



## **STALLHOLDER (EXHIBITORS + FOOD VENDORS) TERMS AND CONDITIONS**

<b>VENUE:</b>	Princes Park, 40 Park Road, Maryborough Victoria 3465
<b>EVENT DATES:</b>	Wednesday 20 – Sunday 24 November 2024
<b>ATTENDANCE DATES:</b>	Flexible, please discuss with us the best dates to attend
<b>CLOSE DATE FOR APPLICATIONS:</b>	Friday 20 September 2024
<b>NOTIFICATION OF ACCEPTANCE:</b>	From Wednesday 25 September 2024

**Please ensure you read and understand everything in this document before you apply.**

Energy Breakthrough is Australia's premier Science, Technology, Engineering and Mathematics (STEM) learning program and major regional event.

A non-profit community event, Energy Breakthrough (EB) is the joint initiative of the Country Education Partnership (CEP) and Central Goldfields Shire Council (CGSC). The only educational program and event of its kind in Australia, EB engages and attracts over 15,000 students, teachers and parents each year, with around 3,500 of these camped on-site.

EB is looking to select exhibitors and food vendors through an EOI application process. It is essential those trading at EB support and embrace the event's environmental and sustainability goals and have a want to work with the Event to achieve these.

The EB Central area is a vibrant and vital part of EB and offers visitors and entrants the chance to relax all whilst enjoy the bustling festive atmosphere of the EB Program. EB Central provides entertainment, fascinating energy efficient displays and opportunities for career advancement.

### **Who are we looking for:**

#### **Exhibitors**

- STEM and/or future skills focused.
- Relevant to EB and the participating audience.
- Appealing to both students and families.
- Warm, inviting and interactive. Activations favoured – not just a table and pamphlets!
- Embrace the event's sustainability aims and adhere to all requirements regarding this area.
- Working With Children's Checks essential.

#### **Food Vendors**

- Menu items are healthy, fresh quality and family-friendly priced.
- Alternative dietary requirements options included.
- Approach the event with professionalism and meet all health & safety requirements.



- Embrace the event’s sustainability aims and adhere to all requirements
- Working With Children’s Checks essential.

## APPLICATION PROCESS

1. Ensure you read the Stallholder (Exhibitor/Food Vendor) Terms and Conditions (this document).
2. Complete and submit EOI Application Form via [EB Central & Community Caterers - Energy Breakthrough](#) by Friday 20 September 2024.
  - Upload your Public Liability Insurance Certificate of Currency.
3. Receive confirmation of your involvement at the 2024 EB and invoice for your site.
4. Register on [Foodtrader](#) (food vendors only) and submit a statement of trade prior to the event.
5. Receive Stallholder Information – Exhibitor’s Map and Passes, and EB Event Set Up/Pack Down.

## SITE DIMENSIONS AND PRICING

### SITE ONLY

Site size allocation	Food Vendors / commercial exhibitors daily rate
3.6m x 3.6m	\$160
3.6m x 6m	\$200
6m x 6m	\$250

Site fees include connection to 1 x 10 or 15-amp electrical outlet and water access (no direct connection).

### MARQUEE HIRE

Prices includes marquee set up and pack down.

Marquee hire	Price
3.6m x 3.6m	\$500
3m x 6m	\$800
6m x 6m	\$1100

If you hire a marquee and are unable to attend the event you will still be invoiced for the hire of the marquee.

An Invoice will be forwarded to you once application has been received and approved.



## OPERATING HOURS

DATE	Wednesday 20/11	Thursday 21/11	Friday 22/11	Saturday 23/11	Sunday 24/11
<b>EB Program Hours</b>	9am – 8:30pm	9am – 8:30pm	6am – 9:30pm	12 noon – Midnight (24 Hour Trail begins at 12pm)	Midnight 23/11 - 12 noon 24/11.
<b>Set-up times</b>	7am - 8am or 5:30pm – 7pm	7am - 8am or 5:30pm – 7pm	7am - 8am or 5:30pm – 7pm	9am -10am	7am-8am
<b>Minimum operating times</b>	9am – 5:30pm	9am – 5:30pm	9am – 5:30pm	11am - 9pm	8am - 12pm
<b>Pack down times</b>	5:30pm onwards	5:30pm onwards	5:30pm onwards	9pm onwards	12pm onwards

Stallholders who have booked and paid their site fee shall be entitled to access to their site during the setup hours listed above. Please contact EB Management for alternative arrangements if necessary.

Once trading hours have commenced, Stallholders who have not occupied their site by this time may forfeit their site booking and will not be entitled to any credit or refund of fees and EB Management reserves the right to allocate the site to another Stallholder.

## STALLHOLDER LOCATIONS

Stallholders located within EB Central, the epicentre of the EB event, will be provided with detailed information about their location prior to the Event. Placement will be based on size requirements (e.g. length and access needs) and arrival time for setup.

All parties must agree to and adhere to the minimum time frames listed under the Operating Hours. There will be no vehicle or supplier access to the site after this time. Please park offsite in the designated areas with your vehicle pass clearly displayed on your dashboard.

Food Vendors locations include, but are not limited to, the following areas:

- CFA Tower (Track 2)
- Start/Finish Line (Track 1)
- EB Central

## SITE ALLOCATION

Site boundaries must be observed, and all goods, equipment, and supplies must be contained within this area. Stallholders are responsible for ensuring that everything in and around their stall is securely anchored (using pegs no longer than 20cm, weight bags, etc) and capable of withstanding strong winds and weather conditions. Keeping your boundary areas clean and tidy is the responsibility of the Stallholder.

## HEALTHY EATING

Healthy Loddon Campaspe (HLC) is supporting this event to increase healthy food and drink options for participants and the community. HLC projects are designed to encourage healthy eating and to get more people, more active, more often.

EB will focus on:

- Promoting healthy food options such as soups, fresh sandwiches, toasted sandwiches and wraps
- Promoting free drinking water as the drink of choice
- Reducing sugary foods and drinks (such as coke, pepsi, lemonade, and foods such as slices, cakes, chocolates and lollies)
- Reducing fried food options such as chips, potato cakes and dim sims

If you would like support/advice to increase your range of healthy food and drink options, please contact the HLC Health Broker for Central Goldfields Shire– Adam Tarr ([adam.tarr@cgoldshire.vic.gov.au](mailto:adam.tarr@cgoldshire.vic.gov.au))

## SUSTAINABILITY AND THE ENVIRONMENT

It is essential those taking part in EB support and embrace the event's environmental and sustainability goals and have a want to work with the event. Caterers must work together with sustainability and waste contractors by adhering to the following:

- Serve food in reusable plates, bowls and cups provided by event / event organisers
- Use canned water and drinks instead of single-use plastic bottles. All attending patrons will be encouraged to bring their own reusable water bottle to the event.
- Use fully compostable food packaging - serviettes, brown paper bags, brown cardboard, bamboo, certified compostable packaging.
- Use reusable cups instead of polystyrene cups.
- Use compostable paper bags instead of individually wrapped lollies.

**The following is not permitted:**

- Single use plastics – this includes cutlery, containers, plastic wraps, bottles, straws, coffee/tea stirrers.
- Glass sold on-site (safety reasons)

## REUSABLE CROCKERY SYSTEMS

This year we will be implementing reusable crockery service. This includes the provision of reusable plates, bowls, cups and spoons for serving of food. As caterers you will be contacted by Event Management in the lead up to the event to confirm your crockery needs.

### Additional practices:

- Sauces are served out of bottles rather than sachets.
- Sugar provided in bowls with spoons/ dispensers rather than sachets.
- Salt/Pepper provided in shakers rather than sachets.
- Food Vendors must supply ample and accessible hand sanitisation for use.
- Straws should only be paper or other sustainable alternative.
- Promotional literature kept to a minimum.

## INSURANCE

Stallholders must:

- **Public Liability (and Products) Insurance** to the value of at least \$20 million. A current certificate of currency must be provided with your EOI application.
- **Property Damage Insurance** for their own property used at the event. EB will not be responsible for any loss or damage to your property.
- A **Personal Accident Insurance Policy** to cover their workers and volunteers

Food Vendors must:

- Register on [Foodtrader](#) and submit a statement of trade prior to the event.

Please note: The Central Goldfields Shire Environmental Health Officer may inspect Food Vendors during the event. If you do not lodge a statement of trade, you may be issued with an infringement penalty and be prohibited from operating at the event.

All Food Vendors must comply with Food Act 1984 & Food Safety Standards. This includes maintaining a neat, clean and safe working environment for both workers and customers. Food Vendors are responsible for the upkeep of their immediate area.

## WORKING WITH CHILDREN CHECKS

Due to the nature of the event, all on-site parties must have and provide a valid Working with Children Check (WWCC) before the event.

## TERMS AND CONDITIONS

EB Management permits the Stallholder to attend EB base on the following assurances and declarations made by the Stallholder:

- the Stallholder is the legal owner of the approved products and has full authority to sell and transfer absolute legal and beneficial ownership of these products to a third party;
- the Stallholder is not relying on any representations or statements made by EB Management that are not expressly stated in these terms and conditions;
- the Stallholder is responsible for obtaining all necessary permits and licenses required to operate their business, and ensures that all merchandise sold complies with current safety, compliance standards and retail laws;
- the Stallholder will not bring any hazardous materials or substances into the event; and
- the Stallholder will adhere to all terms and conditions outlined, including any updates event terms and conditions, and comply with relevant local government regulations and statutory laws.

Without limiting the generality of these terms and conditions, the Stallholders acknowledge and agree that EB Management is not liable for any claims or losses suffered or incurred by the Stallholders in relation to or in connection with:

- theft or damage of approved products, equipment, goods or any other property of the Stallholders, whether during the event or when such items are stored overnight in a marquee, tent or umbrella supplied by EB Management;
- any failure by the Stallholders to sell the approved products;
- any journey to or from the event
- damage or injury to any property or person related to the Stallholder's occupation at the event.
- Any injury or harm suffered by the Stallholders;
- Any injury or harm caused to property or persons as a direct or indirect consequence, in whole or in part, of any act or omission by the Stallholders;
- Any loss of or damage to the Stallholder's property, regardless of the cause
- the death of any person as a direct consequence, in whole or in part, of any act or omission by the Stallholders;
- Any breach of these terms and conditions by the Stallholders; or
- EB Management's legal costs on a full indemnity basis incurred due to the Stallholders' breach of these terms and conditions.

## SAFETY

Stallholders are responsible for ensuring that their workers and volunteers are not exposed to hazards in the workplace. This responsibility includes providing appropriate training, information, supervision, and managing risks associated with the work.

Workers and volunteers must consider their own safety and the safety of others while at work. They must follow health and safety guidelines and procedures and use protective clothing or equipment as needed.

To ensure everyone's safety, a qualified Safety Officer will be on-site at the commencement of the event and will visit each Stallholders to verify adherence to safe practices. All Stallholders must comply with relevant Occupational Health & Safety standards and follow the Safety Officer's advice. This includes:

- Electrical test and tagging
- Safe and secure storage of gas cylinders.
- Provision of requisite fire extinguishers, blankets etc.
- Use of applicable personal protective equipment (PPE) such as safety vests and fully closed shoes during setup and during bump out.

## SECURITY

An external contracted organisation is engaged to deliver the security at the event. This security is general and not specific to Stallholders. The security contractor will be on-site during bump-in and bump-out, throughout the event, and overnight to ensure overall site security. Neither EB Management or the security contractor assumes responsibility for the security of individual sites or stalls.

During the event, security personnel are available to address any concerns Stallholders may have. They are present to ensure the safety of all spectators and participants.

Stallholders are encouraged to remove stock and equipment each night, particularly valuable items. Please ensure your stall is closed and securely locked at the end of each day. Bringing padlocks to secure your items is advisable.

While all effort is made to secure the site, EB Management and its security contractor accept no responsibility for any loss, damage or injury to persons or goods, whether or not such loss, damage, or injury results from the negligence of EB staff or agents.

Please note that drugs or alcohol are strictly prohibited at the EB event, including within your site/stall. Failure to comply will result in immediate removal from the site by security and/or police.

## FOOD SAFETY

Safety is important to us. The site/stall holder is responsible for ensuring all safety regulations for food, gas, fire, and electrical equipment are adhered to. All required certificates, such as food registrations and notifications to the local council, must be obtained by food vendors.

Please note there is limited dedicated access to water and no cooling or refrigeration storage. If these are needed, please ensure they are supplied by you.

## GAS SAFETY

Stallholders who plan to install temporary gas for any purpose must refer to the Energy Safe Guidelines 'Gas Safety at Public Events'.

## FIRE SAFETY

The provision of appropriate portable firefighting equipment is paramount. Please ensure you have the following as a minimum:

Hazard	Type of firefighting equipment
Gas fired BBQ	Dry powder type fire extinguisher
Deep fryer (for chips, donuts, etc.)	Dry powder type fire extinguisher or wet chemical type fire extinguisher
Food warmer	Dry powder type fire extinguisher
LPG cylinder store or decanting area (less than 1,000 litres total gas stored)	Dry powder type fire extinguisher
LPG cylinder store or decanting area (more than 1,000, and less than 12,000 litres stored)	Dry powder type fire extinguisher and at least one fire hose reel

A fire blanket of 1.2 x 1.8m in size needs to be provided in each area where a deep fryer is installed. The blanket should be securely hung adjacent to the fryer.

Each fire extinguisher and fire blanket should have its location identified by a symbolic sign in accordance with Australian Standard: Portable Fire Extinguishers and Fire Blankets – Selection and Location (AS 2444-2001).

## ELECTRICITY

Stallholders must include a list of all equipment and their amp usage, including the total maximum amps required, based on 10 and 15-amp circuits. This information is needed for the Event to assess its required energy usage. Exhibitors and Food Vendors must also specify how many 10/15-amp connections they require access to.

Our electrical team will be on-site to assist with any issues once the Event commences. Overuse of power or faulty equipment can disrupt the system, affecting all Stallholders. Any Stallholders found using additional power not requested may be asked to shut down their site.

### Electrical Equipment

All electrical equipment including leads and power boards, must be tested and tagged by a qualified technician before the event. All equipment will be inspected at the event, and any equipment deemed unsafe and or not test and tagged will not be connected to the electrical system. Items requiring testing and tagging will incur a charge of \$25 per item, payable at the time of testing.

Electrical equipment must be water resistant and always maintained above ground.



## PRODUCTS ALLOWED FOR SALE

Only products approved by EB are permitted for sale at your stall. This ensures quality and a variety for customers and minimizes the duplication of similar items.

The sale of non-approved items may result in their removal from your stall. EB's decision in this matter is final.

## CASH AND EFT

Exhibitors will be required to use an online POS System in addition to cash facilities. POS System is preferred.

## SIGNAGE

EB reserves the right to remove any signage, information, or material deemed unsuitable or obstructive. It is your responsibility manage your own signage. We suggest keeping signage clear and visible to ensure patrons can easily recognise your brand.

## THE ENVIRONMENT

It is essential those trading at EB support and embrace the event's environmental and sustainability goals and have a want to work with the Event to achieve these. Compostable food packaging is **compulsory** for the event. This is to align with the Victoria Government's single use plastic ban as of February 2023.

### Waste Collection

Waste is collected regularly each day.

**Plastic bags, glass, polystyrene and oil drums are not permitted for disposed at the event will not be removed by the site waste collection services. Stallholders using these items must take them away at the end of each day and at the end of the event.**

To help us achieve our environmental goals, we need all Stallholders to:

- Dispose of materials in the bins provided. Please use the correct bins to assist us in composting or recycling. Incorrect use of bins lead to contamination increases the amount of waste sent to landfill.
- Ensure that plastic bags, glass, polystyrene and oil drums are not disposed of at the event. Vendors using these items must take them away at the end of the event. We recommend vendors working with suppliers to explore alternative packaging methods.
- Stock beverages in canned varieties where possible. Glass beverages are not permitted for sale at the event.

### Water

On-site there will be a designated area for water access (no direct connection available). Water should be used sparingly at all times.

### **Grey Water and Oil Collection**

There are no plumbed sullage facilities available. Food Vendors must manage their own sullage storage and removal. Additionally, Food Vendors must adhere to the following:

- Do not wash anything on the ground. All grey water must be collected using your own waste water/grey water storage.
- Oils and contaminated water must not be poured down sinks or stormwater drains.
- Prefer biodegradable disinfectant sprays and cleaning fluids cleaning surfaces and bins.

Under no circumstances should liquids be disposed of in gutters, on grass, under buildings. EB will conduct inspections throughout the event, and incorrect disposal may result in the closure of the stall.

### **Glass**

For the safety of patrons, no glass is permitted. Please ensure all food and beverages are served in alternative containers.

### **Cleaning**

Cleaners have been contracted to clean public toilets and showers, but the service does not extend to Stallholders site areas.

Stallholders are required to:

- Keep their site and surrounding area (including back-of-house areas) clean and tidy at all times
- Dispose of materials in the bins provided. Please use the correct bins to help us meet our environmental goals of compost or recycling your waste. Incorrect use of bins leads to contamination and increases landfill waste.

## **WEATHER**

EB operates in varying weather conditions.

Stallholders should only apply for a site if they are prepared to take the risk of adverse weather. There are no credits or refunds if the event is cancelled due to weather conditions. It is the responsibility of Food Vendors and Exhibitors to bring their own covers (unless hired) and equipment to protect against adverse weather.

It is solely at the Stallholders discretion whether to set up, commencing trading, continue trading, cease trading, or pack up on the day.

Stallholders must advise site management of their intention to cease and pack up.

EB will not be held responsible for any loss, damage, or injury resulting from adverse weather conditions or any decisions made regarding the continuation of trade during such conditions.

## **PARKING**

There is limited dedicated parking on-site, with strict movement timeframes that must be adhered to. However, there is plenty of free, unrestricted parking within walking distance of the EB Event site.

## HIRE OF EQUIPMENT

If you choose to hire equipment from individual hire companies (outside of the equipment hired through EB as part of this application), you must be on-site for delivery. EB takes no responsibility for items delivered by hire companies to Stallholders that are placed in the wrong location or go missing if you are not present to receive the delivery.

## ACCOMMODATION

You will need to organise your own accommodation. Accommodation suggestions can be found via Goldfields Visitor Information Centre at [visitmaryborough.com.au](http://visitmaryborough.com.au) under STAY.

## GENERAL REGULATIONS

- All vehicles must not drive faster than walking pace on-site – 10km/h with hazard lights activated.
- No smoking or vaping within or around your stall area. EB is a smoke free event.
- No drugs or alcohol on-site. EB is a dry event.
- The sale of cigarettes, tobacco or alcohol are strictly prohibited.
- All polystyrene brought on-site must be removed from the site by the Stallholders and not disposed of in the bins.
- Abusive behaviour will not be tolerated.

## EOI APPROVAL

Successful/unsuccessful EOI applications will be communicated via email.

Successful applications will then receive an invoice emailed to you and confirmation after the invoice is paid. Payment is due on the date listed on the invoice. Fees can be made by direct deposit, with payment details outlined in your invoice or credit card payment. If payment is not made within the due date, late administration fees may apply. This fee is non-negotiable and applied to your unpaid account after 7 days from date of invoice.

## COVID SAFE

EB Event will follow the covid requirements at the time of the event.

## EVENT CANCELLATION

If the event is forced to be cancelled prior to the start date, all paid monies will be refunded in full.

## SMOKING / ALCOHOL

No smoking, drugs or alcohol are allowed at the event.

## TERMINATION OF CONTRACT

Termination of contract by either party will only be accepted in written form.