



KEY TERMS - FOOD CONCESSIONS AT ASSEMBLY FESTIVAL 2019

The contract will be with Assembly Festival Ltd, and all documentation required must be returned prior to arriving on site.

2019 Dates:

Jazz Festival Runs from Friday 12th July – Sunday 21st July

Assembly Food Festival Runs from the 24th July until 28th July

Assembly Festival (Fringe) runs from the 31st July to 26th August 2019 and you will be expected to trade every day over that period.

George Square Gardens operating hours (during Fringe) are:

Monday to Thursday 10am to 1am

Friday & Saturday 10am to 3am

Sunday 10am to 1am

The VIP Club Bar and Studio Bar, located in the SE corner of GS will operate until 5am and there may be passing trade between the Gardens Entry and 50 George Square until this time.

Financial commission – rental fee:

18.5% commission plus VAT on the gross turnover for any sales.

You will be required to provide weekly sales figures to Operations Director – Nik Whybrew, or a member of the Assembly Finance team as appropriate.

Included in the rental fee:

Assembly will provide suitable electric power to the point of connection to your unit, provided you have suitable electrical certification, and the installation satisfies our onsite electricians.

Waste facilities will be provided but it is your responsibility to ensure correct recycling protocols in line with Scottish regulations. We will not allow any non-recyclable products to be used onsite and will enforce this – we can recommend a local supplier if required.

Access to water and drainage will be provided whilst the Concession is located onsite, as necessary with regards a fair usage policy.

There will be 24 hour security in the area, though we will not take responsibility for any loss or damage caused whilst on site.

All costs associated with any required road closures, land rental fees and local Council licensing costs.

Parking

All catering trailers or food trucks will be covered as part of the site plan after discussion, but any support vehicles will not. The parking dispensation system in Edinburgh has a fee associated and will apply to any requested dispensations – these can be obtained through Assembly Festival but cannot be guaranteed. Vendors will be responsible for obtaining a permit if required and ensuring the correct vehicles are permitted as there are strict parking regulations across Edinburgh. A road closure will be put in place along the north end of George Square, meaning it will be pedestrian access only from 10am in the morning until 3am the following morning, but will mean deliveries are strictly prohibited from 10am and no vehicle access will be granted.

Health & Safety

The concession agrees to ensure that all staff have received relevant training and the required food safety certificates and measures are in place. All operators will be checked by the EHO from the local council and as such we will require copies or evidence of the following from each trader, as well as an agreement to operate with our terms and conditions:



- Public and Employers Liability Insurance
- Local Authority Registration Certificate (or details of authority registered with)
- Risk assessment specific to the operation
- Food Hygiene Certificates
- Corgi Gas Certificate for any gas equipment
- Electrical Safety Certificate for unit
- All equipment to have been PAT tested if required
- Food Management System and HACCP details

Insurance:

The Contractor shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement at the time of operation.

The Concession shall insure the operation and unit for such sums as shall be reasonable, and the Concession hereby indemnifies Assembly against all acts or defaults of the Concession, his staff, agents, or employees resulting in damage to the general public with a limit of indemnity of not less than £1,000,000.

Additional information:

In addition the Concession must agree to the following:

- a) Comply with all trading requirements as agreed and signed alongside the contract.
- b) That no alteration shall be made to the Site without the consent of Assembly.
- c) That the Concession adheres to all licensing laws relating to food and drink preparation in Scotland and documentation of the correct food hygiene certificates are provided to Assembly prior to arrival on site.
- d) That no animals shall be brought onto the site.
- e) The Concession agrees to assess all Risks and Hazards around their footprint and follow the Health and Safety Risk Assessment presented by Assembly and laid out in Schedule A. It is the responsibility of the Concession to minimise risk.
- f) All Portable Appliances must have up to date PAT Testing tags and no un-tagged items will be permitted on site.
- g) That all back of house facility will be kept out of sight of the public in an area that is suitably dressed to match either the concession or the site.
- h) That no strangers, visitors or any persons not actively involved with the sale of food and drink shall be admitted onto the site during off hours without previous notice to Assembly.
- i) That it is their responsibility to manage any waste or recycling generated within or near their concession and that the disposal of that waste is dealt with in a timely manner. Repeated failure to do so and Assembly reserves the right to fine the Concession. Recycling and waste is to be dealt with as per the documentation provided by Assembly.
- j) We operate a clean water site, and adhere to strict regulations with regards the disposal of our grey water. There must be no oil or food waste disposed of in the drains around the site and offenders will have their contracts revoked. However, it is understood that it is impossible to completely remove small amounts of food waste from grey water and a grease trap is installed as part of the drainage system. The maintenance of this is the responsibility of Assembly and all operators at George Square. At times there may be a request for assistance with the cleaning of this as part of a fair usage policy.
- k) All front of house publicity will require to be approved by Assembly and in particular no bills should be posted without the consent of Assembly.
- l) That no vehicles may be left unattended in either of the walkways beside the site and access is only permitted for loading and unloading, and may be removed if deemed to be a hazard.

Assembly shall not be responsible for the safe custody of the Concession's property or the property of the members of his company or for its loss or damage by fire, theft or other cause.