

# STALLHOLDERS TERMS AND CONDITIONS

All stallholders that are willing to participate in this event must agree and abide by the Terms and Conditions listed below:

## 1. STALLHOLDER SELECTION & RESPONSIBILITIES

- 1.1. The Council's panel reserves the right to reject any stall application it considers inappropriate.
- 1.2. To ensure the quality and diversity of its events, Council applies criteria for the selection of stallholders. Council reserves the right to refuse applications, regardless of the date the application is lodged. Priority is NOT given on a first-in-first-served basis.
- 1.3. Stallholder selection criteria are based on quality, variety, presentation, product suitability and environmental sustainability of your product. Preference is given, where possible, to local businesses, organisations and vendors in accordance with Fairfield City Council's local procurement policy.
- 1.4. Council attempts to avoid duplications of products sold. Non-acceptance is not always a reflection on your quality.
- 1.5. The panel's decision on stall selection and location of stalls is final. No correspondence will be entered into.
- 1.6. No stallholders are permitted which conflict with official sponsors or event partners of Fairfield City Council, and to try to avoid this every product sold MUST be listed on your application. Council staff has the right to ask you to cease sales if you are selling items not listed on your application form. Rangers attend this event and your designated Stall Coordinator will be cross checking the items listed on your application.
- 1.7. Activities that are not permitted by stallholders, include but are not limited to:
  - Distribution of flyers, brochures or business cards from outside the designated stall;
  - Distribution of promotional/advertising material from outside the designated stall;
  - Distribution of balloons, stickers or any similar branded merchandise which may adversely affect the environment by noise, land, air or water pollution;
  - Placement of tables, chairs, umbrellas, barricades or other equipment outside or adjacent to the designated stall boundary;
  - Third-party signage, promotions, merchandise, advertising or competitions (external and internal);
  - Sale of alcoholic beverages of any kind. No external advertising is permitted; no third party advertising is permitted. Certain bans apply including tobacco, gaming and alcohol advertising, fixed advertising, flyer distribution and advertising involving the use of dyes on the grass.
  - Please note that ONLY authentic brand items will be allowed to be sold. Products that infringe copyright laws or other intellectual property rights are NOT acceptable at the Festival. If you are selling brand items please list below. Fines/damages for copyright and other intellectual property infringement can be very substantial. This is YOUR responsibility.

- 1.8. Stallholders acknowledge that Council is not responsible for cancellation of the event due to bad weather or unforeseen circumstances on the scheduled date and that hiring fees are not refundable.
- 1.9. Dangerous, offensive or harmful merchandise including silly string and replica guns are banned. Stallholders must not display in public view any material which is defamatory, insults, makes personal reflections on or imputes improper motives to any other person. Council reserves the right to ask you to cease trading and request that you leave the event in the case of any failure to comply with these or any other conditions set for the stallholder.
- 1.10. The stallholder must trade inside the allocated stall area and may not move their stall from the allocated site. NO OPERATIONS (including walkabouts and handouts) ARE PERMITTED OUTSIDE THE STALL AREA.
- 1.11. Stallholders must ensure that their stalls are decorated to a high standard. Banners, signage and visuals are all encouraged, however, must be placed in a safe manner and not pose trip or hazard risks. Do not invade the space of your fellow exhibitors. You MUST NOT inhibit access to surrounding stalls.
- 1.12. Stallholders must provide your own seating.
- 1.13. Spruiking, microphones and sound amplifications is not permitted.
- 1.14. Council reserves the right to photograph all stalls, activities and entertainment. This is required for safety records and future promotion of the event.
- 1.15. Under NO circumstances may stall sites be sub-let.
- 1.16. Stallholders can only apply for a maximum of two (2) stalls (a double stall) and must remain in the one location. There will be NO split locations. Sponsors have special considerations and are allowed to have split locations. If you do require additional space, you must contact the Major Events Team on (02) 9725 0288 or email [events@fairfieldcity.nsw.gov.au](mailto:events@fairfieldcity.nsw.gov.au) Requests, e.g. for additional space may not be met.
- 1.17. Stallholders should understand placement may be changed at the last minute due to unforeseen circumstances. This situation is not negotiable.
- 1.18. Your Marquee must be Certified for Structure, Fire and Wind. If your Marquee is not Extreme, Canopy Outdoor or Oz Trail, you will need to submit Certification. Non Certified Marquees will not be permitted at this event

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## 2. LEGAL OBLIGATION - Public Liability Certificate

- 2.1. Successful stallholders will be required to provide a copy of their current certificate of currency (public liability) certificate. The information below is the format accepted on your Public Liability insurance policy to meet Council's legal requirements. Please have this information handy when contacting your Insurance Broker for your certificate.
  - Written Format: The Insurance policy must be electronically typed to be considered.
  - Policy Heading: The policy must state 'Certificate of Currency' as a heading.
  - Insurance Company: The policy must be issued by a reputable Australian Insurance company.

- Origin of Cover: The policy must be on the Insurance company's letter-head & bear the signature of the associate liable for your cover.
- Policy details: The policy number must be present on the document.
- Current status: The document must state the policy as 'Insured' and include the names of ALL the owners. A registered trading name is not acceptable, although a registered company is sufficient. The policy must bear the full company name to be accepted
- Policy Type: The type of Insurance cover must be stated and be appropriate to the activity.
- Policy Period: The start and end date of the policy must be clearly stated.
- Interested Party: 'Fairfield City Council' must be noted as Interested Party.
- Limit of Liability: Must be for \$20 million and Subject to the type of stall and products sold.

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### 3. WASTE AND THE ENVIRONMENT

- 3.1** Provision must be made for the storage of wastewater and cooking oils generated within the stall and disposed by the stallholder according to the EPA Guidelines.
- 3.2** Separate hand-washing facilities must be provided within the food stall. The wastewater is to be disposed of into a liquid waste container.
- 3.3** All cooking areas are required to have CO2 extinguishers, recently tested and in good working order (available inexpensively at auto shops). Fire extinguisher cylinders have a 5 years expiry date. A fire blanket in accordance with Australian Standards is also a requirement. Fire blankets are single use only once used it must be discarded.
- 3.4** Stallholders are responsible for making the event environmentally friendly. Stallholders are responsible for disposing of their own rubbish and the cleanliness of their area and ensuring the site is maintained and restored to its pre-existing condition.
- 3.5** A cleaning fee of \$200.00 will be charged for any waste left upon your departure at your stall site and you will be invoiced after the event.
- 3.6** Sufficient waste facilities will be provided on site for dry waste and are included at no extra cost. Stallholders are responsible for supplying their own cleaning equipment e.g. brooms, cleaning products, gloves etc.
- 3.7** Waste water and oil MUST NOT be disposed of into the storm water system, poured onto the ground or left unattended at the end of the event. This will be monitored closely by Council's Environmental Health Officers, and fines will be imposed under the environmental protection legislation for incorrect disposal of liquid waste. Stallholders are required to provide their own disposal containers for liquid waste water and oil.
- 3.8** All stallholders must practice safe cash handling procedures at all times.

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## 4. WORK HEALTH AND SAFETY (WHS) COMPLIANCE

- 4.1 A current Workers Compensation Policy is required if you have staff working for you on the day and you make over \$7,500 per year. If you only employ contractors you should speak to WorkCover or an insurer handling workers compensation, as contractors can sometimes be deemed workers. If you do not have WorkCover, submit on letterhead why you do not have WorkCover.
- 4.2 Under the work health and safety (WHS) laws, effective from 1 January 2012, the Work Health and Safety Act 2011 and its regulations have requirements that apply to all workplaces (including temporary events) to ensure the health, safety and wellbeing of all who come in contact with their stall site.
- 4.3 The main representative/ stallholder will complete a Fairfield City Council WHS Induction and familiarise themselves with the work area and any potential hazards prior to commencing work. It is your responsibility to induct all staff, contractors/ subcontractors working for you on the day with the appropriate WHS procedures associated with your stall. The main representative must be in attendance for the duration of the event.
- 4.4 It is the stallholder's responsibility to be aware of and adhere to the relevant legislation. Ignorance is no excuse as there are severe penalties for breaches. Failure to comply can lead to removal from the event.
- 4.5 Council accepts no responsibility for any damage or injury to any stallholder's personnel, equipment or property before, during or after the event. Stallholders are responsible for their own personal security and property as well as cash handling management.

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## 5. POWER

- 5.1 If you provide your own power, all electrical equipment, appliances and cabling must show evidence of having been tagged and tested in accordance with Work Health and Safety Regulations 2017.
- 5.2 Council's electrical contractor will be on site to inspect equipment in use, prior to trading. Equipment that is deemed unsafe will be banned from use during the event.
- 5.3 On the spot tagging will be undertaken by Council's electrical contractor if you wish to remain on site. This will incur a \$30 fee per lead tagged.
- 5.4 If using your own generator - a safety data sheet must be available on event day for inspectors.
- 5.5 Fuelling of generators will not be carried out when the public are present. The capacity of the fuel storage tanks must be sufficient to run the generators throughout the time the Festival is open to the public.

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## TEMPORARY FOOD PREMISES POLICY

Please note: Your stall fee includes Council's Food Safety Inspection fee.  
All Food Stallholders that are willing to participate in this event must agree and abide by the Temporary Food Premises Policy below:

### 6. FOOD SAFETY

- 6.1** A copy of the Food Safety Supervisor (FSS) certificate of the person who will be working in the food stall is to be provided to Fairfield City Council event organisers, prior to the event. A copy of the Food Safety Supervisor Certificate must be kept on the premises and clearly displayed. The FSS accredited person must be at the stall for the duration of the event.
- 6.2** Any pre-packaged food is required to be labelled clearly in accordance with Australian and New Zealand Food Standards Code.
- 6.3** All food on display must be either:
  - Wrapped/packaged; or
  - Completely enclosed in a suitable display cabinet; or
  - Be protected by a physical barrier such as a Perspex glass sneeze guard or clear plastic siding to the stall; or
  - Located so as to not be openly accessible to the public
- 6.4** All food must be prepared, cooked and stored inside the stall and must be raised minimum of 150mm above the ground.
- 6.5** Food must be protected from damage, weather and direct sunlight.
- 6.6** Food that is given away as 'samples' must be distributed in a supervised manner, off a tray or plate by a staff member. Food must not be left out for self service on any counter, bench top or food display unit. Note: that food which is given away for the promotion is deemed to have been sold pursuant to the Food Act 2003 Definitions.
- 6.7** All food deliveries to the stall must be kept wrapped, packaged or in enclosed containers to protect from contamination.
- 6.8** Single use eating and drinking utensils, straws, etc., must be individually pre-wrapped.
- 6.9** All condiments such as sauce, mustard, etc., must be kept in squeeze type dispensers or in individual sealed packets and served by the food handler.
- 6.10** No raw egg mayonnaise or raw egg butter must be prepared or used within any product sold on the event day.
- 6.11** The use of a digital probe thermometer that is able to measure the core temperature of food is to be provided and used within the stall.
- 6.12** All food handlers must be appropriately dressed with at least head covering, clean apron and enclosed shoes.

- 6.13 Disposable gloves must be provided to all staff and used for all food handling and changed regularly as required.
- 6.14 Smoking is not permitted inside or at the rear of the food stall.
- 6.15 An adequate supply of warm running water (approximately 40°C), liquid soap and disposable paper towels must be provided at each hand wash (station) basin.
- 6.16 All food businesses must have one Food Safety Supervisor, who has completed the appropriate course at a Registered Training Organisation. Please refer to the NSW Food Authority's publications as listed below. You must familiarise yourself with the publications and comply with all the requirements.

**Guidelines for Food Businesses at Temporary Events:**  
**[www.foodauthority.nsw.gov.au/retail/markets-and-temporary-events](http://www.foodauthority.nsw.gov.au/retail/markets-and-temporary-events)**

- 6.17 All fixtures, fittings and equipment, and those parts of vehicles used to transport food, must be maintained, cleaned, and sanitised so there is no accumulation of food waste, dirt, grease or other visible matter.

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## 7. CONSTRUCTION OF TEMPORARY FOOD STALLS

The food stall must be constructed to ensure a good standard of food hygiene and allow for easy cleaning and maintenance.

- 7.1 Preparation and serving areas are to be enclosed on three sides and to restrict public access.
- 7.2 Floors are to be in the form of a non-absorbent easily cleaned material (e.g. vinyl) cut larger than the floor area to enable it to be turned up at the wall and clipped or fixed into position. Floors in multi day events must be raised to account for wet weather, and must consider high traffic areas
- 7.3 Walls are to be non-absorbent so as to be easily cleaned. The framework of the wall panels must support the fabric taut and rigid. No part of the walls should flap in the breeze or be unsecured.
- 7.4 Ceiling to be of similar construction to the walls.
- 7.5 The preparation and display of food, including unpackaged ready-to-eat food, must be protected from likely contamination from customers. Sneeze barriers or other enclosures must be provided.
- 7.6 A sealed container of warm potable water (minimum capacity 10 litres) with a tap and suitable bowls or containers must be provided for cleaning, sanitising and hand washing. Clean towels, detergent and food grade surface sanitiser must also be provided.

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## 8. FOOD TEMPERATURE CONTROL

- 8.1 All takeaway food stored, prepared or sold must be for immediate sale and consumption unless suitable equipment is provided for maintaining the food at a temperature of at least 60°C (hot foods), or below 5°C (cold foods).
- 8.2 Prepared food products or pre-cooked food consisting of fresh cream, custard trifle, or any similar food which promotes bacterial growth and is classified as a “potentially hazardous food”, must not be sold from a one day food stall, unless it is stored or displayed under refrigerated conditions as prescribed above.
- 8.3 Other potentially hazardous foods such as steak, hamburger patties and frankfurts must be stored in a portable cooler together with an adequate supply of ice or another cooling medium that is capable of maintaining food at a temperature below 5°C.
- 8.4 Provide a temperature measuring device (digital probe thermometer) that is readily accessible and can accurately check the temperature of potentially hazardous food.
- 8.5 The sale of pre-cooked chicken or chicken pieces or pre-cooked rice is not permitted from a temporary food stall unless the food has been stored as prescribed above.

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## 9. COOKING

ALL stalls cooking at the event MUST have a double stall - one stall for food preparation/cooking and the second stall for serving food. If supplying your own marquee, you may use a single site.

- 9.1 All heating and cooking equipment including open flame barbeques and cooking plates must be located within the stall and suitably protected from contamination.
- 9.2 Raw foods in preparation to be cooked and foods which have already been cooked must not be stored outside the stall.
- 9.3 Cooking and heating equipment must be protected from direct contact by the general public.
- 9.4 Where cooking is carried out adequate provisions must be made to protect the walls, floor and ceiling of the stall from heat, flame and splashing.
- 9.5 The cooking area must be kept free of dust borne contamination and droplet infection (e.g. coughing and sneezing by the public).

- 9.6 If open flame cooking is being carried out, a fire extinguisher suitable for oil fires and fire blanket must be provided in a convenient location within the stall.

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## 10. COOKING EQUIPMENT

- 10.1 Heating and cooking equipment must be located within the food stall and a minimum of half a metre away from public access.
- 10.2 Appliances that produce heat and flame must be located away from the walls and lower roof area of the stall. Staff workspaces must be a safe working distance from heat and open flames.
- 10.3 Gas Bottles must be in a safe working condition and are within 5 years of issue date on collar of the bottle.
- 10.4 Gas bottles are recommended to be transported and stored within a stable storage device (milk crates work extremely well), to ensure bottles are secure and to prevent rolling.
- 10.5 Open flame barbecue cooking plates and cookers can be located externally and adjacent to the food stall and must be barricaded to prevent public access and must have overhead cover. Hot coals are prohibited.
- 10.6 Ensure that all barbecue residues are collected in drip trays and portable barbecues are elevated to prevent damage to any grassed areas. Barbecues must be regularly cleaned and excess fat and grease removed from surface and surrounds and disposed of correctly.

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## 11. OPEN FOOD STALLS

- 11.1 Open food stalls consisting of tables and trestles, must be used only for the sale of factory pre-packaged food in hermetically sealed containers (e.g. canned or bottled soft drinks, canned foodstuffs).
- 11.2 No potentially hazardous food must be sold from an open food stall except packaged milk, packaged milk products and pre-wrapped ice cream, all of which must be provided with approved means of low temperature storage as prescribed in 8.1 or -18°C for frozen food items.
- 11.3 Provision for screening or shielding the stall to protect food from direct sunlight may be required if foods prescribed in 11.2 are to be stored for long periods of time in direct sunlight.
- 11.4 All pre-packaged foodstuffs must be labelled in accordance with the provisions of the Australian and New Zealand Food Standards Code.