



# APPLICATION T&Cs

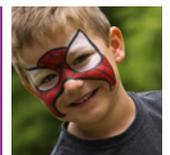
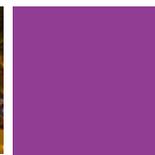


## FESTIVALE STALLHOLDER TERMS & CONDITIONS

In these conditions, "Chairman" refers to the Chairman of the Launceston Festivale Committee Inc or his/her authorised deputy and "Festivale" refers to the Launceston Festivale Committee Inc.

1. Applications close on 20 July 2018 at 5:00pm. Payment of \$500 bond is due no later than 28th September 2018. In the event that payment is not received by the due date the offer of a site will be withdrawn and the site will be offered to a stallholder on the waiting list.
2. Payment of site fee is due no later than 9 November 2018. In the event that full payment is not received by the due date the offer of a site at Festivale shall be withdrawn and the bond will be forfeited.
3. In the event that the Stallholder wishes to withdraw from the event, notification must be given by 2 November 2018. Cancellation after that date will result in the forfeit of bond and site fees (however this will depend on the withdrawal date and is at the discretion of the Committee).
4. Festivale accepts no liability for damage to electrical equipment due to power fluctuations or power failure during bump in and bump out and during the event.
5. Festivale reserves the right to consider all applications and accept or decline a place to any Stallholder. Festivale may restrict entry to the event and may evict any Stallholder, who in the opinion of Festivale, does not comply with Festivale guidelines and criteria.
6. Stallholders hereby agree to observe all Fire, Environmental, Health, Workplace Standards, Liquor and Gaming, Disability Discrimination and other relevant Commonwealth, State and City of Launceston regulations relating to the bump in and bump out preparation and sale of food and beverages throughout the event.
7. Stallholders hereby agree not to assign, underlet or otherwise part with the possession of the site at any time during the continuance of Festivale.
8. Stallholders hereby agree not to permit any person under the age of eighteen (18) years to be solely responsible for the operation of their site.
9. Stallholders must carry a public liability policy (minimum \$10m) to cover their involvement in Festivale. A copy of the policy must be provided to Festivale should your application be successful. Stallholders are required to take out adequate workers compensation and any other relevant insurance for the period of the event. Festivale strongly recommends that contents/ damage insurance be taken out for the event.
10. Festivale and its servants and agents shall not, irrespective of the cause, be liable for any loss or damage whatsoever to the Stallholder's property including stock or property hired by the Stallholder.
11. Stallholders hereby agree to occupy and use the site at their own risk and shall accept all liability for damage or injury to any persons or property how so ever the same shall occur and hereby release and indemnify Festivale and their servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person, persons or property on the site.
12. Stallholders hereby undertake to faithfully conform with the requirements of any Act of Parliament which may govern the erection of structures, displays and/ or demonstration and/ or sale of products and also to conform with any regulation, by-laws or ordinances made under such Acts of Parliament or by any Government, Semi-Government or Local Government Authority duly authorised to make regulation, by laws or ordinances in connection herewith including the requirement of the Pure Foods Act.
13. Stallholders agree to comply with all relevant legislation including but not limited to: Australian Consumer Law, Consumer Affairs Act 1988, Liquor Licensing Act 1990 and Liquor Licensing (Infringement Notices) Regulations 2008, Work Health and Safety Act 2012 and Work Health and Safety Regulations 2012.
14. The Chairman shall have the right to inspect any structure and content erected on the area covered by this contract and if in the opinion of the Chairman and after consulting with Tasmania Fire Service authorities, any part of any structure erected on this area in part or whole of any exhibit, goods or chattels displayed thereon, or if the method of displaying them, or if any act to the Stallholder forms a menace from a fire risk point of view, then upon the Chairman's verbal notification to any Stallholder or employee thereof on his stand, the risk shall be eliminated immediately by the Stallholder or his employee.
15. If Festivale deems it necessary or expedient to cancel or postpone the event, this contract shall cease to operate upon notice to that effect being served on the Stallholder at the address mentioned in the records of Festivale.
16. Festivale may at its discretion and for any reason including by reason of public safety, resolve to change the venue for the event and in the event that in the opinion of Festivale a suitable alternative location is not available cancel the event. The Stallholder hereby acknowledges Festivale's right to take this action and hereby agrees that in the event that Festivale does so then the Stallholder will not seek to claim any compensation nor otherwise seek to impose any liability on Festivale of any nature whatsoever.

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17. Any Stallholder who is deemed to be trading out of hours shall forfeit their bond payment.
  18. Any Stallholder found to breach Health & Hygiene requirements faces fines, possible site closure, forfeiture of bond and site fees.
  19. Stallholders hereby agree to behave in a hospitable manner towards the public and in a courteous and friendly manner to all Festivale Committee members, staff, contractors, suppliers and volunteers involved in the event.
  20. Stallholders hereby agree to ensure that the site is operational and open at all times during the trading hours published and not to serve any meals or beverages outside those trading hours. Should a Stallholder choose not to open during trading hours their bond will be forfeited.
  21. Stallholders hereby agree to attend any briefing sessions as requested by Festivale. New Stallholders who fail to attend the Stallholder briefing session will result in forfeit their bond.
  22. Stallholders hereby agree to only use crockery, cutlery, glassware etc. from Festivale's preferred suppliers. Any exceptions must be approved the Chairman and /or Food and Beverage Chairmen.
  23. Stallholders hereby agree not to distribute or permit to be distributed any pamphlets, leaflets, flyers or like material in City Park.
  24. All games of chance and raffles where tickets are sold, are strictly prohibited.
  25. Canvassing or hawking in any part of the Festivale site is prohibited under this contract. In the event that the Stallholder breaks this condition, Festivale shall have the power to cancel this contract and remove the Stallholders so offending from the premises.
  26. Stallholders hereby agree to respect Festivale's security arrangements and comply with the measures put in place to ensure a safe and secure event for both the public and Stallholders.
  27. Stallholders hereby agree not to alter the menu or prices submitted without receiving authorisation to do so from the Festivale Food and Beverage Chairmen.
  28. A bond of \$500 is payable when your Festivale application is accepted. The bond is subject to the following terms and conditions: The bond is non-refundable should you cancel your site at any time after the 2 November 2018. The bond is fully refundable once the event is completed. However the full amount or part of the bond may be withheld if, for example, there is any damage to the grounds or any infrastructure e.g. trees, taps, sprinkler systems, marquees etc caused directly by the stallholder.
- Likewise if there is any breach of the contract by not appropriately disposing of all waste, as per the guidelines set out by Festivale, including but not limited to cardboard, paper, food scraps, bottle tops, cable ties and general rubbish left on your allocated site and surrounding area and/or produced by you, your site fee or bond is not paid by the due date, you breach the terms of Festivale's liquor licence, you ignore the events safety policies etc Please note all non-refunded or partially refunded bonds are at the discretion of the Launceston Festivale Committee Inc Stallholders agree to be bound by these terms and conditions
29. Stallholders hereby agree not to infringe on the public space or other Stallholders' spaces. Any infringement will result in forfeiture of bond.
  30. Stallholders hereby agree not to cook outside the allocated stall/site structure. Any infringement will result in forfeiture of bond.
  31. Stallholders hereby agree to keep the interior and rear of the site clean, tidy and free of rubbish at all times, or as instructed by Festivale and the Festivale Site Manager.
  32. Stallholders hereby agree to comply with decisions made by Festivale including any decisions relating to the site.
  33. Subject to the Stallholder complying with the above conditions Festivale agrees to provide the Stallholder with quiet enjoyment of their allocated site during the event.
  34. Stallholders hereby agree to Festivale's official photographer taking photographs of the stall, Stallholders and staff and authorise the publication and use of those photographs, in whole or in part, for Festivale's advertising or marketing purposes.
  35. Children are not permitted in or behind sites during the event (including setup and packdown).
  36. Festivale does not permit the sale of any stallholder merchandise e.g. caps, hats, t-shirts, aprons, stubby holders etc. The only authorised merchandise for sale at Festivale is Festivale merchandise.
  37. Stallholders requiring gas agree to be present at their stall at the designated times to sign in/out gas bottles as required by Festivale's supplier.
  38. Stallholders agree to adhering to all instructions given during bump in and bump out including wearing of correct safety gear at the specified times.

