



EXHIBITOR + FOOD VENDOR

TERMS AND CONDITIONS

22 – 26 November 2023

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 17,000 students, teachers and parents each year, with around 5,000 students (Grade 3 – Year 12) camping onsite.

EB is looking to select exhibitors, food vendors 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 17,000+ 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.

Who are we looking for:

Exhibitors

- 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 (Thursday and Friday) of the event.
- Working With Children's Checks essential.

Food Vendors

- Menu items are healthy, fresh 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:

Exhibitors are onsite for 2-days of the event (Thursday and Friday) with the opportunity for community engagement on Saturday as part of the Maryborough Community Day.

Food Vendors can operate from 3 -5 days of the event, depending on location.

What happens now:

1. Ensure you read the Exhibitor/Food Vendor 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 2023 EB.
 - Invoice will be sent separately.
4. Register on [Foodtrader](#) and submit a statement of trade prior to the event.
5. Receive Exhibitor/Food Vendor Information – Exhibitor’s Map and Passes, and EB Event Set Up/Pack Down.

GENERAL INFO

SITE DIMENSIONS AND PRICING

Food Vendors

Site size allocation	Food Vendors daily rate
3.6m x 3.6m	\$200
3.6m x 6m	\$300
6m x 6m	\$400

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

Food Vendor/Exhibitors – Marquee Hire

Prices includes marquee set up and pack down.

Marquee hire	Price
3.6m x 3.6m	\$500
3m x 6m	\$600
6m x 6m	\$750

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

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

OPERATING HOURS

EB Program Hours

Wednesday	Thursday	Friday	Saturday	Sunday
9am – 8:30pm	9am – 8:30pm	6am – 10pm	12 noon – Midnight (24 Hour Trail begins at 12pm)	Midnight – 12pm

Exhibitors

Exhibitors are onsite for 2-days of the event (Thursday and Friday, potentially 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
Exhibitors	Wed 22 Nov: 5pm – 7pm Thurs 23 Nov: 8am - 10am	Thurs 23 Nov: 10am – 5pm Fri 24 Nov: 10am – 5pm	Fri 24 Nov: 5pm – 7pm Sat 25 Nov: 6am – 9am (unless staying for Community Day on Saturday)
Food Vendors	Tues 21 Nov: 10am - 5pm Wed 22 Nov: 8am - 9am	Wed 22 to Sat 25 Nov: 9am – 6pm Sun 26 Nov: 10am – 2pm (these are the minimum trading hours, on the tracks must operate as per the trading hours above)	Sun 26 Nov: 12-5pm

All parties must cease trading and commence their pack up procedure during the Pack Down Hours,

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.

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. Please parking offsite in the designated areas with Vendor/Exhibitor pass clearly displayed in your vehicle.

Location:

Food Vendor locations include, but are not limited to, the following facilities:

- CFA Tower (Track 2)
- Start/Finish Line (Track 1)
- EB Central

Boundaries

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

SITE ALLOCATION

Allocated locations must be observed, and goods, equipment and supplies are to be contained to this area only. It's the Food Vendor/Exhibitor's responsibility to ensure everything in and around the stall is securely anchored (pegs, weight bags) and capable of withstanding strong winds and weather conditions. Keeping your allocated boundary areas clean and tidy is the responsibility of the Food Vendor/Exhibitor's.

HEALTHY EATING

Healthy Loddon Campaspe (HLC) is supporting this event to increase healthy food and drink options for participants and the community. HLC projects are designed to encourage healthy eating and to get more people, more active, more often.



Energy Breakthrough in 2023 will focus on:

- Promoting healthy food options such as soups, fresh sandwiches, toasted sandwiches and wraps

- Promoting free drinking water as the drink of choice
- Reducing sugary foods and drinks (such as coke, pepsi, lemonade, and foods such as slices, cakes, chocolates and lollies)
- Reducing fried food options such as chips, potato cakes and dim sims

If you would like support/advice to increase your range of healthy food and drink options, please contact the HLC Health Broker for Central Goldfields Shire– Adam Tarr (adam.tarr@cgoldshire.vic.gov.au)

SUSTAINABILITY AND THE ENVIRONMENT

It is essential those taking part in EB support and embrace the event's environmental and sustainability goals and have a want to work with the event. Caterers must work together with sustainability and waste contractors by adhering to the following:

- Serve food in reusable plates, bowls and cups provided by B-Alternative / event organisers
- Use canned water and drinks instead of single -use plastic bottles.
All attending patrons will be encouraged to bring their own reusable water bottle to the event.
 - o Canned water can be purchased through B-Alternative and delivered to the site.
- Use fully compostable food packaging - serviettes, brown paper bags, brown cardboard, bamboo, certified compostable packaging.
- Use reusable cups instead of polystyrene cups.
- Use compostable paper bags instead of individually wrapped lollies.

The following is not permitted:

- Single use plastics – this includes cutlery, containers, plastic wraps, bottles, straws, coffee/tea stirrers.
- Glass sold on site (safety reasons)

Reusable Crockery Systems

This year we will be implementing B-Alternatives reusable crockery service. This includes the provision of reusable plates, bowls, cups and sporks for serving of food. As caterers you will be contacted by B-Alternative in the lead up to the event to confirm your crockery needs.

Additional practices:

- Sauces are served out of bottles rather than sachets.
- Sugar provided in bowls with spoons/ dispensers rather than sachets.
- Salt/Pepper provided in shakers rather than sachets.
- Food Vendors must supply ample and accessible hand sanitisation for use.
- Straws should only be paper or other sustainable alternative.
- Promotional literature kept to a minimum.

INSURANCE

Food Vendor/Exhibitor's must:

- Register on [Foodtrader](#) and submit a statement of trade prior to the event.
- **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.
- **Property Damage Insurance** for their own property used at the event. EB will not be responsible for any loss or damage to your property.
- A **Personal Accident Insurance Policy** to cover their workers and volunteers

Please note: The Central Goldfields Shire Environmental Health Officer may inspect Food Vendor/Exhibitor's 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 Vendor/Exhibitor's 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.

WORKING WITH CHILDREN CHECKS

Due to the nature of the event, all onsite parties must have and supply a valid Working with Children Check (WWCC) before the event.

TERMS AND CONDITIONS

Warranties & Representation

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

- the Food Vendor/Exhibitor's 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;
- the Food Vendor/Exhibitor's is not in reliance on any representation or statement made by EB management that is not expressly contained in these terms and conditions;
- the Food Vendor/Exhibitor's is responsible for obtaining all relevant permits and permits required to operate the Food Vendor/Exhibitor's business and that all merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force;

- the Food Vendor/Exhibitor's does not bring into the event any hazardous materials of substances; and
- the Food Vendor/Exhibitor's 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 Food Vendor/Exhibitor's acknowledges and agrees that EB management is not liable for any claim or loss suffered or incurred by the Food Vendor/Exhibitor's in relation to or in connection with:

- theft or damage of approved products, equipment or goods under the control of the Food Vendor/Exhibitor's or any other property of the Food Vendor/Exhibitor's 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 Food Vendor/Exhibitor's to sell the approved products;
- any journey from or to the event; or damage or injury to any property or person.
- The Food Vendor/Exhibitor's occupation at the event.
- Any injury or harm suffered by the Food Vendor/Exhibitor's;
- 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 Food Vendor/Exhibitor's;
- Any loss of or damage to the Food Vendor/Exhibitor'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 Food Vendor/Exhibitor's;
- Any breach of these terms and conditions by the Food Vendor/Exhibitor's; or
- EB management's legal costs on a full indemnity basis incurred as a result of the Food Vendor/Exhibitor's breach of these terms and conditions.

SAFETY

It is the responsibility of the Food Vendor/Exhibitor's 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 Food Vendor/Exhibitor's to ensure safe practices are being adhered. All Food Vendor/Exhibitor'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 Food Vendor/Exhibitor's) 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 Food Vendor/Exhibitor's 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 Food Vendor/Exhibitor's may have. Security personnel are on-site to ensure the safety of all spectators and participants at the event.

Food Vendor/Exhibitor's 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. Food Vendor/Exhibitor'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 responsibly 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 Food Vendor/Exhibitor's, such as 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 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

Food Vendor/Exhibitor's 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 Food Vendor/Exhibitor's 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 Food Vendor/Exhibitor's 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. Compostable food packaging is **compulsory** for the event. This is to align with the Victoria Government's single use plastic ban as of February 2023.

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. Food Vendor/Exhibitor's utilising these items must take them away at the end of the day and/or event.

To achieve our aims, we need all Food Vendors 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.

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 must manage their own sullage storage and removal. In addition, Food Vendors 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.

Cleaning

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

It is a requirement that all Food Vendor/Exhibitor's 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.

Food Vendor/Exhibitor'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 Food Vendor/Exhibitor's to bring their own covers (unless hired) and other equipment for the purpose of protection in adverse weather conditions.

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

The Food Vendor/Exhibitor's'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 Food Vendor/Exhibitor'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 Food Vendor/Exhibitor'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 under STAY.

General Regulations

- All vehicles must not drive faster than walking pace on site – 10km/h with hazard lights activated.
- No smoking or vaping 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 Food Vendor/Exhibitor's 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.