

# STALLHOLDER TERMS AND CONDITIONS



## **2023 Prospect Spring Fair**

Saturday 28 October 2023, 10am – 3pm

Broadview Oval / Yarnta Tutu yarta

### 1. Eligibility

#### 1.1 Preference system

The following applicants will receive preference:

- A not-for-profit community group or individual
- An approved business that is supporting a not-for-profit or charity group
- A sponsor of City of Prospect
- A home-based/online business or hobbyist operational within City of Prospect.

#### 1.2 Eligibility by agreement

The following applicants will be granted permits to trade only by prior agreement with the Event Organiser:

- Community groups, not-for-profit or home-based/online businesses that do not operate in or service City of Prospect
- Commercial businesses that are profit orientated. Please note that commercial food businesses are invited to operate on the basis that no other community group or local organisation will be offering the same food or drink products, or it is deemed to not over supply.

#### 1.3 Ineligibility

Stallholders that sell or promote products that City of Prospect (the *Event organiser*) deems inappropriate or unsuitable for this event will not be ineligible to take part in this event. This may include franchise or multi-level market-based companies, offensive or non-family friendly products.

#### 1.4 Council's Discretion

In special circumstances, the event organiser reserves the right to include stalls that may not strictly meet these eligibility requirements. The event organiser also reserves the right to decline, reject a stallholder application, or exclude a stallholder who is considered to be in breach of these guidelines, or where direct competition would exist between multiple or similar stallholders.

#### 1.5 Application Approval Process

Once submitted, applications will be assessed and an invoice will be issued for online payment. The only accepted method of payment is online by credit card. Please note that payment is not required on application. Stallholders will be contacted by the Event Organiser regarding the outcome of their application no later than 22 September. Stallholders who have not paid in full prior to the event will not be permitted to trade at the event.

### 2. Trader Requirements

#### 2.1 Public and Products Liability

All stallholders must effect and maintain for the duration of the event a Public and/or Products Liability Insurance Policy in the name of the stallholder, with a minimum cover of ten million

dollars (\$10,000,000) against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the stallholder in relation to participation in the Prospect Spring Fair. In some cases, depending on the stallholders services/products, cover for twenty million may be required. This will be assessed on a case by case basis by the City of Prospect in accordance with risk management and WH&S.

A copy of the Certificate of Currency (COC) must be submitted with the stallholder application and inclusions and exclusions must be listed. Failure to comply will mean the stallholder will not be permitted to participate in the event. City of Prospect can facilitate insurance for community stallholders, at an additional cost (cost varies depending on number of applicants). Visit [here](#) for more information.

## 2.2 Trading Times

All stalls must be set up and ready to trade no later than 9.30am on the day of the event. It is a condition of acceptance that all stallholders trade for the entire duration of the event, from 10am to 3pm. Stallholders must not commence pack-up or leave the site prior to the advertised event finish time.

## 2.3 Stallholder Location

All stallholders will be provided with details of their location one week before the event. Stallholders are prohibited from setting up their stalls in any other location than the one allocated by the Event Organiser. Stalls may be relocated at any time and for any reason by the Event Organiser or an authorised City of Prospect representative. Any requests to relocate must be expressed to the Event Organiser in writing and supported by genuine logistical reasons. The request does not guarantee that a relocation will be granted.

## 2.4 Stallholder Equipment

The Event Organiser will supply a 3m x 3m, 3m x 6m or 3m x 9m footprint of space. Stallholders are required to bring their own equipment. However, the event organiser can provide assistance to all stallholders who wish to hire additional equipment, at an additional cost (please refer to *3.2 Site Fees and Hire*). All other equipment brought onsite is the responsibility of the stallholder. All equipment, displays and products must remain within the allocated space. All pathways and thoroughfares must be kept clear of obstruction at all times. The event organiser have the right to revoke a stallholder's permission to trade if their stall, displays or products are deemed inappropriate or unsafe to the public, other stallholders or staff.

## 2.5 Signage

Stallholders are welcome and encouraged to bring their own signage, if they fit the following guidelines:

- Professional presentation
- Signage must be within the allocated marquee
- Promotional signage for other events is not permitted
- Promotional signage must not be greater than 30% of allocated space
- Any signage installed must adhere to SafeWork SA guidelines

## 2.6 Visual Merchandise

All merchandise must be professionally presented and displayed in an accessible and interactive manner. Prices should be included on all products or appropriate signage displayed to clearly provide pricing details. If raising funds for a business, this must be clearly displayed at the point of sale.

## 2.7 Subletting

Once permission to trade at the event has been granted by City of Prospect, stallholders are not permitted to share, sub-lease or assign their allocated site to another person or trader.

## 2.8 Supervision of stalls

Stallholders must ensure their stall is supervised for the duration the event (10am – 3pm). Supervision of stalls by persons under 18 years is not recommended and must be discussed with the Event Organiser prior to the event. Any stallholders under the age of 18 years must be supervised by a parent/guardian over the age of 18 at all times.

## 2.9 Sellable Goods

All goods intended for sale must be legal and suitable for all groups (i.e. no adult products, derogatory language, knives, replica weapons or dangerous goods will be permitted at the event). Any changes to the intended goods sold must be requested and approved in writing by the event organiser. Stallholders who provide false or misleading information regarding the products sold may be disqualified from trading.

## 2.10 Restricted Items

Further items that are not permitted to be sold, displayed or gifted at the event include:

- Balloons (unless prior agreement with the Event Organiser)
- Glass items
- Silly string

## 2.11 Public address systems & hawking

Loud or amplified music or promotion is not permitted. Public address systems cannot be used by stallholders at the event (unless prior agreement by the Event Organiser).

# 3. Site Fees & Hire

## 3.1 Type of sites

Stalls are categorised as *Information* or *Selling*:

- *Information* includes any display of information, promotion of activities or volunteers' recruitment that does not involve any exchange of cash or funds.
- *Selling* includes any activity that involves exchange of cash or funds, for commercial or fundraising purposes.
- *Sites* are allocated by space. Each stallholder can select their preference for amount of space allocated. The table below outlines the categories and pricing for each space.

## 3.2 Site fees and hire

| Item          |             | Price (Inc GST) | Notes  |
|---------------|-------------|-----------------|--|
| 3m x 3m space | Information | \$26            | Tables and chairs are not included and must be supplied by stallholders.<br><br>Marquees and weights are <u>not</u> included and must be supplied by stallholders. |
|               | Selling     | \$53            |  |
| 6m x 3m space | Information | \$42            |  |
|               | Selling     | \$100           |  |
| 9m x 3m space | Information | \$58            |  |
|               | Selling     | \$148           |  |

|                           |                                 |   |
|---------------------------|---------------------------------|---|
| Commercial Food Van/stall | 20% of sales<br>(\$100 minimum) | Allocated space up to 3m x 9m.<br>Please indicate the dimensions<br>of your van/stall (incl. set up)<br>during the application process. |
| Commercial Business       | \$105                           | Per 3m x 3m space/site  |

If stallholders require power, this can be supplied on request only. Power fees are set below:

| Item            | Price (Inc GST)                      | Notes   |
|-----------------|--------------------------------------|---|
| Access to power | \$32/per outlet<br>(10A / 240V only) | <u>Not</u> included – on request only<br><br>Maximum of 3 outlets.<br><br>3-Phase power is available on request only and may incur an additional charge.<br><br>Please note that commercial food businesses are required to bring their own generators. |

Stallholders can request hire of additional infrastructure or furniture. This will be arranged by Council on request only. A table below outlines infrastructure/furniture and fees:

| Item                       |         | Price (Inc GST) | Notes   |
|----------------------------|---------|-----------------|---|
| Trestle tables             |         | \$21/each       |   |
| Chairs                     |         | \$10.5/each     |   |
| Marquee weights            |         | \$10.5/each     | Each weight is 25kg per leg. If 4 weights are required total cost is \$42 |
| Marquee with weights       | 3m x 3m | \$170           |   |
|                            | 6m x 3m | \$270           |   |
| Public liability insurance |         | TBC             | Please refer to <i>2.1 Public and Products Liability section</i> .        |

### 3.3 Inclusions

The site fee includes the space/footprint only.

If table and chairs are required, stallholders must notify the event organiser during the application process and an additional fee will apply per item.

The site fee does not include:

- A marquee – stallholders must supply their own, including water / sand weights (strictly no pegging or stakes allowed)
- Tables or chairs – stallholders must supply their own
- Power – access to power can be organised at an additional cost. Please note that no stallholder is allowed to bring a generator onsite, unless formally authorised by the event organiser. Commercial food vendors are however required to bring their own

generator. The generator must be in good working order, either silent or minimal noise pollution, not spilling or leaking fuel, exhaust fumes must not be exuding and it must be positioned/sectioned off in a suitable and safe locations from public and other stallholders.

- Public and Products Liability Insurance – stallholders must provide their own insurance. In some cases the City of Prospect can facilitate insurance at an additional cost.

## 4. Operations

### 4.1 Access to power

Power can be supplied to stallholders for an additional fee (please refer to *3.2 Site Fees and Hire*). Stallholders are not allowed to bring their own generator, unless formally authorised by the Event Organiser. Please note that sites are allocated according to power requirements, which means that last minute power requirements may not be granted.

All commercial food vendors must supply their own generator. The generator must be in good working order, either silent or minimal noise pollution, not spilling or leaking fuel, exhaust fumes must not be exuding and it must be positioned/sectioned off in a suitable and safe locations from public and other stallholders.

You MUST provide a detailed listing of all electrical appliances that will be utilised at the event, including a description of the item and the watts/amps/volts the appliance uses. Any changes to this list should be notified to City of Prospect. Please note that appliances not itemised or listed will not be permitted at the event. An electrical team will be onsite to verify this on the day of the event.

All electrical appliances are legally required to be tested & tagged before being used on site. The onus is on the stallholder to ensure this is completed prior to attending the event. Please contact the Event Organiser if you need advice on tagging and testing.

### 4.2 Packaging and Waste Management

The Prospect Spring Fair is a *Zero Waste Event*. All stalls are urged to consider the amount of waste produced and to try to limit their impact on the environment. Food and drink stallholders MUST only use approved *compostable* packaging, with the exception of pre-packaged goods (e.g. cans, bottles, etc.).

City of Prospect forbids the use of balloons for display and/or giveaways. Distribution of branded merchandise (such as silicone wristbands, flyers, rulers, etc.) is strongly discouraged.

Bins provided by the City of Prospect are limited to patrons use only during the event. All waste from stallholders must be contained to their stalls, using their own bins. Stallholders are responsible for removing these items from the event site and disposing of them appropriately. Any rubbish collected by stallholders may be disposed of after the event in the skips provided (cardboard and landfill). Additional compost and recycling bins will be available onsite, along with a very limited number of general waste bins. All liquid waste (including waste water and oil) must be contained and disposed of appropriately by the stallholder at the conclusion of the event, using the waste container supplied by the event organiser (on demand only). It is the stallholder's responsibility to ensure their site is kept clean at all times during the event and after they vacate the site.

#### 4.3 Site Access and Traffic Management

The City of Prospect will implement traffic management measures, such as reduced speed limits, road closures and parking restrictions, at its discretion. Stallholders must comply with all signage and instructions given by the event organiser.

Please note that no vehicle access or movement will be permitted onsite during the event. Temporary parking will be available for stallholders during bump in and bump out, but not during the event. Stallholders must find their own legal parking in surrounding streets.

#### 4.4 Bump in and Bump out

Stallholders will be able to access the site for bump in on Friday 27 October. No set up will be allowed on the day of the event (except for food vans) or if prior permission has been granted for on-day set up by the Event Organiser. Bump out / pack down is not permitted to start before the conclusion of the event on Saturday 28 October at 3pm.

### 5. Health and Safety Requirements

#### 5.1 Food Vendors

Stallholders selling or providing food and/or drinks are reminded that they must comply with all legislations and regulations regarding food safety standards, including the Food Act 2001. Any stall wishing to sell food and/or drinks must complete the [EHA Temporary Event Food Notification](#) and return it with its application. Please note that Eastern Health Authority's Environmental Health Officers will be on site to check that safe food preparation and serving guidelines are being observed. We encourage you to contact EHA if you have any question or concern prior to the event.

#### 5.2 Inspection of stalls

It is the responsibility of all stallholders to trade in accordance with any applicable federal, state and local government laws associated with Health and Safety. Any stallholder failing to comply will not be permitted to trade unless the required improvements are made. If the improvements cannot be made, the stallholder will forfeit any fees paid to date and will not be permitted to trade at the event.

#### 5.3 Product Safety

It is the stallholder's responsibility to ensure their products meet all relevant safety standards, regulations and guidelines, in accordance with Australian Standards. For further information regarding product safety, please visit the [Product Safety Australia and Consumer and Business Services website](#).

#### 5.4 Accidents, Incidents & Risk Management

It is the responsibility of each stallholder to promptly report to the onsite event team any and all incidents including but not limited to:

- Property damaged
- Illness, accident or injury
- Anti-social or inappropriate behaviour
- Lost Children
- Any other issues raising concern for the health, safety or security of stall holders, public and staff during the event.

Any damage to City of Prospect grounds, property or assets caused by stallholders must be reinstated to its original condition by the stallholder.

All stallholders are required to comply with WH&S and Risk Management procedures during all stages of the event. Any reasonable direction, particularly in regard to safety, from a City of Prospect representative must be adhered to by stallholders. The Event Organiser can direct a stallholder to leave site if they are non-compliant.

#### 5.5 Gas & Fire Safety

All stallholders using gas bottles must ensure gas bottles/cylinders are in good working order and feature a certification badge or certification number of compliance/date plate if fitted. Appliances and fittings must be free of damage or defects. Further information on gas safety at festivals and events can be found here:

[https://www.sa.gov.au/\\_data/assets/pdf\\_file/0009/470754/181026-Gas-Safety-at-Festival-and-Events.pdf](https://www.sa.gov.au/_data/assets/pdf_file/0009/470754/181026-Gas-Safety-at-Festival-and-Events.pdf)

All stallholders using power appliances, cooking or operating with gas must carry a fire blanket and/or fire extinguisher to valid Australian Standards.

#### 5.6 Personal Safety & Security

Stallholders are required to maintain a reasonable level of personal safety and security. The event organiser will not be liable for any theft, damage or loss of cash, personal items, merchandise or any other goods.

### 6. Liquor Licensing

The Prospect Spring Fair is covered by its own liquor licence for the sale and supply of alcohol, for the duration of the entire event on Saturday 28 October, 10am to 3pm, at Broadview Oval / Yarnta Tutu yarta. Stallholders wishing to sell or supply alcohol at the event must fill in the appropriate section in their Stallholder Application Form and will be subject to an additional Liquor Licence fee of \$100 inc GST. This fee is in addition to the Site fee.

All stallholders must obey all current Liquor Licensing legislation and regulations at the event. Failure to comply may lead to the termination of trading and/or fines may apply. Approved Liquor Vendors must display a copy of the approved liquor licence at their stall.

### 7. Promotion

#### 7.1 Photography

The stallholder consents that any footage or photographs taken of the stallholder, the stall set up or products by the authorised photographer or event organiser to be used for promotional and/or archival purposes.

#### 7.2 Marketing and Social Media

The City of Prospect will ensure an active marketing campaign for the event. However, all stallholders are also strongly encouraged to participate in marketing activities and promote their involvement in the event through social media or by the use of any traditional marketing tool. City of Prospect must be included in social media posts.

### 8. COVID-Safe Event

#### 8.1 Event Safety

In the interest of public safety, stallholders are required to comply with current SA Health regulations. Hand sanitizers are suggested to be provided for customers. Please note that if required, the Prospect Spring Fair will operate under a SA Health approved COVID Management Plan. Additional measures and conditions may apply to the event. The event



organiser reserves the right to cancel the approval of any stallholders who would fail to comply prior or during the event.

## 9. Liability

### 9.1. Approval cancellation

The Event Organiser reserves the right to cancel the approval of any stallholder at any time if it is believed the stallholder has breached any of the terms and conditions outlined in this document.

### 9.2. Stallholders cancellation

Once confirmed, registration are considered final and no refund will be issued in case of stallholder cancellation or failure to attend. Dispensation may be granted in exceptional circumstances, at the Event Organiser sole discretion.

### 9.3. Event cancellation

The City of Prospect reserves the right to cancel the event at any time in the interest of public safety or for any other reason deemed appropriate by the City of Prospect.

### 9.4. Inclement Weather

If any inclement weather, or any other event beyond the reasonable control of either party occurs, which prevents the stallholder from participating in the event in full or in part, then it will be at the stallholders risk and City of Prospect will not be obliged to refund to you any part of the stallholder fee or costs already incurred.

### 9.5. Responsibility

Although the City of Prospect is committed to the successful promotion and delivery of the event, the City of Prospect does not warrant or guarantee and specifically excludes any liability to the stallholder in relation to:

- Any difference between the estimated number and actual number of visitors
- Any indirect, special, economic or consequential loss or damage or loss of revenue, profits, opportunities or loss of anticipated savings incurred or suffered by the stallholder
- Punctuality or quality of services, or failure or deficiency in the provision of services that are the responsibility of the appointed contractors
- Cancellation, postponement, part-time opening of the event
- Any event or circumstances outside of the event organiser control which impacts upon, prevents or limits the operation of the event.

### 9.6. Amendments

The Event Organiser shall have sole authority to interpret and enforce these terms and conditions; to make any amendments thereto and to make such further rules and regulations as shall be deemed necessary for the orderly conduct of the event, including but not limited to changing the dates of the event, shortening or lengthening the duration of the event or change the hours during which the event is open to visitors.