



2018 Sawtell Chilli Festival

Terms and Conditions

Name of Event: 2018 Sawtell Chilli Festival

Date of Event: Saturday 7th July 2018

Duration of Event: 10.00am-4.00pm

Stall Holders Application Process:

Application forms must be completed and lodged by the 31st January 2018 to gain consideration as a stall holder or exhibitor in the 2018 Sawtell Chilli Festival. Online application and printed forms are available at <http://www.sawtellchillifestival.com.au>

Successful stall holders and exhibitors will be notified in March 2018.

The Sawtell Chilli Festival Organiser and Committee have the final say in determining the successful stall holders and exhibitors. Intimidation or threats by unsuccessful applicants will only eliminate their opportunity to join in future events.

Set Up:

All stallholders and/or exhibitors can start setting up from 6.00am but all vehicles must be removed prior to 8.30am.

Road closure and access to the event site is in accordance with Road Closure Policies and Procedures of Coffs Harbour City Council. No vehicles, with the exception of Emergency Services vehicles will have access to the site after 8.30am or before 4.00pm.

Contact Details: Clive Greenway
2018 Coordinator - Sawtell Chilli Festival
PO Box 298
SAWTELL NSW 2452

Telephone: 0401 936 365
Email: sawtell.chilli.festival@gmail.com

**Location of sites:**

While all efforts will be made to meet the requests for a specific site location, the organiser may allocate, re-allocate and/or change the position of the stall and/or activity at any time.

Size of Sites and Tent requirements:

Standard sites are marked to allow a 3 metre x 3 metre self standing tent (supplied by stall holder). **All tents must have Tent post weights on all 4 posts**, (to comply with State & Federal Public risk requirements).

Sub-letting of site:

An Exhibitor / Vendor shall not sublet or permit any other person to occupy or use the site or any portion of it without the consent of the Organiser.

Intoxicating liquor and raffles:

No intoxicating liquor shall be consumed during the festival without the prior consent of the organiser.

An Exhibitor / Vendor shall not breach any of the provisions of the Lotteries, Gaming and Betting Act 1966 or any other statutory modification thereof. Any Exhibitor / Vendor without the prior consent of the organiser shall not take up a collection of any kind.

Refreshments (Health and Safety Requirements):

No food, liquor, refreshments of any kind or alcoholic beverages will be allowed to be sold in any part of the Festival without the consent of the Organiser. Consent will only be granted to Exhibitor / Vendors who provide proof of compliance, for all Health & State requirements as set out by Coffs Harbour City Council. A copy of this documentation must be included with your Registration.

Property Damage:

The Organiser, its sponsors, agents and the Sawtell Chamber of Commerce shall not be responsible for the loss of or damage to or caused by the Exhibitor's goods, wares or merchandise as a consequence of loss by fire, water, theft, riot, accident, electrical failure or any other cause whatsoever. Exhibitors / Vendors must have adequate insurance cover arranged to satisfy their own needs in these regards.

**Indemnity:**

The Exhibitor / Vendor hereby indemnifies the Sawtell Chamber of Commerce, the Organiser, its sponsors and its agents against all claims personal and property whatsoever and howsoever arising out of loading, unloading, lifts, ramps and otherwise in the transport and erection, conduct or display or dismantling of exhibits. All Exhibitors/Vendors participating in this Festival will have Public Liability Insurance with a limit no less than ten (10) million dollars. All exhibitors must check with their insurance supplier to ensure they are appropriately covered for this off-the-premises activity. A copy of your current Public Liability Insurance Policy must be included with your registration.

Cancellation:

The Organiser reserves the right to cancel the Festival without assigning any reason at any time.

Exhibitor's Further Obligation:

To comply with any reasonable direction of the Organiser concerning the erection and dismantling of display material, vehicles or activity, which the Organiser may consider necessary for the benefit, efficient and orderly conduct of the Festival.

To remove and dispose of packaging materials before the opening of the Festival and ALL remaining materials at the end of the Festival.

To conform to all the statutory rules, provisions, regulations of any relevant Federal, State and Local Government authority,

To place suitable guards on all moving machinery or exhibits likely to cause injury to person and/or property and to display appropriate and current licences pertaining to these items.

To make good any damage to roads, grounds to the satisfaction of the Organiser.

Not to make, cause, permit or suffer to continue any undue noise or anything, which, unreasonably obstructs, disturbs, injures or inconveniences any other Exhibitor / Vendor, First Avenue Shopfront or visitors.

**Payment and Cancellation Policy:**

Full payment is required by 1 May 2018 before sites will be secured. Cheques are to be written to Sawtell Chilli Festival or Direct Bank Transfer to Tax Invoice details. If payment is not received by 1 May 2018, then the site may be reallocated without further notice.

A cancellation fee of \$25.00 is applicable if notice is received by the organisers in writing before 31 May 2018. Notice received after the 31 May 2018, will not receive any refund or part payment of fees. **Note:** If the Sawtell Chilli Festival Coordinator is able to find a suitable stallholder for the site, consideration may be given to reimbursement of 50% of the remaining fees paid.

Security:

The Organiser's accept no liability for damage or theft to any display material, stock (person) or any part of exhibit. The Organiser's cannot be responsible for security of any stands or display at any time. Please ensure your stand is manned at all times, including the set up and set down periods.

Power Leads:

All power leads used should be tagged and used in accordance with Occupational Health and Safety Standards, i.e. not lying loose on the ground, they should either be taped using suitable tape to the ground or safely fixed above head height.

Failure to comply with any/and or all of these conditions and requests made by the Organiser may result in stallholder/exhibitors details being removed from the mailing list.

Generators:

All generators should be "silent" generators and emit no unnecessary noise or odour.

Coffs Harbour City Council:

Coffs Harbour City Council Staff will attend the 2018 Sawtell Chilli Festival to assess all stalls and view licences and registrations, public liability insurance documents and NSW Food Authority and Local Government registration reports.

They will also check compliance of refrigeration, food handling and storage, cooking temperatures.

Please ensure all relevant paperwork is presented in a folder to the Coffs Harbour City Council Staff on the day of the event.



Failure to comply with these requirements may result in your stall being closed and/or not considered for future events/festivals in the Coffs Harbour Local Government area.

Stall Holders and Organisers:

Following the directions and maps supplied for setting up stalls and vacating the event, will allow the process to go more smoothly. All stallholders have different requirements when setting up. Please be patient with each other and respect the space you have been allocated and the neighbours you will be working beside on the day.

Have a safe, enjoyable and profitable 2018 Sawtell Chilli Festival.

