

Stallholder Terms & Conditions

All stallholder applicants must read and agree the below Stallholder Terms & Conditions before submitting their application for Council's consideration. All applicants must agree to the following Terms & Conditions:

- Completing a Stallholder Application Form does not automatically guarantee acceptance to participate in the festival(s).
- Council reserves the right to withdraw a previously approved application at any time, if it believes that the applicant no longer meets these Terms & Conditions, or is found to have provided inaccurate or deceiving information.
- Stallholders applying to Council are required to submit a description, including where practicable a visual representation, of what they intend to display and/or sell at a festival or event.
- Council reserves the right to seek further information concerning material proposed to be displayed or goods or services to be sold from a stall. It also reserves the right to refuse an application if an applicant does not provide the information sought by Council or, in its absolute discretion, it deems the proposed stall activities to be inconsistent with one or more desired festival or event outcomes.
- Successful applicants will be sent an invoice for fees payable. This invoice acts as a stallholder confirmation. All payments are strictly non-refundable, following the initial 7-day cooling off period.
- In the event that the festival is cancelled by Monash Council, any fees paid will be refunded.
 - Stallholder fees must be paid in full 7 days prior to the festival date. Council reserves the right to deny a stallholder access to the festival site if the relevant fees have not been received by Council.
- Successful stallholders may be required to attend an information session or stallholder briefing in the lead up to the event, dates to be confirmed upon confirmation of successful application.
- Festival or event operating times (including set up and pack down hours) are subject to change and are at the discretion of Council. These times will be confirmed on acceptance of successful stallholder applications.
- On the day of the festival or event, should Council deem that a stallholder's material, goods or services are, or their behaviour is, inconsistent with desired outcomes for the Council festival or event, Council representatives may direct the stallholder to leave the festival or event. A stallholder must comply with any such direction.
- The stallholder must maintain the appropriate insurances relevant to their presence at the festival or event, including Public Liability Insurance to a minimum of \$20million.
- All stallholders agree that their image and/or voice as recorded, photographed or filmed during the festival may be broadcast or published by Council in any media.
- No consumption of alcohol is permitted on site.
- No smoking is permitted on site.
- No pets or domestic animals are permitted on site unless agreed upon with the Events Team prior to the event.

- All stallholders must comply with the requirements of any legislation applicable to them, including but not limited to the Occupational Health and Safety Act 2004.
- All stallholders are obliged to keep their stall and surrounds clean and tidy throughout the festival or event.
- All stallholders must eliminate single use plastics for all forms of food/beverage containers.
- Sale or giveaways of balloons of any description, including helium are strictly prohibited at Council festivals or events
- All waste must be disposed of in the appropriate bins. Council may pass on fees should waste be found not disposed of appropriately.
- Stallholders must adhere to all Festival Site Rules and/or event safety guidelines and are expected to follow all instructions given by the Council designated Site Manager, Safety Officer and/or Area Wardens
- Monash Council values all children and young people and is committed to providing a child safe environment. Any staff, volunteer, performer, stallholder that has direct contact with children is required to have a valid working with children check on them should it be requested.

Privacy Collection Statement

Monash City Council (“Council”) collects personal information via this form to process stallholder applications and for related purposes which the individual to whom the information relates may reasonably expect. Council will not release or provide access to personal information to any other person or body, unless (a) it has been authorised to do so by the person to whom the information relates, (b) it is permitted or required to do so by law, or (c) it is appropriate or required in the performance of the functions of Council. If you refuse to supply the requested information, we may not be able to process your application. You may gain access to your personal information by contacting Council’s Privacy Officer via email at legal@monash.vic.gov.au.