

**PLEASE READ CAREFULLY AS THERE ARE NEW TERMS  
AND CONDITIONS AND THEY WILL BE ADHERED TO  
THANK YOU.**

### **Intro to this Event**

Stallholders can sell a range of traditional and general stuff related to Scottish, Celtic and Irish on the day. We require all stall holders to book and pay in advance to assist us to plan and prepare before the event.

**Bump in is from Friday after Lunch or Saturday morning from 5:30am cars to be moved off the field by 8:00am, stalls ready from 8:30am and finishing time is 4:00pm. Cars will not be allowed in till 4:00pm.**

If you need to tell us anything before the day, please let us know while you're booking under Anything we need to Know.

Don't have computer or debit card call Adam 0432 187 010 and we can still help you with your booking.

Select the appropriate ticket. You must obtain a ticket in order to be allocated a spot and ticket is needed on the day.

You will be asked for the following details, Name of Business/Organisation, Contact Person: Address, Phone Number, Mobile Number, Email address, what you are Selling and if there is Anything we need to know.

You have indicated that you accept these terms and conditions listed below when you have purchased a ticket.

Stalls must be no bigger than what you have indicated on the stall holder application form. It is important that you inform us beforehand if your stall is going to be larger than your original estimate to enable us to complete the site plan.

Powered sites are limited and - food stalls & performers, sound equipment will get priority all stalls that require power must have all necessary documents public liability, food licences and tag lead records Emailed to Clans on the Coast in advance ( [stalls@clansonthecoast.com](mailto:stalls@clansonthecoast.com) ) or a copy for Management on the day to put in our files.

For any specific requirements, or questions E-mail to: [stalls@clansonthecoast.com](mailto:stalls@clansonthecoast.com)

All stall holder enquiries to Event Organiser Adam Nicholas 0432 187 010

## **STALLHOLDERS TERMS AND CONDITIONS**

- 1. Bookings can be made through [www.trybooking.com/](http://www.trybooking.com/) (then event number). Trybooking charges 30c on top of booking costs for administration fees. For all enquiries about the handling fee please send an email to Clans on the Coast ([stalls@clansonthecoast.com](mailto:stalls@clansonthecoast.com)) or call Adam on 0432 187 010.**
- 2. Site booking close fourteen (14) days before event date. There will be no late bookings taken.**
- 3. Any cancellation must be received 14 days prior to the event. You will receive a full refund less the trybooking fee.**
- 4. If cancellation is after the 14 days prior, then 10% of your site fee will be refunded to your card.**
- 5. If the Stallholder does not turn up on the day of the event, then the site fee is forfeited.**
- 6. In the event of a cancellation, all site fees received will be refunded less trybooking administration costs.**
- 7. The event organiser reserves the right to cancel Clans on the Coast at its own discretion. The event is expected to proceed even if showers or winds are predicted. Stallholders must ensure that their site is safe. That gazebo, awning, umbrellas anything on tables etc. must be weighted so that it is safe in strong winds. This is the stallholders' responsibility**

8. Clans on the Coast reserves the right to advertise or promote the Stallholder in connection with Clans on the Coast and the Stallholder consents to Clans on the Coast taking and using photos which may contain images of the Stallholder's produce or image.
9. Site allocations are final and no negotiation will be entered into unless discussed prior to the event.
10. The Stallholder must not trade in any other area of the event site other than at their booked and confirmed site number. A site plan will be emailed to those who have provided their email.
11. Stall sites may be allocated prior to day of event, however, may change from year to year without notice and may be subject to Stallholder absences, stall placement, availability of utilities and other factors. Clans on the Coast reserves the right at any time to move Stallholders to different sites. Stallholders do not "own" sites nor do they obtain any right, title or interest in a particular site.
12. The Stallholder is responsible for all necessary insurances to cover loss or damage to their products etc. A minimum of \$20,000.00 public liability insurance is required.
13. The Stallholder will provide a copy of their insurance "Certificate of Currency" to the Clans on the Coast ([stalls@clansonthecoast.com](mailto:stalls@clansonthecoast.com)).
14. Stallholders must present their vendor booking receipt to the Event Organisers on the day.
15. Bump in time will be 2.5 hours before start time If a Stallholder brings a vehicle into the event site to unload goods must drive in the area at a safe speed that is no greater than 10km, then the Stallholder agrees to remove the vehicle 30min prior to start time on the day of the event.
16. **Bump out time is after the finish time at 4:00pm and not before.** If you wish to pack up before this time, there will be a \$10 early leaving fee.
17. The following conditions apply to vehicular access on Park:

- A. Access to "Authorised Vehicles Only" areas of the Park are restricted to **(number of vehicles)** for the unloading/loading of equipment etc,
- B. Speed limit within the Park is 10 km per hr.

All Stall holders & helpers will be requested to park their cars directly behind their stalls. However the Clans on the Coast management reserve the right to refuse onsite parking if we consider that to do so would interfere in anyway with other stall holders, patrons, the running of the event, safety, field condition if raining or any other reason deemed necessary.

- A. Stallholders remain liable for any parking infringement notices, damage to vehicles or related issues regarding parking of their vehicles.
  - B. Stallholders must NOT park across driveways in nearby streets.
18. Clans on the Coast currently does not supply equipment to Stallholders, so Stallholders will need to bring everything they need, including gazebos, sandbags, ropes, tarpaulins, tables, chairs and display equipment.
19. Should Clans on the Coast incur any extraordinary costs, expenses or other charges (Additional Charges) as a result of your activity at the markets, Clans on the Coast reserves the right to pass on in full any additional charges to you. An example of such additional charges may include (but is not limited to) costs of maintenance of Clans on the Coast' or the Council equipment, extraordinary cleaning charges or contract electrical charges (from the use of faulty equipment). You agree to be liable for additional charges and to reimburse Clans on the Coast in full.
20. The Stallholders agrees NOT to:
- A. Damage the street path, dig holes or in any way interfere with the street, nature strip or grassed surfaces. Do not fasten foreign objects (nails, screws, wires etc.) into trees or any objects unless approved by Event Managers. Stallholders are expected to leave their stall site as they found it. All garbage, litter, waste and other rubbish that stallholders either bring to the event, or obtain at the event must be placed in the bin. Unwanted larger stall items must be taken home. There is not enough room in the bins for anything other than general rubbish.
  - B. Pack up your site prior to the finish time: if there is an emergency and you need to leave please discuss with event managers. Packing up early interferes with the programme of events and may cause a safety risk.
  - C. Smoking is not permitted at any stall sites.

21. No protection will be given to anyone selling illegal goods. Management reserves the right to ask a stallholder to remove any items deemed inappropriate. Counterfeit “scouts” do regular spot checks at all events regularly. Police also check for stolen property or illegal/ inappropriate goods. You have been warned.
22. **FOOD VENDOR CONDITIONS**
- A. The event organiser must submit to Council notification of all food businesses participating in the event 14 days prior to the event. A food business also includes anyone offering free tasting or food samples.
- B. All temporary food businesses must comply with the ANZFS Food Safety Standards and the Food Act, 2003.
- C. Temporary food businesses such as food stalls must comply with the New South Wales (NSW) Government document 'Guidelines for food businesses at temporary events', available:  
[http://www.foodauthority.nsw.gov.au/\\_Documents/industry\\_pdf/temp\\_events\\_guideline.pdf](http://www.foodauthority.nsw.gov.au/_Documents/industry_pdf/temp_events_guideline.pdf)

This includes the following:

#### Stall Requirements

- A temporary food stall must be enclosed with a roof and three sides. The stall should be of plastic or vinyl type sheeting and appropriately secured.
- An easy-to-clean, impervious flooring covering must be provided where the stall is provided on unsealed ground.
- All stall counter surfaces shall be smooth, durable and impervious.
- A dry chemical fire extinguisher must be provided.

#### Hand and utensil washing facilities

- Separate hand-washing and utensil washing facilities must be provided within each food stall. The waste water from each is to be disposed of into a waste water container which is labelled 'Waste Water Only'.
- The hand washing facilities should be labelled 'Hand Washing Only' and must provide an adequate supply of warm water (approximately 40°C), liquid soap and disposable paper towels.
- The utensil washing facilities must be labelled 'Utensil Washing Only' and must be provided with hot water, detergent and suitable sanitising agent (either water reaching 82°C or a chemical sanitiser)
- A food grade sanitiser must be provided for the cleaning of food contact surfaces and utensils. A 'spray and wipe' or '99.9% bacteria killed' type cleaner is not acceptable.

#### Food display

- All food must not be accessible to members of the public and be either:
  - o wrapped or packaged;

- o completely enclosed in a suitable display cabinet; or
- o protected by a physical barrier such as Perspex or glass sneeze guard or clear plastic siding to the stall.
- Any food which is given away as "samples" must be distributed in a supervised manner, such as given out off a tray or plate by a staff member. It must not be left out for self service on any counter, bench or top of food display unit.
- Single use eating and drinking utensils, straws, etc, shall be pre-wrapped or adequately protected from contamination.
- All condiments such as sauce, mustard, etc, must be kept in squeeze type dispensers or in individual sealed packets.

#### **Food handlers**

- Hands must be washed whenever hands are likely to contaminate food
- Single-use gloves used must be changed after changing tasks, such as accepted money and handling food
- All food handlers must be appropriately dressed with at least head covering, clean apron and enclosed shoes.
- All food handlers must have skills and knowledge in food safety and food hygiene matters appropriate to their work activities. Port Stephens Council offers free online food safety via 'I'm Alert', available: <http://www.imalert.com.au/foodsafety/training/welcome.php?sub=portstephens>

#### **Temperature control of potentially hazardous food**

- All hot food must be kept above 60°C.
- All cold food must be kept below 5°C.
- Chilled food intended to be served hot must be rapidly reheated. A Bain Marie or pie warmer must not be used to heat food – these are designed only for keeping previously heated food warm.
- An appropriate temperature measuring device (probe or infra-red type thermometer) must be provided to check the temperature of food.

Mobile food vehicles such as caravans, trailers and vans must comply with the NSW Government document 'Mobile food vending vehicles: Operation, construction and food handling guidelines', available:

[http://www.foodauthority.nsw.gov.au/Documents/industry\\_pdf/Mobile\\_Food\\_Vending\\_Guidelines.pdf](http://www.foodauthority.nsw.gov.au/Documents/industry_pdf/Mobile_Food_Vending_Guidelines.pdf)

An adequate and constant supply of portable (drinking) water must be available for all food vendors for the preparation of food and cleaning.

Food handlers must have constant access to adequate toilet facilities.

Food vendors using gas appliances are required to have a current Gas System Compliance Certificate (AS/NZA 5601:2:2010 Gas Installations) for gas equipment used on site.

- 23. Stallholders remain liable for compliance with all laws. Clans on the Coast assumes no liability for Stallholders' compliance with legal obligations and Stallholders indemnify Clans on the Coast for any Stallholder breach of the law.**
- 24. Powered sites are limited and -food stalls & performers, sound equipment will get priority. Power outlets may only be used with the permission of Management. Electricity will be provided and may be subject to additional cost Electricity is only available for the purpose approved by Clans on the Coast.**
- 25. Clans on the Coast does not provide any equipment for Stallholders to connect to the electricity.**
- 26. Stallholders may only use power leads that are safe, comply with Occupational Health and Safety requirements and have been recently inspected and tagged. please provide mats to cover power cords on the ground to prevent trip hazard.**
- 27. Clans on the Coast reserves the right to inspect electrical equipment and cables at any time. Leads not tagged will be unplugged by Management.**
- 28. Electricity, or its continuous supply, is not guaranteed by Clans on the Coast and no refunds or credits will be provided for any issues relating to electricity supply or the failure to supply it.**
- 29. Stallholders must ensure that all gas appliances are approved and in date.**
- 30. Stallholders using gas/electrical appliances must have a suitable fire extinguisher or fire blanket on site.**
- 31. It is the responsibility of the stall holder to ensure they conform to any safety and compliance standards pertaining to their equipment.**
- 32. If anyone is caught stealing ANYTHING form ANYBODY no matter how small, the police will be involved and the offenders will be permanently banned from Clans on the Coast. Bargaining is expected in any market- but NOT cheating. Any complaints will be looked at and acted upon if proved to be justified. This event has a good name and wants to keep it!**
- 33. First aid box and general enquiries will be available at the Scouts or Information Tents.**

**Have a great day and thanks for supporting this exciting event.**