



## EXHIBITOR/FOOD VENDOR/COMMUNITY CATERING OPERATING TERMS AND CONDITIONS

16 – 20 November 2022

**EOI Applications close 12<sup>th</sup> October 2022**  
**Late or incomplete applications will not be considered**

Energy Breakthrough is Australia's premier Science, Technology, Engineering and Mathematics (STEM) learning program and major regional event.

A non-profit community event, Energy Breakthrough (EB) is the joint initiative of the Country Education Partnership (CEP) and Central Goldfields Shire Council (CGSC). The only educational program and event of its kind in Australia, EB engages and attracts over 20,000 students, teachers and parents each year, with around 5,000 students (Grade 3 – Year 12) camping onsite.

The 5-day event is held in November in Maryborough, Victoria annually. Award-winning and high profile, EB is a community event operated by a small team of staff and an army of truly amazing volunteers.

EB is looking to select exhibitors, food vendors and Community caterers through an EOI application process. It is essential those trading at EB support and embrace the event's environmental and sustainability goals and have a want to work with the Event to achieve these.

The EB Central area is a vibrant and vital part of Energy Breakthrough and offers visitors and entrants the chance to relax all whilst enjoy the bustling festive atmosphere of the EB Program. EB Central provides entertainment, fascinating energy efficient displays and opportunities for career advancement.

By participating in EB, Exhibitor/Food Vendor products and services gain exposure to a large market of over 20,000+ attendees, with ages ranging from 5 to 70 years of age, and a variety of professional backgrounds. These individuals share an interest in sustainable energy, transport and personal well-being.

If the above interests you, please consider submitting an EOI application at the [Energy Breakthrough website](#).

### **Who are we looking for:**

**Exhibitors** (*including local community groups and services*)

- STEM and/or future skills focused.
- Relevant to EB and the participating audience.
- Appealing to both students and families.
- Warm, inviting and interactive. Activations favoured – not just a table and pamphlets!
- Embrace the event's sustainability aims and adhere to all requirements regarding this area.
- Can commit to 2-days (Friday and Saturday) of the event.
- Working With Children's Checks essential.

## Food Vendors and Community Caterers

- Menu items are healthy, fresh good quality and family friendly priced.
- Alternative dietary requirements options included.
- Approach the event with professionalism and meet all health & safety requirements.
- Embrace the event's sustainability aims and adhere to all requirements
- Working With Children's Checks essential.

### Please note:

**All Exhibitors are onsite for 2-days of the event (Friday and Saturday).**

**Food Vendors and Community Caterers operate onsite for the 5-day (Wed– Sun) duration of the event.**

EOI applications close on **Wednesday 12<sup>th</sup> October 2022**. Late or incomplete applications will not be considered. You will receive notification of whether you have been successful no later than **Wednesday 19<sup>th</sup> October 2022**.

## Key Dates

Wednesday 14 <sup>th</sup> September 2022	All applications open
October 12 <sup>th</sup> October 2022	Closing date for EOI applications (inc. supporting material).
Wednesday 19 <sup>th</sup> October 2022	Confirmation date for successful applications.
Friday 28 <sup>th</sup> October 2022	Payment of site fee (and any additional extras) due.
Friday 11 <sup>th</sup> November 2022	Pre-event online induction completed.
Tuesday 15 <sup>th</sup> November 2022	Pre-event site registration and set up – 11am – 7pm (Food Vendors and Community Caterers)
Tuesday 15 <sup>th</sup> November 2022	Mandatory Inspections by Council, CFA and essential services. (Food Vendors and Community Caterers).
<b>Wed 16<sup>th</sup> – Sun 20<sup>th</sup> Nov 2022</b>	<b>Energy Breakthrough Event.</b>
Friday 18 <sup>th</sup> November 2022	Mandatory Inspections by Council, CFA and essential services (Exhibitors).

### What happens now:

1. Ensure you read the Exhibitor/Food Vendor/Community Caterers Terms and Conditions (this document).
2. Complete and submit EOI Application Form via [website](#).
  - Upload your Certificate of Currency.
3. Receive confirmation of your involvement at the 2022 EB (October).
  - Invoice will be included.
4. Complete your Statement of Trade online ([Street-trader website](#)).
5. Receive Exhibitor/Food Vendor/Community Caterer Pack – includes Curfew Notice, Exhibitor's Map and Passes, and EB Event Set-Up/Pack Down information.

## Communication with EB

In this document, EB has provided you with as much information as possible to ensure you understand what is required from Exhibitors/Vendors/Community Caterers to ensure a smoothly run event. All communication is to be via email, unless stated otherwise. Delayed response to urgent matters may result in cancellation of the Exhibitor/Vendor/Community Caterers from the event.

## Assistance

For assistance or further queries, please contact the EB Site Manager.

Site Manager  
Energy Breakthrough  
P.O. Box 194, Maryborough VIC 3465  
[eb@cgoldshire.vic.gov.au](mailto:eb@cgoldshire.vic.gov.au)

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## GENERAL INFO

## SITE DIMENSIONS AND PRICING

### Exhibitors and Food Vendors

*(Non-profit local community groups and services are exempt from the below pricing expectations.)*

Site size allocation	Exhibitors 2-days	Food Vendors 5-days
3.6m x 3.6m	\$500	\$900
3.6m x 6m	\$750	\$1200
6m x 6 m	\$1000	\$1500

Site fees include connect to 1 x 10 or 15-amp electrical outlet and water access (no direct connection).

### Community Caterers

Community Caterers are not required to pay a site fee to operate, instead they are required to provide volunteers to assist with operations through the duration of event.

Details of volunteer commitments will be allocated by EB management upon successful appointment.

## Extras

Prices includes marquee set up and pack down.

Marquee hire	Price
3.6m x 3.6m	\$400
3.6m x 6m	\$500
6m x 6m	\$600

If you hire a marquee and are unable to attend the event you will still be invoiced for the hire of the marquee.

Additional Space	Price
3m x 3m	\$300

An Invoice will be forwarded to you once application has been received and approved.

## OPERATING HOURS

### EB Program Hours

Wednesday	Thursday	Friday	Saturday	Sunday
9.30am – 5pm	8.30am – 8.30pm	9am – 10.30pm	6am – Midnight (24 Hour Trail begins at 1pm)	Midnight – 2pm

### Exhibitors

Exhibitors are onsite for 2-days of the event (Friday and Saturday). These are the busiest days of the event, allowing for EB participants and general public engagement.

### Food Vendors

Food Vendors must be set up and ready to trade at the commencement of the trading hours below and must trade for the full 5-day duration of EB.

	Set Up Hours	Operating Hours	Pack Down Hours
<b>Exhibitors</b>	Thurs 17 Nov: 5pm – 7pm Fri 18 Nov: 8am - 10am	Fri 18 Nov: 10am – 6pm Sat 19 Nov: 10am – 5pm	Sat 19 Nov: 5pm – 7pm Sun 20 Nov: 6am – 10am
<b>Food Vendors/Community Caterers</b>	Tues 15 Nov: 10am - 5pm Wed 16 Nov: 8am - 10am	Wed 16 to Sat 19 Nov: 10am – 6pm Sun 20 Nov: 10am – 2pm <i>(these are the minimum trading hours, Community Caterers on the tracks must operate as per the trading hours below )</i>	Sun 20 Nov: 2-5pm

All parties must cease trading and commence their pack up procedure during the Pack Down Hours, ensuring they are off site in accordance with the pack down procedures, outlined in the letter sent once payment of stall has been received by EB management.

Exhibitors/Food Vendors who have booked and paid their site fee shall be entitled to access to their site during the setup hours listed above.

Once trading hours have commenced, Exhibitors/Vendors who have not occupied their stall by this time may forfeit their stall booking and will not be entitled to any credit or refund of stall fees and EB management reserves the right to allocate the stall to another Exhibitor/Vendor.

### Community Caterers

Community Caterers are expected to be open and trading during the programmed hours of the track they are located closest to. Caterers may choose to operate longer hours if they wish. See below table for more information.

COMMUNITY CATERERS - MINIMUM HOURS OF OPERATION		
	Track 1	Track 2
Wednesday	Track not in use	1200 - 1700
Thursday	0900 - 1800	0900 - 2100
Friday	0800 – 2400	0800 - 2400
Saturday	0800 – 2400	0600 - 2200
Sunday	0000 - 1400	Track not in use

## SITE

### Location: Exhibitors and Food Vendors

Exhibitors and Food Vendors are located within EB Central, the epicentre for the Energy Breakthrough event program. Allocation of exact location (area) will be communicated prior to the EB Event. Specific placement will be based on size requirements (i.e. length and access requirements) as well as arrival time for setup.

All parties must agree, and adhere, to the time frames as listed under the Operating Hours, vacating allocated sites within 30 minutes of the closing time. There will be no vehicle access or supplier access to the site after this time.

Parking is available near EB Central. ALL VEHICLES MUST BE PARKED IN A DESIGNATED PARKING AREA from **9am to 6pm from Wednesday 16 Nov to Sunday 20 of November 2022**. Failure to comply may result to closure of the individual site.

### Location: Community Caterers

Community Catering locations include, but are not limited to, the following facilities:

Jubilee Oval Canteen (Track 1)	Start/Finish Line (Track 1)	CFA Tower (Track 2)
Netball Courts (Track 2)	Princes Park Oval	

## **Boundaries**

Site boundaries must be observed, and goods, equipment and supplies are to be contained to this area only. It's Exhibitors/Food Vendors/Community Caterers responsibility to ensure everything in and around the stall is securely anchored (pegs, weight bags) and capable of withstanding strong winds and weather conditions.

## **LEGAL**

### **Insurance**

All Exhibitors/Food Vendors/Community Caterers must hold Public Liability (and Products) Insurance to the value of at least \$20 million. A current certificate of currency must be provided with your EOI application.

All Exhibitors/Food Vendors/Community Caterers must cover their workers and volunteers with a Personal Accident Insurance Policy.

It is the responsibility of Exhibitors/Food Vendors/Community Caterers to possess adequate Property Damage Insurance for their own property used at the event. EB will not be responsible for any loss or damage to your property.

**All Food Vendors/Community Caterers must register on [Streatrader](#) and submit a statement of trade at least 14 days prior to the event.**

Please note: The Central Goldfields Shire Environmental Health Officer may inspect Food Vendors/Community Caterers over the course of the event, should you not lodge a statement of trade you may be issued with an infringement penalty and be prohibited from operating at the event.

All Food Vendors/Community Caterers must comply with **Food Act 1984 & Food Safety Standards**. This includes maintaining a neat, clean and safe working environment for “workers” and customers alike and will be responsible for the upkeep of the immediate area.

### **Warranties & Representation**

EB management permits the Exhibitor/Food Vendor/Community Caterer to attend EB in reliance on the following warranties and representations hereby made by the Exhibitor/Food Vendor/Community Caterer:

- the Exhibitor/Food Vendor/Community Caterer is the owner of the approved products with full power and capacity to sell absolute legal and beneficial ownership of the approved products to a third party without any encumbrance;

- the Exhibitor/Food Vendor/Community Caterer is not in reliance on any representation or statement made by EB management that is not expressly contained in these terms and conditions;
- the Exhibitor/Food Vendor/Community Caterer is responsible for obtaining all relevant permits and permits required to operate the Exhibitor/Food Vendor/Community Caterer's business and that all merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force;
- the Exhibitor/Food Vendor/Community Caterer does not bring into the event any hazardous materials of substances; and
- the Exhibitor/Food Vendor/Community Caterer will comply with all of the terms contained in these terms and conditions and will comply with any changes to the event terms and conditions, or any relevant local government and other statutory laws and regulations.

Without limiting the generality of these terms and conditions, the Exhibitor/Food Vendor/Community Caterer acknowledges and agrees that EB management is not liable for any claim or loss suffered or incurred by the Exhibitor/Food Vendor/Community Caterer in relation to or in connection with:

- theft or damage of approved products, equipment or goods under the control of the Exhibitor/Food Vendor/Community Caterer or any other property of the Exhibitor/Food Vendor/Community Caterer at any time including times when the event is not trading and such products, equipment, goods and property are stored overnight in a marquee, tent or umbrella supplied by EB management;
- any failure by the Exhibitor/Food Vendor/Community Caterer to sell the approved products;
- any journey from or to the event; or damage or injury to any property or person.
- The Exhibitor/Food Vendor/Community Caterer occupation at the event.
- Any injury or harm suffered by the Exhibitor/Food Vendor/Community Caterer;
- Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the Exhibitor/Food Vendor/Community Caterer;
- Any loss of or damage to the Exhibitor/Food Vendor/Community Caterer's property regardless of the cause of that loss or damage; the death of any person of a consequence, in whole or in part, of any act or omission by the Exhibitor/Food Vendor/Community Caterer;
- Any breach of these terms and conditions by the Exhibitor/Food Vendor/Community Caterer; or
- EB management's legal costs on a full indemnity basis incurred as a result of the Exhibitor/Food Vendor/Community Caterer's breach of these terms and conditions.



## **SAFETY**

It is the responsibility of the Exhibitor/Food Vendor/Community Caterer to do all that is practical to ensure that workers/volunteers are not exposed to hazards in the workplace. This includes providing training, information, supervision and managing risks associated with the work.

Workers/Volunteers must consider their own safety and the safety of those around them while at work. This includes following health and safety guidelines and procedures and using protective clothing or equipment provided, when required.

To ensure everyone's safety, a qualified Safety Officer will be onsite at the commencement of the event and will visit each Exhibitor/Food Vendor/Community Caterer to ensure safe practices are being adhered. All Exhibitor/Food Vendor/Community Caterer's must comply with relevant Occupational Health & Safety standards and take advice from the Safety Officer as directed. This includes requirements regarding:

- Electrical test and tagging
- Safe and secure storage of gas cylinders.
- Requisite fire extinguishers, blankets etc.

Applicable personal protective equipment (PPE) such as safety vests and fully closed shoes must be worn during setup, each day before gates open, and during bump out.

### **Child Safety**

EB is a child centric event with Child Safety it's upmost priority. Due to the nature of the event, all onsite parties (including Exhibitor/Food Vendor/Community Caterer) must have and supply a valid Working with Children Check (WWCC) before event.

### **Security**

Security is undertaken by an external contracted organisation. Security is general and not specific to Exhibitor/Food Vendor/Community Caterer sites/stalls. The security contractor will be on-site during bump in and bump out, throughout the event and overnight to ensure site security. Energy Breakthrough and its security contractor take no responsibility for the security of your site/stall.

During the event, security personnel can be approached with any concerns Exhibitor/Food Vendor/Community Caterer's may have. Security personnel are on-site to ensure the safety of all spectators and participants at the event.

Exhibitor/Food Vendor/Community Caterer may wish to remove stock/equipment each night and it is suggested you remove expensive items. Please ensure your stall is closed and secured at the end of each day. Exhibitor/Food Vendor/Community Caterer's may wish to bring padlocks to secure items.



All effort is made to secure the site, 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 agents of EB.

No drugs or alcohol are permitted at the EB event, this includes your site/stall. Failure to comply will result in instant removal from the site by security and/or police.

### **Food Safety**

Safety is important to us. It is the responsibility of the site/stall holder to ensure that all safety regulations for food, gas, fire and electrical equipment are adhered to. All the required certificates must be obtained by the Exhibitor/Food Vendor/Community Caterer, such as RSAs, food registrations and notifications to the local council.

Please note there is limited dedicated access to water, and no cooling/refrigeration storage. Please make sure if this is needed it is supplied by you.

### **Gas Safety**

If a Food Vendor/Community Caterer plans to install temporary gas for catering they must reference the Energy Safe Guidelines 'Gas safety at public events'.

### **Fire Safety**

The provision of appropriate portable firefighting equipment is paramount. Please ensure you have the following as a minimum:

Hazard	Type of firefighting equipment
Gas fired BBQ	Dry powder type fire extinguisher
Deep fryer (for chips, donuts, etc.)	Dry powder type fire extinguisher or wet chemical type fire extinguisher
Food warmer	Dry powder type fire extinguisher
LPG cylinder store or decanting area (less than 1,000 litres total gas stored)	Dry powder type fire extinguisher
LPG cylinder store or decanting area (more than 1,000, and less than 12,000 litres stored)	Dry powder type fire extinguisher and at least one fire hose reel

A fire blanket of 1.2 x 1.8m in size needs to be provided in each area where a deep fryer is installed. The blanket should be securely hung adjacent to the fryer.

Each fire extinguisher and fire blanket should have its location identified by a symbolic sign in accordance with Australian Standard: Portable Fire Extinguishers and Fire Blankets – Selection and Location (AS 2444-2001).

## **Electricity**

Exhibitor/Food Vendor/Community Caterer must include a list of ALL equipment and amp usage with a total maximum of amps required, based on 10 and 15-amp circuits. This is for the Event to assess its required energy usage. Exhibitors/Vendors must also specify how many 10/15-amp connections they require access to.

Our electrical team will be on site to assist with any issues once the Event commences. Overuse of power or faulty equipment can shut down the system for a period, affecting trade for ALL. Any Exhibitor/Food Vendor/Community Caterer found accessing additional power not requested may be asked to shut down site.

## **Electrical Equipment**

All electrical equipment including leads and power boards must be tested and tagged by a qualified technician prior to the event. All equipment will be inspected at the event and any equipment deemed unsafe and not test and tagged will not be connected to the electrical system. Any items that require testing and tagging will be charged to the Exhibitor/Food Vendor/Community Caterer at \$25 per item, to be paid at the time of testing.

Electrical equipment must be water resistant and always maintained above ground.

## **Products allowed for sale**

Only products approved by EB are permitted for sale at your stall. This is to ensure quality and a variety of items for customers to choose from and minimal doubling up of similar items.

The sale of a non-approved item may result in their removal from your stall. EB's discretion in this instance is final.

## **Cash and EFT**

Exhibitors will be required to use an online POS System in addition to cash facilities. POS System is preference.

## **Signage**

EB reserves the right to remove any signage, information, or material which is deemed not suitable or obstructive. It is your responsibility manage your own signage. We suggest signage is kept clear and visible to ensure patrons can acknowledge your brand.

# **SUSTAINABILITY & THE ENVIRONMENT**

It is essential those trading at EB support and embrace the event's environmental and sustainability goals and have a want to work with the Event to achieve these. Biodegradable food packaging is preferred for the event.

## **Waste Collection**

Waste is collected regularly each day.

Plastic bags, glass, polystyrene and oil drums are not permitted to be disposed at the event will not be removed by the site waste collection services. Exhibitor/Food Vendor/Community Caterer's utilising these items must take them away at the end of the event. Vendors found disposing of these items at the event may result in exclusion from future events.

### **Water**

On site there will be a designated area for water access (no direct connection available). Water should be used sparingly at all times.

### **Grey Water and Oil Collection**

There is no plumbed sullage facilities available. Food Vendors/Community Caterers must manage their own sullage storage and removal. In addition, Food Vendors/Community Caterers must adhere to the following:

- Do not wash anything on the ground – all grey water must be collected via own waste water/grey water storage.
- Oils and contaminated water **MUST NOT** be poured down sinks or stormwater drains.
- Please preference biodegradable disinfectant sprays and cleaning fluids for all surfaces and to clean bins.
- Under no circumstances is there to be disposal of liquids in the gutters, on the grass, under buildings. EB will conduct inspections throughout the Event. Incorrect disposal may result in cease trading.

### **Glass**

For the safety of patrons, no glass is permitted. Please ensure all food and beverages are served in alternative containers.

### **Coffee Vendors**

To encourage the use of re-usable coffee cups, the festival requires all hot beverage vendors (ie coffee, tea, hot chocolate) to provide a \$0.50 discount for any patron that uses a re-usable cup.

### **Food Vendor/Community Caterers Essentials**

All Food Vendors (in the interest of waste minimisation) will ensure the following:

- Sauces are served out of bottles rather than sachets.
- Sugar provided in bowls / dispensers rather than sachets.
- Salt/Pepper provided in shakers rather than sachets.
- Food Vendors/Community Caterers must supply ample and accessible hand sanitisation for use.
- Straws should only be provided on request.
- Promotional literature kept to a minimum.
- Where appropriate re-useable crockery and cutlery should be used for serving food/drink. For example, in the Maryborough Lawn Tennis Clubrooms.

- Provision of aluminum cans, P.E.T. Beverage Bottles, HDPE milk bottles, cardboard containers should be used in preference to any other containers available.
- No polystyrene cups are to be used. Cardboard cups are acceptable.

To achieve our aims, we need all Food Vendors/Community Caterers assist by:

- Disposing of materials in the bins provided. PLEASE use the correct bins as this helps us meet our environmental aims to compost or recycle as much of our waste as possible. Contamination through incorrect use of bins results in this all going to landfill.
- Plastic bags, glass, polystyrene and oil drums are not permitted to be disposed at the event will not be removed by the site waste collection services. Vendors utilising these items must take them away at the end of the event. We suggest vendors work with their suppliers in identifying other packaging methods that can be used for some goods.
- Stock beverages in canned varieties preferred. No glass beverages are to be sold at the event.

## Cleaning

Cleaners have been contracted to clean public toilets and showers. This cleaning service does not extend to cleaning Exhibitor/Food Vendor/Community Caterer site/stall areas.

It is a requirement that all Exhibitor/Food Vendor/Community Caterer adhere to the following:

- Keep site and surrounding area (including Back of House areas) clean and tidy at all times
- Dispose of materials in the bins provided – PLEASE use the correct bins as this helps us meet our environmental aims to compost or recycle as much of our waste as possible. Contamination through incorrect use of bins results in this all going to landfill!

## Weather

EB operates in varying weather conditions.

Exhibitor/Food Vendor/Community Caterer's should not apply for a site/stall unless you are prepared to take the risk on weather. There are no credits or refunds if the event is cancelled due to the weather. It is the responsibility of the Exhibitor/Food Vendor/Community Caterer to bring their own covers (unless hired) and other equipment for the purpose of protection in adverse weather conditions.

It is solely at the Exhibitor/Food Vendor discretion as to whether the Exhibitor/Food Vendor will set up, commence, continue trading, cease trading, or pack up on the day.

The Exhibitor/Food Vendor's must advise site management of their intention to cease and pack up.

EB will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions or any decisions to the continuation of trade during adverse weather conditions.

## STAFF

### Staff

EB has over 1,000 people working on site across the event and your cooperation and support is required to ensure the event is enjoyed by all. As the Exhibitor/Food Vendor/Community Caterer's owner/manager you are responsible for your staff and their behaviour. If you or any of your staff breach the Terms and Conditions you will be held fully responsible and accountable. You may be removed from the EB Event site.

### **Parking**

There is limited dedicated parking on site. Vehicles in this area have strict movement timeframes they must adhere to. There is however plenty of free, unrestricted parking within walking distance of the EB Event site.

### **Hire of Equipment**

If you choose to hire equipment from individual hire companies (outside of the equipment hired through EB as part of this application), you must be onsite for delivery. EB takes no responsibility for items delivered by hire companies to Exhibitor/Food Vendor/Community Caterer's that are placed in the wrong location or go missing if you are not on site to take the delivery.

### **Accommodation**

There is limited camping accommodation available on site. Alternatively, you will need to organise your own accommodation. Accommodation suggestions can be found via Goldfields Visitor Information Centre at [visitmaryborough.com.au](http://visitmaryborough.com.au) under STAY.

### **General Regulations**

- All vehicles must not drive faster than walking pace on site – 10km/h with hazard lights activated.
- No smoking within or around your stall area. EB is a smoke free event.
- No drugs or alcohol on site. EB is a dry event.
- The sale of cigarettes, tobacco or alcohol are strictly prohibited.
- All polystyrene brought on site must be removed from the site by the Exhibitor/Food Vendor/Community Caterer and not disposed of in the bins.
- Abusive behaviour will not be tolerated.

### **EOI Approval**

Successful/unsuccessful EOI applications will be communicated via email.

Successful applications will then receive an invoice emailed to you and confirmation after the invoice is paid. Payment is due on the date listed on the invoice. Fees can be made by direct deposit, with payment details outlined in your invoice or credit card payment. If payment is not made within the due date, late administration fees may apply. This fee is non-negotiable and applied to your unpaid account after 7 days from date of invoice.

### **CovidSAFE**

EB Event will follow the covid requirements at the time of the event.



### **Event Cancellation**

If the event is forced to be cancelled prior to the start date, all paid monies will be refunded in full.

### **Smoking/Alcohol:**

No smoking, drugs or alcohol are allowed at the event.

### **Termination of Contract:**

Termination of contract by either party will only be accepted in written form.