



Terms and Conditions

By submitting an application for any Council event, all stallholders, exhibitors and food and/or beverage vendors ('exhibitors') agree to be bound by these terms and conditions.

These terms and conditions should be read in conjunction with the relevant event information guide that sets out times and deadlines specific to an event and any other information for the event made available on Council's website.

Applications submitted outside of the event application period will not be considered.

Submission of an application does not guarantee a site allocation at the event.

Successful exhibitors will be notified within the specified time period for the event following the close of the event application period.

1. Hours of operation

- 1.1. The exhibitor must 'bump in' and 'bump out' in accordance with the specified times for the event (and any subsequent changes notified by Council).
- 1.2. The exhibitor must be present at its allocated site and ensure that its stall is operational for the duration of the event and must not leave or dismantle its stall prior to the 'bump out' time.
- 1.3. The exhibitor acknowledges and agrees that vehicles (other than those with prior approval from Council) are permitted on the event site during 'bump in' and 'bump out' times only.

2. Sites

- 2.1. The exhibitor must provide all equipment beyond that specified in its allocated site package, that it requires to operate its site. Any additional power required by the exhibitor must be provided at its own cost.
- 2.2. The exhibitor must not use pegs to secure freestanding items at its site and is permitted to use adequate weights only to secure freestanding items.

- 2.3. The exhibitor must ensure that all electrical equipment used at its site is tested and tagged prior to the event. Equipment which has not been tested and tagged must not be used at the event. Any testing and tagging service available at the event will be at the exhibitor's cost.
- 2.4. The exhibitor must ensure that a person or persons under the age of 18 are not left solely responsible for the site.
- 2.5. The exhibitor must keep its site clean, tidy, free from rubbish and other hazards, and well presented at all times for the duration of the event.
- 2.6. The exhibitor must behave courteously towards members of the public and other exhibitors participating in the event.

3. Site allocations

- 3.1. The exhibitor must comply with the site layout for the event and its site allocation (and any subsequent changes notified by Council). Council will notify exhibitors of the site layout and its site allocation prior to the event date.
- 3.2. The exhibitor must ensure that it does not exceed the boundaries of its allocated site.

4. Signage and promotion

- 4.1. The exhibitor must display all signage provided by Council.
- 4.2. The exhibitor must ensure that any additional signage it displays is approved by Council and is not placed more than one metre away from its site.
- 4.3. The exhibitor must not use any microphone, sound amplification or musical instrument at its site without the prior written consent of Council.

5. Sales

- 5.1. The exhibitor must advise Council of any changes made to the product items, menu items or price list submitted with its application. Council reserves the right to request that additional products and/or menu items not submitted with an exhibitor's application be removed from sale.
- 5.2. The exhibitor must not display, sell or distribute:
 - (a) second-hand, illegal or counterfeit goods;
 - (b) religious or political material; or
 - (c) inappropriate material containing obscene pictures or offensive language.
- 5.3. The exhibitor must not conduct any lotteries, raffles or competitions without obtaining Council's prior written consent.

6. Food and drink

6.1. Where the exhibitor is a food and/or beverage vendor, the exhibitor must:

- (a) clearly identify on its menu the items that cater to dietary requirements;
- (b) register with Streatrader (streatrader.health.vic.gov.au) at least four weeks prior to the event date and lodge a Statement of Trade with Council at least 14 days prior to the event date; and
- (c) ensure that its site is equipped with:
 - (i) hand washing facilities with warm water, liquid soap and paper towels;
 - (ii) chemical sanitiser for cleaning all food contact surfaces, including equipment and utensils;
 - (iii) adequate storage for all food products, including hot and cold storage as required, to prevent contamination; and
 - (iv) digital probe thermometer for any cooked food or food stored under temperature control.

6.2. Exhibitors who have not registered with Streatrader and provided a Statement of Trade will not be permitted to operate at the event.

7. Health and safety

- 7.1. The exhibitor must comply with all laws, rules and regulations applicable to the exhibitor and the event.
- 7.2. For any activities involving hot works, electrical equipment or for any activities deemed to be a fire risk, the exhibitor must ensure that its site is equipped with a fire extinguisher.
- 7.3. The exhibitor must notify Council staff of any incident, accident, injury or damage that occurs at its site, as soon as reasonably possible in the circumstances.
- 7.4. The exhibitor must follow all reasonable directions of Council staff in connection with the event.

8. Rubbish disposal

- 8.1. The exhibitor must use compostable or recyclable items and restrict the use of packaging to minimise waste disposal.

8.2. The exhibitor must dispose of all rubbish at its site and must not use the public use bins located throughout the event site.

8.3. The exhibitor must endeavour to conserve electricity and water usage at its site.

8.4. The exhibitor must clear its site by the end of 'bump out' and restore it to its original condition.

9. Photography

9.1. The exhibitor must not photograph, film or otherwise record the event site or its stall without obtaining Council's prior written consent, such consent not to be unreasonably withheld.

9.2. The exhibitor (including its staff, volunteers and contractors) consents to being photographed, filmed or otherwise recorded during the event and consents to Council's use or publication of photographs and/or recordings in any format whatsoever, acting in its sole discretion.

10. Not for Profit Exhibitors

Where the exhibitor has applied for a 'Not for Profit Exhibitor' site, the exhibitor must provide satisfactory proof to Council of its 'not for profit' status.

11. Insurance

11.1. The exhibitor must hold and maintain product and public liability insurance in a minimum sum of \$20 million per single event and must submit a copy of its certificate/s of currency with its application.

11.2. The exhibitor acknowledges and agrees that it is responsible for insuring its own property and equipment and is responsible for maintaining appropriate insurances for its staff, volunteers and contractors.

12. Damage

The exhibitor is responsible for any damage to or theft of property resulting from or related to the use of its site and the event site. The exhibitor must pay for any consequential repairs or reinstatement required to be undertaken by Council and/or the owner of the event site.

13. Product Representations

Council accepts no liability for any representations made by the exhibitor in relation to its products.

14. Indemnity

The exhibitor agrees to indemnify and keep indemnified and hold harmless, Council, its Councillors, staff and contractors and each of them ('Council') against any action, claim, demand, cost (including legal costs) or other liability ('claim') made against or incurred by Council in respect of any accident, damage, injury or loss ('loss') arising from the exhibitor's participation in the event (including any claim arising pursuant to clause 17.7

of these terms and conditions) and the exhibitor's compliance or purported compliance with these terms and conditions, provided that the exhibitor will not be required to indemnify Council against any such claim to the extent that any loss is caused by the negligent act or omission of Council.

15. No Relationship

Nothing in these terms and conditions or in the conduct of Council and the exhibitor will create a relationship of agency, partnership, employer and employee or joint venture between the exhibitor and Council.

16. No Representation

Council makes no representation as to the minimum level of sales, profitability or number of attendees at the event.

17. Payment and Cancellation

17.1. The exhibitor must trade at the event regardless of the weather conditions unless Council deems it unsafe to do so and notifies the exhibitor accordingly.

17.2. Following notification that its application for the event has been successful, the exhibitor must pay the applicable site fee within the time period specified for the event. Failure to do so may result in cancellation of the allocated site.

17.3. Subject to clause 17.6, if the exhibitor gives more than 28 days' notice of its withdrawal from the event, the applicable site fee will be refunded to the exhibitor.

17.4. Subject to clause 17.6, if the exhibitor gives between 14 and 28 days' notice of its withdrawal from the event, 50 per cent of the applicable site fee will be refunded to the exhibitor.

17.5. If the exhibitor gives less than 14 days' notice of its withdrawal from the event, the exhibitor forfeits its entire applicable site fee.

17.6. If Council has incurred any actual event costs prior to the exhibitor's withdrawal from the event, the exhibitor acknowledges and agrees that these costs will be deducted from the amount of the applicable site fee to be refunded to the exhibitor.

17.7. If Council cancels or postpones the event or otherwise amends the event date and/or time prior to the event date, Council accepts no liability for any costs incurred by the exhibitor in anticipation of the event. Where the event is cancelled prior to the event date, any applicable site fee paid by the exhibitor will be refunded.

18. Breach

If Council becomes aware of a breach of any of these terms and conditions which, in the reasonable opinion of Council, is not capable of remedy, the exhibitor's site allocation will be cancelled and the exhibitor will not be permitted to operate, or continue to operate, at the event.

Privacy Collection Statement

Your personal information is being collected by Council for the purpose of coordinating a Council event. Your information will be stored in Council's Customer Database and used to identify you when communicating with Council and for the delivery of services and information. Your information will be disclosed to our event and media partners, such as Star Weekly and ID Collective (PR). For further information on how your personal information is handled, visit Council's Privacy Policy at <https://www.wyndham.vic.gov.au/privacy-policy>.