

2019 Teddy Bears' Picnic Community Stallholders Terms & Conditions



Darwin Festival is the Northern Territory's leading international arts festival that connects the cultures and communities of Darwin through the arts, promotes the Northern Territory to the nation and the world, and contributes to the cultural and visitor economies of Northern Australia.

Held over 18 days and nights in August, Darwin Festival presents performances by local, national and international artists. Established in 1979, Darwin Festival is preparing to celebrate its 40th anniversary in 2019 and we look forward to sharing it with you.

INTRODUCTION

This document outlines the basic terms, conditions and expectations Darwin Festival has of you as a community stallholder ("the stallholder"), and provides information on which to base your application.

Please read this document carefully before you prepare to submit your application.

You can access the application form on our website. The application form must be completed in full and returned before the closing date. Late applications will not be accepted.

While Darwin Festival endeavours to provide accurate information, the nature of events, costs and regulations means the details herein may be subject to change during the planning and delivery of the event. Darwin Festival will update all parties of any changes to the conditions and costs.

As part of your application, you will be required to:

- Acknowledge your responsibilities and undertakings per the Terms & Conditions.
- Acknowledge your responsibilities and undertakings with Darwin Festival.
- Upload the necessary insurances and other document requirements:
 - Public Liability insurance certificate of currency for a minimum of \$20 million
 - Workers compensation or Volunteers Insurance certificate of currency
 - Property Damage Insurance
 - Copy of driver's licence or other photo ID
 - Photographs of stall set up in its entirety
 - Ochre Card/s (minimum of one per stall)

If you are selected as a stallholder for the 2019 Darwin Festival, you will be issued with a full agreement detailing the terms and conditions of trading under the umbrella of Darwin Festival.

Community organisations, registered charities and not-for-profit organisations only are eligible to apply for a stall. The commercial sale of any products outside of the approved food vendors is not permitted.

Organisations may use this stall for entertainment or educational purposes only. Display materials must be kept within the stall structure and be sensitive to the diversity of community members attending the 2019 Teddy Bears' Picnic. Darwin Festival reserves the right to request display materials be removed if deemed offensive to any member of the community.

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VENUES AND EVENTS

Event: Darwin Festival – **TEDDY BEARS' PICNIC**
Location: Bicentennial Park, Darwin Esplanade
Dates: Set up: 6am till 8am Sunday 11/08/2019
 Safety Inspection: 8am Sunday 11/08/2019
 Event: 9am till 12pm 11/08/2019
 Pack up: 12pm till 3pm 11/08/2019 (under the guidance to Festival staff)
Audiences: Between 2,000 and 3,500 people.
General Info: There will a total of 24 community stalls onsite
Site Deposit: Refundable bond \$200 (ex GST)

Teddy Bears' Picnic is located at Darwin Cenotaph, The Esplanade. Teddy Bears' Picnic enjoys the attendance of over 3,000 people and is a much-loved event in the dry season calendar.

2019 INDICATIVE KEY DATES

Mon 25 March 2019	Community stallholder applications open
Mon 29 April 2019	Community stallholder applications close (5:30pm ACST)
Mon 13 May 2019	Offers of acceptance sent to stallholders and Invoices issued.
Mon 3 June 2019	Refundable bond payment due in full
Thurs 13 June 2019	Pre-Event Safety Checklist due
Thurs 27 June 2019	Last chance to withdraw without penalties applying
Sun 11 August 2019	Teddy Bears' Picnic event
Fri 13 September 2019	Bond returned (if site cleared, no damage done and written final site sign-off undertaken by stallholder and Darwin Festival site manager)

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ADMINISTRATION

NOTIFICATION

Successful stallholders will be notified via email and a letter of agreement with Darwin Festival and an invoice for the refundable bond will be issued.

The refundable bond payment received from successful stallholders will be processed via EFT. Vendors who fail to return the completed checklist to deadline and pay the bond to schedule will not be permitted to trade and will forfeit their opportunity.

The final chance for stallholders to withdraw during the process is 27 June 2019.

HOURS OF OPERATION

Operating hours for Teddy Bears Picnic are 9am – 12pm Sunday 11 August 2019, unless otherwise directed by Festival management.

Due to the limited time available for setup and pack down, Darwin Festival management is required to plan a detailed arrival and departure schedule for all stalls. A Special Events Coordinator will instruct stallholders of their allocated schedule at least two (2) weeks prior to events. This schedule MUST be adhered to.

There will be no vehicle access to sites after 8am due to a required road closure. Post event all vehicles MUST be offsite by 3pm. Vehicle movement must be undertaken with the direction of Darwin Festival staff – no exceptions.

Failure to comply with the hours of operation or vehicle movement requirements will result in forfeiture of the bond and the stallholder will be excluded from future Darwin Festival opportunities.

REFUNDABLE BOND

All stallholders must pay a refundable bond in accordance with the due date above. Bonds will be returned once Darwin Festival is satisfied that the stallholder's site has been sufficiently cleared, no damage was incurred to surrounding areas and property, that the stallholder did not violate the terms and conditions of the letter of agreement, and that the stallholder and Festival have countersigned the final site sign-off. The bond will be refunded by Friday 13 September 2019.

INSURANCES

All stallholder businesses are required to carry a current Public Liability Insurance policy to the value of \$20 million. The policy must have The Darwin Festival Limited ABN: 15 616 936 371 noted as an interested party, indicating coverage until after the event.

All stallholders must cover their workers with an insurance policy in accordance with the NT WorkSafe requirements. It is the responsibility of stallholders to possess adequate Property Damage Insurance for their own property used at the Festival.

A certificate of currency for each insurance will need to be provided during the application process.

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SITE ACTIVITIES

STALL PRESENTATION

The professional presentation of Darwin Festival sites is very important. It is imperative stallholders and their staff present themselves and their stalls in the best possible light at all times. This requirement is of equal importance both front of house and back of house.

Darwin Festival retains the right to insist stallholders properly maintain their stall. Failure by the stallholder to comply may result in the Festival taking direct action that may include repair, remediation, rubbish removal or requiring the stall to be shut down. The costs incurred through these actions will be charged to the stallholder via deductions from the bond.

Darwin Festival retains the right to enter any stall at any time and remove any article, sign, picture or printed matter that, in our opinion, is either not eligible for display or is considered offensive or substandard. This extends to any items (eg. A-frame signs) located outside of the stall.

SUPPLY OF EQUIPMENT

Darwin Festival will provide access to the following infrastructure to stallholders:

- Access to a limited number of shared bins per vendor
- Access to power (upon request)
- Access to mains water (upon request)

Darwin Festival will NOT supply the following:

- Trestle tables
- Fire safety equipment and signage
- Any internal electrical equipment

PARKING

No onsite parking or camping is permitted at any Darwin Festival venue or event. Vehicle access to stallholder sites will be restricted to bump in and bump out times and undertaken under instruction by Darwin Festival site staff. Failure to move vehicles under supervision will result in the forfeiture of the bond.

SECURITY

Professional licensed security operate on Festival sites 24 hours a day across the duration of the Festival. While every effort is made to secure Festival sites, no responsibility will be taken by Darwin Festival for loss or damage to any person or goods.

It is your responsibility to ensure your stall and belongings are secure throughout the duration on the event.

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SUSTAINABILITY

ENVIRONMENTAL POLICY

Darwin Festival requires its food vendors to join us in reducing our environmental footprint by committing to using recyclable service items. Single-use plastics are not acceptable and will be required to be removed from site.

WASTE COLLECTION

Darwin Festival and the waste contractors have implemented a detailed onsite waste processing program. Cross-contamination of bins destroys this process. Any stall not complying with the waste program will forfeit their bond.

POWER USAGE

Access to power is limited on site. Should you have power requirements, please include them in your application for consideration.

An on-site electrical team will assist with any issues once the Festival commences. Overuse of power or faulty equipment can shut down the system for a period of time, affecting trade for all. Any stallholder found accessing additional power not requested in their application will forfeit their bond and may be invoiced for further remedial costs.

WATER USAGE

Water should be used sparingly at all times. No sewer will be available to the sites. At no time is waste water to be disposed of on the grass, in the street, gutter or drains. Offenders will be reported to local authorities and will no longer be permitted to trade at Darwin Festival, forfeiting their bond and paid site fees.

SAFETY COMPLIANCE

The following requirements are non-negotiable.

Darwin Festival maintains a high standard of safety across its sites. Stallholders have an important responsibility in ensuring site safety. **Darwin Festival staff and external consultants will be inspecting stallholder work areas regularly to ensure compliance.** Any concerns regarding set-up or safety will be raised with the stallholder and **MUST** be remedied immediately to ensure safety standards are met and trading can continue.

While on site, all stallholders and their staff are required to comply with national Work Health & Safety (WHS) requirements and Darwin Festival site rules.

In the event of an emergency, the stallholder will comply with any direction issued by Darwin Festival staff or by any member of the TES or emergency services.

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DARWIN FESTIVAL PRE-EVENT SAFETY CHECKLIST

A Pre-Event Safety Checklist is available on the Darwin Festival website for download. Successful applicants **MUST** complete and return the Checklist by **Thursday 13 June 2019** as a condition of trade.

The Pre-Event Safety Checklist is in accordance with NT WorkSafe guidelines. Should the successful applicant's operations not meet the Checklist requirements, they will not be permitted to operate until the requirements are met. Workplace safety inspections will be held prior to site opening and during delivery.

Applicants may request a copy of the Pre-Event Safety Checklist for their information during the submission process. Please do not submit the Checklist with your application.

SAFETY INSPECTIONS

Workplace safety inspections will be held prior to site opening and during delivery by Festival staff and external consultants. All compliance requirements **MUST** be met. Vendors will not be permitted on site unless compliance is upheld otherwise bond will be forfeited.

ELECTRICAL

Stallholders are responsible for bringing their own extension leads. **All leads and cables must be tested and tagged to comply with the WHS (National Uniform Legislation) Act 2011.** The WHS Act 2011 requires electrical leads to be tested annually and identification tags to be attached. Electrical appliances, power boards, safety switches (RCDs) and extension cords must be tested and tagged every twelve (12) months by a competent person to a standard defined by AS/NZS 3760:2010 Testing of Electrical Equipment. Electrical equipment may be subject to random spot checks by external authorities. Electrical equipment that is not tested and tagged will be removed from site.

Should you short-circuit the power that has been supplied due to incorrect information provided by yourself or are found to be at fault with power supply to your site, you will be charged for the electrician call-out.

Electrical equipment must be of an approved design that complies with Australian Standards. The use of homemade electrical equipment IS NOT acceptable and will be removed from site.

Extension cords that run at floor level in public traffic areas or access ways, or that are suspended on stands, shall be arranged so they do not obstruct persons walking in the vicinity. Where run on the ground, extension cords must be located or provided with suitable protection so they are not subject to mechanical damage or damage by abnormal temperatures.

FIRE SAFETY

All fire safety equipment must be AS/NZS 1841.5 certified and approved, and have current inspection tags. It is suggested stalls bring their own fire safety equipment, such as the following:

- 1 x ABE fire extinguisher (of at least 1.5kg) and
- 1 x fire blanket (at least 1.2 x 1.8m in size).

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WORKING WITH CHILDREN

-All community stalls are required to have a current working with children card (ie. Ochre Card) minimum of one per stall.

FIRST AID

All stalls are required to have a trained first aider member of staff and are requested to bring a First Aid Kit.

GENERAL

- **NO** alcohol or glass products are permitted at Festival stalls. Failure to comply will ensure instant removal from the site by security and/or police and forfeiture of fees and bond.
- Darwin Festival reserves the right to prohibit goods from being sold or displayed on site.
- Darwin Festival has overall control of signage and products sold or displayed at the event.
- Unauthorised use of the Darwin Festival name and logo is prohibited.
- Darwin Festival has exclusive rights of all third-party sponsorship undertaken at the event.
- The sale of prohibited, hazardous or dangerous goods is **NOT** permitted.
- Spruiking and microphones are **NOT** permitted.
- The travel of any pedestrians is **NOT** to be impeded.
- The conduct of any raffles or fundraising is **NOT** permitted.
- No damage is to be done to the road, footpath or any other Council or Government property.

SELECTION PROCESS

Please ensure that you submit all the required documentation with your application.

Darwin Festival will convene an assessment panel to evaluate applications. Darwin Festival will appoint stallholders based on diversity of representation and in accordance with the [Festival's](#) guidelines for participation (see Introduction).

CONTACT US

For assistance or inquiries, please contact Darwin Festival on (08) 8943 4200 or via email at tbp@darwinfestivals.org.au