

## **TERMS AND CONDITIONS FOR THE CONCESSION OF BARS, KIOSKS, SNACK BARS AND RESTAURANTS AT ANDANÇAS**

### **ARTICLE 1 – TERMS**

1. The terms and conditions hereby stated are accepted by the concession holders of Bars, Snack bars or Restaurants (in the following referred to as B / S / R) and manage the relationship between the concession holders and PédeXumbo (organising entity of Andanças)

### **ARTICLE 2 – ORGANISATION**

1. The gastronomy area at Andanças is organised by PédeXumbo, here also referred to as the Organisation.
2. There will be no compensations or refunds of payments already made, in any unpredictable event or by *force majeure*, which might result in changes in the program of the gastronomy area, in its opening hours, in delays of its course or its evacuation.
3. In case the gastronomy stands have to be closed, the B / S / R only have the right of refunding of their payments reduced by the expenses of PédeXumbo.

### **ARTICLE 3 – LOCATION**

1. The gastronomy area is located on the festival grounds, within Andanças, at Barragem de Póvoa e Meadas – Castelo de Vide.
2. Shaded space for B / S / R is not guaranteed.

### **ARTICLE 4 – DURATION**

1. The gastronomy area is open from 1 to 7 August 2016.

## **ARTICLE 5 – REGISTRATION**

2. The registration for participation as a concession holder for a gastronomy stand requires the correct and complete filling of the registration form. This form is made available by the Organisation for everyone interested from 21 March 2016 to 3 April 2016 at the web-site [www.andancas.net](http://www.andancas.net).

## **ARTICLE 6 – DEADLINES**

### 1. Dates:

1. From 21 March to 3 April 2016 – Registration using the application form on the web-site [www.andancas.net](http://www.andancas.net).
2. On 22 April 2016 – The applicants are informed by email whether they were selected or not.
3. On 2 May 2016 – The selected B / S / R will receive via email, payment reference to pay 30% of the charged amount via MultiBanco (MB), Payshop, Homebanking or HIPAY. This reference expires on 30 May 2016.
4. All payment references which were not paid until the 30 May 2016 will be canceled immediately and the stand space will be given to other applicants in the waiting list.
5. A security deposit will be charged as a guarantee that the space will be left cleaned prior to the festival, the full value of this deposit (300€) will be returned after final inspection of the allocated space (article 8 -line 21). This security deposit must be paid to the Organisation not later than a day prior to the setting and building of the gastronomy stand, up to the 24th July 2016.
6. On 29 July 2016 – The gastronomy stands and installations will be inspected. The schedule of this visit will be announced in due time. The presence of the B/S/R is mandatory and of their own responsibility.
7. The remaining amount for the concession (70%) has to be paid by 29<sup>th</sup> July 2016 – failure in making this payment will result in the B/S/R not being allowed to commence business, until full payment has been made. Same applies to the security deposit as per point 1.5 above stated.

## ARTICLE 7 – TYPES AND PRICES

1. Stand spaces are available in different sizes depending on the type of activity developed:

Stand space will be delimited by poles, and the area attributed will depend on the type of stand; each stand space will have access to water and electricity and can be connected to the nearest sewer.

1. Bar stand space, or maximum working area of 9 m<sup>2</sup>, with access to water but with no connection to sewer; connection to electricity: maximum 15A (one phase);
  2. Bar stand space or maximum working area of 18 m<sup>2</sup>, with access to water and with connection to sewer; connection to electricity: 10A (three-phase);
  3. Snack bar stand space or Restaurant with maximum area for preparation of 9 m<sup>2</sup>, with access to water and with connection to sewer; connection to electricity: 15A (three-phase);
  4. Snack bar stand space or Restaurant with maximum area for preparation of 18 m<sup>2</sup>, with access to water and with connection to sewer; connection to electricity: 20A (three-phase);
  5. Snack bar stand space or Restaurant with maximum area for preparation between 18 m<sup>2</sup> and 35 m<sup>2</sup>, with access to water and with connection to sewer; connection to electricity: 30A (three-phase);
  6. Restaurant space with area larger than 35 m<sup>2</sup>, with access to water and with connection to sewer; connection to electricity: 50A (three-phase)
2. It is the responsibility of each B / S / R to bring all necessary material and equipment, namely:
    1. 3 to 6 meters pipe, to connect to sewer;
    2. Switch board according to voltage stated above (please note type and amperage), with high sensitivity differential (30 mA) and electrical sockets depending on individual needs;

3. Tap for water access point as well as sink, basin or other utilities;
4. Any other kind of equipment for the good functioning of the stand.
5. Prices of stands depending on the size and type:
  - 5.1 Small projects – From 750€ to 1.000€;
  - 5.2 Bars – From 1.200,00 € to 1.750,00 €;
  - 5.3 Snack bars and Restaurants – From 1.500,00 to 3.500,00 €;
  - 5.4 Restaurants – From 3.500,00 € to 6.000,00 €;

The classification of the stands is made depending on their perceived value to the festival, the allocated area for the preparation of food or drinks, aesthetic aspects and the type of products, which will be sold.

6. Prices of wristbands and the maximum number for each stand:
  - 6.1 The number of wristbands offered with the concession stand varies with the price of the concession, the type of the stand and the size of the area. One to seven wristbands can be included;
  - 6.2 The holder of one (1) concession stand has the right to buy additional wristbands (for 60€ each). The maximum number depends on the prize of the concession stand;
  - 6.3 In case volunteers take over some tasks at the concession stand, the Organisation allows the exchange of wristbands for products sold by the B / S / R of comparable value, upon agreement of the volunteer.

## **ARTICLE 8 – TECHNICAL TERMS AND CONDITIONS AND FOOD SAFETY**

1. The gastronomy area and consequently, concession stands are located outdoors, in an area constantly frequented by participants.
2. General illumination is provided by the Organization.
3. In order to avoid overload of the power network, only low energy light sources are allowed for the illumination of the stands, if necessary.
4. Alternating current at 220 V will be provided. The maximum current depends on the type of the concession stand. The use of flexible and single insulated cables is strictly forbidden.

5. Each concession holder is responsible to provide a switchboard fitting the needs of the stand, which will be connected to the power connection provided by the Organization.
6. The electric installations of B / S / R can be checked by representatives of the Organization at any time, with the possible consequence of a power cut for the stand, if the safety criteria are not met or unauthorized changes are made in the installation without prior consent.
7. A minimum distance of 3 meters of light sources from the ground is mandatory.
8. It is not allowed to supply energy to caravans, carriages or other spaces that are not used to prepare or sell food and beverage.
9. The use of electric or other type of generators is not allowed.
10. Water consumption for each B/T/ R must be restricted to basic needs and following good environmental practices and food safety. The water consumption will be checked by the organization.
11. The set-up is done in the week before the festival (from 25 July 2016), and has to be completed in the morning of the 29<sup>th</sup> July, ready for inspection. Upon inspection legal documentation has to be provided.
12. B / S / R processing food need to fulfill the requirements by HACCP, which are:
  7. Records of temperature control of the cooling units;
  8. Records of cleanliness and tidiness of stand and utilities;
  9. Records to allow traceability and control raw materials;
  10. Complete documentation of food acquisition, to be kept at the stand;
  11. Proof of medical test for all people handling food;
  12. Use of proper detergents and disinfectants for food handling and respective data sheets from their providers.
13. For B / S / R concession holders of mobile stands, the following is mandatory:
  1. Authorization requirement from Câmara Municipal de Castelo de Vide for the respective activity (*licenciamento zero*);
  1. Price list - prices should be on display for all products on sale;
  2. Display of an Announcement sign on the restriction of sale of alcohol according to articles 2<sup>o</sup>, 3<sup>o</sup> and 4<sup>o</sup> of *Decreto-lei n<sup>o</sup> 50/2013 de 16 de abril*, according to portuguese law;

3. Display of a No Smoking sign - “Proibido fumar”/ according to Modelo A of *Decreto-lei n.º 37/2007 de 14 de agosto*, according to Portuguese law;
4. In case the B / S / R offer a seating area, the management of this space is the responsibility of the concession holder. The area(s) are part of the concession area and will be taken into account in the selection process.
5. There will be commonly used seating areas with shared responsibility. The cleaning and Organisation of these areas is still the full responsibility of the concession holders. For this purpose, there will be common terms of use for the shared areas, with the agreement of all concession holders using the common seating area.
6. The access of the stands for vehicles for deliveries will be possible twice daily, from 8 to 9 in the morning and from 18 to 19 in the evening. During these times, only vehicles with permission from the Organisation are allowed to enter the festival grounds.
7. Driving in the festival grounds for resupply of food and merchandise is not allowed, except at the times stated above. The Organization will create a special car park for B / S / R as close to the gastronomy area as possible. Disrespect of the parking regulations will result in the removal of the vehicle.
8. Each B / S / R is responsible for the set-up of their own facilities and is not allowed to delegate this to others, particularly the choice of location of the stand.
9. During the festival, each B / S / R has to take care of cleaning and maintaining the area around the concession stand. The B / S / R are also responsible for cleaning the space at the end of the festival. The B / S / R is also responsible to dispose their waste in the closest bins and to separate all packing material for recycling in the appropriate bins.
10. A deposit of 300€, will be charged alongside the the 70% of the concession cost, to guarantee the tidiness of the place during set-up, and derig, making sure all rubbish will be removed and the area will be returned clean and tidy. The deposit will be returned after derig and after the area has been inspected, should no issues be found.
11. The use of non-reusable containers is not allowed at the festival (including those made of biodegradable plastic). Each B / S / R should find a solution to serve the customers without using disposable containers. If there is no other way, disposable containers made of reusable and recycled paper and without any print may be used after approval by the Organization.

12. The Organization highlights that the use of disposable cups is not allowed under any circumstances. The Organisation provides aluminum mugs upon a deposit paid by the participant, and this deposit is returned upon the mug is returned to the Organisation. However, the B / S / R may purchase a number of mugs from the Organisation to hand them out to their customers for a deposit.
13. It is explicitly forbidden to amplify sound (even minimally) at the concession areas. Disregard of this rule will result in the expulsion from the festival grounds without any refund or return and all wristbands acquired by the suspended concession holder will be withheld by the Organisation

#### **ARTICLE 9 – DOGS AND OTHER PETS**

1. Although permitted on the festival grounds, pets are not allowed in the gastronomy area. In the B / S / R stand itself as well as at, or near the seating areas, animals are strictly forbidden too.

## **ARTICLE 10 – SECURITY AND FIRE SAFETY REGULATION**

1. It is mandatory for the B / S / R to obey to the general security terms defined by law, as well as the specific rules determined by the Organisation.
2. Every B / S / R is responsible for the set-up and maintenance of structures and fixed materials in the assigned space. The B / S / R has to ensure that they do not pose any risk for the safety of people or goods involved in the festival.
3. Each B / S / R stand has to have a properly filled and valid fire extinguisher within the assigned space during the festival.
4. In terms of liability, each B / S / R is responsible for any events occurring at the assigned space. The B / S / R may wish to consider an adequate insurance.
5. In case there is a potential risk detected in the space assigned to the B / S / R, caused by structures, used material, products on sale, or by the misconduct of the B / S / R or employees in charge, the B / S / R will be asked to correct this situation. If the B / S / R refuses to do so, the B / S / R can be expelled without the right of repayment or refund of any expenses.
6. It is not allowed to completely or partially block the emergency exits in any way.
7. The Organization cannot be held responsible for the safety of the goods and products for sale by the B / S / R. Each B / S / R has to take care of their own stand and goods.

## **ARTICLE 11 – ENTITLEMENT TO USE FESTIVAL ANDANÇAS FACILITIES**

1. Renting a stand does include the right to freely access the main area of Andanças. Only with a valid wristband, it is possible to access the stands in the gastronomy area on the festival grounds, the canteen, the camping site and other areas of the festival.
2. The tickets for children up to 12 years are free, in accordance with the general terms of access to the festival.



3. Common toilets are available for B / S / R and festival participants at the gastronomy area.

## **ARTICLE 12 – SELECTION CRITERIA OF APPLICATIONS**

1. The Organisation reserves the right to select all B / S / R. Organization also reserves the right to reject applicants that fail to meet their criteria, or do not fit the scope or objectives of the gastronomy area.
2. The Organization values the following characteristics in applications:
3. Accordance with all health and safety regulations and food safety as listed in line 12, 8<sup>th</sup> article;
4. In case the B / T / R has participated in previous editions of the Festival and followed all regulations.
5. Proven experience;
6. Quality and innovation of the proposal;
7. Proven preference in the use of regional products;
8. The aesthetics of the space;
9. Offer of seating area;
10. Offer of products essential for the needs of the festival.

## **ARTICLE 13 – CRITERIA FOR ALLOCATION OF SPACE AND LOCATION**

1. The Organization reserves the right to decide the location of the concession stand for each of the applicants.
2. The selection will be done according to the following criteria:
3. 1<sup>st</sup> Order of payment (there will be a list with the order of each of the payments);
4. 2<sup>nd</sup> Capacity of the location and the requirements of the B / S / R;
5. 3<sup>rd</sup> Diversity of offers in the same area.
6. The person in charge of the gastronomy area will ask the candidates for their choice of stand according to a list containing the order of the payment.

#### **ARTICLE 14 – PRODUCTS ON SALE BY THE ORGANISATION**

1. All tap drinks sold at the festival must be purchased through the Organisation.
2. The Organisation provides a discount of 25% for UNICER products.
3. All coffee products sold at the festival must be purchased through the Organisation, for prices according to DELTA.
4. Tap Drinks, coffee products and ice cream must be purchased through the Organisation, which is the exclusive provider of these products at the festival.
5. The Organisation reserves the right to expel B / S / R who do not follow the points stated previously without right of a refund of any expenses.
6. The payment of articles purchased through the Organisation is due every two days. An invoice is presented by the person responsible for the gastronomy area.
7. Orders of coffee and tap drinks are collected daily between 10 and 11 in the morning, for delivery on the following day.
8. The Organisation will keep a stock of drinks and coffee to avoid shortages. However, replenishment by the concession holders is only possible during delivery times.

#### **ARTICLE 15 – LANGUAGE OF THE TERMS**

1. Where the Organisation provided a translation of the Portuguese language version of the Terms, the B / S / R agrees that the translation is provided for his/her convenience only and that the Portuguese language versions of the Terms will govern his/her relationship with the Organisation.
2. If there is any contradiction between what the Portuguese language version of the Terms says and what a translation says, then the Portuguese language version shall take precedence.