



DUCHY *of* CORNWALL

ST. MARY'S HARBOUR, ISLES OF SCILLY

TRADER PARTICIPATION AGREEMENT & INDEMNITY *(Food / Drink / Produce / Market Stallholders)*

Event – Water Carnival 22nd August 2026

Location – St. Mary's Harbour, Isles of Scilly

Trading Hours 10:30-16:00

Set-up and Breakdown Times – To be confirmed

This Agreement is made between:

The Duchy of Cornwall (St. Mary's Harbour Authority), a Statutory Harbour Authority of;

St. Mary's Harbour,
Harbour Office,
The Quay,
St. Mary's,
Isles of Scilly,
TR21 0HU

("SMHA")

and

Trading Name:

Registered Company Name (if different):

Company Number (if applicable):

Address:

Contact Name:

Mobile:

Email:

("the Trader")



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Nature of Trading Activity:

Description of goods to be sold:

Will food be sold? ☐ Yes ☐ No

Use of LPG / gas appliances? ☐ Yes ☐ No

Use of generators? ☐ Yes ☐ No

Use of amplified sound, alcohol sales, vehicles or other special activity? ☐ Yes ☐ No

Insurance Requirements

The Trader warrants and confirms that it holds:

- Public Liability Insurance with a minimum indemnity of £5,000,000 per claim
- Product Liability Insurance (where applicable)
- Employers' Liability Insurance (where required by law)

The Trader shall provide copies of valid insurance certificates prior to the Event and shall maintain such insurance for the duration of:

- The Event
- Set-up and breakdown periods

Failure to provide evidence of insurance may result in refusal to trade.

Required Documents and Approval to Trade

The Trader shall provide all documents reasonably requested by SMHA before being permitted to trade, including insurance certificates, risk assessments, food registration evidence, food hygiene rating details, gas safety certification, electrical testing records, fire safety arrangements and any relevant licences or permissions. SMHA may refuse permission to trade where documents are incomplete, expired, unsuitable or not provided by the stated deadline.



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Food Safety & Legal Compliance (if applicable)

The Trader confirms that:

- It is registered as a food business with the relevant Local Authority
- It complies with the Food Safety Act 1990 and all applicable regulations
- It holds an appropriate Food Hygiene Rating
- Staff handling food are appropriately trained
- All equipment is maintained in safe working order
- Gas appliances have current safety certification
- Electrical equipment is PAT tested where required

Where food or drink is supplied, the Trader shall ensure suitable allergen information is available to customers, food is stored and served at safe temperatures, handwashing and hygiene arrangements are adequate, wastewater is disposed of lawfully, and food traceability records are maintained where required.

Risk Assessment & Safety

The Trader shall provide upon request:

- A suitable and sufficient risk assessment
- Details of fire safety measures

The Trader is responsible for:

- Safe erection and securing of stalls
- Waste removal
- Preventing obstruction of harbour operations
- Compliance with all instructions issued by the Harbour Master or authorised officers
- Maintaining clear access to harbour ladders, bollards, moorings, slipways, cranes, emergency routes, public access routes and operational areas
- Managing trip hazards, cables, guy ropes, weights, signage, queues, stock and equipment so that they do not create a risk to the public, harbour users or vessels

Harbour and Waterside Safety

The Trader acknowledges that the Event takes place within an operational harbour and waterside environment. The Trader shall ensure that its stall, staff, contractors, vehicles, equipment, stock and customers do not obstruct harbour operations, vessel movements, passenger routes, emergency access, safety equipment or any area identified by SMHA. The Trader shall comply



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immediately with any instruction given by the Harbour Master, harbour staff, event marshals, emergency services or authorised officers.

Fire, LPG, Electrical Equipment and Generators

The use of LPG, cooking equipment, generators or other powered equipment is subject to prior approval by SMHA. The Trader shall provide suitable fire extinguishers and fire blankets where appropriate, store gas cylinders safely, keep heat sources away from combustible materials, manage electrical cables to prevent trip hazards, and ensure generators are positioned and operated to avoid fumes, fuel spills, excessive noise or public contact. Refuelling shall not take place during public opening hours unless expressly authorised by SMHA.

Allocation of Risk

The Trader participates in the Event entirely at its own risk.

SMHA does not supervise, control, or direct the Trader's commercial operations.

The Trader is responsible for ensuring that all staff, contractors and representatives are briefed on this Agreement, relevant risk assessments, emergency arrangements and any instructions issued by SMHA.

Indemnity

The Trader shall indemnify and keep indemnified SMHA, its officers, employees and agents against all claims, demands, losses, damages, liabilities, costs and expenses arising from:

- The Trader's activities at the Event
- The sale or supply of goods
- Any act or omission of the Trader, its employees, contractors or agents
- Any breach of this Agreement

Limitation of Liability

Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence.

Subject to the above, the Harbour Authority shall not be liable for:

- Loss of profit
- Loss of stock
- Damage to equipment



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- Indirect or consequential losses

Authority & Removal

SMHA reserves the right to:

- Direct relocation of a stall
- Suspend trading
- Remove the Trader from the Event where safety or legal compliance concerns arise

No compensation shall be payable in such circumstances.

Weather, Cancellation, Curtailment and Relocation

SMHA may cancel, curtail, delay, relocate, suspend or vary the Event, or any part of it, where it considers it necessary due to weather, sea conditions, safety, operational harbour requirements, emergency circumstances, legal compliance or any matter beyond its reasonable control. The Trader shall have no claim against SMHA for loss of profit, loss of stock, travel costs, equipment costs or other losses arising from such action.

Waste, Environmental Protection and Clean-up

The Trader shall keep its trading area clean and tidy throughout the Event and shall remove all waste, packaging, wastewater, food waste, oils, grease, stock and equipment at the end of trading unless alternative arrangements have been agreed in writing. No waste, wastewater, oil, grease, fuel or other substance shall be discharged into the harbour, drains, sea or surrounding environment. The Trader shall be liable for any cleaning, removal, pollution response or remediation costs arising from its activities.

Trader Conduct, Licences and Restrictions

The Trader shall ensure that its staff, contractors and representatives behave safely, courteously and professionally. The Trader shall not sell alcohol without an approved license, use amplified sound, operate vehicles within the Event area, change the nature of its trading activity, or undertake any activity requiring a licence or permission unless this has been approved in advance by SMHA and all required licences or permissions are in place.



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Data Use

SMHA may use the Trader's contact details and supporting documents for the purposes of assessing the Trader's application, administering the Event, managing safety and compliance, contacting the Trader about the Event and retaining appropriate records. Information may be shared with relevant authorities where required for safety, legal or regulatory purposes.

Governing Law

This Agreement is governed by the law of England and Wales.

By signing below, the Trader confirms that it has read, understood and agrees to comply with this Agreement, including all safety, insurance, documentation and operational requirements.

Signed by the Trader:

Name:

Signature:

Date: