



# Food Stall Application

**SATURDAY  
MARCH 14th  
2020**

[www.stpatricksfestivalwa.com](http://www.stpatricksfestivalwa.com)



# FOOD STALL APPLICATION FORM

**Saturday 14th March 2020 Medibank  
Stadium, Leederville**

All completed forms to be returned to  
*[niamhstpatsfestival@gmail.com](mailto:niamhstpatsfestival@gmail.com)* or  
0458759931 for more information



## **Background**

St. Patrick's Day WA Inc. is a not-for-profit organisation established to promote and celebrate St. Patrick's Day in Perth, Western Australia. In Ireland, St. Patrick's Day is marked by tradition and culture and across the world on March 17th people don a shade of green and celebrate their own sense of 'Irishness'.

With the support and backing of the City of Vincent, sponsors, partners, and various fundraising initiatives, the committee coordinate a parade through the streets of Leederville. The parade features marching bands, local sports clubs, school teams, cultural groups and community businesses. A family fun day in the Medibank Oval follows with entertainment provided by Irish dancers, singers, musicians and sports, as well as a number of stalls showcasing local groups, local crafts and traditional Irish goods.

The St. Patrick's Day Parade and Family Fun Day and all its fundraising and media activities is a non-sectarian, non-political event.

## **Expected Attendance**

Based on previous years and the growth each year, the organisers expect a total attendance of 40,000 people over the day, with 10,000 people at any one time. This is dependant on the weather expected on the day.

## **What do you get?**

We are seeking a variety of market stalls to add vibrancy and colour to the festival. Market stalls could sell a range of items including packaged foods, non alcoholic drinks, merchandise, clothing, souvenirs or simply provide information about a cause or association.

Whilst the committee aim for a diverse range of market stalls, we will not consider exclusive rights to a product or category.

## **What do I need to submit?**

You need to fill in and return your **business details, onsite contact & information, stall order information, payment details and sign the terms & conditions.**



## Business Details

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Is your business registered for GST?      Yes / No

Business Address: \_\_\_\_\_

Stall Display Name: \_\_\_\_\_

(This will be the name used for your stall signage at the event)

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

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website/Facebook: \_\_\_\_\_

Provide details of two events you have operated at within the last 12 months:

1) \_\_\_\_\_

2) \_\_\_\_\_

## Onsite Contact & Info:

Full Name: \_\_\_\_\_

Mobile: \_\_\_\_\_

Estimated number of staff required at your stall during the event: \_\_\_\_\_

Please enter a brief description of your business: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please enter the products you wish to sell and their prices:  
(Prices can be changed after this application is submitted)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Stall Order

Number of 3m x 3m sites (including white marquee) at \$350.00 required \_\_\_\_\_

Number of 3m x 3m sites (you to provide own marquee) at \$150.00 required: \_\_\_\_\_

Number of 10 amp power leads at \$30 per lead: \_\_\_\_\_

Number of 15 amp power leads at \$40 per lead: \_\_\_\_\_

Number of 3 Phase leads at \$70 per lead: \_\_\_\_\_

Trestle Tables at \$15 per table: \_\_\_\_\_

Trestle table cloths at \$15 per table: \_\_\_\_\_

White plastic chairs at \$10 each: \_\_\_\_\_

Compulsory City of Vincent Food Permit Application (see attached form):

Medium/High risk at \$124: Yes

Low risk at \$66: Yes

Not for profit/charitable fee exempt: Yes

Grand Total stall costs: \$ \_\_\_\_\_

## Payment Details

Direct Deposit: Yes / No

Account Name: St Patrick's Day WA BSB: 805 022 Account Number: 0351 4575

Amount to be paid: \_\_\_\_\_ *(Please use your business name as reference)*

Credit Card: Yes / No

Visa: Yes Mastercard: Yes

Card Number: \_\_\_\_\_

Exp Date: \_\_\_\_\_ CCV: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Amount: \_\_\_\_\_



## TERMS & CONDITIONS

### Stall Hire

1. The stallholder accepts that the organising committee cannot guarantee any returns, financial or otherwise, for such participation.
2. Stallholders are subject to additional terms and requirements as outlined in a confirmation letter. Payment of fee is deemed as acceptance of these additional terms.
3. Successful stallholders will be advised in writing by the committee.
4. The appointment of the stallholders is at the sole discretion of the committee. All decisions of the committee shall be final and no correspondence shall be entered into. Should these terms and conditions be ignored, the stallholders participation in future events will be rejected.
5. Bookings will only be secured once full payment has been received. Payment is required in full within 30 days from date of invoice. If full payment is not received within 30 days of receiving the letter of acceptance, the stall site will be re-offered to the next interested party.
6. The stallholder will be provided with the following;
  - a) 3m x 3m site and marquee (unless otherwise stated)
  - b) Access to power when applicable fee is paid
7. Stallholders are only permitted to sell products which have been stated on this application form. Please ensure you list all products you wish to sell in order to accurately assess your application.
8. Stallholders are not permitted to share, sub lease or assign a site to other exhibitors or any other party without the prior written approval by the committee.
9. All site allocation decisions are at the sole discretion of the committee. Site allocation is determined by the Organiser taking into account appropriate grouping of stallholders into theme areas and power requirements.
10. The committee reserves the right to change the location of the stallholder at any time.
11. The stallholder must comply with all statutory laws and requirements and in particular the following;
  - a) Appropriate licences are held by the stallholder.
  - b) Compliance with Health Regulations is essential and approval must be obtained for the sale of food or other consumable items. (fees may apply)
  - c) Stallholders are responsible for ensuring all power cords used are appropriately tagged by a qualified electrician (with not less than 6 months validity) in accordance with the ElectriOrganiser (Licensing) Regulations 1991.
12. The stallholder must have intellectual property rights to all items offered for sale.
13. The stallholder accepts that the organising committee cannot guarantee any returns, financial or otherwise, for such participation.
14. The stallholder agrees to comply with all relevant Federal and Western Australia legislation.



## **STALL HIRE ACKNOWLEDGEMENT**

### **Stall Setup / Trading Hours**

1. All stallholders must be ready to be operational with all vehicles taken off the site no later than 11.00am, prior to commencement of the event operating times.
2. All stallholders stalls must be operational between the hours of 11.30am to 4.00pm (unless otherwise instructed by the committee).
3. Stallholders must ensure they have enough products and materials for the duration of the event. The anticipated attendance is 40,000 people over the event period.
4. Stallholders must have staff in attendance at their stall for the duration of the event.
5. Stallholders are responsible for and must ensure the safety of their employees and representatives at all times.
6. Stallholders must ensure there is suitable access for people with disabilities. This includes ensuring bench heights are at an appropriate level for people in a wheelchair and that the area is free from boxes and other material for easy access.
7. Access passes to road closures DOES NOT permit parking within the road closures. Please ensure you park outside of the road closure area. Failure to do so will result in your car being infringed and/or towed away with the vehicles owner to be charged for any towing costs incurred.
8. Helium balloons are not allowed on the event site
9. No public address systems or amplified music or sound is to be used without the written approval of the organising committee
10. Stallholders must not promote products, personalities or services which may conflict with the Organisers sponsorship or commercial arrangements. If unsure please contact the organisers for written approval.
11. It is imperative that the turf is left how we received it. Please make sure to have mats and take all care to keep the grass in good condition. If for whatever reason you cause damage to the turf the committee will have to impose a fine.

### **Insurance**

1. Stallholders must ensure all items sold must be fit for purpose and will be responsible for all property and items in the supplied stall.
2. Stallholders may be requested to show evidence of the Product Liability Insurance to the amount not less than \$10 million indemnifying the Organiser from instances arising from faulty products provided by the stallholder.
3. If requested by the organisers, the stallholder must supply to the committee evidence of Product Liability Insurance in the form of a Certificate of Currency. Following such request, and in the absence of a certificate being provided, the organiser may, at its absolute discretion, refuse the application.



4. Stallholders must have their own Public Liability Insurance for an amount not less than \$20 million for any one event; covering against any occurrence attributable to the activities of any persons for whom they are directly responsible for any injury to any other persons.
5. If the stallholder employs any person or persons to work at the stallholder's stall during this event, the stallholder acknowledges that they have arranged the appropriate Workers' Compensation Insurance and provided a copy of the Certificate of Currency to the organisers with this application.
6. Stallholders shall be responsible for any insurance for property within their stall and releases the organiser for any liability for items belonging to the stallholder.
7. The stallholder agrees not to do, or allow anything to be done, that would invalidate any insurance policy held by the organiser or the stallholder.
8. The organiser will not be liable for any costs or lost revenue incurred by the stallholders as a result of a partial or full event cancellation. The stallholder is responsible for its own insurance to cover losses against such rare occurrences.

### **Environmental Health**

1. Stallholders must comply with Occupational Health and Safety requirements and may be required to sign a safety checklist after Event Officers have undertaken an inspection.
2. Please use the application check list provided to ensure you attach all relevant required information. Applications will not be processed until all applicable paperwork is submitted.
3. Acceptance of application by the organisers events team is stage one, Environmental Health team has the right to reject any application at any time which may occur after Stallholder fees are payable.

### **Equipment**

1. All equipment must be fit for purpose and regularly maintained. The organiser makes no warranty in relation to the condition of any stall equipment, if provided to a stallholder, and will not be responsible for any loss or damage caused by any malfunction of the stall equipment and power.
2. Stallholders bringing their own stall equipment must ensure the stall equipment is erected securely, maintained and appropriately weighed down at all times, so as not to endanger any person or thing. Where a stallholder is in breach of any clause which has obligations in relation to safety or standards of behaviour, the organisers shall be entitled to terminate its agreement with the stallholder forthwith upon evidence of a breach (whether subsequently proven or not).

The stallholder will leave the site immediately and shall remove their equipment as soon as possible. the Organisers Events Team shall be entitled to remove the stallholder's equipment when the stallholder fails to do so and the organiser is entitled to seek reimbursement from the stallholder of all costs incurred by the organiser for such removal.





3. All stall equipment must remain within the confines of the stall site. For the safety of others, public access ways must remain clear at all times.
4. All hired equipment will be required to be signed out and in from a designated area. The stallholder agrees to return the hired equipment in the same condition upon sign out. Pre event damage or defects detected by the stallholder in regards to the equipment issued must be brought to the attention of the equipment distribution officer prior to the commencement of the event. It is the stallholder's responsibility to ensure equipment is returned to the equipment distribution officer at the conclusion of the event.

### **Power Requirements**

1. Any electrical equipment and leads brought into the event by a stallholder must be tagged in compliance with relevant workplace regulations.
2. Any electrical equipment and leads which are not tagged and compliant will be correctly tagged by the organisers on-site electrician and a fee of \$100.00 per item will be charged to the stallholder.
3. Any stallholder requiring a generator to be switched on prior to 8am on the event day must notify a member of the committee by no later than two weeks prior to the event. This request attracts an early switch on fee. In the absence of receiving a request, generators will be operational only, from 8am on the event day.
4. The committee gives no assurances and makes no representations with regards to the supply and continuity of power prior to or during the event. The committee will make every reasonable effort in relation to the supply and continuity of power but the stallholder accepts all risks associated with this and releases the organiser from any liability whatsoever. The stallholder's liability for payment of any monies to the committee remains notwithstanding the availability of power supplies.

### **Waste Management**

1. Stallholders must remove any goods remaining in the stall following the completion of the event, however driving vehicles onto the playing field is subject to pedestrian traffic. Please be advised delays may occur due to high crowd numbers and clearance will only be permitted by traffic management and event staff once the risk is minimised.
2. All stall sites must be left in a clean and tidy condition on departure, and all applicants agree to co-operate in an effort to keep the stall and surrounding areas in a clean and tidy condition for the duration of the event.
3. All cardboard boxes and packaging must be removed by the stallholder. Any boxes or packaging left on site will incur a fee for removal.
4. Stallholders will be charged with a clean-up fee if waste removal is required.
5. The committee endeavours to make events as sustainable and environmentally friendly as possible, therefore, the use of plastic carry bags will not be permitted.



## **Termination**

1. In the event of a stallholder, their agent, representative or employee breaching the terms and conditions herein contained, the organisers serves the right to terminate the stallholder's participation in the event and may require to leave the event immediately.
2. The organiser may terminate the stallholder's participation forthwith where the stallholder breaches the terms and conditions of this agreement and may require the stallholder to remove its products and services immediately. The applicant also agrees that the organisers will be entitled to remove the stallholder's products from the allocated marquee at the stallholder's cost if the stallholder does not remove such products when required by the organiser.

## **Force Majeur**

1. The stallholder will not hold the organiser liable for any failure or delay in the organiser staging the event where such failure or delay is due to causes beyond the organisers reasonable control.

Acknowledge termination and force majeure\*

## **Cancellations / Refunds**

1. The stallholder may, in writing, cancel the stallholder's participation in the event. The written notification of cancellation must be received by the organiser from the stallholder before 19th February 2020.
2. Cancellation received before the 19th February 2020 by the organiser will attract a \$50.00 administration fee deducted from the stallholder fee.
3. No refunds will be repaid to stallholders if notification of cancellations is received by the organiser on or after 19th February 2020
4. The organiser will not be required to refund any monies paid to the Organiser due to:
  - a) Failure by an applicant to appear at the event
  - b) Cancelling after 19th February 2020

## **Governing Law**

1. The stallholder agrees that the agreement and the Terms and Conditions are governed by the Laws of the State of Western Australia. The stallholder submits to the jurisdiction of the courts exercising jurisdiction in Western Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this agreement and the terms and conditions, and waives any right it might have to claim that those courts are an inconvenient forum.

## **Entire Agreement**

1. The stallholder accepts that if any of these Terms and Conditions for any reason becomes invalid or unenforceable, the remainder continue to be valid and enforceable and the invalid or unenforceable terms and conditions are capable of being severed without affecting the remainder.



## **Fees & Charges**

The following fees & charges will be levied if required:

Rubbish removal fee: .....	\$150.00
Oil and drum removal fee: .....	\$200.00
Oil fine - inappropriate oil disposal or spillage: .....	\$1,500.00
Additional on the day power cables: .....	\$100.00 per cable
Lost or damaged equipment: .....	Replacement cost
Early generator turn on fee: .....	\$50
Electrical certification/tagging fee: .....	\$100.00 per item
Cancellation fee by 19th February 2020: .....	\$50.00

## **Agreement to Terms & Conditions**

I \_\_\_\_\_ on behalf of business name \_\_\_\_\_  
agree to the terms & conditions contained in this agreement, and I am fully aware of the fees & charges  
which I may become liable for as a result of my stall activity

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

All forms must be returned to [niamhstpatfestival@gmail.com](mailto:niamhstpatfestival@gmail.com)

Please phone 0458759931 should you have any queries regarding this form.