

FESTIVAL OF W - SCHEDULE 1: TERMS & CONDITIONS FOR STALLHOLDERS

1. Date, Time and Location

- 1.1 Festival of W Festival will take place between 1 July and 16 July 2023. Activations will extend across Wagga Wagga's CBD centre, Victory Memorial Gardens and Civic Centre Precinct.

2. Trading Hours

- 2.1 Vendors are expected to have their stall fully staffed and open for trade on their nominated festival dates.

3. Vendor Site Fees

- 3.1 The fee for a Standard Food Vendor 3m wide x 3m deep stall site located in a dedicated food area is \$200.00 (Inc. of GST).
- 3.2 The fee for a *Wagga Tourism Partner*, Standard Food Vendor 3m wide x 3m deep stall site located in a dedicated food area is \$150.00 (Inc. of GST).
- 3.3 The fee for a Double Food Vendor 6m wide x 3m deep stall site located in a dedicated food area is \$300.00 (Inc. of GST).
- 3.4 The fee for a *Wagga Tourism Partner*, Double Food Vendor 6m wide x 3m deep stall site located in a dedicated food area is \$250.00 (Inc. of GST).
- 3.5 The fee for a Deluxe Hot Food Vendor (Food Truck / Van) 8m wide x 3m deep site located in a dedicated food area is \$400.00 (Inc. of GST)
- 3.6 The fee for a *Wagga Tourism Partner* Deluxe Hot Food Vendor (Food Truck / Van) 8m wide x 3m deep site located in a dedicated food area is \$320.00 (Inc. of GST)
- 3.7 All food and beverage vendors must supply their own power, unless power is arranged prior to the event.
- 3.8 Extra-large sites are available on application.

4. Insurance

- 4.1 Vendors must be in possession of a current non-cancellable public and products liability insurance policy for the duration of the event. This includes the period before and after the event allowing for the preparation, dismantling and removal of all stock and equipment from the festival site.
- 4.2 Festival management recommends that vendors seek advice from their insurer and/or broker as to the type and amount of insurance required, to cover all possible loss and damage to stock, equipment, staff or customers.
- 4.3 A copy of your valid Certificate of Currency or letter from your insurer and/or broker, showing Wagga Wagga City Council (Council) as having an interest in the policy must be submitted along with your application.

5. Indemnity

- 5.1 Vendors participate in the festival at their own risk, and indemnify Council against all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings and any action of any kind. Council accepts no responsibility for damage to vendors' products or equipment, or loss of income arising from theft and breakage, flooding, storm or water, electrical failure and malicious activities.

6. Product Range

- 6.1 Only products described on the application form may be sold at the festival.
- 6.2 Council management reserves the right to request that any additional products (not stipulated at the time of application) be removed from sale.

7. Stall Setup

- 7.1 Vendors must operate within their allocated stall footprint.
- 7.2 Vendors must supply their own power source / generator unless organised with Council prior.
- 7.3 In the case of food trucks, stall measurements must include tow bars, externally opening doors and serving hatches.
- 7.4 If you are using a marquee on your site, you are required to use weights, such as sandbags, to hold it down to avoid it from toppling or blowing away. Strictly no pegs are to be used.
- 7.5 If you arrive at the festival with a larger set up than applied for, you may be asked to leave, forfeiting your fees.
- 7.6 Council management reserves the right to ask vendors to remove displays and signs if they are offensive, hindering the visibility of others stalls or are potentially hazardous to pedestrians.

8. Bump in and Bump Out Times

- 8.1 Vendors will be led by a spotter on foot; vehicles can only travel up to 5km per hour on the festival site.
- 8.2 Hazard lights must be on when vehicles are moving on the festival site.
- 8.3 Only persons actively involved in the installation and demount of stalls, are permitted on the festival footprint during bump-in and bump-out times.'
- 8.4 Successful Food Vendors will be advised of their staggered bump in time
- 8.5 Stalls MUST be set up and ready for operation by 3:30pm on Saturday 8 July

9. Food Stall Registration and Operation

- 9.1 The Food Act NSW (2003) and NSW Food Regulation (2015) regulate the sale of food in NSW. These laws incorporate the provisions of the FSANZ Food Standards Code (the Code). Food stall vendors are bound by the requirements of these standards to ensure that only safe and suitable food is sold for human consumption. Compliance information may be obtained at: www.foodauthority.nsw.gov.au
- 9.2 New 'first-time' **food stall vendors** and **mobile food vending vehicles** (for example trucks, vans and trailers) must register to operate at **temporary events** within the Wagga Wagga Local Government Area with Wagga City Council. Applicants must complete and submit **Part A** and **Part B** of Council's online **Application for Registration - Temporary/Special Event Food Stall** as well as a **Festival of W EOI Application**.
- 9.3 Food stall vendors and who have been issued with prior approval from Wagga City Council to operate a food stall within the Wagga Wagga Local Government Area are required to complete and submit **Part A** of the [online Application for Registration - Temporary/Special Event Food Stall](#) as well as a **Festival of W EOI Application**.
- 9.4 Registered home-based food businesses or commercial kitchens who already have Council approval to operate at **temporary events** within the Wagga Wagga Local Government Area are **only** required to submit a **Festival of W EOI Application**.

- 9.5 Mobile food vending vehicles (for example trucks, vans and trailers) currently registered with Wagga City Council are **only** required to submit a **Festival of W EOI Application**.
- 9.6 If you have any questions about the registration of food stalls or mobile food vending vehicles contact **Council's Environmental Health Officers** on **1300 292 442**.

10. Food and Drink Stall Operations

- 10.1 Environmental Health Officers from Council may attend the festival to monitor food safety and hygiene, and to provide education and support to vendors operating food stalls. For detailed information about safe food handling legislation and practices, visit the NSW Food Authority: www.foodauthority.nsw.gov.au
- 10.2 A [Temporary Event Food Stall Checklist](#) has been developed by Wagga City Council to assist food vendors achieve compliance with food safety requirements in NSW.
- 10.3 Food stall vendors need to have at least **one** trained **Food Safety Supervisor (FSS)** present at their stall during trading. Compliance information may be obtained at www.foodauthority.nsw.gov.au
- 10.4 All food stall vendors need to display a copy of their Temporary/Special Event Food Stall Registration within their stall.
- 10.5 The food stall is to be occupied by the person registered on the application form. Stalls may not be on-sold, sub-let or transferred in any way.
- 10.6 Food stall vendors using deep fryers must have a current tagged as tested dry chemical powder extinguisher.
- 10.7 Vendors agree to wipe down the trestle table and remove and take away all of their own back-of-house waste and dispose of it correctly.
- 10.8 Vendors are required to take liquids – cooking oil and fats away from the festival site and dispose of them in an environmentally appropriate manner. Cooking oil and fats must **not** be poured down drains or onto the concrete or ground.
- 10.9 Vendors will be charged a clean-up and waste disposal fee if any waste, liquids or back-of house waste is left on site.
- 10.10 All alcohol stall staff must have a current responsible service of alcohol (RSA) card on their person during the event.
- 10.11 All alcohol vendors must display appropriate signage as per licensing requests.

11. Power Requirements

- 11.1 Vendors must supply their own generator or power source to operate their stall, unless arranged with Council prior.
- 11.2 To ensure the quality and safety of the festival power supply, compliance with the following is required:
- (a) Double adaptors, international converters and adaptors are **not** allowed.
 - (b) Vendors must provide their own commercial grade portable power boards with residual-current **circuit breakers** in-line with *Work Health and Safety Regulation (2017)*.
 - (c) Vendors must provide their own heavy-duty power extension leads for distribution of power from their outlets within their stall.
 - (e) All commercial grade portable power boards, heavy-duty power extension leads, electrical appliances and equipment **must** be tagged as tested in-line with *Work Health and Safety Regulation (2017)*.
 - (f) Only valid and current tagged as tested commercial grade portable power boards, heavy-duty extension leads, electrical appliances and equipment will be connected to the festival power supply.
 - (g) At all times vendors are required to run extension leads overhead or securely fix leads to the ground to minimise trip hazards.

- (h) Any heavy-duty power leads found in non-approved power outlets will be removed.
- (i) Vendors are responsible for supplying rubber matting, tape and zip ties etc. to ensure that all power extension leads are securely fixed within the footprint of their stall.
- (j) Vendors must comply with *Work Health and Safety Act (2011)* and *Work Health and Safety Regulation (2017)*. Compliance information may be obtained at: www.safework.nsw.gov.au/law-and-policy/legislation-and-codes

- 11.3 In the interest of public safety, Council, reserves the right to direct vendors to remove electrical appliances and/or equipment from the site if they deem it unsafe or inappropriate.
- 11.4 Festival management accepts no responsibility for vendors overdrawing their power supply and tripping out their electrical appliances and/or equipment.
- 11.5 Vendors must supply their own portable lights to ensure they can operate their stall safely at night.
- 11.6 Additional lighting and sound systems, including amplified music are not permitted without prior written approval from festival management.

12. Work Health Safety

- 12.1 Vendors have an obligation under the *Work Health Safety Act (2011)* and *Work Health Safety and Regulation (2017)* to manage and oversee the work health and safety aspects of the operation of their stalls. Compliance information may be obtained at: www.safework.nsw.gov.au
- 12.2 Vendors must take and maintain Workers Compensation Insurance when required by legislation.
- 12.3 Under the *Work Health Safety Act (2011)* vendors must ensure the safe use of gas cylinders and gas appliances. Vendors must have tagged and tested fire safety equipment on site (e.g. suitable fire extinguisher and fire blanket). Compliance information may be obtained at: www.safework.nsw.gov.au
- 12.4 Vendors are required to meet *Australian Standards AS/NZS 1596 – The Storage & Handling of LP Gas*.
- 12.5 Stallholders must fill out and complete a '**Festival of W Risk Assessment Worksheet**' and submit it along with their online application form and Certificate of Currency.

13. Risk Management and Safety

- 13.1 Vendors must take reasonable care to avoid causing injury, loss or damage to themselves or to other persons or property.
- 13.2 Vendors are encouraged to use a hand trolley to transport stock and equipment on and off the festival site to avoid manual handling issues. NOTE: Vendors must supply their own hand trolley.
- 13.3 Vendors will need to provide all the appliances, plant and equipment that they require to run their stall. In the interest of public safety, Council, reserves the right to direct vendors to remove appliances and/or plant and equipment from the site if they are deemed to be unsafe or inappropriate.
- 13.4 Cooking appliances and/or equipment used by vendors to prepare cook and serve food (signage, sharp knives, hot water urns, hot plates and BBQ etc.) must be kept behind the trestle table provided and out-of-the-reach of the public.
- 13.5 Vendors are required to store all their loose stock at the back of their stall in order to minimise trip hazards.

- 13.6 Vendors are encouraged to wear protective hats that shade the face, neck and ears and apply sunscreen as well as drink plenty of water to avoid sunburn and dehydration. (if applicable)
- 13.7 Vendors are not permitted to keep animals (except guide dogs) on site during the event.

14. Environmental Management

- 14.1 Council is committed to addressing waste management proactively and strives to ensure environmentally sustainable practices are implemented at the festival, including by its vendors.
- 14.2 In 2019, Council is banning the use of all **single-use plastic items by vendors** – this means **balloons, plastic water bottles, plastic straws, plastic cups, plastic cutlery, plastic containers and plastic shopping bags** will be banned from the festival footprint.
- 14.3 As festival management **moves to remove single-use plastic usage** from the event, vendors are encouraged to provide biodegradable and compostable catering ware, packaging and utensils only.
- 14.4 Fully biodegradable and compostable catering ware, packaging and utensils are available for immediate online purchase from a number of companies such as [Green Pack](#), [Bio Pak](#) and [Vegware](#).
- 14.5 Council provides clearly signed and colour coded waste collection stations strategically placed across the festival site. Red-capped bins are for general waste and yellow-capped bins are for recycling.

15. Security

- 15.1 Council recommends that vendors secure their sites at all times and remove valuables and cash floats from their stalls if left unattended.

16. Weather

- 16.1 Vendors must be equipped and prepared to trade in all-weather conditions.
- 16.2 The festival will not be cancelled except in extreme circumstances.
- 16.3 With the discretion of Council and as per the festival's contingency plan, in the event of poor weather the event will be cancelled. Vendors will be contacted via the details on their application to advise if this plan is to be implemented.
- 16.4 The decision to close the festival rests with Council.
- 16.5 Council does not accept any liability for inclement weather and will not refund fees if the festival is cancelled due to adverse weather conditions.

17. Marketing

- 17.1 Vendors consent to Council taking images and recordings of the vendor and their stall during and after the festival, for promotion and reporting of the festival in the media for both printed and online publications.