

Pinjarra Festival

Terms and Conditions 2024

Stall and Trading Conditions

- Market stalls are offered in 4m x 4m sizes, (e.g. 1 stall = 4m x 4m, 2 stalls = 4m x 8m). It is essential that stallholders accurately assess the space required. Failure to advise correct size could result in the stallholder not being allowed to trade at the festival
- For those who are not in market stalls, the area requested must include the total length, height and width of your vehicle or marquee (when fully erected) and any additional apparatus required (e.g. tow bars, other display items)
- No additional space will be available at the event
- Stallholders found to be using more than the approved area will be asked to remove all or part of their stall to comply
- Stallholders must arrive to set up in the allocated time advised by the Shire of Murray. If you do not arrive to setup in the allocated time, the Shire of Murray may deny access to the event. If you do not arrive to set up in the allocated time and are denied setup on the day, no refunds will be given
- All stalls that require electrical and environmental health inspection must be set up no later than 8:00am each day
- Stallholders must trade for the full duration of the event
- Operators must be present both days (unless prior arrangements have been made with Shire of Murray officials)
- The stall area must be kept clean and tidy and safe (hazard free) – please pay particular attention to tripping and slipping hazards
- The cost of all food, drinks and products must be clearly displayed
- You must not unreasonably interfere with or disturb/annoy other stallholders or visitors at the event
- All stock should be removed at the end of each day (stock remaining at the site remains the responsibility of the stallholder)
- The approval is not transferable to any other person and stallholders are not permitted to share, sublease or assign a site to another stallholder or third party
- Any damage caused by a stallholder to the site or elsewhere shall be made good, by, and at the expense of the stallholder
- Pinjarra Festival is well promoted via various media channels, however we cannot take any responsibility for the level of sales that a food vendor may achieve
- We welcome your business display Pinjarra Festival posters at other events, share our social media pages and tag us in yours. ***Please do not create another Pinjarra Festival event page within your business page but rather share directly from Shire of Murray, Pinjarra Festival or Murray Community Events Facebook pages**

Fees

- Please do not pay any fees when submitting your application form
- Details on how to pay for your stall will be send once the application is accepted.
- All stall holder fees must be paid in full 7 days prior to event

Products for sale

- Market stall holders providing packaged food will need to forward a copy of their Food Business registration from their relevant Council

- Merchandise not listed on the stallholder application form will not be accepted for sale at the event
- Sale prices for listed items must be in accordance with the stallholder application form
- Stallholders are not permitted to sell or display offensive, illegal, prohibited, counterfeit or unauthorised goods including goods bearing trademarks for which the stallholder does not have a license to sell or goods bearing registered trademarks, which are not genuine products. Items and services of an 'adult' nature which are not suitable in a public place, items associated with the illegal use of drugs, items not in accordance with the relevant Australian Standards; any item which may impose a threat to the health and wellbeing of anyone or other items that in the opinion of the Shire of Murray organisers are unsuitable for the event
- If, in the opinion of the Event Coordinator, the goods are deemed inappropriate for a public festival, the applicant must remove those goods
- Food products not listed on the stallholder application form will not be accepted for sale at the event

Structures, Equipment and Vehicles

- The Pinjarra Festival is outdoors and therefore your own food van and/or marquee is essential, with no ground pegs permitted. Sandbags or water containers only to be used
- Tables, chairs, marquees for the stall are to be provided by the vendor
- Under no circumstances are vehicles permitted on the grassed areas of the Edenvale Heritage Precinct
- Under no circumstances can vehicles be moved within the festival grounds or road closures during trading times of the festival
- Food vendors and stallholders are not permitted to park in or behind the marquees during the festival, only during set up and pull down
- If the Event Coordinator determines your structure or display to be unsafe in any way it must be rectified immediately with all costs borne by the stallholder, or the Event Coordinator has the right to request the stallholder to leave

Electrical and Gas Compliance

- An electrician will be onsite to ensure the electrical compliance of all stallholders. Please note any work required by the electrician to tag your equipment will be charged to you directly
- Stallholders must supply their own power leads. No additional power leads will be available at the event. For food operators with specialist power needs please highlight this on the application form for special consideration
- All electrical appliances, equipment and leads must be tagged by a certified electrician and tags must be in date
- In date safety tags must be attached before connecting to the power supply and the safety tag must remain on the appliance at all times. You must not connect yourself to power
- 10 and 15amp outlets may be available upon request and will be charged. The fees are detailed on the application form. You may not overload your line with power boards or adapters beyond the 15-amp service limit. If you ignore this rule and overload the circuit to the detriment of other stallholders, you will be disconnected without further notice
- All food stallholders are required to bring a 15amp power lead up to 25m
- Petrol or diesel generators are strictly prohibited and will not be permitted on site without prior approval from the event organiser
- No electrical leads are to be left on the ground

- All electrical cords and cables must be secured/covered or placed overhead so as not to create a hazard
- All gas and LPG bottles are to be in date and inspected
- All gas installations and other gas work must be performed by a licensed gas fitter. Gas fitters must be able to produce a valid licence on request and provide you with a gas certificate of compliance after the completion of any gas work
- Additional electrical compliance forms will be sent out to successful stallholders prior to the event - these must be completed and provided to the electrician at his request
- Stallholders that do not comply may not be approved for future events within the Shire of Murray

Food Stallholders and Water Provision

- All food stallholders, vendors and operators must supply a copy of the Food Act Registration Certificate from their Local Government
- All food stallholders, vendors and operators will be required to comply with the Environmental Health Requirements for Temporary Food Premises, the Food Act 2008, the Food Safety Standards and the Department of Water and Environmental Regulation WA Plastics Ban at the event
- All food stallholders, vendors and operators will be responsible for providing their own van and all requirements necessary for operation including water
- Food stallholders have the option to provide their own silenced generator for power consumption (if it is in-built into the van) with prior approval from the event organiser
- No water supply is available at the event for any stallholder, food or amusement operator
- As part of our Healthway sponsorship funding, all vendors will be required to remove sugary drinks from display
- Sugary drinks may be listed on a menu board; text only, no graphics/images
- Sugary drinks in a display fridge and esky need to be out of sight

COVID-19

- There are currently no declarations in place relating to COVID-19 in Western Australia. However, a temporary COVID-19 Declaration can be made by the State Emergency Coordinator if COVID-19 escalates and public health and social measures are needed to protect the community.

Legislative Requirements

- Stallholders will comply in all respects with requirements of all Government, Local Authority and Statutory Bodies during the event
- Stallholders will comply with the relevant laws relating to the products/services sold or displayed at your stall
- Stallholders selling licensed products (i.e. those that require a royalty to be paid to the licensee of the character/product) must have the appropriate license to sell the products in WA, as provided by the wholesaler/distributor

Photography

- Any photographs or images taken of your stall and/or staff at the event will remain the property of the Shire of Murray and the Shire reserves the right to use these images for future promotion of the event

Cancellations/Refunds

- Applications may be withdrawn prior to Wednesday 24 May, 2023
- Cancellation after this date will result in no refund being provided
- The Shire of Murray will not refund any stallholder application fee as a result of:

- The stallholder failing to appear at the event
- Non-compliance with the information and conditions of the event
- Any stallholder failing to pay their invoice by the due date or prior to the event may be denied access to their site

Volunteers

- Our volunteers are issued vouchers for use for food and beverages over the festival weekend
- Vouchers may be redeemed after the festival by collating them and sending them with an invoice to the Shire of Murray, no later than 14 days after the event
- Please mark clearly on the back of each voucher purchase price

Insurance

- Vendors must have their own public liability insurance for an amount not less than \$10,000,000 (ten million dollars) for any one event; covering against any occurrence attributable to the activities of any persons for whom they are directly responsible for injury to any third party, once your application is accepted you will receive an email notification requesting a copy
- It is the responsibility of each market stallholder to ensure they hold the appropriate insurances to cover themselves, their staff and their goods on the day and under no circumstances will the Shire of Murray be held liable for any harm, loss or damage suffered. The Shire of Murray specifically disclaims any responsibility for any harm, loss or damage that may occur to exhibitor's goods, staff or displays

Rubbish Disposal

- Bins will be provided by the Shire of Murray for waste disposal. It is the stallholder's responsibility to dispose of or remove any rubbish and ensure that the stall area is kept clean and tidy
- Large boxes and packaging are not to be disposed of on site. Stallholders are responsible for removing these items

Accidents, Incidents and Risk

- The stallholder must take full responsibility at all times for their food van, market stall, goods and equipment and allocated area. The Shire will not be liable for any theft, damage or loss of cash, personal effects, merchandise or any other goods
- The stallholder must make all efforts to eliminate hazards that might injure/harm you or visitors to your stall
- It is the responsibility of each stallholder to promptly report to the onsite Event Officer any incidents including:
 - Anti-social behaviour
 - Lost children
 - Property damage
 - Illness, accident or injury (to yourself or to patrons)
 - Any other issue raising concern for health, safety and security of stallholders or the public

General

- Acceptance of stallholder applications and allocation of sites and performances will be at the final and absolute discretion of the Shire of Murray
- The Shire will aim to limit duplication of products or services and therefore may choose not to accept stallholders or participant on this basis
- When assessing stallholder applications, preference will be given to Shire of Murray

residing applicants where possible and suppliers who offer a variety of items that provide an element of difference, promote local produce, products or are produced locally

- Sponsors will be engaged and no products or actions will be allowable that oppose the sponsor's product or their image
- Stallholder positions will be determined by the Shire of Murray organisers, considering appropriate groupings of stallholders and other relevant requirements
- Please note no smoking is permitted as this is a Smoke Free Event and consumption of alcohol will be in designated or licensed areas only
- Failure to comply with any of these requirements may result in the stallholder being asked to leave the festival and the Shire of Murray not accepting any future applications
- **Please note that by completing an application you are entering into a contract with the Shire of Murray should you be successful - Any breach may result in the revocation of the approval and require me to vacate the event**