

## KidsFest Trade Stall Application Form

**Saturday 28<sup>th</sup> & Sunday 29<sup>th</sup> March 2020**

<b>Trade Stall Name:</b>
<b>Contact Name:</b>
<b>Address:</b> _____ _____ <b>State:</b> _____ <b>Postcode:</b> _____
<b>Phone:</b> _____ <b>Mobile:</b> _____ <b>Fax:</b> _____ <b>E-mail:</b> _____
<b>Type of Stall:</b> <b>Food Stall</b> / <b>Product Promotion</b> / <b>Other:</b> _____
Please specify all goods to be sold during the festival:
* _____ * _____
* _____ * _____
* _____ * _____
* _____ * _____
<b>Not for Profit:</b> <b>Yes / No</b> (If yes please specify) _____
I hereby agree to the terms and conditions outlined below.
<b>Signature:</b> _____ <b>Date:</b> ____/____/____
<i>Please return this signed form to KidsTown. Fax: 5821 2172 or e-mail kidsfest@kidstown.org.au</i>

**Office Use only:**

<b>Date Received:</b>	
<b>Food stall – Temp. food permit:</b>	Yes    No    Not required
<b>Confirmation letter:</b>	Date: _____ Invoice number: _____
<b>Approval:</b>	Yes    No
<b>Site location/ Bump In -Out</b>	

## Terms and Conditions of Use

**Saturday 28<sup>th</sup> & Sunday 29<sup>th</sup> March 2020**

All Trade stall's at KidsFest will be located all around the KidsTown site.

Trade stall rental starting from \$250 for two days and \$125 for two days for not for profit organisations.

(Please note area 10 (entry) will be only available at the higher rental amount only)

Sites start from 3m x 3m space. If power is required to your site, there will be an additional cost of \$120 per site (2 x 10amp & 1 x 15amp power outlets **OR** 2 x 15amp power outlets).

**Each application needs to have the following documents supplied when applying if applicable, incomplete applications will not be considered until all documentation has been supplied:**

- Public Liability Certificate of Currency \$20 million
- Risk Assessment
- Certificate of Registration of Food Premises
- Street Trader Stall Permit / Food Safety Program
- Working with Children's check
- Suitable photo identification.

**There are limited sites available and all applications need to be in by no later than**

**5pm Friday 13<sup>th</sup> March 2020**

**Please note: by filling this form out this does not guarantee a site without committee approval.**

**The Hirer/User must ensure:**

1. The area and facilities are left in a clean and tidy condition at the conclusion of the day's/evening's activities.
2. Contact is made with SPC KidsTown (KidsTown) regarding the positioning of tents or vehicles at the site.
3. They comply with all KidsTown rules and guidelines including all Local Laws and other relevant Laws and legal requirements.
4. Contact is made with KidsTown with regards to the use of power and toilet/change rooms at the site.
5. No advertising or promotional material is to be displayed at KidsTown, without prior written consent from KidsTown Management.
6. The name of SPC KidsTown or KidsTown or KidsFest is not used in any material produced or disseminated by the Hirer/User without the prior written consent from KidsTown Management.
7. They provide evidence of compliance with the following Council Public Liability Insurance and Indemnity requirements prior to the commencement of any activity.

## **PUBLIC LIABILITY INSURANCE**

The Hirer/User shall at all times during the period of hire/use, be the holder of a current Public Liability Policy of insurance in the name of the Hirer/User providing coverage for a minimum amount at least \$20 million per one event. The Public Liability policy shall cover such risks and be subject only to such conditions and exclusions that are approved by the Greater Shepparton City Council (Council) and shall extend to cover the Greater Shepparton City Council in respect to claims for personal injury or property damage arising out of the negligence of the Hirer/User. A Certificate of Currency is to be provided to Greater Shepparton City Council or SPC KidsTown prior to the commencement of the Hire/Use.

## **NOT EXCLUSIVE USE**

Unless otherwise specifically resolved by the KidsTown or the Council, exclusive use of an area within Facility will not be granted, and KidsTown reserves the right to hire any area to other parties.

## **SUB-LETTING/HIRING OUT**

The allocated use of an area within KidsTown does not permit a Hirer/User to allow the use of that area by any other parties unless previously arranged with KidsTown Management.

## **FOOD AND BEVERAGE**

1. The Hirer/User can only provide or sell food or beverage at KidsTown / KidsFest with the prior written consent from KidsTown Management. Approval may not be granted to any food outlet which sells one or any of the items listed below:
  - i. Deep Fried Foods
  - ii. Hot Dogs
  - iii. Coffee
  - iv. Crushed Iced Drinks
  - v. Soft drinks which are not of a Coca Cola brand.
2. KidsTown reserve the right to provide catering for any event and or booking held on the grounds of KidsTown.
3. If written consent is given to provide or sell food or beverage at SPC KidsTown it is the responsibility of the Hirer/Sub-Hirer/User to make contact with the Council's Health Department with regards to obtaining the necessary food permits for the consumption and sale of food at the site. A copy of the permit must be supplied to KidsTown 3 days prior to the event or booking.  
*For more information please contact the Council's Health Department on 58 329 731.*

## **INDEMNITY**

The Hirer/User agrees to indemnify and to keep indemnified, Greater Shepparton City Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made against them, or any of them, in connection with the Hirer's/Users performance or purported performance of its obligations under this agreement and be directly related to the negligent acts, errors or omissions of the Hirer/User.

The Hirer's/Users liability to indemnify the Greater Shepparton City Council shall be reduced proportionally to the extent that any act or omission of the Greater Shepparton City Council, its servants or agents, contributed to the loss or liability

## **CONDITION AND HAZARD REPORTS**

The Hirer/User of KidsTown is required to submit after each use, a facility condition report, in the format provided by the KidsTown.

Hirer/User of KidsTown facilities are required to report immediately any hazards or maintenance requirements that fall outside their responsibility and/or control or capacity of the organisation to resolve. KidsTown will provide the report forms to be used.

## **FIRST AID & EMERGENCY RESPONSE**

First Aid and Emergency Care for KidsFest will be available to any participants attending the event during the time of this booking.

All first Aid and Emergency Care incidents must be reported to KidsTown as soon as possible.

KidsTown Manager is to be contacted immediately if any Emergency Service Providers (Police, Fire, Ambulance, etc.) are required to attend an incident at KidsTown during your event.

## **EMERGENCY ACTION PLAN**

It is recommended that event management develop an Emergency Action plan. KidsTown Management can assist in this area if required.

If a Major Emergency occurs in the playground during the time of booking, the hirer and participants must follow directions and cooperate with SPC KidsTown staff members with the implementation of the KidsTown's Emergency Action Plan.

## **CANCELLATION BY HIRER/USER:**

The Hirer may cancel a booking by giving notice to KidsTown Management at least 24 hours before the commencement of KidsFest. *Note: An administration fee will apply to all refunds.*

## **CANCELLATION BY KIDSTOWN MANAGEMENT**

The KidsTown Management reserves the right to cancel a booking/event, if the area or any part thereof is unfit for use or if the conditions laid out in this agreement are not met.

KidsTown, the Greater Shepparton City Council and its Councillors, employees, and agents shall not be liable in respect of any costs, loss or damage sustained as a result of the cancellation of the booking/event, however KidsTown will refund any fee paid for the booking (provided that KidsTown or part thereof is not unfit for use due to any act or omission of the Hirer/User).

## **GENERAL:**

SPC KidsTown reserves the right

- To decline any applications for hire, Sub-hire or use,
- To adjust or vary terms and conditions of trade and to apply bonds.
- To decline any applications on the grounds of a conflict of interest due to its commitments with current Sponsors and/or Business. No correspondents will be entered into in regards to specific Sponsorship or Business agreement due to the recommendations of KidsTown under the Information and Privacy Act.

Late applications and late notifications to KidsTown Management of significant changes to event logistics may incur additional fees or charges.

All applications must be submitted in writing on a KidsFest trade stall application form. All applications will be assessed to ensure they meet with conditions for hire.

Applicants will be advised of KidsTown decision regarding their application.

Successful applicants will receive an invoice with a confirmation letter for site and service fees and the event bond (if applicable). Approved sites will have notification on bump in dates and times for set up. Bonds are fully refundable providing the site is left in a clean and tidy condition and there is no damage to the site.

Fees and bonds must be paid a minimum of 3 days prior to the first booking date or the booking will be cancelled.



## **PRIVACY STATEMENT:**

Greater Shepparton City Council ("Council") collects, holds, uses and discloses personal information subject to the *Privacy and Data Protection Act 2014* (Vic) ("PDPA"). By providing your personal information, you consent to Council using and disclosing such information for the purpose of participating in KidsFest and any secondary purposes permitted by the PDPA. Failing to provide personal information to Council may mean that Council cannot provide its services to you. You may apply to Council for access to and/or amendment of the information by contacting Council on 03 5832 9700.

*For more information please contact KidsTown*

*on 03 5831 4213 or 0447 697 509 e-mail [kidsfest@kidstown.org.au](mailto:kidsfest@kidstown.org.au)*