

**SOUTH BURNETT WINE & FOOD IN THE PARK 2018
STALL HOLDER TERMS & CONDITIONS**

1 PAYMENT

The Stall Holder shall forward copies of insurance, food licences with application form and pay site fees when application is accepted. Full payment of site fees must be paid by Direct Credit or Cheque by advised date. The Event Organiser reserves the right to refuse the booking and access to the site should payment not be made.

2. CHANGES TO THE FESTIVAL

The Stall Holder acknowledges that from the date of booking to the event, circumstances may arise which make it necessary for the Event Organiser to effect changes to the festival. In the event of any such action, the Organiser shall have no liability for any amounts or expenses incurred by the Stall Holder and the Stall Holder shall take no action against the Organiser for damages as a result of any change.

3 FESTIVAL HOURS

2018 festival hours are start time 12 Noon, Wine Stall Holders finish time 7.30pm, Food Stalls & Beer Tent finish time is 8.00pm and Music finish time 8.00 pm. All sites must be operational for the entire duration of the festival. The Organiser shall determine and may amend operating hours and set up times if deemed necessary.

4 DISPLAYS SUBJECT TO THE APPROVAL OF THE EVENT ORGANISER

All sites and displays are subject to the approval of the Event Organiser. Displays, promotions and demonstrations are to be in keeping with the character, atmosphere and creative design of the Festival and the Organiser reserves the right to reject any display or demonstration deemed unsuitable. Liquor promotion must comply with RSA principles. The Event Organisers are permitted to take photographs of the Festival and reproduce these for future promotional purposes without prior permission.

5 CLEANING

The Stall Holder shall be responsible to ensure cleanliness and tidiness of their site, any fats & oils are not to be left on site & spills must be cleaned up. The Stall Holder shall be responsible for removing all rubbish from their site and leaving it as found.

6 ENTRY FOR STAFF

Food & Wine Stalls will be given wristbands for entry in and out of festival.

7 POWER SUPPLY & EQUIPMENT

All electrical equipment, including new equipment, must have current test tags attached (including extension leads). Failure will result in non-compliant equipment being banned from use at the event unless the Stall Holder employs a licensed electrician to carry out test & tagging at the Stall Holder's cost prior to the start of the event. The Event Organiser will supply 2 x 10amp outlets to each Stall Holder; any additional outlets must be requested on the Application Form and will incur an additional charge: Extra outlets will cost \$30.00 each. No generators are permitted.

8 STATUTORY REQUIREMENTS

The Stall Holder shall comply with all rules, regulations and directions issued or given by the Event Organiser, or any government authority, local council representative, Police, Fire Department or representative of a Public Health Authority and Liquor Administration. Failure to do so may result in ejection from the Event.

9 INSURANCE & INDEMNITY

The Event Organiser shall not be under any responsibility or liability whatsoever for damages to stands or displays by loss, damage, vandalism, theft, fire, flood, water, storms, wind, riots, or acts of terror. The Stall Holder shall take out Public Liability Insurance for an amount not less than \$10,000,000 for the duration of the Festival and bumping in and out periods. A copy of Certificate of Currency must be returned with application form.

10 FOOD STALLS REQUIREMENTS

All food & beverage operators will need to have a Temporary Food Licence acceptable to the SB Regional Council and supply all equipment such as tent, tables plus operating equipment required for their site. A copy of the Food Licence and Public Liability Certificate of Currency (\$10,000,000) must be returned with application form. It remains the Stall Holder's responsibility to determine their permit obligations with the SB Regional Council. The Event Organiser accepts no responsibility for any noncompliance issues or fines. Sites are 3M x 3M with 2 x 10 amp outlets supplied; extra frontage will cost \$50.00 per metre. For extra power outlets see Note7. The Event Organiser will allocate sites to all Stall Holders'

11 WINE STALL REQUIREMENTS

Liquor operators will require an appropriate licence/permit from the liquor licencing authority that covers the circumstances and supply all equipment such as tent, tables plus operating equipment required for their site. Any variation between operating times (12 noon to 7.30pm) on such liquor permits or licences will defer to the times on the site liquor licence or as negotiated with the Event Organiser. Licences/Permits must be displayed at each stall on the day. A copy of Public Liability Certificate of Currency (\$10,000,000) must be returned with application form.

12 PRIVACY ACT

The Stall Holder authorises the Event Organiser to use the information provided via their application in such a manner as the Event Organiser deems appropriate.

13 SIGNAGE

The display of advertising signs of any description is restricted to the area occupied by the Stall Holder. No selling or distribution of printed or other matter will be permitted outside the allocated Stall Holder site. The Event Organiser reserves the right to remove any signage that is unsuitable, outside the Stall Holders' allocated area, or that may conflict with existing sponsorship obligations.

14 CANCELLATION

If the Stall Holder chooses to cancel the agreement for any reason within 30 days of the event, then any monies paid or due by the Stall Holder, shall remain the property of the Event Organiser and all monies outstanding are due and payable to the Event Organiser. The Stall Holder will have no right to claim any refund of monies paid or resist payment of any money unpaid.

The Event Organiser is entitled to cancel due to any act of terror, weather conditions or any other event that is beyond control. If the Festival is cancelled in these circumstances, the Event Organiser will refund the paid site fee.