



STALLHOLDER & FOOD VENDOR - RULES & REGULATIONS

The Nightjar Rules and Regulations are to be used as a housekeeping tool to ensure all participants, stakeholders and patrons can enjoy the event to its maximum potential. It is not Nightjar's intention to restrict trade or activity at your site, but you must understand with multiple businesses and patrons on site, we need to all work together to ensure everyone's safety and enjoyment of the event. Please read this document and ensure your staff and contractors also read - So they are fully aware of our expectations of you and your business. If you have any questions or do not understand any part of this document, please contact us immediately on:

Stallholders: applications@nightjarfestival.com.au Food Vendors: food@nightjarfestival.com.au

NIGHTJAR DATES Nightjar: Thursday & Friday – January 4,5,11,12. Fees are non-negotiable and Nightjar makes no guarantees as to crowds that will be in attendance or the profits you will make at the events. Nightjar events are all-weather and will continue in rain, hail or shine unless conditions are deemed unsafe. No refunds will be made if you choose not to attend due to personal reasons or inclement weather.

STALLHOLDERS SITE FEES - Stallholder sites will not be provided with power, unless requested. Stallholder power, if requested is to be used for lights or one small electrical item (1 x 10amp lead with less than 200 watts). No personal generators are permitted on site.

FOOD VENDOR SITE FEES – Power costs must be added to site fees. **FOOD VENDOR POWER OPTIONS** - MUST be added to the site fee costs, please provide a list of what electrical equipment you will be using. Failure to provide a full reparation of what you are using could result in you being invoiced for the correct usage.

STALLHOLDER AND FOOD VENDOR OBLIGATIONS: The Stallholder/Vendor shall, and ensure that it's employees, agents and invitees shall:

- Read and understand these Rules and Regulations and acknowledge their legal responsibilities in accordance with Nightjar's requirements.
- Conduct the site and their business in a proper, lawful and efficient manner and maintain the high standards, level of service and presentation required by Nightjar.
- Attend all nights confirmed via acceptance, fully stocked and operational for the full six hours of the events.
- Demonstrate a positive image of Nightjar at all times.
- Promote Nightjar and your involvement via social media using the tile/photo provided by Nightjar after finalisation of paperwork for acceptance (minimum 4 posts).

PROMOTIONAL/MARKETING MATERIAL: By applying to Nightjar, you agree to receive promotional material from Nightjar, it's partners and/or other events organized by the Management/Staff involved with Nightjar.

CONFIRMATION & PAYMENT: Nightjar traditionally receives hundreds of applications and it is for this reason, we go through an extensive selection process to ensure we have the right mix of products, food and drinks to keep patrons excited and entertained. All Stallholders/Food Vendors will be notified by email on/or before September 30 whether they have been successful, or put on a waiting list for the upcoming event/s. If you have been accepted, please ensure you return your signed contract within 5 business days, upload all required paperwork and make payment by the due dates, or your spot may be forfeited, and allocated to a stallholder on the waiting list.

STALLHOLDER SITES: Sites have been measured and allocated prior to each event, with all efforts made to accommodate your position and space requests. However, due to the number of sites and the limited space we have available, we cannot guarantee we will have delivered on all your expectations. If you have booked a 3x3m site, this is the space you will have been allocated – Please do not set up outside your allotted space.

FOOD VENDOR SITES: As per above, sites have been measured and allocated prior to each event. Please ensure you do not set-up outside of your allotted space. When you complete the application form you will be asked to confirm truck/vehicle size, cool rooms etc. for back of house. Please ensure you complete this section as this is the only space Food Vendors will be allocated on the day.

SUBLETTING: Stallholders/Food Vendors shall not be entitled to assign, share or sublet all or part of their site without written approval from Nightjar management, gained prior to events.

APPROVED PRODUCTS &/OR GOODS: A lot of time and energy has gone into the selection process to have a variety of products, food and drink available to patrons. As a result, Stallholders/Food Vendors are ONLY permitted to sell the products &/or goods listed in their approved application. Changes/updates cannot be made without written approval gained prior to events. Any items that are plastic or packaged in plastic are not permitted, including drinks. **SPRUIKING AND SOLICITING TRADE** Stallholders/Food Vendors are only permitted to trade in the area they have been allocated, and are not to conduct any spruiking of their product outside their allocated site or in the common area. Anyone wishing to hand out marketing material must seek written approval prior to events. **RIGHT TO VETO**

Event Management retain the right to enter any site at any time and remove articles, signs, pictures or printed matter which, in our opinion, is either not eligible for display or considered offensive.

INSURANCE All Stallholders/Food Vendors must have current Public Liability Insurance to a minimum value of \$20million in cover. Your certificate of currency needs to be uploaded to the user dashboard for completion of acceptance, and must be valid for the dates you are attending Nightjar.

WAR ON WASTE Nightjar is a Waste Wise event. Plastic is strictly forbidden and all packaging **MUST** be compostable. Composting means that items disintegrated into natural elements within a short time frame, 12 weeks. Biodegradable is not the same as compostable and request documentation from your supplier/s Food Vendors/Stallholders should avoid unnecessary packaging and re-use items where possible and follow these guidelines below: * No plastic straws (bamboo/paper ONLY). * No plastic/single use plastic cups/utensils/serving vessels (paper/cardboard/timber/bamboo ONLY). * No plastic bags or biodegradable bags (must be paper or fabric). * No giveaways or promotional material containing plastics * No drinks to be sold in plastic bottles (options are cans or cartons). * No clothing wrapped in plastic bags - Ask manufacturer for other options other than plastic bags

SITE SHELTER & EQUIPMENT Events are held outdoors, so Stallholders/Food Vendors **MUST** provide their own shelter (marquee/food truck, trailer). Umbrellas are not permitted, and all shelters must be of a strong quality and securely weighted against wind with ropes, pegs &/or weights as per Australian Standards to avoid injury or property damage. Stallholders/Food Vendors are required to be self-sufficient by supplying their own tables, display stands, chairs, equipment, leads, power boards & LED or solar lighting. All items must be secured safely and be out of access to the public. **PLEASE NOTE:** Food Vendors operating from marquees must have flooring for entire marquee area. All items brought onto the site by Stallholders/Food Vendors and/or staff/contractors will be at the sole risk of the Stallholder/Vendor. Nightjar will not be responsible for any loss or damage in any circumstances whatsoever.

POWER & LIGHTING EQUIPMENT All equipment (powered appliances, leads, power boards & lighting) **MUST** be tested and tagged within current expiry date. Leads will be inspected on the day by Nightjar staff and/or Safety Officer. Lighting must be LED and a maximum of 150 watts. Strobes or flashing lights are not be used. **PLEASE NOTE:** Unauthorised use of electricity and/or faulty, inadequate fittings will result in disconnection of power, and possible eviction from site. Personal generators are not permitted.

ONLINE INDUCTION All Stallholders/Food Vendors and their staff on site must complete an online induction via the user dashboard. The site induction is mandatory and it is recommended you induct yourselves and staff as soon as possible. It is the Stallholders/Food Vendors responsibility to ensure all staff are inducted prior to arrival on site.

STALLHOLDER AND FOOD VENDOR STAFFING Staffing is limited to: Stallholders – 3m x 3m site (Max of 2 people), 6m x 3m site (Max of 4 people) Food Vendors – 3m x 3m to 4.5m x 3m (Max of 4 people), 6m x 3m and above (Max of 8 people) All Stallholders/Vendors **MUST** provide a complete list of staff names prior to events. Staff

onsite prior to 3.30pm and after 10.30pm MUST also wear a high visibility vest. Staff not listed or not wearing a high-vis vest will be refused entry.

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PUBLIC HEALTH Stallholders/Food Vendors MUST maintain a high standard of hygiene and cleanliness in and around sites at all times. All Food Vendors/Stallholders selling food MUST be registered with Streatrader to sell food &/or drinks at Nightjar, over the dates requested/confirmed. Please upload to dashboard or email your Statement of Trade to food@nightjarfestival.com.au no later than November 15.

CONDITIONS OF SITE All Nightjar events are staged on public land, so please be aware of the natural environment, and any damage you may inadvertently cause. The Stallholder/Food Vendor is solely liable for any loss &/or damage to the site caused by them and/or persons associated with the Stallholder/Vendor. The Stallholder/Vendor MUST notify Nightjar immediately of any loss or damage to the site or Nightjar’s property/equipment. Any damage charges determined by the Great Ocean Road Coastal Committee (Torquay site) will be invoiced to the Stallholder/Vendor for payment within 14 days.

TRADING HOURS

Dates	Bump IN	Event Times	Bump Out
Thursday 4	12noon to 3pm	4pm-10pm	10.30pm to 11.30pm
Friday 5	12noon to 3pm	4pm-10pm	10.30pm to 11.30pm
Thursday 11	12noon to 3pm	4pm-10pm	10.30pm to 11.30pm
Friday 12	12noon to 3pm	4pm-10pm	10.30pm to 11.30pm

BUMP-IN & OUT TIMES Bump-in & out are restricted to the times above. You will receive specific bump-in times when you are allocated your vehicle access pass. If you need earlier

access, please notify us immediately, so we can organize. For safety reasons, vehicle movement on site is strictly prohibited between 3pm and 10.30pm. Stallholders/Vendors must not pack up prior to the conclusion of the events. Those who pack down stalls or remove equipment prior to the conclusion of each event, could lead to refusal of entry and forfeiture of fees paid for any future event/s.

BUMP-IN & OUT OH&S Under Victorian State OH&S Legislation, the Nightjar site is considered a construction zone during the bump-in and out phases (times above). For this reason, all Stallholders/Vendors **MUST**: • Have completed the online induction – this induction must be completed by all staff on site. • Wear protective gear, including high visibility vests and closed-toe shoes when on site. • Not bring pets or children to site during the bump-in and out phases. • Display the vehicle access pass on dashboard at all times. • Drive all vehicles at walking pace and have hazard lights activated when moving. **SITE**

ALLOCATIONS/ACCESS PASS Each Stallholder/Food Vendor will be issued with a vehicle access pass on completion of the online induction, which also includes your site number. Location of individual sites can be made on the site maps which are also uploaded to the user dashboard. Site allocations are final and cannot be changed.

VEHICLE ACCESS Vehicles with a relevant vehicle access pass will be permitted entry to the site for the purpose of loading and unloading at the specified bump-in & out times - individual times listed on vehicle passes. **THERE WILL BE NO VEHICLE ACCESS TO THE SITE AFTER 3PM AND BEFORE 10.30PM ON EVENT DAYS.** If you are running late, you are required to park outside and hand deliver your products to your site. All Stallholders/Vendors bumping in are strictly limited to one vehicle per site. Any vehicle wishing to access Torquay/Geelong site, must display the Nightjar vehicle access pass on their dashboard.

VEHICLE MOVEMENT ON SITE A speed limited of 5kmh applies at all times on site, and hazard lights must be activated. All vehicles **MUST** be removed from the venue by 3pm. At the end of trading, you are required to pack down your site before bringing your vehicle into the venue after 10.30pm, and only when directed by Nightjar staff. **NO** vehicles will be permitted in the venue until site is cleared of patrons. **PARKING** Stallholder/Vendor parking at both venues is limited. Food vendors may be permitted to park one vehicle or cool room/trailer behind their stall (if space available). Please ensure you complete this section on the application form, as this is the only space Food Vendors will be allocated. **TORQUAY** – Parking is available in Spring Creek Reserve and surrounding streets.

FOOD VENDOR REFUSE Stallholders/Food Vendors are **REQUIRED** to minimise waste and work with Nightjar to achieve its environment and sustainability targets. We ask all Stallholders/Food Vendors to use compostable items and packaging and ban the sale of any plastic items and packaging. Waste infrastructure will be available for Stallholders/Food Vendors to dispose of all composting, landfill and recycling waste. Stallholders/Vendors **MUST** place their waste in the appropriate bin stations before vacating their site – do not leave at your site. All sullage, oil or any other matter **MUST** be removed from the site by the Vendor and disposed of appropriately at the end of the event, at the Vendor's cost. Anyone trying to dispose into open drains around the venues will be escorted from the site

immediately and could lead to refusal of entry and forfeiture of fees paid for any future event/s.

GAS APPLIANCES Food Vendors using gas appliances **MUST** be familiar with Energy Safe Victoria's (ESV) 'Code of Practice for Safe Use of LP Gas at Public Events'. Vendors using naked flame **MUST** also apply for a CFA Section 40 Permit to allow you to trade on a day of **TOTAL FIRE BAN**. Please forward a copy of your **SECTION 40** permit to food@nightjarfestival.com.au no later than November 15.

FIRE SAFETY Food Vendors with any type of open flame or combustible material must have Fire Extinguishers **AND** Fire Blankets positioned in a manner that will allow easy access in the event of a fire. You must also ensure that staff are adequately trained in the use of this equipment. Nightjar's Safety Officer will be checking compliance throughout the whole event period. **SMOKING:** Smoking is not permitted anywhere within the venues. Smokers will be asked to vacate the premises.

ANIMALS Stallholder/Food Vendors are **NOT** permitted to bring pets into Nightjar during Bump In/Out timeframes, (before 4pm and after 10pm), as per Victorian State OH&S Legislation - the site is declared a construction zone. Dogs can only enter the site during the event operating times, 4pm to 10pm and must be on a suitable strong lead at all times. **FIRST AID & SECURITY** First Aid will be on site and present during Nightjar operating times, located in a central location. Security will be on site and present during Nightjar operating periods, managing entry gates and bar entrances, along with common areas. All effort is made to secure the event sites, but no responsibility will be taken for loss or damage to any person or goods whether or not that loss, damage or injury arises from the negligence of staff or contractors employed by Nightjar.

NOISE Nightjar provides musical entertainment for patrons. Stallholders/Food Vendors wishing to play music or musical instruments must seek written approval prior to events. **SOCIAL MEDIA** Nightjar's social media accounts have over 15,000 followers, with a reach exceeding 50,000 during the festival season. If you want to be included on our website and promoted on social media, you need to complete this question and/or supply a prize when completing the application form.

FAILURE TO ATTEND There is nothing as unattractive as empty sites at an event so, if due to unforeseen circumstances, Stallholder/Food Vendor is unable to attend on the confirmed booking date/s, please notify Nightjar as soon as possible. **NO** refunds will be issued and all site fees paid will be forfeited. Cancellation notifications should be emailed to applications@nightjarfestival.com.au.

LOST PROPERTY If any Stallholders/Food Vendors or their staff lose an item, please speak to Nightjar staff. Alternatively, if a lost item is found, please give to a Nightjar staff member, so it can be taken to lost property located in Event Control. Lost items, uncollected on the night are taken back to the Nightjar office and any items not claimed within 14 days, will be donated to charity.

FESTIVAL CANCELLATION Is weather dependent. As a result, if any event is cancelled (due to emergency &/or extreme weather), Nightjar Management will notify all

Stallholders/Food Vendors by text as soon as possible. NO refunds will be issued, and Nightjar will not be liable for any compensation relating to any actual or perceived loss as a result of event cancellation.

EMERGENCY In the event of an emergency, all Stallholders/Food Vendors and their staff must follow the direction of event wardens, security and emergency service personnel. Emergency vehicle access will be maintained at all times for emergency vehicles – ambulance, police etc. Please do not attempt to move or bring your vehicle to site in the event of an emergency.

INCIDENT REPORTING Nightjar require that Stallholders/Food Vendors will, at all times work in a safe manner, use safe equipment, and not put themselves or others at risk. Any incidents, property damage, near misses **MUST** be reported as soon as possible to Nightjar staff for recording and investigation by event management.

INDEMNITY The Stallholder/Food Vendor hereby indemnifies and keeps indemnified Nightjar, its employees and agents against any liability, action, claim, demand, costs, charges or expenses, arising as a result of any act, omission, negligence or thing done or omitted to be done by the Stallholder/Food Vendor or any servant, representative, agent, invitee or licensee of the Stallholder/Food Vendor or any other person or persons under their direction and/or any member of the public. Nightjar is not responsible for any loss caused by failure of electricity and other essential services, or for loss or damage arising directly or indirectly through war, acts of God, acts of terrorism, strikes, lock-outs, riots, disturbances or commotions or other causes beyond the control of Nightjar within or outside the venue areas.

COMPLAINTS/ISSUES If you have any issues, please notify a Nightjar staff member as soon as possible. All Nightjar staff on radio have direct access to Event Control, who are on site to manage any issues and ensure the event runs smoothly. Alternatively, complaints after the event can be forwarded to Nightjar management via the enquiry form on our website.