

Ku-ring-gai Council Wildflower Art and Garden Festival 2017

Vendor Agreement

Sunday 27 August 2017

9.00 am – 4.00 pm

Ku-ring-gai Wildflower Garden, 420
Mona Vale Road, St. Ives

Introduction

Ku-ring-gai Council organises a number of community events for the residents of Ku-ring-gai and the broader Sydney area on a regular basis at a number of public venues including St Ives Precinct.

The **Wildflower Art and Garden Festival** is one of Ku-ring-gai Council's premier community events held at the **Ku-ring-gai Wildflower Garden**. It is an annual event hosted by Ku-ring-gai Council in conjunction with Australian Plants Society North Shore Group.

Applications are now open for **Vendor Stalls** to participate in the event.

Event Details

Sunday 27 August 2017

9.00 am – 4.00 pm

Ku-ring-gai Wildflower Garden, 420 Mona Vale Road St Ives NSW 2075

The Wildflower and Garden Festival is a signature event for Ku-ring-gai Council and is held annually in the Ku-ring-gai Wildflower Garden at 420 Mona Vale Rd St Ives.

In the past three years the Festival has attracted over 9,000 people. In 2017 we are again offering local businesses and community groups the chance to host a stall at the Festival. Space is limited therefore the opportunities will be limited.

Background

The Wildflower Art and Garden Festival is first and foremost a great day out. It has something for everyone and is aimed at the enthusiastic gardener, art and craft lovers and family groups. The Wildflower Garden itself is 124 hectares of bushland with bush walking tracks, picnic areas, a children's playground, bicycle tracks, and a wheelchair friendly walking track.

There will be Australian native plant and wildflower displays and sales, environmental educational displays and demonstrations, guided nature walks and ranger-led bush activities. The Festival will also feature a sculpture walk, artisan's stalls, children's activities, live music and wildlife presentations.

Information and vendor contact details

Email stivesevents@kmc.nsw.gov.au

Telephone 02 9424 0354 (Les Currie)

Website www.kmc.nsw.gov.au/wildflowerfestival

Facebook www.facebook.com/kwildflowergarden

Vendor Stall Applications

Applications are now open for Merchant and Food Vendor Stalls to participate in the **2017 Wildflower Art and Garden Festival**

Please complete the attached **Application for Vendor Stall by 5.00PM FRIDAY 21JULY 2017** and send to: stivesevents@kmc.nsw.gov.au

Key dates

Friday 21 July 2017 1700 Applications close

Monday 31 July 2017 1700 Applications confirmed and invoice issued for payment

Monday 14 August 2017 1700 Final event information, venue map layout, permits issued

Wednesday 23 August 2017 0800 – Saturday 26 August 1700 Partial Event set-up

Sunday 27 August 0700 – 0800 Event bump-in

Sunday 27 August 2016 0900 1600 - Event

Sunday 27 August 2017 1400- 1900 Event bump-out

Fees and charges

The Market Stall is charged at a rate of \$250.00. This includes a stall 2.4m wide, 2.4m deep, 2.5 m high, with 3 tables 60cm wide and an overall space of 4m x 4m for displays around your stall.

Alternatively a 3m x 3m Fete Stall is suitable for larger stall holder requirements and is charged at a rate of \$300.00.

Space only (no stall provided) (3.5 m x 4 m) \$150.00. Double space (6m x 3m) \$250. Provision of own stall is preferred. Food truck space (6mx 3m) \$250.

NB: Community groups can request a fee waiver for this event. Waivers may be granted in full or in part, and are assessed on a first come basis. Please apply in writing with your application.

Agreement - Terms and Conditions

To accept the following Terms & Conditions to participate in Ku-ring-gai Council's Wildflower Art and Garden Festival 2017, please sign your name in the Application Form

1. Applications that are incomplete, unsigned, or have no contact details will not be accepted
2. **Priority is not given on a 'first in first served' basis.** The submission of an application does not guarantee an applicant a stall site at the Festival and that any application must first be approved by Ku-ring-gai Council Wildflower Art and Garden Festival organisers. Specific criteria are applied when selecting stalls to ensure variety and high quality of products and services. Council reserves the right to decline applications without explanation, regardless of the date the application was received. Late applications may also be refused.
3. The outdoor event will be held in all weather conditions. The event will go ahead unless cancelled by the event organiser, Ku-ring-gai Council. There is no alternate date. If for any reason Council has to cancel the event (e.g. bushfire, flood, inclement weather), vendors will be notified of cancellation as soon as practicable and all fees paid will be refunded
4. The stall/space hire fees include: set up and removal (if a stall is purchased), provision of garbage facilities, general advertising of the event and administration costs.
5. Council will not be held responsible for loss or lack of income generated on the day, or if any pre held expectations have not been met.

6. Late requests made on the event day, example power supply, specific stall location, will be refused.
7. Set-up of stall including all deliveries of equipment and food is only permitted at allocated times. Authorised vehicles must unload and vacate as soon as possible and obey all instructions given by Council staff and/or traffic controllers. Vehicle access for pack-up is only permitted at allocated times, once all pedestrian traffic is cleared. There is limited allocated parking for vendors on site.
8. The vendor is liable for damage to the venue caused by them or their sub-contractors and vehicles.
9. Vendors must only sell or distribute items specified in their stall application. Vendors must not sell or distribute items previously prohibited by event organisers. Products and handouts may only be distributed directly from a stall, no walkabouts are permitted. Paper weights are required to keep handouts from flying away throughout the day.
10. The Vendor agrees to indemnify and to keep indemnified Kur-ring-gai Council (Council), its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the acceptance of the application.
11. The vendor shall take out and keep current a public risk insurance policy in the name of the vendor insuring the vendor for the minimum sum of twenty million dollars (\$20,000,000 depending on size and activity) against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the vendor in relation to the activity.
12. The vendor must provide confirmation of insurance, preferably a certificate of indemnity to the Council. Such policy shall bear the endorsement of the Insurer indicating the Insurer accepts the indemnity given by the vendor.
13. The vendor, where appropriate, shall ensure that it is licenced or registered to carry out the activity authorised by the acceptance of the application. Evidence of certification, licence/s or registration will need to be provided to Council as soon as acceptance of the application is given.
14. The vendor, for activities undertaken before, during and after the event that are high risk activities, will provide a safe operating procedure for each high risk activity as soon as practicable once the application has been accepted. High risk activities include, but are not limited to, handling of foods that have the potential to cause serious illness, erecting a marquee, erecting and maintaining staging, working at heights, and use of electrical equipment and extension leads outdoors. High risk activities will be identified by the vendor holder as part of their risk assessment procedures.

15. The acceptance of the application is not transferable.
16. The vendor shall comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or By-law relating to the activity.
17. No food or drink will be offered for sale by any vendor without the prior approval of Council. Council's Temporary Food Stalls Code, Mobile Food Van Code and the NSW Food Authority's standards, guidelines and regulations will be applied. Food vendors must read and submit the required information for food stalls included in the Application Form.
18. No music system or amplified sound to be used by any vendor without the prior approval of Council.
19. Stalls and exhibitors sites will be allocated by the Council and no allocated sites may be altered without the approval of Council.
20. The vendor shall ensure that its site or sites are left in a clean and tidy condition at the end of the event. If not, a cleaning fee of \$100.00 will be invoiced should sites be left untidy on departure.
21. The vendor must ensure that all equipment used for the activity is safe and meets relevant requirements (such as testing and tagging and weather proofing of electrical equipment; gas connections suitably checked and flammable gases suitably stored). Details of electricity requirements will need to be provided as part of the application, including the appliances used, current tag numbers, wattage and ampere (amp) of each plug.
22. All power leads must be supplied by the vendor and must be tagged and tested in accordance to AS3760. All equipment used at the event may be subject to testing and inspection on the day. If leads and appliances are not tagged and tested, Council's production supplier may be able to conduct this on the day for a nominal fee (approximately \$20.00 per item).
23. Vendors are not permitted to bring their own generator (or additional generator in the case of mobile food vans).
24. This acceptance of the application is liable to be revoked by Council if the vendor fails to comply with any of the conditions of these Terms and Conditions or may be revoked in another justifiable circumstance.
25. This acceptance of the application will not come into operation until proof of the appropriate insurance, certification, licence and/ or registration, and safe operating procedures have been provided to Council.
26. The vendor must arrive and set up within the designated time and not exceed a speed limit of 10 km/hour on entry and while at the event site and follow all

other conditions and terms of the Traffic Management Plan which will be provided once approved.

27. The vendor is responsible for his/her stall/tent which must be supervised at all times.
28. The vendor will take reasonable care for his or her own health and safety and that of his or her employees, and take reasonable care that his or her acts or omissions and that of his or her employees do not adversely affect the health and safety of other persons. The vendor holder will also comply, so far as the person is reasonably able, with any reasonable safety instruction.
29. At all times, the vendor will comply with industry standards relating to their activity as well as the certification, licences and registration conditions that they have submitted.
30. The vendor will provide and serve their product in 100% biodegradable materials unless otherwise agreed.
31. The vendor must immediately notify the Event Coordinator or their delegate of any emergency matters or significant risks that have arisen during the event.
32. The vendor must warn event participants and the public of any inherent risk associated with their activities. Where relevant, a waiver will be provided, signed and collected from the participant/public.
33. The vendor must pack up at the agreed/designated time to ensure there is no obstruction or inconvenience to the public or any other participant. This includes not exceeding a speed limit of 10km/hour and following all other conditions and terms of the Traffic Management Plan.
34. Vendors must ensure that their stalls are constructed and decorated to a high standard, Signage, banners and visuals are encouraged as long as they do not invade the space of fellow exhibitors. Vendors are responsible for supplying all of their own tablecloths, signage, equipment and seating arrangements required to run the stall (other than power supply if pre booked/purchased).
35. Prohibited Items. The following items are not to be sold or distributed from a stall (this includes free giveaways)
:
 1. Helium Balloons
 2. Balloons of any kind as free giveaways
 3. Toy Guns (bubble guns are ok)
 4. Modern items such as modern toys and plasticsThe above list does NOT supersede all other responsibilities, obligations requirements and conditions lawfully required of a vendor.