# MARKET REGULATIONS AFRO-PFINGSTEN

### **1. LOCATIONS AND MARKET HOURS**

1.1. Locations & Hours Old Town Winterthur:

Square Market: Neumarkt/Kasinostrasse/ Königshof

Central Market:

Kirchplatz

Alley Market: Untere et Obere Steinberggasse / Metzggasse, Garnmarkt / Spitalgasse

Thursday, June 5, 2025 Central Market, Square Market 10:00 – 23:00

Friday, June 6, 2025 Central Market, Square Market 10:00 – 23:00 Alley Market 15:00 – 23:00

Saturday, June 7, 2025 Central Market, Square Market, Alley Market 10:00 – 23:00

Market Office (Information for Market Operators, Sale of Fire Extinguishers, etc.): Neumarkt 1

1.2. Stalls must operate until 11PM on all booked days. Early dismantling and music/continued sales after 11 PM are not permitted.

1.3. The area must be cleared by 2 AM on Pentecost Sunday at the latest.

#### 2. GENERAL

2.1. The General Terms and Conditions (GTC) are an integral part of the market regulations: Link Please read them carefully. By registering, you confirm that you have read, understood, and accepted the GTCs.

2.2. Locally based food service businesses are subject to a separate market regulation.

2.3. The stall number as well as information on youth protection and food labeling must be prominently displayed at the front of the stall at all times.

2.4. In case of non-compliance with the market rules, the organizer reserves the right to impose sanctions and exclusions. Any procedures, citations, and/or fines are fully at the expense of the stall operator, including possible legal costs. There is no entitlement to a refund of the stall rental or to compensation for damages. (See 14)



2.5. Stall operators have the right to operate a stall on the designated space in the festival area based on the following conditions and legal and municipal requirements.

2.6. The guidelines from the city of Winterthur on the provided information sheets must be strictly followed. Stalls are regularly inspected, including by external bodies such as the food inspection authority (cantonal authority, which can issue fines and close a stall).



2.7. The organizer reserves the right to charge additional costs for damages, repairs, cleaning, improper waste disposal, etc., to the stall operator and/or retain the deposit.

# 3. APPLICATION, STALL ALLOCATION, STALL SIZES

3.1. The application for a market stall is only possible via the registration form on the Afro-Pfingsten website. Stall operators without registration will not be admitted.

3.2. Stall allocation is carried out by the organizer and is subject to internal criteria such as a balanced market mix as well as various requirements from authorities and emergency services. The date of application is secondary. Applications with appropriate offers and pictures of the goods and stall are preferred.

3.3. The organizer may reject applications without giving reasons. A positive decision will be followed by an invoice/confirmation. After receipt of the full amount, the registration is final. This process can take between 2 to 8 weeks depending on the time of registration. All invoices are sent by email! Please check your spam folder regularly! Information on entry and setup will be sent to you by email no later than 2 to 4 weeks before the event.

3.4. Requests for specific zones will be considered as much as possible. However, specific stall location requests cannot be accommodated.

- 3.5. Prices are based on category (see 13.1):
- A. Stalls selling unpackaged food and/or drinks / stalls selling prepared food for consumption (hereinafter referred to as food stalls). (The sale of drinks must be applied for in advance and approved by the organizer.)
- B. Stalls selling trading goods/ merchandise (hereinafter referred to as merchandise stalls)
- C. Stalls for NGOs/NPOs: A corresponding proof (cantonal tax exemption) must be submitted.
- D. Information stalls that are neither NPOs nor NGOs.

The standard sizes for stalls are 3x3m / 6x3m / 9x3m. The stall size may deviate from these dimensions but must not exceed them. Stall sizes are confirmed with the confirmation/invoice.

Special sizes are assigned as a second priority and receive an invoice based on square meters plus processing fee (the fee is waived by upgrading to the next larger standard size).

3.6. The organizer only provides the stall space and, upon prior request, access to the power box. The stall setup (stalls, tents, weather protection, power cables up to the power box, etc.) is the responsibility of the stall operators.

3.7. When applying, the following points require special approval. Approval may be withheld without providing reasons:

- Power requirements\*
- Gas installations / Charcoal grills / Frying equipment\*
- Drink dispensing (with/without alcohol)\*
- Music registration\*
- Parking with parking permit\*

\*Incorrect or missing information in the application may result in these services not being available. No permits will be issued during the market

### 4. SAFETY AND MEDICAL SERVICES

4.1. The instructions of the organizer and/or official bodies (police, fire department, security service, food control authority, etc.) must be followed immediately at all times. Escape routes, emergency exits, and store entrances must always be kept clear! Also, the fire brigade access of at least 4 meters.



4.2. The event takes place in all weather conditions, as long as there is no risk to visitors or operators. The event may be canceled or terminated due to force majeure, official orders, or court decisions. In such cases, there is no entitlement to a refund of the stall rental or compensation for damages.

4.3. During peak times, the venue is monitored by Afro-Pfingsten Crowd Control. They ensure general safety at the market and enforce the regulations.

During the night, the area is monitored by a security company, patrolling regularly from 11:00 PM to 7:00 AM. Stall operators must ensure adequate security for their own stall and valuables. The organizer assumes no liability for this.

4.4. A professional medical service is present on the market grounds during peak times.

#### 5. INFRASTRUCTURE: POWER / WATER

5.1. Required gas and power connections must be installed in checked condition (with inspection seal). One power connection up to a maximum of 100 kWh & up to CEE16 in Swiss standard is included in the rental, but must still be registered. Additional connections are chargeable. Electrical distributors can be up to 40 meters away (technically flawless power cables for this distance and adapters for foreign plugs are the responsibility of the stall operator). Multiple socket strips must have a Swiss inspection mark with a functioning ground connection. Faulty or incorrect installations must be removed immediately. Temporary power outages may occur. The organizer assumes no liability for losses during a power outage.

5.2. Water must be obtained exclusively from the provided wash stations. Water supply to the stall is not possible. Washing is only allowed at the designated wash stations. Please leave the water and wastewater areas clean and free of waste. Important: Food stalls/bars need a hand-washing station (e.g., canister and soap) at the stall.

### 6. ADDITIONAL CONDITIONS FOR FOOD STALLS/BARS

6.1. For market stalls with food offerings, a deposit of CHF 500.00 is required. If market rules are not followed or if damages occur (e.g., oil stains, the use of glass bottles, fines from the food inspection authority, etc.), the market management will decide whether the deposit is refunded in full, partially, or not at all. If costs exceed CHF 500.00, the deposit will be retained, and additional costs will be invoiced to the stall operator. Failure to settle this invoice may result in collection proceedings and exclusion from future years.

If rules are adhered to, the deposit will be refunded automatically within 60 days after the event date.

6.2. The following information sheets must be read and adhered to:

- Festive Events & Markets
- Checklist Fire Protection
- Fire Protection & Security
- Inspection of Gas Appliances at Events
- Outdoor Food Sale
- Labeling
- Allergen Labeling
- Spit Protection
- Jewelery
- Protecting Hard Coverings
- Reusable Tableware
- Sustainability 2025
- Code of Conduct

#### All information sheets : LINK

All German-language information sheets are authoritative; some versions in English and French were translated by Afro-Pfingsten and are considered direct translations of the German version.

6.3. Beverage dispensing is only permitted with approval from the market management and only in reusable cups. Beverages in PET, glass, aluminum, and other containers must be transferred to reusable cups when sold to customers. Additional information is provided in the information sheet on the reusable system. LINK

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

#### 7. WASTE DISPOSAL

7.1. At the end of each festival day and at the end of the festival, each stall operator must leave their stall and its surroundings clean and tidy. The stall space must be cleaned by the stall operator upon departure, and waste must be separated and disposed of at the designated drop-off points in the information zones at Neumarkt and Kirchplatz. Containers for food waste, cooking oil, PET, aluminum, glass, cardboard, and waste bags are provided.

Important: Waste bags from stall operators must not be disposed of in or near bins intended for visitors!

7.2. Special waste must be disposed of properly by the stall operator. Disposal of bulky waste is not permitted, and the resulting costs will be fully charged.

7.3. Disposal of used oil is the responsibility of the market stall operators. Used oil must be disposed of properly at a disposal site or in the designated containers in the festival's disposal area. In case of emergency, an oil barrel can be rented from the market office for CHF 250.-, including disposal.



#### 8. SOUND SYSTEMS AND LIVE MUSIC

8.1. Sound systems and live music require approval.

8.2. The maximum volume for smaller sound systems (portable playback devices/mobile and small speakers) is limited to 75 dB. Outside of market hours, sound systems must be turned off. The market team may request that the music be turned down or off (e.g., during concerts at the city church, market stage performances, or street art).

8.3. The regulations in 8.1 also apply to larger sound systems with or without live music (including singing or DJs).

### 9. DECLARATION OF GOODS / CUSTOMS

9.1. Customs upon importation of goods: Goods must be declared upon crossing the border. This is the responsibility of the stall operators. It is advisable to inform yourself about the customs procedures at the border customs office before crossing. Note that customs authorities have the right to check papers at the market. If the papers are incorrect or missing, stall operators may be fined by customs authorities on-site. The stall may be required to be dismantled immediately.

9.2. Please declare goods according to official requirements. (See information sheet)

#### **10. TRAFFIC, MARKET SETUP & PARKING**

10.1. Market setup occurs in two stages: Thursday morning and Friday afternoon. Early setup / pre-positioning of materials on the site is prohibited. Violations may result in fines from the police.

Please arrive on time at the checkpoint at Viehmarkt. The checkpoint team will explain the procedure for access and will schedule you according to the entry concept.

10.2. Access and exit to the market area are only allowed with an entry and exit voucher and are exclusively via the checkpoint at Viehmarkt. Vouchers are distributed at the checkpoint. Entry to the market area is staged and coordinated with traffic safety/ police. Please follow the market driving directions. Important: Waiting times should be expected.

10.3. Vehicles not adhering to the specified entry times (e.g., delays due to traffic) must expect waiting times at the checkpoint. The organizer disclaims any liability for loss of income or other damages.

10.4. Vehicles must be positioned during unloading so that other market operators can pass. The vehicle must be unloaded immediately and parked outside the market area to keep escape and access routes clear. The stall will only be set up after the vehicle has left.

10.5. During market hours, there is a complete driving ban on the entire area! Entry and exit are completely blocked during market times. No passage is allowed. Vehicles parked illegally will be fined and, if necessary, towed at the owner's expense.

10.6. Park your vehicle in the designated parking area at Teuchelweiher and place the parking permit clearly behind the windshield. Parking spaces are limited! There is no right to multiple parking spaces. A maximum of 2 parking spaces per stall will be allocated.

10.7. The market stall must be set up within the marked zone, including canopies and sales areas. Stalls that are too large must immediately reduce their size or be dismantled entirely. Stall rent will not be refunded. If another stall operator cannot set up on time due to this, the causing party must compensate for the loss.

10.8. It is prohibited to drive nails, hooks, pegs, or other fastening materials into the ground or trees anywhere on the site.



#### **11. AWARENESS**

Do you feel that you have been treated unfairly, discriminated against, or have you observed an inappropriate situation? Please describe the case in detail and submit it to: awareness@afro-pfingsten.ch.

#### **12. PAYMENT TERMS**

12.1. Registrations made within the registration period (by the end of January) must be paid within 20 days of receipt of the invoice. Installment payments are only possible by arrangement and subject to a fee (CHF 50 per installment). Late registrations will incur a CHF 200 late fee.

After the payment deadline, a payment reminder will be sent by email, followed by a chargeable reminder. If the full amount is still outstanding, the stall space will be allocated to someone else. Cash payments at the market are not accepted.

12.2. Cancellations are only accepted in the event of illness/accident (with a certificate). In such cases, 20% of the stall rent is owed up to 60 days before the festival, 50% from 60 to 40 days before the festival, and 100% after that. The processing fee of CHF 200 is non-refundable in all cases.

12.3. Please do not make payments at the post office counter. The post office charges fees for counter deposits, which only benefit the post office. This money is lost to Afro-Pfingsten and you. Please pay online and in CHF. If payment is made at the counter, the post office fees must be added to the total invoice amount and paid by you.

12.4. Adjustments and/or changes to invoices will incur a processing fee of CHF 150.



#### **13. PRICES**

13.1. Prices in CHF, excluding VAT (8.1 %)

#### Square Market (SM):

Neumarkt/Kasinostrasse/ Königshof

#### Central Market (CM):

Kirchplatz

#### Alley Market (AM):

Untere und Obere Steinberggasse / Metzggasse, Garnmarkt / Spitalgasse

Stand size	3 days SM & CM Food & Bar	1,5 days AM Food & Bar	3 days SM Non Food	1,5 days AM Non Food	1,5 days NGO Non Food
3x3 meter stand including up to 100 kWh of electricity	1780	1360	780	560	310
6x3 meter stand including up to 100 kWh of electricity	3560	2720	1560	1120	620
9x3 meter stand including up to 100 kWh of electricity	5340	4080	2340	1680	930
6x6 meter stand including up to 100 kWh of electricity	7120	5440	3120	2240	1240
Processing Fee for Special Sizes	300	300	300	300	300
Electricity Plugs up to CEE 16 from 2nd Unit / Each	50	50	50	50	50
Electricity Plugs CEE 32 / Each	300	150	300	150	150
Electricity Plugs CEE 64 / Each	1000	1000	1000	1000	1000



# TO BE APPLIED FOR ADDITIONALLY:



	3 days SM & CM Food & Bar	1,5 days AM Food & Bar	3 days SM Non Food	1,5 days AM Non Food	1,5 days NGO Non Food
Music from portable play- back devices, max. 75 dB, CHF 50 per day (no live music)	150	75	150	75	75
Live band and/or DJ re- quire special authorization CHF 250 per day minimum	tbd	tbd	tbd	tbd	tbd
Parking permit for 1 vehic- le, CHF 20 per day	60	40	60	40	40
Parking permit for 2nd vehicle, CHF 40 per day	120	80	120	80	80
Parking permit for 3rd ve- hicle, CHF 80 per day	240	160	240	160	160
Parking permit for 4th ve- hicle, CHF 160 per day	480	320	480	320	320
Additional conditions for food stands:					
Soft Drinks	150	100			
Soft Drinks + Alcoholic Beverages	300	200			
Deposit for food stands and bars	500	500			
Rental fee for oil drum (revised regulation, please take note)	250	250			

#### **14. WARNINGS/PENALTIES**

14.1. Warnings issued by the Afro-Pfingsten market organizers will be collected immediately in cash at the stand location or, if applicable, deducted from the deposit.



14.2. All costs incurred by third parties will be charged to the responsible party—particularly restoration costs following contamination by oil or ground anchorages.

14.3. Serious or repeated violations may result in immediate eviction from the site.

14.4. Violations/Penalties

VIOLATIONS	PENALTIES CHF
Penalties for Non-Compliance with Entrance/Exit Routes and/or Times	200
Vehicle Left on Market Grounds During the Day or Overnight, Excluding Towing Costs	400
Sales / Service Outside Market Opening Hours	250
Failure to Adhere to Stand Dimensions: Violations of the marked dimensions will result in	300
exclusion from the market and a fine. If any costs arise as a result of this that are claimed by	
third parties, these costs must also be covered by the responsible party.	500
Excessive Noise / Unauthorized Music:	
Too Loud Music / Music Without Permisson	each case: 200
• Too Loud Music With Permission (Maximum allowed is 75 decibels!)	each case. 200
Music Not Turned Off After 11:00 PM	
Stand Signage / Youth Protection Regulations / Declaration Not Displayed	200
Leaving Waste Behind, Improper Disposal (excluding costs for proper disposal).	500
Failure to Implement Reusable Dish Concept	500
Minor Oil Contamination (on the ground) (excluding cleaning costs by the city, up to CHF	000
2000.00)	200
Major Oil Contamination (on the ground): CHF 2000.00 (excluding city cleaning costs)	500
Dumping Oil into Drains: Exclusion from the market and fine (excluding additional costs imposed by the City of Winterthur)!	1000
Anchoring into the Ground: Exclusion from the market and fine (excluding restoration costs imposed by the City of Winterthur)!	500
Violation of Health Department Regulations (food storage, hygiene, etc., according to the attached guidelines)	350
Violation of Economic Police Regulations concerning seating arrangements, sales in the street, and/or sale of alcoholic beverages.	200
Violation of Fire Police Regulations (gas connections, gas labeling, documentation, fire protection, fire extinguishers, etc.)	300
En cas de violation grave ou répétée des règlements de la police du feu, de la police sanitaire et de la police économique : exclusion du marché et amende !	500
Insults and offenses against the market team	500 CHF fine and immediate exclusion
Excessive loading and unloading time of the vehicle	500

You can also find all the information and factsheets on the website via the following QR code:

Information/fact sheets:

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General Terms and Conditions:



