



Dartmouth Food Festival 2021 Exhibitors Terms and Conditions

22nd to 24th October 2021

Dartmouth Food Festival Ltd (the Organisers) are expecting up to 25,000 visitors over the festival weekend with a supporting line-up of celebrity chefs and workshops as well as national and regional PR leading up to the event.

Our priority is to offer our visitors a wide range of the highest quality local, regional and artisan produce and whilst we will do our best to accommodate our long-standing exhibitors, it is essential we bring in a number of new stalls each year to ensure a diverse and changing festival for the public to enjoy. Previous attendance may not therefore guarantee a place in a subsequent year.

Application

1. An application form, completed in detail, must be received before an Exhibitor will be considered for a trading stand at the festival. Please **DO NOT** send payment with your initial application.
2. The Organisers priority is to offer our visitors a wide range of the highest quality local, regional and artisan produce. Therefore we strongly favour products and companies from within the South West using locally sourced ingredients where possible. However, we will consider top quality products or those of a unique nature from outside this area. We do not accept applicants on a first come first served basis.
3. The Dartmouth Food Festival continue to focus on the impact of the festival on the environment, we have introduced a number of practices that we require our Exhibitors to comply with. Our 2021 environmental and plastics policy must be read and complied with as part of the application process. Listed below are five key points;
 - Using compostable or biodegradable serve-ware instead of plastic or polystyrene
 - No issuing of single use plastic bags to visitors
 - No single use plastic sachets of sauces, salt & pepper or sugar
 - No plastic straws
 - No drinks to be sold or served in plastic bottles. Cups and glasses must not be single use.

Please read our Plastics Policy very carefully and let us know of any concerns you have. Our environmental team will be checking your compliance with this policy during the festival.

A list of suppliers of suitable serve-ware will be provided on request.

4. Once you have been selected and have received our invoice, payment in full for the stand and any electricity points or tables will be required within 30 days from the date of the invoice.
5. Together with your payment you must provide the following:
 - Employers and Public Liability insurance with a minimum of £2 million any one event cover.
 - A business specific risk assessment document that satisfies our Health & Safety Consultant.
 - Proof of registration as food business, if applicable
 - PAT certificates for any electrical equipment
 - Company logo or related image for website (800 x 800 pixels)
6. As the Festival gets larger and more popular, we regret that we now have to state that if payment is not forthcoming within those 30 days your pitch will be allocated to another exhibitor.
7. In the event of an Exhibitor cancellation, the following will apply;
 - Cancellation between 31st May and 30th September 2021, a 50% refund will be given. If we are able to resell the stand a 75% refund will be given.
 - Cancellations after 1st October 2021 no refund will be given.
6. Application forms will only be accepted via our website e- application. All queries should be directed by email Mike Penn at exhibitors@dartmouthfoodfestival.com
7. Exhibitors will be listed on the official food festival website – www.dartmouthfoodfestival.com – with a link to your website. Details will be taken from the information the Exhibitor provides on the Exhibitors application form.

Stand/Trading Details

1. The Embankment, Royal Avenue Gardens and Boat Float marquees will be open for trading between 22nd – 24th October 2021.
2. The Market Square marquees will be open for trading from 22rd to 24th October 2021
3. All areas will be covered unless otherwise stated or you are told otherwise.
4. The Royal Avenue Gardens is the hub of the festival where all the Chefs Demos and Workshops take place.
5. Trading hours are 10am-5pm on Friday 22nd and Saturday 23rd October and 10am - 4pm on Sunday 24th October. **All Exhibitors are required to remain for the full opening times.** The Festival bar(s) will remain open until 8pm.
6. Set up of stalls is only permitted from 7am on the first day of trading; set up the previous evening is **NOT** permitted. Vehicles may not be kept by stands. Break down of stalls is **NOT** permitted before 4pm on Sunday 24th October.
7. Due to the enclosed nature of the trading areas, caterers are **NOT** permitted to use barbeques or any other equipment that creates grease or smoke, unless given express permission, in advance, by the organisers. Please note we are also a “Chip-free” festival. Environmentally friendly take-away containers must be used at all Festival locations – see separate Plastics Policy.
8. Exhibitors selling alcohol for on-site or off-site sales must apply for their own TEN license from South Hams District Council – 01803 861234. Exhibitors must provide evidence of this prior to the festival and bring this license with them to the festival. The Exhibitor will **NOT** be covered by the festival’s own license. Environmentally friendly glasses (or a scheme that encourages a reduction in plastic use) must be used at all Festival locations including the Bar(s).

9. Exhibitors must have their own public liability insurance and must have carried out a risk assessment and be registered with their local EHO. They must comply with all food hygiene and other legal requirements in relation to their product and service offerings.
10. Exhibitors must not do anything that may reasonably be considered to cause a nuisance or annoyance to the Organisers or to any other exhibitor of adjoining stands or nearby premises.
11. Exhibitors will be expected to exhibit products and services that are consistent with their accepted application form.
12. Pitches are approximately 3m frontage x 2m.
13. Electrics are charged at £20 per 13-amp socket per day so the Exhibitor must specify how many sockets will be required. Equipment requiring more than 13 amp supply must be included on the application form and the cost of supplying electricity to these locations will be quoted for on an individual basis. Electrical equipment must have a current PAT certificate which will be checked on your arrival.
14. Electricity is **NOT** a continuous 24 hours due to the noise from the generators in residential areas but will be available during opening hours.
15. All Exhibitors must ensure that they have a suitable floor covering underneath their stand to prevent slippages and staining. Any spillages or litter of any kind, including grease, waste material and food debris, must be cleared up and disposed of and the stand left in a clean and tidy state. A bond cheque of £150 will be required from all Catering stands to cover any costs incurred professional cleaning after the Festival. If a Exhibitor's pitch (Catering or Retail) has in previous years required professional cleaning, a bond cheque of £250 will be necessary – Exhibitors will be informed of this prior to their application being accepted. If the Organisers find it necessary to have a pitch professionally cleaned, the Exhibitor will be invoiced the full cost of this. Exhibitors must accept responsibility for repairing any damage caused to the pitch.
16. Bins will be provided around the festival site for general waste and recycling. Exhibitors are expected to familiarise themselves with these locations and use them. Cardboard will also be collected from designated locations but must always be broken down and stored neatly.
17. The Organisers are in discussion with SHDC about parking availability for the 2020 festival. If our negotiations are successful, Exhibitors will be sent information by email indicating availability and cost.

Applicable Law and Jurisdiction

1. These booking terms shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts.

Liability

1. Nothing in these Conditions affects any liability for death or personal injury caused by the Organisers' negligence or breach of statutory duties. The Organisers shall not be liable for any other death or personal injury.
2. The Exhibitor must take all necessary steps to safeguard their property. No liability is accepted by the Organisers in respect of damage to, or loss of, such property except where the damage or loss is caused by any neglect or breach of statutory duty by the Organisers.

3. Except in respect of death or personal injury, if the Organisers are found liable to the Exhibitor on any basis, the maximum amount the Organisers will pay is the amount of the rental fee. The Organisers shall not be liable to the Exhibitor by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Organisers, their servants or agents or otherwise) which arise out of or in connection with these booking terms.
4. In the event that the festival is cancelled, or areas become unavailable for reasons beyond the control of the Organisers, the organisers reserve the right to cancel the booking and booking fee and any other sums paid to the festival by the Exhibitor will be refunded. The Exhibitor will have no other claim against the organisers. The Exhibitor will indemnify and keep indemnified the Organiser against all actions, proceedings, costs, claims and demands which may be brought or made against the Organiser in respect of death, personal injury, financial loss or damage to property arising directly or indirectly from the acts or omissions of the Exhibitor in connection with the Festival.

Publicity

1. The Festival enjoys excellent regional and national media coverage and social media plays a huge part in the publicity of our Festival, so we ask that you provide us with your social media links and tell us of any news stories, new products and recipes that may be of use in our publicity. In return we ask that you Follow us, Like us and Pin us too:

Twitter : DartFoodFest

Facebook : DartmouthFoodFestival

Instagram : dartmouthfoodfestival

You Tube : dartmouthfoodfest

Pinterest : dartfoodfest

2. If you are interested in becoming a Sponsor of the Dartmouth Food Festival then please get in touch. Our packages can be tailored specifically to your needs.

Payment details

1. When an application has been approved an invoice will be issued with instructions for payment.
2. After payment has been received a receipted invoice will be emailed to the Exhibitor.
3. See below for General Fees.
4. A bond cheque of £150 will be required from all Catering applicants to cover any potential costs incurred from having the trading area professionally cleaned after the Festival. This will be returned or destroyed if cleaning is not required. If an Exhibitor's pitch (Catering or Retail) has in previous years required professional cleaning, a bond cheque of £250 will be required. Bond Cheques must be provided within 30 days of invoice for the pitch.

Fees

Royal Avenue gardens

- Three day Catering pitch £575 + VAT

Embankment

- Three day Catering pitch £500 + VAT
- Three day Retail Pitch £315 + VAT

Boat Float

- Three day Catering pitch £500 + VAT
- Three day Retail Pitch £305 + VAT

Market Square

- 2 - Day retail pitch £175 + VAT
- 3 – Day retail pitch £290 + VAT

Market Square Marquee

- One day only (Sunday) retail pitch £95 + VAT

Bar

- Three day Bar Pitch £580 + VAT