



2023 ABERGAVENNY FOOD FESTIVAL – TERMS & CONDITIONS

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

Selection Process

Applications are put before a selection panel who select exhibitors based on our key criteria of 'quality, taste and sustainability'. We always look to include quality local, Welsh, unique, regular and new producers to offer a balance of variety, fresh offerings and familiarity.

If you are selected for 2023, we will be in touch with an email offer for your pitch which will include a Trader Pitch Offer Form for you to attach all of your relevant health and safety documents to. Once this form is completed and your balance is paid, your pitch is secure.

We are unable to accommodate all the traders we would like to offer a pitch to due to the amount of applications and in order to offer a variety and balance of stalls, so we invite all traders who we would like to accommodate on to our waiting list. Each year we are able to offer places to some of our waiting list traders due to cancellations, changes of circumstances, payments not being made and sometimes, new markets or pitches being added, and we usually allocate on a like for like basis.

There will be a small number of producers who we cannot offer a spot on the waiting list to, this may be due to heavy competition from a popular food category or because the panel didn't feel the fit was right for this year based on the criteria. This does not mean you cannot apply again next year however as things always evolve and the mix of traders changes each year. We cannot give individual reasons for your application being declined, however.

Please be aware that just being local, Welsh or small scale does not guarantee you a place at the festival, especially in competitive oversubscribed categories. The selection panel's decision is final and due to the sheer volume of applications the festival does not give individual reasons for not being selected. If you did not make it this year, there is a chance you will next year as we always include new producers and mix things up each year as well as providing consistency, visitor favourites – it's a delicate balance and a lot of work goes into curating the right blend and ensuring minimal crossovers, so we appreciate your understanding in this.

NB: The festival does not have an official rotations policy, however all trader applications are considered fairly and regulars may be asked from time to time to miss a year in order for

other traders to have a pitch, as we cannot accept all of the traders we would like due to not wanting to over populate or dilute the markets. Preference will always be given to Welsh and local traders where possible, who also meet our sustainability and quality criteria.

Payment Process

If you are selected, payment deadlines must be strictly adhered to as we simply don't have the resources to for the extra admin required to chase traders. There will be no payment plans available this year and no late payment fees, failure to pay in time will simply result in your pitch being offered to another waiting list trader instead.

A 50% deposit of the balance of the pitch fee (services excluded) will be payable to secure your pitch and confirm your booking by **Wednesday 5th April 2023**. The remaining 50% balance of the full pitch fee is due by **Wednesday 17th May 2023**. Payment plans will only be available to New Producers by advance agreement only, and must be paid by **Friday 30th June** at the latest.

This fee is non-refundable in case of trader cancelling or pulling out of the event and we have had to bring the payment deadlines forward this year to reduce the amount of admin time spent chasing unpaid fees and to give us more time to replace pitches if not paid for in time. In the event of the festival having to cancel due to government Covid restrictions this fee may be rolled over to 2024 or a refund may be requested at the festival's discretion (please see Covid cancellation policy below).

All services including alcohol/catering sales fees will then be payable by **Wednesday 2nd August**, 6 weeks before the event and will be invoiced for separately. Failure to pay this on time will result in your services not being booked in and a 10% higher rate will then be charged as a late booking fee. Power booked on the festival weekend will be subject to an even higher fee increase. Please see rate card.

Pitch fees for 2023 Market Hall – *standard 9ft x 4ft table pitch in covered market* - £410

- Upper Brewery Yard – *standard 3m x 3m pop-up pitch (outside)* - £330 (£440 for street food/caterers)
- Lower Brewery Yard – *standard 3m x 3m pop-up pitch (outside)*- £330 for produce, £490 for street food/caterers/alcohol wet sales – for traders wishing to open for the return of the Street Food Market, an additional £50 will be added to the pitch fee.
- Tiverton Place – *standard 3m x 3m pop-up pitch (outside)*- £330 (£440 for street food/caterers)
- The Priory Courtyard – *standard 3m x 2m pitch (outside)* - £300
- The New Producer's Market (Priory Souk) – *standard 6ft x 3ft trestle table pitch in covered tent area* - £175 or £230 for small producers (not new)
- The Castle – *4m x 4m standard pitch, larger pitches will be subject to extra costs based on frontage meterage* - £375 for produce, £550 for street food/caterers/alcohol vendors offering wet sales (*dry sales only are charged at lower produce rate*)

**Larger pitches will be subject to higher fees if they can be accommodated based on extra frontage meterage.

NB: There will be no street stalls, this includes St John's Square. Any stalls on the streets are independent to the festival and allowed to operate under MCC licensing terms if they sell similar produce to the shop they are trading outside.

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The Lower Brewery Yard Street Food Night Market will be returning however to provide visitors with an alternative option to dine with us on the Saturday evening and give street food traders in this market an extra opportunity for more sales. This will be subject to an additional fee for those that wish to trade at the Night Market as well.

There will be no additional catering fee again this year as this has been factored into the street food/catering price for each market where this category can be accommodated.

There will however be an additional Alcohol selling fee (for wet sales only) of £165 applicable, as standard (except for the Castle where this has been factored into the price)

Rate Card

Electricity

16amps Fri-Sun (£100)

16 amps Sat-Sun ONLY (£75)

32amps Fri - Sun (£175)

32 amps Sat-Sun ONLY (£150)

48amps Fri-Sun (£245)

48amps Sat-Sun ONLY (£230)

64amps Fri-Sun (£315)

64 amps Sat-Sun ONLY (£300)

On the day electricity costs

For the first 16 amps = £130 for Fri – Sun. £110 per subsequent 16 amps

Chiller van hook: up for 16 amps max (£130)

NB: Small fridges/chiller units that can fit within your pitch size are encouraged, rather than chiller vans/large units. For larger units or chiller vans there are limited spaces available (1 or 2 per site [except for LBY = max. 4]). Chiller vans are not permitted to run idle overnight

due to residential restrictions. These must be agreed in advance by the festival. These will be located off-site, within walking distance of your pitch and strictly allocated on a first come, first served basis and will affect where we are able to site you.

Wifi

£75 in advance
£125 on the day

Tables (except New Producer's Market & Market Hall where tables are included in pitch fee).

- £10 each if booked in advance
- £20 on the day

2023 Payment Deadlines

- Non-refundable pitch fee balance is due by **Wednesday 5th April**. No payment plans available this year. Failure to pay by this date, will result in a waiting list trader being offered your pitch. We do not have the resources to keep chasing for late payments, so please pay by the deadline or forfeit your pitch offer.

- Any services ordered on the Booking Form such as electricity, chiller hook-ups or alcohol fees will be due by **Wednesday 2nd August**. You will be invoiced for this separately. Failure to pay this on time will result in your services not being booked in and a higher rate will then be charged as a late booking fee for the extra admin required to chase and collect.

For any invoice or payment queries please contact Eleanor Hunter (accounts@abergavennyfoodfestival.com) BEFORE the above deadlines.

Covid Cancellation Policy

If the festival has to be cancelled due to Covid restrictions or government guidelines, any payments already made may be rolled over to 2024 to guarantee your pitch for that year instead or you may request a refund at the festival's discretion. If the event is unable to go ahead in 2024 due to government restrictions, all monies paid can be refunded upon request.

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 or due to factors outside of their control.

Stall allocations are final and requests for changes will usually not be accepted as we simply cannot fulfil all requests. Sites are carefully curated for variety, balance and to

accommodate electricity or size requests so changes have a knock-on effect. We appreciate your understanding and cooperation regarding this.

Risk Assessment/Food Safety Management System

All traders are required to have carried out a careful assessment of the potential risks associated with their particular activity that must also contain Covid secure cleaning and safety measures for your own stand staff and the public. You will be asked to submit a written copy of this Risk Assessment if selected via the Trader Pitch Offer 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.

Environmental Health & Trading Standards

Traders 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 traders handling any open foods must provide adequate hand wash Facilities, failure to have one upon inspection will result in you being asked to cease trading until you can acquire one.
- Equipment cleaning/disinfection– all traders handling any open foods must have adequate facilities for cleaning/disinfection of equipment. Please see Covid safety section below & ensure that you are aware of the recommended products and cleaning routines for Covid relating to your products.

Covid Safety

We expect all traders to have a rigorous Covid-safe risk assessment including Covid cleaning schedule in place this year and will need this to be submitted upon acceptance of any offer. The covid-safe measures that your stand will be following will also need to be displayed to

the public via notices and signage during the event, and these procedures and measures will be checked closely by MCC EH and festival organisers. Anyone found not to be following Covid-safe regulations, will be asked to cease trading immediately, with no refunds issued for loss of trading.

NB: Every trader will need to provide adequate hand sanitizer for public use and for staff use back of house and be required to wipe down all surfaces regularly with anti-bacterial solution, as well as a deep clean of all stand areas each morning and evening before and after trade following Covid safety best practices. You will also be required to consider safe queuing at your stall and have the necessary signage, especially for those that operate an order and then collection process for food where people will be waiting to collect for a period of time. Failure to comply with this or to provide an adequately safe system will incur a cease in trading until a suitable solution can be put in place or you may be asked to cease trading if an agreeable solution cannot be found.

Samples

Due to Covid regulations, communal samples are not allowed. Please only give individual samples on disposable, recyclable or biodegradable single use serve ware such as paper napkins, wooden toothpicks or wooden forks. Do not share serve ware between customers. No single use plastic allowed.

Food Hygiene Certificate and local EHO Registration

All traders handling food are required to have an acceptable Food Hygiene rating of no less than 3* and must be registered with their 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. Our local MCC 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 any paid pitch fees in this instance.

All traders offering ready to go food /drinks and samples to the public, including wine and drinks, must be able to provide a level 2 food hygiene certificate as per local MCC EHO guidelines.

Electricity

Electricity supplies must be ordered on your initial Application Form so that we can site you according to your needs if successful, and then confirmed on your Festival Offer Form. 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 19th September 2023).

Up-to-date certificates must be submitted via the Festival Offer 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 is more expensive, could delay you, and can create further issues for the organisers trying to draw additional power from nearby locations to stop outages. NB: any extra power ordered on the day will have to be paid for upfront before the power will be connected to you.

Please note that the use of generators is strictly 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 emily@totaltep.com

Wifi

Trader wifi will be available again this year from our provider Ogi who have made improvements and widened the coverage from last year. Multiple tokens can be given for the flat fee if you need to run several card machines at the same time, just let us know if selected. The public town wifi can become overwhelmed during the event so we do recommend adding wifi to your booking as our team of engineers will be on site to problem solve if necessary assist any queries if necessary.

Clean-Up Fee/Spillage Fee

Upon leaving the festival site during pack-down, you are required to notify your site manager who will then assess your area and ensure that you have left it clean and undamaged.

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, you will be required to pay for the cleaning or repair on the spot before you leave. Our accountant will issue a £150 fine which must be paid in cash there and then. Failure to cooperate or pay will result in immediate blacklisting from future festivals and associated events.

(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 that are not covered by the Spillage Fee, you will be liable for the additional costs for immediate payment. If such a fee is incurred, your applications for future years will be bound to an additional Spillage Bond cheque of £300, which will be required in advance of you being accepted to trade at 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 providing the site is left clean and undamaged. This will be taken into consideration in assessing future applications to trade also.

We therefore 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

- Traders 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.
- Traders 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 traders are required to display prominently on their stand full contact details: Business name, postal address and phone number, Covid safety measures, Allergens listing if applicable 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 site opening times (9.30am for the Festival across both days;) and remain open until site closing times, 6pm for Saturday, (except for the Street Food Night Market which will stay open until 9.30pm) and 5pm for all markets on Sunday.

Set Up and Pack Down

Stalls can be set up from 6.30am across most sites on the day of trading. Some sites can set up on the Friday 15th September between 6pm – 10pm (or 3pm – 7pm for Lower Brewery Yard) but all of this will be confirmed nearer the term.

You will be sent a detailed Trader Info Pack with all site-specific details included if your application is successful and can contact us for further information closer to the event.

Vehicles may NOT be kept by stalls and must be off-site by 8.30am, before road closures come into play across both days for the Festival.

Pack down of stalls is NOT permitted before your site closing time (either 5pm or 6pm), on both days for the Festival. 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, traders 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.

Alcohol sales

Traders selling alcohol require our Authorisation to Sell Alcohol. 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.

Please DO NOT apply for your own TENS as this affects the festival's licenses and causes administrative issues.

If you wish to sell alcohol by the glass, for immediate consumption, you will be required to pay an Alcohol Sales fee of £165 in advance, across all markets (this has been factored into the Castle pitch fees however so will not be charged in addition).

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 £165 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 or unit that cannot fit within your pitch size, you will need to apply for a Chiller van hook-up on the application form and confirm details on the Festival Offer Form if selected, providing accurate electricity power details and full dimensions of the van/unit and wait for approval from the festival if selected. There is a £130 fee for Chiller van hook-up. Consideration for noise levels and any disruption to local residents and businesses must be given at all times.

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, traders 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

We will be updating our Sustainability Policy soon to adhere to latest guidelines. Please check back. We always welcome suggestions and feedback from traders in regards to sustainability practices as we want to work together on this, so feel free to get in touch.

- 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 incur a £150 on-the-spot fine, and may be asked to cease trading if they continue to use this after being asked to stop, and will 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 made from recyclable plastic. We appreciate your support in this.

Waste disposal and Recycling

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

Each trader 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 on-the-spot clean-up fee of £150, or more if costs exceed this amount.

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. Hot water is required for handwashing (thermo flasks are an option)

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.

It is therefore Festival policy that every food and drink trader must display an allergen notice on their stall during the festival, either notifying customers of the allergens that may

be present in their food or prompting the customer to ask staff about any allergens as a minimum.

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.

Policy towards Festival Staff

Any hostile, aggressive, rude or threatening behavior towards Festival Staff and Stewards will not be tolerated. Incidences will be reported to festival security and the local police where necessary. Any offending traders may be asked to cease trading and will be blacklisted from future events.

Refunds/Cancellation Policy

If you cancel for any reason at any time after being selected, other than for ceasing trading (with proof sent of this at the time of cancellation), any monies paid up to that point will be retained by the festival, except for services (power, chiller hook-up and tables etc..) which may be refunded back to you at the festival's discretion. This will also be taken into consideration for any future applications.

Timewasters (those who do not pay by the deadlines nor respond to emails, reminders and payment notices) will be blacklisted, so we urge you to please communicate with us and look out for our emails, which is the festival's main method of communication.

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.

Please see Covid Cancellation Policy for details on rollovers and refunds should the festival have to cancel due to Covid and government restrictions.

Contacts

To comment on our procedures please write to:
The Chief Executive, via email affinfo@abergavennyfoodfestival.com