



## 2023 DARTMOUTH FOOD FESTIVAL – TERMS & CONDITIONS

By applying for a trader pitch at the Dartmouth Food Festival, you agree to adhere to our Terms and Conditions as laid out here. In this document “we”, “us” and “our” refers to Dartmouth Food Festival Ltd and “you” refers to persons applying to be stallholders or selected as stallholders.

### Selection process

We put applications before a selection panel who select stallholders based on our key criteria of ‘quality, taste and sustainability.’ We always look to include quality local, West Country produced, unique and new producers and products to offer a balance of variety and fresh offerings.

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 your relevant health and safety documents to, including insurance and company logo. Once this form is received by us properly completed and your balance is paid, your pitch is secure subject to your compliance with the terms hereof.

We are unable to accommodate all the traders to whom we would like to offer a pitch, due to the number of applications we receive and in order to offer a variety and balance of stalls. So, we will automatically place such traders on 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. We usually allocate on a like for like basis.

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

### Payment process

If you are selected, payment deadlines must be strictly adhered to as we simply do not have the resources required to chase stallholders. There will be no payment plans available this year and no late payment fees. Failure to pay in time will simply result in your application being cancelled and the pitch being offered to another waiting list trader instead.

A 30% deposit of the balance of the pitch fee (services excluded) will be payable to secure your pitch and confirm your booking by **Wednesday 31<sup>st</sup> May 2023**. The remaining 70% balance of the fee for the pitch and any services required is due by **Monday 31<sup>st</sup> July 2023**.



In the case of a stallholder cancelling or pulling out of the event before 31<sup>st</sup> August a 50% refund will be given (excluding the deposit). Any stallholder cancelling after this date will not be entitled to any refund

### **Pitch fees for 2023**

- Market Square – Pitch in covered Historic Market Square Area which is located in the Victoria Road Area. These pitches are a mix of stand alone gazebo pitches and Butter Market table pitches, and are available as 2 Day Pitches only (Saturday and Sunday). £175 + VAT
- Boat Float – Covered pitch in marquee around the Boat Float Area, in front of the Royal Castle Hotel. These are 3 Day Pitches (Friday, Saturday and Sunday) and are a standard 3 x 3 metre. Retail £315 + VAT Catering £500 + VAT
- Embankment – Covered pitch in marquee in one of the 3 marquees on the South Embankment. These are 3 Day Pitches (Friday, Saturday and Sunday) and are 3m frontage x 2m. Retail £315 + VAT Catering £500 + VAT. Some stand alone gazebos or vehicle pitches are available.
- Royal Avenue Gardens – Mix of covered and stand alone gazebo pitches in the main festival area. These are 3 Day Pitches (Friday, Saturday and Sunday) and are a standard 3 x 3 metre. Catering only £575 + VAT

### **Rate card**

**Electricity** (*these prices are for the duration of the festival*)

- Retail Pitch Not Including refrigeration - £30
- Retail Pitch to include refrigeration - £65
- Catering Pitch - £65

*NB: Small fridges/chiller units that can fit within your pitch size are encouraged, rather than large units.*



Electricity is not provided continuously for 24 hours due to the noise from the generators in residential areas but will be available during opening hours.

**Tables** (*Except in the Market Square where tables are included in pitch fee*).

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

### **2023 Payment deadlines**

The pitch fee balance is due by **Monday 31<sup>st</sup> July**. Failure to pay by this date, will result in a waiting list trader being offered your pitch, so please pay by the deadline or forfeit your pitch offer.

Payment for any services ordered on the Booking Form such as electricity, tables or parking is due by **Monday 31<sup>st</sup> July**. Failure to pay this on time will result in your services not being booked.

For any invoice or payment queries please contact Lexi Dyer – Festival Coordinator ([office@dartmouthfoodfestival.com](mailto:office@dartmouthfoodfestival.com)) BEFORE the above deadlines.

### **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 festival office.

### **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.

We reserve the right to change the site plan at our discretion or due to factors outside our control.

Stall allocations are final and requests for changes will 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 stallholders are required to have carried out a careful assessment of the potential risks associated with their activity that must also contain 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**

We hold Public Liability Insurance in respect of our own activities but not those of stallholders. All stallholders must hold their own Public Liability Insurance and Product Liability with cover of at least £2 million for any one event, and where appropriate Employers Liability. You will be asked to supply copies of your insurance Certificates covering you for the dates of the festival if selected.

## **Health and Safety**

At all times whilst on the site, you must 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.

We and the Environmental Health Officer reserve the right of inspection, before and during the festival.

Due to the enclosed nature of the trading areas, stallholders are **NOT** permitted to use barbeques or any other equipment that creates grease or smoke, unless given express permission, in advance, by the organisers

## **Environmental Health & Trading Standards**

Stallholders must comply fully with relevant legislation in respect of Trading Standards, Health and Safety and Environmental Health of South Hams District 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 our requirement and that of South Hams District Council:

- Handwashing - all stallholders 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 stallholders handling any open foods must have adequate facilities for cleaning/disinfection of equipment.

## **Samples**

Samples are 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 stallholders 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 EHO externally follows-up to double check all certification is present and correct. Any stallholder 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 stallholders 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 EHO guidelines.

## **Parking**

We can provide a small number of parking spaces for stallholders. This is offered strictly on a first come first served basis. Spaces are located in Mayors Avenue Car Park at a cost of £15 per day. Please indicate on your form if this is required. If you are successful you will be notified via email. Payment will be required with your balance by **31<sup>st</sup> July 2023**



## **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 Trader Pitch 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 22<sup>nd</sup> October 2023).

Up-to-date certificates must be submitted via the Trader Pitch Offer Form sent to selected stallholders 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. Extra usage 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 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.

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

Upon leaving the festival site during pack-down, you are required to leave your pitch clean and undamaged.

If you damage our 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 Plastics Policy) on your stall, you will be required to pay for the cleaning or repair. We will issue a £150 fine. Failure to cooperate or pay will result in immediate blacklisting from future festivals and associated events.

Please notify our site manager of any accidental spillages or stains to your area. 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 payment of £300, which will be required in advance of you being accepted to trade at the event. This amount will be held until the end of the event when it will be returned at the discretion of our Site Manager providing the pitch 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**

- Stallholders must not place goods beyond the boundaries of their stall or pitch, either on the ground or hanging unless previously agreed with us.
- There will be no sub-letting of stalls without prior consent from us.
- Stallholders are required to co-operate with Site Managers, Security, Emergency Services, Council officers and all official organisations on site.
- We do 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 Stallholders are required to display prominently on their stand full contact details including Business name, postal address and phone number, Allergens listing if applicable and if relevant to your business, their Food Hygiene Score/rating in compliance with EHO Food Hygiene regulations.
- Stallholders 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.
- Stallholders must exhibit products and services that are consistent with their accepted application form.

## **Trading hours**

All stallholders must be open and ready to trade at site opening times (10am for the Festival across all three days) and remain open until festival closing times, 5pm for Friday and Saturday, and 4pm on Sunday.

## **Set Up and Pack Down**

Stalls can be set up from 8am across most sites on the day of trading. Set up the previous evening is not permitted. 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.

Pack down of stalls is NOT permitted before your site closing time (5pm on Friday and Saturday and 4pm on Sunday). If you are required to close early for any reason please contact the site manager.

### **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. Barbeques are not permitted, unless permission is granted in advance

### **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.

### **Alcohol sales**

Stallholders selling alcohol (on and off sales) require a TENS licence issued by South Hams District Council. This licence will be required to be submitted to the festival office in advance and displayed at all times during the event.

### **Authorised vehicles**

Once the event has opened there can be no vehicle movement.





## **Refrigerated vehicles**

We have very limited space and may be able to provide a small amount of chiller space, but this will be allocated on a first come first served basis. Please contact the festival office to confirm if any space is available.

## **Security**

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

## **Disposables and sustainability**

Please see our Plastics Policy to adhere to our guidelines. We always welcome suggestions and feedback from stallholders regarding sustainability practices as we want to work together on this, so feel free to get in touch.

- We are striving to further reduce all single use plastic across the festival, 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.
- Stallholders found to be using single-use plastic disposables will be asked to stop immediately 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 stallholders 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**

Stallholders are expected to keep their surrounding areas as clean as possible throughout the event. Waste management information will be provided in the trader information pack



## **Water**

It is NOT currently possible to provide water connections to individual stalls, however there are water points and drinking water points available across the site. We do 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 our 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 and logo 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 behaviour towards our contractors, staff, stewards and volunteers will not be tolerated. Incidences will be reported to festival security and the local police where necessary. Any offending Stallholders 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 31<sup>st</sup> August 2023, 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 (electric, tables etc..) which may be refunded back to you at our discretion. This will also be taken into consideration for any future applications.

Those who do not pay by the deadlines nor respond to emails, reminders and payment notices will not have their stall applications considered in future years, so we urge you to please communicate with us promptly and look out for our emails, which is the festival's main method of communication.

We do not refund fees post event, except for any services that were unavailable on the day, i.e. electricity or tables, 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.

### **Contacts**

To comment on our procedures please write to the festival office, via email [office@dartmouthfoodfestival.com](mailto:office@dartmouthfoodfestival.com)

### **Liability**

1. Nothing in these Conditions affects any liability for death or personal injury caused by our negligence or breach of statutory duties. We shall not be liable for any other death or personal injury.
2. The stallholder must take all necessary steps to safeguard their property. We accept no liability in respect of damage to, or loss of, such property.
3. Except in respect of death or personal injury, if we are found liable to the Exhibitor on any basis, the maximum amount we will pay is the amount of the rental fee. We shall not be liable to a stallholder 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 our negligence, our servants or agents or otherwise) which arise out of or in connection with these terms.

4. If the festival is cancelled, or areas become unavailable for reasons beyond our control, we reserve the right to cancel the booking in which event the booking fee and any other sums paid to us by the stallholder will be refunded. The stallholder will have no other claim against us. The stallholder will indemnify us and keep us indemnified against all actions, proceedings, costs, claims, and demands which may be brought or made against us in respect of death, personal injury or damage to property arising directly or indirectly from the acts or omissions of the stallholder in connection with the festival.