipment).

5. Site Restrictions

- Stalls must ensure a safe work environment as per Irish Safety regulations
- Stall holders are personally responsible for any damage caused by them, the staff or the property on site
- Stallholders take direction from the Stalls Manager and Council Officers
- Kerry Rose Festival, Council Officers, security and the Gardai reserve the right to inspect Stall premises at any time and request presentation of all relevant documentation
- Kerry Rose Festival Ltd will not be liable for damages what-so-ever that is the result of implied or expressed breaches or mal-practice of any level of Government Authority or Festival rules
- No vehicle access allowed during Festival Hours
- No deliveries by truck or forklift
- Do not drive faster than walking pace
- No amplified music
- No pets or livestock
- No alcohol, glass or aggressive behavior is permitted within your stall.

Waste Management - Reduce, Reuse, Recycle

Traders must:

- Ensure all packaging and consumables involved in the serving of food including cutlery, cups, napkins and food containers are Biodegradable. **No polystyrene is allowed onsite.**
- Be responsible for keeping your designated area rubbish free during the event and ensuring that all rubbish is disposed of properly before leaving the site.
- Take all rubbish generated by their unit away with them. This includes pallets, oil containers or any other waste. Traders must also take responsibility for any litter in the area caused by products they have sold.
- Note that the Plastic Bag Levy is applicable. The current levy is 22 cent, more info can be found here: <http://www.environ.ie/en/Environment/Waste/PlasticBags/>

The Rose of Tralee International Festival is a **GLASS FREE** Zone.

- Only biodegradable paper or cloth carry bags are to be used
- No rubbish is to be left at the stall after Final pack- up.

Any rubbish left on site or damage to the stall or equipment provided will immediately forfeit the returnable deposit. This is a waste-wise event and the festival site is a disposable plastic bag free zone

8. Requirements

Documentation

Traders must:

- Email up to date copies of all documentation to Rose of Tralee Festival at the time of application.
- Have your Insurance certificate, both employers and public liability, within your unit at all times.
- Have PAT & RECI certification where relevant.
- Have EHO registration certificate where relevant.
- Have a Fire certificate for any marquee or structure which will be used for your set up.

a. Insurance

All traders must carry their own Public and Product Liability Insurance to a value of not less than €6.5 million respectively. All traders must also carry employer's liability for €13 million.

Please ensure Kerry Rose Festival Ltd. AND Kerry County Council are indemnified on your policy. A copy of same must be provided to The Market Manager on your application.

b. Requirement There is a legal obligation on Kerry County Council and Kerry Rose Festival Ltd as their agents to forward information regarding traders to the Department of Social Welfare and the Revenue Commissioners e.g. Name, Address, PPS/Co. Tax No. including a copy of your Tax Clearance Certificate.

9. Safety: Appointed patrol officers (Minimum of two) will patrol the stalls 24 hours a day from 10pm Thursday 18th of August until 10pm Tuesday 23rd of August.

Stall holders MUST take stock/equipment each night. All Pagodas, Awnings, Marquees can be left in place once they can be completely closed and secured.

10. While all reasonable effort is made to secure the site, the organisers take no responsibility for loss or damage to any person or goods whether that loss, damage or injury arises from the negligence, staff or agents of Kerry Rose Festival Ltd.

11. Deposits: Deposits are required from all stalls. Deposit of €100 is applicable on all stalls and will be added to the full stall fees for your applicable stall size.

DO NOT presume a pitch will be available if you have not been accepted to trade by Festival Management.

At the conclusion of the festival the Site Manager will inspect the stall areas and provide a report indicating the release/withhold of the bond. Bonds will be returned soon after the festival. Any forfeiture of bond or deducted fines will be explained in writing.

12. Communication: Stall holders are required to maintain a permanent and reliable communication with the Festival Stall Manager. Delayed response to urgent matters may cause cancellation from the stall holders list.

13. Invoicing: Tax invoices including VAT will be issued by Kerry Rose Festival Ltd for payment and will be sent to you via email. Receipt of payment, if required, will be supplied once you commence trading.

14. Cancellation Any cancellations by stall holders :

a. From acceptance email date and **Friday 22nd July 2022** will result in the security deposit being retained in full.

b. After **July 29th 2022** will result in forfeiture of the security deposit and additional 50% of the total site fee. If a stallholder is unable, due to weather or any other force majeure event, to conduct and operate their stalls, Kerry Rose Festival Ltd has no liability or obligation to refund their deposit or stall fees.

However, if the Trader or Festival can find a suitable replacement for the cancellation slot then monies will be returned to the Trader who is unable to attend.

15. Termination: In case Stall holders breach this agreement in any way, Kerry Rose Festival reserves the right to terminate this agreement forthwith and take possession of the stall area without notice to you.

16. Vendor fire / safety guidelines

Please ensure that you read the Terms and Conditions carefully and note you must comply with them all (where applicable) in order to trade at any of our events.

On Site

Event management reserves the right not to confirm trade space until completed application form, including payment in full and all requested documentation has been received and approved.

Traders must:

- Load in and out within the allocated time slots as set down by Rose of Tralee Festival. No storage vehicles will be allowed on the street area once the event is in progress. If there is a requirement for any load in once event is in progress it must be agreed with Festival Event Management prior to event.
- Not attempt to set up or trade at any other location other than your designated agreed pitch. Traders are to stay for at least the core opening hours and must shut down as per the agreed trading hours. All traders must observe these hours.

- All traders must secure their structures and note that the ground will be hardstanding. Festival management takes no responsibility for any damage to units caused by adverse weather conditions.
- All Vendors must cooperate fully with all officials, festival staff and security. Note that the Festival Management Team takes no responsibility for trading levels during event. There are no guarantees.
- No use of sound systems on their stalls unless authorised by festival official.
- No extension past the given frontage line or total footprint agreed on application.
- Keep vehicle movement to a minimum on site. A member of staff will inform you of the driving routes. Any vehicles without the correct authorisation will be removed.
- Be aware that deliveries are the responsibility of the trader. Deliveries come on site at their own risk and traders must consult with the Festival Management Team as to what the procedure is for deliveries for the specific event.
- Be aware that the Festival Management Team reserves the right to eject any individual from the site.

Stalls must close strictly at the time given. Lack of co-operation will eliminate you from being considered for further participation at The Rose of Tralee Festival.

The Rose of Tralee Festival reserves the right to cancel any bookings or refuse the right to trade to any traders.

The Rose of Tralee Festival will designate each trader their trading location and this is non-negotiable.

Traders are responsible for any damage inflicted upon the designated site, its trees, its furniture, its grass and its paving and any/ all fixtures and fittings within the site.

Fire/Gas Regulations for Traders

- No petrol generators will be allowed on the designated site area.
- Diesel fuelled generators shall be located so that the exhaust fumes do not cause a nuisance and should be supervised at all times.
- Traders must remove rubbish on a regular basis to eliminate potential fire hazards.
- **Non-Cooking Units** must have 1 x 4kg dry powder extinguisher and 1 x 2kg CO2 fire extinguisher
- **Hot Food Units** must have 1 x 2kg dry powder extinguisher and 1 x 1m² light duty fire blanket.
- **Deep Fat Frying** units must have 6 litre wet chemical extinguisher, 2 x 2 kg ABC dry powder fire extinguisher, 1 x 2kg CO2 fire extinguisher and a 1.8m² heavy duty fire blanket. Deep fat frying with gas requires a Class F fire extinguisher
- Catering units using gas must be situated at least 3m away from all other units on all sides.
- All gas piping must be hard metal piping (not copper). No more than 1m of rubber hose will be allowed per appliance. There should be an Emergency shut off by cooking unit and external gas supply (2 shut offs ball valve per cooking apparatus)
- All gas bottles must be caged and outside of the unit. In the case of a food units, bottles must be 3m away from the unit.
- Should caterers use liquid petroleum gas (LPG), it must be kept out of reach of the public and must be stored and handled in accordance with current regulations. Storage of LPG at each catering unit must not exceed 200kg.
- All escape routes are to be kept unobstructed.
- Caterers must follow any instructions given by the Fire Services, the Site Fire Warden (or his/her deputy) and the Event Safety Officer (or his/her deputy).
- Smoking in or around the catering unit is prohibited.
- Portable gas and liquid fuel heaters are prohibited.
- You are required to familiarise yourself with the location of the First-Aid points and the Emergency Access/Egress routes.
- In the event of a fire, raise the alarm and ask the public to stand away. If it is safe to do so, attack the fire using the nearest suitable equipment. If danger threatens, stand away from the fire.
- Cert to be issued for installation per IS 820 which covers all gas components, appliances and fittings