

FUSION BOTANICAL

SCHEDULE 1: TERMS AND CONDITIONS FOR FOOD & DRINK VENDORS

On **Saturday 19 October from 4PM to 9PM** the cultivated spaces within the Wagga Wagga Botanic Gardens Precinct are set to burst into life with sights, scents and sounds from around the world.

Food and drink stalls provide an important part of the festival experience and are carefully selected by festival management to ensure there is a wide variety of authentic international street-food style options. ***Festival management does not permit food vendors to sell fast food like battered fish, hamburgers, deep-fried cinnamon donuts, fairy floss, hot chips, or spiral spuds etc.***

Applicants are strongly advised to read **Schedule 1: Terms and Conditions for Food & Drink Vendors** prior to filling out and submitting their application.

Expressions of Interest will be accepted until **5PM Friday 16 August 2024**. **No incomplete or late applications will be considered.**

Vendors are required to be registered with Wagga Wagga City Council and obtain the necessary **Temporary Food Stall** approval by **5PM Friday 16 August 2024**. Submitting an application, does not automatically guarantee your inclusion in the festival.

Applicants will be notified by email of the result of their submission by **Monday 16 September 2024**.

1. DATE, TIME & LOCATION

1.1 FUSION BOTANICAL multicultural festival will take place on **Saturday 19 October** between **4PM to 9PM** in the Botanic Gardens Precinct, Macleay Street Wagga Wagga NSW.

2. TRADING HOURS

2.1 Vendors are expected to have their stall fully staffed and open for trade from **4PM to 8:30PM**.

3. FOOD & DRINK VENDOR SITE FEES

3.1 The fee for a **Standard Food Vendor** 3m wide x 3m deep stall site located in a dedicated food area is **\$240.00** (Inc. of GST).

3.2 **Standard Food Vendors** will be supplied with **(1) one** 3m x 3m portable shade structure (marquee), **(1) one** standard trestle table and **(4) four** weights (sandbags).

3.3 The fee for a **Double Food Vendor** 6m wide x 3m deep stall site located in a dedicated food area is **\$440.00** (Inc. of GST).

3.4 **Double Food Vendors** will be supplied with **(2) two** 3m x 3m portable shade structures (marquee), **(2) two** standard trestle tables and **(8) eight** weights (sandbags).

3.5 The fee for a **Traditional Coffee / Ice-cream Van** 6m x 3m deep stall site is **\$370.00** (Inc. of GST).

3.6 **Traditional Coffee / Ice-cream Vans** must supply their own power.

3.7 The fee for a **Deluxe Hot Food Vendor (Food Truck / Van)** 8m wide x 3m deep site located in a dedicated food area is **\$470.00** (Inc. of GST)

3.8 **Deluxe Hot Food Vendor - Food Trucks / Vans** must supply their own power.

3.9 Extra-large sites are available on application.

4. POWER FEES

4.1 The set fee for one (1) 10-amp power outlet is **\$25.00** (Inc. of GST).

4.2 The set fee for one (1) 15-amp power outlet is **\$30.00** (Inc. of GST).

5. INSURANCE

5.1 Vendors must be in possession of a current non-cancellable **Public and Product Liability Insurance policy** to the minimum value of **\$20 million** for the duration of the event. This includes the period before and after the event allowing for the preparation, dismantling and removal of all stock, equipment, and rubbish from the festival site.

5.2 WHAT DO I DO IF I HAVE A POLICY?

Please obtain a Certificate of Currency of Insurance or a letter from your insurer and/or broker.

5.3 WHAT DO I DO IF I DO NOT HAVE A POLICY?

Please acquire a current non-cancellable **Public and Product Liability Insurance policy** for the duration of the event. **Public and Product Liability Insurance** coverage is available for immediate online purchase from a number of companies such as **Market Stall Insurance, AAMI Market Stall Insurance, Net Insure and Local Community Insurance.**

5.4 Festival management recommends that Vendors seek advice from their insurer and/or broker as to the type and amount of insurance required, to cover all possible loss and damage to stock, equipment, staff or customers.

5.5 It is the responsibility of Vendors to possess adequate **Property Damage Insurance** for their own property used at the festival.

6. WORK COVER INSURANCE

6.1 Vendors must cover their workers with a Work Cover Insurance policy in accordance NSW Government State Insurance Regulatory Authority requirements.

7. VENDOR PRODUCT RANGE

7.1 **Vendors are not permitted to sell bottled water in single-use plastic or glass bottles.**

7.2 Only products described on the application form may be sold at the festival.

7.3 The sale of tobacco or cigarettes or alcohol products is prohibited.

7.4 **Vendors are not permitted to sell fast food like battered fish, hamburgers, deep-fried cinnamon donuts, fairy floss, hot chips, or spiral spuds etc.**

7.5 Festival management reserves the right to request that any additional products [not stipulated at the time of application] be removed from sale.

8. STALL SET-UP

8.1 Vendors will be able to access their site to set up during the agreed bump-in time on event day only.

8.1 Vendors must operate within their allocated stall footprint.

8.2 Limited space is available for food trucks and stall measurements must include tow bars, externally opening doors and serving hatches.

8.3 If you arrive at the festival with a larger set up than applied for, you may be asked to leave, forfeiting your fees.

8.4 Festival management reserves the right to ask Vendors to remove goods, displays and signs if they are offensive or of a political nature, hindering the visibility of other stalls or are potentially hazardous to pedestrians.

8.5 No **children under 14** are to on site at any time during set-up or pack-down. Any Vendor arriving with a child will not be given access to the site during this time.

8.6 No abusive behaviour will be tolerated, verbal or physical.

8.7 Festival management cannot guarantee the availability of sites allocated to Vendors in previous years.

9. BUMP-IN & BUMP-OUT TIMES

9.1 Vendors will be led by a spotter on foot; vehicles can only travel at a walking pace on the festival site.

9.2 Hazard lights must on when vehicles are moving on the festival site.

9.3 Only persons actively involved in the installation and demount of stalls, are permitted on the festival footprint during bump-in and bump-out times.

9.4 No vehicles are to be parked on the festival site without prior written approval from festival management. 9.5 Successful Vendors will be advised in writing of their staggered bump-in time.

9.6 Stalls **must** be set up and ready for operation by **3:30PM**.

9.7 Vendors **will not** be able to dismantle their stall earlier than the determined safe bump-out time, even if all activities have ceased, or all products are sold or distributed.

9.8 Pack down will only commence once the site manager has deemed it safe to do so.

10. GENERATORS

10.1 As access to power is limited, Vendors are encouraged to supply their own portable generators.

10.2 Vendors must ensure that portable generators meet current ***Australian standards (AS2790)***. Compliance information may be obtained at: **www.safework.nsw.gov.au**

11. COUNCIL FOOD STALL REGISTRATION PROCESS

11.1 The ***NSW Food Act (2003)*** and ***NSW Food Regulation (2015)*** regulate the sale of food in NSW. These laws incorporate the provisions of the ***FSANZ Food Standards Code*** (the Code). Food stall Vendors are bound by the requirements of these standards to ensure that only safe and suitable food is sold for human consumption. Compliance information may be obtained at: **www.foodauthority.nsw.gov.au**

11.2 New 'first-time' **food stall Vendors** and **mobile food vending vehicles** (for example trucks, vans and trailers based outside the Local Government Area) must register to operate at **temporary events** within the Wagga Wagga Local Government Area with Council. Applicants must complete and submit **Part A** and **Part B** of Council's online **Application for Registration - Temporary/Special Event Food Stall** as well as a **FUSION BOTANICAL Food & Drink Vendor Application**.

11.3 Food stall Vendors and who have been issued with prior approval from Council to operate a food stall within the Wagga Wagga Local Government Area are required to renew approval annually by completing and submitting **Part A** of Council's online **Application for Registration - Temporary/Special Event Food Stall** as well as a **FUSION BOTANICAL Vendor Application**.

11.4 Registered home-based food businesses and commercial kitchens who already have Council approval to operate at **temporary events** within the Wagga Wagga Local Government Area are **only** required to submit a **FUSION BOTANICAL Food & Drink Vendor Application**.

11.5 Mobile food vending vehicles (for example trucks, vans and trailers) currently registered with Council are **only** required to submit a **FUSION BOTANICAL Food & Drink Vendor Application**.

11.6 If you have any questions about the registration of food stalls or mobile food vending vehicles contact **Council's Environmental Health Officers** on **1300 292 442**.

12. FOOD & DRINK STALL OPERATIONS

12.1 Wagga City Council Environmental Health Officers may attend the festival to monitor food safety and hygiene, and to provide education and support to Vendors operating food stalls. For detailed information about safe food handling legislation and practices, visit the **NSW Food**

Authority

12.2 A **Temporary Event Food Stall Checklist** has been developed by Wagga City Council to assist food Vendors achieve compliance with food safety requirements in NSW.

12.3 Food stall Vendors need to have at least **one** trained **Food Safety Supervisor** (FSS) present at their stall during trading. Compliance information may be obtained at:

www.foodauthority.nsw.gov.au

12.4 All food stall Vendors need to display a copy of their **Wagga City Council**

Temporary/Special Event Food Stall Registration within the footprint of their stall.

12.5 The food stall is to be occupied by the person registered on the FUSION BOTANICAL Vendor Application. Stalls may not be on-sold, sub-let or transferred in any way.

12.6 Vendors are required to take liquids - cooking oil and fats away from the site and dispose of them in an environmentally appropriate manner. Cooking oil, fats and ice must **not** be poured down drains or onto the lawn or gardens beds.

12.7 Vendors agree to wipe down the trestle table and remove and take-away all of their own back-of-house waste and dispose of it correctly.

12.8 Festival management will charge Vendors a waste disposal fee of \$250 if liquids (cooking oil and/or fats) or back-of-house waste (food waste, cardboard boxes, etc.) is dumped on site.

13. POWER REQUIREMENTS

13.1 Vendors **must** specify all power requirements in their application.

13.2 Access to power is strictly by pre-approval and **priority** will be given to food stalls.

13.3 To ensure the quality and safety of the festival power supply, compliance with the following is required:

- (a) **Double adaptors, international converters and adaptors are not allowed.**
- (b) Vendors must provide their own commercial grade portable power boards with residual-current circuit breakers in-line with *Work Health and Safety Regulation (2017)*.
- (c) Vendors must provide their own heavy-duty power extension leads for distribution of power from their allocated outlets within their stall.
- (d) Heavy duty power extension leads must be able to be plugged into 10-amp and/or 15-amp power outlets and be up to **20m in length** to reach distribution boards.
- (e) **All commercial grade portable power boards, heavy-duty power extension leads, electrical appliances and equipment must be tagged as tested in-line with *Work Health and Safety Regulation (2017)*.**

- (f) Only valid and current tagged as tested commercial grade portable power boards, heavy-duty extension leads, electrical appliances and equipment will be connected to the festival power supply.
- (g) At all times Vendors are required to run extension leads overhead or securely fix leads to the ground to minimise trip hazards.
- (h) Any heavy-duty power leads found in non-approved power outlets will be removed.
- (i) Vendors are responsible for supplying rubber matting, tape and zip ties etc. to ensure that all power extension leads are securely fixed within the footprint of their stall.
- (j) Vendors must comply with *Work Health and Safety Act (2011)* and *Work Health and Safety Regulation (2017)*. Compliance information may be obtained at:

www.safework.nsw.gov.au/

13.4 On-site electricians and festival management will conduct regular appliance and power consumption checks to ensure that consumption is in-line with the power requirements specified in the Vendors application.

13.5 In the interest of public safety, the on-site electricians and Festival Management, reserve the right to direct Vendors to remove electrical appliances and/or equipment from the site if they deem it unsafe or inappropriate.

13.6 Festival management accepts no responsibility for Vendors overdrawing their power supply and tripping out their electrical appliances, plant and equipment. FUSION on-site electricians will **not** repair Vendor's faulty electrical appliances, plant and equipment.

13.7 Any damage caused to the plant and equipment, supplied by festival management, as a result of electrical overload and/or misuse must be paid for in full by the Vendor.

13.8 Additional lighting and sound systems, including amplified music are not permitted without prior written approval from festival management.

14. WORK HEALTH SAFETY

14.1 Vendors have an obligation under the *Work Health Safety Act (2011)* and *Work Health Safety and Regulation (2017)* to manage and oversee the work health and safety aspects of the operation of their stalls including the safe use of gas cylinders and gas and electrical appliances. Compliance information may be obtained at: **www.safework.nsw.gov.au**

14.2 Gas-fired appliances used in the open should not have a gas bottle greater than 9kg capacity, and the bottle should be secured so that it cannot be tipped over. Gas bottles must be pressure checked.

14.3 Fire extinguishers and fire blankets must be supplied in any vehicle or stall where cooking or heating processes take place. Vendors should be able to extinguish small fires if needed.

14.4 Fire safety equipment must be easily accessible. The extinguishers/fire blankets must be suitable for dealing with the type of equipment and combustible materials present (e.g. for gas, electricity and oil).

14.5 Fire safety equipment should be tested annually and have current tagging in accordance with *Australian Standard 1851*.

14.6 Stallholders must fill-out and complete a **FUSION BOTANICAL Risk Assessment Worksheet** and submit it along with their Vendor Application and Certificate of Currency.

15. RISK MANAGEMENT AND SAFETY

15.1 Vendors must take reasonable care to avoid causing injury, loss or damage to themselves or to other persons or property.

15.2 Vendors must supply their own portable lights to ensure they can operate their stall safely at night.

15.3 Vendors are encouraged to use a hand trolley to transport stock and equipment on and off the festival site to avoid manual handling issues. NOTE: Vendors must supply their own hand trolley.

15.4 Vendors will need to provide all the appliances, plant and equipment that they require to run their stall. In the interest of public safety, festival management, reserves the right to direct Vendors to remove appliances and/or plant and equipment from the site if they are deemed unsafe or inappropriate.

15.5 Cooking appliances, plant and equipment used by Vendors to prepare cook and serve food (sharp knives, hot water urns, hot plates, deep fryers and BBQ etc.) must be kept behind the trestle table provided and out-of-the-reach of the general public.

15.6 Vendors are required to store all their loose stock at the back of their stall to minimise trip hazards.

15.7 Vendors are encouraged to wear enclosed footwear and protective hats that shade the face, neck and ears and apply sunscreen as well as drink plenty of water to avoid sunburn and dehydration.

15.8 Vendors are advised to bring their own First Aid Kit.

15.9 Vendors are not permitted to keep animals (except guide dogs) on site during the event.

16. SINGLE-USE PLASTIC & ENVIROMENTAL MANAGEMENT

16.1 Festival management is committed to addressing waste management proactively and strives to ensure environmentally sustainable practices are implemented at the festival, including by its Vendors.

16.2 In 2019, festival management banned the use of all **single-use plastic items by Vendors** – this means **balloons, plastic beverage containers, plastic straws, plastic cups, plastic cutlery, plastic containers, plastic shopping bags** and **polystyrene food ware + cups** are banned from the festival footprint.

16.3 **All food stall Vendors must provide biodegradable, preferably compostable catering ware, packaging and utensils only.**

16.4 Fully biodegradable and compostable catering ware, packaging and utensils manufactured out of bamboo, cardboard, paper or sugarcane are available for immediate online purchase from a number of companies such as **Green Pack**, **Bio Pak** and **Vegware** .

16.5 All polystyrene brought onto the festival site must be removed from the site by the Vendor.

16.6 Festival management provides clearly signed and colour-coded waste collection stations strategically placed across the festival site. Green-capped FOGO bins are for compostable catering ware, packaging and food waste. Red-capped bins are for general waste and yellow-capped bins are for recycling.

17. SECURITY

17.1 An external contractor manages security at FUSION BOTANICAL.

17.2 Security personnel will be on site from **3.30PM** to **9:30PM** to oversee the safety of all attendees.

17.3 Festival management recommends that Vendors secure their sites at all times and remove valuables and cash floats from their food stalls if left unattended.

18. WEATHER

18.1 **Vendors must be equipped and prepared to trade in all-weather conditions.**

18.2 The festival will not be cancelled except in extreme circumstances.

18.3 With the discretion of festival management and as per the festival's contingency plan, in the event of poor weather the event will be cancelled. Vendors will be contacted via the details on their application to advise if this plan is to be implemented.

18.4 The decision to close the festival rests with festival management.

18.5 Festival management does not accept any liability for inclement weather and will not refund fees if the festival is cancelled due to adverse weather conditions.

19. MARKETING & SOCIAL MEDIA

19.1 Vendors consent to the festival photographer + videographer and festival management taking images and recordings of the Vendor and their stall during and after the festival, for promotion and reporting of the festival in the media.