

STALLHOLDER INFORMATION

WELCOME

WELCOME TO FESTIVALE'S STALLHOLDER APPLICATION GUIDE FOR 2023

February 3-5 2023 will see Festivale return to its home in Launceston's iconic City Park. We are excited to be back and look forward to working with you to make Festivale 2023 a very successful and memorable event for all. Festivale is one of Tasmania's premier summer events designed to showcase the best of Tasmanian produce, beverages and entertainment and after 2 years away from the park, we are keen to bring the city to life again.

Festivale 2023 will be the familiar event that you, our stallholders, and patrons have come to know and love. Whilst we will still have to adhere to any COVID19 safety measures that may be in place (signage, social distancing where possible, hand sanitisers and any other requirements advised to us under our COVID19 safety plan), our aim is to present an event that continues to be fresh, welcoming and a party atmosphere where people will be able to catch up with friends, partake in a drink and fabulous food and enjoy outstanding entertainment.

As a committee we acknowledge the past 2 years has been difficult for stallholders. Therefore to ensure you have a successful and rewarding experience at Festivale 2023, the Committee have agreed to subsidise stallholder fees to assist you in getting back to festivals and events. The new pricing for 2023 is detailed in the application process and prices include GST.

Thanks to our entertainment sub-committee, we have an incredible entertainment lineup booked for Festivale 2023 and we are confident this will have a positive effect on ticket sales. Our ticket sales will go on sale on the 1st September this year and will be supported by a major marketing campaign – we would love to see tickets sold out prior to us opening on the 3rd February!!!!

We are also introducing the Festivale "forager" pass – more details will be sent to successful exhibitor applicants, but essentially this is a program aimed to drive customers to your business prior to Festivale, maximising your involvement with our event. Each visitor to your business will go in the draw to win a major cash prize and each business taking part will go into a draw to win your stallholder fees back (up to \$3000.00).

Festivale 2023 welcomes applications from stallholders with distinctive concepts, innovative menu options, striking stall designs and presentation. We are also looking for stallholders to focus on some key menu offerings and to perfect these rather than try and deliver a complex menu that doesn't allow you to fully showcase your skills. We suggest a maximum of 4 main offerings which can be varied to allow for tastings and share platters.

Applicants who feature direct relationships with Tasmanian producers will be considered favourably. Due to space limitations within the park, we will be looking for applications from stallholders who showcase prime Tasmanian produce and products. Festivale patrons should be able to experience the specialities of Tasmanian produce with a focus on quality when purchasing at the event. There is an

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expectation that stallholders will provide a variety of speciality premium products and or dishes of suitable and consistent portion sizes that represent great value for money and are presented at a high standard for patrons to purchase. Diversity and price are the most influential factors for our patrons. Festivale requires all food stalls to provide at least one taste plate or entrée size option on their menu priced at \$8 (inc GST).

Some important points for you to note as you commence your application:

- If you submitted an application for the 2022 event which didn't proceed, your application will already be pre-filled with the information that was provided at the time of submission. You can simply check the content and re-submit your application to be considered as a stallholder for 2023.
- Be sure to save your content as you go through the application process – your information won't save unless you hit "Save" at the bottom of each page before you exit
- You can start your application and come back to finish it later (make sure you save as noted above)
- Each step of the process is shown at the top of each page so you can track your progress
- Information you provide in your menu will be published in our program and on our web page so please describe your menu items well, check for spelling and grammar and use the opportunity to promote your products.
- Please ensure you adhere to the word count limit
- Please ensure you include photos and plans as requested – failure to do so may result in your application not being fully assessed
- Complete your application with the assumption that we don't know anything about your business or offerings. Each year a new panel assess applications and the initial selections are made purely on the information contained in your application.

If you have any queries about applying for your Festivale site please contact our office on 03 6334 9990 or eventmanager@festivale.com.au

WE LOOK FORWARD TO RECEIVING YOUR APPLICATION.



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IMPORTANT DATES

**FESTIVALE FRIDAY 3 – SUNDAY 5
FEBRUARY 2023**

CLOSING DATE FOR APPLICATIONS

Friday 15 July 2022

NOTIFICATION TO SUCCESSFUL STALLHOLDERS

Friday 19 August 2022

BOND PAYMENT DUE

Friday 9 September 2022

FINAL SITE FEE PAYMENT DUE

Friday 4 November 2022

COMPULSORY FESTIVALE STALLHOLDER BRIEFING

Tuesday 10 January 2023 – 6:30pm zoom
meeting (link to be sent to successful
applicants)

FESTIVALE CONTACTS

OFFICE

PHONE 6334 9990

EMAIL info@festivale.com.au

WEB festivale.com.au

MAIL PO Box 910, Launceston 7250

CHAIRMAN, FESTIVALE

David Dunn

0467 344 520

chairman@festivale.com.au

EVENT MANAGER

Hayley Chugg

PHONE 6334 9990

MOBILE 0418 819 696

eventmanager@festivale.com.au

CO-CHAIRMAN FOOD & BEVERAGE SUB COMMITTEE

Claire Warren and Ros Rees

Fbchairman@festivale.com.au

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IMPACTS DUE TO COVID19-19

FESTIVALE IS COMMITTED TO PROVIDING A SAFE AND COMPLIANT EVENT

Festivale is working closely with Government and Public Health and will be submitting our COVID19 plan prior to the end of June 2022.

Further information will be supplied to successful stallholders regarding any additional requirements that must be adhered to upon approval of our COVID 19 plan.

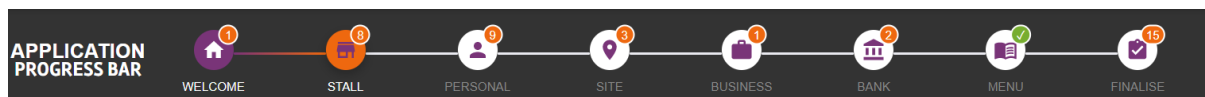
HOW TO APPLY

Log in to the application portal via the Festivale website or the following link [Festivale 2023 Stallholder Application Portal](#)

If you are a new stallholder, you will need to follow the steps to create an account or if you applied last year to attend our cancelled event you can log in using the details you created at the time.

Once you have logged in or created an account you can begin your application.

The progress bar will let you know if you have not fully completed any pages



Remember to save each page as you go, with the save icon at the bottom of each page



Make sure you read agree to the terms and conditions on the last page and click submit to be considered a stallholder at Festivale 2023

SUBMIT AND LOCK APPLICATION

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HOW WE WILL DEAL WITH YOUR APPLICATION

Once your completed application has been received, it will be assessed against the Stallholder Criteria. Although your application may have addressed all criteria, you are not guaranteed a site at Festivale.

In view of the demand and limited number of sites available, we will choose applicants that exhibit excellence, diversity, innovation, commitment to the use of Tasmanian produce and who will work collaboratively with event organisers to ensure patrons enjoy Festivale and continue to return each year.

APPLICATIONS WILL CLOSE ON FRIDAY 15 JULY 2022 AT 5PM.

Applicants will be notified if they have been successful no later than 19 August 2022

All applications are given full consideration however, Festivale reserves the right to accept or reject any application and the decision shall be final.

Unsuccessful applicants will be placed on a waiting list and will be considered if sites become available.

If your application is successful, you will receive an invoice for the bond, due by 9 September 2022 and an additional invoice with full payment of your site fee by 4 November 2022

APPLICATION ASSESSMENT CRITERIA

Menu Content:

Innovative use of locally grown Tasmanian produce

Pricing and value

Taste plate or sample sized option at \$8 or under (incl. GST)

A menu with the option of shared plates consisting of a combination of your menu items

Completion of Food Safe Course and RSA certificate

CONCEPT & PRESENTATION:

Quality of overall site design (imagery to be uploaded with application)

Visually appealing (imagery to be uploaded with application)

Customer service and interaction with patrons

Use of lighting and signage

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Environmentally friendly

Collaborations between stallholders

STALL LAYOUT AND DESIGN:

Suitable space allowed for food preparation, service areas and adequate handwashing facilities

Accessibility for all customers

Menu boards to be placed in easy to read area eg. Above counter height

Stall flow/design in consideration to your Safety plans

Stall design inviting for customers

Stallholders who use gas in their site please refer to gas usage requirements and take into consideration with your site layout, this information is included in the application.

COMPLETED APPLICATION:

The following details must be supplied in the application:

Photos and layout plans

Full name and contact details

Menus, beverages and prices

COVID19 safety plan

Site descriptions

Electrical and gas requirements

Agreement signed

Gas Indemnity if applicable

Completed Temporary Food License application

Spelling and grammar on menu correct

CRITERIA FOR FOOD & BEVERAGE SITES

Festivale is a “tasting” experience... a variety of serving sizes is preferable. Menus should be simple and innovative and wines and beverages compliment Tasmania’s premium produce.

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We want to see a commitment by Stallholders to use locally grown Tasmanian produce. Festivale patrons expect to sample a range of dishes and beverages that reflect the use of local Tasmanian produce and showcase creativity, diversity and value.

Festivale requires all food sites to provide at least one taste or sample size option. Up to four key menu items per stall is recommended with these items also able to be offered as taste plates or share platters.

FOOD

Applicants should demonstrate their menus showcase premium Tasmania produce as the star of the dish. Freshly prepared and seasonal goods and produce are preferred. Where essential ingredients are not available in Tasmania, these ingredients can be supplemented, however, core ingredients of your menu must be Tasmanian.

Festivale aims to be a “tasting” experience for individuals and groups and therefore encourages stallholders to offer tasting options as an element of your menu to allow patrons to experience as many different dishes as possible.

Follow the success of our model at INDUGE, we suggest 4 menu items per stall with the recommendation of making share platters for various size groups from a combination of your menu items.

PLEASE NOTE: processed frozen fast food chips are not acceptable, however hand cut Tasmanian potato chips accompanied by dipping sauces or other food items will be considered.

BEVERAGES

All wines, boutique beers, spirits and other beverages (with the exception of coffee) must be grown and produced in Tasmania and sold by the producer. Festivale will not allow the sale of cleanskins or wholesalers or shop retailers to sell beverages at the event.

Festivale requires wine sold by the glass to be reflective of the bottle sale price.

Hartz is a Festivale sponsor and is the official supplier of soft drinks, juices and water. If stallholders wish to sell soft drink, water or juices they must be purchased from Hartz.

James Boag is Festivale’s Premium Partner and is the official beer supplier at Festivale.

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THE FOLLOWING CRITERIA WILL BE ASSESSED BY THE FESTIVALE FOOD AND WINE COMMITTEE.

Food Site	Points	Beverage Site	Points
Menu Content	40	Beverage Content	40
Concept & Presentation	40	Concept & Presentation	40
Stall Layout & Design	10	Stall Layout & Design	10
Completed Application	10	Completed Application	10
Total	100	Total	100

ESSENTIAL STALLHOLDER INFORMATION

FESTIVALE 2023 HOURS OF OPERATION FOR THE PUBLIC ARE:

FRIDAY February 3, 4:00pm - 11:00pm

SATURDAY February 4, 11:00am - 11:00pm

SUNDAY February 5, 11:00am - 4:00pm (please note change of opening time)

FOOD STALLHOLDERS COUNCIL REQUIREMENTS

If you are selling food you must have a Food Business Registration. If your application is accepted, you will be required to contact Environmental health at City of Launceston to register for a Food Business Registration if you do not already have one.

For further assistance please contact an environmental health officer at City of Launceston.

For further information: City of Launceston

MENTORS AND SUPPORT

If you are a new stallholder to Festivale, we can put you in touch with an experienced stallholder who may be able to assist you with any queries. Please contact the Festivale Office for further details.

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INSURANCE

As part of your application please provide Festivale with a Certificate of Currency from your insurer detailing your insurance cover for the Festivale period.

Workers' compensation and minimum \$10m public liability insurances are compulsory. It is also strongly recommended you include contents and damage insurance. Please provide updated documents prior to the event if your policy expires prior to Festivale 2023

GAS

All gas must be supplied by our official gas supplier. You cannot bring your own gas bottles into the park – any stallholder found doing so will be required to removed them immediately and forfeit full bond.

You must complete the gas requirements section of the application package. When requesting your gas, please make sure you only request gas cylinders for connection to appliances. This means that no additional gas cylinders will be left unconnected.

Gas bottles will be supplied and are 8.5kg, 15kg and 45kg in capacity. No other cylinders will be allowed on site.

If you use any gas equipment or fittings these must be inspected for standard compliance by a licensed gas fitter prior to installation on site in accordance with Australian Standard AS/NZS 1596:2008. You must be able to provide evidence of the inspection if required by Festivale.

If you require gas but do not order prior to the event a call out fee will be charged by our gas supplier.

ELECTRICAL REQUIREMENTS

Power supply at the event is limited therefore it is imperative that you calculate your power requirements accurately in your application form.

The maximum loading must not exceed 3.6 kilowatts per 15 amp power outlet. If you are found to have any equipment that has caused tripping of the power supply then you will be charged a service fee for re-connection.

PLEASE NOTE: 1 power outlet is included in your site fee. Additional power outlets must be ordered on your application and are subject to availability

RESPONSIBLE SERVING OF ALCOHOL

It is a requirement by Festivale that ALL staff serving alcohol at the event have undertaken an approved Responsible Serving of Alcohol Course. Staff working at the event serving alcohol must

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supply a copy of their RSA accreditation to the Festivale Event Manager by Monday 31st January 2023.
The accreditation is as noted below:

An "approved course" means a course of instruction or training in the service of liquor, approved by the Commissioner.

The Commissioner has determined that he will recognise:

- RSA courses from any Australian jurisdiction (including Tasmania) that deliver the Australian Skills Quality (ASQA) accredited national competency:
 - SITHFAB002;
 - All previous versions (SITHFAB201, SITHFAB009A, THHBFB09A and THHBFB09B); and
 - Any future versions (subject to Liquor and Gaming Branch review);
- RSA certification from any other Australian regulator; and
- RSA certification issued by an Australian entity prior to the commencement of the national competency framework (ie. prior to 1998).

WARNING : The following website does NOT deliver an RSA course that is approved in Tasmania: <https://rsaonlinenow.com.au/>

If you have undertaken an RSA course with this organisation, you will NOT be able to use that certification to work in Tasmania and will be required to complete an accredited course.

Festivale, Liquor and Gaming Licensing Branch and Tasmania Police will be conducting random checks throughout the event to ensure compliance.

CESSATION OF ALCOHOL SALES

Stallholders selling alcohol must cease bottle sales at 9.30pm on Friday and Saturday evening and 3.45pm on Sunday.

All alcohol sales must cease at 10.45pm on Friday and Saturday evening and 3.45pm on Sunday.

BOTTLE SALES - TAKEAWAY

Takeaway bottle sales are not permitted on Friday night.

Takeaway bottle sales cease at 4:30pm on Saturday i.e. any takeaway sale must be removed from the park by 5:00pm.

Takeaway bottle sales are permitted on Sunday.

All stallholders selling alcohol should provide at peak times a floating non-serving staff member who can identify patrons who are underage or have consumed enough and should be refused service.

All stallholders are reminded that the liquor permit is issued to a member of the Festivale Committee who is authorised to direct and control liquor sales at any site at any time and to ensure the Liquor Act and conditions of the permit are complied with. The Commissioner vests this authority in the permit holder for good reason. The permit holder is in the best position to be aware of any issues that

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could affect the overall conduct of the event. Tasmania Police and Liquor and Gaming can direct that the sale of liquor cease or change at anytime during the period of the liquor permit.

COMPOSTABLE PACKAGING

All stallholders at Festivale must use compostable packaging. This includes but is not limited to all plates, bowls, cutlery, serviettes, ice-cream cups and drinking cups/glasses.

By submitting an application, you agree to serve all food and beverages in certified compostable packaging.

Festivale reusable glasses will be available for patrons to purchase from the information booth.

It is a condition of entry that you agree to this policy. Non compliance may result in the closure of your site and forfeiture of your bond and site fee. If you have any questions regarding this policy or you wish to discuss a particular issue, please contact the Event Manger.

CHOOSING THE RIGHT SITE

SIZE AND LOCATION

The actual dimensions of your site are important for the set-up of the event and may impact on our infrastructure and the park layout. Your information must be accurately depicted in your site diagram and include all intended areas to be used including cooking areas, wash up stations, storage facilities, cold rooms, preparation areas, doors and tow bars (if using a van or caravan) as the entire measurement. Any additional areas utilised, or infrastructure found on site will not be permitted.

LOCATION OF SITES

Festivale will allocate sites taking into account the following:

Electrical requirements

Diversity of products in areas

Size of site requested

Pedestrian traffic flow

Health and Safety issues

Park layout

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Stallholders with significant infrastructure such as ovens and trailers must include these details in the application.

PLEASE NOTE: Stallholders are not able to request site locations within the park. Sites will be allocated by Festivale.

SITE SHARING

If you request to collaborate with another stallholder, you must request either a 6m x 3m or a 6m x 6m site. Only a maximum of two businesses can share a site if you wish to co-brand e.g. a food business and a beverage business or two food businesses or two beverage businesses. A maximum of three businesses of any type can share a site under a common name, however the stall will only be referenced in promotional and program material as the collective site name not the individual brands.

Only one business will be invoiced the full site fee. The business that completes the contact and banking details in the application will be invoiced and will be required to pay the site fee in full to Festivale. Each business and their menu will be assessed to ensure that all criteria is met.

PLEASE NOTE: Stallholders that apply for this site will apply by selecting the shared food and beverage site type application

GAS: \$185 (INC GST)

One off cost, includes all gas required for the event. Available in 8.5kg, 15kg and 45kg bottles.

POWER: \$170 (INC GST)

Your site fee includes one (1) 15 amp outlet.

Additional power outlets may be purchased subject to availability. The power fee includes access to our on call electrician over the three days.

DISABILITY ACCESS

The Committee is dedicated to making Festivale an accessible environment for all and will be reviewing all sites according to the Australian Standards. We strongly encourage all exhibitors to adhere to these standards in the development of their individual site e.g. lowered serving counter/bench heights/menus in large font/well-lit stalls etc.

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SITE FEES

The 2023 site fees for 2023 have been subsidised by the Festivale Committee. The site fee's below are exclusive of stallholder tickets or lanyards, these will be purchased separately to your site application, through Ticketbooth once you are an approved stallholder. Your site fees will include *car park passes and site vehicle passes and marquees for non-van site applications*. All sites, regardless of location, will be charged a set fee according to the size of the site area required not the size of marquee or van.

FOOD SITE:

Size	Incl GST	Bond
3m (frontage) x 3m (depth)	\$1,320	\$500
3m (frontage) x 4.5m (depth)	\$1,430	\$500
3m (frontage) x 6m (depth)	\$1,650	\$500
6m (frontage) x 3m (depth)	\$2,090	\$500
6m (frontage) x 6m (depth)	\$2,530	\$500

BEVERAGE SITE:

Size	Incl GST	Bond
3m (frontage) x 3m (depth)	\$2,420	\$500
3m (frontage) x 6m (depth)	\$3,080	\$500
6m (frontage) x 3m (depth)	\$3,520	\$500

VAN SITE:

Size	Incl GST	Bond
Food Van	\$2,200	\$500
Beverage Van	\$2,750	\$500
Coffee Van/Stall	\$1,980	\$500
Food and beverage Van	\$2750	\$500

SHARED SITE:

Size	Incl GST	Bond
6m (frontage) x 3m (depth)	\$4,400	\$500
6m (frontage) x 6m (depth)	\$5,390	\$500

FOOD & BEVERAGE SITE:

Size	Incl GST	Bond
3m (frontage) x 3m (depth)	\$2420	\$500
3m (frontage) x 6m (depth)	\$3080	\$500
6m (frontage) x 3m (depth)	\$3520	\$500
6m (frontage) x 6m (depth)	\$5390	\$500



PLEASE NOTE:

1. If the BOND payment is not made by the due date (9 September 2022) the Festivale Committee will offer the site to a wait listed stallholder.
2. Failure to pay site fees by 4 November 2022 may result in forfeiture of bond or withdrawal from promotional schedule until fees have been paid.
3. Cancellation or withdrawal from Festivale 2023 after Friday 29 October 2021 will result in forfeiture of bond.

IMPORTANT: Please ensure you request a site of a suitable size for your needs. It is strictly prohibited to prepare or cook food outside of your site.

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ADDITIONAL INFORMATION

SAFETY STANDARDS

Festivale is constantly reviewing safety standards.

If you are selected as a stallholder you will be required to complete and submit a risk management plan to operate at Festivale. Stallholders will be required to adhere to all our safety procedures

PLEASE NOTE: We are governed by Workplace Standards and during bump in and bump out you will be required to wear a safety vest and closed footwear i.e. thongs, sandals and open toed shoes are not permitted on site. Please note that you will be required to provide your own safety vests.

STALLHOLDER PASSES

All stallholders and staff must hold a stallholder ticket to gain entry to the park. If you or your staff arrive at the gate without a pre-purchased entry ticket, they will be required to purchase a ticket online in order to access the park.

Stallholder passes can be purchased at a reduced rate of \$12.00 each - day must be specified when purchasing the ticket

Under no circumstances are Stallholder Passes to be issued to customers/guests, as these passes give access to the site prior to public opening time which may pose a security risk.

PLEASE NOTE: No staff passes are included in site fees for 2023

VEHICLE PARKING:

PLEASE NOTE YOUR SITE FEE INCLUDES A VEHICLE PASS

Successful stallholders will be notified of the location of the parking area. Your vehicle will not be allowed entry to the carpark area without the pass displayed on the dashboard.

FESTIVALE IS A SMOKE FREE EVENT

Festivale aims to protect all patrons, stallholders and employees from exposure to Environmental Tobacco Smoke (ETS). Launceston City Park is a smoke free venue and will continue to be so for the duration of the event. If you do wish to smoke, you will be required to exit City Park to do so. There is no designated smoking area.

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BOND

Your bond is fully refundable after the event, however deductions will apply for:

- Charges associated with tagging and testing of electrical equipment or rectification of equipment to make it compliant with relevant standards (minimum charge \$50)
- Any damage to the marquee supplied by Festivale
- Removal costs of any rubbish left on site either inside or behind your site
- Removal costs of any fat left on your site
- Additional power outlets
- Additional gas requests
- Non adherence to traffic management
- Fines imposed by Festivale for out-of-hours trading
- Fines and charges incurred by Tasmania Fire Service
- Failure to pay site fee on time
- Cooking outside your allocated site
- Failure to attend Stallholder Briefing Session
- Any GST, which is applicable to cost and charges

PAYMENT OF SITE FEES

Failure to make final payment by Friday 4 November 2022 will result in forfeiture of your bond.

Payment Options

Festivale site fees can be paid using the following options:

Credit Card/ Eftpos

Please call the office
to make payment

OR

Electronic Transfer

Account Name:
Launceston Festivale Committee Inc
Bank: WESTPAC
BSB: 037-608
ACC: 740444

FREQUENTLY ASKED QUESTIONS

WHO ORGANISES FESTIVALE?

Festivale is run by a dedicated volunteer Committee and employs a part time Event Manager to assist in the year-round planning and management of Festivale. A Site Manager is also engaged on a casual basis to assist with the final stages of planning and running the event. Each volunteer Committee member brings experience and expertise to the event in areas such as entertainment, food and beverages, logistics, finance and marketing. To read more about our team [CLICK HERE](#)

WHERE IS FESTIVALE HELD?

Festivale is held in Launceston's City Park, located at 45-55 Tamar Street Launceston

WHEN DO TICKETS GO ON SALE

Tickets go on sale on the 1st September 2022

HOW MANY STALLHOLDERS AND PATRONS ATTEND FESTIVALE?

Festivale attracts around 28,000 patrons over the three-day event

Around 80 stallholders attend Festivale showcasing the best of Tasmania's fine food, produce and beverages.

CAN I PICK MY SITE LOCATION?

Unfortunately, you cannot request a specific site within the park. Our food and beverage committee do their best to ensure vendors are rotated around the park each year.

who are the headliners for 2023?

Headliners will be announced on the 1st September

CAN I CHANGE MY MENU AFTER SUBMISSION?

Menu changes can be done after you have submitted your application and before successful stallholders have been notified. Simply contact our office to ask for your application to be unlocked.

if you would like to change your menu after your application has been submitted and you have been notified that you are a successful stallholder you will need to put this in writing to our office for our food and beverage committee consideration.

IS THE EVENT CASHLESS?

Festivale encourage vendors to go cashless, however it will be up to the individual vendor as to whether they would like to be cashless.



APPLICATION T&Cs



FESTIVALE STALLHOLDER TERMS & CONDITIONS

In these conditions, “Chairman” refers to the Festivale Chairman of the Launceston Festivale Committee Inc or his/her authorised deputy and “LFC” refers to the Launceston Festivale Committee Inc. “Festivale” refers to the 2023 Launceston Festivale event.

- 1.1 Applications close on 15 July 2022 at 5:00pm. Payment of \$500 bond for successful applicants is due within 14 days of being notified that an applicant is successful. In the event that payment is not received by the due date the offer of a site will be withdrawn and the site will be offered to a Stallholder on the waiting list.
- 1.2 Payment of all fees is due no later than 4 November 2022. In the event that full payment is not received by the due date the offer of a site at Festivale shall be withdrawn and the bond will be forfeited.
- 1.3 In the event that the Stallholder wishes to withdraw from the event, notification must be given by 28 October 2022. Cancellation after that date will result in the forfeiture of bond and site fees will still be payable in full.
- 1.4 LFC reserves the right to consider all applications and may, in its absolute discretion, accept or decline a place to any Stallholder. The Chairman or the LFC may restrict entry to the event and may evict any Stallholder who, in the opinion of the Chairman or the LFC, does not comply with Festivale guidelines and criteria.
- 1.5 The Chairman and the LFC reserve the right to allocate stallholders those sites which it deems most appropriate.
- 1.6 Stallholders hereby agree to observe, and to ensure that all staff and contractors engaged by them observe, all Fire, Environmental, Health, Workplace Standards, Liquor and Gaming, Disability, Discrimination and other relevant Commonwealth, State and City of Launceston regulations relating to the bump in and bump out preparation and sale of food and beverages throughout Festivale. Stallholders agree to indemnify LFC for any loss or damage that occurs, howsoever arising, from a failure by the Stallholders, or by contractors or employees engaged by Stallholders, to comply with any legislative or legal obligation under relevant Commonwealth, State and City of Launceston laws or bylaws applicable to Festivale.
- 1.7 Stallholders hereby agree not to assign, underlet or otherwise part with the possession of their site at any time during the continuance of Festivale.
- 1.8 Stallholders hereby agree not to permit any person under the age of eighteen (18) years to be solely responsible for the operation of their site.
- 1.9 Stallholders must carry a current public liability insurance policy (minimum \$10M) to cover their involvement in Festivale. A copy of the policy must be provided to LFC should an application be successful. Stallholders are required to take out adequate workers compensation and any other relevant insurance for the period of the event. LFC strongly recommends that contents/damage insurance be taken out for the event.
- 1.10 LFC and its servants and agents shall not, irrespective of the cause, be liable for any loss or damage whatsoever to the Stallholder’s property including stock or property hired by the Stallholder.
- 1.11 Stallholders hereby agree to occupy and use the site at their own risk and shall accept all liability for damage or injury to any persons or property how so ever the same shall occur and hereby release and indemnify LFC and their servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person, persons or property on the site.
- 1.12 Stallholders hereby undertake to faithfully conform with the requirements of any Act of Parliament which may govern the erection of structures, displays and/or demonstration and/or sale of products and also to conform with any regulation, by-laws or ordinances made under such Acts of Parliament or by any Government, Semi-Government or Local Government Authority duly authorised to make regulations, by laws or ordinances in connection herewith including but not limited to the requirements of the Food Act 2003 and the Food Regulations 2012.
- 1.13 Stallholders agree to comply with all relevant legislation including but not limited to: The Australian Consumer Law and associated consumer protection legislation, Liquor Licensing Act 1990 and Liquor Licensing Regulations 2016, Work Health and Safety Act 2012 and Work Health and Safety Regulations 2012.
- 1.14 LFC shall have the right to inspect any structure and content erected on the area covered by this contract and if in the opinion of the Chairman and after consulting with Tasmania Fire Service authorities, any part of any structure erected on this area in part of whole of any exhibit, goods or chattels displayed thereon, or if the method of displaying them, of in any act to the Stallholder forms a menace from a fire risk point of view, then upon the Chairman or his nominee’s verbal notification to any Stallholder or employee there on his/her stand, the risk shall be eliminated immediately by the Stallholder or their employee.

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- 1.15 LFC may at its discretion and for any reason including by reason of public safety, resolve to cancel or change the venue for Festivale and in the event that in the opinion of LFC a suitable alternative location is not available or it is not possible to host Festivale, it will not proceed. The Stallholder hereby acknowledges LFC's right to take this action and hereby agrees that in the event that LFC does so then the Stallholder will not seek to claim any compensation nor otherwise seek to impose any liability on LFC of any nature whatsoever.
- 1.16 Any Stallholder found to breach Health & Hygiene requirements faces fines, possible site closure, forfeiture of bond and site fees.
- 1.17 Stallholders hereby agree to behave in a hospitable manner towards the public and in a courteous and friendly manner to all Festivale Committee members, staff, contractors, suppliers and volunteers involved in the event and to not commit or allow any act or omission which brings Festivale into disrepute.
- 1.18 Stallholders hereby agree to ensure that their site is operational and open at all times during the trading hours published and not to serve any meals or beverages outside those trading hours. Should a Stallholder choose not to open during trading hours their bond will be forfeited.
- 1.19 Stallholders hereby agree to attend any briefing sessions as requested by LFC. New Stallholders who fail to attend the Stallholder briefing session will result in forfeiture of their bond.
- 1.20 Stallholders hereby agree to only use crockery, cutlery, glassware etc from Festivale's preferred suppliers and which comply with any waste related conditions imposed on or by Festivale. Any exceptions must be approved by the Chairman and/or the Food and Beverage Subcommittee Chairman and must comply with any waste related conditions imposed on or by Festivale.
- 1.21 Stallholders hereby agree not to distribute or permit to be distributed any pamphlets, leaflets, flyers or like material in City Park or at any entrances to City Park.
- 1.22 All games of chance and raffles where tickets are sold are strictly prohibited.
- 1.23 Canvassing or hawking in any part of the Festivale site is prohibited
- 1.24 Stallholders hereby agree to respect Festivale's security arrangements and comply with the measures put in place to ensure a safe and secure event for both the public and Stallholders.
- 1.25 Stallholders hereby agree not to alter their menu or prices submitted in their application without receiving authorisation to do so from the Festivale Food and Beverage Chair.
- 1.26 Stallholders hereby agree not to infringe on public space or on other Stallholders' spaces.
- 1.27 Stallholders hereby agree not to cook outside the allocated stall/site structure unless previously authorised and approved by Environmental Health Officer from City of Launceston Council and Festivale.
- 1.28 Stallholders hereby agree to keep the interior and the rear of their site clean, tidy and free of rubbish at all times or as instructed by LFC, the Chairman or his nominee and/or the Festivale Site Manager.
- 1.29 Stallholders hereby agree to comply with all decisions made by LFC including any decision relating to the site.
- 1.30 Stallholders hereby agree to LFC's official photographer and videographer taking photographs and videos of their stall, Stallholders and staff and authorise the publication and use of these images and videos in whole or in part for LFC's advertising or marketing purposes.
- 1.31 Children under the age of 16 are not permitted in or behind sites during the event (including setup and packdown).
- 1.32 LFC does not permit the sale of any stallholder merchandise, e.g. caps, hats, t-shirts, aprons, stubby holders etc. The only authorised merchandise for sale at Festivale is Festivale merchandise.
- 1.33 Stallholders requiring gas agree to meet all requests made by LFC and the contracted gas fitter and supplier in relation to installation, supply of gas bottles and relevant health and safety requirements.
- 1.34 Stallholders agree to adhere to all lawful and reasonable instructions given by LFC and its employees, servants and agents during bump in and bump out including wearing of correct safety gear at the specified times.
- 1.35 Photography (still and video) taken by representatives of LFC or accredited media during the event will remain the property of LFC and may be used for promotional purposes. Any Stallholder that wishes to be excluded from media exposure or being photographed or filmed must advise LFC in writing at least one week prior to the event. Any images purchased or commissioned by LFC remain the property of LFC.
- 1.36 Stallholders hereby agree to provide a COVID 19 Site Safe plan, no later than 1 December 2022. If not provided the site will be reallocated.
- 1.37 Stallholders hereby agree to follow Festivale's COVID safety plan for the event.
- 1.38 Stallholders bond of \$500 will be refunded within 14 days of the completion of the event subject to:
- There being no damage to the grounds or any infrastructure, eg trees, taps, sprinklers, marquees etc caused by actions of the Stallholder.
 - There being no general rubbish, food scraps, cardboard, paper, bottle tops, cable ties and general rubbish left on the site.
 - No clauses or policies as outlined in these terms and conditions have been breached.
 - All non-refunded or partially refunded bonds are at the discretion of the Launceston Festivale Committee Inc and Stallholders agree to be bound by these terms and conditions.