



## **Terms and Conditions for the 2023 Sustainability Festival**

1. Your participation in the Festival is secured upon the notification of acceptance by email from the Festival management. A tax invoice from Bass Coast Landcare Network will be forwarded to you once your application has been received, assessed, and approved. Payment must be received before a site/presentation slot/demonstration space will be allocated.
2. It is mandatory for all stallholders and demonstrators to have in place Public & Products & Liability insurance of no less than \$10,000,000 for any one occurrence and in aggregate and thereof. Copies of the certificate of currency will need to be provided upon email acceptance to the market.
3. Festival management reserves the right to limit the number and type of stallholders/presenters/demonstrators, or to refuse the acceptance of stallholders/presenters/demonstrators that they deem unsuitable for the Festival. Where possible, preference will be given to stallholders/presenters/demonstrators that are located within Bass Coast.
4. Acceptance and final positioning of stall sites/presentation slots/demonstration spaces will be at the discretion of the Festival management.
5. Due to site constraints only 3x3 unpowered marquee spots are available for stallholders and only a limited number of food vans due to limited power availability.
6. Gazebos, tents, shade structures, and marquees must be in good order, and put up by competent persons in accordance with the manufactures design specifications. There is no pegging allowed due to subsurface irrigation. Each marquee leg must be weighted with 20kg. The structures must NOT be attached or tied to trees.
7. Stallholders are to be set up by 9:45 am for a 10:00 am start and must stay until at least 3:00 pm. If the stallholder sells out prior to 3.00 pm then a suitable product display will remain in place until 3.00 pm. The venue will be open from 8.00 am to commence set up and bump-in for stallholders and demonstrators.
8. No stallholder/presenter/demonstrator cars will be permitted onsite during the Festival. Stallholder/presenter/demonstrator vehicles can enter the festival site to drop materials and equipment off for the purpose of setup, but all cars must be parked outside the Festival site in the designated area by 9.30 am. No cars will be permitted to enter the site until 3:15 pm after visitors have exited the venue.
9. All stallholders/demonstrators will need to have relevant risk management strategies and plans in place according to the type of display or demonstration on site.
10. It is the responsibility of stallholders/presenters/demonstrators to abide by all Government and Statutory regulations particular to their industry and stall display, demonstration or presentation, including all Occupational health and safety measures.

11. The Festival Management has the power to remove all or part of a stall or demonstration from the Festival and can stop unauthorised activities, such as a raffle, if prior approval has not been sought in writing.
12. While alcohol can be sold, there is no alcohol to be consumed on the premises.
13. All food Vendors are required to have their own food safety permits and apply for a relevant Streatrader certificate for the event.
14. A certificate of electrical safety is required for all food vans.
15. All electrical equipment/cables must be tagged and tested, and all power leads must run overhead or in cable traps.
16. All stallholder equipment must be in good order and used in accordance with manufacturers' guidelines.
17. Stallholders and demonstrators are not permitted to sell any items which may be deemed offensive, illegal, counterfeit or prohibited. Any items sold must be fit for purpose and comply with Australian safety and compliance standards.
18. Stallholders/demonstrators/presenters will conform to any requirements set down by the Festival management and will present a high standard of presentation including personal appearance on the day of the Festival.
19. Stallholders/demonstrators/presenters must support sustainability principles in ensuring the non-use of plastic bags, single-use plastic items and NO sales of plastic bottled water. Recyclable or reusable containers, cutlery and packaging are to be used for any items for sale or for the service of food or drinks.
20. Recycling bins will be available, but all non-recyclable materials are to be removed by the stallholder/demonstrator at the end of the market.
21. Total Fire Ban Days – Cooking permitted only in accordance with CFA Guidelines.
22. All stallholders must ensure the protection of the environment and growing spaces at the River Garden are given the highest priority in all activities.
23. The stallholder/demonstrator/presenter will leave the site in the same condition as found.
24. Failure to abide by the terms and conditions could result in cancellation of the site booking and/or your stall or demonstration being removed from the Market by Festival management. Festival management holds the right to decide whether some or all fees are refunded.
25. No refunds of stallholder fees will be given for cancellation within 7 days of the Festival date. If a stall holder is unable, due to weather or any other force of a major event, to conduct and operate their stall, the Bass Coast Landcare Network has no liability or obligation to refund their stall fees.
26. If Festival Management postpones or cancels the Festival due to weather, any other force of major event, or unforeseen circumstances, the Bass Coast Landcare Network will give either an alternative Festival date or a full refund of stallholder fees.
27. I/We accept that while on the Festival premises, both my property and my person shall be at my/our own risk, and I/We will not hold the Bass Coast Landcare Network, the Bass Coast Recreation Reserve Committee of Management, or its associates, volunteers or Sponsors liable for any personal injury or loss of property incurred as a result of hosting my/our stall, demonstration or presentation at this market.
28. These terms and conditions are subject to change at any time due to advice given by Bass Coast Shire Council, Victorian State Government, or other relevant authorities, for the safety and wellbeing of stallholders, demonstrators, presenters, participants, volunteers, Festival staff and Sponsors.