**Terms and Conditions for Traders at 125 Live**

The event gates will be open to the public from 12:00 PM to 4:00 PM for our complimentary community event, and from 6:00 PM to 10:00 PM for our ticketed event on Saturday 6th and Sunday 7th September 2025.

All traders are required to be fully set up by 10:00 AM on both days for inspection by the 125 Live Site Team

1.**Applications:**

By submitting an application form you are legally binding yourself to abide by our

terms and conditions of trading. Please ensure you have read them and made your

staff aware of them prior to the event. The management reserves the right to evict

from site anyone breaking this contract, or behaving in an illegal, aggressive, or

disorderly manner.

All applications must be submitted via email. After we have received your application form, you will receive an email of acceptance or rejection accordingly. Should your application be accepted, you will also receive a contract to be signed and returned. Only those products or services described on the application form are eligible to be exhibited or sold. Pitch fees will be determined by the size of the pitch and the merchandise being sold.

The event organisers reserve the right to refuse any application without explanation.

2. **Pitch allocation**:

Allocation of space is at the discretion of the 125 Live organisers. The organisers reserve the right to make changes to pitch assignment when necessary. Once a site has been allocated, no relocation will be permitted unless deemed necessary by the 125 Live organisers. Unauthorised relocation will result in the removal of the unit from the event.

3. **Payment Terms**:

50% of the total fee is payable on return of the signed contract. The balance is due 28 days before the event. If payment has not been received by the deadline the vendor may lose the deposit and pitch. (Fees for power requirements TBA)

4. **Exclusive Right**:

The granting of a pitch space does not guarantee the vendor sole right of selling their commodity or service unless the organisers approve such agreement in

writing.

5. **Power requirements**:

Any power requirements must be stated accurately on the application form. Failure to provide this information may result in an inadequate supply of cables or connections. All power will be supplied by 125 Live at a cost.

6. **Health and Safety**:

125 Live officials will be inspecting the site before and during the event. Any concession not complying with the accepted standards and fire regulations will be closed and all staff will be required to leave. Insurance, risk assessment, food hygiene certificate and Gas & Electrical safety records must be always kept accessible for inspection.

A certificate of insurance, food hygiene (where appropriate) and a risk assessment

must be provided no later than 28 days before the event. Please also provide Gas & Electrical safety records where relevant. Failure to provide this documentation will result in loss of deposit and pitch.

All food concessions and non-food concessions must comply with the requirements of the Food Safety (General Food Hygiene) Regulations 1995, Food Safety

(Temperature Control) Regulations 1995, The Food Safety Act 1990, and both the

Health and Safety at Work Act 1974 and Management of Health and Safety at Work Regulations 1999 as applicable.

In respect of Fire Safety all Traders must comply with the Regulatory Reform (Fire

Safety) Order 2005 as well as adhering to more specific HSE Guidelines for Work

Process Fire Safety.

No application will be considered without an appropriate and current risk assessment. All electrical equipment will carry PAT/electrical safety certification; this must be available for inspection at the event. As far as practicable, all electrical equipment shall be located so that it cannot be touched by members of the

public or unauthorised workers.

All Catering traders shall provide a 5kg dry powder fire extinguisher and a light duty fire blanket. Each stall must also have an appropriate first aid kit.

7. **Concession Passes**:

You will be allocated a set number of numbered wristbands which must be carefully

worn by yourself and your staff on site. Any broken, incomplete, or loose wristband will not be considered valid and will be removed, along with the wearer, by security.

Wristbands are not transferable between staff. Further tickets for friends and family

can be purchased online at www.perththeatreandconcerthall.com

8. **General Information: IMPORTANT**

The sale of alcohol, weapons, wax flares, sky lanterns, Fireworks and BBQ’s are all banned. Anyone to be found breaching these laws will be removed from site immediately. Due to the nature of the site, vehicle movement is restricted and will be marshalled. You will be allocated a date and time slot for arrival and set up. All vehicles must report to the front gate, where they will be greeted and directed. If you arrive outside of your allocated slot, you may be directed to a holding area where you will have to wait until your slot time or until you are allocated a new slot.

**ANY DELIVERIES MUST BE MADE BETWEEN 8AM AND 11.00AM after which**

**time there will be NO VEHICLE MOVEMENT ON SITE.** The 125 Live management reserves the right to change these times, as necessary. It will therefore be your responsibility to check with gate staff if expecting deliveries or leaving the site for any reason.

Once sited you must stay within the Pitch boundary and may under no circumstances move your pitch without express permission from the 125 Live site manager or nominated deputy. Failure to comply will result in your being asked to re-position your stall or to leave the site.

Anyone found to be using or selling illegal drugs will be immediately shut down and

reported to the authorities.

You may not sell goods from any area other than your designated pitch, sell goods

other than those indicated on your application, or trade outside of the designated

trading hours, as this will constitute illegal trading, and you will be closed.

You may NOT SELL drinks in GLASS containers. The entire site has a No Glass

Policy. As a concession, you may dispense and sell drinks from a can, but only into a suitable cup **during evening performances, you CANNOT give the can to the customer, it must be crushed and disposed of in your own waste.** If you pass the can to the customer, then you will be in breach of contract and you will be shut down.

You must only provide food containers and utensils that are sustainable and

environmentally friendly. Traders may not under any circumstance sublet all or part of their pitch. Your signature is a contract between YOU and 125 Live.

Each stall is to be responsible for the cleanliness of their pitch, both back and front,

including the public area immediately in front of your stall. Litter inspections will be

randomly carried out over the weekend, and if your area is unacceptably littered you may be asked to shut down.

There is to be no amplified sound as part of your stall unless specifically agreed with the 125 Live Management during your application process.

9. **Cancellation:**

Should the applicant wish to withdraw their application for any reason there will be a cancellation/administration fee of 50% of the total site fee. There will be no refunds

given for cancellations made within 28 days of the event. The contract can only be

cancelled by informing 125 Live in writing. In the situation that the event is cancelled, 125 Live cannot be found liable for consequential loss.