

2023 TOODYAY FIBRE FESTIVAL
STALLHOLDER TERMS & CONDITIONS

Definitions

"Application" means any expression of interest or application lodged by a Stallholder.

"Event" means the 2023 Toodyay Fibre Festival which is to be held on 4 June 2023.

"Event Area" means the area upon which the Event is held.

"Organiser" means the Toodyay Fibre Festival Inc.

"Stall" means the part of the Event Area which the Organiser allows the Stallholder to operate from.

"Stallholder" means the person named in the Application.

1. Applications

- 1.1 The Organiser shall have sole discretion as to the acceptance or non-acceptance of a Stallholder's Application.
- 1.2 The Stallholder warrants that the information contained in the Application is true and correct.
- 1.3 Applications will not be processed without all the necessary and relevant documentation having been supplied.
- 1.4 A Stallholder whose Application is accepted by the Organiser shall be issued an invoice and have seven (7) days to make payment in full.
- 1.5 No correspondence shall be entered into regarding Applications which are denied, rejected or not accepted.
- 1.6 The Organiser reserves the right, at its sole discretion and at any time, to: (a) withdraw acceptance of any Application, (b) modify its acceptance of any Application, or (c) require the Stallholder to comply with additional terms or conditions.
- 1.7 Stallholders consent to the Organiser using any images submitted as part of their Application to promote the Event or future Events of the Organiser.

2. Products

- 2.1 All products for sale must be designed and handmade by the Stallholder in Western Australia.
- 2.2 Stallholders shall only sell products approved by the Organiser that have been accepted by the Organiser from their Application.
- 2.3 The Organiser reserves the right to require, at its sole discretion, a Stallholder to remove any product from sale or display during the Event.
- 2.4 The Organiser does not take any responsibility for the level of sales that a Stallholder may achieve.
- 2.5 Stallholders shall ensure their products conform to any safety and compliance standards or requirements pertaining to their products.
- 2.6 Stallholder shall indemnify and hold harmless the Organiser against all demands, actions, claims, liabilities, losses, costs, and expenses arising out of, or related to, the sale of the Stallholder's products at the Event.

2.7 Stallholders shall promptly notify the Organiser of any complaint related to their participation at the Event.

2.8 Stallholders shall not sell or distribute any products which are: (a) counterfeit, (b) knock-off, or (c) infringe the intellectual rights of a third party.

3. Insurance

- 3.1 Stallholders must, at their own cost and expense, take out and keep current public and product liability insurance for at least AUD\$10,000,000 (ten-million) for any one occurrence and in the aggregate for products liability.
- 3.2 Stallholders providing treatment must, at their own cost and expense, take out and keep current professional indemnity insurance for at least AUD\$10,000,000 (ten-million).
- 3.3 Stallholders must, at their own cost and expense, effect and maintain and comply with the terms and requirements at law of all statutory compulsory insurances, including workers compensation.

4. Weather

- 4.1 The Event is primarily an outdoor event and will operate in varying weather conditions. Stallholders must be prepared for adverse weather, including heat and rain.
- 4.2 The Organiser, at its sole discretion, may close or cancel the Event at any time due to weather conditions.
- 4.3 The Organiser is not responsible for any loss, damage, or injury whatsoever resulting from weather conditions.

5. Cancellation & Refunds

- 5.1 The Organiser reserves the right, at its sole discretion and at any time, to: (a) cancel the Event, (b) close the Event, or (c) reduce the hours of the Event.
- 5.2 No refunds will be issued if the Event is cancelled or the Event hours are reduced due to weather conditions.
- 5.3 Stallholders who withdraw from the Event no less than thirty (30) days before the Event shall receive a fifty-percent (50%) refund.
- 5.4 Stallholders who withdraw from the Event less than thirty (30) days before the Event shall receive a zero-percent (0%) refund.
- 5.5 Stallholders will receive a fifty-percent (50%) refund if the Event is cancelled by the Organiser before 7:00am on the day of the Event, except in the case of cancellation due to weather conditions or Coronavirus (COVID-19) restrictions.
- 5.6 If the event is cancelled by the Organiser due to Coronavirus (COVID-19) restrictions, Stallholders will receive a one-hundred-percent (100%) refund.

6. Coronavirus (COVID-19)

- 6.1 Stallholders are required to comply with all requests and instructions by the Organiser or its representatives regarding Coronavirus (COVID-19).
- 6.2 Stallholders shall ensure they conform to any safety and compliance standards or requirements pertaining to Coronavirus (COVID-19).

7. Waste & Rubbish Removal

- 7.1 Stallholders are required to remove their own rubbish and waste from the Event.
- 7.2 Event bins are for use by the general public only and are not to be used by Stallholders to dispose of their rubbish, waste, or packaging.
- 7.3 Stallholders are responsible for leaving their Site and surrounding area clean, tidy, and undamaged.
- 7.4 Stallholders must leave their Site in the same condition as they found it.

8. Access

- 8.1 The Organiser will implement, at its sole discretion, traffic management measures, including road closures and speed limits.
- 8.2 Stallholders are required to comply with all requests and instructions by the Organiser or its representatives regarding traffic management or other safety matters.
- 8.3 No vehicles may enter the Event Area: (a) during the Event, (b) thirty (30) minutes prior to the Event, or (c) within thirty (30) minutes of the Event ending. All vehicles must leave the Event Area thirty (30) minutes prior to the Event.
- 8.4 Stallholders may begin move-in activities at 7:30am on the day of the Event and must be ready to trade from 9:45am on the day of the Event.
- 8.5 Stallholders shall not begin move-out activities before 3:00pm on the day of the Event, unless otherwise instructed by the Organiser. Stallholders must complete all move-out activities by 5:00pm on the day of the Event, unless otherwise instructed by the Organiser.

9. Stall Operation

- 9.1 Stallholders shall operate and trade from their Stall for the entire duration of the Event, unless otherwise instructed by the Organiser.
- 9.2 Stallholders must not solicit donations for any reason whatsoever during the Event without the prior written approval of the Organiser.
- 9.3 The Organiser, at its sole discretion, will determine the location of a Stallholder's Stall within the Event Area.
- 9.4 The Organiser reserves the right, at its sole discretion and at any time, to change the location of a Stallholder's Stall within the Event Area.
- 9.5 Stallholders cannot transfer, sublet, franchise, sell, or assign in any way whatsoever their Stall, Application, or approval to attend the Event by the Organiser.
- 9.6 Smoking, including vaping and e-cigarettes, is prohibited in the Event Area at all times.
- 9.7 The consumption of alcohol or drugs by Stallholders during the Event, including during move-in and move-out, is strictly prohibited.
- 9.8 The Organiser is committed to reducing the use of plastics. Stallholders should develop and use plastic alternatives where possible.

- 9.9 Stallholders should contact the Organiser with any safety concerns or issues immediately.
- 9.10 Stallholders are prohibited from facilitating, in any way whatsoever, competitions, raffles, or giveaways without written approval from the Organiser.
- 9.11 Stallholders must confine their operations at the Event to within their Stall. No items are permitted outside a Stallholder's marked Stall.
- 9.12 Stallholders shall supply all necessary items for the operation of their Stall, including tables, chairs, and gazebo or marquee.
- 9.13 All gazebos or marquees must be weighted down using appropriate weights. Stallholders without appropriate weights will not be allowed to erect their gazebo or marquee.
- 9.14 Stallholders must ensure that their Stalls are supervised at all times by an adult during the Event.
- 9.15 Stallholders shall not make use of generators without the written approval of the Organiser.
- 9.16 Stallholders must ensure they comply with all applicable, acts, by-laws, codes of practice, directions, laws, legislations, regulations, and standards.
- 9.17 All electrical equipment used by the Stallholder must be tested and tagged within twelve (12) months of the Event and in accordance with Australian Standard 3760.
- 9.18 Loud or amplified promotion by Stallholders is not permitted.
- 9.19 Stallholders must not fix or adhere anything to walls or surfaces. Stallholders are solely responsible for any damage caused.

10. Food

- 10.1 The Organiser requires all food related Stallholders to have the appropriate services fire safety equipment.
- 10.2 Food related Stallholders must be registered with the Local Government Authority in whose jurisdiction they are based and must provide evidence of such registration and a recent inspection report as part of their Application.
- 10.3 Food related Stallholders must comply with Healthway's *Healthy Food and Drink Provision*. Please consult the *Policy Position, Guideline, and Fact Sheet* from Healthway. You can access the latest copy of these documents from our website (<http://toodyayfibrefestival.com/food/apply>).

11. Limitation of Liability

The Organiser shall not be liable for any injury, loss, or damage incurred by a Stallholder. The Stallholder agrees to indemnify the Organiser against any liability for injury, loss, or damage which may be incurred as a result of the Stallholder's participation in the Event.

12. Amendments

The Organiser reserves the right to amend the Stallholder Terms & Conditions and will notify the Stallholders of any changes prior to their coming into effect.

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