



eat:Festivals 2020 Terms and Conditions

INTRODUCTION

Thank you for applying to trade at our 2020 food & drink festivals. In 2020 we are producing 17 one-day festivals in Burnham-on-Sea, Wellington, Weston-super-Mare, Taunton, Portishead, Nailsea, Castle Cary, Clevedon and Minehead.

The festivals are timed to maximise the opportunity of local family holidays, lengthen tourism season, and embody traditional town celebrations. We typically aim to bring together around 100 primary producers', tractors, livestock, farming education, acoustic music & family entertainment. We like to produce a glorious celebration of West Country food & drink that is good for visitors, local producers and town-based businesses alike.

Our festivals promote and prioritise local producers, developing long-lasting links with an engaged group of consumers. We have enjoyed large footfalls of visitors who are keen to buy. We never charge them to shop. We make sure they have good reasons to stay all day. We encourage them to connect with you, and learn about your produce, in the hope that they become regular customers.

We go the extra mile to promote your local produce so that you don't have to.

SELECTION PROCESS

The festivals are open to anyone who produces or sells great tasting, sustainably and ethically produced food & drink. We also allocate a small number of non-food pitches. Space is limited so priority will be given to applicants in the following order:

1. Proximity to host town: typically within 25 miles or further afield if rare or exceptional. All producers must be able to document the production and traceability of their product in response to questions either from the Organiser or visitors to the festivals.
2. Priority will be given to primary producers who can sell their produce in person. We value highly the opportunity for consumers to be able to ask about all aspects of the food and drink they consume.
3. Those who have shown they are able to relate well to festival visitors. This might include helping consumers understand the product, developing local direct sales successfully or simply being particularly cheery. [Previous participation does not however guarantee a pitch.]
4. The produce offered allows us to create a well-balanced event: to avoid product saturation, to enable variety, to reflect current consumer interest and to maintain excellent quality.
5. Any company supplying outstanding, great tasting, sustainably and ethically produced food and drink or which reflects similar values to our own.

CONTACT DETAILS

Email address hello@eatfestivals.org

For any further enquiries please call Sarah on 07771 665445

We are passionate about our festivals and thank you for wishing to be part of it.

Beverley & Sarah

PROCESS

- a) You apply to trade with us using the online form (www.eatfestivals.org/apply). You specify which festivals you are requesting here.
- b) We review the application and offer you a pitch, or reject you, with our reason. You have a cooling off period of 14 days and after that we have a legally binding contract.
- c) We then confirm which festivals we can offer you and book you in by raising an invoice which will detail our payment terms.

TERMS AND CONDITIONS

1. Once eat:Festivals offers you pitches, 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 30 days of a festival in which case eat:Festivals will negotiate terms with the applicant



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directly. After the 14-day cooling off period Point 2 of the terms and conditions applies.

2. If the Applicant cancels, fees are refundable on the following basis:

- Cancelled 120 days or more before festival - full refund
- Cancelled 90 days or more before the festival - 50% refund
- Cancelled less than 90 days before the festival - No refund

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

3. All items displayed, sold and/or promoted at the festival must have been approved by, or made known to, the Organiser on the application form and should comply with the selection criteria described above.
4. Full payment is required to secure your booking. An invoice will be issued upon acceptance of your application for the full amount owed. Settlement of this amount within the payment terms stated will secure your booking. If we do not receive payment within the payment terms stated on the invoice your booking may be cancelled. We will inform you of this before we cancel.
5. The pitch details will be confirmed shortly before the festival along with logistics, directions etc.
6. Traders must conduct their business in a manner that does not interfere with the interests of other traders, and not canvass for customers beyond the boundaries of their stand. 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.
7. A no smoking and no vaping policy operates when tending a pitch.
8. In the interests of public safety, all Traders must not dismantle their stand until after 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 opening hours of the festival. Setting down of your stand early will result in any future event pitch bookings being cancelled.
9. 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 assign the benefit of the Contract for a pitch or sub-let the whole or part of the pitch, without the written consent of eat:Festivals.
10. Traders are bound by our Sustainability Policy and the answers they gave on their application form. This includes our aims regarding no single-use plastics, compostable packaging and displaying recycling information.
11. 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 our control - this includes extreme weather, public order advice, terrorism threat level increase etc.
12. Traders are responsible for any accidents or injuries to the public caused by their products, display stands or their use of the space allocated to them, and must arrange their own Public Liability cover and have current Food Hygiene and Electrical/Gas Safety certificates as applicable. Copies of these should be available on the day of the event.
13. You are responsible for good housekeeping throughout the event. Please keep your pitch (both front of house and back) clean. You are responsible for the removal of your waste from the site at the end of the festival
14. If trading outside Traders must provide their own gazebo or similar structure. Any gazebo or marquee canvas textiles MUST meet fire safety standards and have all documents to support this. Gazebos have to be fit for purpose. Makeshift constructions are not acceptable. The British climate throws up extreme weather conditions and a flimsy pop-up domestic gazebo is unlikely to be fit for purpose. If your structure looks unsafe or unsuitable you will be asked to cease operations and pack up. **All gazebos must be pegged (if possible) and tethered to appropriate weights.**
15. If a Trader, through fault of their reckless or careless actions, causes us 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 and damage to fabric of venue.
16. eat:Festivals like working with successful, friendly, cooperative Traders. If eat:Festivals' stewards, production partners, sponsors, mystery shoppers or a member of the public raises a concern about your pitch, behaviour, demeanour or service eat:Festivals will raise that concern with you. Depending on the outcome of our discussion eat:Festivals may withdraw any subsequent pitch offers. We don't work with tossers.



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17. eat:Festivals will only process your data for marketing purposes where you have given express consent to us to do so or where there is a legitimate interest for us to do so.
18. eat:Festivals are very much aware that modern slavery in all its forms, forced and child labour, servitude, slavery, human trafficking and human exploitation is a growing 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.
19. eat:Festivals will not tolerate any form of discrimination on any grounds including gender, sexuality, race, religion or belief, social class, health, age or ability. Whist trading with eat:Festivals, our crew will defend your right to operate free from discriminatory behaviour, as well as those of our visitors.
20. It is essential that all Traders consider access to their stalls in order to provide the best possible service, consider physical access to your stall and merchandise, step free access, lowered counters, having available large print versions of your price list for customers to hold and read.