



2023 F.O.O.D WEEK Night Market

STALLHOLDER INFORMATION + TERMS & CONDITIONS

WHAT'S INCLUDED

- Single Fete Stall → 2.4m (frontage) x 2.4m (depth) with 3 x serving benches or double fete stall (2 x single stalls joined together)
- Consistent Banner/s or Sign/s with individual name for each stall (please ensure specific stall name wording is used in booking area) + 1 x chalkboard if required (limited number)
- Access to bins
- Access to power (cannot be guaranteed unless indicated on this booking form. Power not available for fete stall internal light)
- Event security
- Advertising and promotion of the event
- Live entertainment
- Trade Fair Limited Liquor License to cover event
- Event theming & decor including festoon lighting, chairs and tables
- Event program for patrons to locate stalls easily
- Provision of sales of Wine Tasting Glasses

TIMES

- **Event Hours:** Night Market - 5:30pm to 8.30pm
- **Bump-in:** Stallholders can bump-in from 3pm for the Night Market, and 2 hours prior to the start time for all other events and markets. McNamara St. will remain open for the duration of this event. Stallholders will be sent a site layout a few days prior to the event so they can work out which street is closest to their stall.
- **NO VEHICLES WILL BE ALLOWED TO DRIVE INTO ROBERTSON PARK UNLESS PRE- ARRANGED WITH EVENT MANAGER. PLEASE CALL SIMON ROLLIN ON 0418 930 902 IF YOU DEEM IT NECESSARY TO BRING A VEHICLE INTO THE PARK.**

PARKING

Stallholders are encouraged to find suitable on-street parking, however parking restrictions will be in place as per Council signage. F.O.O.D and event management take no responsibility for parking infringements incurred by stallholders as a result of your involvement in this event.

Stallholders are not permitted to park vehicles behind their stalls or anywhere within Robertson Park. Orange City Council will enforce this. Suggested parking spot is in McNamara Street, Lords Place or behind Orange City Council in the car park.

SALE & SERVICE OF ALCOHOL

- The Night Market will operate under a Trade Fair Liquor License that permits both the consumption of alcohol on the premises and the selling of packaged unopened bottles from wine stalls for taking away from the event venue for consumption at home. Please ensure you clearly communicate this to your patrons.

- Wine/beer/liquor stalls please ensure you bring the appropriate R18+ signage (1 only).

ALL STALLS SERVING ALCOHOL MUST DISPLAY THIS SIGNAGE

- To minimise/prevent intoxication, we have adopted a maximum serving size for alcohol according to the below guide. All stalls serving alcohol must abide by these maximum serving sizes:
 - Wine = 125ml (equates to ~1.2 standard drinks @ 11.5% ABV)
 - Beer = 285ml (equates to ~1.1 standard drinks @ 4.8% ABV)
 - Cider = 285ml
- All wine stalls must ensure staff is appropriately RSA trained and have proof of RSA on them on the night.
- There will be 4-6 x FREE water points erected around the event site so it is not mandatory that all wine stalls must have free water at their stall; however you are encouraged to do so.
- Alcohol service is to cease strictly at the publicised finish time.
- There is a licensee for the event is – please ensure you adhere to any of Charlotte Gundry's instructions in relation to relevant license conditions on the night. Further details will be distributed closer to the market.

STALL SIGNAGE & THEMING

Your fete stall will come with:

- A chalkboard 'header' with your stall name on it
- Festoon lighting draped across the front of the fete stall.

We recommend stallholders supply their own BATTERY powered light for additional lighting within the stall.

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

If you need to use a chalkboard to advertise your menu or goods they will be available for use on a first come, first served basis.

All stallholders will need to bring the following: ice and storage (if required), water jug, spittoon, cloths for fete stall benches, plastic glasses (tasting glass purchase is not compulsory) and a hand washing facility if handling food.

No Cool Room is provided for wine & food storage onsite.

FOOD STALLHOLDERS > CORE INGREDIENTS

In the interest of continuing the great work of Orange F.O.O.D. Week Inc and their promotion of local food, there is an expectation of all food stallholders that food items available from your stall at the Night Market event includes an ingredient or ingredients sourced locally within the LGAs (Orange, Blayney & Cabonne).

If you need information on sourcing local ingredients, please contact Charlotte Gundry on 0400 036 743 or review the Orange Produce Directory link below.

<https://orangefoodweek.com.au/producers/>

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 minimise "dead areas".

The Night Market will be set up within Robertson Park. Should you have any comments or suggestions about the site, please contact F.O.O.D after the event. Your comments will be taken into consideration for the planning of future events in the revised, larger site.

WASTE MANAGEMENT

The F.O.O.D Week organising team is requesting the use of compostable and recyclable products and more effective waste management for the events over the weekend.

All stallholders taking part are to use environmentally friendly products and packaging where possible. Further information on products to use will be communicated to you.

Both general waste and recycling bins will be provided for stallholder use and will be placed in accessible areas behind stalls. Please refrain from using the public bins for disposing of any substantial rubbish – especially bottles. There will also be a skip bin provided on the Lords Place and McNamara Street sides of the market.

The area around your stall must be kept clean and tidy. After bump-out you must ensure the area in which you have been allocated is left clean and tidy with all rubbish to be deposited in bins provided or taken with you. Should there be insufficient bins to cater for the waste generated, please remove your surplus rubbish when you vacate the area.

FOOD SAFETY

An application for “Temporary Food Permit” will be required for **Every food, wine and other beverage Stallholder**. The form can be found here:

<https://www.orange.nsw.gov.au/wp-content/uploads/2021/03/Temporary-Food-Permit.pdf>

Once you have your approval letter from Council, it must then be forwarded with your application form.

POWER

For those requiring power, it is the Stallholders responsibility to ensure all power Leads are tested and tagged.

Power is limited so please ensure you indicate your need for power on your application form. Access to power cannot be guaranteed if you have not indicated that you need power.

If you require power, please be mindful of other vendors and do not overload the sockets – there is limited available on site and we must fairly and equally divide its use amongst all vendors as required.

EQUIPMENT HIRE

If you need any further hire equipment – please contact local provider JD Hire on 02 6332 9511. Any additional equipment will be the vendors’ responsibility and they must arrange collection of such equipment.

Please do not leave hire equipment in Robertson Park without first arranging with the hire company or the Event Manager that you will be doing so. Your hire equipment is your responsibility until collected by the hire company.

PUBLIC LIABILITY

It is a requirement of participation that all stallholders must carry their own Public Liability Insurance to a minimum value of \$20million and where applicable additional Product Liability Insurance. Please contact your insurer or broker to ensure that **“Orange City Council” is noted as an interested party on your policy or certificate of currency for this event. A copy of your insurance certificate MUST be forwarded with your booking application form.**

HAZARDOUS GOODS & SUBSTANCES

It is essential that anyone intending to use gas at this event should complete and return the LPG gas check-list (a copy must also be kept on site during the event). The Event Manager may remove from site any person using LP Gas who fails to complete this checklist, makes a false declaration or knowingly uses an unsafe gas installation.

If a stallholder intends on bringing any other hazardous goods and substances to site they must contact the Event Manager prior to the event day for approval and to discuss appropriate risk control measures to be implemented.

SPONSOR VOUCHERS – NIGHT MARKET ONLY

Please be aware that food vouchers will be prepared for F.O.O.D Week sponsors and key personnel, to be redeemed at the Night Markets. These vouchers are to be available for redemption at any of the participating food or wine vendors of the event. Once received, please retain the voucher and note the value. At the conclusion of the event please send all your vouchers with an invoice including your BSB and Acc Details. You can send the invoice along with the vouchers or a photo of all the vouchers to F.O.O.D, P.O Box 2229 Orange 2800 or foodadmin@orangefoodweek.com.au. 1 voucher equals 1 glass of wine or 1 serving of food only. It is a requirement of participating that all stallholders must adhere to the request to accept vouchers during the event.

15. CANCELLATIONS POLICY

- All cancellations must be notified via email to mali@orange360.com.au.
- Cancellations received 2 weeks or more prior to the start of the event will get a refund less an administration fee. You are not permitted to cancel within the 2 weeks prior to the start of the Event. **If you do cancel within this 2-week period, you will not be entitled to a refund. You acknowledge and agree to that.**
- The participant acknowledges that F.O.O.D 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 participants participate in the event at their own risk.
- The participant acknowledges that F.O.O.D is not responsible for, and accepts no liability in relation to, the participant's participation in the event.
- ORANGE360/ORVA's 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 F.O.O.D 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.

16. INDEMNITY

In consideration of F.O.O.D permitting the participant to operate a Stall at the Events, the participant indemnifies F.O.O.D and its related bodies corporate against any liabilities, losses, damages, outgoings, costs and expenses suffered, a related body corporate of F.O.O.D 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.

17. FORCE MAJEURE

For the purpose of this clause, "Force Majeure" means if any 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 that forces the event to cancel.

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 the event or circumstance that prevents or disrupts the Event, including weather.