

## STALLHOLDER TERMS AND CONDITIONS



These are the terms and conditions of the Fraser Coast Regional Council ("Council") which apply to the occupation of sites in the event precinct by approved stallholders, community groups and entertainers at Council operated events.

### DEFINITIONS

**Event** means an event operated by Council.

**Event Coordinator** means a person or persons appointed by Council responsible for the overall operation of the event.

**Event Precinct** means the area specified on the event site plan specific to the Event.

**Site** means an area of land within the Event Precinct allocated by the Event Coordinator to a Stallholder to sell their goods or services during the Event.

**Stallholder** means a person or persons to whom a Site is issued by the Event Coordinator.

**Stallholder Site Application Form** As per attachment A

**Not for Profit Community Organisation Stallholder Registration Form** As per attachment B

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### 1. Application, Variation and Amendment of the Terms and Conditions

- 1.1 By accepting allocation of a Site and/or by continuing to occupy a Site, the Stallholder agrees to abide by these terms and conditions.

### 2. Stallholder Application Process

- 2.1 Any person who wishes to be considered for a Site at the Event must first complete a Stallholder Site Application Form, together with all supporting material relevant to the application.
- 2.2 Applications must be received no later than the date indicated on the Stallholder Site Application Form. No late applications will be considered.
- 2.3 The application process does not guarantee a site allocation or an involvement or partnership with the Event or with Council.
- 2.4 Once applications have closed, a selection process will take place to ensure that all applications are considered under the criteria laid down in clauses 3 – 8 of these Terms and Conditions.
- 2.5 Site allocation is confirmed in writing at least 3 weeks prior to the Event. It is the responsibility of all Stallholders to confirm their attendance with the Event Coordinator by returning a copy of the signed terms and conditions together with payment of site fees by the date specified prior to the Event or no Site will be retained for them.
- 2.6 Successful applicants may be placed on a waiting list to receive Site allocation. There is no guarantee of immediate placement.
- 2.7 Unsuccessful applications cannot be resubmitted and no correspondence will be entered into regarding the application. If the unsuccessful applicant wishes to reapply, a new application may be accepted on the grounds that it better addresses the criteria as specified in clauses 3 - 8 of these Terms and Conditions.
- 2.8 Whilst every effort is made to confirm site numbers and locations to Stallholders prior to the Event, the Event Coordinator reserves the right to re-allocate Sites as necessary.

### **3. Stallholder Selection and Site Allocation Process**

- 3.1 Preference in the site selection and the allocation of Sites will be given in the following way:
- i) Preference to regional vendors, community groups, non-profit organisations and schools – to support our community. Preference will be given to applications that can show direct economic benefit to the Fraser Coast. I.e. Use of staff who reside within the Fraser Coast; your business/group is located within the Fraser Coast; the equipment you will utilise comes from a vendor within the Fraser Coast, etc.
  - ii) Appropriateness of vendors to the event or areas allocated for themes. *Eg1: Some events may only require food stalls. Eg2: Preference given to stalls relevant event theme and target audience.*
  - iii) Council cannot guarantee product/service exclusivity to any Stallholder, but will endeavor to provide a variety and range of vendors to suit the demographic of the individuals who attend the Event.
  - iv) The number of stall sites may be limited according to the specific requirements of each event and the restrictions of the event location and site design.
  - v) Sites will not be offered to stallholders who have an outstanding payment or unresolved issue regarding previous Council Events.

### **4. Products and Services**

- 4.1 All allocated Stallholders must provide a complete listing of products and/or services for sale as a part of the application process.
- 4.2 To maintain the integrity of the Event, only the products which have been approved by the Event Coordinator may be sold. Any intention to vary this must be pre-approved by the Event Coordinator prior to goods being sold at the Event. Any product not listed or approved by the Event Coordinator may be required to be removed and a site reallocation may be necessary.
- 4.2 Except in the case of antiques and collectables all items must be new. No second hand goods may be sold in the Event Precinct.
- 4.3 The dissemination of political or religious material or ideas is not permitted in the Event Precinct.
- 4.4 False or misleading claims regarding products could result in exclusion from the Event.
- 4.5 Animals or livestock being used for entertainment or promotional purposes in the Event Precinct must be kept under conditions compliant with RSPCA legislation. All litter and waste shall be removed immediately. All required safety equipment must be used in the handling of such animals. It is the responsibility of the Stallholder to obtain any licences or registrations necessary - refer to clause 16 of these Terms and Conditions.
- 4.6 Under no circumstances is any illegal material such as copied DVDs, games or any product breaching copyright laws to be sold at the Event. If caught, consequences may include substantial monetary fines and imprisonment. Any Stallholder found to have these products for sale will be required to remove them from their Site. Failure to comply with such requests will result in exclusion from the Event Precinct.
- 4.7 Stallholders are not permitted to sell any of the following banned items: Weapons of any kind (such as toy guns or swords), clothing or products with explicit or illicit material and cigarettes.
- 4.8 The Event Coordinator may order the removal of any item from a stall that does not comply with the requirements outlined in clauses 4.1 – 4.7 above.

### **5. Food Vendors**

- 5.1 All food vendor sites must comply with health regulations issued by Council prior to commencement of trade in the Event Precinct. It is the responsibility of the Stallholder to inform themselves of the requirements by contacting Council's Health, Regulation and Compliance Officer on (07) 4197 4245.

- 5.2 A current copy of the Stallholder's Food Hygiene Licence and Registration must be presented to the Event Coordinator prior to approval of a site and will be kept on file. An additional copy must be available to be presented to the Event Coordinator at the Event upon request.
- 5.3 To comply with the Fire and Rescue Service Act 1990 and the Building Fire Safety Regulation 1991, all hot food vendors must have at least 20B(E) Dry Chemical Powder (or equivalent) fire extinguisher on site.

## **6. Entertainment**

- 6.1 All entertainers including buskers must be booked and allocated a Site by the Event Coordinator prior to the Event.
- 6.2 The Event Coordinator must approve any amplified sound system before being used in the Event Precinct. All electrical equipment must be tagged and tested as per clause 19.
- 6.3 The Event Coordinator will monitor volume level throughout the day and any direction to adjust the level must be followed immediately.

## **7. Charities and Community Organisations**

- 7.1 Charities and Not-For-Profit Community Organisations may register to utilise the Council Events for their promotional or fund raising activities by completing an annual Not-For-Profit Community Organisation Stallholder Registration Form.
- 7.2 Registrations must include charitable registration letter of authority and details of the proposed activity/fundraiser to be carried out. A copy of the public liability policy covering the Charity or Organisation and its representatives must also be supplied upon application.
- 7.3 Sites allocated to Charities and Community Organisations will not exceed 20% of the total number of Stallholders.

## **8. Public Risk Insurance**

- 8.1 All Stallholders, food vendors, entertainment providers and persons conducting charity, fundraising or promotional activities within the Event Precinct must provide proof of a Public Liability Insurance Policy for an amount of not less than \$10,000,000 and will note the interests of the Fraser Coast Regional Council whilst conducting their activities on land controlled by or the responsibility of the Fraser Coast Regional Council. Evidence is to be provided in the form of a Certificate of Currency or Schedule of Insurance and this may be reviewed by Council's appointed insurance broker regarding the adequacy of such insurance. A copy must be accompany the stallholder application and will be kept on file.
- 8.2 Evidence of this insurance must also be available upon request by the Event Coordinator or Council Officer on-site at the Event should the need arise.

## **9. Site Fees**

- 9.1 A site fee schedule is available from the Event Coordinator upon application for a stall site.
- 9.2 Regional charities and not-for-profit community organisations; cottage-industries, home-based craft artists and/or hobbyists who reside within the Fraser Coast will be eligible for a 50% discount on Event site fees.
- 9.3 Fees are to be pre-paid to the Fraser Coast Regional Council upon confirmation of stallholder site by the specified due date.
- 9.4 Site fees may be paid by cheque made out to "Fraser Coast Regional Council" and posted to PO Box 1943, Hervey Bay 4555. Cash and credit card payments are to be processed at Council's Customer Service Centres at either 431-433 Kent Street Maryborough or 77 Tavistock Street Hervey Bay.
- 9.5 Receipts will be given for each payment.
- 9.6 Refund of site fees will occur in the following circumstances –

- 9.6.1 where more than 14 days notice has been provided to the Event Coordinator of the stallholders' inability to attend a refund of 75% of the site fees (less a 25% administration fee) will be applied;
- 9.6.2 where more than 7 days notice has been provided to the Event Coordinator of the stallholders' inability to attend a refund of 50% of the site fees (less a 50% administration fee) will be applied;
- 9.6.3 in accordance with clause 10.2 a refund of 75% of the site fees (less a 25% administration fee) will be applied;
- 9.6.4 in accordance with clause 10.1 no refund of site fees will apply.

## **10. Attendance**

- 10.1 Sites must be occupied by the time nominated on the Stallholder Site Confirmation Letter or they may be reallocated at the Event Coordinators discretion.
- 10.2 Stallholders who are unable to attend due to genuine last minute emergency/illness must contact the Event Coordinator as soon as possible on the contact number provided.

## **11. Wet Weather Arrangements**

- 11.1 Wet or windy weather and or the lack of wet weather protection is not considered sufficient grounds for non-attendance.
- 11.2 In the case of mild inclement weather, the Event shall proceed in most instances and Stallholders are expected to present themselves on the day and bring their own wet weather equipment for their Site area and products.
- 11.2 In the instance of harsher inclement weather, the following procedure will be followed:
  - i) The Event Coordinator, together with Council staff will monitor the situation.
  - ii) A decision will be made at or before 4 hours prior to commencement of the Event as to whether the Event will be cancelled or continued.
  - iii) Further assessments will be made throughout the day as necessary.
  - iv) If the Event is cancelled by Council, stallholders will have their site fee refunded less a 25% administration fee.

## **12. Site Set Up**

- 12.1 No Stallholder shall set up their Site prior to times nominated on their Stallholder Site Confirmation Letter. Site set up earlier to this time may result in exclusion from the Event precinct.
- 12.2 Stallholder Vehicles must be parked alongside the space allotted to the Stallholder's Site number.
- 12.3 Goods and Site structures must be unpacked onto the site and vehicle taken out of the Event Precinct *prior* to setting up a Site.
- 12.4 No vehicle will be allowed to remain in the Event Precinct after the time specified on the Stallholder Site Confirmation Letter, unless permission is given by the Event Coordinator.
- 12.5 Vehicles must observe all traffic rules and signals when entering and leaving the Event Precinct. Low speed must be observed at all times while in the Event Precinct.

## **13. Stall Packup**

- 13.1 Goods and Site structures must be unpacked onto the Site *prior to* vehicle being brought back into the Event Precinct.
- 13.2 Vehicle access to vacate the Event Precinct shall be no earlier than the time specified on the Stallholder Site Confirmation Letter.
- 13.3 All Stallholders must vacate the Event Precinct by the time specified on the Stallholder Site Confirmation Letter.

- 13.4 Stallholders must remove rubbish and litter created by their trading activity at the completion of the Event.

#### **14. No Smoking Area**

- 14.1 The Event Precinct is designated a no smoking zone and smoking is prohibited within the Event Precinct including within stallholder marquees at all times.
- 14.2 Smoking break-out areas will be planned and indicated on the event site maps.

#### **15. Parking for Stallholders**

- 15.1 No vehicles or trailers are to remain within the Event Precinct after Site Set-up time unless previously approved by the Event Coordinator. Stallholders will be notified details of relevant parking accommodation in their Stallholder Site Confirmation Letter.

#### **16. Presentation**

- 16.1 All Stallholders must present themselves and their Site in an appropriate manner. Stallholders are to be dressed in clean, presentable clothing and footwear. Enclosed shoes are recommended for Health and Safety reasons.
- 16.2 Stallholders are required to provide everything needed for setup. Shade cover is highly recommended and stalls with marquees or market umbrellas are preferred. Such things as table cloths or coverings to the ground, signs with trading name, price boards and display baskets, boxes or trays are encouraged to improve the reputation and image of the stall and the Event.
- 16.3 Stallholders must keep their stall area clean and tidy.
- 16.4 Walkways and public areas are to be kept clear at all times. Sites must stay within site boundaries unless authorised in writing by the Event Coordinator.

#### **17. Licenses, Registrations and Standards**

- 17.1 Stallholders are responsible for obtaining all necessary licenses, registrations and permits required for the sale of their goods, produce or services and display them at the Event as required. Registration and License certificates must be available for inspection by the Event Coordinator at all times.
- 17.2 All products offered for sale at the Event must comply with Local, State and Federal Standards governing weight, packaging, display and labelling. Inspectors visit the Event Precinct regularly.

#### **18. Workplace Health and Safety**

- 18.1 All Stallholders must be aware of their obligation of care and comply with all Workplace Health and Safety requirements affecting their operations.
- 18.2 All Stallholders should consider adequate wind and weather protection devises including sand bags or weights to ensure stall structures remain safe in windy weather.
- 18.3 Marquees with ropes and steel pegs are considered a safety hazard and may not be permitted.

#### **19. Electrical Connections and Outlets**

- 19.1 All electrical equipment and leads used during the Event must be tested and display a current inspection tag as per Workplace Health and Safety legislation.
- 19.2 Any electrical fitting, lead or connection which is suspect in any way or that is not tested and tagged shall immediately be disconnected from the source of electricity supply and shall not be used until repaired or serviced and tested by a licensed electrician.
- 19.3 All power boards must have safety cut-out switches. All leads to power boxes must be covered.
- 19.4 An electrician will attend the Event Precinct to inspect leads and equipment. Stalls not complying will be asked to leave or to continue trading without access to power for that equipment.

- 19.5 Testing and tagging can be done by Council's on-site electrician at the Event Coordinator's discretion but must be paid for on the day by the Stallholder. Stallholders who chose not to have their untested/untagged equipment tested and tagged will not have access to power for that equipment.

## **20. Code of Conduct**

- 20.1 All instructions and requests made by the Event Coordinator, Security Staff and Traffic Controllers to Stallholders during the Event must be complied with.
- 20.2 Within the Event Precinct no Stallholder shall behave in a manner, or use language that is foul, threatening or abusive towards any other person. Offensive behaviour will result in the offender being required to leave the Event Precinct immediately.

## **21. Disputes and Complaints**

- 21.1 All disputes and complaints must be presented in writing and directed to the Event Coordinator for resolution. No verbal disputes or complaints will be entered into on the day of the Event.

## **22. Penalties and Breaches**

- 22.1 Any breach of these terms and conditions by any Stallholder may result in the Event Coordinator instructing the Stallholder to leave the Event Precinct immediately.