

## FUSE DESIGN MARKET: AUTUMN 2020

### Terms & Conditions for Stallholders and Food Vendors

#### 1. APPLICATION

- a. Applications to hire the Stall shall be made by submitting the Stallholder Application Form.
- b. This is a competitive application process and acceptance of your application is not guaranteed. Stallholders and Food Vendors are curated by the City of Darebin, which reserves the right to final selection at its absolute discretion.
- c. Stallholder Applications close on **Thursday 20 February 2020, 4pm**.
- d. Applicants will be notified 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 all applicable Fees. All Fees must be paid in full by **Tuesday 10 March**.
- f. Successful Applicants must read and agree to the Terms & Conditions before confirming their Application.

#### 2. STALLHOLDER SELECTION CRITERIA

- a. Selection will be made to ensure a diverse cross-section of services and products is included at the event.
- b. The criteria that Council will use to select Stallholders will be:
  1. Alignment with the Council Goals and Values as outlined in the [Council Plan](#) (20%)
  2. Suitability for the Festival's theme, aims and objectives (20%)
  3. Strong preference for local Stallholders, particularly those from our priority communities (20%)
  4. Clear commitment to environmental sustainability, especially alignment with Council's [Single-Use Plastic Free Events Policy](#) (20%)
  5. Strong presentation and appealing visual aesthetic (20%)
- c. Selection of Stalls is the final decision of Council and no further correspondence or negotiations will be entered into with unsuccessful applicants.
- d. Council reserves the right to amend the selection criteria in this clause at any time without notice.

#### 4. USE OF STALL

- a. The Stallholder must be open for business between 12noon and 9pm. The Stallholder must provide staff for these hours.
- b. The Stallholder will be able to access their Site to set up between 10am and 11.30am on 28 March 2020 ONLY.
- c. The venue site does not allow for direct vehicle access to stall. Closest vehicle drop off point is approximately 40 metres. Stallholders are required to use trolleys to bring 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 wherever possible and ensure the correct disposal of waste in appropriate bins on-site.
- e. Council will not accept Applications from, and reserves the right to request cessation of activities/trading of, groups or individuals who:
  1. provide activities or materials which are perceived as offensive or defamatory;
  2. have breached Local Laws and Council Policies; or
  3. are, or have previously been determined to be, in direct conflict with Council's Code of Conduct, Council's environmental principles, Festival Sponsors or community groups who attend the Festival.
- f. The Stallholder will be responsible for ensuring the removal of the following at the conclusion of the Festival, or earlier termination of their occupation of a Stall under clause 10:
  1. all plant and equipment (excluding Council or hired property);
  2. all food stuffs and liquid refreshments; and
  3. all waste and product materials, including cardboard boxes.
- g. Council cannot guarantee the availability of Sites allocated to Stallholders in previous years.
- h. Stallholders must contain their interaction/activity to the immediate area of their Stall. If you require additional space outside of your marquee you must request this in your application.
- i. Stallholders WILL NOT be able to dismantle their Stall earlier than 9pm, even if all activities have ceased, or all products are sold or distributed.



- j. Pack down will only commence once the Site Manager has deemed it safe to do so. It is expected that this will occur from approximately 9.30pm. This time is provided as a guide only and remains at the sole discretion of the Site Manager.
- k. Stallholders must ensure that the Stall is properly staffed and maintained for the duration of the advertised operating hours of the Festival.
- l. Council retains the right to alter the trading hours of the Festival. Council must provide reasonable notice of any changes in trading hours to the Stallholder.
- m. The Stallholder is responsible for ensuring that it conforms to any applicable Australian Standards.
- n. Stallholders will be provided with 1x trestle table and 2 x chairs each.

#### **5. PUBLIC LIABILITY INSURANCE**

- a. The Stallholder must take out a public liability insurance policy in the amount of \$20 million (or any other such amount as is required by Council) in respect of any one single event. A Certificate of Currency of Insurance must be provided to Council with the Stallholder Application Form.

#### **6. ELECTRICAL REQUIREMENTS**

- a. Stallholders using more electrical devices than outlined on the Stallholder Application Form will be required to unplug and cease use of the additional appliances.
- b. Stallholders must provide their own electrical cords and leads.
- c. All electrical devices and leads must be tested and tagged. If electrical devices are not tested and tagged, trading will be suspended until they are tested and tagged by a qualified electrician approved by Council, who will be in attendance at the Festival. A free testing and tagging session will be provided by council in the week of event.

#### **7. SAFE USE OF LPG GAS AT PUBLIC EVENTS**

- a. Stallholders using liquified petroleum gas (LPG) should have read and understood the Code of Practice for the Safe Use of LPG at Public Events in Victoria (Code) and are required to complete the Safety Checklist at Appendix A of the Code and have it with 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 and Food Vendors who bring these items onto site will be required to remove them.

#### **7. STREATRADER**

- a. Successful Food Vendor applicants will be required to submit a statement of intention to trade at the Event via <https://streatrader.health.vic.gov.au/>

#### **8. TERMINATION**

- a. Council may terminate the licence of the Stallholder and disallow entry to the Festival Site at any time if the Stallholder:
  - 1. has not paid the Fee by Tuesday 10 March;
  - 2. has not provided evidence of Public Liability upon application;
  - 3. is found to be in breach of Council Policies;
  - 4. is found to be in direct conflict with the Council's Code of Conduct; or
  - 5. is found to have breached any of the Stallholder's obligations specified in these Terms & Conditions.
- b. Stallholders forfeit any Fees or monies paid by the Stallholder to Council under these Terms & Conditions.



**11. RELEASE AND INDEMNITY**

- c. The Stallholder hires the Stall and/or Site at the Stallholder’s own risk and must indemnify, keep indemnified and hold harmless Council, and its Councillors, staff and contractors, from and against all liability for any injury, loss or damage and all actions, claims, losses, damage, penalties, demands or costs consequent upon, occasioned by, arising from or connected with the Stallholder's use of the Stall and Site and its performance or purported performance of its obligations under these Terms & Conditions. The Contractor’s obligation to indemnify and hold harmless under this clause 11 will not apply to the extent that the liability, action, claim, loss, damage, penalty, demand or cost is caused by any negligence or act of default of Council, a Councillor, a member of Council staff or a Council contractor.
- a. 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 Council on demand any money for any loss suffered by Council due to a breach of these Terms & Conditions by the Stallholder.

**12. CANCELLATION**

- a. The Stallholder forfeits any monies paid to Council where the Stallholder cancels its Stall after Tuesday 10 March.

**13. FORCE MAJEURE**

- a. In the event that any or all of the event is rendered impossible by reason of flood, earthquake, war or civil strife, act of terrorism, hurricane, industrial disputes, strike, fire, lock-out, epidemic, failure or delays of scheduled transportation facilities, illness or death or other acts of God or any law order decree rule or regulation of any governmental authority or for any other reason whether of a similar or dissimilar nature beyond the control of the parties neither party hereto shall have any claim (in contract or otherwise) against the other for any damage which may have been suffered by reason thereof.

**14. PRIVACY**

- a. Any personal information collected by Council from the Stallholder Application Form will be handled in accordance with the *Privacy and Data Protection Act 2014* and Council’s Privacy Policy, which is displayed on Council’s website and available for inspection at, or collection from, Council’s Customer Service Centres.

**14. DEFINITIONS**

In these Terms & Conditions:

Council Policies	means: <ul style="list-style-type: none"> <li>• Council’s Local Laws;</li> <li>• Recreational Trades in Open Spaces Policy;</li> <li>• Land Activities Policy;</li> <li>• Council’s Health Department regulations;</li> <li>• Code of Conduct;</li> <li>• Council’s environmental principles; and</li> <li>• such other of Council’s policies and procedures as are relevant to the conduct of the Festival and the occupation and operation of Stalls</li> </ul>
Event	means the Fuse Design Market to be held on Saturday 28 March 2020
Stall	means the stall that is to be provided by and hired from Council for use at a Site at the Event
Stallholder	means a business, organisation or individual approved by Council to occupy and operate a Stall at the Event
Stallholder Application Form	means the template application form prepared by Council for the purposes of applying to operate a Stall at the Event
Single-Use Plastic Item	means any disposable plastic products used only once or for a short period of time, including but not limited to plastic bags, bowls, plates, cutlery, take away containers, bottled water, cling wrap, straws and balloons and other similar items, and includes disposable paper (coffee) cups with plastic linings and/or lids



**DAREBIN** 13.03 ▶ 29.03.2020

Site	means the area of land at the Event that has been designated by Council as the location for a Stall
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