

2019 Food Vendor 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. Food also plays a large part in our event offering. 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 food vendor ("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 certificate of currency
 - Property Damage Insurance
 - NT Health Department 'Registration of a Food Business' certificate
 - Copy of driver's licence or other photo ID
 - Photographs of stall set up in its entirety
 - Proposed menu and pricing

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.

2019 Food Vendor Stallholders Terms & Conditions



TABLE OF CONTENTS

INTRODUCTION	1
VENUES AND EVENTS	3
2019 INDICATIVE KEY DATES	5
ADMINISTRATION.....	6
NOTIFICATION	6
HOURS OF OPERATION.....	6
SITE FEES AND BOND.....	6
STALLHOLDER ACCREDITATION.....	7
MEAL VOUCHERS.....	7
INSURANCES.....	7
SITE ACTIVITIES.....	7
STALL PRESENTATION.....	7
SUPPLY OF EQUIPMENT	8
PERMITS AND INSPECTIONS.....	8
MENUS.....	8
PRICING	9
PARKING	9
SECURITY	9
SUSTAINABILITY.....	9
ENVIRONMENTAL POLICY	9
WASTE COLLECTION.....	9
POWER USAGE	10
WATER USAGE.....	10
SAFETY COMPLIANCE	10
DARWIN FESTIVAL FOOD VENDOR PRE-EVENT SAFETY CHECKLIST.....	11
SAFETY INSPECTIONS.....	11
ELECTRICAL.....	11
GAS	11
FIRE SAFETY	12
FIRST AID	12
GENERAL.....	12
SELECTION PROCESS.....	13
CONTACT US.....	13

2019 Food Vendor Stallholders Terms & Conditions



VENUES AND EVENTS

Event: Darwin Festival – **FESTIVAL PARK / SPIEGELTENT**
Location: Festival Park
Civic Park, corner Smith Street and Harry Chan Avenue, Darwin
Spiegel tent
Bicentennial Park, Darwin Esplanade.
Dates: Set up: 9am till 2pm 06/08/2019
Safety Inspection: 3pm 07/08/2019 (Festival Park)
4pm 07/08/19 (Spiegel tent)
Event: 5pm till 11pm 08/08/2019 – 25/08/2019 (excluding Mondays)
Pack up: 9am till 3pm 26/08/2018 (under the guidance to Festival staff)
Audiences: Festival Park attracts between 1,000 and 1,500 people per night.
Spiegel tent attracts between 500 and 1,500 people per night.
General Info: There will a total of nine vendors across the two sites
Site Deposit and Fees:
Refundable bond \$1,500 (ex GST)
Site fee \$5,000 (ex GST)

Venue Description:

Festival Park has attendances of over 1,000 people per night who enjoy the selection of food, drinks and entertainment on offer at the purpose-built Lighthouse venue, Brown’s Mart Theatre, the free Bamboo Bandstand and other free pop-up family friendly events.

The Spiegel tent presents one show per night on week nights and Sundays, and two shows per night on Fridays and Saturdays. Each show holds a maximum capacity of 600 people. It will be the same show each evening: a fast-moving, exciting and thrilling circus-cabaret performance.

Darwin Festival presents the Coopers Bar for alcoholic and non-alcoholic beverages, and retains the liquor license over both Festival Park and the Spiegel tent Precinct.

Event: Darwin Festival - **OPENING NIGHT CONCERT**
Location: **The Darwin Amphitheatre**, Darwin Botanical Gardens, off Gardens Road.
Dates: Set up: 9am till 1pm 08/08/2019
Safety Inspection: 1pm 08/08/2019
Event: 5pm till 10pm 08/08/2019
Pack up: Post event 08/08/19 (under the guidance of Festival Staff)
Audiences: Between 2,000 and 5,000 people.
General Info: There will a total of four vendors onsite
Site Deposit and Fees:
Refundable bond \$400 (ex GST)
Site fee \$400 (ex GST)

There are four food vendor sites at the Amphitheatre. Darwin Festival presents a bar serving alcoholic and non-alcoholic beverages, and retains the liquor license over the Amphitheatre site

2019 Food Vendor Stallholders Terms & Conditions



Event: Darwin Festival – **TEDDY BEARS’S 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 six food vendors onsite
Site Deposit and Fees:
Food Vendors:
Refundable bond \$200 (ex GST)
Site fee \$200 (ex GST)

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

Darwin Festival strives to provide healthy food options at family events. Breakfast/brunch options are looked upon favourably. Food vendors are permitted to sell hot beverages such as coffee and tea.

2019 Food Vendor Stallholders Terms & Conditions



2019 INDICATIVE KEY DATES

Fri 8 March 2019	Food stallholder applications open
Fri 12 April 2019	Food stallholder applications close (5:30pm ACST)
Mon 29 April 2019	Offers of acceptance sent to stallholders. Agreements and indicative invoices issued
Sun 19 May 2019	Signed agreements and accompanying documents due
Thurs 30 May 2019	First instalment payment due to secure site booking (equal to 25% of Stallholder site fee) PLUS refundable bond payment due in full
Thurs 13 June 2019	Second instalment payment due (equal to 25% of stallholder site fee)
Thurs 13 June 2019	Food Vendor Pre-Event Safety Checklist due
Thurs 27 June 2019	Last chance to withdraw without penalties applying Cancellation forfeits refundable bond
Tues 6 August 2019	Site available for food stallholder bump in – Spiegeltent and Festival Park.
Thurs 8 August 2019	Site available for food stallholder bump in – Amphitheatre site
Thurs 8 August 2019	Darwin Festival Opening Night – Amphitheatre & Spiegeltent
Fri 9 August 2019	Festival Park Opening Night
Mon 12 & 19 August	All Darwin Festival sites closed (no trading)
Thurs 15 August 2019	Third instalment payment due (equal to 50% of stallholder site fee)
Sun 25 August 2019	Final day of the Darwin Festival trading – closing time TBC
Mon 26 August 2019	All food stallholder infrastructure offsite by COB
Fri 13 September 2019	Bond returned (if site cleared, no damage done, all fees paid in full and written final site sign-off undertaken by stallholder and Darwin Festival site manager)

2019 Food Vendor Stallholders Terms & Conditions



ADMINISTRATION

NOTIFICATION

Successful stallholders will be notified via email and issued a contract with Darwin Festival. The signed contract must be returned along with 25% of the site fee and the required refundable bond to secure your booking as per the Indicative Key Dates table (page 4).

Payments received from successful stallholders, including the refundable bond, will be processed via EFT. Vendors who fail to return the signed contract, provide checklists and paperwork to deadline, pay the upfront site fee instalments and 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**. Cancellations after this date will forfeit the bond.

HOURS OF OPERATION

Operating hours are as follows unless otherwise directed by Festival management.

Tuesday – Thursday	5pm – 11pm
Friday – Saturday	5pm – 12am
Sunday	5pm – 11pm
Teddy Bears’ Picnic	9am – 12pm
Mondays	Closed (NO TRADING)

Restocking is available during the hours of 9:00am – 2pm each daily. This applies to the Festival Park and Spiegeltent sites. All other Darwin Festival sites and events are subject to specific requirements and vendors will be notified accordingly.

There will be no vehicle access to sites after 2pm each day. All vehicles MUST be offsite by 3pm.

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

Should a business choose to operate onsite without the approval of Darwin Festival, the vendors will forfeit their bond and the vendor will no longer be permitted to trade for the duration of Darwin Festival.

SITE FEES AND 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, water usage was within the 200L per day limit, that the stallholder did not violate the terms and conditions of the agreement, and that the stallholder and Festival have countersigned the final site sign-off. The bond will be refunded by Friday 13 September 2019.

2019 Food Vendor Stallholders

Terms & Conditions



STALLHOLDER ACCREDITATION

The security of our staff, performers, stallholders and patrons is a high priority to Darwin Festival. Stallholders will be issued with accreditation for their stall and key staff members. Accreditation must be carried by stallholders during all stocking and operations outside of trading hours and worn when entering shared stall back of house areas.

Stallholder accreditation does not grant the bearer unrestricted access to shows, venues, venue back of house areas or dressing rooms, production areas, bar stores or any other areas not directly related to stalls. Stallholders found in restricted areas will be asked to leave and may forfeit bond.

MEAL VOUCHERS

Food vendor stallholders are required to provide meals for accredited staff and volunteers as an in-kind benefit to Darwin Festival. This gesture of support will be acknowledged through marketing promotion of food vendors in our print program guide and on our website.

Festival volunteers and staff unable to leave Festival sites during their shifts are provided with meal vouchers to the value of \$15 for use at Festival food stalls. Vouchers are issued daily by Festival management. Food vendors will be responsible for holding onto vouchers, recording the value of each meal and tallying the meal vouchers cashed at their stall over the duration of the Festival. Darwin Festival site management will collect the vouchers on a daily basis throughout the Festival so that they are stored safely and recorded accurately.

We greatly appreciate this gesture of in-kind meal support for our staff and volunteers, who work tirelessly to build, operate and deliver the Festival for the benefit of our food vendors each year. Thank you for your support.

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.

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 and instalments paid to date.

2019 Food Vendor Stallholders

Terms & Conditions



Darwin Festival retains the right to enter any food 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 food vendors:

- 1 x bamboo hut site per vendor (min. 3m X 3m) at a site allocated by the Festival. *
- Access to mains or tank water
- Access to grey water disposal service **
- Access to power
- Access to a limited number of back of house bins per vendor
- Access to shared coolroom facilities **
- Adequate lighting for stall and back of house catering area
- Vendor listing in the 2019 Program Guide and the Darwin Festival website **

** This applies to Festival Park and Spiegeltent sites ONLY*

*** Excludes Teddy Bear's Picnic*

Darwin Festival will **NOT** supply the following:

- Trestle tables and chairs
- Fire safety equipment and signage
- Food Industry Compliant First Aid Kit
- Electrical leads and equipment
- Cooking oil drums and removal
- Hand basins or washing stations

PERMITS AND INSPECTIONS

All stalls must display their current 'Registration of a Food Business' certificate. For information, contact NTG Department of Health on (08) 8999 2400 or apply at:

<https://nt.gov.au/industry/hospitality/register-or-renew-a-food-business>.

Inspections will be made prior to opening and during delivery by the NTG Department of Health Environmental Health Officers and the Festival site managers to ensure all food stallholders comply with the Food Standards Code. Any stall that fails to meet the standards and does not make required changes within 24 hours will forfeit their bond and the stall will be shut down for the remainder of the event.

Darwin Festival requires a copy of applicants' current NTG Department of Health 'Registration of a Food Business' certificate as part of the application process.

MENUS

Darwin Festival strives to provide diverse and healthy food options at our sites. Food vendors must provide a list of intended foods and products for sale. Food vendors are **not permitted** to sell alcohol, soft drinks, coffee, tea, homemade iced beverages, flavoured milk, water, juice or ice. Ice cream and frozen yoghurt may be retailed subjected to application and approval by Darwin Festival.

2019 Food Vendor Stallholders

Terms & Conditions



PRICING

It is important the price point between vendors is set at a similar level and that prices remain reasonable and accessible for patrons. Please keep prices to whole dollars and fifty cents. Pricing cannot change during the period of the Festival. Note that the selection process will focus on accessible pricing, with successful applicants demonstrating reasonable menu pricing.

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, the prescribed re-stock times and undertaken under instruction by Darwin Festival site staff. All sites must be set up and operational by 3pm Thursday 8 August 2019 and must be vacated by 2pm Monday 26 August 2019.

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.

Stallholders may choose to remove stock/equipment each night. It is strongly suggested you remove expensive items and daily takings. It is your responsibility to ensure your stall and belongings are secure at the end of each day.

SUSTAINABILITY

ENVIRONMENTAL POLICY

Darwin Festival requires its food vendors to join us in reducing our environmental footprint by committing to using recyclable service items. **Successful applicants will be required to use biodegradable plates, cutlery and napkins at all Darwin Festival sites.** Single-use plastics are not acceptable and will be required to be removed from site and service.

Successful applicants already using biodegradable service items will be asked to provide a sample for approval prior to the Festival. For those who do not currently use biodegradable items, a Darwin Festival representative will provide information on where these items can be purchased.

Further to this, processes implemented by stallholders to reduce or remove items like Gladwrap, Alfoil and foam single-use eskies from food preparation and retail will be viewed favourably.

WASTE COLLECTION

Back of house cardboard/paper, co-mingled and general waste will be collected daily, however stallholders may contact the Festival site manager if bins require emptying.

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.

2019 Food Vendor Stallholders

Terms & Conditions



POWER USAGE

Access to power is limited on sites. Stallholders must include a list of ALL equipment and amp usage with a total maximum amps required, based on 10 and 15 amp circuits, in the application to trade at Darwin Festival. Only the calculated amount of electricity requested by the stallholder will be made available.

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. Grey water collection containers will be available back of house in each food section on site. 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.

Stallholder water use will be metered at all sites. The Festival seeks to gather information for waste reduction purposes and to identify excessive water use. Stallholders who use over 200L per day will be charged for the for excessive water use at \$50.00 (ex GST) per day. This will be deducted from the stallholder's bond.

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.

2019 Food Vendor Stallholders

Terms & Conditions



DARWIN FESTIVAL FOOD VENDOR PRE-EVENT SAFETY CHECKLIST

A Food Vendor 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 to trade unless compliance is upheld and fees and 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.

GAS

All gas bottles **MUST** be within current compliance dates and be in good condition. All appliances, regulators, connectors and hoses must be of an approved design. Homemade equipment can be dangerous, is not acceptable and will be removed from site.

A flexible hose, connected from the regulator to the gas appliance, should be **no less than 1.5** metres in length. An approved flexible pigtail hose is to be used to connect the regulator to the gas cylinder. This hose must also have an excess flow valve that slows the flow of gas should the hose be damaged.

2019 Food Vendor Stallholders

Terms & Conditions



All gas regulators must be a low-pressure, dual-stage regulator. The cylinder regulator must be low pressure (3 kPa maximum outlet pressure) with all appliances operating. A cylinder regulator should be rigidly fixed to an adequate support independent of the cylinder and mounted with the diaphragm vertical and the vent pointing vertically downwards. Regulators shall be connected to the gas cylinder in accordance AS 5601.

Ring burners and portable wok burners are not accepted at events unless the burner is certified with an integral pan support. Appliances on benches need to be secured to prevent movement and should be on a non-combustible surface. Evidence that the equipment is Type A or commercially rated is required.

FIRE SAFETY

All fire safety equipment must be AS/NZS 1841.5 certified and approved, and have current inspection tags. All vendors are required to supply 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).

All fire safety equipment **MUST** have the relevant signage to accommodate. Darwin Festival can assist with the installation of signage however the vendor **MUST** supply the signage. Fire safety equipment may be subject to random spot checks by external authorities.

FIRST AID

All Vendors are required to have a trained first aider member of staff and are required to have a Food Industry Compliant 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 offensive goods from being sold or displayed on site, and will remove any such material from the stall that may offend our patrons or infringe copyright.
- 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.

2019 Food Vendor Stallholders Terms & Conditions



SELECTION PROCESS

Darwin Festival will select food vendors that deliver a diverse range of healthy food options at accessible price points.

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 product and a range of healthy food options, including food presentation (10%)
- Accessible menu pricing (10%)
- Capacity to deliver, including staffing, equipment and access to produce (20%)
- Local origin of stallholder, including staff and origin of suppliers and product (30%)
- Completed application with current supporting documents (10%)
- Commitment to sustainable practice, including biodegradable packaging and single-use plastics (10%)
- Commitment to WHS compliance (10%)

CONTACT US

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