

## Terms and conditions

### Application:

1. On confirmation of your site, a site fee of \$500 is payable prior to event date 3 November 2019;
2. All cancellations must be received in writing to the Event Manager;
3. All applications will be assessed on menu selection, uniqueness of product, product quality, stall size and appearance, power requirements, environmental friendliness, ability to supply and professionalism;
4. Allocation of the site will be awarded to the applicant that in the opinion of the event organisers will best benefit the event plans and event patrons.

### Set up and Operations:

1. The applicant agrees to operate their stall for the duration of the operational times listed on this form. All times are subject to change by the Event Manager;
  2. All sites are to be erected and functional at least 15 minutes prior to the operation time as stated on the application form or as confirmed in the site confirmation letter;
  3. Dismantling may only commence after the operation time as stated on this form or when advised by the event management team on-site;
  4. For safety reasons, vehicle access in the event site will only be permitted during designated bump-in and bump-out times. Vehicles that form part of the operations of trade may stay onsite but are not to be moved outside of designated bump-in and bump-out times;
  5. The allocated area is to be used solely for the purpose specified herein. No sub-letting will be permitted. No selling, canvassing, hawking or distribution of printed or other matter will be permitted outside the area contracted;
  6. Site holders shall leave their allocated area in a clean and tidy state, removing any litter, spills, by-products or equipment from their activities. Should the site require further cleaning or removal of equipment at the conclusion of the event, this expense may be passed onto the site holder. All food sites operating on the ground must provide adequate floor covering to contain any spills;
  7. Vendors must only use equipment in good sound condition. All guards and safety shields on equipment must be used at all times;
  8. All electrical leads and equipment must be tagged and tested within 12 months of the event date and must have current tags showing at all times. Any lead that does not have an up to date tag will be discontinued by the event organisers on the day of operation;
  9. Wollongong Council specifies "A fire extinguisher and fire blanket should be supplied in any vehicle or stall where cooking or heating process are undertaken. Fire-safety equipment should be easily accessible in the event of a fire. The extinguisher should be suitable for dealing with the type of combustible materials present. Fire-safety equipment should be tested annually and have current tagging in accordance with the relevant Australian Standard. Contact NSW Fire Brigade for more information";
  10. All leads, hoses or other trip hazards must be suitably covered to prevent any trip hazards;
  11. All marquees must be adequately weighted to ensure no movement due to heavy wind etc. All weights are to be clearly marked and visible to the public to prevent hazards;
  12. No spikes or retaining pegs may be used to secure structures due to underground electrical and irrigation hazards;
  13. Any fences or barriers must conform to safety standards and be secure for the intended use;
  14. All emergency entry/exit points must remain clear and unobstructed at all times;
  15. All site holders must be aware of the location of First Aid and all emergency procedures for the venue. This will be contained in your site approval notice;
  16. Food must only be prepared in accordance with Wollongong City Council's food standards;
  17. Site area is to be kept clean and tidy at all times during the event;
  18. The use of glassware is totally prohibited at this event;
  19. Use of amplifiers or loud speakers, including cassette players by site holders is prohibited;
  20. Vendors may not smoke within 10 metres of a place where food is sold or supplied;
  21. Vendors must supply a copy of NSW Food authority permit to event organisers;
- Public Liability** vendors must register with Wollongong City Council as a Food vendor.
1. The vendor shall carry public liability insurance valued at \$20M and supply the event organiser a copy of the certificate of currency;
  2. The vendor's liability insurance valued at \$20M must make reference to their business trading name as an interested party;

3. The vendor shall exercise due diligence to ensure all staff and sub-contractors comply with their duties as prescribed by Work, Health & Safety Act 2011 (Cth)
4. All equipment brought into the event is to be the full responsibility of the site holder including, signage, marquees, lighting, extension cords and hoses;
5. Multiple Sclerosis Limited shall not be held liable for the loss or damage to the site holder's property during the bump in, bump out and operations of the event;
6. If the organisers find it necessary or expedient to cancel or postpone the event, this contract shall cease to operate and any site fee paid shall be returned to the vendor. Multiple Sclerosis Limited shall not be liable to the vendor for any compensation;
7. Multiple Sclerosis Limited reserve the right to cancel this contract and to retain the paid site fee if there is in the opinion of the event organiser any infringement of any of the foregoing conditions and/or if the site holder does not occupy the said space at the commencement of and during the period of the event.

**Image use**

1. By agreeing to the terms and conditions, you authorise Multiple Sclerosis Limited to use any photograph/videotaping taken of your site, including images of your products and staff, for any publicity purposes including publications, promotional flyers, news articles, websites, newsletters and magazines . For further information on how MS manages and protects personal information please refer to [www.ms.org.au](http://www.ms.org.au)

By completing the expression of interest application, you confirm that you have read, understood, and agree to abide by the terms and conditions attached. You understand that by completing the expression of interest application it does not guarantee the applicant a site.