

Catering at the Royal Highland Show



ROYAL HIGHLAND SHOW 2025 19 - 22 JUNE PARTNER SINCE 1981

Conditions of Application

This "Catering Guide" forms part of the agreement between "you" the "caterer", "bar operator", "concession" and the "Royal Highland Show" or "RHS" 2025, collectively as "parties" or "concessions" regarding the participation or consenting of trade relating to food, beverage, and appropriate products regarding concession outlets.

All terms and conditions must be fully observed. For the avoidance of doubt or ambiguity, all decisions made by the Royal Highland Show management team is final.

The tenancy period and Showground entry to allow for Caterers to commence installation and or setup is detailed in below in Section 3: Concessions Agreement.

This Catering Guide may refer to the management of the Royal Highland Show as "Show Team", "The Royal Highland Show", "RHS", and "RHASS". The "Food & Beverage(s) Manager" and "Trade Stands" team are responsible for the "concessions" and "trade" or "exhibitors" for the Royal Highland Show.



1. Payment, rentals and takings

All terms and conditions in this guide and accompanying application must be fully observed and obeyed at all times. Failure to do so will result in a breach of contract. For the avoidance of doubt or ambiguity, all decisions made by Royal Highland & Agricultural Society of Scotland are final.

- 1.1 ALL bar & catering applications must be received by Friday 7th February 2025
- 1.2 Applications will be accepted on the strict understanding that the Royal Highland Show reserves the right to refuse any application without giving any reason and that the F&B Manager(s)/ Trade stand team will determine the position and area of sites offered to caterers
- 1.3 RHS has selected Dines as the official partner for payments and point-of-sale technology for the 2025 RHS. ALL sales, including cash and card transactions, must be processed through Dines tills at the point of sale. No exceptions will be made.
- 1.4 Fees associated with exhibiting or trading at the Royal Highland Show ("RHS") in 2025 is provided on your proposal form. This will be issued if you are successful with your application. Additionally, an over-rider threshold will be applied. For example, if your pitch fee is £2,000, the over-rider will start at £8,000. Once your gross takings exceed this threshold, a 25% charge will be applied to all sales above that amount.
- 1.5 Application fees are to be paid by invoice, this must be paid within 30 days of the date on the invoice. Any outstanding remittance must be received NO LATER than Thursday 1st May 2025. If deemed appropriate, The Royal Highland Show will treat failure to settle ALL outstanding balances by said date; as breach of agreement. Non-payment will result in cancellation of trade offer and RHS will offer the pitch to another caterer. NO REFUND will be issued in such circumstances.
- **1.6** Any remittance outstanding after Wednesday 1st May 2025 may incur additional administrative charges in pursuing outstanding balance.
- 1.7 Caterers will not be permitted to commence build and tickets/passes will not be issued until any outstanding fees for rental or services, has been settled in full.
- **1.8** VAT must be applied to all stand rental fees at the prevailing rate at the time of booking.



2. Risk assessment & Required Documentation



2.1. As a condition of your application acceptance copies of the following items must be submitted.

Catering Operators required documentation

- Public Liability Insurance (£10 indemnity)
- Public Liability Insurance
- Product Liability Insurance
- Employers Liability Insurance (£10m indemnity)
- Risk Assessment
- Fire Risk Assessment
- Gas Safety Certificate (if applicable)
- Food Hygiene certificates for all staff working on the unit through the event
- Level 3 Hygiene Certificate for named supervisors
- HACCP and all food hygiene management systems
- Written allergen information on all food.
 Food Allergen Staff training record
- PAT Testing certificate
- Written scheme of examination for all pressurised systems (including coffee machines)
- Trader local authority registration (5 star only)

Bar Operatives Required Documentation

- Personal licence holder information for Bar Operators
- Public Liability Insurance (£10m indemnity)
- Employer's liability Insurance (£10m indemnity)
- Product Liability Insurance (£10m indemnity)
- Risk Assessment
- Fire Risk Assessment
- Gas Safety Certificate
- Written allergen information on all food.
 Food Allergen Staff training record
- · PAT testing certificate
- Written Scheme of Examination for all pressurised Systems (including coffee machines)

- 2.2 Please ensure you keep a copy of the completed Risk Assessment and H&S paperwork for your own records and ensure a copy is at the outlet(s), for referral and possible inspection.
- 2.3 All exhibitors, caterers and contractors are required to comply with the Health and Safety at Work Act 1974, as well as supplementary regulations, at all times. The Royal Highland Show operates a Safety Policy, under this Act.

3. Concession agreement

- 3.1 Applications will be accepted on the strict understanding that you are only permitted to sell the food concession "offering" which has been confirmed on your application form. If non-agreed or permitted items are found on your menu, or contravene the RHS Food Charter, the Show management team will likely ask you to remove said item(s) with immediate effect. Failure to do so, may result in closure of outlet.
- 3.2 In the event of any exhibitor failing to occupy and arrange their own outlet within the space allocated to them, to the satisfaction of the Food & Beverage Manager NO LATER than 17:00 on Wednesday 18th June 2025, the allocation of space may be cancelled by the Show management, without refund. An alternative caterer / outlet may be sought to fill such unoccupied space. You will fore-go the 'first refusal' of this space for any future Royal Highland Show.
- 3.3 The Royal Highland Show at any point in the future, may enter into a sponsorship or partnership with 'preferred' or 'appointed' suppliers and may directly or indirectly involve the overall catering or bar operation or individual outlets. The Royal Highland Show will endeavor to mitigate any queries or issues during any transitional process. Any requirements of caterers will be communicated in good time. Caterers will be required to co-operate with any appointed partners. Failure to co-operate may be deemed as failure to adhere to the wishes and requirements of the Royal Highland Show. This may result in financial recompense, refusal of application or removal from Showground. No refund would be due, in such circumstances.
- 3.4 Various outlet / premises inspections will be conducted in the pre-Show build up period. This includes (but not limited to) Edinburgh Council Environmental Health Officers (EHO) and Licensing officers (LSO), Fire Scotland, RBS Mentor (H&S), Fare Consulting and any appointed safety consultants.

RHS requires you are ready for said inspection(s), within this period.

3.5 Catering stands must be open and staffed continuously as a minimum, detailed below:

Thursday 19th - Saturday 21st June

08:00 to 19:00

Sunday 22nd June

08:00 to 17:30

Showground Opening Hours

Thursday 19th to Saturday 21st - **07:00 to 20:00**

Sunday 22nd - 07:00 to 18:00

- **3.6** Opening of catering sites out with the hours stated above is at the discretion of the Caterer, during Show days.
- 3.7 Caterers will have been notified & contracted in advance if they have permission to open for business during build & break. Caterers who do not have this prior agreement in place will not be allowed to open before the show commences
- 3.8 Licensed premises 'Retail of Alcohol' times for the RHS in the showground are as follows:

| 2025 Royal Highland Show | Bar Opening Hours |
|-------------------------------------|---|
| Wednesday 18th June | 18:00 to 23:00 (only premises with restaurants) |
| Thursday 19th to Saturday 21st June | 11:00 to 22:00 |
| Sunday 22nd June | 11:00 to 17:00 |

Licensed premises serving non-alcoholic beverages (Coffee, soft drinks) or products may open out with the retail of alcohol times, identified above. This must be stipulated on your occasional licence submission to City of Edinburgh Council Licensing.

The Show Dance area operates on different licensing times. The bar operator for this area will have licensing operating times confirmed in good time.

- 3.9 The tenancy of the space is granted for the period of the Royal Highland Show 2025 only and expires at 00:00 Monday 23rd June 2025, unless extended by prior written agreement with the Food & Beverage Manager. Caterers must refer to the build-up dates and schedule in the Safety & Services handbook regarding when entry is permitted to the Showground.
- **3.10** Any trader or catering deliveries must be on site between the following times:

04:30 – 06:15 (Vehicle exit by 06:45) 20:30 – 22:00 (Vehicle exit by 23:00)

No trader will have permission to deliver to their units during opening hours. This includes the use of buggies and onsite show vehicles.

3.11 All outlets, catering trailers, marquees and equipment need to be removed from Ingliston Showground (and surrounding lands) NO LATER than 17:00 of Sunday 29th June 2025 (7 days after the Royal Highland Show). Any items still remaining after this period may be subject to removal and any such removal costs incurred, may be re-charged to caterer.

Concession Agreement Contd.

- 3.12 Recycling and waste reduction commitment. All caterers, bar operators and exhibitors will now be required to adhere to the Royal Highland Show Waste Commitment. We were yet again successful with zero waste going to landfill from the 2024 Show. However we want to greatly improve our recycling return rate. This will be fully communicated to caterers & operators, in good time.
- 3.13 Caterers and bar operators should no longer bring to the Show single use plastics such as straws, single use plastic cutlery, condiment packs or polystyrene (or equivalent) products.
- 3.14 Cardboard must be separated (from any packaging including plastic film and any contained products including food), compacted (flat packed) and placed at a dedicated collection point or receptial. Food waste now will go in CLEAR compostable bin bags and bagged separately.

Bags must be provided by the caterer.

Accessible Statement

At the Royal Highland Show we value accessibility, and this applies to our bar & catering units that trade at this event. This entails features such as menus in large print with accompanying visuals, counters at lower heights and a service approach where staff can step out of the serving area to assist customers by reading out the menu and taking an order from them.

Additionally having step free access up to all catering and bar areas encouraging an environment where everyone can comfortably enjoy the offerings at our event.

4. Food quality, sourcing and safety

- 4.1 It is the responsibility of each caterer to comply with the Regulation (EC) No 852/2004, Food Hygiene (Scotland) Regulation 2006, Health and Safety Regulations and all relevant requirements of the Weights & Measures Act 1985 in respect of all foodstuffs and drinks supplied from their site.
 - Food Hygiene legislation (effective from 1 January 2006) requires that catering businesses MUST have a food safety management system based on the principles of HACCP.
- **4.2** Caterers must satisfy the requirements of the Environmental Health Officers, City of Edinburgh Council, Food Health and Safety, East Neighbourhood Centre, 101 Niddrie Mains Road, Edinburgh, EH16 4DS Tel: 0131 469 5758.
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- 4.4 Please note Environmental Health, Trading Standards and Health and Safety Officers from The City of Edinburgh Council are on site during the event and can request to inspect your premises at any time. If you are found not to meet with the Local Authority requirements then this may result in you being asked to temporarily cease trading or be completely shut down.
- 4.5 Allergen control measures and management policy must be detailed within your Food Safety Management document. This must set out how you inform your staff and consequently your customers of allergens within foods you are retailing. An "Allergen matrix" is a great 'quick reference' tool for staff to visually see all list food types against the 14 allergen groups. Please visit https://www.food.gov.uk for further advice and downloads to assist you.
- 4.6 Due to the possibility of cross contamination of exposed food, ALL caterers MUST display internal outlet signs clearly indicating the need for their staff to comply with hygiene requirements. Preparation areas (i.e. raw meat) must be appropriately signed and hand washing areas to be well signed and well stocked (hot water, hand sanitizer, towels, etc.)
- 4.7 All caterers must comply with local Trading Standards Legislation and Regulations.
- **4.8** All caterers are responsible for complying with all allergy labeling, requirements and legislation.
- **4.9** All caterers must display signs asking visitors to wash their hands before and after consumption of food. Especially important, if recently in contact or in the close vicinity of livestock.



RHASS Terms & Conditions and Cancellation

5. Responsibility of accounts

5.1 Caterers are responsible for payment of accounts for all work executed by the Show or by our nominated contractors in advance of the Royal Highland Show, even if they have appointed a subcontractor or agent to act on their behalf.

6. Trading Standards

- **6.1** It is the responsibility of all caterers to comply with all relevant Trading Standards and Environmental Health legislation in respect of their site, vehicle and storage of produce. Environmental Health and Trading Standards Officers will be on site.
- **6.2** Details of local authority requirements can be found on the City of Edinburgh Council website: www.edinburgh.gov.uk.

7. Operative responsibilities

- 7.1 All caterers, persons in charge of exhibits, and all persons admitted to the Showground, are subject to the rules of the Show and must follow instructions of the Stewards and other officials of the Show.
- **7.2** Caterers shall be answerable for the conduct of their assistants or representatives.
- 7.3 It is the caterer and users responsibility to ensure that all portable appliances are safe to be plugged into the electrical system and have the appropriate certification. Certification is also required for any caterer installing and using L.P.G.

8. Interpretation of regulations

8.1 The decision of RHASS, Royal Highland Show, the Directors and management team shall, in every matter arising in connection with the Royal Highland Show, be final.

9. Disclaimer of liability to caterers

- **9.1** The term caterer shall include persons taking part in any food, drink or licensed concession, exhibition or display arranged by the Royal Highland Show.
- 9.2 Save for death or personal injury caused by breach of its duty, the Royal Highland Show will not be responsible for death, injury, disease, damage or loss caused to any Caterer or to his or her servants or agents or to any animal, article, plant, machinery or thing of whatever nature brought on to the Showground by the said Caterer from whatever cause death, injury, disease, damage or loss arises (Save as aforesaid).
- **9.3** The Caterer shall indemnify the Royal Highland Show against all claims, damages and expenses whatsoever in any way arising out of the presence of the Caterer, his or her servants, agents, exhibits, vehicles or equipment in the Showground and shall assume full responsibility therefore.
- **9.4** Acceptance of the foregoing provisions shall be a condition of entry.



10. Cancellation by caterer or by Royal Highland Show

- 10.1 Where a Caterer cancels a space booked for any reason, written notification must be received by the Food & Beverage Manager or RHS Event Manager.
- 10.2 The Royal Highland Show has overall rights to refuse or cancel any catering or bar provision, at any stage before or during the Show. This will likely be a result of breaching the terms in this Catering Guide, Food Charter and accompanying notices. Although no reason may be prevalent. In this circumstance, a detailed explanation will be sent to the Caterer within seven days of said refusal or cancellation and will work to the below table on refund value, if remittance has already been received.
- 10.3 In the most severe of circumstances, breach of contract may be considered if the caterer or trade stand holder fails to fulfil the agreement and or terms and conditions detailed in this guide and any accompanying notices. Further information can be obtained by contacting the RHS Event Manager in writing.
- **10.4** Refunds on RHS infrastructure (i.e. Water points) will be refunded as per table below.
- 10.5 The following indicates the percentage of bar or catering concession, which will be refunded, if full payment has been made prior to dates detailed below:

| 2025 dates (inclusive) | Refund % of concession fee | |
|--------------------------|----------------------------------|---|
| Prior to 1st of March | 50% refund |) |
| 2nd March to 31st of May | 25% refund (75% of fee retained) |) |
| On /After 1st of June | No Refund |) |
| Breach of Contract | No Refund |) |

11. Organiser's liability - Cancellation of the Show, Force Majeure etc.

- 11.1 If the Royal Highland Show is cancelled, postponed or curtailed for any reason (including, byreason of an event of Force Majeure, which means any of the following which in each case beyond the control of the parties: act of God, war, insurrection, riot, civil disturbance, acts of terrorism, fire, explosion, theft, malicious damage, strike, lock-out, third party injunction, outbreak of disease; national defence requirements, acts or regulations of national or local governments; and any other cause beyond the control of the parties) so that there is a restriction in the benefit or value of the exhibitors rights, RHASS shall notify the exhibitor of the cancellation, postponement or curtailment as soon as possible.
- 11.2 The parties agree to discuss options in good faith including alternative activation, deferral of Tradestand to the next Royal Highland Show or, if required, a full refund.
- 11.3 Any alternative activation, deferral or refund will be offered on a pro rata basis, and will take account of any benefits received.
- **11.4** RHASS reserves the right to deduct all reasonable costs and expenses incurred by RHASS from any refund, deferral or alternative activation.
- 11.5 Save for any liability arising from death or personal injury due to negligence which shall be unlimited, the total liability of each party to the other, whether arising from breach of contract, delict (including negligence) or otherwise in respect of any one event or series of connected events, shall not exceed the total amount of the Catering fees paid by the Exhibitor under this agreement.
- 11.6 This was considered to be fair to exhibitors whilst protecting the Society as far as possible by reflecting any benefit received ahead of cancellation/postponement/curtailment and any costs associated with any refund/deferral/alternative activation.

RHASS GDPR guidelines (circ. May 2018) regarding the information we hold and process about you can be found on Royal Highland Show website: https://rhass.org.uk/terms-conditions/

If you have any concerns or queries, this can be emailed to: dataprotection@rhass.org.uk