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COLLECTOR VILLAGE PUMPKIN FESTIVAL STALLHOLDER TERMS AND CONDITIONS

Updated: 01 January 2019

1. GENERAL MARKET INFORMATION

- 1.1. The Collector Village Pumpkin Festival (CVPF) has been running since 2003 in the Collector Village of NSW.
- 1.2. The CVPF takes place on the first Sunday in May each year.
- 1.3. The CVPF attracts around 14,000 people year.
- 1.4. The CVPF is a country festival with a focus on pumpkins, Australian and handmade goods.
- 1.5. The CVPF is run by volunteers with profits returned to local community projects.

2. DEFINITIONS

- 2.1. "**President**" means the President of the CVPF Committee or their authorised deputy.
- 2.2. "**Committee**" means the organising Committee of the CVPF, including the President.
- 2.3. "**Stallholder Manager**" means the person authorised by the President to manage matters relating to Stallholders.
- 2.4. "**Stallholder**" means the person who submits/signs the Application Form and any person who is present to set up, run, and pack up the stall or site for the CVPF.
- 2.5. "**Site**" means a numbered area within the CVPF allocated by the Committee for Stallholders to display/sell products and services within the CVPF.

3. HOURS OF OPERATION

- 3.1. The CVPF operates from 10:00am until 4:00pm on the CVPF day.
- 3.2. Stallholders must set up between 7:00am and 9:00am on CVPF day. Stallholders can set up the day before at their own risk.
- 3.3. The Stallholder must not dismantle their own stall or pack up their site before 4:00pm on the CVPF day without the permission of the Stallholder Manager.

4. SITE BOOKINGS, FEES AND OPERATIONS

- 4.1. All applications to be a Stallholder must be made via the CVPF Stallholder Application form available on the CVPF website (<http://collectorpumpkinfestival.com.au>).
- 4.2. Stallholders must submit an application using the online form before 19 January 2019. After that date, applications will only be accepted if the CVPF has un-allocated sites.
- 4.3. Five types of stall sites are available

Size	Type	Cost
2.4m x 2.4m	Tent provided by CVPF Includes: 3 tables provided with entrance from the rear.	\$130
3m x 3m	Own marquee	\$150
3m x 3m	Food van (where food/drinks are served directly from the vehicle)	\$150
6m x 3m	Own marquee	\$200
6m x 3m	Food van (where food/drinks are served directly from the vehicle)	\$200
Power	Power is only available on designed sites and is limited to a max of 2 per site. Power is supplied by generators. Price per power point.	\$30

- 4.4. Limited 6m x 3m sites are available. Power is limited and restricted to only those sites listed.
- 4.5. Stall categories are:
 - Food Stall
 - Market Stall
- 4.6. Stallholder parking is available in dedicated Stallholder parking areas.
- 4.7. No parking is permitted behind their stalls, due to the layout of the festival and the need to respect and protect areas of the Collector village. Stallholders will need to indicate at time of application if parking behind their stall is required. Best efforts will be made to accommodate requests however not all requests for parking behind stalls will be able to be met.

- 4.8. The Committee reserves the right to make changes to the CVPF layout and positions of stalls at any time.
- 4.9. Site allocations will be at the discretion of the Committee and can be changed at any time.
- 4.10. The Committee reserves the right to refuse any application.
- 4.11. Site bookings are not transferrable to another Stallholder.
- 4.12. All stall holders give their consent for images of them, their products and their stall to be used for promotional purposes by the CVPF, in printed materials, on the CVPF websites, social media or in other publicity.
- 4.13. A Stallholder who provides food and beverages must comply with any applicable laws and regulations governing their activities, especially concerning public health and safety. For further information about food safety requirements, please visit the Upper Lachlan Shire Council website/Temporary Food Premises Information Sheet.
(<http://www.upperlachlan.nsw.gov.au/sites/upperlachlan/files/public/images/documents/upperlachlan/Planning/Temporary%20Food%20Premise%20Information%20Sheet.pdf>).
- 4.14. The Stallholders must comply with any applicable laws or regulations governing their activities, especially, but not limited to, erection of structures and displays, demonstration and sales of machinery and demonstration and sales of other products.
- 4.15. The Stallholders shall leave their site in a clean and tidy condition at the end of the market.
- 4.16. The Stallholder must completely vacate the site including removal of any rubbish, goods and equipment by 7:00pm on the day of the CVPF.
- 4.17. The Stallholder must not sell weapons, hazardous substances and dangerous goods.
- 4.18. The Stallholder must not extend their stall beyond the limits of their allocated site or erect barriers to prevent free and uninterrupted passage of the public between stalls.
- 4.19. The Stallholder must not erect or place any display sign or barrier or vehicle or goods or other impediments in such a manner as to cause inconvenience to another Stallholder.
- 4.20. The Stallholder must not sub-let their stall.
- 4.21. The Stallholder must not conduct any game of chance or raffle where tickets are sold without written permission from the Stallholder Manager.
- 4.22. The Stallholder must not paint or mark or damage in any way property they do not own.

- 4.23. The Stallholder and any person associated with them must not hand out printed matter at the gates, in the car parks and in the CVPF area. All forms of promotion are to remain within the confines of the Stallholder's allocated site.
- 4.24. The Stallholder must not sell, canvass or hawk goods in any part of the CVPF area except on their allocated site.
- 4.25. The Stallholder Manager may close a Stallholder's site for failing to comply the CVPF Stallholder Terms and Conditions.
- 4.26. The Committee may remove any article, sign, picture, printed matter, or side-show which, in their opinion, may be a cause of offence to the public or themselves.
- 4.27. The Committee shall not be liable for any loss or damage whatsoever to the Stallholder's property or property hired by the Stallholder, irrespective of the cause, including but not limited to damage to electrical equipment due to power fluctuations or failure.

5. PROMOTION OF THE PUMPKIN THEME

- 5.1. The promotion of Pumpkin themed products during the CVPF is encouraged. Visitors ask for Stallholders with pumpkin food and pumpkin themed products.
- 5.2. Stallholders are encouraged to advise the CVPF committee by email or social media of their Pumpkin themed products to enable promotion on the CVPF social media sites and on the website.

6. WASTE WISE - ENVIRONMENTALLY FRIENDLY EVENT

- 6.1. The CVPF are strongly promoting a Waste-Wise festival with the aim of reducing its environmental impact by avoiding waste and recovering resources.
- 6.2. Stallholders are encouraged to actively participate. Stallholders who do not adopt the Waste-Wise requirements risk not being accepted for future festivals.
- 6.3. Stallholders are required to use environmentally friendly packaging without comprising public health and safe food handling procedures by
 - avoiding single use plastic bags, plastic containers, or plastic straws;
 - reducing packaging of all products;
 - using recyclable, biodegradable, or compostable packaging.
- 6.4. The CVPF will strongly be promoting a Waste Wise festival with the aim to reduce the environmental impact the festival.

7. CANCELLATIONS AND NON-ATTENDANCE

- 7.1. The Stallholder must ensure that any notice of cancellation is received in writing (collectorpumpkinfestival@gmail.com) by the Stallholder Manager a minimum of seven (7) days prior to the day of the CVPF.
- 7.2. This means that no refund will be given for cancellations received on or after 27 April 2019.
- 7.3. The Stallholder is not entitled to a refund where no notice of cancellation is received by the Stallholder Manager and the Stallholder does not attend the CVPF.
- 7.4. If the Committee finds it necessary or expedient to cancel or postpone the CVPF, this Contract shall cease to operate upon notice to that effect being served on the Stallholder at the email address mentioned in the records of the Committee. The contract will not cease if the Stallholder agrees to participate in the CVPF if held at a postponed date.

8. VEHICLES AND VEHICLE MOVEMENT

- 8.1. The Stallholder **must not move any vehicle** in the CVPF area between 9:00am and 4:15pm on CVPF day.
- 8.2. All Stallholder vehicles must be parked in designated Stallholder parking by 9:00am.
- 8.3. All Stallholders must be setup 9:30am on the CVPF day.

9. PUBLIC LIABILITY INSURANCE

- 9.1. The Stallholder must have a current Public Liability insurance policy with a minimum cover of \$10 million which covers their involvement at the CVPF.
- 9.2. A copy of Certificate of Currency must be provided to the Stallholder Manager upon acceptance of stallholder application. The Stallholder Manager may also request a copy at another time.

10. CONDUCT OF STALLHOLDERS

- 10.1. The Stallholder must not use loudspeakers or equipment which produces excessive noise or which causes annoyance to other Stallholders or the general public and they must comply with a request from the Stallholder Manager to attenuate any noise.
- 10.2. The Stallholder must conduct themselves in an orderly and respectful manner at all times while they are in the CVPF area.

- 10.3. The President or Stallholder Manager reserves the right to ask any Stallholder, their assistants, or a member of the public to leave the market immediately following an unresolved incident of aggressive, abusive or nuisance behaviour.
- 10.4. The decision of the President or Stallholder Manager to ask a person to leave the market in response to a complaint will be final.

11. COMPLAINTS PROCEDURE

- 11.1. Any complaint about the behaviour of a Stallholder, or unresolved dispute between Stallholders', their assistants, or a member of the public, must be brought to the attention of the Stallholder Manager immediately.
- 11.2. The decision of the member of President or Stallholder Manager in resolving the dispute will be final.
- 11.3. Any complaint about the President or Stallholder Manager or the decisions of the Committee should be raised with the Committee.
- 11.4. Complaints of any nature that remain unresolved by the CVPF by the Committee can be referred in writing to collectorpumpkinfestival@gmail.com.

12. STALLHOLDER CONSENT

- 12.1. It is a condition of this market that every Stallholder consents to these rules and regulations and legal requirements.
- 12.2. The Stallholder consent remains inforce until cancelled by the Stallholder in writing, even if the rules and guidelines are modified from time to time.
- 12.3. An online site application, payment of the site fees to the CVPF or an email from the Stallholder constitutes acceptance of these conditions.