# FESTIVAL OF OUTBACK SKIES

HUGHENDEN FESTIVAL OF OUTBACK SKIES

# FOOD VENDOR

# TERMS OF AGREEMENT

By signing this document, you are agreeing that you have carefully read and agree to the Flinders Shire Council's terms and conditions to hold a stall at the 2027 Festival of Outback Skies.

**TERMS AND CONDITIONS**

**General**

1. You will provide Flinders Shire Council with a copy of your Mobile Food License with validity for the duration of the festival.

2. You will provide Flinders Shire Council with a copy of your Public Liability Insurance with coverage to the value of two million dollars with validity for the duration of the festival.

3. If you do not have a mobile food license you will need to read and agree to abide by the Temporary Food Premises Requirements outlined in Appendix 1

4. Trading is only permitted at the Festival of Outback Skies within the following time periods. Any times or dates outside of this event will require further sign off from the Council.

- 2.00pm – midnight Friday 30 April
- 6:00am - midnight Saturday 1 May
- 6:00am – midnight Sunday 2 May (Sunday afternoon program moves to the lake – it is optional if you wish to move for the Sunday night)
- 6:00am – 9pm Monday 3 May (the festival finishes on Sunday however you do have the option to trade on Monday as it is a public holiday and most shops in Hughenden will be closed)

5. A site map with your stall location and your bump in schedule will be emailed to the email address you have provided to us.

6. All infrastructure and equipment are to be kept within the boundaries of your site. No spillage onto adjoining sites is permitted.

7. **The festival is a plastic free event, so you must use paper, bamboo or carboard etc for serving**

8. All stallholders must behave in a professional manner.

9. People under the age of 18 years are not permitted to operate a stall unless accompanied by a supervising adult or person over the age of 18 years.

10. Stall holders must be neatly attired and due to safety regulations closed in shoes must be worn.

11. Stall holders cannot vary from their nominated power requirements or product indicated on their application.

12. The approval holder must indemnify and hold harmless the Flinders Shire Council, its servants, and agents (the indemnified) against any claims, for any personal injury, damage or otherwise howsoever occurring in connection with your participation.

13. All vendors will be emailed a festival vendor pass for their vehicles and will be required to adhere to the bump in schedule.

14. Flinders Shire Council reserves the right to advertise or promote the Stallholder in connection with the Festival of Outback Skies and the Stallholder consents to Flinders Shire Council taking and using photographs or digital images which may contain images of the Stallholders' produce or image.

15. FSC reserves the right at its discretion to relocate part or all the stallholder site to another area on the property at any time. In the event FSC directs the Stallholder that the stall Site must be relocated, the provisions of the Agreement will continue to apply.

16. FSC may enter the Stallholder site to inspect or to identify necessary maintenance, repairs, or work, at any reasonable time and with reasonable notice. If there is an emergency, FSC may enter at any time without notice.

17. In the unlikely event that the festival in cancelled due to poor weather, Flinders Shire Council shall notify the vendors immediately.

18. If the vendors have to cancel, they will need to notify Flinders Shire Council immediately.

**Safety**

19. All vendors must undertake an online site induction before arriving on site. All vendors must have completed the online site induction prior to arrival. A link to the site induction will be sent to you one month before the event.

20. The approval holder must ensure that the undertaking of the activity or their infrastructure does not create a safety risk to public.

21. Tent/Marquee must be secured with weights – TENT PEGS ARE NOT PERMITTED UNLESS YOU HAVE PERMISSION FROM THE EVENT MANAGER

22. The approval holder must keep and maintain all facilities and equipment used in good working order and condition and in a clean and sanitary condition.

23. Stallholders are responsible for the security of their designated site and the security and safety of any property of Council in or around their designated site.

24. The approval holder must promptly rectify any damage or loss of amenity to a local government-controlled area or road caused by the undertaking of the approval/stall holder's activity. This includes, but is not limited to, any damage to items such as furniture, equipment, fittings, irrigation, pipes, fauna, flora, lawns, and grassed areas.

25. The approval holder is responsible for the removal of all waste generated from their activity.

26. All electrical leads and equipment must be tested and tagged by a qualified electrician. **Equipment and leads will be inspected on arrival and if your equipment has not been tested or has an expired tag, stall holders will be required to pay for this service to be performed by the onsite electrician.**

27. No double adapters are to be used (power boards are accepted).

28. Electrical cords and power boards must be kept where they cannot meet liquids and must not pose as a fire or electric shock risk at any level.

29. Gas cylinders must be in good order, within the test date. date Cylinders with a capacity above 9kg cannot be installed in a tent or near a building.

30. The stallholder acknowledges that it uses the stall site at the stall holder's sole risk.

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| **Stall Holders Business Name** | |
| **Stall holders Name** | |
| **Stall holders Signature** | |
| **Date** | |