



## JOIN THE MARKET AT AUSTRALIA'S FAVOURITE EVENT

The Ballarat Begonia Festival is one of the largest and most popular regional events. The three-day festival is held over the Victorian Labour Day long weekend in March within the picturesque Ballarat Botanical Gardens. This award-winning festival (*2014 Best Regional Event in Victoria* and *2014 Australia's Favourite Event*) attracts over 60,000 patrons annually.

The 2018 festival will be held on Saturday 10, Sunday 11 and Monday 12 March. The festival is seeking stallholders that have products relevant to a **Gardener's Market** and/or a **Creative Designer's Market**. Stallholders must exhibit for the three consecutive days and remain open for business from 10:00am until 5:00pm daily (festival operating hours).

Due to the 'no pegging' policy within the site (the Ballarat Botanical Gardens) the City will provide all marquees at the festival. The stallholder fee includes the hire and installation of the marquee for stallholders to trade. Stallholder fees start from \$528 incl. GST and must be paid in full four weeks prior to the festival.

The largest market segments who attend the festival are 31-50-year-old couples and family groups of four. This encompasses horticultural enthusiasts, new home owners, and family fun seekers. The City of Ballarat conducts an extensive marketing campaign to promote the festival that focuses on the Ballarat region, large sections of regional Victoria, extension into Melbourne as well as interstate to Adelaide.

If you are interested in trading at the festival, please email your completed application form and associated paperwork to [events@ballarat.vic.gov.au](mailto:events@ballarat.vic.gov.au) by no later than Friday, 3 November 2017. Should your application be successful you will be notified via email and sent an invoice for your stallholder fee.

Key dates and times

- Stallholder application due: Friday, 3 November 2017
- Stallholder fees due: Friday, 9 February 2018
- Festival bump-in for stallholders: Friday, 9 March 2018 (from 8:00am)
- Begonia Festival: 10-12 March 2018 (10:00am to 5:00pm daily)
- Restocking of stall during Begonia Festival: 8:00am to 9:00am, 10-12 March 2018
- Festival bump-out: from 6:00pm on Monday, 12 March 2018
- Festival bump-out continued: Tuesday, 13 March 2018 from 8:00am to 5:00pm

Stallholder **fees** are:

- 3m x 3m Marquee           \$528 incl. GST
- 6m x 3m Marquee           \$660 incl. GST
- Trestle table/s            *Free of charge*
- Chair/s                      *Free of charge*
- Signage for marquee        *Free of charge*

## STALLHOLDER AGREEMENT

**Business/trading name:** \_\_\_\_\_

**Contact name:** \_\_\_\_\_

**Postal address:** \_\_\_\_\_

**Contact number:** \_\_\_\_\_

**ABN:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Website:** \_\_\_\_\_

Stallholder **fees** for the festival are as follows, please specify your requirements:

- 3m x 3m Marquee **\$528 incl. GST**
- 6m x 3m Marquee **\$660 incl. GST**
- Trestle table/s **Free of charge** Quantity required = \_\_\_\_\_
- Chair/s **Free of charge** Quantity required = \_\_\_\_\_
- Signage for marquee **Free of charge** **NOTE: Please list the name of your stall as you would like it to appear on the signage** \_\_\_\_\_

Description of products for sale:

1)	6)
2)	7)
3)	8)
4)	9)
5)	10)

**Power:** Please note that there will be no access to power at the festival.

Do you have public liability insurance to the **minimum value of \$20million?**

- Yes - please attach
- No

I accept that if I am successful I will pay the site fee in full to the City of Ballarat **by no later than Friday, 9 February 2018.**

I have read and agree to the stallholder the terms and conditions attached:

.....  
Signature of authorised person  
(Exhibitor)

.....  
Signature of authorised person  
(City of Ballarat representative)

.....  
Position held

.....  
Position held

.....  
Name in block letters

.....  
Name in block letters

.....  
Date

.....  
Date

## 2018 Begonia Festival Stallholder Terms and Conditions

### SITE FEE

A site fee will be charged to trade at the festival. Stallholders will be emailed an invoice for this fee if their application is successful. The site fee must be paid in full by no later than Friday, 9 February 2018.

NOTE: Should the festival fall on a day that is declared to be a code red catastrophic fire danger, the festival will be cancelled and site fees for the cancelled day/s will be refunded. No refunds will otherwise be provided.

### QUALITY/STANDARD OF VENDOR SITE

A high-level of both personal and site presentation is expected from all stallholders. The City of Ballarat reserves the right to prohibit any stallholder from trade should the quality of their site be deemed unsatisfactory. Stallholders may be given an opportunity to rectify their site in negotiation with the City of Ballarat.

### TRADING HOURS

The festival is open to the public from 10:00am to 5:00pm on Saturday 10, Sunday 11 and Monday 12, March 2018. Stallholders must be fully operational and open for trade throughout the festival times.

### VEHICLE PERMITS

To ensure safety and security at the festival, all stallholders requiring vehicle access to the festival site are required to complete a *Vehicle Permit Form* for approval prior to the festival. The *Vehicle Permit Form* requests information regarding the stallholder, driver, mobile phone number, time of arrival and vehicle details (make, model, and number plate). Once a *Vehicle Permit Form* has been reviewed and approved, a vehicle permit will then be issued and must be displayed on the dashboard of the approved vehicle.

Please note that stallholders will be required to submit a *Vehicle Permit Form* on the behalf of any third-party provider/s (eg. courier/delivery driver) requiring vehicle access to site to deliver items/supplies. Vehicle permit forms will be

emailed to all successful stallholders and must be completed for any vehicle requiring access to site.

### BUMP-IN / BUMP-OUT & DELIVERY TIMES

Stallholders will have access to the festival site on the following dates and times:

#### Bump-in / set-up / delivery vehicles

Friday, 9 March 2018 – 8:00am to 5:00pm

Stallholder access to site will be provided from 8:00am to 5:00pm on Friday, 9 March 2018. Third-party providers (eg. couriers) can also deliver items to stallholders at these times. Please ensure you are onsite to receive all deliveries from your third-party provider/s as festival staff will not be responsible for the safety or storage of your items.

#### Festival period - delivery and access times

Saturday 10, Sunday 11 & Monday 12 March 2018 – 8:00am to 9:00pm.

Access to re-stock sites during the festival will only be granted from 8:00am until 9:00am each morning. Please note that earlier access may be arranged upon prior written approval. All non-essential vehicles must be relocated offsite by no later than 9:00am during the festival period. Please note vehicle movements are prohibited after 9:00am.

#### Bump-out / pack-up / delivery vehicles

Monday, 12 March 2018 – from 6:00pm

Stallholders may commence bump-out from 6:00pm on Monday 12 March, if it is safe to do so and departure has been approved by festival staff.

Tuesday, 13 March 2018 – 8:00am to 5:00pm

The festival site will re-open for bump-out from 8:00am to 5:00pm on Tuesday, 13 March. Please note that earlier access may be arranged upon prior written approval.

### THIRD PARTY PROVIDERS

Please notify all third-party providers of the specified bump-in and bump-out dates and times, and the 8:00am to 9:00am delivery period each morning of the festival. Please ensure third-party providers have completed a *Vehicle Permit Form* prior to access and that festival staff are contacted upon arrival.

## VEHICLE SCHEDULE

A stallholder vehicle schedule for bump-in, bump-out and delivery will be developed to provide clear direction and instruction to stallholders. This schedule will minimise traffic congestion and increase the safety throughout the festival site. It is therefore imperative that stallholders arrive and depart at their pre-specified times.

## VEHICLE PARKING

There will be a designated stallholder parking area adjacent to the festival site. During the festival period, all non-essential vehicles must be removed from site by no later than 9:00am. Further information shall be provided closer to the festival.

## VEHICLE ACCESS + VEHICLE MOVEMENT

Each stallholder will be allocated a specific vehicle entrance point for the festival. The designated entrance will be relevant to the height of the stallholder vehicle and the designated location within the festival.

Upon arrival stallholders will be directed to their specific site by festival staff. For safety, vehicle movements must be kept to a minimum and vehicles must give way to pedestrians. Care must be taken and vehicles must travel no faster than walking-pace. Each vehicle should have a designated spotter in high-vis clothing to ensure safe vehicle movements. Vehicles must ensure their hazards lights are on when moving throughout the site.

**At the festival, all non-essential vehicles must be offsite by 9:00am. Vehicle movements are prohibited within the festival site between 9:00am until 6:00pm each day.** Further information around vehicle access shall be provided closer to the festival.

## INSURANCE

The City of Ballarat will not be responsible for stallholders and/or their staff, nor for the safety of stallholder equipment, infrastructure and possessions. Stallholders are required to have for the duration of the festival (including bump-in and bump-out periods) **current public liability**

**insurance to the minimum of \$20million, naming the City of Ballarat as an interested**

**party.** Failure to provide a current copy of your public liability insurance will deem your application void and access to the festival will not be permitted.

## ONLINE CONTRACTOR INDUCTION

**All persons** working (paid or unpaid) at the festival must complete the City of Ballarat's compulsory online contractor induction prior to accessing the festival site. At the completion of the contractor induction, a contractor card can be printed and should be carried with personnel at the festival. A link to the contractor induction will be provided to successful applicants.

## OCCUPATIONAL HEALTH & SAFETY

### + WORKCOVER

Stallholders are responsible for providing a safe workplace and must comply with the *Occupational Health & Safety Act 2004* and the *Occupational Health & Safety Regulations 2007*. By signing this document, you acknowledge that you have a valid WorkCover insurance policy covering all employees and subcontractors. Further information can be found in the booklet *A Guide for Employers Your WorkCover Insurance* [here](#). **Please note:** WorkCover will conduct inspections on site prior to and during the festival.

## POWER & ELECTRICAL EQUIPMENT

Please note that there will be no access to power for stallholders at the festival.

## WASTE MANAGEMENT

A limited supply of waste and recycle bins are provided at the festival. All stallholders are requested to limit their packaging and waste.

## FIRST AID & EMERGENCY MANAGEMENT

Throughout the festival, first aid staff will be in attendance and can be alerted to an emergency via festival staff or volunteers. Should an emergency (or a near miss) occur, you must contact festival staff immediately.

## **SECURITY**

Festival activities and trade conclude each night at 5:00pm, from which security guards have a constant presence throughout the site. Whilst the festival provides security it will not be held liable for any thefts, damage or losses from stallholder sites.

## **CONDUCT / SMOKING / DRUGS & ALCOHOL**

Stallholders and staff must maintain a professional and courteous manner always. Stallholders and staff are not permitted to smoke within the festival grounds. The City of Ballarat is transitioning to a smoke-free festival and request that stallholders smoke outside the festival grounds and away from the public.

Stallholders and staff must work free of the effects of drugs and/or alcohol. A sole provider of alcohol will operate from within the Robert Clarke Centre at the festival. Alcohol is prohibited from being sold, provided or consumed outside this designated area.

## **SUBLETTING**

This stallholder agreement pertains to you and therefore you cannot transfer, dispose of, part with, or otherwise sublet the whole or part of your site for financial consideration or otherwise, without prior approval and written consent from the City of Ballarat.

## **SALES, ADVERTISING & SIGNAGE**

No sales, advertising, signage or displays shall be permitted anywhere outside the boundary of your allocated site. Hand-written signage is not permitted. Stallholders are not permitted to display third-party signage and/or branding which conflicts with the City of Ballarat and its sponsors.

## **NO PEGGING POLICY**

There must be no penetration of the ground at the festival due to the extensive in-ground watering and utility systems within the Botanical Gardens. Stallholder marquees and other temporary structures must be appropriately weighted with concrete weights as an alternative to pegging.

## **COMPETITIONS**

Should you wish to run a competition at the festival, prior written approval must be obtained in advance from festival staff.

## **PHOTOGRAPHY COPYRIGHT RELEASE**

The City of Ballarat will engage the services of an official photographer. By signing your agreement to these terms and conditions you also provide written consent for the City of Ballarat (*Ballarat Begonia Festival*) to retain copyright and ownership of all photographic images taken of you, your staff or display during the festival. It also acknowledges that you agree to allow the City of Ballarat (*Ballarat Begonia Festival*) to use these images for promotional purposes without consultation and that you relinquish all rights to any payments or profits gained from the use of these images.

## **CANCELLATION**

Should you wish to withdraw from the festival, you must do so in writing to festival staff as soon as possible. Should you withdraw your application after Friday, 9 February 2018, you will forfeit 50% of the site fee payable and the festival reserves the right to offer your site to a third party. The City of Ballarat reserves the right to cancel any stallholder at any time at its discretion.