

# Darebin Homemade Food and Wine Festival 2018

## Terms and Conditions for Stallholders

### 1. APPLICATION

- a. Applications to hire the stall shall be made by submitting the Stallholder Application Form.
- b. Acceptance of your application is not guaranteed. Selection will be made to ensure a cross-section of food and products, with preference given to local stallholders and stalls that have a clear commitment to environmental sustainability.
- c. Applications close on **Monday 12 March 2018**.
- d. Applicants will be contacted by phone or in writing of the status of their application within 2 weeks of applications closing.
- e. If your application is accepted, you will be invoiced for applicable Stallholder Fees and required to provide a copy of Certificate of Currency for Public Liability Insurance.
- f. Stallholders providing food for sale must register via StrEATtrader.
- g. Applicants must read and agree to the Terms and Conditions before submitting their Application.

### 2. USE OF STALL

- a. The Stallholder must be open for business between Midday and 4pm.
- b. The Stallholder will be able to access their site to set up between 9.00am and 11.00am ONLY.
- c. Vehicle access to the stall site is not available. Stallholders are required to use trolleys to bring their products onto the festival site.
- d. The Stallholder is to be environmentally aware when planning their stall. The Stallholder must ensure they use recyclable products where possible and ensure the correct disposal of waste in the recyclable bins.
- e. Council will not accept applications, and reserves the right to request cessation of activities/trading of, groups or individuals who provide activities or materials which are perceived as offensive or defamatory or in direct conflict with the City of Darebin, Council's environmental principles, the Festival or Festival Sponsors.
- f. The Stallholder will be responsible for ensuring the removal of the following:
  - a. all plant and equipment (excluding Council or hired property);
  - b. all food stuffs and liquid refreshments; and
  - c. all waste and product materials, including cardboard boxes.
- g. Stallholders WILL NOT be able to dismantle their stall earlier than 4pm.
- h. It is the responsibility of the Stallholder to provide and manage own float.
- i. Stallholders must liaise with the site co-ordinator regarding bump-out. It is expected that bump-out will occur from approximately 4pm however this time is provided as a guide only.
- j. Stallholders must ensure that the stall is properly staffed and maintained for the duration of the advertised operating hours of the Festival.
- k. The Council retains the right to alter the trading hours of the Festival. The Council must provide reasonable notice of any changes in trading hours to the Stallholder.
- l. The Stallholder must not share its stall with another person without obtaining prior approval from Council.
- m. The Stallholder is responsible for ensuring that it conforms to any Australian standards.

### 3. PUBLIC LIABILITY INSURANCE

- a. Once confirmed, The Stallholder must provide public liability insurance policy in the amount of \$10 million (or any other such amount as is required by the Council) in respect of any one single event and certificate of currency of insurance.

### 4. ELECTRICAL REQUIREMENTS

- a. Please provide detail of power requirements of any appliances a stallholder wishes to use in application.
- b. Stallholders must provide their own electrical cords and leads.
- c. All leads and appliances must show current tested and tagged date.

### 5. SAFE USE OF LPG GAS AT PUBLIC EVENTS

- a. Please include detail if your stall requires the use of LPGas in application. Successful stallholders will be issued the Code of Practice for the Safe Use of LPGas at Public Events and are will be required to complete a Safety Checklist once the stall has been set up.

#### **6. BALLOON POLICY**

- a. The use and distribution of balloons at the Festival is prohibited. All stallholders who bring balloons onto the festival site will be required to remove them.

#### **7. SINGLE-USE PLASTICS POLICY**

- a. Darebin City Council is committed to eliminating single-use plastic items at Council-run festivals and events, including markets and organised sports and recreational events, conducted on Council land, in council buildings, or on roads managed by Council. Single-use plastic items targeted for elimination include (but are not limited to): plastic bags, cups, coffee cups, plates/bowls, cutlery, straws, food boxes and take away containers, cling wrap, bottled water/soft drinks and balloons. All stallholders who bring these items onto site will be required to remove them.

#### **8. TERMINATION**

- a. The Council may terminate the licence of the Stall at any time if the Stallholder:
  - has not paid the Fee by Tuesday 3 April, 5pm
  - has not provided evidence of Public Liability by Tuesday 3 April, 5pm
  - breaches any of the Stallholder's obligations specified in these Terms and Conditions.
- b. Stallholders forfeit any monies paid by the Stallholder under these Conditions.

#### **9. RELEASE AND INDEMNITY**

- a. The Stallholder hires the site at the Stallholder's own risk and releases the Council to the extent permitted by law, against all liability and loss in connection with the stall and Equipment, including where the Council terminates the hiring of the stall for any reason whatsoever. The Stallholder expressly indemnifies the Council against all loss and liability in connection with the Stallholder's hiring of the stall including any damage caused to the stall or any loss, injury or death to any person in or about the stall, except to the extent to which the Council is negligent.
- b. Where a person signs the Application Form on behalf of the Stallholder, the person signing the Application Form warrants that they are authorised to sign the Application Form on behalf of the Stallholder; and guarantees that the Stallholder will strictly observe and perform its obligations in these conditions and will pay to the Council on demand any money for any loss suffered by the Council due to a breach of these conditions by the Stallholder.

#### **10. CANCELLATION**

- a. The Stallholder forfeits any monies paid in the instance of cancellation by the Stallholder within ONE week or 168 hours prior to the event start time.

#### **11. PRIVACY**

- a. The collection and handling of personal information is in accordance with Council's Privacy Policy which is displayed on Council's website and available for inspection at, or collection from, Council's Customer Service Centres.