

Terms and Conditions – (all participants)

It is your responsibility to read these carefully!

Your participation in the Rotary Eltham Festival is subject to acceptance by the organisers and your acceptance of the following terms and conditions. If you do not acknowledge acceptance, you will not be able to trade at the Festival.

1. FOOD

If you are selling food you **MUST** read the food vendor information (see below) and comply with the relevant State Government and Nillumbik Shire Council requirements.

2. APPLICATIONS & FEES

All applicable fees MUST be paid before your application will be considered for the Festival. The Rotary Eltham Festival is registered for GST. Tax invoices will be issued if your application is successful. We reserve the right to decline any application, in which case fees paid will be refunded in full.

3. DIMENSIONS

By default sites are 3 x 3 metres. If you require additional space, accurate dimensions must be quoted in your application. This may incur additional site costs as determined by the organisers.

4. PRODUCTS

It is important that you accurately specify the nature of your stall and the types of product to be sold. Items that can be used to create injury or nuisance such as toy weaponry (guns, bows and arrows, etc.), crazy string and stink bombs are strictly prohibited. Stallholders contravening this requirement or failing to accurately describe their products may have their trading terminated and forfeit their payment. If you have photos of your stall or product items, please attach to the application form.

Stallholders are not permitted to trade or solicit outside the boundaries of their stall site. Public address systems are also not permitted.

5. WORKING WITH CHILDREN CHECKS

All stallholders and their contractors working directly with children must provide to the Rotary Club of Eltham evidence that they hold a Working with Children Check. This is to comply with State legislation that came into force last August. Please supply a copy of the certificate for all persons who will be working on your stall/activity. This requirement applies for all activities directly involving children including amusement operators, sporting groups and children's activities.

6. SITE ALLOCATION

Site allocation is at the sole and total discretion of the organisers. Sites are pre-allocated and cannot be changed on the day.

7. POWER

Powered sites are limited and strict conditions apply to their use.

It is your responsibility to ensure that your leads and equipment are safe and comply with relevant regulations.

Leads must be at least 20 metres long, be rated to at least 10 amps and be accompanied by a current compliance tag issued by an accredited tester.

If your leads are not compliant, before you can commence trading, you will be required to have the leads tested and tagged. This service will be available for a fee.

Equipment not meeting safety requirements will be disconnected at the sole discretion of our representative.

The organisers do not accept responsibility for the consequences of any power failures or disconnection.

8. LPG CYLINDERS

The festival organisers reserve the right to remove any stallholder who does not comply with the *Gas safety at public events* checklist provided on the Energy Safe Victoria website. The Festival Safety Officer will be conducting inspections on the day. Cylinders are to be stamped and tagged and stored properly to current standards. For further information please go to <http://www.esv.vic.gov.au>.

9. WASTE

The Rotary Eltham Festival is a **WASTE WISE** event. Please minimise waste and use recycled and/or recyclable packaging and materials. Recycling stations, consisting of 3 x 240 litre wheelie bins, are located around the Festival site. These are for **public use only**; they are **NOT** for use by stallholders.

Box waste/packaging: stallholders are required to flatten, store and **TAKE AWAY** all waste and packaging.

Bulk food/cooking wastes: stallholders are required to store and **TAKE AWAY** these wastes.

Waste must be stored in a manner that deters flies and wasps (e.g. sealed plastic bags).

All sites and surrounds must be kept clean during the day and left fully clean at the end of the day.

10. ARRIVAL TIME (If you have been accepted to trade)

SATURDAY: Volunteers will be on site to guide you to your site from 8:00 am. Stallholders should arrive by 10:00 am with vehicles to be removed by 11:00 am.

SUNDAY: Volunteers will be on site to guide you to your site from 6:00 am. Stallholders must arrive no later than 8:00 am with vehicles to be removed by 8:30 am.

Late vehicular arrivals will not be allowed entry to the Festival and will forfeit any fees paid.

11. VEHICLE MOVEMENTS

SATURDAY: Vehicle movement is prohibited from 11:30 am to 10:00 pm.

SUNDAY: Vehicle movement is prohibited from 8.30am until 5:15 pm.

Vehicles, other than those approved as necessary for trading, will not be allowed to park or remain on the Festival site. Ample parking is available for stallholders and volunteers will direct you.

12. TRADING TIMES

All stallholders **MUST** cease trading **prior to commencement of Fireworks Display** on Saturday night (approx. 9pm). Any contravention of this requirement may result in the stallholder forfeiting their right to trade on the Sunday. Sunday trading **MUST** cease at 5:00 pm.

13. TERMINATION OF TRADE

Participation may be terminated without compensation: if our terms and conditions are contravened; if safety is compromised in any way, or for any other reason nominated by the Festival Director.

14. PUBLIC LIABILITY

All stallholders are required to provide a certificate of currency for public liability (and products liability where applicable) to an amount of, at least, \$10 million dollars. This **MUST** be included with your application. If the certificate of currency expires before the Festival, please include the current certificate with your application and forward the renewed certificate as soon as it is obtained.

Where a stallholder does not have a current public liability policy, application can be made to Nillumbik Shire Council (<http://www.nillumbik.vic.gov.au/Council/Make-a-payment/Community-Liability-Insurance>) to obtain community liability coverage for the Festival. All applications will be subject to Nillumbik Shire Council approval.

Stallholders will NOT be permitted to trade without a current public liability certificate, and will forfeit any fees paid.

15. DISCLAIMER

The Rotary Club of Eltham Inc. and its representatives will not be held responsible for any loss or damage to person or property howsoever caused, including the negligence of the Rotary Club of Eltham Inc. or its representatives or agents and including loss or damage arising out of weather conditions or the cancellation of the event.

16. REFUND POLICY

Stallholders or other participants who have paid fees for the Rotary Eltham Festival and who provide advice of cancellation or modification of their booking by COB on the Friday two weeks prior to the commencement of the Festival will receive a full refund of the fees applicable to the cancellation/modification. Cancellations or modifications to a booking must be advised to the Rotary Eltham Festival Registrations Manager at elthamfestivalstalls@gmail.com. A refund will not be provided if a stallholder or participant, unexpectedly, is unable to attend the Festival in whole or part and has not already provided advice by COB on the Friday two weeks prior to the commencement of the Festival. In the event of cancellation of the entire Festival, prior to its scheduled start, fees may be refunded. Fees will not be refunded if, for whatever reason, the Festival is forced to close prior to its scheduled completion.

Food Vendors - Supplementary Information

Please read carefully! You cannot trade at our Festival unless these instructions are followed:

All food vendors are required to be registered under the state-wide single registration and notification scheme known as Streatrader. Full details are available at https://streatrader.health.vic.gov.au/public_site.

Streatrader allows businesses and community groups that sell food from stalls and vans to make a registration application, lodge a notification or Statement of Trade, manage information and pay fees online to their principal council.

You should submit your registration/notification through Streatrader at least 21 days before the event. You **MUST** notify **Nillumbik Council** (also through Streatrader) of your intention to trade at least ten (10) days before the event.

Any queries: please contact your principal council or Nillumbik Shire Council Environmental Health Department on 9433 3340. Any payment required by your local Council is additional to your site fee.

The Festival organisers are required to verify that all food sellers have a current Certificate of Registration for Food Premises. Please ensure that you submit a copy of this with your application.

Liquor Licences

All vendors providing liquor at the Rotary Eltham Festival must hold a Major Events Liquor Licence for the event. Once a vendor providing liquor is accepted for the Festival *they will be sent the relevant licence form, which is to be completed and forwarded back to the nominated Festival contact*. The Rotary Club of Eltham will then submit ALL Major Events Liquor Licence applications to the Victorian Commission for Gambling and Liquor Regulation. The completed forms must be received by the Festival contact prior to **COB 14th September 2018**.

Price List* (all prices are in AUD and include GST)

All allocated sites are 3x3 metres unless you specify otherwise. Measurements must be confirmed at time of booking.

Please Note: Marquees and trestle tables are not included with your site fees except for Business Expo sites, or the Wine Precinct Package. If you need a marquee or any other equipment, this can be organised – some costs are detailed below. Please include your requirements on your application, or contact us.

Site Fees	Saturday	Sunday
NON-FOOD		
Code A Community Group (Local not for profit organisations)	No charge	No charge
Code B Craft Stall (Must be 100% locally crafted or grown products. Please include a full description and photo of your products)	\$65	\$65
Code C Commercial Market Stall or Display, or Political Organisation	\$175	\$175
Code D Business Expo Site (Includes 3x3 metre marquee, trestle table & two chairs)	\$475	
	-	\$325
Code E Commercial Display or Activity on Oval	-	\$325
FOOD		
Code F1 Community Group (Local not for profit organisations)	\$95	\$95
Code F2 Commercial Beverage Vendor ²	\$300	\$300
Code F3 Commercial Food Vendor (Site width up to 6 metres)	\$400	\$400
Code F4 Large Commercial Food Vendor (Site width greater than 6 metres)	\$500	\$500
Code F5 Wine Precinct Package ³ (Includes 3 x 3 metre marquee, trestle table & two chairs)	\$475	
	-	\$325
POWER		
Code PL – Saturday night for lighting only	\$40	-
Code P1 – one day only	\$85	\$85
Code P2 – both days	\$130	
EQUIPMENT		
Marquee 3 x 3	\$190	\$190
Trestle table	\$30	\$30
Chair	\$10	\$10

1. GST Invoices will be issued.
2. Vendor must be primarily selling hot or cold beverages. Minor food items, such as cakes and biscuits can also be sold.
3. The Wine Precinct Package is only available to wine makers for the purpose of showcasing their products. For vendors wishing to sell other alcoholic beverages, please select Code F3 or F4 as applicable. Please note that, for all vendors providing alcohol, a Major Event Liquor Licence will be required to be held for the Festival (see the *Liquor Licences* section of the *Festival Terms and Conditions*).

Rotary Eltham Festival

Application Form 2018

Name:

Organisation/Business Name:

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Address: Suburb:

Postcode: Email address:

Telephone(s): Mob..... Home Bus.....

Type of stall: (Please give an accurate description of your product(s) or activity and **email a photo if available.**)

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Size of site required in metres: Frontage (width): Depth:

FEES PAYABLE: (refer to price list)	Code Number/s	Amount
Saturday (if trading)

Sunday
Power
Extras (marquee/tables/chairs)
Total Payable:	

Prices include GST - a tax receipt will be issued.

CHECKLIST and AGREEMENT

Please ensure you read this section CAREFULLY and tick each relevant box.

- I understand that a site is not guaranteed until confirmation is received from the organisers.
- I have paid through the website and the reference number is **OR**
- My cheque/money order payable to *Rotary Eltham Festival* is enclosed with this application.
- I have read and fully understood the terms and conditions provided in the 'Information for Stallholders',
- and I have enclosed a certificate of currency for **Public Liability insurance**.

My activity involves working with children. I acknowledge that I will be required to provide a copy of my Working with Children Check certificate.

If you are selling food:

- I have enclosed a copy of my current Certificate of Registration for Food Premises
- I understand I must lodge a statement of trade with Nillumbik Shire Council via Streatrader.

Signed: Date:

Name (please print):

Contacts

- General enquiries: elthamfestival@gmail.com
- Stallholder enquiries: elthamfestivalstalls@gmail.com
- Visit our website www.elthamfestival.org.au for up-to-date information.

Applications

Applications may be completed on-line (**our preference**) or complete the preceding form.

All applications close **COB 28th of September 2018**, unless advised earlier.

Completed application forms and any attachments should be:

- Emailed with proof of payment to elthamfestivalstalls@gmail.com , or
- Posted to:
Rotary Eltham Festival
PO Box 134 Eltham,
Victoria 3095

Our bank details, for direct transfers:

Rotary Club of Eltham Inc. Festival
Acct. BSB 633-000
Account Number: 143524486

If applications are incomplete they will not be accepted.

Please note that applications will not be considered until full payment (if applicable) is made.