



# eat:Festivals 2022 Terms and Conditions

## TERMS AND CONDITIONS

**The Applicant** – the representative responsible for supplying all information about produce and making pitch applications and decisions on behalf of the Producer.

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

**The Trader** – the representative of the Producer who manages the stand on the day of the Event. We always hope this is one and the same person.

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

**Pitch Fees** – fees due for booked pitches in line with the fee structure stated on the Application Form and published on the [www.eatfestivals.org](http://www.eatfestivals.org) website.

**Booking** – a confirmed pitch offer, made in writing, subject to these Terms & Conditions.

- Cooling Off:** Once eat:Festivals offers you pitches for specific dates, the Applicant has a 14-day cooling off period. The Applicant can cancel any of the offers within that time with no penalty – except when the offer was made within 4 weeks of a festival, in which case The Organisers do not provide for a cooling off period and eat:Festivals will negotiate terms with the Applicant directly. After the 14-day cooling off period Point 2 of the terms and conditions applies.
- Cancellation & Refund:** If the Applicant cancels their booking, for whatever reason, pitch fees are refundable on the following basis:
  - Cancelled 10 weeks or more before the event – 75% refund
  - Cancelled 4 weeks or more before the festival – 50% refund
  - Cancelled less than 4 weeks before the festival – No refund

If the pitch fees have not yet been paid the equivalent amount, under these refund terms, will still be due.

If the Organiser cancels the event for reasons beyond their control please refer to Points 4, 18, 29.

If the Organiser cancels the event for reasons deemed to be avoidable, Traders will be notified in writing at the earliest opportunity and refunded in full within 60 days.

- Securing a booking:** Full payment is required to secure a booking. An invoice will be issued for the full amount owed 14 days after a pitch offer is made. Settlement of this amount within the payment terms stated will secure a booking. If the Organiser does not receive payment within the payment terms stated on the invoice, the booking may be cancelled and a portion of fees retained to cover administration. The Organiser will inform The Trader of this before cancelling the booking.
- Termination of Booking & Cancellation or Abandonment of event:** The Organisers reserve the right to terminate a booking for any reason at any time before the date of the event by written notice [“Termination Notice”]. Pitch fees for the booking may be refunded in full, or in part, at The Organisers absolute discretion, in proportion to the Trader’s perceived investment in the event. Applicants shall not have any claim against The Organisers in respect of any loss or damage whatsoever consequent upon the Event or any part of its failing [for whatever reason] to be held or having to be abandoned.
- Sustainability:** Traders should adhere to our Sustainability Statement [[www.eatfestivals.org/apply](http://www.eatfestivals.org/apply)] and the details they gave on application. This includes addressing eat:Festivals’ published aims regarding no single-use plastics, use of compostable or recyclable packaging and displaying recycling information.
- Produce on sale:** All items displayed, sold and/or promoted at the festival must have been approved by, or made known to The Organiser on application. Any subsequent alterations should be approved by email. The Organiser may reasonably request that a particular product in a range is not offered at a specified event, to avoid saturation. The Trader shall be entitled to occupy the pitch for the purpose of displaying only the Permitted Goods and Services for the duration of the festival. The Trader shall not



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assign the benefit of the Contract for a pitch, or sub-let the whole or part of the pitch, without the written consent of the Organiser.

- 7. Food Safety & Hygiene:** Applicants and Traders selling food or drink must have current Food Safety & Hygiene training certificates as applicable. Copies of these should be available on the day of the event. Trade stands must comply in full with current Food Safety and Trading Standards regulation and legislation. Adequate washing facilities must be provided by The Trader, both for personal use and equipment. Cooked and raw food must be adequately separated at all times. Open foods must be protected from risk of contamination. Handling of food must be undertaken without cross contamination from handling money. Adequate 'sneeze screens' should be in place to effectively separate customers from foods on display.

Traders or their employees should not attend the event if unwell. Food handlers should be trained to a level commensurate with their food handling responsibilities, with evidence of this training available to The Organisers, responsible authority representative and EHO. The EHO and Trading Standards officer is entitled to inspect any stand to ensure full compliance with the relevant legislation. The Organisers can give advice and assistance on Health & Safety matters as required but cannot adjudicate between Traders and local authority officers. Feedback and advice from Environmental Health and Trading Standards Officers must be acted on at the soonest opportunity. The Organisers may ask Applicants or Traders for further details to comply with emerging Environmental Health and Trading Standards concerns, subsequent to an application or booking.

At the minimum, Traders must conform to the requirements of the Food Hygiene (England) Regulations 2006 (as amended), The Food Hygiene (Market, Stalls and Delivery Vehicles) Regulations 1966 (as amended), the Alcohol Licensing Act of 2003, the Health & Safety at Work etc. Act 1947, and where applicable the Fire Dangerous Substances and Explosive Atmosphere Regulations 2002 (DSEAR), the UK Food Information Amendment 2019 and any other relevant health and safety legislation. The Food Hygiene (England) Regulations 2006 and associated legislation make it an offence for anyone to sell, process food for sale or offer food which is harmful to health. They also place an obligation on businesses/organizations to ensure that their activities are carried out in a hygienic way. Traders are reminded that regulations apply even when samples or refreshments are offered free of charge.
- 8. Housekeeping on Site:** Traders are responsible for good housekeeping throughout the event. Pitches must be kept clean at all times including counters, prep space and gazebos, both front of house and back. A regular cleaning routine must be in place. The Trader is responsible for the removal of Trader's own waste from the site at the end of the festival. Stock & packaging should be stored in such a way as not to present a hazard to staff or visitors. Dogs are not permitted on a pitch.
- 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 encouraged but may be moved at the request of the Organiser on the day if it presents a hazard. Creative selling is encouraged, including touting for business. If you choose to use amplification on your stall you may be asked by The Organisers to turn it down or 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 tending a pitch. Any Trader deemed to be inebriated or under the influence of drugs may be asked by The Organiser to cease trading.
- 11. Presentation:** In the interests of public safety and other Traders' viability, all Traders must not dismantle their stand until the event has closed. 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 class, health, age, physical ability



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or neuro-diversity. 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 comes to eat:Festivals has a shared responsibility to oppose discriminatory behaviour and promote inclusivity. 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 like working with successful, friendly, collaborative Traders. If eat:Festivals' stewards, production partners, sponsors, mystery shoppers, traders or a member of the public raises a concern about a Trader's pitch, behaviour, demeanour or service The Organisers will raise 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. 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 also 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.
15. **Safeguarding:** Children under the age of 16, however capable, should not be left solely in charge of a stall. Vulnerable adults should not be left solely in charge of a stall. Children aged 13 or more can work as part of a Trader's staff. Children under 12 years old and their appropriate care 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 the pre-event logistics pack.
16. **Accessibility:** If the Trader or any member of their staff has any physical characteristic or neuro diversity, The Applicant should let The Organiser know of any particular requirements resulting so that we can do our best to provide them. This regards pitch allocation as well as emergency evacuation, including elements such as level access, noise level, sensory stimuli etc. We ask for some of this detail in our Perfect Pitch questions in the Application.

The Organisers have taken care to provide facilities and access for mobility-impaired and hearing-impaired visitors. Traders must make adequate provision to ensure that any areas for which they are responsible comply with the correct requirements of the Disabled Facilities and Disability Discrimination Act [2005]. It is essential that all Traders consider access to their stalls in order 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 available large print 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:** the following provisions set out The Organisers' entire liability [including any liability for the acts and omissions of its employees, agents, consultants and sub-contractors] to The Applicant and The Trader in respect of any breach of its contractual obligations arising under these Terms; or any representation statement or tortious act or omission including negligence [but excluding any of the same made fraudulently] arising under or in connection with these Terms. The Organisers do not exclude liability to The Trader for death or injury resulting from their own or their employees', agents', or sub-contractors' negligence.

The Organisers shall not be liable to The Applicant in respect of any Event of Default for the loss of profits, business, goodwill or any type of special indirect or consequential loss [including damage to The Applicant's reputation and goodwill and loss or damage suffered by The Applicant as a result of an action brought about by a third party] even if such loss was foreseeable or if the Organisers had been



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advised of the possibility of the Applicant incurring the same. If a number of Events of Default give rise to substantially the same loss, then they shall be regarded as giving rise to only one claim under this Contract.

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 – this includes extreme weather, public order advice, public health advice, terrorism threat level increase etc.

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, a Fire Safety Risk Assessment should be completed by The Trader prior to each event and submitted to The Organisers. The Trader shall 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 Health & Safety legislation; the need for safe storage and location of flammable materials.

20. **Insurance & Responsibility:** The Applicant must have appropriate and proper insurance against Public Liability and Third Party risks. The minimum cover should be £5 million and should cover the Applicant's stand or display and any additional equipment under their control. Where food is sold there should be specific insurance to cover against food poisoning for the same amount. A copy of The Applicants insurance certificate should be submitted on application. The Organisers do not have insurance covering cancellation of the events. We recommend that Applicants consider taking out their own insurance to cover such an eventuality, 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 etc. using the email address supplied on application. If there is a change of personnel, email address or business address, it is the Applicant's responsibility to inform The Organisers. The email address [hello@eatfestivals.org](mailto:hello@eatfestivals.org) should be added to the Applicant's email contact lists so that messages are delivered in a timely manner. Where there is a change of business owner, The Organiser is not under any obligation to uphold a booking made to a previous Applicant and pitch fees will be refunded according to Point 2 of these terms and conditions.
22. **Additional Demands:** Occasionally there may be additional requirements made of The Trader subsequent to 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 absolute discretion.
23. **Licensable Activities:** All Traders undertaking licensable activities, i.e. selling or serving alcohol, playing music, etc. should comply with the relevant licensing regulations and guidance including keeping a refusal log, not serving minors or inebriated customers. eat:Festivals will apply for alcohol sales

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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.

Amplified music, where specifically agreed with The Organisers, is to be kept to below 65dB.

24. **Copyright, permissions & licenses:** The Organisers have no copyright responsibility in respect of any Applicant. Applicants are reminded that third party copyrights should not be infringed. Proper dispensation must be obtained and any royalties due paid prior to the use of materials. Should any copyright dispute arise the the Organisers will not be liable for any resulting loss or damages sustained by any Applicant. It is the Applicant's responsibility to apply for and obtain any PRS & PPL licenses necessary for their participation in the Events.
25. **Carelessness:** If a Trader, through fault of their reckless or careless actions, causes us 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, stainage or soiling of hardstanding, damage to fabric of venue or occupying the wrong space.
26. **Stand Structure & Vehicles:** If trading outside Traders must provide their own gazebo or similar structure. Gazebos must be fit for purpose; sturdy, weatherproof, windproof and of fire-retardant material. Makeshift or garden constructions are not acceptable. The British climate throws up extreme weather conditions. 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) and tethered to appropriate weights. For any gazebo used, the manufacturer's literature must show: a) that it will be suitable for the proposed use; b) that the materials are, or 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 cease operations and pack up.

If, for any reason, assistance in moving the Traders' vehicles or property is required and provided by The Organisers, in applying to trade The Applicant shall agree to indemnify the Organisers, their agents, and employees and any other person who may assist them against any claims in respect of damage to vehicles or property arising from the assistance.

27. **Power & Gas:** Generators, where permitted, should be 'Silent Run' or no more than 55dB at 7m. No generator should be re-fueled whilst hot or running. Petrol generators are not permitted. A levy is charged for diesel generators. They should be secure and any extended parts should be masked to protect the visitor. Cables should be covered, presenting no trip hazard, and appliances placed safely and away from any hazardous materials. All appliances should have valid Electrical PAT or Gas Safety certificates as applicable.

If gas is to be used it is the Applicant's responsibility to indicate this at Application as it has a bearing on the positioning of the pitch. Gas cylinders must be stored outside tents and gazebos, secured at all times to prevent falling, and protected against tampering. The Trader should only bring sufficient gas for that event. Cylinders, regulators and hoses will be subject to an inspection at the beginning of the event. Traders must be familiar with gas equipment and must carry their own fire extinguisher. Traders using any LPG operated appliance should be able to produce on demand current certification confirming that the appliance has been inspected and installed by a competent person with CORGI or GAS SAFE approval. Failure to comply with these requirements may mean that the Organisers may need to prevent the use of appliances not so conforming.

28. **Fire Precautions:** Any gazebo or marquee canvas textiles MUST meet fire safety standards and have all documents to support this. All Traders in a substantially enclosed structure must be able to show that they comply with the Regulatory Reform [Fire Safety] Order [2005], specifically the following measures:

Fire Plan; Fire Extinguishers; evidence of staff training in use of extinguishers; a clear Fire Exit route, means of raising a Fire Alarm. "Substantially enclosed" means that the structure has a ceiling or roof and the openings in the walls are less than half the perimeter of the walls. A roof includes a fixed or moveable structure capable of covering all or part of the premises.

29. **Force Majeure:** Neither The Organisers nor any employees, agents, consultants or sub-contractors shall be considered in breach of its obligations to provide any Services referred to in the Trader



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Charter or these Terms [“Obligations”] or under any liability whatsoever to The Trader for non-performance, part-performance, defective performance or delay in the performance of any Services supplied or to be supplied by the Organisers, its employees, agents, consultants or sub-contractors hereunder which is directly or indirectly caused by or as a result of circumstances beyond its reasonable control [each a “Force Majeure Event”]. A Force Majeure Event is a) any cause preventing The Organisers from hosting or staging The Event [in whole or in part] or otherwise from entering the Event site due to any unavailability of the Site or any actions or omissions of the Event Site owners; and/or b) including but not limited to the occurrence, or real likelihood or material threat of the occurrence of any of the following: adverse weather conditions; failure of utility service; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or legally constituted local authority; Acts of Nature, including but not limited to fire, flood, earthquake, windstorm or other natural disaster; Acts of terrorism, civil disturbances, royal demise, national emergency or riots; war, threat of or preparation for war; fire or explosion.

A Force Majeure Event shall have the effect of suspending any of the services provided by The Organiser to The Trader and/or terminating all or part of The Festival and suspending and/or terminating the Organisers’ obligations.

Within 60 days of the date of a Force Majeure Event that results in the termination of the booking, the Organisers will refund the Pitch Fee less an amount to be deducted for administration costs that shall be decided by the Organiser at its absolute discretion.

30. **Data Protection:** eat:Festivals will only process The Applicant’s data for marketing purposes where they have given express consent to us to do so or where there is a legitimate interest for us to do so. The Organisers comply fully with the Data Protection Act 2018 and General Data Protection Regulation.

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Applicable to all eat:Festivals events taking place in 2022.

Document produced by Sarah Milner Simonds.

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