

STALLHOLDER AGREEMENT / TERMS & CONDITIONS



This agreement is set out by Shire Events Live (ACN: 655962262), The Festival Managers.

These T&Cs, together with the Application Form will apply to all arrangements with the stallholders/owner. Application Forms must be filled in to apply for a position at Cronulla Jazz & Blues Festival. Acceptance is at the discretion of the Festival Managers.

STALL CATEGORIES & FEES

Food & Retail stall space is available for unique and quality businesses which align to the Cronulla Jazz & Blues brand. Fete stalls are available for hire or stallholders can bring their own set-up.

Food Truck/Stallholder fees: \$450 + GST

Retail Stallholder fees: \$350 + GST

Cronulla Mall Businesses: \$275 + GST

- Two days (Saturday 3 and Sunday 4 June 2023)
- Hired Fete Stalls are 2.4m x 2.4m and have 3 side benches with skirting. All other equipment required must be brought by the vendor.
- For vendors setting up their own stall, you must stay within 3x3m. Please bring weights no matter what the weather is. NO PEGS. Stallholders must bring all their own tables, table covers, chairs, tents and equipment. Festival areas must be kept clear and boxes stored under tables or away from sight. Presentation of stalls must be of the highest standards.

Preference will be given to Cronulla and Sutherland Shire local businesses.

Requests will be taken into consideration however location and allocation of stalls is at the absolute discretion of the Festival Managers.

Set up times and details will be provided prior to the festival date. All care should be taken during set up and pack down in regard to public safety and property. Please follow directions of the Festival Managers at all times.

Additional bins are managed by council for the public, however stallholders must remove their own rubbish from trading.

Stallholders cannot pack up and vacate the area until the completion of the Festival day. Times will be provided before the Festival. Stalls must be packed up on Saturday and re-set on Sunday as security is not provided overnight.

HEALTH & SAFETY

All stallholders must have Public Liability, minimum \$10 million. A copy is to be sent through with the application form and brought along on the day.

Stallholders are to consider and adopt policies to minimise or avoid risks to themselves, their workers and other people at Cronulla Jazz & Blues Festival.

Stallholders are to consider Workplace Health and Safety as it applies to their business and workers in an outdoor venue.

Power is not provided on Festival day. If power is required, you must provide your own generator to facilitate this. Retail & food stalls who need electricity are to notify Festival Managers as part of the Application Process and must comply to Australian Safety Standards AS3760.

With the ticking of the box agreeing to Term & Conditions on the application form, all vendors confirm that they have considered Workplace Health and Safety so far as it relates to the use of electricity at the market.

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Stallholders are to have all leads and equipment tagged in accordance with the statutory requirements, and ensure any leads and generators are placed in such a manner so as not to create trip hazards or to present a hazard to the public through exhaust or heat. Electrical cables are to be heavy-duty construction standard and must have a circuit breaker. Cronulla Jazz & Blues Festival managers are not qualified to provide extension leads or otherwise assist in connection with power outlets.

Stallholders must not have at their stall more than:

- One litre of approved flammable liquid
- One cylinder of no more than 25 litres of LP gas in use with one spare (the cylinders must be in accordance with AS1596-1989) at their stall.
- Gas cylinders must be secured to avoid dislodgement. Fire extinguishers and fire blankets must be carried and ground sheets employed. Any damage to surfaces (including grass flooring) must be repaired at the cost of the stallholders. Otherwise than under this rule, no naked flames should be burned in the market.

Stallholders to ensure that their operations do not have an adverse effect on the environment.

Vendors consent to any photographs supplied by the Stallholders and/or their social media images and/or photos taken at the markets, is granted.

The Vendor shall hold harmless, release and indemnify and keep released and indemnify Cronulla Jazz & Blues Festival from and against all actions, suits, claim's, demands, costs, charges and expenses for which the Festival Manager, their servants, assistants or agents may be held liable in respect of loss, damage, accident or injury of whatsoever nature or kind and however sustained or occasioned and whether to property, persons in connection with the use of any stall and any work connected therewith.

Access to the festival can be refused (or a vendor who is at the festival may be asked to leave the festival) by the Festival Manager or assistants of Cronulla Jazz & Blues Festival at any time when they owe money or on any breach of these Terms and Conditions. Cronulla Jazz & Blues Festival reserves the right to terminate a Vendor's participations at any time, before or during festival day.

FOOD STALLS

Vendors selling food must comply with the NSW Food Authority guidelines, the National Code for Food Vending Vehicles and Temporary Food Premises and the requirements of the 2003 Food Act, Food Registration 2001. All food stalls must meet the food regulations 2004 and Food Standards Code and any local Council Codes.

Please provide information on what you will need with regards to basic requirements such as power supply and waste disposal, if any. If applicable, discuss with Festival Managers any suggestions in ways to maintain food safety and hygiene. Appropriate fire safety equipment should be easily accessible.

Certified Organic and/or conversion to Organic, can only be used on products that have been certified by either a Government Accredited certification body (such as AQIS in Australia); IFOAM, or ISO 65 with an organic component. Please maintain documentation to verify this status of certified organic or conversion to organic, and particularly if labelled as such. Vendors are to understand that unless their products are certified Organic, no reference should be made verbally or with signage to this claim. If you do comply to Organic certification, then please display your documents at your stall.

Any food vendor selling produce that is not certified organic or in conversion must display a standard sign, with no suggestions of misleading claims of their produce/goods being Organic.

Food Vendors are to be registered with the NSW Food Authority; if required appoint a qualified Food Supervisor; give appropriate warnings, if required on food labels; and give appropriate training to all staff.

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WEATHER & COVID-19 POLICIES

Cronulla Jazz & Blues will be relocated into sponsor premises in severe weather and at the discretion of Festival Managers. Cronulla Jazz & Blues Festival will continue with mild weather conditions. There will be NO refund if abandoned.

All vendors are to be adequately secured against wind and for wet weather. Weights are preferable but in some cases pegs can be used, please check with the Festival Manager.

All care must be taken when putting tents down in severe weather, particularly with high winds.

Vendors should consider wearing sunscreen and hat as well as enclosed shoes.

The event can be scaled as required to align with government restrictions due to COVID-19.

In the event of a government COVID-19 lock-down, the event will be postponed.

If the event is forced to cancel, fees will be refunded to the stallholder/business.

DISCLAIMER

Shire Events Live (including Festival Managers and staff) are not liable or responsible for any of the following circumstances:-

- For any lost, stolen or damaged goods before, during or after a Cronulla Jazz & Blues Festival event.
- For any accidents or injuries to any vendors or customers or products incurred from borrowing Cronulla Jazz & Blues Festival supplied equipment.
- For any accidents or injuries to any vendors or customers or products incurred by third party contractors.
- For any accidents or injuries to any vendors or customers from products they buy, touch, trial or interact with whilst at the Cronulla Jazz & Blues Festival
- Individual 3rd party liability insurance. All businesses should ensure they have all their own insurances should an incident arise that puts them at risk.
- Operating your business and adhering to NSW Laws, including, Trade Licenses, Insurances and Permits.
- Offending any visitor at the festival due to inappropriate behaviour.
- For any vendor employees, or third party consultants representing vendor companies.
- For the actions of any food vendor of any type at Cronulla Jazz & Blues Festival that may cause sickness or injuries as a result of food vendors actions, errors or omissions.
- Should a vendor or customer bring legal action for situations happening that are covered under the disclaimer, the vendor will pay for all legal fees and costs, including those of the event organiser.
- Shire Events Live is not responsible or accountable for the rejection by any required food permit or a temporary Food Permit after booking has been confirmed or on site after an inspection by relevant Food Control authorities as a result of the failure by a food vendor to comply with food Control Regulations.

Cronulla Jazz & Blues Festival can use vendor participants' full names, photos, or other types of representations of the events without asking permission of the subjects.

Cronulla Jazz & Blues Festival is not responsible for the sales or the lack of sales by the vendor.

Nothing in these conditions excludes, restricts or modifies the application of provisions of any statute (including the Trade Practices Act 1974) where to do so would contravene the statute or cause any part.