



## APPLICATION FORM TO CONDUCT A STALL

**BABINDA HARVEST FESTIVAL 2018, SATURDAY 13th OCTOBER 2017**

NAME OF ORGANISATION:

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TYPE OF STALL

- 1.
- 2.
- 3.

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NAME OF CONTACT:

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CONTACT DETAILS:

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### Insurance

Please note that it is the responsibility of the stall holder to obtain their own public liability insurance. Stallholders **MUST** provide a copy of their policy when lodging this form.

### Cost

Market stalls only are \$20 per stall. (Commercial food vans and food stalls have different application form and pricing).

**All successful stall holders fees are payable to the Harvest Festival Committee by 30<sup>th</sup> September 2018  
By cheque or Electronic Transfer BSB: 633000 Account: 130078876 (ref stall holders name).**

Please read and sign the attached Terms and Conditions

Copy of public liability insurance attached: Yes  No

### SIGNED BY:

Stallholder/representative:

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Print Name:

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Date:

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Please complete the following application and return:

By Post: The Secretary, PO Box 45, Babinda QLD 4861

By email: babindaharvestfestival52@gmail.com.

By: hand delivery Babinda Taskforce by 30<sup>th</sup> September 2018 to secure your booking.

Preference will be given to local residents.

For more information phone Tanya Davey 0409282676 or email babindaharvestfestival52@gmail.com.



## Babinda Harvest Festival – Terms and conditions

### Trading

- Setting up will be Saturday 13<sup>th</sup> October from 9am Saturday until 1pm (**no vehicle access after 2pm**). All vehicles must be removed from the showgrounds after this time.
- It is to be the responsibility of the Stallholders to remove their own stall – all stalls must be removed by 10am on Sunday 14<sup>th</sup> October. There is security available Friday night but on Saturday night.
- No table or chairs are available – stallholders must provide their own and are responsible for costs associated.
- It is the responsibility of stallholders to comply with all necessary Cairns Regional Council local laws regarding selling food products.
- Parking available in side streets around the showgrounds.

### Applications

- Acceptance or non-acceptance of applications will be at the sole discretion of the Babinda Harvest Festival Committee and will be based on the information given by the applicant on their application.
- The Committee reserves the right to reject applications and not enter into any correspondence or otherwise explain the reasons for its decisions. All decisions made by the Committee are final.
- Stall positions are totally at the discretion of the Committee
- Stalls cannot be transferred, sublet, franchised or sold to any other person, nor can they be shared without approval from the Committee.

### Fees & Insurance

- Please see attached list of fees and charges for stall holders. All successful stall holders must pay their fees by 30th September 2018. Failure to pay the stall fees on time is a breach of these Terms & Conditions and may incur a penalty.
- Please note that it is the responsibility of the stallholder to obtain their own public liability insurance. Stallholders **MUST** provide a copy of their insurance policy when lodging their application form.

### Approved Products

- It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their product.
- A stallholder may only offer for sale approved products, which have been accepted by the Committee on the application form, submitted by the stallholder.
- To add new products, a request in writing is required. Products cannot be added to a stall unless the Committee gives approval.
- All products and stall presentation must be of a high standard.
- If too many stallholders apply to sell similar products, priority will be given to locally based stallholders.



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### **Food Stalls**

- It is the responsibility of stallholders to comply with all necessary Cairns Regional Council local laws regarding the selling of food products.

### **Stall Set-up Equipment**

- Stallholders must provide their own covers/marquees and stall set-up, which must be in good presentation.
- The Committee does not provide or hire out any stall equipment; they only provide the site area.
- All stall equipment including racks, table, signage etc. must be contained to the stall site boundaries. Public access ways must be clear at all times.
- Tents, covers and all stall equipment must be erected securely and weighted or secured at all times.
- All equipment must be in good repair and be operated in a safe manner.
- The Committee, whose direction is final, will determine the location of stalls. Every endeavour will be made to meet the general wishes of stallholders with regard to position without causing unfairness to others.
- All stall holders need to provide portable light.

### **Adverse Weather**

- The Harvest Festival will operate in varying weather conditions and stallholders must be prepared for adverse weather.
- In the instance that the Committee cancels the Harvest Festival, the Committee will make every effort to advise stallholders prior to the event.
- The Committee will not be held responsible for any loss damage or injury whatsoever resulting from adverse weather conditions.

### **Occupational Health and Safety**

- Stallholders must drive within the Showgrounds area at a safe speed that is no greater than 10km p/hr
- Vehicles are not permitted to move within the showgrounds after 1pm unless prior permission is obtained.
- As specified by Cairns Regional Council and in the interest of health & safety, stallholder DOGS are not permitted on the stall

### **Waste and Rubbish Removal**

- Stallholders are required to remove their own rubbish and waste from their immediate stall location. Failure to do so may result in an imposed charge.
- Stallholders are responsible for leaving their site and surrounding area clean, tidy and undamaged.

### **Stallholders' Code of Conduct and Responsibilities**

- Stallholders must co-operatively to any direction given by the Committee in relation to the operation and occupation of their stall, equipment, goods and vehicle during operation times and any direction of a security or safety nature.
- Stallholders must not act in a verbally or physically abusive, dangerous or disruptive manner it will not



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be tolerated and will result in immediate termination.

- Stallholders must ensure that their activities do not endanger the safety or security of any people at the Harvest Festival.
- Stallholders must not cause damage, make alterations or additions of any nature to, or carry out works of any nature to showgrounds site property and that, if any damage is caused, the costs of any repairs, or replacement are borne by the stallholder.
- Stallholders must comply with all terms and conditions outlined and must comply with any relevant local government and other statutory laws and regulations.
- Stallholders must report to the Committee any incident or accident to any person or property that involves loss or could be expected to give rise to a claim.

### Committee's Representation

The Committee reserves the right to undertake any of the following actions without notice:

- Relocate a stallholder to another stall space within the showgrounds.
- Require the stallholder to remove from sale any goods or services offered by the stallholder that are not approved products; or
- Request that the stallholder undertake any reasonable measure, which in the opinion of the Committee will improve the safety of the stall.

### Termination

The Committee reserves the right to withhold consent to a stallholder to occupy a stall at the Festival, to remove or to have removed from the Festival a stallholder who is in breach or does not comply with the regulations, including where a stallholder:

- Fails to abide by the Festival's set up conditions
- Fails to abide by the terms and conditions outlined
- Commits a criminal act at the Festival or;
- Behaves in a manner that breaches the Harvest Festival Code of Conduct.

**All traders, caterers, their contractors and employees (Trader) are subject to the Terms and Conditions of the Babinda Harvest Festival and by attending the Babinda Harvest Festival are agreeing to be bound by these Terms and Conditions.**

**Full Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_