

2025 - RETAIL STALLHOLDER TERMS & CONDITIONS

As at 13/09/2024

While this document is correct at the time of publishing, changes may arise that are beyond our control that may affect the running of the event. Update notices may be issued to stallholders at our discretion via email and take precedence over this document.

KEY DATES:

Sunday 3 November 2025	Online stallholder applications CLOSE.
Friday 15 November 2025	Applicants advised their stall application outcome.
Friday 13 December 2025	Stallholder contracts and invoice for site fee sent.
Monday 10 January 2025	Payment of site deposit, countersigned contract, and Public Liability Certificate of Currency due.
Tuesday 4 March 2025 and, Wednesday 5 March 2025	Stallholder site access (WITH vehicles) to deliver hired infrastructure, set up their stalls, and load-in stock (see Vehicle Access section for further details).
Thursday 6 March 8am - 5pm, and Friday 7 March 2025 8am - 12pm	Stallholder site access (STRICTLY NO vehicles) to set up their stalls, load-in stock and undertake safety inductions.
Monday 10 March overnight (approx. from 12am), Tuesday 11 March 2025 8am - 12pm, or 1pm - 5pm	Stallholders must remove all goods and equipment from site. <u>Depending on your stall location, a Monday overnight bump out may be required.</u>

Due to significant changes to the site layout, bump in and bump out will occur across a number of days. We will communicate the specific details closer to the date upon acceptance.

7-10 MARCH 2025 • BOTANIC PARK / TAINMUNTILLA

Produced by WOMADelaide Foundation Ltd / ABN 55 106 584 230 / ACN 106 584 230 / Managed by Arts Projects Australia & Womad Ltd. 12 King William Road, Unley SA 5061 P +61 8 8271 1488 E info@womadelaide.com.au W womadelaide.com.au

The WOMADelaide Foundation is a non-profit body established to present the annual WOMADelaide Festival and is registered on the Commonwealth Government's Register of Cultural Organisations

TRADING TIMES:

Below are the minimum required trading hours, however stalls are encouraged to operate up to the conclusion of the program each night (approx. 12am). Stallholders will be notified of any event changes that are to occur during this time.

Day	Open	Close
Friday 7 March 2025	4pm	10:30pm
Saturday 8 March 2025	11am	10:30pm
Sunday 9 March 2025	11am	10:30pm
Monday 10 March 2025	11am	10:30pm

Stallholders must have ceased trading, turned off external signage lighting and closed serving counters and stall frontages strictly within 15mins of the conclusion of performances on Stage 1 and Stage 2.

APPLICATION FEE:

- An application fee of \$50 is required as part of the online stall application lodgement process.
- This \$50 application fee is to be paid with a credit card using WOMADelaide's secure Stripe payment portal.
- Stallholders will be emailed within 3 business days of submitting their application with instructions for payment of their \$50 application fee through the Stripe payment portal.
- A tax receipt will be emailed upon successful payment of the application fee.
- Applications without this payment will not be considered.
- The application fee is non-refundable if your stall application is unsuccessful.

STANDARD SITES FOR RETAIL STALLS:

Standard retail site fees - non-refundable site fee of \$1,000 plus GST to be paid to secure your site, plus 12.5% of takings to be deducted from settlement totals* please see cashless section for more details

Site size - 3m frontage x 3m deep marquee

- WOMADelaide will provide Retail stallholders with the following:
 - 1 x 3m wide x 3m deep marquee (timber flooring for the marquee will be available for an additional charge)
 - 1 x Cashless POS system for event use (see Cashless section for more details)
 - 2 x timber trestle tables (2400mm long x 740mm wide x 700mm high)
 - 2 x chairs
 - 1 x fluoro light
 - 700 watt power allocation
 - 12 x single day stallholder wristbands (3 x each day), for staff only

- 1 x **Stallholder Parking Pass** (see Vehicle Access section for more details)
- **Bump-in Bump-out** vehicle passes (see Vehicle Access section for more details)
- **Up to 2** additional single day stallholder wristbands may be purchased for additional staff at a discounted rate of \$100 plus GST.
- Stallholders will also be able to utilise up to 6m² of uncovered external space in the immediate vicinity of their stall provided that it does not affect walkways or impact the surrounding stalls (i.e. 1m to the front of your stall, 1m to the rear of your stall).
- Please note: the WoMarkets area has limited spaces for BYO back of house marquees. This is subject to availability and there are guarantees this can be accommodated.

INTERMEDIATE SITES FOR RETAIL STALLS:

Intermediate retail site fees - non-refundable site fee of \$1,250 plus GST to be paid to secure your site, plus 12.5% of takings to be deducted from settlement totals *please see cashless section for more details

Site size - 3m frontage x 6m deep marquee

- WOMADelaide will provide Retail stallholders with the following:
 - 1 x 3m wide x 6m deep marquee (timber flooring for the marquee will be available for an additional charge)
 - 1 x Cashless POS system for event use (see Cashless section for more details)
 - 2 x timber trestle tables (2400mm long x 740mm wide x 700mm high)
 - 2 x chairs
 - 1 x fluoro light
 - 700 watt power allocation
 - 12 x single day stallholder wristbands (3 x each day), for staff only
 - 1 x **Stallholder Parking Pass** (see Vehicle Access section for more details)
 - **Bump-in Bump-out** vehicle passes (see Vehicle Access section for more details)
- **Up to 2** additional single day stallholder wristbands may be purchased for additional staff at a discounted rate of \$100 plus GST.
- Stallholders will also be able to utilise up to 6m² of uncovered external space in the immediate vicinity of their stall provided that it does not affect walkways or impact the surrounding stalls (i.e. 1m to the front of your stall, 1m to the rear of your stall).
- Please note: the WoMarkets area has limited spaces for BYO back of house marquees. This is subject to availability and there are guarantees this can be accommodated.

LARGE SITES FOR RETAIL STALLS:

Large retail site fees - non-refundable site fee of \$1,500 plus GST to be paid to secure your site, plus 12.5% of takings to be deducted from settlement totals*

Site size - 6m frontage x 6m deep marquee

- WOMADelaide will provide Retail stallholders with the following:
 - 1 x 6m wide x 6m deep marquee (timber flooring for the marquee will be available for an additional charge)
 - 1 x cashless point of sale system for event use (see Cashless section for more details)
 - 4 x timber trestle tables (2400mm long x 740mm wide x 700mm high)
 - 4 x chairs
 - 1 x fluoro light
 - 1400 watt power allocation
 - 16 x single day stallholder wristbands (4 x each day), for staff only
 - 1 x **Stallholder Parking Pass** (see Vehicle Access section for more details)
 - **Bump-in Bump-out** vehicle passes (see Vehicle Access section for more details)
- **Up to 4** additional single day stallholder wristbands may be purchased for additional staff at a discounted rate of \$100 plus GST.
- Stallholders will also be able to utilise up to 12m² of uncovered external space in the immediate vicinity of their stall provided that it does not affect walkways or impact the surrounding stalls (i.e. 1m to the front of your stall, 1m to the rear of your stall).
- Please note: the WoMarkets area has limited spaces for BYO back of house marquees. This is subject to availability and there are guarantees this can be accommodated.

BREACH OF CONTRACT CLAUSE:

- Stallholders found to be in breach of these terms and conditions or who cause damage to Botanic Park, trees, plants, or infrastructure will have the cost of damages withheld from their final settlement.
- Should any damages or breaches occur, WOMADelaide will notify the Stallholder before monies are withheld.

PAYMENT OF SITE FEES:

- Successful applicants will receive an invoice for their site fee via email for payment of non-refundable site fee.
- Payment is due no later than **Friday 10 January 2025**.
- Site fee must be paid by the due date. Late payment of site fee may mean that you will lose the opportunity to participate in WOMADelaide.

CASHLESS:

- WOMADelaide 2025 is an entirely cashless event.
- Stallholders will be required to use the POS system provided to them by WOMADelaide as part of their site inclusions.
- Stallholder takings, minus 12.5% of takings will be transferred to the stallholder's nominated account by **Friday 14 March 2025**.
- 12.5% fee includes any transaction and merchant fees.
- Hire fees for 1 x Echidna terminal are included in the site fees. Additional terminals may be hired at an additional cost.
- WOMADelaide and Echidna support teams will be on site to provide set up and technical support.
- Stallholders found to be using alternative payment systems will be in breach of these terms and conditions and stall operations will be ceased for the remainder of the festival.
- Online portal logins for menus and pricing will be sent to stallholders in January and must be returned by **Friday 7 February 2025**.

CANCELLATION:

- If a stallholder wishes to withdraw from WOMADelaide after signing their contract and paying their site fee they will forfeit their site fee.
- WOMADelaide 2025 is presented on a rain or shine basis, and stallholders should not assume the event will be cancelled due to wet weather.

PUBLIC LIABILITY INSURANCE:

- All stallholders are required to have \$20 million public liability insurance covering their operations at WOMADelaide. The insurance must be valid for the festival dates **7 March to 10 March 2025**.
- A copy of the policy must be supplied to the WOMADelaide Stalls Coordinator with your application.

SUPPORT MATERIAL:

- Any documentation that can't be uploaded to the online stalls application form, such as the scaled site-layout drawing or stall photos, must be sent via email at stalls@womadelaide.com.au or via post (Stalls Coordinator, WOMADelaide, 12 King William Road, Unley SA 5061) **by Tuesday 5 November 2024**.

STALL PRODUCT RESTRICTIONS:

- Stallholders will only be permitted to sell items listed on their online application form and approved by WOMADelaide in writing.
- Any variations must be approved by WOMADelaide in writing.
- Stallholders will not have an exclusive right for the sale of any product or service at the event.
- CDs must not be sold by any stallholders.
- Stallholders will not be permitted to use umbrellas, marquees or other items featuring trade logos (i.e. Holden or Merlo).

- Naked flames such as candles or incense are not permitted in Retail or Display stalls.

STALL LOCATION & PRESENTATION:

- The location of the Stallholder's site will be entirely at the discretion of WOMADelaide Management. All retail and display stalls will now be located in the WoMarkets retail precinct.
- Recreational camping tents and gazebos are strictly prohibited.
- In extreme weather, water misters will be used within the WoMarkets. **Please ensure your products will be able to withstand exposure to all weather conditions.**
- WOMADelaide reserves the right to direct stallholders to improve any stall that we consider to be not up to an appropriate presentational standard.

MARQUEES:

- All included marquees will be supplied and erected by WOMADelaide's contractor and included with site fees. No discount will be applied if you do not use the included structure.
- Any structures sourced by stallholders must be of a commercial/heavy duty standard to withstand all weather conditions.
- All BYO marquees will now require weights, pegging will not be allowed under direction from the Botanic Gardens staff.

PACKAGING:

- All stallholders are strongly encouraged to eliminate single use packaging where practical.
- Where packaging is integral to the sale of specific products, it should be environmentally friendly.
- Plastic bags, and plastic and glass containers are not permitted under any circumstances.

RUBBISH, RECYCLING and LIQUID WASTE:

- WOMADelaide enjoys a unique privilege in using Botanic Park. Protection of the historic trees and other vegetation and the parklands is of paramount importance.
- Shared back of house waste management streams will consist of green organics, paper and cardboard recycling, and dry waste (including clean tin cans).
- One set of waste management streams will generally be allocated between several structures (approx. 15 individual stallholders).
- Stallholders are not permitted to use the bins provided for the general public.
- E-waste (including any power cables) must not be disposed of or left onsite post-event.
- Stallholders must always keep their stall and its immediate surroundings clean and tidy and must not leave any rubbish post-festival in your stall or surrounding areas.
- During post-festival all stallholders must have all items off-site by 5pm on Tuesday 11 March.
- **Failure to comply with the waste separation and recycling policies, as well as any attributable damage to the park or equipment supplied by WOMADelaide, will result in recovery of costs from payment settlement. If WOMADelaide cannot identify the source of the contamination, the entire group will be charged with recovery of costs from payment settlement.**

VEHICLE ACCESS TO BOTANIC PARK:

- **During the Bump-in from (4 - 7 March):**

- Stallholders will receive a **Bump-in Bump-out vehicle pass** for access to **Plane Tree Drive** for Tuesday 4 and Wednesday 5 March only. These must be displayed on the dashboard to facilitate access to the site from **Blue Gate**
- Please note the following are sessions that **ALLOW** vehicle access:

Tuesday 4 March	Session 1: 13:00 – 15:00 Session 2: 15:00 – 16:00
Wednesday 5 March	Session 3: 08:00 – 09:30 Session 4: 09:30 – 11:00 Session 5: 12:00 – 14:30 Session 6: 14:30 – 16:00

- Outside of these hours stallholder **vehicles will not be permitted to park** at WoMarkets for any stock drop offs. Extra stock will need to be transported via foot on Plane Tree Drive with a sack truck or trolley. Access information will be provided with your BIBO information email.
- Stallholders will be able to set up on-foot each day after your allocated timeslot.
- There is strictly **NO VEHICLE ACCESS** to the WoMarkets stalls on **Thursday 6 March and Friday 7 March**. The dates and times above will be the only vehicle access time for bump-in.
- **Whilst the event is live from (7 - 10 March):**
 - Vehicles with a **Stallholder Parking Pass** can park in a designated area from 12pm Friday 7 March and the remaining Festival days.
 - This pass is **non-transferrable** between vehicles and no more can be requested.
 - **Parking spaces are limited and not guaranteed. The parking area is on a first come, first served basis.**
 - There is strictly **NO VEHICLE ACCESS to the WoMarkets stalls during** event days (between Saturday 8 March and Monday 10 March).
- **During the Bump-out (10 - 11 March):**
 - Stallholders must display their **Bump-in Bump-out** passes for access to Plane Tree Drive during bump-out on Monday 10 March (overnight), and on Tuesday 11 March from 8am until 5pm.

TICKETING & STAFF ENTRY TO BOTANIC PARK:

- Stallholders will be issued with accreditation by tracker express post prior to the festival based on site size and additional purchases.
- Wristband allocations are as follows:
 - **Standard and Intermediate stalls** will receive **3 single day wristbands** for each day of the festival (**12 wristbands total**)
 - An additional **2 single day** stallholder wristbands for each day of the festival may be purchased at a discounted rate for additional staff only until **Friday 14 February 2025**.
 - Requests **exceeding the above 2 wristbands per day limit**, will be charged at final release general admission prices.
 - **Large stalls** will receive **4 single day wristbands** for each day of the festival (**16 wristbands total**)
 - An additional **4 single day** stallholder wristbands for each day of the festival may be purchased at a discounted rate for additional staff only until **Friday 14 February 2025**.
 - Requests **exceeding the above 2 wristbands per day limit**, will be charged at final release general admission prices.
- **After 14 February, replacement wristbands, and any additional staff wristbands will be charged at final release general admission prices.**
- On the set-up and pack-down days any stallholders and their staff arriving in a vehicle that displays a **Bump-in Bump-out** vehicle access pass will be admitted to Botanic Park via the Blue Gate on Hackney Road (adjacent to the Hackney Road bridge across the Torrens River).
- On the set-up and pack-down days any stalls personnel that **DO NOT** have a **Bump-in Bump-out** vehicle access pass will need to park outside Botanic Park and enter on foot via the Blue Gate on Hackney Road.
- On event days only staff with a valid **Vendor wristband** will be permitted access to the site via public entry gates or Blue Gate. It is the stallholder's responsibility to ensure wristbands are distributed to staff prior to the event. **NO WRISTBAND = NO ACCESS**

STAFF PAYMENTS:

- WOMADelaide strongly recommends all stallholders to pay their staff award rates in accordance with the guidelines and recommendations provided by the Fair Work Ombudsman. For more information, please see www.fairwork.gov.au

SMOKE FREE:

- WOMADelaide is a smoke-free event.
- Smoking is banned in all stalls back of house and public dining areas.

ALCOHOL AND OTHER DRUGS:

- No alcohol or prohibited drugs are to be consumed by stallholders or their staff when working on site during bump in, while the event is live or during bump out.
- Stallholders or staff found to be under the influence of alcohol or other drugs whilst working or in the stalls back of house areas will be removed from site by Security or SAPOL, stall operations will cease. This will trigger the breach of contract clause and appropriate consequences will follow.

ELECTRICAL REQUIREMENTS:

- WOMADelaide's electrical contractor will provide temporary electrical distribution to each Retail Stall based on your stall size allocation. Inclusive within the site fees:
 - **Standard and Intermediate stalls** will receive **700 watt power allocation**
 - **Large stalls** will receive **1400 watt power allocation**
- Only electrical equipment that has been listed on the stallholder's online application form and agreed in advance with the Stalls Coordinator will be permitted to be used.
- WOMADelaide reserves the right to instruct stallholders to adjust your electrical requirements (following supplier instructions) beyond acceptance of application.
- **Any requests for changes to your electrical requirements after 10 January will incur a fee per additional outlet, subject to availability.**
- In accordance with AS/NZS 3760:2022 Standard, all electrical equipment and extension cords used by stallholders must be tested and tagged within the last 12 months. Any equipment that was recently purchased in the last 12 months, must have a New to Service tag (**see example image**).
- We recommend you complete testing and tagging prior to arriving on site. We cannot guarantee there will be an external test and tag contractor on site during bump in.
- Double-adaptors **are not** permitted; tested and tagged power-boards **are** permitted.
- Each stall will be inspected for testing and tagging compliance prior to the commencement of trading at 4pm on Friday 7 March 2025.
- Stallholders are not permitted to use any other generators that are not provided by WOMADelaide.



SAFETY REQUIREMENTS:

- **Sturdy closed-toe footwear and high-vis vests must be worn by stallholders and all their staff throughout all phases of the event set-up prior to the opening of gates at 4pm on Friday 7 March, and on Monday 10 March (overnight) and Tuesday 11 March for the pack-down and load-out.**
- WOMADelaide will not provide high-vis vests, these must be sourced by the Stallholder.
 - High-vis vests are easily and cheaply purchased from hardware stores and specialist safety retailers.
- Children under the age of 12 must not be on-site during bump-in as the site is deemed a construction site.

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- Naked flames such as candles or incense are not permitted in Retail or Display Stalls.
- **Event and Emergency Briefing and Waste Disposal Induction** sessions for stallholders and their staff will be conducted by WOMADelaide Management on **Thursday 6 March** and **Friday 7 March**. This briefing/induction is **compulsory and essential** to all stallholder trading at WOMADelaide. At least 1 representative from each stall is required to attend one of these sessions.

OTHER CONDITIONS:

- Stallholders shall not be entitled to assign, share, or sublet all or part of their site without prior written consent from WOMADelaide Management.
- Pets and livestock are not permitted at WOMADelaide.
- Camping and overnight sleeping is not permitted on the WOMADelaide site.
- Music, either live or amplified recordings, is not permitted to be played within stalls.
- WOMAD and/or the WOMADelaide name, brand, logo, or other representation may not be used without prior permission from WOMADelaide Management.
- **Please note:**
 - **Stallholder tickets must not be used to gain prior or preferential entry to the ticket holder space within the festival site.**
 - **Stallholders who seek to set up blankets or seating to 'reserve space' within 'the public spaces' of the park prior to daily gates opening to the ticketed patrons is strictly prohibited.**

DISCLAIMER:

- All who participate in WOMADelaide do so at their own risk. The WOMADelaide Foundation and its employees, Arts Projects Australia and its employees, and all the staff connected with the event do not accept responsibility for any injury, damage or theft to any person, property or stock arising by reason of attendance or participation at the Event.
- WOMADelaide does not warrant or guarantee the number of public attendances at the event, nor assure stallholders of any particular level of patronage and turnover.
- The stallholder must agree to indemnify and keep indemnified "the Event" and "the Management" against any claims or charges arising out of any actions or omissions of the stallholder in the performance of the provisions of their stallholder agreement.