eat:Festivals
2027 Terms and Conditions

TERMS AND CONDITIONS

These Terms and Conditions and the Contract, and any dispute or claim arising out of or in connection with them, shall be governed by and construed in accordance with the law of England and Wales. Subject to any mandatory rights available to a consumer under applicable law, the courts of England and Wales shall have exclusive jurisdiction in respect of the same.

The Applicant – the Producer's authorized representative responsible for supplying all information about produce and making pitch applications and decisions on behalf of the Producer. Applications from Producers under the age of 16 must be submitted in the name of their responsible adult, 'Trading As' the Producer's name.

The Producer – the company or individual that farms, grows, tends, harvests, forages or manufactures the produce to be sold. This also refers to those providing services, or activities with public benefit, who have been offered a pitch.

The Trader – the individual attending and operating the Producer's stand at the Event. We always hope this is one and the same person. Producers under the age of 16 must be accompanied by their responsible adult on festival day.

The Organiser – eat:Festivals Directors, comprising Head of Sparkle & Head of Spread Sheets.

Pitch Fees – fees due for booked pitches, as communicated to the Applicant at the time the booking is made. The fee structure is also stated on the Application Form.

Booking – a pitch offer, made in writing to the Applicant, after the Cooling Off period, subject to these Terms & Conditions.

Contract – the legally binding agreement between the Organiser and the Producer for the provision of services, incorporating these terms and conditions.

1. **Cooling Off**: Applications open in the previous November for the year ahead. When eat:Festivals offers pitches for specific dates the Producer has 14 days to cancel the booking with no penalty in a *contractual cancellation period*. After this the booking becomes binding and subject to Clause 2 of these Terms & Conditions.
   There are two annual occasions which are exceptional:
   From the application start date on the previous 1 November, the contractual cancellation period is extended until 31 January, during which time Producers may request to amend their bookings without penalty, subject to the Organiser being able to accommodate the requested change;
   After 1 August, or within 4 weeks of a festival, the contractual cancellation period is one working day. In these cases, eat:Festivals considers the written offer to be a confirmed booking, unless the Producer explicitly rejects the offer within one working day of receipt.

2. **Cancellation, Fee Payment & Refund**:
   Payment Terms - Applicants may request staggered payment dates on bookings up to August. From 01 August onwards, full payment is due on booking.
   If the Applicant cancels their booking their full pitch fees will be refunded, less a Cancellation Admin Fee. Cancellations should be made in writing by email. A Cancellation Admin Fee will be charged as follows:
   a. Cancelled 10 weeks or more before the festival – £20. Growers + primary producers who cancel for harvest/livestock reasons are exempt, at any point
   b. Cancelled 3 weeks or more before the festival – £40 Growers + primary producers who cancel for harvest/livestock reasons are exempt.
   c. Cancelled less than 3 weeks before the festival – Full pitch fee due
   d. Subsidised pitch – Full admin fee regardless of cancellation date

Applicants' accounts will be credited with the balance after the relevant canx admin fee is deducted. If pitch fees have not yet been paid the canx admin fee will still be payable and may be deducted from any deposit held.

Non-Payment of Fees: If the Applicant fails to settle an invoice by the due date without prior written agreement from the Organisers, this will be treated as a cancellation. The booking will be cancelled, Applicant moved to Wait List and the applicable Cancellation Admin Fees [as above] will be charged from the invoice due date. Any fees paid, including deposits, may be used to cover this amount.
If the payment is later received in full, the booking may be reinstated, at the discretion of the Organisers, subject to pitch availability at the time of payment.

If the Organiser cancels the booking / event for reasons beyond their control, please refer to Clauses 4, 18, 29.
If the Organiser cancels the event for reasons deemed to be avoidable Clause 4 applies.

3. **Securing a booking**: Pitch Offers are made in writing and will include details of the pitch fee. An invoice will be issued for either a non-refundable deposit or the full amount due. A booking is only secured once payment is received in accordance with the payment terms stated on the invoice. If payment is not received by the due date the Organisers reserve the right to cancel the booking in accordance with Clause 2. The Trader will be notified in writing prior to any cancellation taking effect. Organisers may reallocate the pitch. Any deposit paid will be credited against the last invoice of the season, unless cancellation admin fees apply, in which case the deposit may be used to cover those fees.

4. **Termination of Booking & Cancellation or Abandonment of event:** The Organisers reserve the right to cancel a booking at any time prior to the event by providing written notice to the Applicant ["Termination Notice"] stating the reason for cancellation.
In the event that the Festival, or any part of it, or a single booking, is cancelled or abandoned for any reason, the Applicant shall not be entitled to claim for any loss, damages, or expenses incurred as a result.
The Organisers with notify Applicants at the earliest opportunity and process applicable refunds within 60 days. Refunds of pitch fees, in full or in part, will be made at the Organisers' sole discretion taking account of any irrecoverable costs or expenses already incurred.

5. **Sustainability**: Traders must follow our current Sustainability Statement [published online here www.eatfestivals.org/apply] as well as the details they gave on application. This includes supporting eat:Festivals' published goals to eliminate single-use plastics, use of compostable/biodegradable serve-ware or recyclable packaging, and displaying recycling information on packaging or at the point of sale.

   No single-use plastics are permitted, including 'degradable' plastic bags. The only exception to this is primary packaging for vac-packed perishable produce.
   For clarity: 'degradable' or 'oxo-degradable' plastic bags are made with chemical additives that cause them to break down into microplastics when exposed to heat and sunlight. These microplastics are harmful to the environment, difficult to clean up, and can also enter the food chain and pose a threat to animal and marine life.

   Packaging and serve-ware should be fit for purpose. Packaging for take-home items must not risk damaging other purchases by being unfit to contain oil or moisture.

6. **Produce on sale**: All items displayed, sold and promoted at the festival must have been approved by The Organiser on application. Any subsequent changes should be approved by email. To avoid saturation the Organiser may reasonably request that a particular product in a range is not offered at

a specified event. Licenses for alcohol sales will be managed and held by The Organiser, and charged to The Trader with each festival invoiced. Products or services with offensive, explicit or discriminatory labelling are not appropriate and you may be asked to remove them from display. The Trader may occupy the pitch to display only the Permitted Goods and Services. You are **not allowed to sub-let** your pitch, or transfer your booking to someone else, without the Organiser's **written permission**.
We comply with health regulations and Food Standards Agency [FSA] guidance. Consequently, some items may not be permitted: e.g. drinks containing glycerol E422. [FSA directive 21.9.23] Produce containing these artificial colours, which have been linked to hyperactivity: sunset yellow FCF (E110); quinoline yellow (E104); carmoisine (E122); allura red (E129); tartrazine (E102); ponceau 4R (E124). Canned drinks with caffeine levels over 100mg are not allowed.

7. **Food Safety & Hygiene**: All Applicants and Traders handling food or drink must comply with current UK environmental, food safety and hygiene legislation. This includes, but is not limited to, the Food Safety Act 1990; the Food Safety and Hygiene (England) Regulations 2013 (as amended)**;** the General Food Law Regulation (Regulation (EC) No.178/2002) (retained UK law); the Food Information Regulations 2014 including the UK Food Information Amendment 2019 ("Natasha's Law"); The Health and Safety at Work etc. Act 1974; The Dangerous Substances and Explosive Atmospheres Regulations 2002 (DSEAR); The Licensing Act 2003 (for alcohol sales); The Food Hygiene (Markets, Stalls and Delivery Vehicles) Regulations 1966, as amended.
Food Safety Training & Certification: All food handlers must have up-to-date food safety training, appropriate to their level of responsibility. Evidence of this training must be available on request by the Organisers or local authority officers (e.g. Environmental Health Officers). Traders or their staff must not attend the event if they are unwell, particularly with symptoms of illness that could pose a food safety risk (e.g. diarrhoea, vomiting).
Food Business Registration: All food businesses must be registered with their local authority. Applicants must be listed on the Food Standards Agency (FSA) Food Hygiene Rating Scheme**,** or hold SALSA accreditation**.** Traders must maintain an FSA hygiene rating of 3 ('Generally Satisfactory') or above**.** A link to the trader's current FSA rating must be provided at the time of application. If a new inspection takes place during the year, an updated link must be provided to the Organisers. FSA ratings must be clearly displayed at the events.
Operational Food Safety Requirements: All traders preparing and serving food at the event must ensure the following standards are met at all times:
   - Full compliance with current Food Safety, Health & Safety, Trading Standards, and (where applicable) Alcohol Licensing legislation.
   - Adequate handwashing and equipment-washing facilities must be provided by the trader on-site.
   - Strict separation of raw and cooked foods must be maintained to prevent cross-contamination.
   - Unpackaged or open foods must be protected from contamination using covers or sneeze screens**.**
   - Money must not be handled during food preparation or service without appropriate handwashing or glove changes.
   - All pre-packaged foods must be correctly labelled, including full ingredient lists and allergen information, in accordance with Natasha's Law and other applicable regulations. For guidance, visit www.food.gov.uk/safety-hygiene/food-allergy-and-intolerance.
   - Traders offering free samples or complimentary refreshments are reminded that food safety regulations still apply.
   - Traders offering a chilled food or 'keep-cold' service must ensure that this does not compromise the safe storage of food stock, particularly items requiring temperature control.

Regulatory Oversight: Environmental Health Officers, Trading Standards, or other authorised officers may inspect any trade stand at any time during the event. Traders must comply fully and promptly with any instructions or recommendations issued by these officers. The Organisers may request further information or take action in response to concerns raised before, during, or after an event day, including in relation to food hygiene, health & safety, or legal compliance. While the Organisers are available to advise on health & safety matters, they cannot intervene or mediate in disputes between traders and local authority officers.

8. **Housekeeping on Site**: All Traders are responsible for maintaining high standards of cleanliness & safety throughout the event. Pitches must be kept clean at all times including counters, prep space and gazebos, both front of house and in prep space. A regular cleaning routine must be in place.
All Traders are responsible for removing all of their own waste from the site at the end of the festival. This is so that you can manage waste that should be recycled, in accordance with current regulations, namely: (a)Dry recyclable materials [plastic, metal, glass]; (b)paper + card; (c) food waste; (d)residual waste [non-recyclable]. [This applies irrespective of micro-firms' 2026 exemption from Simpler Recycling requirements]. Failure to remove waste or dispose of it responsibly may affect future bookings.
Stock & packaging must be safely stored and must not create a hazard to staff, crew or public.
Unsecured dogs are not permitted at any time.
Traders must only occupy the space allocated to them in their booking. Any additional space use must be approved in writing by the Organisers in advance.

9. **Canvassing & conduct on site**: Traders must conduct their business in a manner that does not interfere with the interests of other traders. Traders should not canvass for customers beyond the boundaries of their pitch unless specifically invited by the Organisers. Additional, safe, clear signage [A-boards, banners, stands etc] is however encouraged but may be moved, at the request of the Organiser, if it presents a hazard. Flyers and brochures should be either self-serve or placed into bags and boxes, not distributed to passers-by. Charismatic selling is encouraged, including touting for business. If you use amplification on your stall you may be asked by The Organisers to adjust the volume or expect to be positioned in a pitch where amplification will not cause a nuisance to other traders. Traders should not engage in activities which are deemed to be unethical or in breach of the law. eat:Festivals reserve the right to eject any Trader without refund if they do not comply with these conditions.

10. **Drugs & alcohol**: A no smoking and no vaping policy operates when managing a stand. Any Trader who appears to be inebriated or under the influence of drugs may be asked by The Organiser to cease trading without refund.

11. **Presentation**: In the interests of public safety and other Traders' viability, Traders must not dismantle their stand until the event closes. Traders are to keep their stand appropriately dressed and maintained and all produce open to view and the stand adequately staffed continuously during the agreed opening hours of the festival. Signage should be clearly legible from at least 3m. "Sold Out" signage is encouraged. Any variation to trading times will be agreed through consultation with all traders and announced in person by The Organisers or their representatives. Setting down your stand early may result in any future event pitch bookings being cancelled.

12. **Inclusion & Diversity**: The Organisers will not tolerate any form of discrimination on any grounds including sex, gender identity, sexuality, race, religion or belief, social status, health, age, physical ability or neurodivergence. Whilst trading with eat:Festivals, our crew will defend The Trader's right to operate free from discriminatory behaviour, harassment, micro-aggressions, abuse or intimidation, as well as that of our visitors. We are committed to ensuring that eat:Festivals provide an inclusive and safe space for individuals targeted by discrimination such as racism, sexism,

transphobia, ableism, ageism and homophobia. Every person who participates in eat:Festivals has a shared responsibility to oppose discriminatory behaviour and promote inclusivity at our festivals. eat:Festivals are a collaborative venture, and we believe that our collective diversity makes us stronger, both at our events and within the #eatfestivalsfamily.

13. **Mutual Respect**: eat:Festivals work with successful, friendly, collaborative Traders. Producers trust us to promote their interests, but not at the expense of others. The producers we work with together bring more than they take from our communities over time. We're very happy to support new businesses, and we expect folk to share their success reciprocally and practice mutual respect. eat:Festivals' staff, production partners, sponsors, mystery shoppers, traders or a member of the public may raise a concern about a Trader's discriminatory, malignant or malicious conduct, demeanour, branding or service. The Organisers will discuss that concern with the Trader. Depending on the outcome of our discussion, The Organisers may relay that Trader's satisfactory explanation to the complainant on their behalf and take further action to defend their reputation. In the event of an unsatisfactory outcome however The Organisers reserve the right to withdraw any subsequent pitch offers and bookings, including from the complainant. Any Trader displaying aggressive behaviour will be asked to leave immediately. Any Applicant found to have submitted fraudulent or deceptive data on application will have offers withdrawn and deposit withheld, at the Organisers discretion. We don't work with tossers.

14. **Modern Slavery**: The Organisers believe that modern slavery in all its forms, forced and child labour, servitude, slavery, human trafficking and human exploitation is an abhorrent problem in the world. eat:Festivals has a zero-tolerance approach to all and any aspect of modern slavery and expects our suppliers, Traders, sponsors and partners to comply with, and embrace the spirit of, the Modern Slavery Act 2015. All Staff, including children, should be paid the appropriate minimum wage at the very least, regardless of whether they are on PAYE payroll, and should work for no more than 4 hours before being given a break.

15. **Safeguarding**: Children under the age of 16, however capable, must not be left solely in charge of a stall. Vulnerable adults must not be left solely in charge of a stall. Children aged 13 or more may work as part of a Trader's staff. Children 12 years old and under should be mentioned on an Applicant's Risk Assessment and accommodated in a safe and responsible manner, away from sources of heat. Where concerns are raised about the welfare of any Trader's staff or assistants, The Organisers will raise this issue with The Trader immediately and may ask them to cease trading until the issue is resolved. All Traders will be made aware of the Safeguarding Officer on duty in their Welcome Pack.

16. **Accessibility**: If the Trader or any member of their staff has any physical disability or neurodivergent needs, The Applicant should let The Organiser know of any requirements when applying. This helps us make reasonable adjustments where possible – e.g. pitch location, level access, noise sensitivity, sensory considerations, proximity to toilet or emergency evacuation needs. We ask for some of this detail in our Perfect Pitch questions in the Application.
The Organisers have taken steps to provide facilities and access for mobility and hearing-impaired traders and visitors. Traders must make reasonable adjustments to ensure that their stands are accessible and inclusive in line with the Equality Act [2010]. It is essential that all Traders consider access to their stalls to provide the best possible service to visitors with diverse abilities. Consider physical access to your stall and merchandise, step free access, lowered counters, offering tailored customer service. Advisable adaptations include having a bell or flag for wheelchair-user service, making available accessible font [16pt] versions of your price list, allergens or ingredients for customers to hold and read and being aware of many visitors' needs for lip-reading.

17. **Limitation of Liability**: this clause sets out The Organisers' liability to the Applicant and the Trader, including any liability for the actions or omissions of the Organisers' employees, agents, consultants

and subcontractors, whether arising from:
a breach in these Terms and Conditions;
A misrepresentation or statement; or
A tortious act or omission [including negligence],
but excluding and fraudulent acts or omissions.

17.1 **Liability for Personal Injury or Death**. Nothing in these Terms excludes or limits the Organisers' liability for death or personal injury caused by the negligence of the Organisers or their employees, agents, or subcontractors.
17.3 **Excluded Losses**. Subject to clause 17.1, The Organisers shall not be liable to The Applicant or Trader for any: loss of profits, business, revenue or anticipated savings; loss of contracts, goodwill or reputation; loss or damage arising from claims by third parties; Indirect, special or consequential loss or damage, even if such loss was foreseeable or the Organisers had been advised of the possibility of such loss.
17.4 **Aggregate Claims**: If multiple breaches or defaults give rise to substantially the same loss, they shall be treated as a single claim for the purpose of this clause.
17.5 Subject to clauses 17.0 to 17.4, the Organisers' total aggregate liability under or in connection with these Terms shall not exceed the total amount paid by the Trader to the Organisers for the relevant booking(s) in the 12 months preceding the event giving rise to the claim.

18. **Damage & Loss**: Traders are responsible for their own goods at the festival, and no responsibility is accepted for loss, damage, or financial loss, due to abandonment or cancellation of the event due to factors beyond The Organisers' control. [see Clause 29] Traders must ensure they have made adequate and suitable preparation to allow for adverse weather conditions. If for any reason assistance in moving Traders' vehicles or property is required and provided by The Organisers, in applying to trade the Applicant shall agree to indemnify The Organiser, their agents and employees and any other person who may assist The Trader, against any claims in respect of damage to vehicles or property arising from the assistance.

19. **Health & Safety:** A Risk Assessment for all trading activity, including safeguarding children and staff, should be written specifically for each Event by the Trader or Applicant. A copy, electronic or paper, should be available to The Organisers and to any relevant authority on request. In addition, any Trader who is using a heat source should complete a Fire Safety Risk Assessment prior to each event and submit it to The Organisers. The Trader should have read, and be able to demonstrate their understanding of, all Risk Assessments on the day. [Risk Assessment templates are available in advance from The Organisers.] The Organisers reserve the right to close down immediately any area, identified by the Operations Manager as unsafe or not meeting acceptable standards of safety, until the issue is resolved.
Traders are responsible for any accidents or injuries to the public caused by their products, displays, stands or their use of the space allocated to them. The Events are subject to unannounced visits by representatives of the Health & Safety enforcing authority, not only during the Event but during the set-up and set-down periods. Any Trader or contractor not complying with the relevant legal requirement will be liable for prosecution.
Traders are reminded of their responsibility for the Health & Safety of the general public whilst on their stands: the need for adequate supervision of stands by competent persons at all times; the need to ensure that items offered for sale comply with current legislation; the need for safe storage and location of flammable materials.
All accidents should be reported to the Organisers as soon as practicable and before the end of the event. It is expected that all Traders preparing food at their stall will have a First Aid kit. First Aid kits are available at each venue. First Aid trained staff are present at all events.

20. **Insurance & Responsibility**: The Applicant must hold and maintain appropriate Public Liability Insurance and Third-Party insurance with a minimum cover of £5 million. This should cover the Applicant's stand, display and any additional equipment under their control. Where food is sold the Applicant must hold specific insurance covering food poisoning or contamination risks for the same minimum amount. A copy of The Applicants Public Liability Insurance [PLI] certificate should be submitted on request. It is the Applicant's responsibility to send The Organiser a PLI certificate on renewal. The Organisers do not hold insurance covering event cancellation. Applicants are strongly advised to obtain their own insurance to cover potential cancellation risks, using a broker that is regulated by the FSA for professional advice. It is the responsibility of the Applicant to ensure that their staff or agents, including The Trader, are aware of all the conditions and regulations regarding their stand.

21. **Communication**: The pitch details will be confirmed by email shortly before the festival along with logistics, directions and any specific instructions for the festival, using the email address supplied on application, in a Welcome Pack. If there is a change of personnel, email address or business address, it is the Applicant's responsibility to inform The Organisers. **Cancellations should be made by email.** The email address hello@eatfestivals.org should be added to the Applicant's email contact lists so that messages are received in a timely manner. Where there is a change of business owner, The Organiser is not under any obligation to uphold a booking made by a previous Applicant and pitch fees may be refunded, as per Clause 2, after contact from the new owner.

22. **Additional Demands**: Occasionally there may be additional requirements made of The Trader after bookings being confirmed, e.g. to meet emerging safety guidance or new regulations or event layout, caused by circumstances beyond the Organisers' control. If The Applicant cannot ensure these are met, they should let The Organisers know as soon as possible. If this will prevent an Applicant from being able to trade, pitch fees may be refunded at the Organisers discretion.

23. **Licensable Activities**: All Traders undertaking licensable activities, i.e. selling or serving alcohol, playing music, etc. should comply with the current licensing regulations and guidance including keeping a refusal log, and refusing to serve minors & inebriated customers. eat:Festivals will apply for alcohol sales licenses on behalf of Applicants in that category, except where specified in writing in advance. The Organisers will collect Refusals Logs at the end of each event. No person under the age of 18 may offer samples or sell alcohol related produce.
Amplified music, where specifically agreed with The Organisers, is to be kept to below 65dB at 5m. Any Raffle, Prize Draw or Tombola promoted by a community organisation with a subsidized pitch should comply with current regulations and needs to be only for sale on the day, with winner announced by the end of the festival. Where tickets are sold for longer running, broader fundraising lotteries it will be classed as a fundraising pitch, for which we charge a standard market fee. Prizes should meet our sustainability requirements, i.e.no single use plastic etc. No alcohol prizes even if you made it. Prizes can include pledges. Use this reference for Gambling Commission guidelines: https://www.gamblingcommission.gov.uk/public-and-players/guide/page/how-to-run-a-fundraiser-with-lotteries-or-raffles-at-events

24. **Copyright, permissions & licenses:** The Organisers accept no responsibility for the copyright or intellectual property of any material provided, displayed or used by the Applicant or Trader. Applicants are solely responsible for ensuring that they do not infringe any third-party copyright, trademark, or other intellectual property rights. It is the Applicant's responsibility to obtain any necessary permissions or licences for third-party materials and to pay any associated fees or royalties prior to their use at a festival. In the event of any intellectual property dispute, the Organisers will not be liable for any resulting loss, damage, or legal action incurred by the Applicant or Trader. Where music is played, The Applicant is responsible for obtaining and maintaining any required PRS & PPL licenses(or their equivalents). By applying for and participating in the event, the Applicant and any Traders working on their behalf grant the Organisers a non-exclusive, royalty-free, worldwide

irrevocable license to use any photographs, video or other media captured during the festival that features their stand, products or team. This includes the right to use such materials for marketing, publicity, editorial, promotional or archival purposes, in any media (including social media, websites, print, and broadcast) in perpetuity. The Organisers will not materially alter images in a misleading or defamatory way and will use them in a context consistent with the spirit of the event.

25. **Carelessness**: If a Trader, through fault of their reckless or careless actions, causes The Organisers additional expense, irrespective of intent, we reserve the right to deduct fees, charge a levy or withdraw a future pitch offer. This includes waste disposal, staining or soiling of hardstanding, damage to fabric of venue or occupying the wrong pitch with their stand.

26. **Stand Structure & Vehicles**: When trading outdoors Traders must provide their own gazebo or similar structure for shelter. Gazebos must be fit for purpose, sturdy, weatherproof, windproof and of fire-retardant material. Makeshift or garden constructions are not acceptable. The Applicant must ensure that they have made adequate and suitable preparation to allow for adverse weather conditions at the event. All gazebos must be pegged (where possible) or secured with appropriate weights of no less than 20kg at each leg. For any gazebo used, the manufacturer's literature must show a) that it will be suitable for the proposed use; b) that the materials have been treated with a fire retardant; c) the method of adequately anchoring or fixing the structure down and d) the maximum safe wind speed that the structure can safely be used in. The Organisers will conduct spot checks at each Event. If a structure cannot be shown to meet these requirements, or looks unsafe or unsuitable, The Trader may be asked by The Organisers to remove it where practicable, or to cease operations.
Vehicles must be removed from the festival site at the earliest opportunity after unloading. They should be driven with attention to safety. Directions from Organisers or their staff should be followed. There is no parking on site, unless in exceptional circumstances.

27. **Power & Gas**: Petrol generators are not permitted. If you intend to use a diesel generator or LPG gas, you must declare this at Application because it affects pitch allocation. The Organisers reserve the right to refuse the use of any power or gas equipment that does not meet safety requirements, this includes on the day of the Event.

27.1 Generators, where permitted, should be 'Silent Run' i.e. no more than 55dB at 7m. Generators' noise output should not exceed 10dB above background noise per HSE guidance. A levy will apply for diesel generator use. Generators should be secure, and any extended parts should be screened to protect the visitor. Suitable outdoor-rated extension leads should be used. No generator should be re-fuelled whilst hot or running.

27.2 All electrical installations and equipment should comply with the Electricity at Work Regulations 1989 and the IEE Wiring Regulations (17th Edition). They must be protected from weather, with all electrical connections and adaptations made by a competent electrician. Cables should be covered to prevent trip hazards, and appliances placed safely and away from any hazardous materials. All Electrical appliances should have a valid PAT certificate, to be submitted to the Organisers in advance.

27.3 LPG Gas cylinders must be stored outside tents & gazebos, secured upright and protected from tampering. The Trader should only bring sufficient gas for that event. Cylinders, regulators & hoses will be inspected at the start of the event. LPG appliance must have valid certification confirming installation and inspection by a Gas Safe or CORGI-registered professional, to be submitted to the Organisers in advance. Camping gas stoves may only be used to cook food to order (not left on continuously) and must be used under constant supervision.
Failure to comply with these requirements may result in immediate prohibition of the use of any non-conforming appliances.

28. **Fire Precautions**: All gazebos, marquees and tented structures must be made from materials that meet current fire-retardant standards, with supporting documents available. Any substantially enclosed structure (i.e. has a ceiling or roof and the openings in the walls are less than 50% of the perimeter) must comply with the Regulatory Reform [Fire Safety] Order [2005], including: Fire Safety Plan; Fire Extinguishers; evidence of staff training in use of extinguishers; a clear Fire Exit route, means of raising a Fire Alarm. All Traders cooking on site must be familiar with any fuelled equipment and must carry, and keep accessible, their own in-date fire extinguisher & blanket.

29. **Force Majeure:** The Organisers, including their employees, agents, consultants, and subcontractors, shall not be liable for any failure, delay, or defective performance of their obligations under these Terms or the Trader Charter if such failure is caused directly or indirectly by events beyond their reasonable control ("Force Majeure Event").

    A Force Majeure Event includes (but is not limited to):
    - The unavailability of the Event site or actions/omissions of the site owners.
    - Severe weather conditions.
    - Utility failures or emergency ground works.
    - Acts or restrictions of any government, public authority, or local authority.
    - Natural disasters such as fire, flood, earthquake, or storm.
    - Acts or threat of terrorism, civil unrest, national mourning, royal demise, war (or threat thereof), or national emergencies.
    - Fire or explosion.

    If a Force Majeure Event occurs, the Organisers may suspend or terminate part or all of the services to the Trader, and/or cancel or postpone the Event.
    In the event that the booking is terminated due to a Force Majeure Event, the Organisers will refund the Pitch Fee within 60 days, minus an administrative fee, the amount of which shall be determined at the Organisers' sole discretion.

30. **Data Protection**: The Organisers will process personal data in accordance with the **Data Protection Act 2018** and the **UK General Data Protection Regulation (UK GDPR)**. This includes data collected during the application process and any subsequent participation in events.
    We will only use personal data for purposes that are lawful, including event administration, safety, and—where appropriate and with consent or legitimate interest—marketing. By applying to participate, you agree to the terms set out in our **Privacy Policy**, available at: www.eatfestivals.org

Version Published: 27 October 2026.

Effective Period: These Terms + Conditions apply to all events produced by eat:Festivals taking place during 2027 unless superseded by an updated version.

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Next review date: 1 October 2027.