

Market regulations Afro-Pfingsten

Valid for the Afro Pentecost 2024

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1. locations and duration market

Old Town Winterthur:

Square Market: Neumarkt/Kasinostrasse/ Königshof

Central Market: Kirchplatz

Alley Market: Untere und Obere Steinberggasse / Metzgasse / Garnmarkt / Spitalgasse

Thursday, May 16, 2024

Central Market ca. 10:00 - 23:00

Square Market approx. 11:00 - 23:00

Friday, May 17, 2024

Central Market 10:00 - 23:00

Square Market 10:00 - 23:00

Ally Market approx. 15:00 - 23:00

Saturday, May 18, 2024

Central Market 10:00 - 23:00

Square Market 10:00 - 23:00

Alley Market 10:00 - 23:00

2. general

2.1 The GTC are an integral part of the market regulations. Please read them carefully. With the registration you confirm to have read, understood and accepted the GTCs.

2.2 The market office is now located on the market site in the infra- and disposal zone at Neumarkt

1. This is where questions from market participants are answered, feedback is received, and discussions are held with other agencies (authorities).

Material (for sale or rent, e.g. soil protection, fire extinguishers) can also be obtained there.

2.3 The Afro-Pfingsten stand signage and information on the protection of minor's boards must be clearly visible and always displayed at the front of the stand.

2.4 The instructions of the organizer and/or official bodies (police, fire police, security service, food control authority, etc.) must be always followed immediately.

In case of non-compliance with the market rules, the organizer reserves the right to sanctions, fines and/or exclusions. Any proceedings, reprimands and/or fines shall be borne in full by the stand operator, including any legal costs. There is no entitlement to a refund of the stand rent or to compensation for damages.

3. market area and safety

3.1 The event will take place in any weather, if there is no danger to the visitors or the operators. The event may be canceled or interrupted due to force majeure, official order or court decision. In this case, there is no entitlement to a refund of the stand rental fee or compensation for damages.

3.2 On the entire festival site, the organizer or its representatives shall exercise domiciliary rights. The orders of the organizer, in particular the market team, security personnel, authorities and the blue-light organizations must be followed immediately.

3.3. During the three days of the event, the Afro-Pfingsten Crowd Control will monitor the area at rush hours. They are in direct contact with the security officer as well as with the blue light organizations. They take care of the general security at the market and are responsible for the enforcement of the regulations. During the night, the area is monitored by a security company. They patrol the area regularly from 23:00 to 07:00. Stand operators must ensure that their own stand space and valuables are adequately secured. The organizer assumes no liability for this.

Important: Escape routes, emergency exits and store entrances to buildings must always be kept clear and the instructions must be always followed! Emergency vehicles (e.g. fire department, police, ambulance) need at least 4 meters for their passage, this is checked regularly.

3.4 During the three days of the event, a professional medical service will be on the market site at rush hours.

3.5 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.

3.6 The stand operators undertake to operate the stand during the official festival hours. The opening hours are to be strictly observed.

Sales are to be stopped at exactly 23:00 and music equipment is to be turned off.

3.7 The festival area must be cleared by 03.00 a.m. on Whit Sunday at the latest. Otherwise, fines may be imposed by the organizer.

3.8 The organizer reserves the right to charge the stand operator for additional costs incurred for damage, repairs, cleaning, improper waste disposal, etc. and / or to retain the deposit.

4. stand: registration and rights/conditions

4.1 The application for a market stand takes place via the application form on the website of Afro-Pfingsten. Other applications will not be considered. Stand operators without registration will not be admitted. All data will be treated confidentially.

4.2 The number of stands is limited. The number of booths varies from year to year due to official requirements, construction sites in the market area and other structural changes in the Old Town. Please note that each year we receive far more applications than we have booth spaces to allocate. The selection process is subject to various criteria and is carried out by the organizer. The date of receipt of the application is secondary in the allocation of booth spaces, the decisive factor is the offer for sale. Applications of suitable offers with pictures of the goods and the stand will be preferred.

The market area is divided into different zones. When registering, the desired zone can be specified, concrete stand location requests are not possible and cannot be considered. The stand allocation is made by the organizer and is subject to internal criteria such as allocation to food zones, a market mix as balanced as possible and various requirements on the part of authorities and blue light organizations.

4.3 Only the standard sizes 3x3m, or 6x3m, 6x6m, 9x3m can be booked. The stand size may deviate from the specified dimensions but may **not** exceed the dimensions.

Local catering businesses 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 organizer and approved if possible. The effective price per running meter will be charged.

4.4 The organizer may reject applications without giving a reason. In case of a positive decision, an invoice/confirmation will be sent. The stand location is only definitely confirmed upon receipt of payment of the full amount.

4.5 The organizer only provides the stand space and access to the electricity box upon registration. The stand equipment (stands, tents, weather protection, etc.) is the responsibility of the stand operators. The market stand must be set up within the marked zone, including canopies and sales areas. The stand sizes are standardized and will be confirmed when the confirmation/invoice is issued. If the stand is too large, the size must be adjusted immediately, or the stand must be dismantled completely. The stand rental fee will not be refunded. Should another stand operator not be able to set up the stand, or be able to do so too late, the loss must be compensated accordingly by the party responsible.

4.6 It is prohibited to hammer nails, hooks, pegs or other fastening material into the ground or into trees on the entire festival grounds. The instructions of the city of Winterthur on the provided leaflets must be strictly observed. Non-compliance as well as insufficient protection will result in fines according to the fine regulations (point 14) of Afro-Pfingsten.

4.7 There are different stand categories (prices see 13.1)

Stands selling open food **and/or** beverages (food stands) at which prepared food is sold for consumption. (hereinafter food stalls)

The sale of beverages can be requested and must be approved by the organizer.

Merchandise stands at which merchandise is sold. (Hereafter merchandise stands)

Stands for NGOs/NPOs: Appropriate proof (cantonal tax exemption) must be submitted

Information booths that are not NPOs or NGOs.

5. infrastructure: electricity / liquid gas / charcoal / frying

5.1 Required gas and electricity connections must be specified in the application and installed in a controlled condition. An electricity connection up to a maximum of 100 kWh is included in the stand rental fee. If the electricity consumption is higher than 100 kWh, this will be charged at a flat rate of CHF 100.00 per day.

If this is not sufficient, the organizer will adjust the necessary power requirement in the expense charged to the regietarif the billing. (Control on site + cash payment)

5.2 The stand operators' own electrical equipment may only be connected to the mains by electricians provided by the organizer. Only technically flawless cable reels and multiple plug-in strips (Swiss test mark and functioning protective conductor) may be used. Defective or incorrect installations must be removed immediately. The electricians circulating on the premises must be obeyed in all cases and without exception. Temporary power cuts may occur during the event. The organizer assumes no liability for any losses during a power outage.

- Electricity connections, up to CEE 16 are included in the registration.
- Connections that are larger will be charged with an additional fee.
 - CEE 32 are to be charged with 350.- surcharge.
 - CEE 64 are to be charged with 1000.- surcharge.

5.3 Liquid gas installations and charcoal grills as well as deep-frying devices must be indicated at the time of registration. Each stand operator must ensure that his stand and its equipment, in particular cooking facilities, are hygienic, safe to operate and easy to inspect. In doing so, please observe the information sheets provided. Stands will be inspected regularly, also by external bodies such as the Food Inspectorate (cantonal authority that can impose penalties as well as close a stand). The instructions given by the organizer as well as the authorities must be followed immediately. Failure to comply will be penalized up to the closure of the stand and exclusion from the market for subsequent years.

5.4 Water can only be obtained at the washing points provided. Washing up is permitted at the appropriate water points. Water cannot be supplied to the stand. Please leave the water and wastewater points clean and free of waste. Important: Food stands/bars need a hand washing station (e.g. canister and soap) at the stand location.

6. additional conditions food stands

6.1 **500 CHF deposit** will be charged for market stalls with edibles on sale. In the event of non-compliance with the market rules or in the event of damage (e.g. oil stains, issue of glass bottles, fines by the Food Office, etc.), the market management will decide whether the deposit is to be refunded in full only partially or not at all. If the costs are higher than CHF 500.00, the deposit will be retained, and the additional costs will be invoiced to the stand operator. If this invoice is not paid, a debt collection and exclusion for subsequent years is to be expected.

If no fines are pending and the stands are dismantled and the site left clean, the deposit will be automatically returned to the stand operator by the organizer within 60 days of the date of the event. Otherwise, it will be retained.

6.2 Fire regulations (liquid gas installations, cooking equipment, grills, etc.) are checked at the market. In addition, the Food Inspectorate will carry out inspections of refrigerators, freezers, beverages, food (spit protection), washing places. The instructions of the fire police, food inspectorate, security service must be followed immediately. Otherwise, this may result in considerable fines or even expulsion by the authorities.

6.3 The following instruction sheets must be read through and adhered to:

Fire Police City of Winterthur:

- "Festive events and markets"
- "Fire Protection Checklist",
- "Fire Protection & Safety at Food Stands"
- "Liquid Gas (Propane) Checklist"

Before a gas cylinder is put into operation, all standards must be met. More info:

<http://www.arbeitskreis-lpg.ch/gaskontrolle> . The LPG vignettes are mandatory for all food stalls that cook with LPG!

Food Inspectorate

- "Food outdoors"
- <https://www.zh.ch/de/gesundheit/lebensmittel/umgang-lebensmittel.html>
- <https://www.fedlex.admin.ch/eli/cc/2017/183/de>
- "Allergen and origin declaration"
- "Spit Protection"

More fact sheets from Afro-Pfingsten

- Market regulations
- AGB's Afro Whitsun
- Leaflet reusable system
- Leaflet Sustainability on the Market
- Code of Conduct leaflet

7. reusable cup system / recommendation trays and cups

7.1 The distribution of beverages is allowed **only with the permission of the** market management and only in returnable cups. It is **forbidden to** give out pet, glass, aluminum and other containers. Also, not with deposit jetons! Reusable system is provided by the organizer and must be used by all stand operators without exception, further information can be found in the information sheet of the reusable system.

7.2 Local catering establishments may operate their registered and paid garden economy from the interior without assortment regulations or reusable tableware. Drinks in the take-away (via the alley) are mandatory reusable dishes!

7.3 The organizer recommends using biodegradable tableware and avoiding plastic products whenever possible. Information on products can be requested from the organizer.

8. disposal

8.1 At the end of each festival day and at the end of the festival, each stand operator must leave his own stand and its surroundings clean and tidy. The stand area is to be cleaned by the stand operator upon leaving and the waste is to be disposed of in the respective containers at the drop-off points in the two infra zones at Neumarkt and Kirchplatz according to the instructions of the organizer. Please help us to reduce the waste and to separate it properly. We and nature thank you! There are containers for food leftovers, cooking oil, pet, aluminum, glass, cardboard as well as troughs for the waste bags. Important: Waste bags from stand operators must **not be** disposed of at **or in** the waste garbage cans provided for visitors! Hazardous waste must be disposed of properly by the stand operators themselves.

8.2 The disposal of bulky waste is not permitted, and the costs incurred will be charged in full.

8.3 The disposal of waste oil is the responsibility of the market stand operator from 2024. The waste oil must be disposed of properly at a disposal yard or in the containers provided for this purpose in the disposal zone of the festival. In case of emergency, an oil drum can be rented from the organizer at the market office for a handling fee of CHF 250. This includes the disposal.

9. music equipment and live music

9.1 Small music equipment (portable players / mobiles and portable speakers) must be specified at the time of registration and approved by the market management. An additional fee must be paid for this. Please note that the number of stands with music equipment is limited. The maximum volume is limited to 75 dB. At the end of the market, the music systems must be switched off without being asked. At the instruction of the market team, the music must be turned off or turned down (for example, for a concert in the city church, concert on the market stage or street art).

9.2 Larger music systems with or without live music (incl. singing or DJ) must be requested at the time of registration and may be approved by the market management. These requests will be handled individually and invoiced in consultation between the stand operator and the market management. In any case, the stand operator is responsible for billing third parties. The maximum volume is limited to 75 dB. At the close of the market, the music systems must be switched off without being asked to do so. Upon instruction of the market team, the music must be turned off or turned down (for example, during a concert in the city church, concert on the market stage or street art).

10. declaration of goods

10.1 Customs when importing goods: The goods must be declared without being asked when crossing the border. This is the responsibility of the stand operator. It is advisable to obtain information about clearance from the border customs office before crossing the border.

We would like to point out that the customs office has the right to check the papers at the market. If the papers are not correct or not present, stand operators will be fined on the spot by the customs office. If necessary, the stand must be dismantled immediately.

10.2 Declare the goods according to official requirements. Please observe the information sheets.

11. traffic, market construction & parking

11.1 The market set-up will take place in two stages on Thursday morning and Friday noon. The stands may not be set up earlier. It is forbidden to deposit material on the market site earlier. Failure to do so will result in fines from the police. Once the invoice has been paid and the stand location has been confirmed, you will receive information about the set-up **by email** approximately 2 to 4 weeks before the event.

Please be on time at the CheckPoint at the Teuchelweiher. The CheckPoint team will explain to you the procedure for access and will line you up in the designated time zone according to the entry concept.

11.2 Access to and exit from the market site must take place exclusively via the checkpoint at Teuchelweiher, in accordance with the instructions of the organizers. Entry and exit to the market

site are only permitted with an entry voucher and exit voucher. These will be handed out at the checkpoint. The entry into the market area will be done step by step, according to the instructions of the authorities, and in agreement with the space allocators on the market area, the traffic safety and the police. The police will monitor the traffic situation and will be in contact with the market team. Use the marked driving directions, park your vehicle in the market so that others can pass. Instructions of the responsible staff of the organizer must always be followed during the construction and dismantling. Important: Waiting times must be accepted. If your vehicle is higher than 3 meters, please contact the market management in advance so that you can obtain an exceptional permit for a different access.

11.3 Vehicles that do not adhere to the entry times specified by the respective responsible person of the organizer (e.g. traffic jam on arrival) must expect waiting times at the checkpoint depending on the traffic situation. The organizer declines any liability for loss of earnings or other damages.

11.4 When unloading, the cars must be positioned in such a way that other market drivers can also drive past. Unload the vehicle immediately and leave the market area so that the escape and travel routes remain open. Only then should the stand be completed and set up. In case of obstruction of traffic and or excessive unloading time of the vehicle, a penalty fee of up to 500.- CHF will be charged.

11.5 No vehicles are allowed to enter or park on the area during the event. Hardening devices (terror barriers) will be installed. The entrance and exit will be completely closed during the market hours. It is not possible to drive through. Illegally parked vehicles will be reported at the owner's expense and towed away if necessary.

11.6 **Park** your vehicle in the assigned parking space and place the parking permit clearly visible behind the windshield. The parking spaces will be controlled. Additional parking permits provided there is sufficient space in the designated parking area, can be obtained on site for a fee of 20.- CHF per day and vehicle.

12. registration procedure and payment conditions

12.1 The registration takes place via the website. The market management reviews all applications and checks them for internal and external criteria. This process can take between 2-8 weeks, depending on the time of registration. The earlier you register and the better your booth meets the criteria, the faster you will receive positive feedback and an invoice will be issued and emailed! Check your spam folder regularly. Read the invoice carefully and check for discrepancies. If the invoice is correct, please pay it immediately. After receipt of the full amount, the registration is definite and the allocation to a suitable stand location by the market management can take place. The earlier, the greater the selection of booth spaces for the market team to make the assignment.

12.2 If you register within the registration period (November to the end of January), the invoice is payable within 20 days of receipt. Please inform the market management if you make an installment payment or if another person pays the amount for you. Only then can we ensure proper accounting. For registrations after the official deadline, the payment deadline can also be

immediately after receipt of the invoice. Your stand space is not guaranteed until we receive the full stand rental fee. If the payment deadline is exceeded, the organizer reserves the right to reallocate the space.

12.3 A stand may only be set up if full payment has demonstrably been received by the organizer. Cash payments at the market are excluded.

12.4 If the stand fee is not paid in full within the specified payment period, the right to the stand is lost. The payment deadline is stated on the invoice in each case. If you have payment difficulties, please contact the market management immediately.

Please note: Overdue fines may be charged.

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

12.5 Cancellations can only be accepted in case of illness/accident (with a medical certificate) or, depending on the circumstances, as a gesture of goodwill. In such cases, 20% of the stand rental fee 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 refund of the processing fee of 200.- CHF is excluded in any case.

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

13th Prices

Square Market **(SM)** Neumarkt /Kasinostrasse/Königshof): Thursday/ Friday/ Saturday 10-23

Central Market **(CM)** Kirchplatz :Thursday/Friday/ Saturday 10-23

Alley Market **(AM)** Steinberggasse, Metzggasse, Garnmarkt: Friday 3pm-2pm & Saturday 10am-2pm.

3.1 Prices in CHF, excl. VAT (8.1 %)

All prices incl. municipal running meter fee, patent food stands and cleaning fee and handling fee of 200.- CHF	3 days SM & CM Food	1,5 days Alley market Food	3 days Square market Non Food	1,5 days Alley market Non Food	1,5 days AM for NGO Non Food
3 x 3 tent incl. up to 100 kwh electricity	1725	1360	780	560	310
6 x 3 tent incl. up to 100 kwh electricity cost double	3450	2720	1560	1120	620
Electricity demand of more than 100 kWh flat rate 100.- CHF per day					
Additional to apply for:					
Music from portable player, max. 75db, 50.- CHF per day (without live music)	50	50	50	50	50
Parking card per vehicle (max. 2), 10.- CHF per day	30	20	30	20	20
Food stalls additionally					
Non-alcoholic beverages	100	100			
Alcoholic beverages	250	250			
Deposit for food stalls and bars	500	500			
Rent for oil barrel (changed regulation, please note)	250	250			

14. Liability & Legal Provisions

14.1 The market riders themselves are liable for all property damage and personal injury caused to third parties by themselves or their assistants. To cover the legal liability, all participants must take out suitable liability insurance themselves.

14.2 Subject to amendment and supplementation, Afro-Pfingsten reserves the right to amend the provisions of these market regulations at any time or to supplement them by instruction. The participants will be informed about this in due time. The latest version of the market regulations can be found at www.afro-pfingsten.ch.

14.3 With the registration, the market vendors undertake to inform themselves about the trade, fire and police regulations and the labor law etc.

14.4 Choice of law, place of performance and place of jurisdiction: All legal relations of the market riders with Afro-Pfingsten are subject to Swiss law, for all proceedings the place of performance and exclusive place of jurisdiction is Winterthur, Switzerland.

15. referrals/fines

15.1 Reprimands issued by the organizers of the Afro-Pfingsten Market will be collected immediately in cash directly at the stand location or, if applicable, offset against the deposit.

15.2 All costs claimed by third parties shall be charged to the party responsible, in particular restoration costs after contamination by oil or anchors in the ground.

15.3 Gross violations may result in immediate eviction from the site.

15.4 Offenses/penalties

Misdemeanor / fine	CHF
Entry or exit route and/or entry or exit times not observed.	200
Car left in the market area during the day or overnight, excl. towing costs	400
Stand dimensions not complied with: Gross violation of the marked dimensions. Exclusion from the market and fine! If costs are incurred as a result, which are claimed by third parties, these are also to be paid by the causer.	300 500
Music without a permit: Too loud music with: Permit (allowed max. 75 decibels!); Music not turned off after 23.00.	200
Booth signage/juvenile protection not posted.	200
Waste left lying around, not disposed of properly: (excl. costs incurred for proper disposal).	500

Reusable tableware concept not implemented.	500
Small pollution by oil (on the ground) excl. cleaning costs by city (up to 2000.- CHF).	200
Major pollution by oil (on the ground): excl. cleaning by city (up to CHF 2000.-) Oil emptied into manhole: Exclusion from the market and fine (excl. follow-up costs of the city of Winterthur)!	500 1000
Anchors installed in the ground, excl. restoration costs of the city: exclusion from the market and fines (excl. follow-up costs of the city of Winterthur)!	500
Violation of health police regulations (food storage, hygiene, etc., according to the supplementary sheet).	350
Violation of regulations of the Economic Police concerning seating, sale via alley and/or sale of alcoholic beverages.	200
Violation of fire police regulations (gas connections, gas etiquette, documentation, fire protection, fire extinguishers etc.)	300
In case of gross or repeated violation of fire police regulations, Health police and the economic police: exclusion from the market and fines!	500
Insults and abuse of the market team	500 or immedi ate exclusio n

16 Awareness / Feedback

Do you feel unfairly treated, discriminated against or have you observed an assaultive situation?

Then describe the case in writing, accurately and with details and submit it to:

awareness@afro-pfingsten.ch.