

Market regulations Afro-Pfingsten

1. Location and duration Market

Neumarkt/Kasinostrasse; Untere und Obere Steinberggasse / Metzggasse / Garnmarkt / Spitalgasse; Kirchplatz.

Thursday, 25 May 2023 to Saturday, 27 May 2023 daily from 10:00 - 23:00

2. In general

The GTC are an integral part of the Market Regulations.

3. Market booths

3.1 The event will take place in all weathers as long as there is no danger to visitors or operators. The event may be cancelled or interrupted due to force majeure (severe weather, pandemic, etc.), official orders or court decisions. In this case, there is no entitlement to a refund of the stand rental fee or compensation for damages.

3.2 The organizer or its representatives shall exercise domiciliary rights on the entire festival grounds. The orders of the security personnel must be obeyed immediately. During the three days of the event, the grounds will be monitored by a security company. Stand operators must ensure that their own stands and valuables are adequately secured. The organizer accepts no liability for this.

3.3 It is forbidden to hammer nails, hooks, pegs or other fastening material into the ground or trees on the entire festival site.

3.4 The stand operators have the right to operate a stand on the allocated space on the festival area on the basis of the following conditions and the legal and municipal requirements.

3.5 The stand operators undertake to operate the stand during the official festival times. The festival area must be cleared by 1.00 a.m. on Pentecost Sunday at the latest.

3.6 The organiser reserves the right to charge additional costs for damages, repairs, cleaning, waste disposal, etc. to the operator.

4. Booth location (general)

4.1 The application for a market booth is made via the official form on the website. Other applications will not be considered. Market vendors without application will not be admitted. All data will be treated confidentially.

4.2 The number of booths is limited. The market area is divided into different zones. When registering, the desired zone can be specified, specific stand requests are not possible. Stands will be allocated by the organising committee. The allocation of stands is based on the date of receipt and after an examination by the organizing committee. The date of receipt of the application is of secondary importance, the decisive factor is the sales offer. Applications with pictures of the goods/stand are preferred. The OC can reject applications without giving a reason. If the decision is positive, an invoice/confirmation will be sent.

4.3 No more than the registered space (incl. roof, drawbar and catering furniture) may be occupied at the market. If the stand is too big, the size must be adjusted immediately or the booth must be dismantled. The stand rental is non-refundable. Should another stand operator not be able to set up the stand or be able to do so too late, the person responsible for the loss must compensate the other operator accordingly.

4.4. Only the standard sizes 3x3m or 6x3m can be booked. The stand size may deviate from the stated dimensions, but may not exceed the dimensions. Local restaurateurs may register the actual size of their garden restaurant as a stand instead of a 3x3 or 3x6 m stand. The feasibility will be checked by the organising committee and approved if possible. Please note: The actual price per running meter will be charged!

4.5. Afro-Pfingsten only provides the stand space. The stand equipment (stands, tents, tables, chairs, weather protection etc.) is the responsibility of the participants. The ordered stand sizes must be adhered to at the market. It is not permitted to enlarge the stand with rain/sun roofs, stands, etc. Emergency vehicles (e.g., fire brigade, police, ambulance) need at least 4 meters for their passage. Important: Escape routes, emergency exits and shop entrances from buildings must always be kept clear.

4.6. There are different stand categories (prices see 12.2.):

- Food stands, where prepared food (excluding drinks) is sold. The sale of drinks is only permitted in exceptional cases and upon application to the organizer (e.g. special African drinks)
- Booths that sell goods for resale: Booths where commodities are sold
- Stands for NGOs/NPOs: Appropriate proof must be submitted

5. Electricity/gas connections at the market booth

5.1. Required gas and electrical connections must be specified in the application and installed in a controlled condition.

5.2. A power connection up to a maximum of 100 kWh is included in the stand rental. If the electricity consumption is higher than 100 kWh, this will be charged at CHF 100.00. If the electricity demand ordered is not sufficient, the organizer will adjust the necessary electricity demand against payment.

5.3. The stand operators' own power devices may only be connected to the power supply by the electricians provided by the organizer. Only technically flawless cable reels and multiple socket strips (Swiss test mark and a functioning protective conductor) may be used. Defective or incorrect installations must be removed immediately. The electricians circulating on the site must be obeyed in all cases and without exception. There may be temporary power outages during the event. The organizer accepts no liability for any losses during a power failure.

6. Additional booth requirements

6.1. Each stand operator must ensure that his stand and its furnishings are hygienic, safe to operate and easy to inspect. Water can only be obtained from the wash stations provided. Washing up is allowed at the responsible water points. It is not possible to supply water to the stand.

6.2. Music equipment must be specified in the application and approved by the organizing committee. The maximum volume is limited to 75 db. The music must be turned off after 11 p.m.

6.3. Customs when importing goods: The goods are to be declared without being asked when crossing the border and is the responsibility of the stand operator. It is advisable to find out about clearance at the border customs office before crossing the border.

The customs office might check the papers at the market. If the papers are incorrect or not available, you will be fined on site. If necessary, the stand must be dismantled immediately.

6.4. The instructions of the festival management and/or official bodies (police, fire police, security service, food inspection office, etc.) must be followed. Checks are carried out. In the event of non-compliance with the market rules, the organizer reserves the right to impose sanctions, fines and/or exclusions. Any procedures, referrals and/or fines shall be borne in full by the stand operator, including any legal costs. There is no entitlement to reimbursement of the stand rental or compensation.

6.5. At the end of each festival day, each stand operator must leave their own stand and its surroundings clean and tidy.

6.6. The stand area is to be cleaned by the stand operator when leaving and the waste is to be disposed of at predefined collection points in accordance with the organizer's instructions. Hazardous waste (except for oils and fats) must be properly disposed of by the stand operators themselves.

6.7. The disposal of bulky waste is not permitted and the costs incurred will be passed on in full.

6.8. For the disposal of oils and fats, an oil barrel must be obtained from the organizer for a deposit of CHF 100.- and the (cooled) residual oil must be collected in it. At the end of the event, the oil barrel must be returned to the specified return point.

7. Traffic regulations

7.1 Access to the market site must take place exclusively in accordance with the organiser's instructions via the checkpoint. Entry to the market site is only permitted with an entry voucher. These can be obtained at the checkpoint (parking space Teuchelweiher).

7.2 Vehicles that do not adhere to the entry times specified by the respective person in charge of the Organiser must expect long waiting times, depending on the current situation. Market operators who arrive too early or too late at the checkpoint must leave the area. The organiser declines any liability for loss of earnings or other damages.

7.3 The entry times are determined by the traffic police and the security service at the checkpoint and on the market area. It is not permitted to drive onto the market square without an access permit.

7.4. The instructions of the organiser's responsible personnel must be followed at all times during assembly and dismantling. During the event, no vehicles may drive onto the area or be parked on it. Vehicles parked illegally will be reported at the expense of the owner and, if necessary, towed away.

8. Setting-up the market

8.1. A checkpoint redemption voucher will be sent, which must be handed in at the checkpoint. At the checkpoint, the redemption voucher is exchanged for an entry voucher to the market.

8.2. It is only allowed to enter the market square with the entry voucher.

8.3. The people in charge of the market and checkpoint, together with the traffic service of the city police, determine when which booth operators are allowed to enter the market area.

8.4. When unloading, the cars are to be parked in such a way that other operators can also drive by. It should be unloaded as quickly as possible so that the vehicle can leave the market area as quickly as possible and be parked in the allocated parking space. Only then should the stand be completely set up.

9. Additional conditions for food booths

9.1 A deposit of CHF 300.00 will be charged for market booths with food on sale. In the event of non-compliance with the market rules or in the event of damage (e.g., oil stains), the market supervision will decide whether the deposit will be refunded only partially or not at all. If the costs are higher than CHF 300.00, e.g., in the case of any subsequent cleaning by the organizer, the amount will be charged in full to the stand operators. If there is no problem with the stand, the

deposit will be returned to the participant by Afro-Pfingsten within 60 days of the date of the event.

9.2. Fire regulations (liquid gas installations, cooking facilities, grills, etc.) are checked at the market. In addition, the food inspectorate carries out checks on refrigerators, freezers, drinks and food (spit protection). The instructions of the fire police, food inspectorate, security service must be followed immediately. Otherwise, it can lead to significant fines.

9.3 The following leaflets must be read and observed:

Fire Police City of Winterthur:

- "Festive Events and Markets" by the Fire Police (pdf).
- "Fire Protection Checklist", (German pdf), English (pdf), Français, (pdf)
- "Fire protection & safety at food stands", (German pdf, English pdf, Français pdf)
- "Checklist liquid gas (propane)" (pdf). Before your gas cylinder is put into operation, all standards must be met. Further information: <http://www.arbeitskreis-lpg.ch/gaskontrolle>.

The liquid gas vignettes are obligatory for all food booths that cook with liquid gas!

Food Inspectorate:

- "Outdoor food" (pdf)
- "Allergen and origin declaration" (pdf)
- "Leaflet on allergen labelling in open sales" (pdf)

10. Reusable tableware

10.1. Only reusable crockery with a deposit (CHF 2.00 per unit), such as plates and cutlery, is permitted for the distribution of food. The reusable system is provided by the organizer and must be used by all stand operators without exception. The information sheet on the reusable system contains further information.

10.2. Only reusable cups with a deposit (CHF 2.00) are allowed for serving drinks.

11. Terms of payment

11.1. After the allocation of the stand spaces, an invoice will be sent to the market riders by email.

11.2. The invoice is divided into a reservation fee (CHF 300.00), payable within 10 days of receipt of the invoice, the stand rental and a deposit (only for food stands). Due date for the stand rent and deposit depends on the time of registration, but no later than within 30 days. The reservation fee cannot be refunded in the event of cancellation. In the event of non-payment of the required fee, the deposit will be retained as compensation and the reservation expires.

11.3. A stand at the market is only definitively reserved after payment of the reservation fee. However, the stand space will only be allocated after receipt of the total amount!

11.4. A stand can only be set up if full payment has been received by the organizer on time. Cash payments at the market are excluded.

11.5. If the stand fee is not paid in full within the specified payment period, the right to the stand will be lost. The payment period is stated on the invoice. Dunning fees will be charged.

- 1) First payment reminder (free of charge) by email.
- 2) First written reminder by email with a reminder fee of CHF 20.00.
- 3) If the invoice including the reminder fee is not paid, the stand space will be released again.

11.6. Cancellations can only be accepted in the event of illness/accident (with certificate) or, depending on the situation, as a gesture of goodwill. In such a case, 20% of the stand rental is due up to 60 days before the start of the festival, 50% 60 to 40 days before the start of the festival, and 100% thereafter. The repayment of the processing fee is excluded in any case.

11.7. We ask you not to make payments at the post office counter. The post office charges fees for payments made at the counter. Only the post office profits from this. This money is missing for Afro-Pfingsten and for you. If you pay at the post office counter, the post office fees have to be paid by you in addition to the total amount of the invoice and have to be added to the total amount. Therefore, we ask you to pay online.

12. Opening hours and prices

12.1. Opening hours:

Bazaar: Thursday/ Friday/ Saturday from 10am – 11pm

Stage Market: Friday/ Saturday 10am – 9pm

Central Market: Saturday 3pm – 11pm 3 & Sunday 10am – 11pm

12.2. Prices in CHF

	Square Market Central Market 3 days		Alley Market 1,5 days		Alley Market NPOs/NGOs	
	food	goods for resale	food	goods for resale	food	goods for resale
Booth size: 3x3 m*	1440.-	615.-	1170.-	450.-	420	210.-
City fee per	75.-	45.-	50.-	30.-	45.-	30.-

running meter						
Final cleaning city	60.-	30.-	40.-	20.-	20.-	20.-
Parking per day	10.-					
Deposit for food booths**	300.-		300.-		300.-	
Deposit Oil barrel**	100.-		100.-		100.-	
Music max. 75db	50.-	50.-	50.-	50.-	50.-	50.-
Special permit Non-alcoholic beverages	100.-		100.-		100.-	
Special permit Alcohol	250.-		250.-		250.-	
Special Permission for 10+ seats	200.-		200.-		200.-	
Power consumption from 10kwh (up to 10kWh incl.)	100.-					
Final cleaning*	60.-	30.-	40.-	20.-	10.-	10.-
Reusable tableware	At cost					

*6x3 m booth costs are twice as much

**The deposit for food stands will be refunded within 60 days after the festival, if there have been no complaints. The deposit for oil barrels is paid out after the oil barrels have been returned.

13. Sanctions

13.1 Sanctions enforced by the organisers of the Afro-Pfingsten Market will be collected in cash directly at the stand or – if necessary – settled with the securities account.

13.2 All costs asserted by third parties will be passed on to the causer – in particular restoration costs after contamination by oil or anchoring in the ground.

13.3 Gross violations may result in the immediate eviction from the market

13.4 Offence/Fine

Offence	Fine
Not observing the entrance and exit routes and / or times:	CHF 100.-
Car left in the market area during the day or overnight excl. towing costs:	CHF 200.-
Booth size not respected: Heavy violation of marked dimensions: Exclusion from the market and penalties! Should costs arise which are claimed by third parties, these must also be paid by the party responsible.	CHF 300.- CHF 500.-
Booth labelling / youth protection regulations not visible:	CHF 100.-
Music without approval: Music with approval but too loud (max. 75 dB allowed!): Music played after 11 p.m:	CHF 200.- CHF 200.- CHF 200.-
Not observing closing times (sales after 11 p.m.): Selling despite repeated warnings / after 11.15 p.m.:	CHF 100.- CHF 300.-
Leaving waste, not appropriate waste disposal (excl. costs incurred for proper disposal)	CHF 200.-
Reusable dishes concept not implemented	CHF 200.-
Slight pollution due to oil (on the ground) excl. cleaning by the city (up to CHF 2000.-)	CHF 200.-
Heavy pollution due to oil (on the ground) excl. cleaning by city (up to CHF 2000.-): Oil emptied into shaft: Exclusion from the market and penalties (excl. follow-up costs of the city of Winterthur)!	CHF 500.- CHF 1'000.-
Anchorage in the ground installed excl. restoration costs of the city: Exclusion from the market and penalties (excl. follow-up costs of the city of Winterthur)!	CHF 500.-
Violation of health police regulations concerning food storage, hygiene etc.:	CHF 200.-
Violation of the regulations of the economic police, concerning seats, sale via alley and/or sale of alcoholic beverages:	CHF 200.-
Violation of fire police regulations (gas connections, gas labels, documents, fire protection, fire extinguishers):	CHF 300.-

In case of heavy or repeated violation of regulations of the fire police, health police and the economic police: Exclusion from the market and penalty!	CHF 500.-
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