

# WOMADELAIDE 2019 – RETAIL STALLHOLDER TERMS & CONDITIONS

As at 5 Sept 2018

## KEY DATES:

- **Sunday 14 October 2018** - On-line stall applications must be lodged with \$50 application fee.
- **Friday 16 November 2018** - Applicants will be advised of the outcome of their stall application.
- **Friday 14 December 2019** - Successful applicants will be emailed their Stallholders Contract and invoice for their site fee and bond.
- **Monday 14 January 2019** – Payment of site fee and bond due. Countersigned Stallholder Contract due by this date also.
- **Friday 1 February 2019** – Public Liability certificate of currency due to Stalls Coordinator.
- **Tuesday 5 March or Wednesday 6 March 2019** – On-site delivery of externally hired marquees and any other items of major infrastructure.
- **Thursday 7 March from 8am until 5pm, and Friday 8 March 2019 from 8am until 4pm** – Stallholder site access to set up their stalls, decorate their marquees, load-in stock and undertake safety inductions.
- Stallholders must operate their stall on:
  - **Friday 8 March 2019** from 4pm until at least 10pm
  - **Saturday 9 March 2019** from 11am until at least 10pm
  - **Sunday 10 March 2019** from 11am until at least 9pm
  - **Monday 11 March 2019** from 11am until at least 9pm
- **Tuesday 12 March 2019 5pm** - Stallholders must remove all goods and equipment from Botanic Park.
- **Friday 29 March 2019** – Expected date of bond return, provided no damage or breach of terms and conditions.

## STANDARD SITES FOR RETAIL STALLS:

- **Standard retail site fee is \$2250 ex GST.**
- WOMADelaide will provide Retail stallholders with the following:
  - 1 x 3mtr wide x 3mtr deep marquee
  - 2 x timber trestle tables (2400mm long x 740mm wide x 700mm high)
  - 2 x chairs
  - 1 x fluoro light
  - 1 x 10amp power point
  - 12 x single day stallholder wristbands (3 x each day)
  - 1 x **St Peters Parking** sticker for use at St Peter's College North Terrace for use during the event (to be confirmed). Due to reduced availability on Plane Tree Drive, Retail stallholder parking has been moved to St Peter's College.
  - **Bump-in Bump-out** vehicle access pass for access to Plane Tree Drive on Thursday 7 March, Friday 8 March prior to 2pm and Tuesday 12 March.

- Up to 4 additional single day stallholder wristbands may be purchased for additional staff at a discounted rate.
- Stallholders will also be able to utilise up to 6 square metres of uncovered external space in the immediate vicinity of their stall provided that it does not affect walkways or impact the surrounding stalls (ie 1m to the front of your stall, 1m to the rear of your stall).
- If you require a back of house marquee please apply for an intermediate sized stall.

#### **INTERMEDIATE SITES FOR RETAIL STALLS:**

- **Intermediate retail site fee is \$2900 ex GST.**
- WOMADelaide will provide Retail stallholders with the following:
  - 1 x 3mtr wide x 6mtr deep marquee
  - 2 x timber trestle tables (2400mm long x 740mm wide x 700mm high)
  - 2 x chairs
  - 1 x fluoro light
  - 1 x 10amp power point
  - 16 x single day stallholder wristbands (3 x each day)
  - 1 x **St Peters Parking** sticker for use at St Peter's College North Terrace for use during the event (to be confirmed). Due to reduced availability on Plane Tree Drive, Retail stallholder parking has been moved to St Peter's College.
  - **Bump-in Bump-out** vehicle access pass for access to Plane Tree Drive on Thursday 7 March, Friday 8 March prior to 2pm and Tuesday 12 March.
- Up to 4 additional single day stallholder wristbands may be purchased for additional staff at a discounted rate.
- Stallholders will also be able to utilise up to 6 square metres of uncovered external space in the immediate vicinity of their stall provided that it does not affect walkways or impact the surrounding stalls (ie 1m to the front of your stall, 1m to the rear of your stall).

#### **LARGE SITES FOR RETAIL STALLS:**

- **Large retail site fee is \$3450 ex GST.**
- WOMADelaide will provide Retail stallholders with the following:
  - 1 x 6mtr wide x 6mtr deep marquee
  - 4 x timber trestle tables (2400mm long x 740mm wide x 700mm high)
  - 4 x chairs
  - 1 x fluoro light
  - 1 x 10amp power point
  - 16 x single day stallholder wristbands (3 x each day)
  - Parking details to be confirmed. Due to reduced availability on Plane Tree Drive, Retail stallholder parking may be moved off site
  - **Bump-in Bump-out** vehicle access pass for access to Plane Tree Drive on Thursday 7 March, Friday 8 March prior to 2pm and Tuesday 12 March.
- Up to 4 additional single day stallholder wristbands may be purchased for additional staff at a discounted rate.

#### **SECURITY BOND:**

- All stallholders will be charged a **security bond of \$1000 (GST free)** in relation to compliance with the terms and conditions for the use of Botanic Park (in separate

document), use of WOMADelaide infrastructure, and the terms and conditions in this document, including waste management and recycling.

- The bond will be returned in full by Friday 29 March 2019 provided that no damage has been caused or contract terms breached.

#### **APPLICATION FEE:**

- An application fee of \$50 is required as part of the on-line stall application lodgement process.
- This \$50 application fee is to be paid with a credit card using WOMADelaide's secure eWAY payment portal.
- Stallholders will be immediately emailed a tax invoice and a receipt for their \$50 application fee during the eWAY payment process.
- The application fee is not refunded if your stall application is unsuccessful.

#### **PAYMENT OF SITE FEES (if application is successful):**

- Successful applicants will receive an invoice for their site fee and their security bond via email during the first two weeks of December 2018, and payment in full (using the WOMADelaide eWAY credit card portal) must be made by Monday 14 January 2019.
- Any stallholders that haven't paid their site fee and bond by 14 January 2019 will be in breach of their contract and may lose the opportunity to participate in WOMADelaide.

#### **CANCELLATION:**

- If a stallholder wishes to withdraw from WOMADelaide after signing their contract and paying their site fee and bond they will forfeit their site fee but have their bond refunded in full.
- The WOMADelaide Festival is presented on a "rain or shine" basis, and stallholders should not assume the event will be cancelled due to wet weather. In extreme conditions, however, some changes to the program may occur.

#### **SUPPORT MATERIAL:**

- Any documentation that can't be uploaded to the on-line stalls application form, such as the scaled site-layout drawing or stall photos, must be received by the Stalls Coordinator, WOMADelaide, 12 King William Road, Unley SA 5061 by Tuesday 16 October 2018.

#### **TRADING TIMES:**

- On Friday 8 March 2019 Retail Stalls are required to operate from the opening of gates at 4pm until at least 10pm, and ideally through to the conclusion of performances at approximately midnight.
- On Saturday 9 March 2019 Retail Stalls are required to operate from the opening of gates at 11am until at least 10pm, and ideally through to the conclusion of performances at approximately midnight.
- On Sunday 10 March 2019 Retail Stalls are required to operate from the opening of gates at 11am until at least 10pm, and ideally through to the conclusion of performances at approximately 11pm.
- On Monday 11 March 2019 (which is a Public Holiday in SA) Retail Stalls are required to operate from the opening of gates at 11am until at least 9pm, and ideally through to the conclusion of performances at approximately 11pm.
- Stallholders must have ceased trading, turned off external signage lighting and closed serving counters and stall frontages strictly within 15mins of the conclusion of performances on Stage 1 and Stage 2.

#### **PUBLIC LIABILITY INSURANCE:**

- All stallholders are required to have \$20 million public liability insurance covering their operations at WOMADelaide.
- A copy of the policy must be supplied to the WOMADelaide Stalls Coordinator by no later than Friday 1 February 2019.

#### **STALL PRODUCT RESTRICTIONS:**

- Stallholders will only be permitted to sell items listed in their on-line application forms. Any variations must be approved by WOMADelaide in writing.
- Stallholders will not have an exclusive right for the sale of any product or service at the event.
- CDs must not be sold by any stallholders.
- Stallholders must sell all items at whole or half dollar price points (ie \$8 or \$8.50 – no \$8.20 items).

#### **STALL LOCATION & PRESENTATION:**

- The location of the stallholder's site will be entirely at the discretion of WOMADelaide Management.
- Camping tents and carports are not considered suitable for stalls.
- Stallholders will not be permitted to use umbrellas, marquees or other items featuring trade logos (ie Holden or Merlo).
- WOMADelaide reserves the right to direct stallholders to improve any stall that we consider to be dirty or not up to an appropriate presentational standard.
- Music, either live or amplified recordings, is not permitted within stalls.

#### **MARQUEES:**

- White Marquee Event Hire will be supplying the marquees that are included with site fees (requested via the on-line stalls application form). They will be white in colour.
- As a four-day event, WOMADelaide often experiences a spectrum of weather conditions including heat, storms and high winds. It is therefore imperative that all tents and marquees sourced by stallholders are of a commercial/heavy duty standard.
- If you are sourcing your own marquee you must include photos and details of its structure, fabric and pegging in your on-line application form.
- Marquees positioned in close proximity to sensitive tree roots or irrigation pipes are required to be secured by weights rather than pegged under direction from the Botanic Gardens staff.

### PACKAGING:

- Retail stallholders are strongly encouraged to eliminate packaging.
- Where packaging is integral to the sale of specific products, it should be environmentally friendly.
- Plastic bags and glass containers are not permitted under any circumstances.

### RUBBISH, RECYCLING and LIQUID WASTE:

- WOMADelaide enjoys a unique privilege in using Botanic Park. Protection of the historic trees and other vegetation is of paramount importance.
- WOMADelaide will supply communal bins at the back of each stalls area.
- These bins will be differentiated for organic waste, recyclable products, cardboard, soft plastics, and general waste.
- Stallholders must keep their stall and its immediate surroundings clean and tidy.
- Stallholders are not permitted to use the bins provided for the general public.
- A stallholder's failure to comply with the waste separation and recycling policies, as well as any attributable damage to the park or equipment supplied by WOMADelaide, will result in forfeiture of their bond.

### VEHICLE ACCESS TO BOTANIC PARK:

- Botanic Park and WOMADelaide Management have introduced new terms and conditions for vehicle access within the park, including a penalty system for breaches. Please see **Terms & Conditions for the Use of Botanic Park** document linked in the application for further details.
- During the Bump-in:
  - Stallholders will receive **Bump-in Bump-out** vehicle passes. These must be displayed on the dashboard to facilitate access to **Plane Tree Drive only** on Thursday 7 March from 8am until 5pm, and on Friday 8 March from 8am until 2pm.
  - In 2019 vehicle access to Botanic Park will only be possible with a **Grass Access** permit, for approved vehicles only to be obtained from the traffic management personnel at gates B, C and D and returned when exiting to Plane Tree Drive.

- **All vehicles must be escorted by a spotter for all vehicle movements.** It is the stallholder's responsibility to bring a responsible person to guide the driver within the park. WOMADelaide crew will not be made available as spotters.
- During this set-up phase only vehicles carrying equipment or stock are permitted to travel across grassed areas at walking pace (speed limit 10kph).
- Any bump-in vehicle that does not also have a **Stallholder Parking** sticker must be removed entirely off-site by 2pm on Friday 8 March.
- On Saturday 9, Sunday 10 and Monday 11 March 2019:
  - Retail stallholders are only permitted to use Plane Tree Drive for stock deliveries and collections while the WOMADelaide is live. Any vehicle being used for this purpose will have its **Bump-in Bump-out** vehicle pass checked by the Gate Security Staff, and all vehicle occupants' wristbands scanned, on entry. Retail stallholders' vehicles cannot remain on site for more than 30mins on these days.
- On Tuesday 12 March 2019:
  - Retail stallholders must show their **Bump-in Bump Out** vehicle passes to access Botanic Park for bump-out between 8am and 5pm on Tuesday 12 March.

#### **VEHICLE PARKING AT ST PETER'S COLLEGE CARPARK on NORTH TERRACE (to be confirmed):**

- Event parking for Retail stallholders will be located at St Peter's College carpark, entry via North Terrace.
- Each Retail stallholder will be issued with one **St Peters Parking** pass to use this facility while WOMADelaide is live to the public.
- St Peters College Parking Passes will be transferable between vehicles provided the first car has exited the carpark before the second car enters.
- The St Peter's College North Terrace Carpark will operate on Friday from 4pm until 2am, on Saturday and Sunday from 7.30am until 2am and on Monday from 7.30am until 1am. (Times to be confirmed.)

#### **TICKETING & STAFF ENTRY TO BOTANIC PARK:**

- Standard size stallholders will receive 3 single day stallholder wristbands for each day of the Festival, to a total of 12 allocated across the Festival.
- Intermediate and large size stallholders will receive 4 single day stallholder wristbands for each day of the Festival, to a total of 16 allocated across the Festival.
- Each stallholder will be able to purchase an additional 2 single day stallholder wristbands each day for additional stall at a discounted rate up until Friday 15 February.
- Replacement wristbands and any additional staff wristbands requested after 15 February must be purchased at the gate price.
- On the set-up and pack-down days any stallholders and their staff arriving in a vehicle that displays a **Bump-in Bump-out** vehicle access pass will be admitted to Botanic Park via the Blue Gate/Stage Door on Hackney Road (adjacent to the Hackney Rd bridge across the Torrens River).

- On the set-up and pack-down days any stalls personnel that do not have a **Bump-in Bump-out** vehicle access pass will need to park outside Botanic Park and enter on foot via the Blue Gate/Stage Door on Hackney Road. As they pass into the secure zone of the park these stalls staff will be asked to sign-in.

#### **SMOKE FREE:**

- WOMADelaide is a smoke-free event with smoking permitted only in the designated smoking areas which will be identified in site signage.

#### **ELECTRICAL REQUIREMENTS:**

- WOMADelaide's electrical contractor will provide each Retail Stall, regardless of the size, with a single 10amp power outlet and a single fluoro light.
- Only electrical equipment that has been listed on the stallholder's on-line application form will be permitted to be used.
- All electrical equipment and all extension cords used by stallholders must be tested and tagged within the last 12 months in accordance with SA's Work Health & Safety Regulations 2012.
- While it is strongly recommended that stallholders have all their electrical equipment tested and tagged prior to the event, an external test and tag contractor will be on-site during set-up days providing this service.
- Double-adaptors are not permitted (but tested and tagged power-boards are okay).
- Each stall will be inspected for testing and tagging compliance prior to the commencement of trading at 4pm on Friday 8 March 2019.
- Stallholders are not permitted to use generators.

#### **SAFETY REQUIREMENTS:**

- Naked flames such as candles are not permitted in Retail or Display Stalls.
- As outlined in other sections of this document, all electrical equipment used in stalls must have a current (not greater than 12 months old) testing tag.
- Due to the complex operational demands of the set up for this Festival, WOMADelaide requests that stallholders attend to the aforementioned testing and tagging obligations prior to the event. Contractors from Jim's Test & Tag (electrical) and Northern Extinguisher Service (fire safety) will be on-site to provide fee-for-service inspections and certification on Friday 8 March but their response time may be slow if there is high demand for their services, and this could adversely impact on the stallholder's ability to commence trading when gates open.
- Sturdy closed-toe footwear and high-vis vests must be worn by stallholders and all their staff throughout all phases of the event set-up prior to the opening of gates at 4pm on Friday 8 March, and on Tuesday 12 March for the pack-down and load-out.
- High-vis vests are easily and cheaply purchased from hardware stores and specialist safety retailers.
- Emergency Briefings and Waste Disposal Induction sessions for stallholders will be conducted by WOMADelaide Management on Thursday 7 March and Friday 8

March. It is essential that every stallholder, or an appropriate senior employee, attends one of these sessions.

**OTHER CONDITIONS:**

- Stallholders shall not be entitled to assign, share or sublet all or part of their site without prior written consent from WOMADelaide Management.
- Pets and livestock are not permitted at WOMADelaide.
- Camping and overnight sleeping is not permitted on the WOMADelaide site.
- WOMAD and/or the WOMADelaide name, brand, logo or other representation may not be used without prior permission from WOMADelaide Management.

**DISCLAIMER:**

- All who participate in WOMADelaide do so at their own risk. The WOMADelaide Foundation and its employees, Arts Projects Australia and its employees, and all the staff connected with the event do not accept responsibility for any injury, damage or theft to any person, property or stock arising by reason of attendance or participation at the Event.
- WOMADelaide does not warrant or guarantee the number of public attendances at the event, nor assure stallholders of any particular level of patronage and turnover.
- The stallholder must agree to indemnify and keep indemnified "the Event" and "the Management" against any claims or charges arising out of any actions or omissions of the stallholder in the performance of the provisions of their stallholder agreement.