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2020 Darwin Festival

Food Vendor Stallholders Terms & Conditions



Darwin Festival is northern Australia's leading 18-day international multi-arts festival.

Attracting attendances of more than 148,000 and delivering 219 performances across 33 venues annually, the 2019 Darwin Festival featured 609 local, national and international artists, and was delivered by 112 staff supported by 126 Festival volunteers.

With ticket sales and the number of participating artists more than doubling across the past three seasons, Darwin Festival is fast establishing itself as Australia's hottest winter arts festival.

OVERVIEW

This document outlines the terms and conditions that Festival expects of a food stallholder ("stallholder") and provides information on which to base an application. **It is important that applicants read this document carefully before preparing an application.**

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

The application form is available on the Darwin Festival website and must be completed in full and submitted before the closing date. **Late applications will not be accepted.**

As part of their application, the stallholder is required to:

- Acknowledge their responsibilities and undertakings as per the Terms & Conditions.
- Acknowledge their responsibilities and undertakings with the Festival.
- Upload the following mandatory insurances and documents:
 - **Current** Public Liability Insurance Certificate for (minimum) \$20 million.
 - **Current** Workers Compensation or Volunteers Insurance Certificate.
 - Property Damage Insurance.
 - NT Health Department *Registration of a Food Business* certificate.
 - Copy of driver's licence (or alternative photo ID).
 - Photographs of the entire stall set up, including detailed images of all cooking, electrical and gas equipment.
 - Proposed menu and pricing.

If selected for the 2020 Darwin Festival, the successful applicant will be issued (via email) with a contract detailing the terms of trading under Darwin Festival, and invoices for a site fee and refundable bond. Stallholders who fail to submit the signed contract, mandatory documents, site fee, and bond by the due dates will forfeit their opportunity to trade at the Festival. **The final date for stallholders to withdraw from the application process is 25 June 2020. Cancellations after this date will forfeit the bond.**

VENUE AND EVENT DETAILS

FESTIVAL PARK	
LOCATION	Civic Park, cnr Smith St & Harry Chan Ave.
DATES	Set up: 4 August 9am- 2pm Safety Inspection: 5 August 3pm Event: 6-23 August 5pm-11pm (excludes Mondays) Pack up: 24 August 9am-3pm (under the guidance of Festival staff)
AUDIENCE	Festival Park attracts 1,000-1,500 people per night.
GENERAL INFO	Total of seven vendors in Festival Park.
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, to 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 family friendly pop-up events. Darwin Festival presents the Coopers Bar for alcoholic and non-alcoholic beverages and retains the liquor license over the Festival Park.

SPIEGELTENT	
LOCATION	Bicentennial Park, Darwin Esplanade.
DATES	Set up: 4 August 9am- 2pm Safety Inspection: 5 August 4pm Event: 6-23 August 5pm-11pm (excludes Mondays) Pack up: 24 August 9am-3pm (under the guidance of Festival staff)
AUDIENCES	Spiegel_tent attracts 500-1,500 people per night.
GENERAL INFO	On vendor on the Spiegel_tent Precinct.
SITE DEPOSIT AND FEES	Refundable bond: \$1,500 (ex GST) Site fee: \$3,000 (ex GST)
VENUE DESCRIPTION	The Spiegel_tent presents one show per night Sunday-Thursday, and two shows per night Friday-Saturday. Each show holds a maximum capacity of 620 people. The Spiegel_tent features 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 the Spiegel_tent Precinct.

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OPENING NIGHT CONCERT	
LOCATION	The Darwin Amphitheatre , Darwin Botanical Gardens.
DATES	Set up: 6 August 9am- 1pm Safety Inspection: 6 August 1pm Event: 6 August 5pm-10pm Pack up: 8 August (under the guidance of Festival staff)
AUDIENCES	Spiegel tent attracts 500-1,500 people per night.
GENERAL INFO	Total of four vendors on-site.
SITE DEPOSIT AND FEES	Refundable bond: \$400 (ex GST) Site fee: \$400 (ex GST)
VENUE DESCRIPTION	Large scale music concert that is a free family event. 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

TEDDY BEARS' PICNIC	
LOCATION	Bicentennial Park , Darwin Esplanade
DATES	Set up: 9 August 6am- 8am Safety Inspection: 9 August 8am Event: 9 August 9am-12pm Pack up: 9 August 12pm-3pm (under the guidance of Festival staff)
AUDIENCES	Spiegel tent attracts 500-1,500 people per night.
GENERAL INFO	Total of six food vendors on-site (+ 00 community vendors)
SITE DEPOSIT AND FEES	Refundable bond: \$200 (ex GST) Site fee: \$200 (ex GST)
VENUE DESCRIPTION	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 and brunch options are looked upon favourably. Food vendors are permitted to sell hot beverages such as coffee and tea.

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KEY DATES

Mon 2 March 2020	Food stallholder applications open.
Mon 30 March 2020	Food stallholder applications close (5:30pm ACST).
Mon 13 April 2020	Offers of acceptance sent to stallholders. Agreements and invoices for fees issued.
Fri 8 May 2020	Signed contract and accompanying documents due.
Thurs 28 May 2020	First fee instalment due to secure site (25% of the total site fee). Refundable bond due in full.
Thurs 11 June 2020	Second fee instalment due (25% of the total site fee).
Thurs 11 June 2020	Food Vendor Pre-Event Safety Checklist due
Thurs 25 June 2020	Last chance to withdraw without penalties applying Cancellation after this date forfeits the bond
Tues 4 August 2020	Site available for food stallholder bump in – Spiegeltent and Festival Park.
Thurs 6 August 2020	Site available for food stallholder bump in – Amphitheatre site
Thurs 6 August 2020	Darwin Festival Opening Night – Amphitheatre & Spiegeltent
Fri 7 August 2020	Festival Park Opening Night
Mon 10 & 17 August	All Darwin Festival sites closed (no trading)
Thurs 13 August 2020	Third instalment payment due (equal to 50% of stallholder site fee)
Sun 23 August 2020	Final day of the Darwin Festival trading – closing time TBC
Mon 24 August 2020	All food stallholder infrastructure offsite by COB
Fri 11 September 2020	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)

ADMINISTRATION

HOURS OF OPERATION

Operating hours are as follows, unless otherwise directed or approved by Festival management. Stallholders who fail to comply with the operating hours will forfeit their bond, will not be permitted to trade for the remainder of the festival, and will be excluded from future Festival opportunities.

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

Restocking is available from 9am-2pm 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 off-site by 3pm.

SITE FEES AND BOND

All stallholders must pay a refundable bond (via EFT) before the due date of Thursday 28 May 2020. Bonds will be returned once Darwin Festival is satisfied that: the stallholder’s site was sufficiently cleared; no damage was incurred to surrounding areas or property; water usage was within the 200L p/day limit; the stallholder did not violate the terms and conditions outlined in the contract; and the stallholder and the Festival countersigned the final site sign-off. Bonds will be refunded by Friday 11 September 2020.

STALLHOLDER ACCREDITATION

The security and safety of Festival staff, performers, stallholders, and patrons is imperative. Stallholders will be issued with accreditation for their stall and key staff. Accreditation must be carried by stallholders during all operations outside of trading hours and worn when entering shared stallholder back-of-house areas. Stallholder accreditation does not grant the bearer unrestricted access to shows; venues; restricted back-of-house areas or dressing rooms; production areas; bar stores; or any other areas unrelated to food stalls. Stallholders found in restricted areas will be removed and may forfeit their bond.

MEAL VOUCHERS

Food stalls are required to provide meals for accredited staff and volunteers as in-kind support to the Festival. This gesture of support will be reciprocated through the marketing and promotion of food vendors in our print program guide and on our website.

Festival volunteers and staff unable to leave site during their shifts are provided with meal vouchers to the value of \$15. Vouchers are issued daily by Festival management. Stallholders are responsible for retaining used vouchers; recording the value of each meal; and tallying the meal vouchers redeemed at their stall for the duration of the Festival. Festival management will collect the vouchers daily so that they are stored safely and recorded accurately.

We greatly appreciate this gesture of in-kind support for our staff and volunteers, who work tirelessly to deliver the Festival. Thank you for your cooperation.

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INSURANCE REQUIREMENTS

All stallholders are required to carry a current Public Liability Insurance Policy to the value of \$20 million (minimum). 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 employees and/or volunteers with an insurance policy in accordance with NT WorkSafe requirements.

All stallholders are responsible for Property Damage Insurance for their own property used at the Festival.

A certificate of currency for each insurance must be provided during the application process.

SITE MANAGEMENT

STALL PRESENTATION

The professional presentation of the Festival sites is imperative. Stallholders and their staff (both front- and back-of-house) must always be well-presented.

The Festival retains the right to insist stallholders professionally maintain their stall. Failure by the stallholder to comply may result in the Festival taking direct action such as repair, remediation, waste removal, or stall shut down. Any costs incurred through these actions will be deducted from the stallholder's bond.

Darwin Festival retains the right to enter any stall at any time to remove any article, picture, or printed material that is considered either offensive, substandard, or otherwise not suitable for display. This extends to any items (e.g. A-frame signs) located outside the stall.

EQUIPMENT SUPPLIES

The Festival will provide stallholders with access to the following infrastructure:

- 1 bamboo hut (minimum 3x3m) per stall, at a site allocated by the Festival. *
- Mains or tank water (200L per day max).
- Wastewater disposal service. **
- Power.
- A limited number of back-of-house bins.
- Shared cool room facilities. **
- Lighting for the stall and back-of-house catering area.
- Vendor listing in the 2020 Darwin Festival Program Guide and website. **

**Applies to Festival Park and Spiegel tent sites ONLY*

***Excludes Teddy Bears' Picnic*

The Festival will **not** provide the following:

- Trestle tables and chairs.
- Fire safety equipment and signage.
- A food Industry compliant First Aid kit.
- Internal electrical equipment (e.g. extension leads).
- Cooking oil drums or removal.
- Hand basins or washing stations.

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PERMITS AND INSPECTIONS

The Festival requires a copy of applicants' current NTG Department of Health (NT Health) *Registration of a Food Business* certificate. Stalls **must** display their certificate for the duration of the Festival. For further information, contact NT Health on (08) 8999 2400 or at: <https://nt.gov.au/industry/hospitality/register-or-renew-a-food-business>.

Stall inspections will be made prior to opening and during delivery by NT Health Officers and Festival management to ensure all 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.

MENUS

The Festival strives to provide diverse and healthy food option for its patrons. Stallholders must provide a list of intended foods and products to be sold. Stallholders are **not permitted** to sell alcohol, soft drinks, coffee, tea, flavoured milk, water, juice or ice. Ice cream, frozen yoghurt, and homemade iced beverages may be sold, subject to approval by the Festival.

PRICING

The price points between stallholders should be set at a similar value and remain reasonable and accessible for patrons. Please keep prices to whole dollars and fifty cents. Pricing cannot change during the delivery the Festival. Part of the application selection process will focus on reasonable menu pricing.

PARKING

No on-site parking or camping is permitted at any Festival venue or event. Vehicle access to stallholder sites is restricted to step up and pack up times and prescribed re-stock times, and under strict instruction from Festival staff. **Failure to move vehicles under instruction will result in forfeiture of the bond.**

All sites must be set up and operational by 3pm Thursday 6 and must be vacated by 2pm Monday 24 August.

SECURITY

Licensed security monitor Festival sites when not supervised by site management for the duration of the Festival. While every effort is made to secure sites, no responsibility will be taken by the Festival for loss or injury of any goods or person. **It is the stallholder's responsibility to ensure their stall and belongings are secure for the duration of trade and at close of business.** Stallholders may choose to remove stock and equipment from site each evening, and it is strongly recommended that they remove expensive equipment and daily earnings.

SUSTAINABILITY

ENVIRONMENTAL POLICY

The Festival requires its food vendors to assist in reducing its environmental impact by using compostable service items. Single use plastics will not be accepted on-site.

Successful applicants are required to use compostable plates, cutlery, napkins and any other required packaging. Those already using compostable service items must provide a sample (via photograph or link to supplier website is acceptable) to the Festival for approval. Those not currently using such items can speak with a Festival representative for procurement advice.

Furthermore, any practices to reduce or remove items like plastic wrap, aluminium foil, and single use foam eskies from food preparation and trade will be viewed favourably. Stallholders are encouraged to consider these practices in their applications.

WASTE COLLECTION

Back-of-house food waste, compostable, and general waste bins will be collected daily. Stallholders may contact the Festival site manager if bins require additional emptying.

The Festival and its waste contractors have implemented a detailed on-site 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 on-site power is limited. Stallholders must include a list of **all** equipment and amp usage (with a maximum of amps required, based on 10- and 15-amp circuits), in their application. Only the calculated amount of power requested by the stallholder will be made available during delivery.

An on-site electrical team will assist with any issues once the Festival commences. Overuse of power or faulty equipment can interrupt power supply and affect trade. Any stallholder found using additional power not approved by the Festival will forfeit their bond and may be invoiced for further costs incurred.

WATER USAGE

Water should be used conservatively. No sewer is available on-site, though wastewater collection containers will be provided. Wastewater **must not** be disposed of in the grass, street, gutters, or drains. Offenders will be reported to local authorities and will no longer be permitted to trade at the Festival, forfeiting the bond and site fees.

Stallholder water use is metered so that the Festival can gather data for waste reduction initiatives and identify excess water usage. Stalls that use over 200L per day will be charged for the excess at a rate of \$50 per day (ex GST). This charge will be deducted from the stallholder's bond.

SAFETY COMPLIANCE

The Festival maintains a high standard of safety across its sites. While on-site, all stallholders and their employees and/or volunteers are required to comply with National Work Health & Safety (WHS) standards and Festival site rules. **Festival staff and external consultants will inspect stalls regularly to ensure compliance.** Any concerns regarding safety **must** be remedied immediately by the stallholder to ensure safety standards are maintained and trade can continue.

In the event of an emergency, the stallholder **must** comply with directions given by Festival staff or by any member of NT Emergency Services.

PRE-EVENT SAFETY CHECKLIST

The Pre-Event Safety Checklist (“the checklist”) complies with NT Worksafe Guidelines and is available on the Darwin Festival website. Successful applicants **must** complete and return the checklist by **Thursday 11 June 2020** as a condition of trade. If the successful applicant’s operations do not meet the checklist requirements, they will not be permitted to trade until the requirements are met.

Applicants may request a copy of the checklist for their information during the application process. **Please do not submit the checklist with the application.**

SAFETY INSPECTIONS

Workplace safety inspections will be held prior to site opening and during delivery by Festival staff and external authorities. All compliance requirements **must** be met, or vendors will not be permitted on-site and bond and fees will be forfeited.

HEALTH

As the responsible stallholder, you have ultimate responsibility for the quality and safety of the food and beverages you serve at the event. You must take adequate precautions to ensure that you meet the requirements of the Food Act 2001 and Food Safety Standards.

Food Handling Staff

You must ensure that all food handlers working with you have received adequate training in safe food handling. Your staff must be suitably dressed, in good health and able to explain and practice the principle of safe food handling.

Protecting Food

Food includes any substance or thing of a kind used, or represented as being for use, for human consumption (whether it is live, raw, prepared or partly prepared). This includes drinks. You must protect food from cross-contamination, you must store it in appropriate conditions, keep it at a safe temperature and prepare and serve it with clean and sturdy food handling implements and packaging. Food on display to the public must be protected by wrapping, storage inside a display case or behind a sneeze guard.

Temperature Control

Potentially hazardous foods (raw or cooked) must be held at safe temperatures. You must have an accurate thermometer on your stall and keep a written record of your temperature checks every day. Food belonging to you that is kept in communal storage areas (walk-in cool rooms) remains your responsibility. You must ensure that it is covered, clearly marked with your stall name and the date, kept at a safe temperature and stored in your allocated area.

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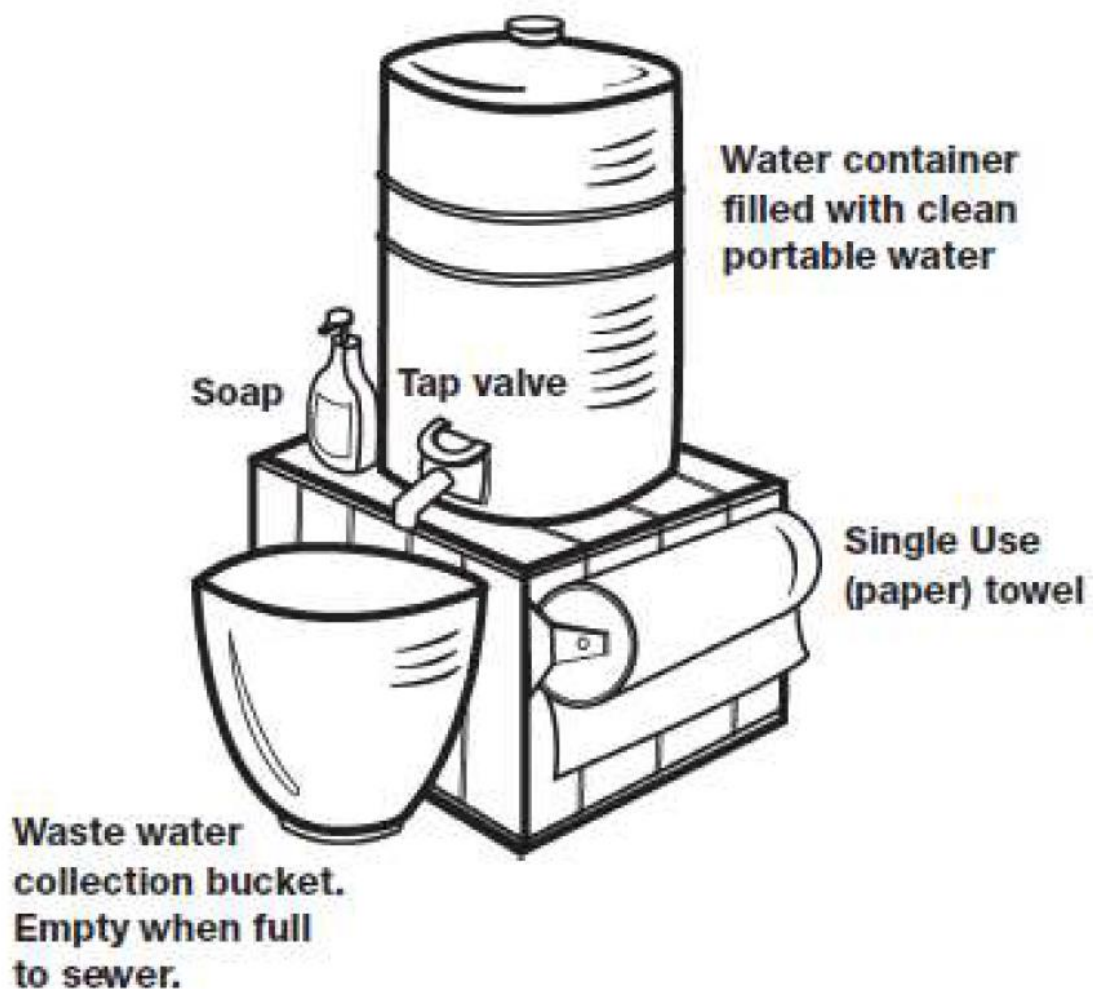


Hand Washing Facilities

You are required to provide hand washing facilities that are easy for your staff to access and wash their hands under running water, provide liquid soap and disposable paper towels. An electric urn set to 40°C with a catch basin underneath may be sufficient. You may not use a food preparation sink or a pot washing sink as your hand washing facility.

Recently there has been an emerging trend of food stalls not being equipped with proper hand wash, food grade sanitizer, detergent or temperature probe thermometers. These are essential aspects of food safety and will be required on site on a day to day basis.

Your hand wash set up must look like this,



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ELECTRICAL

Stallholders are responsible for bringing their own extension cords. Cords or cables that run at ground level in public traffic areas or access ways, or that are suspended on stands, must be arranged so they do not obstruct foot traffic. When run on the ground, extension cords must be suitably protected from mechanical or thermal damage.

All cords and cables must be tested and tagged to comply with the WHS (National Uniform Legislation) Act 2011 ("the Act"). The Act requires electrical leads to be tested annually and tagged. Electrical appliances; power boards; safety switches (RCDs); and extension cords must be tested and tagged every twelve 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, and any that are not tagged will be removed from site. 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.

Should a stall fault or short-circuit the power supply due to unapproved or incorrect use by the stallholder, the stallholder responsible will be charged for any costs incurred (e.g. electrician call-out).

GAS

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

An approved flexible pigtail hose, connected from the regulator to the gas cylinder, must be used, and should be **no less than** 1.5m in length. The hose must also have an excess flow valve that slows the flow of gas should the hose become damaged.

All gas regulators must be a low-pressure, dual-stage regulator. The cylinder regulator must be low pressure (3-kPa max outlet pressure) when all appliances are 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 **must** be connected to the gas cylinder in accordance AS 5601.

Ring burners and portable wok burners are not accepted on-site unless the burner is certified with an integral pan support. Appliances must be placed on a non-combustible surface and secured to prevent movement. Stallholders must provide evidence that the equipment is Type A or commercially rated.

FIRE SAFETY

All fire safety equipment must be *AS/NZS 1841.5* certified and have current inspection tags. All stallholders are required to supply the following:

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

Stallholders **must** supply the relevant signage with their fire safety equipment, and the Festival can assist with signage installation. Fire safety equipment may be subject to random spot checks by external authorities.

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FIRST AID

All stalls are required to have a member of staff with a current First Aid certificate, and a Food Industry Compliant First Aid kit.

For more information on stallholders safety guidelines

Contact NT Worksafe

Toll-free 1800 019 115

Email ntworksafe@nt.gov.au

The NT Worksafe guide to electrical equipment and gas installations at markets, shows and sporting events is located at the following website.

<https://worksafe.nt.gov.au/forms-and-resources/guides/electrical-equipment-and-gas-installations-at-markets,-shows-and-sporting-events>

GENERAL

- **No** alcohol or glass products are permitted on-site. Failure to comply will result in instant removal from site by security and/or police and forfeiture of the bond and site fees.
- The Festival has total control over signage and items being displayed or sold at the event and will prohibit or remove any materials that are offensive or infringing on copyright.
- Unauthorised use of the Darwin Festival name and branding is prohibited.
- The Festival has exclusive rights to 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 pedestrians must **not** be impeded.
- The conduct of raffles or fundraising is **not** permitted.
- No damage will be done to the road, footpath, or any other government property.

SELECTION PROCESS

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

Applicants **must** ensure that all required documentation is submitted with the application. Incomplete applications **will not** be considered.

Darwin Festival convenes an assessment panel (stallholder committee) to evaluate applications. Darwin Festival appoints stallholders based on the following criteria's and weightings.

- a) Past Performance: (10%)
 - Quality of product
 - Quality of customer service
 - Level of experience and professionalism
 - Standard and quality of Supplies previously provided to events.

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b) Capacity (15%):

- Compliance with council and national regulations
- Promptness of site fee payment and lodgement of relevant forms.
- Support materials provided by the applicant (e.g. product photos, links to websites, etc) Other factors including the quality of images supplied and the amount of information provided in the application all play a part in helping to assess individual applications.
- Capacity to deliver, including staffing, equipment and access to produce
- Commitment to WHS compliance

c) Environmental (20%):

- Adherence to Darwin Festival Environmental procedures.
- Commitment to sustainable practice, including biodegradable packaging and single-use plastics
- Environmental innovation e.g. equipment that uses less power, environmentally safe and plant-based cleaning products.

d) Local Content: (30%)

- Origin of stallholder (NT)
- Engagement with local produce suppliers and products
- Employment of local staff

e) Scope Specific Criteria (15%):

- Diversity in range of products
- Stall Presentation
- Range of healthy food options
- Dietary requirements menu consideration e.g. Vegetarian, vegan, gluten free, kids offering
- Uniqueness of the product and how many other retailers there are in a category
- Suitability to specific event/site e.g. Teddy Bears' Picnic

f) Price (10%):

- Good value for money
- Accessible menu pricing – diverse price range and sizes.

The Darwin Festival stallholder committee panel will also take into account the following as reasons for non-acceptance.

- Duplication of product
- Lack of sites available
- Inability to meet appropriate regulations
- Poor environmental practices
- Unsuitable for a particular event's aims and objectives

CONTACT US

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