

## **CHRISTMAS FAIR, SUNDAY 8<sup>TH</sup> DECEMBER 2019 (ABERGAVENNY FOOD FESTIVAL) – TERMS & CONDITIONS**

*By purchasing a trader pitch at the Abergavenny Christmas Fair, you agree to adhere to the Festival Organisers Terms and Conditions as laid out here.*

### **Selection & Payment Process FOR THE CHRISTMAS FAIR 2019 ONLY (NB applications for the September festival are now closed)**

Applications (received by the deadline of **Friday 3rd May 2019**) are put before a selection panel, who select exhibitors based on our key criteria of ‘quality, taste and sustainability’ as laid out in the General Exhibitor FAQ’s section [insert hyperlink] of the website.

A Selection Committee and Tasting Panel will be held on **Thursday 13<sup>th</sup> June 2019**. The submission of an application form does not constitute an offer to trade at the festival, and there are no guarantees of selection. **THE DECISION OF OUR SELECTION PANEL IS FINAL.**

If you are selected you will receive an offer email and Further Information Form by **Thursday 20<sup>th</sup> June 2019**. All stalls must be accepted and further details submitted by **Friday 28<sup>th</sup> June 2019**. Invoices will then be issued and 50% of your final fee will be required as a deposit to secure your pitch by **Friday 12<sup>th</sup> July**. If you cancel or withdraw from the festival after paying the 50% deposit, it will be retained. If you fail to pay the full fee due by the deadlines below, the deposit will be retained as a penalty fee and the amount added back on to your final invoice.

All fees must be paid in full by **Friday 30<sup>th</sup> August** to secure your booking.

If you would like to discuss a payment plan and are a small producer, then this must be approved in advance by the festival accountant only. Please contact Eleanor Hunter ([accounts@abergavennyfoodfestival.com](mailto:accounts@abergavennyfoodfestival.com)) **BEFORE Friday 28<sup>th</sup> June** if you are selected and wish to discuss this.

Failure to pay the full or final invoice amount on time will result in your pitch being offered to another trader and any deposits or monies paid up to this point will be retained by the festival.

### **Third party stall applications**

Stalls cannot be secured by, or obtained from a third party under any circumstances. Offers and confirmations are only valid if received directly from the Trader Manager.

### **Stall allocation**

You may indicate your preference to trade in a particular area on site, and whilst all requests will be considered, they cannot be guaranteed. The Festival Organisers reserve the right to change the site plan at their discretion.

### **Risk Assessment and Method Statement/Food Safety Management System**

All stallholders are required to have carried out a careful assessment of the potential risks associated with their particular activity. You will be asked to submit a written copy of this Risk Assessment and a Method Statement if selected via the Further Information Form. All food traders must have their Food Safety Management System to hand at the event for our Health and Safety officer to check if required.

### **Insurance**

Abergavenny Food Festival holds Public Liability Insurance in respect of its own activities. All stallholders must hold their own Public Liability Insurance and Product Liability, and Employers Liability where appropriate. You will be asked to supply copies of your Insurance Certificates covering you for the dates of the events you wish to attend if selected.

### **Health and Safety**

At all times whilst on the site, you will ensure that your stall and surrounding areas, equipment and all or any other property is in a condition and position that is safe for all persons who may come into contact with it or be affected by it, including staff and visitors. The Event Organisers and the Environmental Health Officer reserve the right of inspection, before and during the festival.

### **Food Hygiene Certificate and local EHO Registration**

All stallholders handling food are required to have an acceptable Food Hygiene rating of no less than 3\* and must be registered with the local EHO. You will be required to submit a copy of your Food Hygiene Certificate or equivalent Food Safety/EHO registration documentation if selected.

If you do not have 3\* rating or above or haven't applied for a re-score with your local EHO if your rating is lower than 3\*, then please do not apply to the festival. The Welsh EHO externally follows-up to double check **all** certification is present and correct. Any trader found not to have the relevant paperwork in place **will be** prevented from trading, and no refund will be issued against your pitch fee.

### **Electricity**

Electricity supplies must be ordered on your initial Application Form so that we can site you according to your needs if successful. All electrical equipment (i.e anything with a plug) that you bring to use on site, must be PAT tested within a year of the festival (to expire no earlier than 22nd September 2019). Up-to-date certificates must be submitted via the Further Information Form sent to selected traders and be available for inspection on site. It is a legal requirement under the Electricity at Work Regulations 1989 that all electrical appliances used in the workplace are inspected and checked. Un-PAT-tested electrical goods are forbidden.

Please ensure when ordering your power, you order what you require. Onsite charges for additional power are more expensive, could delay you, and can create further issues for the organisers trying to draw additional power from nearby locations to stop outages.

Please note that the use of generators is not permitted and any exhibitor found using one will have the generator confiscated until after the event, and will be charged for an electrical supply at the higher rate.

If you would like to discuss your power requirements in more detail, please contact Emily Tulloch on [sparkies@abergavennyfoodfestival.com](mailto:sparkies@abergavennyfoodfestival.com)

### **Clean-Up Fee/Spillage bond**

**Every Stallholder is required to pay a Spillage Bond of £50 in advance by Friday 30<sup>th</sup> August.** This will be included on your final invoice fee. If you damage Festival stalls or equipment, stain the ground within your pitch, pour oil, grease or other substances into public drains, leave any rubbish or food debris on the site, or are found to be using any banned single use plastic (please see Sustainability Policy) on your stall, this Spillage Bond will be retained to pay for the cleaning or repair. This will be assessed by your Site Manager so please report to them to check your pitch area before you depart. (Please notify your site manager of any spillages or stains to your area upon your arrival to prevent being charged for an existing spillage/stain.) If additional costs are incurred not covered by the Spillage Bond, you will be liable for the additional costs for immediate payment.

If you leave your pitch in a satisfactorily clean and clear state as approved by your Site Manager, this bond will be returned to you electronically as soon as possible, no later than 28 days after the event.

If such a fee is incurred, your applications for future years will be bound to an additional Spillage Bond cheque of £250, which will be required in advance of the event. This cheque will be held unbanked until the end of the event when it will be returned at the discretion of your Site Manager. This will be taken into consideration in assessing future applications to trade. We strongly advise that you adequately protect the flooring of your pitch beforehand to prevent slippages and staining, and ensure your pitch is clear and clean before you leave site, as this will be inspected post Festival and any potential damages or cleaning costs charged to you.

### **Stalls**

Stallholders must not place goods beyond the boundaries of their stall or pitch, either on the ground or hanging unless previously agreed with the Festival. There will be no sub-letting of stalls without prior consent from the Festival. Stallholders are required to co-operate with Site Managers, Security, Emergency Services, Council officers and all official organisations on site.

The Festival does not guarantee to provide stall front walls. We recommend you bring spare tarpaulin or other suitable covering if you wish to cover your produce on your stall overnight, or in case rain is forecast.

**All exhibitors are required to display prominently on their stand full contact details: Business name, postal address and phone number, and if relevant to your business, their Food Hygiene Score/rating in compliance with Welsh Food Hygiene regulations.**

### **Trading hours**

All traders are expected to be open and ready to trade at the **opening time of 10am on Sunday 8<sup>th</sup> December 2019** and remain open until site closing times. Depending on site this will be until 4pm for the Market Hall, Streets and Upper Brewery Yard or 10pm for the Lower Brewery Yard Christmas Night Market. Please see [Christmas Fair Price and Pitch list \[download link\]](#) for confirmation of specific site opening times.

### **Set Up and Pack Down**

Stalls can be set up from 6.30am across most sites on the day of trading. If you require Friday set up please notify us in advance and this will have to be discussed and approved before being confirmed. You will be sent a detailed Stall Holder Info Pack with all site specific details included if your application is successful and can contact us for further information. Vehicles may NOT be kept by stalls and must be off-site by 8.30am, before road closures come into play.

Pack down of stalls is NOT permitted before site closing time. Please make sure you know your site's closing time in advance.

### **Electrical and gas equipment**

All electrical equipment must be in good condition and have current PAT certificates. All gas equipment must be covered by an up-to-date gas certificate issued by a registered gas engineer (Gas Safety Register). These certificates are required to be submitted after you accept your pitch offer and must be available for inspection by our Health and Safety officer at the event. **If you cannot submit any of these documents on time, please contact us to discuss when they will be renewed.**

### **Fire Safety equipment**

Fire extinguishers are provided in each of the venues, however, stallholders must provide fire safety equipment on their stands including relevant fire extinguishers and fire blankets, appropriate to their activities (if cooking you must supply your own fire extinguisher AND fire blanket). All fire extinguishers must be serviced within the last year with proof of this available for inspection by our Health and Safety officer at the event.

### **Environmental Health & Trading Standards**

Stallholders are expected to comply fully with relevant legislation in respect of Trading Standards, Health and Safety and Environmental Health of Monmouthshire County Council. Stalls may be inspected during the event and those deemed not to comply with relevant regulations may be shut down. This will be taken into consideration in assessing future applications to trade.

Please note: The following is a requirement of Abergavenny Food Festival and Monmouthshire County Council

**Handwashing** - all stallholders handling any open foods must provide adequate hand wash facilities (A flask of hot water, bowl, soap and hand towels as a minimum requirement).

**Equipment cleaning/disinfection**– all stallholders handling any open foods must have adequate facilities for cleaning/disinfection of equipment.

### **Alcohol sales**

Stallholders selling alcohol require our Authorisation to Sell Alcohol and are required to pay a fee. Authorisations are issued to those who will have a staff member present on the day holding a Personal Licence, and the agreement will require signing and returning in advance of the event. We require all alcohol sellers to display Challenge 25 posters, provided by yourselves. TENS licences are applied for by the festival on your behalf, with the information you provide, unless otherwise stated. The cost of securing your TENS licence is included in your alcohol sales fee.

Dry sales (the selling of bottled alcohol for later consumption, except for small samples around 2oz max.) are permitted under the pitch fee. An Authorisation will need to be signed and returned, but currently not required to pay the alcohol sales fee.

Wet sales (the selling of alcohol to consume immediately including pints, half pints, wine by the glass, cocktails and open bottles) are subject to a £50 **Alcohol Sales fee**, invoiced and payable with your pitch fee invoice.

### **Authorised vehicles**

Once the event has opened there can be no vehicle movement within event sites or road closures. No unauthorised vehicles are to remain on site.

### **Refrigerated vehicles**

If you need a supply for a refrigerated vehicle, you will need to apply for a Chiller van hook-up on the application form, providing accurate electricity power details and full dimensions of the van/unit and wait for approval from the festival if selected. There is a fee for Chiller van hook-up. We have very limited space but will try and accommodate chiller van or chiller unit requests where space and logistics allow. Please be aware that this is not confirmed until you have received confirmation in writing. The Festival does not provide any back of house refrigeration facilities.

### **Security**

During Festival events there will be overnight security presence at all enclosed market sites. However, stallholders who choose to leave product or equipment on their stalls overnight do so at their own risk. Abergavenny Food Festival will not be liable for any loss or damage to any trader's property or produce.

### **Disposables and Sustainability**

The Festival is striving to further reduce all single use plastic across the sites, so plastic straws, plastic coffee cups, plastic bags and plastic condiments sachets are strictly not permitted. **Polystyrene, single use plastic and other non-recyclables are NOT acceptable.**

Traders found to be using contraband single-use plastic disposables will forfeit their spillage bond and not be selected to trade at the festival next year.

Considering the impact of the festival on the environment, we have minimum sustainability standards that we ask all traders to comply with; all food containers, packaging, plates and cutlery etc, must be compostable.

Bar glasses should be reusable where possible. If not reusable then they should be made from recyclable plastic

Please see our [Sustainability Policy \[download link\]](#) for further details and a list of sustainable serveware and packaging suppliers. We appreciate your support in this.

### **Waste disposal and Recycling**

Stallholders are expected to keep their surrounding areas as clean as possible throughout the event.

Each stall holder will be supplied with bags and caddies as appropriate. Materials and waste will be collected from your stall regularly throughout the event by the Waste management company we work with.

Those who do not take advantage of these facilities and leave any rubbish, staining or food debris within their pitch area will incur our standard clean-up fee of £50, or more if costs incurred exceed this amount.

To comment on our procedures please write to: The Chief Executive, Abergavenny Food Festival, 63 Frogmore Street, Abergavenny NP7 5X or email [affinfo@abergavennyfoodfestival.com](mailto:affinfo@abergavennyfoodfestival.com) and your message will be forwarded. *All correspondence will be answered in due course.*















### **Water**

It is NOT currently possible to provide water connections to individual stalls, however there are hot water points and drinking water points available across the site. The Festival does not provide any hand wash unit facilities, it is essential that you bring your own to ensure best food safety and hygiene practices.

### **Food Allergens**

Food Business Operators need to provide information to consumers verbally, or through appropriate signage, if any of the declarable allergens are in food they supply or are in the ingredients used in the preparation of the foods they supply. This does not include these substances being present through cross-contamination, but care must be taken to avoid any cross contamination. Your supplier has a duty to provide you with information about products they have supplied to you, to help you comply with the regulations.

The 14 allergens that should be declared are identified below:

 Celery	 Cereals containing gluten	 Crustaceans	 Eggs	 Fish
 Lupin	 Milk	 Mollusc	 Mustard	 Nuts
 Peanuts	 Sesame seeds	 Soya	 Sulphur dioxide	

Allergen information must be specific to the food, complete and accurate.

Food Business Operators must not refuse to provide allergen information on foods served nor give the wrong information on a menu or through verbal communication.

### **Data Protection**

The information which you give on your application form will be used in accordance with the current Data Protection Act 1998. Other than the publication of your business contact details on our website, your personal and/or business data will not be passed on to anyone else; your information will be kept securely and will be kept no longer than necessary.

### **Refunds/CANCELLATION Policy**

- A deposit of 50% of your final fee will be payable upon acceptance of an Offer of Pitch to secure your place and must be paid by the deadline of **Friday 12<sup>th</sup> July 2019**. If you cancel for any reason, other than ceasing trading (with proof sent of this at the time of cancellation), this deposit will be retained.
- If you have paid in full and then cancel, except for the reason listed above, it will be at the festivals discretion whether to refund you 50% of the pitch fee, but a minimum of 50% (plus any admin charges) will be retained.
- Any cancellations within 1 month of the festival event will not be refunded. (50% of any services paid for may be returned at the festivals discretion).
- In the event of our EHO not supporting your application to trade due to a falsified hygiene rating or a score of under 3\* being discovered, any monies paid up to that point will not be refunded. (50% of any services paid for may be returned at the festivals discretion).
- The festival does not refund fees post event, except for any services that were unavailable on the day, i.e electricity or chiller hook ups, that can be verified by our electricians, or in the

event of the festival weekend having to be cancelled by us or reasons beyond our control, whereby the festival will endeavour to reimburse fees in due course.