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**2019 Millthorpe Village Winter Fire Festival Night Markets**

**Night Markets – Friday 2nd August, 2019**

**STALLHOLDER APPLICATION FORM**

 **CONTACT DETAILS**

* Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Stall Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (please ensure correct wording - this wording will be used on your stall sign)

* Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Description of stall (if food vendor – please list food items to be served): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**REQUIREMENTS & COST**

☐ Power. If ticked, what will power be used for? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **YOU MUST BRING YOUR OWN EXTENSION LEADS WHICH ARE TAGGED & TESTED**

Do you have a current Temporary Food Permit with Blayney Shire Council? **YES / NO**

If no – please see section 7 of the Terms & Conditions below.

 ☐ Single Stall Cost = $110.00 Inc GST (these can be shared between two or more vendors)

 ☐ Double Stall Cost = $220 Inc GST

**\* Participation requires you to be a current member of Orange360. For more information please contact Orange360 on (02) 6361 7271**

**\*\* All stall hire fees must be paid upon booking or they will not be confirmed.**

**ACCEPTNCE OF TERMS & CONDITIONS**

☐ I have read and understood the Terms & Conditions of participating in the event (see pages 3-6)

By signing below, I acknowledge that I have read and understood the Terms & Conditions bounding my participation in the 2019 Millthorpe Winter Fire Festival Night Markets event.

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHORISED ON BEHALF OF STALLHOLDER

**PAYMENTS & BOOKINGS**

* Please complete Pages 1 and 2 of this form and send along with:
	+ Your certificate of currency of Public Liability Insurance
	+ Your valid Temporary Food Permit (obtained through Blayney Shire Council)
	+ Your stall payment

To: Attn. olivia@orange360.com.au by COB Friday 31st May (late applications and non-payment at the time of booking will not be guaranteed a site)

* Application forms can be sent by:
	+ Email: olivia@orange360.com.au
	+ Delivered: 150 Peisley Street, Orange NSW (on the railway platform)
* Payments can be made by:
	+ EFT (please enter **“WFF + YOUR STALL NAME”** as the reference)

Acct Name: Orange Region Tourism t/s Orange360

BSB #: 082 774

Account #: 2289 91234

* + Mastercard/Visa only: \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

Exp:\_\_\_\_\_/\_\_\_\_\_ csv \_\_\_\_\_ Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STALLHOLDER INFORMATION, TERMS & CONDITIONS**

1. **WHAT’S INCLUDED**
* Consistent Orange360 Branding on Banner/s or Sign/s with individual names for each stall (please ensure specific stall name wording is used on Page 1)
* Access to bins
* Access to power (if required – please indicate on Page 1)
* Event security
* Advertising and promotion of the event
* Live entertainment
* Liquor Licence to cover event
* Event theming and décor including festoon lighting, chairs and tables
1. **EVENT TIMES AND CONTACTS**
* **Event Hours: 5.00pm – 8.00pm**

* **Stallholder setup**: **From 3.00pm (earlier by arrangement with Event Management)**. Pym Street will be closed for the duration of this event. A site layout will be provided to registered stallholders once layout is confirmed. **Please Note: No vehicles will be allowed access to Pym Street unless pre-arranged with Event Management. Please contact Olivia Morgan to discuss your requirements.**
* Olivia Morgan mobile: 0413 066 770
* **Stallholder pack-**down: From 8.30pm
1. **PARKING**
* Stallholders are encouraged to utilise the he parking to the left of the Railway Station.
* The Event Organisers will not accept any responsibility for any parking infringements, vehicle damage, theft etc. incurred as a result of participating in the event.
1. **STALL SIGNAGE & THEMING**
* A purpose made sign will be provided to hang above the front of your fete stall – all stalls must display the banner provided. Additional chalkboards will be available if required.

We encourage you to enhance the presentation of your stall with quality professionally made signs and other suitably themed items.

Stallholders will need to bring the following, where applicable: fete stall, ice (if required), water jug, spittoon, cloths for fete stall benches, plastic glasses and a handwashing facility if handling food. There will be no on-site cool room available.

1. **SITE LAYOUT**

A site layout will be prepared to best suit the venue and the number and type of stalls present. The location of the stalls is at the discretion of the Event Organiser and will not be negotiable. The site layout will seek to maximise patron flow around the venue and minimize “dead areas”.

1. **WASTE MANAGEMENT**

All stallholders are encouraged to use environmentally friendly products and packaging where possible. As in previous years, the area around your stall **MUST** be kept clean and tidy and after bump-out, you must ensure the area in which you have been allocated is left clean and tidy. All rubbish is to be deposited in bins provided or taken with you.

General waste bins will be provided for stallholder use and will be placed in accessible areas behind stalls. Please refrain from using public bins for disposing of any substantial rubbish.

1. **POWER**

Power is limited so please ensure you indicate your need for power on your application form.

1. **ALCOHOL & FOOD SAFETY**

An application for a Temporary Food Stall Permit will be required for **every** stallholder selling a consumable product i.e. food and beverages. Those already with a current permit need only tick the required box on the application form and supply a copy of their application. Please check your expiry date to be sure that your permit is valid.

Those without a permit will need to have the application completed and submitted to ***Blayney Shire Council*** Food Safety Officer, Anna Moody (with payment) at least 2 weeks prior to the event. Anna can be contacted on 63682104 or council@blayney.nsw.gov.au

1. **PUBLIC LIABILITY INSURANCE**

It is a requirement of participation that all stallholders must carry their own Public Liability Insurance to a minimum value of $10 million and where applicable additional Product Liability Insurance. Please contact your insurer or broker to ensure ***Orange360 and Blayney Shire Council are noted as interested parties.*** A copy of your insurance certificate **MUST** be forwarded with your booking application form.

1. **EQUIPMENT HIRE**

If you require any further hire equipment, please contact the local provider Mac Hire directly on (02) 6360 5011. Please arrange delivery & collection of any hired equipment directly with the provider.

1. **SALE & SERVICE OF WINE**
* Caddie Marshall of Orange360 will be the licensee on the day of the event. All stallholders must abide by the Liquor Act. The licence is a Limited Licence Trade Fair allowing both consumption on site and takeaway bottle sales.
* We encourage stalls serving alcohol to have free drinking water available at their stall, however it is not mandatory as free drinking stations will be set up at the event.
* Wine is to be sold by the glass in a standard measure.
* All serving staff must have an RSA certificate and carry proof of such training with them on the day of the event.
* All stalls serving alcohol must have the appropriate RSA signage displayed (1 per relevant stall).
* Sale of sealed bottles of wine is permitted however under no circumstances are patrons allowed to consume wine from these sales on site. If patrons are caught consuming wine purchased as a bottle sale, security will escort patrons from the venue. Please package any bottle sales up for take away only and ensure you communicate this consumption policy to your patrons.
* We ask that all wine stalls use the laminated signs with wording to address the above point at their stall.
* Alcohol service is to cease at 7.45pm
1. **CANCELLATION/REFUND POLICY**

All cancellations must be notified to Orange360 in writing. Cancellations received 3 weeks or more prior to the start of the event will not incur any charge. You are not permitted to cancel in the 3 weeks prior to the start of the Event. You acknowledge and agree that, if you purport to cancel in the 3 weeks prior to the Event or fail to attend the Event without Orange360 prior agreement, Orange360 will be entitled to retain your up-front rental payment (if already paid) or require immediate payment of the up-front rental payment (if unpaid).

The participant acknowledges that Orange360 does not make any representation or give any warranty with respect to the event, including the number of attendees or the success or profitability of the event.

The participant participates in the event at its’ own risk.

The participant acknowledges that Orange360 is not responsible for, and accepts no liability in relation to, the participant’s participation in the event.

Orange360 liability to you will be limited to the amount(s) paid by you in respect of any stall rental or fee paid.

In no circumstances will Orange360 be liable to you for any indirect, incidental, special and/or consequential losses or damages (including loss of profits or opportunity) arising in connection with the event.

1. **INDEMNITY**

In consideration of Orange360 permitting the participant to operate a Stall at the Event, the participant indemnifies Orange360 and its’ related bodies corporate against any liabilities, losses, damages, outgoings, costs and expenses suffered or incurred by Orange360, a related body corporate of TDO Limited or any third party (including any Event attendee or participant) arising out of the Stallholder's participation in the Event, including the operation of the Stall or the sale of any product at the Stall, any negligent act or omission of the participant or any of the participant’s representatives or any breach of the terms of this agreement by the Stallholder.

1. **FORCE MAJEURE**

For the purpose of this clause, “Force Majeure” means an event or circumstance beyond the reasonable control of a party, including acts of God, war, rain, hail, fire, explosion, civil disobedience, legislation not in force at the date of this Agreement or labour disputes.

Neither party will be in breach of this agreement, and neither party will be liable to the other party, for any delay or failure to perform an obligation under this Agreement due to Force Majeure. Further, the participant acknowledges it is not entitled to any reimbursement in respect of any event or circumstance that prevents or disrupts the Event, including inclement weather.