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DTI Food Vendor Terms 2027 - Version 0.1

DTI Food Vendor Terms and Conditions 2027

Thank you for expressing interest in being a food vendor at Dreaming The Impossible (DTI). Please read the following information and terms before completing your application form.

We will be in contact with further information upon receiving your application.

Many thanks, DTI Operations Team

What is DTI?

DTI is an annual Christian youth gathering for young people aged 12-18 from churches and youth organisations everywhere. It is open to all streams, networks and denominations and is run by Vineyard Churches UK and Ireland (VCUKI).

Terms and Conditions for Vendors

1.0 Definitions

1.1 “Booking Fee” means the non-refundable administrative fee charged by VCUKI to you to secure your Pitch.

1.2 “Booking Form” means the VCUKI-issued application form completed by the Vendor to apply for a Pitch.

1.3 “DTI” means the VCUKI youth ministry and Summer festival ‘Dreaming The Impossible’. The DTI Operations Team can be contacted by emailing hello@dreamingtheimpossible.org.uk or calling 0115 988 7067.

1.4 “Event” means the DTI Summer festival.

1.5 “Pitch” means a designated space at the Event allocated to a Vendor to trade to the public.

1.6 “Pitch Fee” means the amount charged by VCUKI to the Vendor for the Event trading rights granted under this agreement, based on a percentage of gross takings.

1.7 “POS” means point of sale, including all systems and hardware used to process cash and card transactions by Vendors in the purchase of goods at the Event.

1.8 “Vendor” means any company, organisation and/or person ordering trading space at the Event, including their staff, contractors, and volunteers.

1.9 “VCUKI” means Vineyard Churches UK & Ireland a Charitable Company limited by guarantee registered in England and Wales under Company No.04839046. Charity Registration No. 1099748 whose registered address is at Unit 8, K3 Business Park, 200 Clough Road, Hull, HU5 1SW.

1.10 “We”, “Our” and “Us” means VCUKI.

1.11 “Written” and “writing” as those terms are used in this agreement shall include communication sent by email.

1.12 “You" and “Your” means the Vendor making the trading space order.

2.0 Vendor Application

2.1 Vendors who are interested in applying for a Pitch at DTI must complete the Booking Form by the 30th June 2027.

2.2 All applications will be reviewed by the DTI Operations Team, and Vendors will be informed if their application has been successful within two (2) weeks of their initial application.

3.0 Payments and Charges

3.1 Booking Fee

3.1.1 The Booking Fee is to be paid by you within thirty (30) days of your Pitch application being accepted. Your Pitch will not be secured until the Booking Fee is paid in full. The Booking Fee for 2027 is £315.00 per Pitch allocated.

3.2 Pitch Fee

3.2.1 A standard Pitch Fee of fifteen per cent (15%) of your gross takings at the Event will be charged by VCUKI as the fee for your Pitch.

3.3 Reporting

3.3.1 Within fourteen (14) days of the Event end, you are required to submit to VCUKI accurate daily sales reports generated from the named POS system listed on your Booking Form, unless agreed otherwise in writing. These reports should detail all transactions taken by you on each day of trading at the Event. VCUKI will then invoice you within thirty (30) days of receipt of your POS sales report for the agreed Pitch Fee.

3.4 Failure to Report

3.4.1 The Vendor acknowledges that failure to submit accurate POS sales reports within the fourteen (14) day period prevents VCUKI from calculating the exact Pitch Fee. In such an event,

VCUKI reserves the right to charge a Default Pitch Fee of £2,500 per Pitch allocated (less any Booking Fees already received). The parties agree that this figure represents a genuine, proportionate, and reasonable pre-estimate of the average 15% Pitch Fee that would have been due.

3.5 Invoice Terms

3.5.1 All invoices are due in full within thirty (30) days of the date of the invoice being issued. If the invoice is not paid within 30 days, VCUKI reserves the right to charge interest on the invoice at the statutory rate (currently 8% plus the Bank of England base rate) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Invoices can be paid by bank transfer to Vineyard Churches UK & Ireland using the details provided on the invoice. Please use the invoice number as your payment reference.

4.0 Cancellation by Vendor

4.1 In the event of cancellation by the Vendor at any time following acceptance of the booking, the Booking Fee shall be strictly non-refundable.

5.0 Event Cancellation

5.1 VCUKI may, in its own discretion, cancel or postpone the DTI Event at any time due to circumstances beyond its reasonable control, safety considerations, or operational necessity.

5.2 If the Event is postponed, you will be offered the opportunity to reserve your Pitch booking for the rearranged dates for the Booking Fee already paid; no other charges will be due. If you are unable to attend the new Event dates, we will issue you with a full refund of the Booking Fee.

5.3 If the Event is cancelled by VCUKI, you will be issued with a full refund of your Booking Fee.

5.4 The refund of the Booking Fee under this Clause 5 shall be the Vendor's sole and exclusive remedy. VCUKI shall have no liability whatsoever for any travel, accommodation, stock, perishable goods, staffing, or other direct, indirect, or consequential losses incurred by the Vendor.

6.0 On-site

6.1 Site Allocation and Set-up

6.1.1 The DTI Operations Team and their designated representatives are solely responsible for the allocation of Pitch sites.

6.1.2 You are responsible for the delivery, erection, staffing, dismantling, and removal of your trading unit/stall and any materials associated with it.

6.1.3 The safety of the Pitch area is the sole responsibility of the Vendor.

6.2 Site Access

6.2.1 Access to the site is from 09:00 hrs on Thursday 29th July 2027 before the festival opens, unless previously agreed otherwise. All Vendors must be fully set up by 12:00 noon on Friday 30th July 2027. This is so your premises are ready and available for inspection by the appointed representatives of VCUKI/DTI Operations Team and the appointed officers of the local authority, fire, and police services (if required).

6.2.2 Please include your proposed arrival/departure dates/times on your Booking Form. Whilst we will make every effort to accommodate your timings, VCUKI and the DTI Operations Team reserve the right to restrict entry, exit, and vehicle movements in line with festival regulations.

6.2.3 We will allow one vehicle per food Vendor to be parked next to your trailer where this is for the purposes of storage or refrigeration. A site pass will be issued for this purpose. Vehicle access will be permitted in accordance with Clause 7.0.

6.3 Site and Pitch Care (Including Waste & FOG Disposal)

6.3.1 Care should be taken not to cause any damage or change to the site, or to any fittings, equipment, or property belonging to the site or VCUKI. You shall pay for any damage caused by you or your staff.

6.3.2 You shall ensure that your designated Pitch has been left tidy and in good order. Any cost for cleaning your site will be charged to you.

6.3.3 Fats, Oils, and Grease (FOG) & Wastewater: Vendors are strictly prohibited from pouring cooking oils, fats, grease, or contaminated wastewater onto the grass, into natural watercourses, or down standard site drains. All FOG and wastewater must be collected in appropriate containers and removed from the site by the Vendor or disposed of strictly in designated on-site disposal tanks if provided by VCUKI.

6.4 Pitch Set Down and Egress

6.4.1 No units/stalls are to be dismantled or packed away until 23:30 hrs on Tuesday 3rd August 2027 unless previously agreed otherwise.

6.4.2 Vendors and their units/stalls must be offsite before 12:00 noon on Wednesday 4th August 2027.

7.0 Vehicle Access to the Event

7.1 Vendors will be able to drive on-site to the food court (located in front of the Bingley Hall) up until 11:30 hrs on Friday 30th July 2027.

7.2 After 11:30 hrs on Friday 30th July 2027, any additional, unauthorised vehicles are to be moved to the car park across the road. Vendors will be given access to parking spaces at the front of the car park to ensure ease of access offsite for supplies throughout the event.

7.3 DTI aims to limit vehicle movement around the site for delegate safety and asks that vehicles are only moved where necessary. DTI operates a strictly enforced 10-mph speed limit across the site.

8.0 Trading Hours

8.1 Hours of trading on site are as follows (stands must be open within these times):

- Saturday, Sunday, Monday, and Tuesday: 08:00 - 11:00* / 13:00 - 19:00 / 21:00 - 23:30
- Friday: 12:00 - 19:00 / 21:00 - 23:30
- *(For vendors selling non-breakfast items, we do not expect you to open during the 08:00 - 11:00 window).

9.0 Accommodation

9.1 Vendors will be responsible for providing accommodation for staff whilst at the Event.

9.2 We offer free camping spaces to all Vendors and their staff whilst on-site in a designated area. Food vendors can stay off-site if they would prefer.

9.3 VCUKI accepts no liability for items lost or stolen whilst camping on the event site.

9.4 Vendors and team members without appropriate Disclosure and Barring Service (DBS) checks in place will be refused entry to the site. See Clause 15.0.

10.0 Site Passes

10.1 The number of passes available for your crew will be agreed in advance and shown on your application/confirmation sheet.

10.2 We will provide each Vendor and their staff with wristbands that will act as site passes throughout the Event. Wristbands must be worn on site at all times and shown to Site Stewards at the gates to enable access and exit.

10.3 Vendors must submit staff names and a contact number to DTI before arrival on site. These details will be stored securely and used only in case of an emergency or safeguarding requirement.

10.4 VCUKI retains the right, in its absolute discretion, to refuse anyone access to the Event.

11.0 Accessibility

11.1 DTI aims to be as accessible as possible to all Event attendees. Where possible, please make sure your unit/stall is accessible for people with additional needs, including having lowered counter options or clear signage for wheelchair users and those with impaired sight and hearing.

12.0 Product Sales

12.1 You agree to only sell the approved menu of items as listed on your application form. This menu must be agreed with DTI prior to the event. Any major deviations must be approved in writing.

12.2 You are strictly prohibited from supplying (for purchase or gift) items including drugs, alcohol, herbal highs (including Nitrous Oxide), tobacco products, vapes, tin foil barbeques, kites, or any form of flammable equipment/fireworks.

12.3 We reserve the right to ask anyone in breach of these terms to close their unit and leave the site immediately; any fees already paid will be forfeited.

13.0 Environment and Sustainability

13.1 DTI aims to minimise its environmental impact. DTI mandates that only biodegradable paper, card, corn-starch, and wooden disposable plates, cups, and cutlery are used for the serving of food and drink at the Event. Single-use plastics (including polystyrene clamshells and plastic straws) are not permitted. This is to reduce the amount of waste produced and maximise the composting potential of the Event.

14.0 Health, Safety, and Food Certification

14.1 It is the sole responsibility of the Vendor to ensure that all their health, safety, and food safety documentation is current and compliant with UK law.

<u>14.2 Required Documentation</u>

14.2.1 We will ask to see the required documents ahead of you arriving on-site. These include:

- Proof of Public Liability Insurance;
- Proof of Employer's Liability Insurance;
- Local Authority Food Business Registration details;
- Proof of your most recent Food Hygiene Rating;
- A copy of your site-specific Risk Assessment;

14.3 Statutory Compliance

14.3.1 Vendors must ensure that all working practices comply with current legislation, including but not limited to:

- The Health and Safety at Work etc. Act 1974 and the Management of Health and Safety at Work Regulations 1999;
- The Food Safety Act 1990 and the Food Safety and Hygiene (England) Regulations 2013;
- The Food Information (Amendment) (England) Regulations 2019 ("Natasha's Law") regarding allergen labelling for Pre-Packed for Direct Sale (PPDS) foods. An allergen matrix must be available at the point of sale;
- The Provision and Use of Work Equipment Regulations 1998 (PUWER);
- The Gas Safety (Installation and Use) Regulations 1998 (if using LPG);
- The Dangerous Substances and Explosive Atmospheres Regulations 2002 (DSEAR) regarding the storage and usage of highly flammable liquids and gases. 14.4 The safety of your unit/stall, your staff, volunteers, and members of the public visiting your unit is your responsibility. Failure to supply required compliance documents may result in the termination of your booking.

14.4 Warranties

14.4.1 The Vendor warrants that any electrical equipment brought on-site is safe and has been subject to Portable Appliance Testing (PAT) where appropriate, and that any promotional banners, drapes, or structures comply with standard fire-retardancy regulations.

14.5 Non-Compliance

14.5.1 Failure to submit compliant documentation by the deadline, or failure to rectify an on-site safety hazard identified by VCUKI, shall entitle VCUKI to immediately terminate the booking and exclude the Vendor without refund.

15.0 Safeguarding, Child Protection, and Vetting

15.1 The Vendor acknowledges that DTI is an event attended by young people aged 12–18. The safety, protection, and welfare of children are paramount.

15.2 Vetting Standards

15.2.1 The Vendor warrants that all personnel (staff and volunteers) attending the site are 18 years of age or older, have been safely recruited, and have undergone vetting appropriate to their specific role and lawful DBS eligibility:

15.2.1.1 All Vendor personnel attending the site must hold a valid Basic DBS check issued within the preceding 12 months (or be registered on the DBS Update Service).

15.2.1.2 Any personnel whose specific duties involve "regulated activity" (as defined under the Safeguarding Vulnerable Groups Act 2006) must hold an Enhanced DBS check. Where applicable, the Vendor warrants that such checks have been carried out.

15.3 Safeguarding Returns

15.3.1 By Thursday 15th July 2027, the Vendor shall supply to VCUKI:

- A complete list of full names, contact information, and roles of all individuals attending the site;
- A copy of the Vendor's Safeguarding Policy or Child Protection Policy;
- Written confirmation and certification that appropriate DBS checks have been completed and verified for every named individual.

15.4 Data Protection Compliance

15.4.1 The Vendor warrants that it has a lawful basis under the UK GDPR and Data Protection Act 2018 to share vetting confirmations with VCUKI. VCUKI will process all safeguarding vetting data strictly in accordance with its statutory duties.

15.5 Removal From Site

15.5.1 VCUKI reserves the right to refuse admission or eject from the site any individual who has not completed the required vetting, who is subject to an unresolved safeguarding concern, or who breaches the DTI Safeguarding Code of Conduct.

16.0 Insurance, Liability, and Indemnity

16.1 Non-Excludable Liability

16.1 Nothing in these Terms shall limit or exclude the liability of either party for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation.

16.2 Limitation of Liability

16.2 Subject to Clause 16.1, VCUKI, its trustees, employees, and agents shall not be liable to the Vendor for any loss of profits, loss of sales, loss of stock, loss of goodwill, or any indirect or consequential loss or damage arising under or in connection with the Event. You agree that VCUKI does not accept any responsibility for the security of your unit/stall, equipment, or stock in the public areas.

16.3 Insurance Requirements

16.3.1 You are obliged to take out insurance to cover any hazard or loss which may occur at the festival. This must include:

- Public Liability Insurance for no less than £5,000,000 per claim.
- Employer's Liability Insurance for no less than £5,000,000 (statutory minimum) if you are employing or engaging staff/volunteers.

16.4 Proof of Cover

16.4.1 A copy of your insurance certificates must be submitted thirty (30) days before the event to hello@dreamingtheimpossible.org.uk, and a copy must be available on site. Failure to supply this documentation on demand will result in the termination of your Pitch booking.

16.5 Vendor Indemnity

16.5.1 The Vendor shall indemnify and keep indemnified VCUKI, its officers, trustees, and employees against all claims, proceedings, actions, damages, legal costs, expenses, and liabilities arising out of: (a) any personal injury or property damage caused by the Vendor's acts, omissions, equipment, or staff; (b) any breach of food safety, health and safety, trading standards, or consumer protection law; or (c) any infringement of third-party intellectual property rights caused by goods or promotional materials displayed or sold by the Vendor.

17.0 Advertising and Intellectual Property

17.1 All articles, goods, advertisements, signs, and any other materials displayed must comply with the law and be free from offensive or defamatory images, words, or statements. Furthermore, all images, words, or statements need to be appropriate for a Christian faith youth gathering.

17.2 The use of the name or logo of VCUKI and/or DTI or any other combination of the event/organisation name and/or brand/logo is prohibited on any merchandise and marketing material without express written consent.

17.3 We do not tolerate advertising outside of The Station in venues or around the site. Fly posting is strictly prohibited.

18.0 Restrictions

18.1 The Vendor must ensure that any sound coming from their unit/stall is kept to a volume that does not cause any annoyance to other vendors, venues, exhibitors, or delegates. In case of any dispute, the decision of the DTI Operations Team is final. If a Vendor is deemed by the DTI

Operations Team to be causing a nuisance, they may be asked to close their unit/stall and leave the site immediately.

18.2 You may not sub-contract your unit/stall or any part of your unit/stall. You may not sub-let your Pitch or any part of your Pitch.

18.3 DTI has a strict no alcohol or drugs on-site policy. Please ensure that your staff are aware of this policy. Any non-compliance with this policy will result in the staff members being escorted off-site.

18.4 No animals other than registered assistance animals are allowed on site.

19.0 Data Protection

19.1 Both parties shall comply with all applicable requirements of the Data Protection Act 2018 and the UK GDPR. Any personal data provided by the Vendor regarding its staff (including emergency contacts and safeguarding confirmations) will be processed by VCUKI solely for the administration, security, and safeguarding of the Event.

19.2 Any personal data provided by the Vendor regarding its staff, volunteers, or representatives (including emergency contact details, vehicle registrations, and safeguarding confirmations) will be processed by VCUKI solely for the administration, site security, health and safety, and safeguarding of the Event. Personal data will be retained securely and deleted following the conclusion of the Event in accordance with VCUKI's Data Retention Policy.

19.3 The Vendor warrants that it has provided all necessary fair processing notices to its staff and volunteers before submitting their personal information to VCUKI.

20.0 Force Majeure

20.1 Neither party shall be in breach of these Terms or liable for any failure or delay in performing any obligation resulting from circumstances beyond its reasonable control, including acts of God, extreme adverse weather, fire, epidemic, national emergency, terrorism, or utility failure. If a Force Majeure Event results in the cancellation of the Event prior to opening, Clause 5.0 shall govern refunds.

21.0 General Provisions

<u>21.1 Entire Agreement</u>

21.1.1 These Terms and the Booking Form constitute the entire agreement between the parties and supersede all prior agreements.

21.2 Variation:

21.2.1 No variation of these Terms shall be effective unless made in writing and signed by VCUKI.

21.3 Severability

21.3.1 If any provision of these Terms is found to be invalid or unenforceable, it shall be deemed modified or deleted without affecting the validity of the remaining provisions.

21.4 Contracts (Rights of Third Parties) Act 1999

21.4.1 A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

21.5 Governing Law and Jurisdiction

21.5.1 These Terms shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute.

For event details or to apply, go to: https://dreamingtheimpossible.org/ **For further information or general enquiries, please contact:** Tel: 0115 9887067 Email: hello@dreamingtheimpossible.org.uk