



CHILLI FIESTA 2019

APPLICATION GUIDE AND TERMS & CONDITIONS

Join the UK's biggest chilli festival for its 24th year. The Chilli Fiesta is a food and music festival that celebrates the chilli plant, its South American origins, its cuisine and the vibrant arts culture that has grown up around it. The event includes chilli growing, cooking and tasting, Latin American dance and music performances on two live stages, cookery demonstrations, gardening talks, an open air cinema, arts and dance workshops in a family-friendly festival atmosphere.

Please see below a guide to assist you with your application and the Terms and Conditions of Trading.

CHOOSING YOUR PITCH TYPE

There are two decisions to be made in selecting a pitch type:

- i) 'Marquee' or 'Outdoor' - this determines who is responsible for providing the sales tent. If you would like West Dean to provide the tent, then select 'Marquee'. If you provide your own tent or sales point, then select 'Outdoor';
There are a very limited number of marquee pitches, furthermore this could influence our selection if you have chosen a 'marquee' pitch and we have run out.
- ii) 'Zone' –
Zone 1 pitches: are located no more than 75 metres* from the main stage and **therefore must continue to trade until the entertainment finishes**. Only Traders selling hot foods or food products that can be consumed immediately should apply for these pitches.
Zone 2: are located no more than 200 metres* from the Admissions gate.
Zone 3: are located more than 200 metres* from the Admissions gate.

**Approximate measurements*

SERVICE VEHICLES

- Additional charges will apply (see cost calculator on the form) if you have more than one service vehicle parked in the designated trader car park during the event;
- Additional charges will apply (see cost calculator on the form) to any site deliveries made before 9.00am on Thursday 8th August 2019;
- If your sales point is a caravan or trailer, information about its dimensions (including towing bars, access to doorways etc) should be provided as it is part of your stand size in the OUTDOOR PITCH DIMENSIONS section of the form.

OPTIONAL EXTRAS



For an additional charge, we are able to provide an electricity supply to your pitch and/or the loan of trestle tables.

Electrical supply notes:

- All electrical appliances must be PAT tested (Portable Appliance Tested) and their certification must be available for inspection by the Organiser during the Event;
- The power supply may be up to 10m from your pitch, so you will need to provide your own extension lead of an appropriate rating;
- Electrical supply is available in 1kw units
- Please be realistic in your assessment of your total electrical load (e.g. an electric kettle will draw up to 3kw and a microwave will draw up to 2kw). You will need to tell us your total anticipated electrical load and the number of sockets you require (if the load exceeds 3 kw);
- The Organiser reserves the right to reduce any excess electrical load to that requested on this form.

CHILLI FIESTA PROGRAMME

We will be producing a detailed programme for the weekend which will include a full list of stallholders and their position. This will also include the weekend's programme of activities across all stages and a site map.

If you would like to place an advert in the programme please indicate so in the cost calculator. Please also supply a high resolution image of the advert you would like to place or one you have placed elsewhere previously with your application.

TRADER CAMPING

The availability of trader camping is limited and therefore must be booked within your application. Each campsite pass entitles one person to pitch his/her own small tent (or share a larger tent) in the Event campsite from no earlier than 9.00am on Thursday 9th August. All tents must be removed from the campsite no later than 5.00pm on Monday 13th August. All trader campervan passes are the total fee for camping for 2 people per vehicle for the duration of the event.

HOT FOOD SURCHARGE

The Surcharge only applies to applications where a trader's proposed product range includes food intended for immediate consumption. It does not apply to the sale of hot drinks, unless served with hot food.

TERMS AND CONDITIONS OF TRADING

1.0 GENERAL

1.1 The submission of an application form implies acceptance of these terms and conditions and any addition, variation or amendment as is reasonably required.

1.2 "Organiser" means West Dean Limited (company number 1363911), its employees, contractors and agents.



- 1.3 “The Venue” means West Dean College and Gardens, and its staff.
- 1.4 “The Event” means the West Dean Chilli Fiesta 2018.
- 1.5 “Stallholder”, “Trader” or “Exhibitor” means any person or organisation allocated space to trade at the Event.
- 1.6 Acceptance by the Organiser of a Trader’s application grants the Trader licence to trade at the Event on the following terms and conditions. Any violation of these terms and conditions will render this Licence null and void, and in that event, the Organiser reserves the right to remove the Trader and any of their possessions from the Venue without compensation or refund of the Licence fee.
- 1.7 The Organiser reserves the right to refuse any application, or part thereof, without stating a reason. In this instance, all fees paid will be refunded.
- 1.8 Once a Trader’s application has been accepted there are no refunds. The Event will go ahead whatever the weather unless cancelled by the Organiser. (See 4.4 below).
- 1.9 Proceeds from the Event will ultimately be for the benefit of The Edward James Foundation Limited, registered charity number 1126084 and company number 6689362. The Foundation is an educational charity responsible for running West Dean College and West Dean Gardens.
- 1.10 In all instances the Organiser’s decision is final.

2.0 EVENT DETAILS AND TIMES

The following times are provisional and will be confirmed nearer the time.

2.1 Public car park

2.1.1 Car parks open to the public at 8.00am on each of 9, 10, & 11 August 2019

2.2 Event opening hours are as follows:

2.2.1 Gates open to the public at 10.00am on each of 9, 10, & 11 August 2019

2.2.2 Event closes at 10.30am on Monday 12th August for Campers.

2.3 Setting up times for traders as follows:

2.3.1 Before Thursday 8th August: only by prior arrangement with the Organiser and subject to an additional charge (see section F of the application form). All early deliveries are at the Trader’s own risk; the Organiser will take no responsibility for any loss.



WEST DEAN

WEST DEAN LIMITED

2.3.2 On Thursday 8th August: from 9.00am to 8.00pm. Last entry to site 6.00pm. All Traders must be set up and with all vehicles removed by 8.00pm on Thursday 8th August and ready to trade at 9.30am on Friday 9th August.

2.4 **Restocking** is permitted during the following times:

2.4.1 During the Event from Friday 9th August through to Sunday 11th August only from 7.00am until 9.30am.

2.5 **Breakdown and clearance** is during the following times:

2.5.1 Monday 12th August: from 07.00am to 5.00pm. If safe access can be provided by site marshals, Traders with 'standard' pitches may be permitted limited access to the site on Sunday 11th August after 7.00pm, but this cannot be guaranteed.

2.5.2 Traders, their vehicles, staff, equipment and merchandise must vacate the site by 5.00pm on Monday 12th August.

2.5.3 Any stock or equipment etc. remaining after the clearance times may be repositioned, removed, stored or destroyed by the Organiser, at the discretion of the Organiser, and at the expense of the Trader.

2.5.3 Additional time may be allowed for clearance of stands only by prior arrangement with the Organiser.

3.0 PITCHES, STAND PRESENTATION AND MERCHANDISE

3.1 The Trader shall not extend beyond the agreed pitch size.

3.2 Pitches will be allocated on arrival. Traders will be emailed set up instructions nearer to the time of the Event including who to contact regarding set-up.

3.3 The allocation and position of space is entirely at the Organiser's discretion.

3.4 All Traders will be charged a pitch fee to trade during the Event. The fee for each pitch includes 4 wristbands for staff members. If further wristbands are required, they must be purchased in advance. If your staff are changing daily then you must visit the site office each morning, provide the previous day's wristband and you will be issued with one for the current day.

3.6 Traders may not sub-contract any part of their stalls.

3.7 The Venue has a reputation for quality and Traders' stands should be well presented and reflect the theme of the Event.



- 3.8 Stands must display a business name (at least) and (preferably) a telephone number and/or web/postal address should be displayed.
- 3.9 'Day-glo' signs are prohibited.
- 3.10 The use of loudspeakers and public address equipment is prohibited.
- 3.11 Sales by auction are prohibited.
- 3.12 The use of individual generators for power supply is strictly forbidden.
- 3.13 The Trader must only sell goods specified in their application. Any changes to the application form must be made in writing at least two weeks prior to the start of the Event.
- 3.14 Traders may not sell food or drink especially alcohol in any form whatsoever (unless attending as a caterer and pre-agreed by West Dean), herbal highs, tobacco products or any banned substances.
- 3.15 The Organiser reserves the right to demand the removal from sale of any item deemed unsuitable for the Event without paying any compensation to the Trader.
- 3.16 Traders are responsible for "policing" the products that they are selling or sampling. It is a Trader's responsibility to ensure that the public are aware of any adverse consequences that sampling products may result in. This is especially important in relation to any particularly hot sauces marketed.

4.0 APPLICATIONS

- 4.1 Submission of an application form does not guarantee attendance at the Event. The Organiser will select Traders based on their suitability for the Event and their likely appeal to visitors. The Organiser's decision is final in this regard and no reasons for the rejection of an application will be given.
- 4.2 If selected to attend the Event, the Trader will be invoiced the booking fee (as calculated in the cost calculator section of the application form) in full. 50% of this invoice value will be payable within 10 working days.
- 4.3 The balance of the booking fee shall be paid no later than 10 weeks prior to the Event (Friday 31st May 2019).
- 4.4 Once the deposit has been paid there are no refunds. The Event will go ahead whatever the weather unless cancelled by the Organiser. If the Event is cancelled by the Organiser, the Trader's pitch fees will be refunded. The Organiser will not be liable for any other losses or costs incurred by the Trader.



4.5 Pitches can only be booked for the duration of the entire show, subject to the restriction on permitted trading hours outlined in section C of the application form.

4.6 Payment by BACS/Bank Transfer is preferred:

| | |
|----------------|--------------------------|
| Account Name | West Dean Ltd |
| Sort Code | 60-05-24 |
| Account Number | 50394398 |
| BIC Code | NWBK GB 2L |
| IBAN Number | GB18NWBK 6005 2450394398 |

4.7 If payment by BACS is not possible a cheque for the payment should be made out to West Dean Ltd.

4.8 All successful applications will be acknowledged no later than 1st March 2019 by an invoice for the booking fee.

4.9 The Organiser reserves the right to refuse any application, or part thereof, at any time, without stating a reason. In this instance, any fees paid will be refunded.

5.0 INSURANCE AND LIABILITY

5.1 Whilst the Venue and Organiser have comprehensive public liability insurance, Traders are required to hold current public and product liability insurance, with cover of at least £3 million.

5.2 Traders will not be permitted on site if the Organiser has not received a copy of the Trader's Public Liability Insurance certificate for £3 million (minimum) in advance. If the policy expires between the date of the application and the date of the Event, please submit a copy of the current policy and then submit a copy of the new policy as soon as it is available.

5.3 The full cost of making good or replacing to any damage caused by a Trader, their employees, contractors and agents will be met by that Trader.

5.4 It is the responsibility of each individual Trader and their staff to ensure that their stall is safe - e.g. electrical installations, stability of heavy equipment and articles and other hazards. The Organiser reserves the right to insist upon the repositioning or removal of any item that is deemed to be unsafe. Traders are reminded of their responsibilities under Health and Safety Law.

5.5 Any Trader demonstrating potentially hazardous skills or showing potentially hazardous goods must be able to demonstrate to the Organiser (if requested) that a Risk Assessment has been carried out.



- 5.6 The Trader will indemnify and keep indemnified the Organiser against all actions, proceedings, costs, claims and demands which may be brought or made against the Organiser in respect of personal injury and damage to property arising directly out of the activities in connection with the Event, legal liability of the Organiser excepted.
- 5.7 In the event of any abandonment, postponement or limitation of an Event, or of services thereto, there shall be no claim against the Organiser.
- 5.8 The Trader acknowledges that the Organiser is not responsible nor holds any liability for any financial losses incurred by the Trader, or for any loss or damage of equipment, goods or personal belongings, or personal injury of employees working for or connected to them.
- 5.9 No damage to the Venue, beyond normal wear and tear, is acceptable. The disposal of boiling water, oils, brines etc. at the Venue is strictly forbidden. Any damage will incur a repair charge.

6.0 SECURITY

- 6.1 The Organiser will employ a professional 24-hour security company to operate across the Venue from 9.00am on Thursday 8th August 2019, but Traders are responsible for the safety and security of their stock, vehicles and pitch, and the Organiser accepts no responsibility for any loss or damage to Traders' equipment, merchandise, vehicles or personal belongings.

7.0 VEHICLES

- 7.1 Access to the Venue for Traders is via the entrance signposted 'West Dean College' and not 'West Dean Gardens'.
- 7.2 Traders will be issued with passes only in respect of vehicles identified in the service vehicles section of the application form.
- 7.3 For setting up, restocking and clearance only Traders may bring service vehicles right up to their stands, subject to location, weather and ground conditions.
- 7.4 Traders will NOT be permitted to park vehicles behind their stalls. Service vehicles must remain in the designated Trader car park except during the Setting Up, Restocking and Breakdown times outlined in clauses 2.3, 2.4 and 2.5 above.
- 7.5 Vehicle passes must be visible.
- 7.6 Access from the designated Trader car park to the main road and vehicle movement on site during the Event opening hours will be restricted to emergencies only and all moving vehicles must be escorted by a steward. Please follow the Organiser's instructions on the day and unload and vacate the Event site as quickly and considerately as possible.



7.7 If a vehicle is absolutely essential to the functioning of a Trader's stand this should be discussed and agreed before filling out the application form.

7.8 Further instructions regarding vehicle movement will be provided with set up information.

8.0 SELLING FOOD PRODUCTS

8.1 Traders selling food products are reminded of their responsibilities under the Health and Safety Acts, Food Safety Act, Electricity at Work Act and trading standards law. It is the responsibility of Traders and their staff to ensure that they comply with all statutory requirements regarding hygiene, safety, labelling and weights and measures. Copies of relevant Food Hygiene Training Certificates and Food Hygiene Rating Certificates should be included with application forms.

8.2 All electrical equipment must have been tested for electrical safety by a competent person within the last twelve months and be clearly marked with the test results. Traders will not be permitted to use or connect any equipment that is either deemed unsuitable by the Organiser or does not carry a recent PAT (Portable Appliance Test) certificate or sticker. A current Test Certificate may be requested.

8.3 Caterers must ensure any gas appliances are properly certified and provide documentation for this.

8.4 There is a water supply on site but Traders will need to make provision for transporting water from the stand pipe to their pitch. A large tank will be provided for the disposal of waste water. This will be located on site throughout the three days and Traders are asked to use this only for disposal of waste water. Anyone using it for any other liquid disposal will be asked to leave the site immediately.

8.5 All Traders selling hot food for consumption on premises agree to provide staff food at a discounted price of £4.00 per meal. Staff will be issued with a Staff food voucher and will present these. Traders are to return them to the site management at the end of the weekend and West Dean Limited will make payment for the full amount. There is a maximum of 150 staff per day and all staff will be encouraged to visit a different food trader each day.

9.0 RECYCLING AND RUBBISH

9.1 Traders must use the recycling facilities available.

9.2 All recyclable and non-recyclable waste is to be separated and sorted as follows:

9.2.1 Paper/cardboard: any plastic wrapping or bandings should be removed and the paper/cardboard separated from other rubbish, broken down into manageable sizes



and neatly stacked to the front of stands at the end of each day. Do not put in plastic sacks.

9.2.2 Plastic bottles.

9.2.3 Glass.

9.2.4 Other rubbish must be in sealed plastic sacks of sufficient strength not to burst on transport.

9.3 The Organiser does not provide dustbins for stallholders. Traders who expect to generate a lot of rubbish should provide their own receptacles.

10. NOISE

10.1 The Organiser reserves the right to reduce or curtail any excess noise created by a Trader if it is deemed to be affecting other traders or Event activities. PA systems are not allowed on any stall.

11. DOGS

11.1 Dogs are permitted at the Event provided they remain on a short leash. Please do not leave dogs in a vehicle. We would emphasise however that it could be hot, there will be loud music and large crowds. Should your dog become distressed or be a nuisance to other people, children or campsite users you will be asked to leave the event or campsite.

12. SMOKING

12.1 Due to the smoking ban it is illegal to smoke in any public space that is enclosed or undercover (this includes marquees and similar structures).

Please return your application to events@westdean.org.uk

The closing date for applications is Friday 1st February 2019.