

STALL DEFINITIONS

Note: Not all stall types are available at all events.

FOOD

Any item proposed for and/or sold at the event with the expectation of immediate human consumption and which is either prepared on site or prepared offsite and brought to the event pre-packaged.

PRODUCE STALL

Any food item proposed for and/or sold without the expectation of immediate human consumption at the event and which is prepared offsite and brought to the event pre-packaged. Also Includes pancakes/poffertjes, ice cream, hot soups/stews.

BEVERAGES

Any hot or cold non-alcoholic beverage item whether made on site or pre-packaged. Examples include coffee, soft drink, water and shaved ice.

ALCOHOLIC BEVERAGE (beer or wine)

Any alcoholic beer or wine beverage item. Special conditions apply.

All alcoholic beverage stall must provide RSA trained staff and evidence of current certificates/cards must be forwarded to Maitland Events no less than two weeks prior to the event.

Alcoholic beverages are only to be served from the official tasting glasses for each event. Where stallholders are provided with official tasting glasses to sell, stallholders will be required to reimburse Maitland Events for all glasses sold.

CHOCOLATE, CAKE & PASTRIES (specific to Aroma)

Any primarily food item proposed for and/or sold with the expectation of immediate human consumption at the event and which is either prepared on site or prepared offsite and brought to the event.

GENERAL STALL Any item which does not fall into any other category.



Maitland Events

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Stallholder

TERMS AND CONDITIONS

2016/2017



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Maitland Events is the events section of Maitland City Council.

Applications must be made in advance and will be accepted up until 5.00pm 7 working days prior to the event date unless sold out beforehand. Due to regulations regarding submission of insurance information, no applications can be processed after this date. Under no circumstances can applications be accepted on the days of the event.

The submission of an application does not guarantee the allocation of a stall site or inclusion. Maitland Events unconditionally reserves the right to consider and determine all applications and the decision will be final and binding.

Allocation of stall sites will be at the sole discretion of Maitland Events and no guarantee of site location can be made.

Unless otherwise indicated on the application form, all stallholders are responsible for the provision of their own stall.

All stalls must remain within the boundaries of the site allocated.

All stalls must be in position, completed and occupied by the hours nominated in the specific event documentation. Any stall not in possession in accordance with these requirements will become available for other stallholders as determined by Maitland Events.

Stallholder must ensure that their site is staffed during event hours unless otherwise agreed. No stall shall be removed during event hours.

Stallholder must ensure their marquee is weighted down at all times, with at least a 10kg weight per leg.

For all events where stall signage is provided it must be utilised and remains the property of Maitland Events.

Stallholders shall not let, or part with, the site space allocated, or any part thereof, to any other business, third party or person without the prior written permission of Maitland Events.

A complete list of products to be sold must be provided with the application and no other items may be sold without written permission from Maitland Events.

No vehicles may be left on site during event hours, or used as part of the stall, without the written permission of Maitland Events. All vehicle movement must be undertaken as per the relevant vehicle movement plan (VMP) that may be in place. Any loads moved to and from or around the event area must be secured.

No responsibility will be taken by Maitland Events for delays in delivery of documentation.

UTILITIES

Where utilities are booked and confirmed stallholders are required to supply their own extension leads and hoses for connection to booked services. A minimum of a 25 metre tagged electrical lead will be required where applicable. All stallholders must use electrical leads that are rated for outdoors and using more than one electrical extension lead (that is joining two or more together) is not permitted without prior authorisation of Maitland Events.

All electrical items including electrical leads must have current inspection tag that is within 12 months of the event date. The inspection tag as per current legislation must contain the following information; name of the person carrying out the testing, date of the testing, outcome of testing, date on which next testing must be carried out.

All electrical items are to be inspected by the stall owner or supervisor prior to use to determine any visible damage to leads and/or electrical items. Electrical extension leads that do not have a current tag or have signs of damage to the plugs, lead cover etc. will not be allowed to be used. The use of tape to cover a break in the cover of the lead will not be accepted by Maitland Events.

The stall owner must either supply the register or report from the competent person who tested the electrical equipment that is being used at the site. If these are not available then the stall owner must complete the details of testing and tagging in the space provided on the event application form.

The inclusion of utilities and payment for these does not guarantee their availability. Applicants will be advised whether utilities are available following receipt of applications and allocation of sites.

INSURANCE AND SAFETY

Stallholders are required to have a minimum of \$20 million Public Liability & Products Liability insurance with Maitland City Council noted for Principals Liability for each event. Stallholders must also have Workers Compensation and any other insurance deemed appropriate. Maitland Events (Maitland City Council) will not accept any liability. Copies of Public Liability & Products Liability Insurance cover are to be submitted with this application.

No application will be processed without this documentation.

All stallholders must comply with all statutory requirements regarding Workplace Health and Safety including having all machinery and equipment comply with such requirements. Flammable materials must be stored in accordance with such requirements in a safe and proper manner. Chemicals deemed as hazardous including gas bottles and bulk chemicals, must have a material safety data sheet (MSDS) available on site. All chemicals must be stored securely.

Stallholders and associated persons must follow the directions of Maitland Events representatives regarding safety guidelines implemented by Maitland Events.

Any operation of equipment, mobile plant, and vehicles that potentially could affect other stallholders and associated personnel or members of the public must be undertaken by a person deemed competent.

CANCELLATION

Fees will not be refunded in the event of inclement weather or cancellation of the event through an emergency or any other cause not within the control of Maitland Events. A cancellation fee equal to 75% of the stall site fee including GST will be levied on cancellations from 45 working days up to and including 15 working days prior to the event. Fees will be forfeited within 14 working days from the event.



SPECIAL REQUIREMENTS FOR FOOD, PRODUCE AND BEVERAGE STALLHOLDERS

Food, produce and beverage stallholders are also required to:

- Meet the requirements of the temporary events guidelines or the Code for food vending vehicles, Food Act 2003, Food Regulation 2004 and the Food Safety Standards. Ensure you are familiar with these requirements as Council's Environmental Health Officers undertake routine inspections of events and is authorised to issue any necessary directions/take enforcement action. Any variations are to be approved in writing beforehand.
- Notify the food business to the NSW Food Authority (foodauthority.nsw.gov.au/industry/food-standards-andrequirements/business-notification/)
- Hold a temporary food business annual approval to operate certificate, issued by Maitland City Council, current for the period 1 July 2016 – 30 June 2017. The application fee currently \$130 is to be paid at the time the application is lodged. The same approval covers any approved event you attend in the Maitland City Council area during this period.
- Application forms are available on council's website or by contacting Council's customer service section on 4934 9700. Any enquiries regarding the approval to operate and food safety should be directed to Council's Environmental Health officers.
- A Food Safety supervisor is to be appointed (if required) and a copy of the certificate is to be provided with your application (foodauthority.nsw.gov.au/industry/fss-food-safety-supervisors/).
- Ensure all pre-packed foods meet the packaging and labelling requirements of the Australia New Zealand Food Standards Code, chapter 1 General Food Standards, part 1.2 Labelling and other information requirements (foodstandards.gov.au/foodstandards/foodstandardscode.cfm).
- Submit a copy of the approval to operate with the application.
- Food, produce and beverage stalls are required to pay a \$110 including GST cleaning deposit for all sites within these categories. If at the end of the event your site is left in the same condition it was found, the deposit will be refunded within 15 working days. The cleaning deposit may be retained if your site requires cleaning and this may include, but is not limited to, appropriate rubbish disposal, removal of food scraps as well as specialist cleaning of marks or stains left from oil or other substances. Should cleaning costs be greater than the \$110.00 deposit, Maitland City Council will issue you with an invoice for the additional charges.
- Check the event application form to obtain the Temporary Event Notification Reference Number.
- Maitland Events will conduct random inspections of sites and those not complying with stallholder terms and conditions will be closed down.
- Stallholders shall be bound by the Maitland Events terms and conditions outlined in this document. Stallholders not abiding by these terms and conditions will not be permitted to remain on site.