



# Weerama Festival 2020 – Stall Holders

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## TERMS AND CONDITIONS

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1. Sites will be available on Sunday 15<sup>th</sup> March 2020.
2. Trading hours: Sunday 10:00am-3:00pm  
(These times may be subject to change)
3. All applications are subject to a selection process. Notification will be sent to successful applicants and final payment will then be required to be made within 1 week. Unsuccessful applicants will also be notified within this time.
4. Payment must be made prior to the Festival; if payment is not received stall holder will not be approved. No late payments will be accepted.
5. Refunds: Once the vendor has accepted their position and made full payment, no refunds will be issued for cancellations.
6. In regard to fees, a commercial/ food vendor is an individual and/or business, which sell goods regularly or occasionally through which generated profits are used for personal or business gain.
7. A community food vendor is an organisation selling goods where profits or proceeds generated are used for charitable fundraising purposes.
8. It is the vendors' responsibility to provide all equipment & facilities necessary.
9. Note that vendor sites may be situated on a grassed or gravel / paved area.
10. All sites must clearly display prices and prices must not be heavily inflated. All items must be well presented and must remain within the boundaries of your site.
11. Food vendors must at all times comply with all laws, regulations and requirements of local Government and other statutory authorities. Food vendors must have a fire extinguisher or fire blankets in their stall.
12. The vendor must not transfer, sub-let, assign or in any other manner or form dispose of its space leased from the Festival. No vendor will be permitted to operate within the Festival precinct without prior arrangement with the Festival Committee.
13. The Festival will not accept any responsibility for the safety of any article or product of any kind brought by the vendor into the Weerama Festival.
14. The vendor hereby indemnifies the Festival and holds the Festival harmless in respect to all costs, claims, demands and expenses to which the Festival may in any way be subjected as a result of any loss or injury to any person or company including members of the public, the staff or authorities, the Festival or Stallholders, employees, servants, agents and invitees howsoever caused as a result of any act, neglect or default by the vendor. Vendors with staff must have the appropriate WorkCover policies in place.
15. The Festival shall not be responsible for any loss or any nature including monies paid to the Festival, suffered by any vendor from any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of any stall or exhibit or for the setting or removal of any products, exhibits and/or van or for the failure of any services available to the vendor, or for any cancellation or restriction in opening hours at the Weerama Festival as a result of any circumstances not within the direct control of the Festival.



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16. The vendor must at all times conduct their Display/Stall and/or Van so as not to interfere with any other vendor. Any decision of the Festival in this regard shall be final and binding. The Festival reserves the right to remove the Stallholder and its exhibition at their cost.
17. The vendor may not conduct lotteries, raffles or competitions without the consent of the Festival Committee.
18. The display, sale or distribution of *counterfeit* or *illegal* goods is strictly **not permitted**.
19. **No** balloons, silly string, cap guns, toxic items, items with unsecured button batteries, slingshots or any item that might cause harm to a child. If in doubt, please contact the team to confirm.
20. The Festival reserves the right to alter the layout, plans and positions of the displays vendor and/or van sites if, in its opinion, any alteration is desirable for the benefit of the Weerama Festival as a whole.
21. The Weerama Festival is an alcohol-free event.
22. Without the written consent of the Festival, the vendor shall not use any microphone, sound amplification or musical instrument and if allowed, noise levels will be subject to and/or set at the Festivals discretion.
23. The Festival shall have the right to postpone or amend the time for the holding of the Weerama Festival to any other time which, in the opinion of the Festival, is more suitable for the Weerama Festival and will not be responsible for any loss occasioned thereby. The failure of any electrical generating and/or other equipment and/or vans at any and all times during the course of the Weerama Festival, the Festival shall not be held responsible and will not be responsible for any loss occasioned thereby. The Festival shall further have the right to alter the opening times, closing times duration of the Weerama Festival and will not be responsible for any loss occasioned thereby.
24. Vendors acknowledge that all rights in relation to any photographs, films, videos or sound recording of the Weerama Festival, or any part thereof including the entertainment stage(s) or performers, are the exclusive property of the Festival and that without the written consent of the Festival no vendor is able to make any photograph, film, video or sound recording. Vendors hereby consent to and authorize the Festival to make and use any photograph, film, video or sound recording of the Weerama Festival or any part thereof, including any part of any vendor's display, demonstration, stall and/or van.
25. Any vendor causing any damage to the environment and/or any building surroundings will be fully liable for any costs incurred. Strictly **NO** use of stakes/ tent pegs will be permitted to secure marquees, canopies or any other infrastructure.
26. Weerama Festival can supply Marquees with sites for a cost. Vendors can supply own Marquee and any other equipment required. Marquees must be safely weighed down if a structure is deemed unsafe Weerama Festival reserves the right to eject vendor.
27. Any vendor causing damage and/or loss to and of any part of the stall signage or infrastructure supplied by the Festival and/or any of the Festivals sponsors, stall frame and/or covering material or to any furnishings and/or electrical equipment provided by the Festival through the appointed equipment hire company/electrical contractor will be fully liable for any costs incurred for the repair and/or replacement of the damaged and/or lost equipment.
28. The Festival is not responsible for any warranties, promises or agreements made by vendors in relation to vendors or their products.
29. The Festival reserves the right to reject any application.
30. Each vendor must be accountable for their own rubbish. It is the responsibility of each vendor to take all their rubbish away with them.