

# 2021 REAL FESTIVAL FOOD VENDOR TERMS AND CONDITIONS

Please read the following terms and conditions carefully, as failure to comply with any of these may mean you forfeit your stall allocation with no refund.

SUBJECT	TERMS AND CONDITIONS
<b>Acceptance</b>	<p>Penrith City Council reserves the right to accept or reject any application.</p> <p>All applications received by the closing date will be sent written confirmation of their application by email.</p>
<b>Fee</b>	<p>A fee of \$300 per stall per day will apply.</p>
<b>Payment</b>	<p>Please do not pay your fee until you have received a confirmation email that your application has been successful and an invoice has been issued.</p> <p>Once your application is confirmed, payment must be made in full by the invoice due date. If full payment has not been received you will be unable to trade.</p> <p>Payment can be made online or in person at the front counter of the Penrith City Council Civic Centre, 601 High Street, Penrith by cash, eftpos, credit card, cheque or money order.</p> <p>Please make all cheques or money orders payable to Penrith City Council and include the reference <b>Real Festival</b> as well as your name.</p> <p>These can be mailed to: Real Festival - Events Team Penrith City Council PO BOX 60 PENRITH NSW 2751</p>
<b>Refunds</b>	<p>No refunds will be given regardless of circumstances including wet weather, or cancellations by the vendor prior to the event.</p> <p>Once invoice has been issued, full payment is required by invoice due date. Payment must be made by the due date stated on the invoice before confirmation is made.</p> <p><b>PLEASE ACKNOWLEDGE HERE:</b></p>
<b>Weather and crowds</b>	<p>Penrith City Council takes no responsibility for inclement weather or crowd participation.</p> <p>If wet weather occurs Penrith City Council will contact you on the day to advise if the festival is able to proceed.</p>
<b>Stall set up and space</b>	<p>If you do not keep within your allocated space, you will be unable to trade and no refunds will be offered.</p> <p>Under no circumstances are stalls to extend racks and other fixtures out in front of their stall.</p> <p>The food vendor must set up their display/stall/equipment in a safe manner, and comply with safety standards.</p> <p>When setting up, do not inhibit access to surrounding stalls in any way.</p> <p>During the event, food vendors must not display in public view or allow to be displayed on or in their stall any material which is defamatory or insults or makes personal reflections about any other person.</p>

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<b>Equipment</b>	<p>Food vendors must provide their own equipment.</p> <p>Power will only be available to vendors who have stated their requirements prior to the event on their application form.</p>
<b>Sub-leasing</b>	<p>Under no circumstances shall any sites be sub-leased.</p>
<b>Risk assessment</b>	<p>The food vendor is responsible for managing all risks occurring from their activity, and must abide by any direction given by Penrith City Council Event Managers in relation to risk management, including directions regarding the moving of vehicles on the event grounds.</p>
<b>Indemnity</b>	<p>The food vendor agrees to indemnify Penrith City Council against all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings and actions of any kind, including reasonable costs arising from the use of the stall by the food vendor or any person authorised or invited onto the stall site by the food vendor.</p> <p>The food vendor recognises that Penrith City Council will not take responsibility for any loss or damage to any items and that they display items entirely at their own risk.</p> <p>Each food vendor is responsible for observing the Federal and State legislation and other by laws in effect at the time regarding the merchandise/food items for sale.</p>
<b>Liability</b>	<p>The food vendor occupies and utilises the site at their own risk, and releases Penrith City Council from any liability for any damage to the display/stall/equipment or any other property of any description, or for loss of income due to event cancellation, wet weather or eviction due to non-compliance with safety regulations or terms of this agreement.</p>
<b>Insurance</b>	<p>You must have your own public liability insurance with a minimum \$10 million coverage.</p> <p>Insurance cover must be from an insurance company with an underwriter based within Australia and recognised by the Australian Regulatory Authority.</p> <p>Please attach a copy of your Certificate of Currency with coverage expiring beyond the event day.</p> <p>This application is deemed to be rejected notwithstanding any action of the Council unless Public Liability Insurance in accordance with this clause is provided.</p> <p>If you do not have insurance please speak with Council's Event Managers.</p>
<b>Balloons</b>	<p>No helium balloons are to be used or sold on the day.</p>
<b>Waste and the environment</b>	<p>All participants are responsible for keeping Tench Reserve, Nepean River environmentally friendly.</p> <p>Food vendors are required to keep their site clean at all times and must remove all waste and garbage, including oils, fats and food scraps from their site in an environmentally satisfactory manner throughout the afternoon.</p>

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<p><b>Work Health and Safety (WH&amp;S)</b></p>	<p>All food vendors are expected to abide by all safety regulations and requirements to ensure Real Festival is a safe and WH&amp;S compliant event.</p> <p>You are responsible for the WH&amp;S training of yourself and your staff who are present at the event.</p> <p>Penrith City Council is committed to its obligations under the Work Health and Safety Act and Regulations to provide a safe and healthy working environment for staff and others.</p> <p>Penrith City Council requires that any food vendors will at all times work in a safe manner, use safe equipment and not put themselves, Penrith City Council or others at risk.</p> <p>At all times you will adhere to relevant Work Health and Safety legislative requirements, standards and relevant codes of practice, as well as any safety rules specified by Penrith City Council.</p>
<p><b>Photography</b></p>	<p>All food vendors give consent for Penrith City Council to take photographs of stalls and display items, and that they may be used in Council documents, or for promotional and educational purposes.</p>
<p><b>Food stalls and vendors</b></p>	<p>Under the provisions of the NSW Food Act 2003 all food stall operators are required to sell safe and suitable food and to follow the NSW Food Authority guidelines for food businesses at temporary events. This guide can be downloaded at <a href="http://www.foodauthority.nsw.gov.au">www.foodauthority.nsw.gov.au</a>.</p> <p>All food vans and trucks will be provided with a space at Tench Reserve.</p> <p>No food preparation is to occur at residential premises unless the premise has approval from the local council. Supporting evidence must be included in the application.</p> <p>You are required to fill out and return an Application to Sell Food form which is available on Council's website.</p> <p>Penrith City Council Environmental Health Officers may attend the event to inspect food stalls and ensure compliance with food safety legislation and standards.</p> <p>Failure by food operators to comply may result in on the spot fines and or/prosecution.</p> <p>Council may also refuse to allow a food stall to trade if requirements are not met.</p>
<p><b>Stall holders</b></p>	<p>There are a limited number of stalls available.</p> <p>Food vendors will be required to bring their own utilities for the day including trolleys, packaging, chairs etc.</p> <p>Goods and services will be assessed on the basis of their quality, suitability and range. Food vendors will be selected at the discretion of Event Managers.</p> <p>Food vendors are not to vacate their stalls before the event closing time, per day, unless permitted by Event Managers.</p> <p>In exceptional circumstances or bad weather the Event Manager may authorise stallholders to pack up early.</p> <p>Successful food vendors will be sent a confirmation email with information regarding the event.</p>

## CONTACT US

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