



2020 Stall Holder Terms and Conditions

Dear Stallholder/Trader,

On behalf of the team at the Meeniyar Garlic Festival ("MGF"), we welcome your interest in being a part of this exciting Festival. Please read the terms and conditions outlined below and then complete your online Stall Holder Application Form.

2020 FESTIVAL STALL FEES

In a change from past years, we will not be offering powered sites. It really become too complicated juggling the limited power available and restricted stall locations. So bring a (quiet) generator and ensure it has been tested and is compliant.

Stall Type	Area	Unpowered
Market (Produce) Stall	3m * 3m area	\$80
Mega Market Stall	6m * 3m area	\$140
Foodstall	4m * 4m area	\$120
Maxi Foodstall	8m * 4m area	\$200

TERMS and CONDITIONS

1 Stall Operation

1.1 Allocated Stall Area

Stallholders will confine their operations to within their allocated stall site. This is the area occupied by the stall, and is no wider than 3 metres unless otherwise agreed by MGF. Stallholders will need to provide their own tables, shade or weatherproof covering. Marquees must have leg weights available to use on hard surfaces or in windy conditions.

1.2 Continuous Trading

The stallholder must keep their stall open for uninterrupted trading until the published Festival closing time (4.00pm) unless all product is sold out. The stallholder may then only leave the Festival market with permission of the MGF.

1.3 Product on Offer

Stall holders agree to provide the products listed in their application. Product ranges may not be substituted or changed without permission of the MGF. MGF reserves the right to withdraw its' invitation to any stallholder who does not comply with the criteria.

1.4 Acceptance

Acceptance of Stall-holder Applications is at the discretion of the MGF and we aim to have a mix of food and produce offerings to excite our visitors and meet their demand.

1.5 Site Access for Stall holders

All stall holders will have access to the site from 6.30am on the Festival day, which is **Saturday 15th February 2020**. All vehicles will need to be removed from the Festival site and parked in the designated Stall Holder Carpark by 8.00am.

No vehicle access to the Festival site will be allowed until 4.30pm on Festival Day.

2 **Attendance.**

The success of the Festival requires a commitment by all involved. The MGF Team will support you through online promotion of your business and exposing your presence to tens of thousands of potential customers. Should your circumstances change, and you are unable to attend, please advise us ASAP. The damage caused by 'no shows' is significant. A vibrant festival has a full complement of stalls and a wide range of products on offer.

3 **Sustainability & Waste Disposal.**

3.1 Sustainability

Information should be readily available to customers at each market about the produce and production methods of your business. We encourage you to use as little packaging as possible and to use recyclable packaging wherever possible within health department provisions.

3.2 Waste Disposal

All stallholders must remove and dispose from the Festival site all refuse and litter at and around the stall generated as a result of trading during the Festival. Council or MGF rubbish bins are ONLY provided for public use. Waste water from a stall must be disposed of in drains and NOT on grassed stall sites.

3.3 Waste Oil

Any waste oil needs to be removed from the site by the stall holder. Waste Oil must not be deposited in waste bins.

4 **Packing Up.**

Stallholders must pack up the stall in an orderly and quiet manner and leave the stall site in the condition that it was prior to the stall being erected on Festival day.

5 **Council Directions.**

The stallholder must obey the lawful directions of any municipal council officer charged with the responsibility of overseeing the local laws pertaining to health and other regulations.

6 Alcohol.

Stallholders must not consume alcohol during attendance at the Festival. Public may be given small tastings of alcohol for the purpose of making a sale. Stallholders selling alcohol must have the relevant licenses from the Victorian Liquor Licensing Commission.

7 Food & Beverage Sale.

If selling food or beverages, the stallholder must:-

- 7.1. Strictly observe all requirements under the Public Health Act and local council by-laws concerning the preparation, storage, display and sale of food and beverages.
- 7.2. Ensure that all food complies with all safety regulations having obtained all relevant permits from the proper authorities.
- 7.3. All products for sale must be clearly priced by the use of display cards, or on product packaging.
- 7.4. If stallholders use scales they should be tested and certified.
- 7.5. Ensure you have a copy of your FSP and Food Registration with you at all times at the Festival. Health officers may ask to sight these documents during the event.

Downloads for reference

[Download and print - Introducing Streatrader PDF \(84KB\)](#)

[Download and print - Selling packaged meat from vehicle or stall PDF \(79KB\)](#)

8 Dangerous Goods And Compressed Gasses.

Stallholders shall at all times:

- Keep no more than 1 litre of flammable liquid in an approved container
- Keep no more than two cylinders of LP gas not exceeding 25 litres
- Secure any cylinder of inert gas therein placed to prevent dislodgement.

9 Stallholder Acknowledgements.

The stallholder acknowledges that:

- 9.1 The MGF has complete and unfettered right to allocate the stallholder's Festival stall site.
- 9.2 MGF has complete and unfettered right to use any image of a market or particular stall to promote the Festival generally, whether by printed material, through its website or promotional means.

10 Inspection.

The stall may be inspected at any time by an authorized Council Environmental Health Officer to ensure compliance with legislative requirements. The officer should not be impeded by the stallholder in carrying out their duties.

11 Conditions Of Operation.

These Conditions of Operation may be changed at any time by MGF.

12 Indemnity.

The stallholder must indemnify MGF against all claims, demands, liabilities, losses, damages, costs and expenses incurred in respect of any injury or damage sustained by any person resulting from or arising out of the stallholder's use of the stall in the course of the Festival.

13 Insurances.

Where food and beverages are to be sold at the stall, the stallholder must in respect of their use of the stall effect and keep effected for each and every market a Public Risk Policy in the sum of not less than \$5,000,000 in the form of a Standard Risk Policy covering the stallholder bearing an endorsement agreeing to extend the indemnity under the said policy so far as not already covered to include claims arising out of the indemnity contained in these terms and conditions provided that if there be no standard public risk policy then a Public Risk Policy in the form commonly used shall be sufficient for the purposes of these terms and conditions.

14 Stallholder Conduct.

- 14.1 Stallholders and assistants are required to maintain the highest standards of stall/product presentation, personal appearance, customer service and relations.
- 14.2 Stallholders must wear appropriate clothing including a name badge to ensure customer confidence, and the fulfilling of food hygiene standards.
- 14.3 Stallholders must refrain from smoking anywhere within the Festival site.
- 14.4 Stallholders must not place any goods beyond one metre distance from the front of the stall without prior consent of MGF nor cause obstruction to other stallholders or the general public.
- 14.5 Loud and intrusive selling techniques will not be permitted. Stallholders are not to use any public-address system, or other practices which may cause annoyance to other stallholders and customers.
- 14.6 No raffles or games of chance shall be permitted without the written permission of MGF
- 14.7 No political propaganda or raising of any petitions etc. will be allowed on any stall or other part of the Festival.
- 14.8 Livestock and/or attractions may be brought on to the market site only with the prior consent of both the council and MGF providing the necessary animal movement legislation has been adhered to.

15 Definitions And Interpretation.

In these terms and conditions:

"MGF" means Meeniyar Garlic Festival, a project of Meeniyar Festivals and Events Inc.

"Council" means the municipal council area in which the Festival is conducted.

"Festival" means the Meeniyar Garlic Festival.

"Festival closing time" means 4.00pm of the day of the Festival.

"Festival opening time" means 9.00am on the day of the Festival.

"Stallholder" means the agreed holder of an MGF stallholder's permit.