# APPLE & GRAPE HARVEST FESTIVAL

# STREET STALL APPLICATION

# 2026 STALLHOLDER TERMS & CONDITIONS

**PLEASE ENSURE YOU HAVE READ AND UNDERSTOOD THIS DOCUMENT AND THE STALLHOLDER INFORMATION DOCUMENT BEFORE APPLYING.**

By applying and making a booking to have a Street Stall at the Apple & Grape Harvest Festival (A&G) the stallholder acknowledges that they have read, understood and agree to comply with the A&G Stallholder Terms and Conditions Document and the A&G Stallholder Information Document.

**A&G HF CONTACT DETAILS**

| | |
|---|---|
| Name: | Russell Wantling |
| Position: | President |
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**APPLICATION & AGREEMENT**

All Stall Applications **MUST** be made through our website.

Stallholders are required to submit a complete list of all products they wish to sell at the A&G.

**If accepted, a stallholder will be advised by the A&G and you will receive a link to pay your Site Fees via email which MUST be paid by the due date.**

Stallholders who breach any of the Terms and Conditions can be removed from the Market. A&G reserves the right to rescind any invitation, refuse entry, remove attendance or discontinue trade at the A&G with our discretion.

Stallholders must ensure that any **individual working, assisting or associated** with their stall is aware of and abide by the Terms and Conditions and the Stallholder Handbook. Any non-compliance by any of these individuals is the **responsibility of the stallholder**.

**PERMITS AND LICENCES**

**It is the stallholders' responsibility to comply with any relevant local, state and federal Laws pertaining to their products, services & trade.**

Any goods or services requiring local, state or federal permits/approvals are to be provided to A&G before trading.

Stallholders are responsible to inform & supply evidence to A&G of renewals.

Stallholders must ensure that their appropriate documentation is current and available for viewing onsite at all times.

A&G will not take any responsibility for stallholders that are not working within the specific conditions of their licence.

**INSURANCE**

A stallholder must have current Product & Public Liability Insurance in the amount of **$20,000,000.**

The stallholder must provide A&G a copy of the Certificate or Currency before trading, including policy renewals.

The policy must be in the same name/s or business name as on the licence.

If a stallholder's policy is cancelled, A&G must be notified immediately.

A&G is not responsible for any loss or damage incurred by market stallholders.

**STALL SITE PRECINCTS**

Stall Sites are allocated in 3 specific areas of the Festival. These are:

**Marsh Street** (Inside the Weeroona Park ticketed precinct), **Victoria Street** and **High/Maryland Streets.**

**Sites in Marsh Street** are situated inside the Weeroona Park secure area and will only be sold as a 3-day package. Stallholders will be expected to Bump-In Friday, once road closures are in place, and be ready to trade by 5pm when the gates open to the public. All Vendor vehicles (not part of your stall) MUST be clear of Marsh Street by 4.00pm Friday. Access to Marsh Street will only be available via the Connor Street end. The Lock Street end of Marsh Street will be closed Friday to allow the setting up of the Main Entrance precinct to Weeroona Park. Vendors are encouraged to arrive early to avoid congestion.

**Sites in Victoria Street** will generally be sold as a 2-day package only. Stallholders will be expected to set up early Saturday morning (as road closures are put in place) and be ready to trade by 9am Saturday and Sunday. All Vendor vehicles (not part of your stall MUST be clear of Victoria Street by 8.00am each day. Victoria Street is **NOT** within a secure area. As such A&G accept no responsibility

for the security of stalls on Saturday night. Consideration may be given to single day site sales subject to space availability. Approval and allocation of single day sites in Victoria Street is at the discretion of the A&G Stalls Director.

**Sites in High/Maryland Streets** are available for Saturday only. Stallholders will be expected to set up early Saturday morning (as road closures are put in place) and be ready to trade by 9.00am.

Stallholders should be aware that there is **NO parking for vehicles at your site**. All stallholder vehicles **MUST** be removed to off-site parking by 8.00am each day. If your vehicle is part of your stall e.g. ice cream van, this must be indicated on your application form.

Stallholders should be aware that **NO** part of the public footpath may be utilised as part of your stall.

**FEES**

Fees must be **paid in full by the Due Date** or trade will not be granted. **DO NOT pay your Fees at the time of your application.** You will be sent an email containing payment instructions if your application is approved.

All payments are to be made as advised in the payment email.

Discounted rates are provided to those stallholders who pay Fees before COB 30 Nov 2025 (Early Bird Discount). Current Fee Structures for stalls in all precincts are detailed in the A&G Stallholder Information Document.

Noting that ALL stalls are situated on the street, clear of the sidewalks, we are limited to a Maximum depth of 4m.

A limited number of "corner sites" are available. Requests for a "corner site" (i.e. trading from 2 adjacent sides) must be identified in your application. Corner sites will, where possible, be situated on the end of a line of stalls. However, if no ends are available stallholders will be charged for a larger site noting you will essentially be requesting additional "frontage" for your stall.

All vendors who require space for their cool room must advise the A&G. This will require extra space to be allocated and will incur additional costs.

**CANCELLATIONS AND REFUNDS**

As a general rule once a stallholder is approved to attend the Festival you are obliged to attend on the day/s approved.

Stallholder cancellations made prior to 01 February prior to the Festival will receive a full refund less a 10% Booking Fee.

Refund of Fees for stallholder cancellations made between 01 February and the start of the Festival will be at the discretion of the A&G. A minimum 50% will charged on all stallholder cancellations from that point.

The A&G will not refund costs to stallholders for goods purchased for sale at the Festival. These costs are a stallholder responsibility.

**MARKET CANCELLATION & INCLEMENT WEATHER**

**A&G trades in all weather conditions. By applying for a site at the A&G you acknowledge that we operate rain or shine unless it is deemed unsafe to proceed.**

A market may be cancelled at any time by A&G Management where it is deemed unsafe to trade.

The A&G market may operate in varying weather conditions. Stallholders must be prepared to trade in outdoor weather conditions including strong winds.

It is the responsibility of the stallholder to have a wet weather contingency plan and to bring the necessary equipment and covers to protect their products and equipment in adverse weather conditions. A&G will not be held responsible for any loss, damage or injury resulting from adverse weather conditions or any decisions in relation to the continuation of trade during adverse weather conditions.

A&G reserves the right, in its absolute discretion, to cancel the Market. If the Market is cancelled when trading is less than 1.5 hours, a refund (less 10% booking Fee) will apply to those stallholders trading on the day. This refund does not apply to stallholders that have already cancelled their booking prior to the event or who do not show up for the Market.

**TRADING HOURS**

Trading hours for stallholders in ALL precincts are detailed in the A&G Stallholder Information Document.

Stallholders should be aware that road closures will be in place for all 3 designated trading areas for the days they are trading. Whilst stallholders in High/Maryland Streets are expected to trade through until 10.00pm they may wish to close early if pedestrian traffic does not make trading viable. Road closures for High/Maryland Streets on Saturday night will be progressively removed after the fireworks (approx. 9.00pm) commencing from the Folkstone Street end. Stallholder vehicles will **NOT** have access to High/Maryland Street to pack up and remove their stalls until it is deemed safe to do so by the A&G Management after consultation with police on site.

**RUBBISH, DAMAGE & SPILLS**

Rubbish is each stallholder's responsibility.

Stallholders are **NOT** to use Council bins at any time regarding market trading waste or rubbish. A&G will provide large bins at various points along all streets. All rubbish generated by stallholders must be removed or placed in the designated A&G bins at the end of trade for off-site disposal. Leaving rubbish at the site will incur a cleaning fee of $50 minimum. Higher fees will apply if

significant cleaning/rubbish removal is required.

Any damage found to equipment, landscaping, lighting, lessor's (property owners) and/or market owner's property will be charged to the individual responsible.

All stallholders will be subjected to an additional on forwarded cost if a contractor or third party cleaner needs to be arranged due to any waste or spills left on site.

If stallholders cause any damage to the Southern Downs precinct grounds in any way, an additional charge will be forwarded to the stallholder.

**BUMP-IN & BUMP-OUT**

Access to sites for Bump-In for each precinct is detailed in the A&G Stallholder Information Document. Stallholders with large/long vehicles (i.e. trailer vans) are encouraged to arrive early noting they will require greater room to manoeuvre into their allocated site.

Stallholder vehicle access to site for Bump-Out will be subject to remaining road closures and the level of pedestrian foot traffic at the time. Public safety is paramount at all times.

**NO** stallholder vehicles are allowed to remain on site. All stallholder vehicles **MUST** be removed to streets outside the road closures by 4.00pm Friday and 8.00am Saturday and Sunday.

Stallholders must comply with all traffic rules and regulations.

Disabled parking bays and designated loading bays are not to be utilised by stallholders at any time during vehicle unloading/loading, and during the trading hours of the Market. This includes commercial loading zones.

Stallholders must have all their equipment packed and ready for loading before bringing their vehicle to the Bump-out zone. Access for stallholder vehicles will be subject to lifting road closures. Road closures will be lifted progressively after the completion of fireworks Saturday night subject to the number of pedestrians still in Maryland Street.

**STALL ASSIGNMENTS**

The standard dimension of a stall in Victoria Street and High/Maryland Streets is 3m (wide) x 4m (deep). **Stalls in Marsh Street have a maximum depth of 3m.** Longer sites in all precincts are available on request at additional Fees.

Stallholders may not occupy any other area in the Market unless it has been previously approved and paid for.

The Stallholder acknowledges that A&G consent to the stallholder to occupy a stall site does not convey any ongoing right to any particular location for a stall site.

Stallholders shall not interfere with public access or egress to or from the Market.

Trading activity must be confined within the boundaries of the stall site. No items shall protrude into the footpaths or public areas, including signage, trollies and storage tubs. This is particularly relevant during the Grand Parade.

All signage used in the stall must be clear, visible, in English and professionally presented (ie: not handwritten on cardboard). Additional languages may be utilised when deemed appropriate and authorised by A&G.

Stallholders who sell or sample product that produces trash must have a trash receptacle accessible to customers.

In the State of Queensland from 01 July 2018, retailers are no longer able to supply single-use lightweight plastic shopping bags less than 35 microns in thickness to customers, for free or at a charge. This includes compostable, degradable and biodegradable bags as they breakdown in the environment in the same way as conventional plastic shopping bags and can harm the environment and wildlife.

Approval for attendance at A&G is not transferable. Stallholders may not sublet or loan a stall to others.

If a stallholder's business is on-sold, a new application must be submitted. A&G does not guarantee acceptance or stall position.

**EQUIPMENT**

A&G does not supply any equipment.

Stallholders are required to bring or hire all necessary equipment including marquees, weights, tables, chairs, ladders, power leads and any other additional equipment to trade on the day.

A&G requires a minimum of **30kg** steel interlocking weights on **EVERY** leg of **EVERY** marquee. Plastic weights and sandbags **may be used**.

Stallholders are responsible for ensuring that stall set-up, equipment, back-stock and all products do not pose safety hazards to anyone on premises. This includes the general public, other stallholders, market staff etc.

Please note regular, random spot checks (Audits) will be carried out to ensure compliance with these requirements.

Stalls and all associated equipment and stock must be kept in a **clean, tidy, attractive and functional state.**

Public access ways must always be kept clear, and Stallholders must cooperate with Market staff to ensure the required corridor is maintained along the pedestrian walkway.

A&G takes no responsibility for personal injury to a Stallholder, its staff, or representatives for incorrect manual handling procedures.

It is the stallholders' legal responsibility to provide and maintain safe plant and structures, considering the operating environment.

**POWER, GENERATORS & GAS**

Stallholders must provide all electrical equipment needed to operate their stall. This equipment MUST comply with all relevant laws and standards.

All cords, electrical equipment, power leads and power boards **must** be **tested and tagged** by registered electrician.

All leads running outside the stall must be taped down if within any pedestrian access area and an approved by A&G management prior to trading.

All stalls requesting power from A&G will be located within 30m of power distribution box.

Double adaptors and piggyback plugs are not allowed. Stallholders must use power boards fitted with a safety switch.

Frayed or damaged electrical equipment is not to be used and will be removed during stall inspections.

**Generators** are not recommended and **require approval** by A&G prior to the Festival. Approved stalls must only operate equipment with an operating noise level below 60dB.

Generators **MUST** be contained within your site and are not to be located on the footpath or general public areas.

Generators must have an RCD switch.

Generators will **not** be approved for lighting.

**Petrol containers are not permitted at A&G**. All generators (if approved) must be fully fuelled before arriving on site so that no petrol is required to be on site during market operations.

All gas appliances must be tested and tagged prior to trading.

Gas cylinders must not be used it out of date.

All gas cylinders are to be restrained and protected to prevent tampering and accidental dislodgement. They must be stored securely to prevent them from toppling over.

**PRODUCTS AND PRODUCT RATIOS**

Stallholders are required to submit a complete list of all products they wish to sell at the Festival at the time of application.

A stallholder **must only sell products that have been approved** by A&G. No exceptions.

No stallholder has exclusive rights to any product, product line, service or entertainment offering.

We are considerate of product ratios. It is at A&G discretion as to how many stalls can sell the same or similar products.

Where possible stalls selling similar products will be separated as much as possible.

It is the responsibility of stallholders to obtain all relevant permits and comply with all relevant laws and standards required to sell their goods and services.

Product Overlap – Stallholders whose products or practices place them in more than one category are subject to all requirements for all relevant products categories.

Introduction second hand items, illegal, counterfeit, hazardous, indecent or obscene products, including wording, symbols or pictures are prohibited.

Food vendors must always prepare and trade food products in accordance with Market, State and Local Laws. Please ensure you have submitted a copy of your current, applicable permits to A&G prior to the Festival as well as having them available during trading hours for viewing or inspections.

The following specific information must be included on packaged, processed foods:

> Product name, net weight, ingredients in descending order by weight, name and address of the producer or distributor plus any additional requirements set by government legislation.

It is prohibited to engage in any misleading or deceptive conduct regarding claims made about a product or in sales techniques. This includes accurate weights & measures.

Stallholders must have a Refund Policy on display at all times during Trading hours. It is recommended that Stallholders comply with Queensland law with respect to Refund Policy signage. Please refer to the Office of Fair Trading website for details.

**STALLHOLDER CODE OF CONDUCT**

A&G takes pride in being a friendly environment. All stallholders are requested to uphold those expectations. A&G has a zero tolerance to inappropriate, rude, or intimidating behaviour in the form of spoken, physical or deemed similar actions. A&G reserves the right to evict and stallholder from the Festival for any reason, before, during or after the Festival.

Stallholders and any individual working, assisting or associated with a stall must always respond respectfully, co-operatively and in a timely manner to any request or direction given by Management.

Stallholders shall be courteous and conscious of those around you. Stallholders shall observe all safety procedures, and follow all directions upon arrival, during and following the Festival.

Stallholders shall uphold the highest customer service standards at all times.

Stallholders shall behave in a professional manner and always be of neat and tidy appearance. Appropriate attire is always required, including covered footwear.

Stallholders shall not tout (without permission) or aggressively solicit sales.

Stallholders shall not engage in any misleading or deceptive sales techniques.

Stallholders shall not use inappropriate or offensive language.

Stallholders shall **not smoke or vape within the markets area**.

Stallholders shall not occupy or operate a Stall under the influence of alcohol or illegal drugs.

Stallholders shall not show or use inappropriate materials or products.

Stallholders shall not conduct themselves in a violent, abusive, or offensive manner or use violent, abusive or offensive behaviour; or harass A&G staff, other Stallholders or the public. Behaviour that interferes or may interfere with the environment and safety of other persons or damages any property where the markets are held is strictly prohibited. A&G reserves the right to liaise with the relevant authorities to have a person removed. Please notify our team members of any incident or concern with regard to yours or another's safety or conduct immediately.

**HANDS OFF POLICY**

All staff and stallholders are committed to a 'hands off' policy in all circumstances, including:

Managing unruly and anti-social behaviours

Theft identification

Retaliation to verbal or physical provocation

Reactions to threats or abuse

Managing workplace, interpersonal and visitor relationships

If anyone's personal safety is at immediate risk, all staff and stallholders have an obligation to call the police. In an emergency, dial '000'. Please contact our team member for the local Police phone number.

In the case of theft, non-violent anti-social or nuisance behaviours, or any other non-urgent matter, call the A&G onsite phone number which is included on the Festivals' website and the staff will follow internal procedures to assist. This might include contacting local police, available security or other suitable actions available, dependant on the situation.

If anyone's personal safety is in immediate danger for any reason, including violence or by accident, dial '000' before reporting to A&G staff.

If stallholder's witness any matters that should involve the police, they are obliged to report their account to Festival staff and/or police, dependent on the severity of the incident witnessed.

**PROMOTION, FESTIVAL IMAGE & SOCIAL MEDIA**

A&G may engage the services of professional photographers to gain imagery for purposes of promoting and marketing the A&G. Ad hoc images may also be taken and used for the purposes of promotion on social media by A&G staff.

By agreeing to these Terms and Conditions your consent for the use of imagery including your stall and products I implied unless otherwise stated in writing to, and acknowledged by, A&G.

Stallholders shall not comment adversely on, or with respect to, the Festival or Stanthorpe traders or businesses, and other Festival stallholders, on the Internet, social media, news media or on a public occasion.

Stallholders shall do all things reasonably necessary to promote the best interests, image and welfare of the Festival.

**INDEMNITY**

You are liable for and indemnify us and our directors and officers from and against any claim or action (whether in contract, tort, statute or otherwise, including for negligence, liability, loss, damage, costs, (including but not limited to legal costs on a full indemnity basis), charges and expenses arising from or in connection with your occupancy of the Stall, including, without limitation, loss or damage to property, or personal injury or death of any person.

This indemnity is independent from your obligations under these Terms and Conditions and will continue while you are a Stallholder and after you have ceased to be a Stallholder. We may enforce this indemnity before incurring expense.

**EXCLUSION OF LIABILITY**

To the maximum extent permitted by law, we exclude and are released from any liability to you and your employees, agents, contractors and invitees, whether in contract, tort, statute or any other way, for the personal or financial injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by you, your employees, agents, contractors, invitees and/or any other person, or for any costs, charges or expenses incurred by you, arising from or in connection with your occupancy of the Stall, unless caused by (and only to the extent of) our wilful misconduct or breach of a statutory duty or warranty. This indemnity is independent from your other obligations under these Terms and Conditions and will continue while you are a Stallholder and after you have ceased to be a Stallholder. We may enforce this indemnity before incurring expense.

By submitting and application for a Stall at A&G the Stallholder acknowledges that they have read and understood and agree to comply with this exclusion of liability and indemnity.

In this document, “we”, “us” and “our” means Stanthorpe Festival Incorporated. “You” means the stallholder and any of your employees, agents, contractors and invitees.