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NATIONAL FOLK FEST

2025 National Folk Festival

Vendor Terms and Conditions

Revision Date: 10 December 2024

Vendor Ts & Cs: 10 December 2024

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1. Introduction

Below are the Full Terms and Conditions for all Vendors at The National Folk Festival 2025. These terms and conditions are subject to change for clarity and accuracy, unless signed and included as part of a contract. The most up to date version will be found online. Please do not refer to downloaded copies of this document.

2. Communications & Contact Details

The applicant vendor must be the sole communicator with the Festival. Vendors are required to maintain permanent and reliable communication with the National Folk Festival Vendor Management Team. Delayed response to urgent matters may cause the vendors cancellation from the event. Unless stated otherwise, all communication, including any requirements listed in the document, should be via email, to the Vendor Management Team (vendors@folkfestival.org.au)

3. Trading Dates

Event Start: Thursday 17 April 2025 Event End: Monday 21 April 2025

4. Event Location

Exhibition Park in Canberra: Corner of Flemington Road and Northbourne Avenue, Mitchell, ACT, 2911

5. Trading Hours

It is a requirement for all vendors to trade during the hours shown in the table below, which are subject to amendment before the event.

Vendors located near late night venues have the option to trade during some/all of the late-night hours. Vendors allocated to the late-night venues will be required to operate the trading hours listed in the additional 'late night area' below. Stalls located near the late-night venues will remain in place until after the festival has closed on 22 April 2025 due to patron activity. For those that opt for late night trade there may be an option to open later in the morning by negotiation with the Festival staff prior to the event.

Category	Thursday	Friday	Saturday	Sunday	Monday
Food & Drinks	5pm – 9pm	10am - 10pm	10am - 10pm	10am - 10pm	10am - 10pm
Food - Late Night Area Additional Hours	9pm – 2am	10pm – 2am	10pm – 2am	10pm – 2am	10pm – 2am
Coffee	5pm – 9pm	8am - 8pm	8am - 8pm	8am - 8pm	8am - 8pm
Merchandise	5pm – 9pm	10am – 9pm	10am – 9pm	10am – 9pm	10am – 9pm
Australian Handcrafted	5pm – 9pm	10am - 9pm	10am – 9pm	10am – 9pm	10am - 9pm
Body Services	5pm – 9pm	10am – 9pm	10am – 9pm	10am – 9pm	10am - 9pm
Community Groups	5pm – 9pm	10am - 9pm	10am – 9pm	10am – 9pm	10am - 9pm

6. 2025 Vendor Fee Schedule

6.1. Introduction

The Vendor Fee Schedule comprises both mandatory and optional fees.

Mandatory

Security Deposit of \$300 (no GST) – refund will be dependent on certain conditions being met per these Terms and Conditions Site hire fees are dependent on site size and include

- 1 x 15 amp power 1 x Vendor Car Pass
- Staff season* tickets for the vendor & their staff as specified in the table below
- Weights hire, for an extra cost, is mandatory if providing own marquee

6.1.2. Optional

- Additional power Additional staff passes
- Powered camping site

- Additional vehicle passes
 Marquee hire (with weights)
 Flooring for food stalls bring your own or negotiate direct with Barlens

6.2. Stall dimensions & fee structure

The vendor must identify their category, if unsure please request advice. If the incorrect category is selected, you will be reassigned, and the appropriate fee will be charged.

The vendor's selected site size must be inclusive of all their equipment, hitches and door openings, and signage. If the vendor exceeds the dimensions indicated, they may be moved and will be charged the appropriate fee.

All stall fees are excluding GST

CATEGORY	SITE SIZE	3 x 3 m	3 x 6 m	6 x 3 m	6 x 6 m	9 x 3 m
Hot Food Vendor (Meals)	Site Fee	\$2950	\$3450	\$4720	\$5720	\$6490
not rood veridor (ivieais)	Staff Passes	4	4	5	5	6
Coffee	Site Fee	\$2750	\$3050	\$4125	\$4725	\$5500
Collee	Staff Passes	3	3	5	5	6
Drinks Charles & Curent Treats	Site Fee	\$1750	\$1900	\$2275	\$2575	\$3040
Drinks, Snacks & Sweet Treats	Staff Passes	3	3	4	4	5
General Merchandise	Site Fee	\$950	\$1100	\$1235	\$1535	\$1760
General Merchandise	Staff Passes	2	2	2	2	3
Australian Hand Crafted & Body	Site Fee	\$790	\$940	\$1027	\$1327	
Services eg. Henna, Massage	Staff Passes	2	2	2	2	
Community Groups	Site Fee	\$350	\$400	\$420	\$520	
Community Groups	Staff Passes	2	2	2	2	
Back of House* Storage Coolrooms & outdoor BBQs. Please note coolrooms may not be be located behind the vendors site but co-located in a central position behind fencing	Site Fee	\$200	\$400	\$400	\$600	

6.3. Additional staff passes

These may be purchased and must be ordered in advance.

Staff passes are issued to the primary stall applicant, each pass permits access to the Entertainment Zone for the duration of the festival (including bump in, bump out, restocking and festival times)

Staff passes can be passed onto other staff members at shift changeover times.

A festival staff pass permits camping in the general camping area. Note: powered sites must be reserved at an additional fee – please email <u>vendors@folkfestival.org.au</u> for more information

	Adult (18 years and over)	Youth (12—17 years)	Child (Under 12 years)
Festival Pass	\$300	\$129	Free
Day Pass	\$75	\$33	Free

7. Approval, Cancellation & Termination

7.1. Notification and contract

All contracts and notifications will be sent to successful applicants (vendors) in writing by email. Vendors will have an opportunity to review and request amendments to their contract, but not all requests will be approved.

7.2. Approval

The Vendor will only have a position secured on site once the National Folk Festival receives full payment of the security deposit and site invoices, and all supporting documentation has been submitted including a signed contract with the most up to date Terms & Conditions. Initial acceptance/approval is an offer. Final position will be secured after all payments have been made and all documentation is received.

7.3. Supporting documentation

Supporting documentation includes any uploads, information or documents requested from the vendor. The applicant must submit all documents electronically. Documents may also be signed electronically.

7.4. Payments

Vendor invoices **will be forwarded via email**. Vendors must make all payments by the due date, as stipulated in the invoice. The below schedule is offered as a guide only. Please refer to the invoice for due dates.

Payment schedule	
Security Deposit \$300 (no GST)	31 January 2025
Payment of initial 50% of total site fee	14 February 2025
Site fee final payment	14 March 2025

Payment method: All payments are to be made via Electronic Funds Transfer. Payment details will also be provided on the invoice.

7.5. Security Deposit

If payment is not received by the National Folk Festival by the due date, the application will be treated as 'withdrawn' and the site reallocated.

Return/withholding of security deposit:

Security deposit refunds will be processed within 42 days of the end of the event unless:

- Any Terms & Conditions of the agreement are breached.
- Any payments remain outstanding Vendor bank account details have not been provided

Security deposits will be kept and not returned if:

- Vendor fails to attend the event
- Vendor damages or leaves the allocated vendor site in an unclean condition
- Vendor is found to be using or selling plastic/glass packaging or containers

7.6. Additional penalties & deductions

Security deposits will only be partially refunded if any of the below reasons apply. Please note, the amount stated will be deducted from the security deposit for each breach:

Additional penalties schedule				
Amount	Reason			
\$100	Late submission of documentation (including ticket names)			
\$100	Late payment of security deposit			
\$100	Late changes to stall requirements			
\$100	Failing to report and adjust contract to reflect stall changes			
\$200	All stall materials, rubbish, or loaned equipment (i.e. Milk crates) are not removed from the event site.			
\$200	Contamination of waste i.e., placing recycling in general waste bins			
\$200	Cleaning food receptacles in public areas			
\$200	Stall size did not comply with the applicants nominated size (including any overhang of doors, tow bars, displays or any item)			
\$200	Vendor fails to trade during specified trading hours			

Changes to requirements & verbal agreements 7.7.

All verbal agreements between a vendor and any National Folk Festival staff must be followed up in writing to the Vendor Management Team.

Final date for contract amendments & late submission of documentation without penalty: Monday 3 March, 2025

7.8. Cancellations, withdrawals & termination

7.8.1. Withdrawal by the vendor

Withdrawal by a vendor of an approved application must be advised in writing by email.

If the Vendor is required to withdraw during the event for an emergency, their stall must remain in place and cannot be removed until the festival ends. Goods may be removed from the site for security purposes.

The following charges will be applied if an application is withdrawn, by these dates:

Cancellations/withdrawal dates & penalties schedule		
Date	Payment forfeited/refunded	
Before 5PM Friday 14 February 2025	Security deposit refunded, less a \$50 administration fee.	
	50% deposit payment refunded, if applicable	
After 5 PM Friday 14 February 2025	All payments made will be forfeited.	

^{**}Please note that NO refunds will be paid due to poor trade, bad weather or site location

7.8.2. Termination by NFF

The National Folk Festival Management reserves the right to terminate the contract with the Vendor and take possession of the stall area if the Vendor is found to be in breach of any part of the agreement, or these Terms and Conditions. National Folk Festival Management reserves the right to cancel or expel any Vendor, stall staff member or contractor at any time. Under these circumstances, both the Stall Fee and Security Deposit will be forfeited.

7.8.3. National Emergency

If the National Folk Festival is cancelled on advice of a State or Federal Government agency, all site fees will be fully refunded.

If the vendor is unable to travel to the event due to government-imposed restrictions, the vendor will be entitled to a full refund of all fees paid. Circumstantial evidence must be provided by the vendor, if requested by The National Folk Festival, before the refund will be approved.

7.8.4. Weather

The event will take place regardless of the weather. No refunds will be given.

7.8.5. Dispute Resolution

In the case of a dispute that cannot be settled between the parties by goodwill within 30 days;

- The parties must endeavour to settle any dispute in connection with the contract through mediation.
- Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within 7 days of receiving any party's notice of dispute, by a person appointed by the NFF to independently facilitate resolution of the dispute
- It is a condition precedent to the right of either party to commence arbitration or litigation other than for interlocutory relief that it has first offered to submit the dispute to mediation.

8. On Site Logistics

8.1. Entry Gate times

To be confirmed prior to the event

Vendors' folder / information pack 8.2.

Vendors will receive a folder on site containing all remaining information and passes they require to navigate the event.

8.3. Load in (Bump In)

Vendors must adhere to specified load-in times and rules. Additional documentation may be provided with updated information.

All coolrooms must be delivered and positioned on-site by 4 pm Wednesday 16 April.

Load in times schedule				
Date	Time	Activity		
Prior to Monday 14 April	By agreement with Vendor Management Team	Arrive as agreed with Vendor Management Team		
Monday, 14 April 2025	9am-11am	Arrive as specified in the provided schedule or as agreed by Vendor Management Team		
Tuesday, 15 April 2025	9am-2 pm	Arrive as specified in the provided schedule or as agreed by Vendor Management Team		
Wednesday, 16 April 2025	9am-4pm	Arrive as specified in the provided schedule or as agreed by Vendor Management Team		
Thursday, 17 April 2025	9am-11am	Final preparation & safety checks Set up complete (final)		
	11am	No vehicle access to entertainment zone after this time, all unauthorised vehicles must be removed from the event site by that time		
	5pm	Ready to trade		

8.4. Load out (Bump out)

Vendors must adhere to specified load out times and rules. Additional documentation may be provided with updated information.

Load out times schedule		
Date	Time	Activity
Monday, 21 April 2025	Pre 12am	Official event end and final concert – some venues will remain open until the early hours/after midnight NO vehicles are allowed to move within the Entertainment Zone before 12am (midnight) on Monday. Vendors may pack up and trolley items to carparks from 7 pm to midnight. Late night traders must remain onsite and operating until 2am.
Tuesday 22 April 2025	From 12am	Limited vehicle movement in Entertainment Zone. Vehicles must comply with traffic restrictions and instructions from Security.
Tuesday, 22 April 2025	8am-12pm	Site checks
Tuesday, 22 April 2025	12pm	Vendors must vacate the general campground
Wednesday, 23 April 2025	5pm	Site packed up and cleared

8.5. Site clearing

Vendors must clear their sites completely at the conclusion of the event. This includes all waste, crates, gas cylinders, tanks, and advertising material. Failure to do so will result in forfeiture of security deposit and possible issue of fines.

8.6. Restocking/deliveries during the festival

8.6.1. Receiving

Vendors must:

- Advise the Vendor Management Team of deliveries requiring forklift assistance, or made by large trucks (available during bump in only), at least 48 hours before required. No forklifts are allowed in the entertainment zone during the event.
- Advise delivery drivers of their site number and mobile number.
- Be on site to sign for delivery of any stock shipments.
- Deliveries will not be permitted under any other circumstances.

8.6.2. Delivery times & gates

Delivery times during the festival and gate times will be confirmed closer to the event, and vendors must work within these parameters. The following is a guide only.

All deliveries for vendors should go through Gate 2 on Flemington Road. This may be updated, and any changes will be communicated prior to the event.

Delivery times		
Date	Time	
Friday, 18 April 2025	4am - 7am	
Saturday, 19 April 2025	4am - 7am	
Sunday, 20 April 2025	4am - 7am	
Monday, 21 April 2025	4am - 7am	

8.6.3. Parking and vehicle access

General vehicle rules

No driving on the grass.

A 10 km speed limit applies. Do not drive faster than walking pace. No parking on site out of hours during set up and pack down.

No vehicle access during event hours.

8.6.4. Vendor Car pass

One Vendor Car pass is included with each site fee which allows vendors to park in the general campground or the designated Vendor camping and parking areas. The Vendor Car pass also allows access to Entertainment zone for load in, deliveries during approved hours, and for load out. Only vehicles with an approved Vehicle pass are allowed entry to the Entertainment Zone. All unauthorised vehicles parked in the Entertainment Zone will be removed.

Additional Vendor Car passes can be purchased via the Vendor application for an additional \$20 each

8.6.5. Camping

No camping or parking is permitted anywhere outside designated camping zones.

8.6.5.1. Camping within stall

Vendors may sleep within their allocated stall site free of charge but must notify the Vendor Management Team before the event.

8.6.5.2. Camping within the General Camping Zone

This is covered by the Vendor Staff Pass included with each Vendor site fee. Sites are not allocated. Additional Vendor staff passes may be purchased. Please see item 6.3 for prices.

8.6.5.3. Powered site in general camping

Powered sites are limited in the Vendor camping area. To book a reserved site please email vendors@folkfestival.org.au.

Campsite Type	Fee		
Vendor zone reserved camping fee schedule			
Unpowered	\$60		
Powered	\$90		

9. Physical Site Requirements

9.1. Cool Rooms

Vendors must specify size & power requirements of mobile cool rooms as requested in their application. If hiring a cool room, vendors must arrange delivery before the event commences and notify the Vendor Management Team to confirm details.

9.2. Stall Location

The National Folk Festival management retains the right to place vendors in any location within the event's Entertainment Zone.

The overall festival site plan is subject to change at any time and without notice, and as a result vendor site allocations are subject to change at any time and without notice. The Vendor will not be entitled to any refunds or withdrawal from the contract due to a change of site location.

9.3. Site Boundaries

Vendors must submit a site plan of their stall before being allocated a site.

- Food vans: stall measurements must include tow bars and externally opening doors, and scale diagrams should include serving hatches
- For food marquees: serving area, prep and cool room must all be contained within the chosen stall size. Coolrooms may be co-located in a central location behind fencing.

Boundaries of the vendor's stall site will be marked out on the event grounds.

Vendors must operate within their allocated stall footprint, including all plant and equipment, billboards, and signs. Failure to do so may result in forfeiture of all fees paid.

9.4. Stall Structure

Each stall must have a roof and at least three sides made from plastic or vinyl-type sheeting. The sides must extend from the roof to the ground.

 Food vendors must supply a floor of impervious (solid) material such as sealed boards, groundsheets, rubber matting or similar. This covering will ensure that the surface is easy to clean at the end of the event

We recommend that all stalls cover the floor with any of the above materials.

9.5. Hiring a marquee through the National Folk Festival

Vendors must indicate on their application form if they would like this option and may or may not be provided with the option to hire a marquee, at the discretion of the Festival. See the table on the next page for costs of hire through the National Folk Festival.

Marquee hire	
Marquee type	Fee
Marquee Hire - 3 x 3 - including weights & lights	\$380.00
Marquee Hire - 6 x 3 - including weights & lights	\$760.00
Marquee Hire - 6 x 6 - including weights & lights	\$1,520.00
Marquee Hire - 3 x 3 - including flooring, weights & lights	\$520.00
Marquee Hire - 6 x 3 - including flooring, weights & lights	\$1,000.00
Marquee Hire - 6 x 6 - including flooring, weights & lights	\$2,000.00

9.6. Supplying own marquee

Vendors may only supply their own commercial grade marquee if it meets the National Guidelines for temporary structures: AS/NZS 1170, 1170.1, 1170.2. (No tarpaulins, garden gazebos or pop-up structures are permitted).

Vendors will be required to submit the following documents with their application

- An image of the marquee

and one or more of the following, as necessary

- Manufacturer's documentation specifying that the marquee is rated commercial/heavy duty
- Wind rating certificate
- Engineer certificate
- Manufacturers AS/NZ Safety Standard Document

If the marquee is not approved, the vendor will be required to source an alternative marquee that meets the standards.

If the vendor attempts to install an unapproved structure at the event, they will be required to pay for the hire of an approved structure for an on-site fee determined by The National Folk Festival provided there is one available, or they will be unable to trade and all fees will be forfeited.

9.7. Marquee Weight Hire

All marquees are required to hire weights at \$15 per leg. Weight table below:

All vendors are required to bring ratchet straps to secure marquees safely to hired weights. Successful applicants will need to adhere to on-site safety requirements

Marquee weight hire		
Marquee type	Weights and fee	
Marquee 3m x 3m	4 x weights at \$15, total \$60	
Marquee 6m x 3m	6x weights at \$15, total \$90	
Marquee 9m x 3m	8 x weights at \$15, total \$120	

9.8. Hiring a commercial marquee externally

The vendor must supply the following details to the Vendor Management Team before the event for approval to use their own hired marquee.

- The name of their marquee supplier/ hire company
- Make and model being hired
- If weights are included with the externally hired marquee, we will require proof and specifications of the
 weights to ensure they meet the appropriate standard. We will also require delivery and pick up times.

9.9. Supplying own van or truck as a stall

Vendors must provide specifications on their application form for approval.

9.10. Visual appearance/presentation

- The presentation of stalls on site must be equivalent to the images and description submitted with their application.
- If the vendor makes noticeable changes to the presentation of their stall, they must seek written approval to display these changes at The National Folk Festival.
- Vendors must always maintain a neat and tidy presentation of stalls, both in the front and back of house
- NFF reserves the right to ask stalls to remove displays and signs if they are offensive, hinder the visibility of other stalls or are potentially hazardous to pedestrians or traffic flow.

9.11. Accessibility

The National Folk Festival is working towards an inclusive and accessible event. We expect vendors to work towards this goal with us by considering the following

- Stall layout: Ensure that the stall is accessible to people living with disabilities
- Stall structure: Ensure that the structure of the stall is not prohibitive to people who have a
 disability.
- Signage: Ensure that signage is legible and accessible to people with disabilities.

10. Other Infrastructure

10.1. Financial transactions EFT

All vendors must provide an option for contactless trade, in the form of EFT terminals. Vendors who choose to use cash must be self-reliant as there will be no access to cash on site. The National Folk Festival is not responsible for the security of any cash on site.

10.2. Electricity

10.2.1. Supply

- Each site fee includes 1 x 15 amp outlet
- Any additional 15 amp outlets must be ordered and paid for by the vendor prior to the event.
- Successful Vendors must provide a list of all equipment and amp usage.
- Orders for additional power must be placed in advance, as EXTRA POWER CANNOT BE ORDERED ON SITE.

Additional 15 amp power outlet fee schedule		
Quantity. 15 amp power	Fee	
1	Included in stall site fee	
2	\$75	
3	\$150	
4	\$300	
5	\$500	

10.2.2. Electrical Equipment

- Vendors must provide their own lights, leads and power boards.
- All electrical equipment is to be tested and tagged with validity date post the festival (after April 22, 2025).
- Each stall will be allocated one 15Amp socket in a specific NFF provided Distribution Board identified in the vendor pack.
- Additional 15Amp allocations can be purchased and will also be identified in the vendor pack.
- Vendors will connect to the Distribution Board outlet via their own 25m heavy duty sheathed minimum capacity15Amp cable - tested and tagged.
- Vendors are to identify each of their cables, at the NFF Distribution Board end, with a stall identity tag found in the vendor pack.
- The vendor must plug into the Distribution Board identified for the stall and no other.
- At the stall site, each 15Amp cable must be terminated in a commercial, Residual Current Detector fitted commercial powerboard or, where applicable, directly into cool rooms.
- Vendors can plug domestic 10Amp powerboards into their commercial powerboard, but these domestic powerboards can only to be used for lighting.
- Domestic powerboards cannot be 'cascaded' each domestic powerboard must be individually connected into the commercial powerboard.
- Double adaptors are forbidden.
- All equipment other than lighting and cool rooms must be powered through direct connection to the commercial power board.
- At any time, no more than a total of 3500 Watts of load is to be connected to any single 15Amp circuit/cable.
- Each 3mx3m segment of hired Barlens marquees will be provided with an overhead light powered via circuits separate from the stall allocation.
- Vendors must read and comply with the following guidance notes published by WorkSafe ACT.

Electrical Equipment - Inspect, Test and Tag

10.2.3. Access to Power

- Vendors must attach the provided name tags to their power leads, close to the male end.
 Vendors must only plug power leads into their allocated and labelled outlets
- Any leads found in non-approved outlets will be removed.
- Height restrictions must be observed where leads are flown over vehicle access areas or pedestrian thoroughfares.
- Leads must be adequately supported and not laid on the ground, where required. Assistance will be provided to ensure compliance

10.2.4. Misuse

The Vendor will be billed and/or will forfeit security deposit for any damage caused by electrical misuse or over-consumption. This includes the use of any electrical outlets not ordered in advance.

10.3. Gas

- Vendors must ensure the safe use of gas cylinders and gas appliances.
- Gas cylinders must be stored in the locations indicated on the approved stall layout.
- Fixed/permanent gas appliances and pipework must only be installed by a licensed person.
- Vendors must complete a gas safety checklist prior to the event. A copy of the completed Gas Safety checklist must be kept onsite for the duration of the event and be produced on request by festival staff including the Vendor Management Team and the Safety Officer or for random inspections by WorkSafe ACT.
- Vendors must use, store, and handle dangerous substances as required under the Dangerous Substances Regulation. Vendors must notify the Vendor Management Team of the full quantity of gas cylinders they will have onsite at any one time and mark the storage location on their scaled stall map.
 Dangerous Substances (General) Regulation 2004

10.4. Water

Access to water is limited and vendors must request access to water prior to the event. Vendors
must supply their own hoses and any specialised fittings.

More information will be provided when sites are allocated.

10.5. Waste Management

Members of the Waste and Recycling Team will be available to assist vendors. Additional information will be provided to successful applicants.

10.5.1. Garbage Disposal

- Vendors must separate waste (recycling, garbage, compost) and transport it to bins provided for vendor use only. Vendors may be fined for contamination of waste. i.e., placing recycling in general waste.
- Vendors must not use bins provided for general patrons.

10.5.2. Grey Water

- Sullage tanks will be provided.
- All greywater, including hot water, cold water and ice, must be emptied into the shared sullage tanks. Vendors must bring large, covered containers for transporting greywater to greywater
- Greywater must not be emptied into drains or onto grounds. All spillages must be reported.

10.5.3. Oil

Waste oil must be stored in provided oil drums and will be removed by NFF at the end of the event. Oil must not be emptied into drains, onto ground or into greywater tanks.

11. Environmental Management

11.1. Noise

The Festival is subject to strict noise controls under the ACT's Outdoor Concert Venue Environment Protection Policy (EPP).

Vendors must comply with requests by management to reduce the noise from their stall if it impacts any programmed performances or our noise guidelines.

11.2. Goods Sold

Only products described on the approved application may be sold at the stall.

11.3. Prohibited Items

- See Banned Packaging 11.4 (below) for details on prohibited packaging
- Glass
- Single use plastics
- Portable butane 'lunchbox' cookers
- Live animals, counterfeit goods, or illegal items

11.4. Banned Packaging

- Vendors found to be using or selling banned packaging will have them confiscated, and their full security deposit withheld. Glass containers are not permitted to be sold or distributed at the event.
- Under the Plastic Reduction Act 2021, a declaration has be made to ban the supply of singleuse plastic items at The National Folk Festival, over and above items already banned across Canberra.
- The Plastic Reduction Act 2021 introduced by the ACT Government bans the following items for sale, supply, and distribution in the ACT, including:
 - Plastic shopping bags at or below 35 micrometres have been banned in the ACT since 2011. This includes plastic bags that are marked as recyclable or reusable.
 - o Single-use plastic cutlery (including bioplastic cutlery).
 - Single-use plastic stirrers (including bioplastic stirrers).
 - o Expanded polystyrene takeaway food and beverage containers.
 - o Single-use plastic straws (with exemptions for those who need them).
 - o Single-use plastic fruit and vegetable "barrier bags".
 - Cotton buds with plastic sticks.
 - All oxo-degradable plastic products such as degradable plastic bags and degradable dog waste bags. These have additives that enable the plastic to break down into tiny fragments (microplastics) which do not completely decompose and are harmful to the environment.

Compliance and enforcement of the above legislation is undertaken by ACT Health and Access Canberra. Additionally, the NFF prefers vendors who avoid using the following:

- Plastic-lined single-use coffee cups and lids, single-use plastic dinnerware and boutique or heavyweight plastic bags.
- Heavyweight shopping bags.
- Vendors must read and comply with the following:
- More Information: Single-use plastics City Services (act.gov.au)
- Plastic Reduction ACT 2021

11.5. Cleaning Products

Only biodegradable, ecologically sound detergents and cleaning fluids are permitted for use.

12. Workplace, Health & Safety

12.1. Inductions, Inspections, checklists, forms

12.1.1. Inductions

- Vendors are required to participate in various inductions, as requested. These may include, but are not limited to, the following:
 - Online Safety Induction. (Vendors who will be on site before the event must complete before entering the site).
 - Waste Disposal
 - The National Folk Festival requires all services provided to comply with the ACT Work Health Safety Act 2011.
 - Vendors must complete and comply with the WHS Compliance Checklist, which includes obligations for the use of electrical and gas appliances, fire extinguishers, and hazardous substances contained in the following documents:-

Safety Checklists - WorkSafe ACT

Declared Event Food Business Registration Application

Inspections 12.1.2.

Vendors should be prepared for inspections by any of the following parties, including random inspections. Those who are non-compliant may be issued with non-compliance orders, fines, and risk closure of their stall.

- Food Safety Inspections ACT Health
- National Folk Festival Safety Officer
- WorkSafe ACT
- **EPIC Safety Officer**
- Fire Brigade
- **Qualified Electricians**

Forms 12.1.3.

Vendors are required to fill out additional forms including but not limited to:

- Dangerous and Hazardous Goods Form
- Security deposit return form
- WHS Compliance Checklist

12.2. Inductions, Inspections, checklists, forms

Whilst on site, all Vendors and their staff are required to comply with ACT WHS requirements.

The following Personal Protective Equipment is required:

- Sturdy closed-toe footwear High-visibility vest must be worn at the following times:
 - During set up
 - During pack down

12.3. Code of Conduct

- Vendors and staff must comply with The National Folk Festival's Ticket Terms and Conditions regarding behaviour. All staff and subcontractors must treat National Folk Festival volunteers with due courtesy.
- Vendors or their staff using threatening behaviour, abusive language, under the influence of illegal drugs or under the influence of alcohol while working in a stall, may be removed from the event site, and prevented from trading at the event in the future.
- A vendor who is removed from the site will not be allowed access to pack up their stall until the end of the event and will forfeit their full stall fee

While the ACT no longer has any public health restrictions in place, (e.g. COVID restrictions) The National Folk Festival requires vendors to provide the following:

- Alcohol-based hand sanitiser
- An option for contactless trade in the form of EFT terminals

12.4. Liquor Licensing

The National Folk Festival is a liquor licensed event.

BYO alcohol is not permitted within the Entertainment Zone, including within vendors stalls. The National Folk Festival holds exclusivity for sale of alcoholic beverages, so vendors are not permitted to sell alcoholic beverages.

12.5. Smoking

Smoking in the Entertainment Zone (including in any stall footprint or Back of House) is NOT permitted anywhere. Smoking is only permitted in areas designated by the Festival.

12.6. Alcohol and Drugs

Alcohol is only permitted if purchased from licensed event bars and consumed within the ACT Responsible Service of Alcohol guidelines. No prohibited drugs are permitted

12.7. First Aid

Each stall must have a comprehensive first aid kit on site, with its location clearly marked.

12.8. Fire safety & extinguishers compliance

All vendors must have fire extinguishers & fire blankets in accordance with the equipment used on site.

- All food stalls must have a tagged as tested fire extinguisher and fire blanket.
- Food stalls using deep fryers must have a tagged and tested Dry Chemical Powder extinguisher
- All fire extinguishers and fire blankets must have a current inspection tag.
- Signs must be in place to indicate the location of fire extinguishers and fire blankets. Stall, decorations must be flame retardant.

If vendors have electrical items or fire extinguishers and fire blankets that do not comply with the above regulations, penalties may be issued by

- WorkSafe ACT Non-compliance orders issued, potential fines and closure of stall
- Venue Safety Officers Warnings, removal of non-compliant items
- National Folk Festival Vendor Management Team Loss of security deposit, penalty charges and/or closure of stall

12.9. Dangerous Goods

Vendors must complete a register of dangerous goods form before the festival. This will be distributed upon acceptance of application.

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12.9.1. Storage & handling of dangerous goods

When requested, Vendors must report all dangerous goods/hazardous chemicals (i.e., gas bottles) to the Vendor Management Team. NFF is required to keep a manifest of these quantities, and report these to WorkSafe ACT by way of a Manifest Quantity Notification if they exceed a manifest quantity threshold.

Work Health and Safety Regulation 2011

12.9.2. Portable butane 'lunchbox' cookers

No butane cookers are allowed at The National Folk Festival. The ACCC believes that this type of cooker poses a safety hazard. Testing has found a fault with the cookers' shut-off valves. This creates a risk that the units may overheat and could possibly explode. There have been reports of incidents, including some involving injuries, across Australia.

Safety warning on portable butane 'lunchbox' cookers I Product Safety Australia

12.10. Food safety regulations (food vendors only)

General Food Vendors must ensure they comply with requirements and be aware of all information within the following guides, by visiting and reading the information within;

Food Safety Regulation | Health (act.gov.au)

The National Folk Festival is classed as a Declared Event.

Vendors who ARE currently registered with the Health Protection Service (ACT) must display their current food business registration certificate, (or a copy) in their stall always during the event and supply a copy to the NFF.

- A food business is exempt from registration if the business:
 - Handles or sells food in or from a food transport vehicle (i.e. Food van) that is registered in another state or territory
 - Only sells pre-packed non-potentially hazardous food (e.g. Muesli bars)
- Food vendors who ARE NOT currently registered with the Health Protection Service (ACT) and are not exempt from registering, need to complete a Declared Event Food Business Registration at least 28 days prior to the event.

Selling food at an event - ACT Government

Temperature logs must be kept for all potentially hazardous food prepared prior to, and during, the event. Regular temperature checks during transport, storage and display of food must be done and recorded in the log.

Food safety for food stalls at declared events - ACT Government

Food stalls must have the following facilities, and must be indicated on the site plan:

- Separate sinks for food prep and hand washing.
- Refrigeration (some exceptions for low risk/non-perishable foods).
- A floor of impervious (solid) material such as sealed boards, groundsheets, rubber matting or similar. This covering will ensure that the surface is easy to clean at the end of the event.

13. Insurance & Security

Insurance

Vendors are required to have the following insurance policies, valid for the duration spent on site.

The National Folk Festival must be listed as an interested party. Copies of these policies must be submitted with your application.

Insurance types & requirements				
Insurance Policy	Vendor Requirement	Description		
Public Liability	Required for all Vendors	Value of \$20 million		
Product Liability	Required for Food Vendors	Value of \$10 million		
Property Damage	Recommended for all Vendors	Value of \$10 million		

13.1. Worker's Compensation

The parties agree that the Vendor is not covered by the National Folk Festival's workers' compensation insurance and must maintain their own workers' compensation insurance

13.2. National Folk Festival Limitation of Liability

The National Folk Festival shall not be under any responsibility or liability whatsoever for any loss, damage, theft, fire, water, storms, strikes, riots, or any other cause which may occur to a Vendor, their employees or any of their property or wares during the event.

The National Folk Festival does not accept any liability whatsoever in respect of any loss or damage (including injury, death, loss of profits or reputation, economic loss and consequential loss or other damage) however caused (including The National Folk Festival's negligence) which may be suffered or incurred, or which may arise either directly or indirectly in respect of any occurrence at the event.

13.3. Vendor Limitation of Liability

The Vendor indemnifies the NFF against all claims, demands, charges or the negligent performance or failure to perform any term or condition of this Agreement except where any such claim arises from the breach of contract by or negligence on behalf of the NFF.

13.4. Security

The event has security on site for the safety of all attendees but is not responsible for the security of goods or money. The National Folk Festival management recommends vendors always secure their site and remove valuables and cash floats from their stall site overnight.

13.5. Fair Work

The National Folk Festival recommends that all vendors pay their staff award rates according to guidelines and recommendations provided by the Fair Work Ombudsman. See www.fairwork.gov.au for more information.

14. Marketing & Advertising

14.1. Consent to use of images & branding in marketing

The vendor agrees that the National Folk Festival may use the following, in marketing activities that include, but are not limited to, public sharing via social media, and print publications:

14.2. Advertising

Vendors may be listed under a general listing in the festival program Vendors may also be listed on our website, and promoted via social media

Graphic advertising in the festival program will be available for purchase - details to be provided.