

STALLHOLDER TERMS AND CONDITIONS

The terms and conditions ('T&Cs') apply to your application ('Application') to be a part of Feast Festival 2020 as a Stallholder ('Stallholder') at either our Carnival – opening Night Party (Carnival) and or Picnic in the Park (Picnic). By clicking 'submit' on your Application, the Stallholder acknowledges having read and understood the terms of this Agreement.

COVID-19

Feast Festival will undertake a COVID Management plan as required by SA Health. This plan will become available to stallholders prior to the event(s). It is the responsibility of stallholders to adhere and cooperate with this Management Plan. It is also the responsibility of all stallholders to have completed their own COVID Safe plans, and if applicable COVID Management Plan, that can be found at www.sahealth.sa.gov.au

ORGANISER'S EXCLUSION OF LIABILITY

The Stallholder acknowledges and agrees that the Organiser makes no warranty or representation in relation to or in connection with the Stallholder's occupation or use of Carnival and or Picnic. Without limiting the generality of this clause, the Stallholder acknowledges and agrees that the Organiser has made no warranty or representation in relation to or in connection with:

- the prospects of the Stallholder for selling Approved Products at Carnival and or Picnic;
- the Stallholder's access to people visiting Carnival and or Picnic or the access those people have to the Stallholder;
- the existence, number or quality of products that will compete with the Approved Products
- the existence or extent of services and/or facilities of any kind at Carnival and or Picnic;
- the position within Carnival and or Picnic that the Stallholder will occupy;
- the suitability of Carnival and or Picnic for any particular purpose or the existence of any latent or patent defect at Carnival and or Picnic;
- the extent, if any, to which other visitors to Carnival and or Picnic might interfere with the Stallholder's use of Carnival and or Picnic;
- the existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the Organiser;
- the existence or extent of any security measures undertaken to protect the Stallholder, the Approve Products and/or Carnival and or Picnic against terrorist or other criminal activity; or
- the existence or extent of any security at Carnival and or Picnic.

ORGANISER'S REPRESENTATIONS

The Organisers' consent to the Stallholder to trade at Carnival and or Picnic does not convey to the Stallholder any ongoing rights in relation to Carnival and or Picnic into the future and such consent can be terminated by the Organiser at any time in writing and without any period of notice. The Organiser reserves the right to undertake any of the following actions without notice:

- relocate a Stallholder to another Stall within Carnival and or Picnic;

Feast Festival – Adelaide's Queer Arts and Cultural Festival Annually in November - Proudly supported by:

- require the Stallholder to remove from sale any good or service offered by the Stallholder which are not Approved Products; or
- request that the Stallholder undertake any reasonable measure which in the opinion of the Organiser will improve the safety of the Stall.

ORGANISER'S RIGHT OF TERMINATION

The Organiser reserves the right to withhold consent to a Stallholder to Trade at Carnival and or Picnic, to remove or to have removed from Carnival and or Picnic, a Stallholder who is in breach or does not comply with the Regulations, including where a Stallholder:

- fails to pay their Stall Fee in a timely manner;
- fails to abide by Carnival and or Picnic's set up or pack up conditions;
- fails to abide by Carnival and or Picnic's Trading Hours;
- fails to abide by the terms and conditions of Carnival and or Picnic's Traffic Plan;
- fails to limit the products offered for sale to Approved Products;
- commits a criminal act at Carnival and or Picnic; or
- behaves in a manner that breaches Carnival and or Picnic's Code of Conduct or otherwise behaves in a manner that the Organiser considers is inappropriate or may bring Carnival and or Picnic into disrepute.

Alter dates of Feast Festival

We reserve the right to postpone or amend the stated date of Carnival and or Picnic to a date which is, in our opinion, most applicable for such an event, utilising this right only where circumstances necessitate such action, and without any liability to us and the sponsors for any losses, damages or expenses which you may incur as a result.

Best endeavours to supply

We will use our best endeavours to ensure the supply of the services mentioned in this agreement but will not be liable for any losses, damages or expenses arising out of total or partial failure of such services caused by a cause beyond our reasonable control.

In such event of a total or partial failure of any services you will not be entitled to a refund of any moneys paid nor will you be relieved of the obligation to pay any amount due under this agreement. We will not be liable in any way for any expenditure or liability or losses including consequential loss incurred or sustained by you.

STALLHOLDER INDEMNITY

Without limiting the generality of any other provision of these Regulations, the Stallholder hereby indemnifies and holds the Organiser harmless from and against all Claims for Loss arising in connection with or in relation to:

- the Stallholder's occupation of Carnival and or Picnic;
- the sale or attempted sale of the Approved Products or any other products or services;
- any injury or harm suffered by the Stallholder;
- 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 Stallholder;
- any loss of or damage to the Stallholder'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 Stallholder;
- any breach of these Regulations by the Stallholder; or

Feast Festival – Adelaide's Queer Arts and Cultural Festival Annually in November - Proudly supported by:

- any legal costs on a full indemnity basis incurred by the Organiser as a result of the Stallholder's breach of these Regulations.

STALLHOLDER'S OBLIGATIONS & RESPONSIBILITIES

The Stallholder agrees that at any time while the Stallholder is at Carnival and or Picnic, the Stallholder will:

- respond cooperatively to any direction given by the Organiser's staff in relation to the operation and occupation of their stall, equipment, goods and vehicle during set up and pack up activities and any direction of a security or safety nature;
- ensure that their activities do not endanger the safety or security of any people at Carnival and or Picnic;
- not cause any damage, make alterations or additions of any nature to, or carry out any works of any nature to equipment supplied to the Stallholder and that, if any such damage is caused, the costs of any repairs, making good or replacement are borne by the Stallholder;
- leave the site in the condition in which it was before the stall was set up for the day and that if any damage is caused to the site, then costs of making good shall be borne by the stallholder;
- not operate or use any amplified sound equipment of any nature without the express permission of the Organiser;
- keep Carnival and or Picnic and its immediate surrounds clean, tidy, presentable and free from waste and rubbish;
- ensure that nothing is done at Carnival and or Picnic which is illegal, obscene, offensive, dangerous or otherwise creates a nuisance or causes damage, disturbance, annoyance, injury or obstruction to any owner, occupier or user of any nearby land or premises;
- report to the Organiser any incident or accident to any person or property that involves loss or could be expected to give rise to a Claim;
- ensure that any accident involving any injury to any person, or any loss of or damage to any property within Carnival and or Picnic (including any defect, failure or lack of repair at Carnival and or Picnic) which may give rise to a danger or risk to others, is reported directly to the Organiser;
- vacate Carnival and or Picnic immediately after being requested to do so by the Organiser;
- not use Carnival and or Picnic for any purpose other than the display and sale of Approved Products; and
- not place or affix any product or signage to any permanent building, structure, play apparatus or vegetation.

Stallholders are responsible for the:

- safety of all equipment brought by the Stallholder to Carnival and or Picnic;
- safety of their employees, staff, agents or representatives that may occupy the Stallholder's Stall; and
- cost of all repairs or replacement of any items belonging to the Organiser that is damaged by the Stallholder.

The Stallholders acknowledges that the Organiser may revoke the Stallholder's consent to Trade at Carnival and or Picnic in the case that the Stallholder fails to comply with the obligations detailed above.

Feast Festival – Adelaide's Queer Arts and Cultural Festival Annually in November - Proudly supported by:

Your rights and responsibilities

Cancellation or withdrawal from Carnival and or Picnic

If you cancel or withdraw from Carnival and or Picnic for any reason after you have paid any monies for an exhibit site/s, your money paid is forfeited.

If you cancel or withdraw from Carnival and or Picnic for any reason within thirty (30) days or less of the stated commencement date of Carnival and or Picnic you will be liable to us for the full amount due under this agreement if the site the subject of your agreement cannot be reallocated, at the same price, to another stallholder.

Where the site cannot be reallocated at the same price and you are liable for the full amount owing under this agreement, this will be due within seven (7) days of receipt of our invoice.

Price and payment

The stallholder fee must be paid in the amount and at the times specified in our correspondence to you. If you fail to pay on time, we will cancel your application and give your allocated space to someone on the wait list.

Exhibitor to comply with applicable Acts and Regulations

You must at all times:

- comply with all Acts of Parliament and Regulations and By-Laws made under such Acts.
- comply with all Work Health and Safety Policies, Procedures and Directives as may be issued by us and take all reasonable practical measures to ensure your own safety and that of all other site personnel, visitors and the general public including the provision and use of all appropriate safety equipment and clothing.
- acknowledge, if you employ labour, that you are independent employers in relation to the requirements of the provisions of the *Work Health & Safety Act 2012* (SA) and associated Regulations.
- agree that you are an independent contractor and that nothing in this agreement creates between us a partnership or a relationship of employer and employee.

Occupation of the stall during Carnival and or Picnic

During Carnival and or Picnic you must:

- only use and occupy the exhibit site/s assigned to you solely for the purpose stated in this agreement.
- not sublet your exhibit site/s or any portion of your exhibit site/s or assign any of your rights under this agreement without written approval from us.
- not conduct or operate any gambling, game/s of chance and/or dispose of any property by lot or chance without our prior written approval.

You must not bring or permit to be brought onto the stallholder site/s:

- anything or do or permit any activity which may be or become offensive or dangerous or give rise to undue noise or smell; or

Feast Festival – Adelaide's Queer Arts and Cultural Festival Annually in November - Proudly supported by:

- any item or material not specifically detailed in this document as being permitted; or
- anything which in our opinion may cause annoyance or offence or may constitute a danger to members of the public, traders or other stallholders.

Operation of stalls

You must at all times:

- Ensure no rubbish is left at the stall site/s and that any rubbish is disposed of as directed by us;
- Ensure there is no damage to any areas of the stallholders' site/s;
- Not obstruct or interfere with aisles, passageways, entrances, exits or emergency equipment at Carnival and or Picnic;
- Not giveaway or sell any food and beverage without our prior written consent;
- Not supply, either by give-away or sale, any liquor without our prior written consent and without the requisite liquor licence being in place.
- Comply with all directions of our authorised staff, traffic marshals, security, police or emergency services;
- Abide by onsite parking rules; There is no parking available on site, on the day of Carnival and or Picnic, Stallholders are responsible for finding and paying for parking for their own vehicles.
- Conduct your stall at, and strictly within, the confines of the stallholder site licensed to you under this agreement and not distribute any handouts, printed matter or any other material from any location outside the confines of your site;
- Only use equipment, demonstrations or other sales presentations or getting attention devices which do not disrupt neighbouring sites or impede crowd movement. We will determine appropriateness at our sole discretion.
- If your site/s will be sponsored by, or likely to be sponsored by, another person or organisation, you must disclose this in your application and obtain our written approval prior to Carnival and or Picnic.

WARRANTIES & INDEMNITIES

Intellectual Property

You warrant that you will not sell goods at Carnival and or Picnic which are in any way a misrepresentation or an infringement of another person's intellectual property rights. You indemnify us from and against any claims, damages, losses and costs suffered or incurred by us which arise from any breach on your part.

Indemnify Feast Festival and its officers, contractors, members, etc

To the maximum extent permitted by law, you must indemnify and keep indemnified us and our officers, employees, contractors, members and agents from and, against all actions, claims, demands, losses, damages, costs, expenses and liabilities including without limitation, consequential loss and loss of profits for which we are, or may become, liable in respect of or arising from:

- loss, damage or injury to any person in connection with the stall or the relevant event;
- loss, damage or injury to any other stall or stallholder, his or her family, invitees, agents, or to our property, or our members, or to the general public, caused or contributed to or by any act or omission of an act or display by you, your family, invitees or agents; and
- loss, damage or injury to the stall, or you, your family, invitees, or agents caused or contributed by an act or omission of an act or display of yours or by the transportation or housing of a display of yours.

Feast Festival – Adelaide's Queer Arts and Cultural Festival Annually in November - Proudly supported by:

Privacy

You agree to give us your consent under privacy laws to:

- Use your personal information for internal purposes, including accounts processing, stallholder analysis and event invitations;
- We will not use or give your personal information to anyone for any other purpose.

Copyright & Licensing

Feast shall have the right to record and reproduce images or other recordings of the Stall and Carnival and or Picnic which may include the Staff's work or any part thereof in any film or other electronic media including but not limited to web pages, net casts and video extracts for use in promotional and publicity material including where appropriate sponsor promotion for Carnival and or Picnic or the Festival, on television, radio or other electronic mediums for no additional remuneration under this Agreement.

The Stallholder shall obtain from the Staff any consents or waivers Feast reasonably requires under the Copyright Act (1968) in relation to any moral rights arising through Feast's services under this agreement. The Stallholder agrees to execute such documents as may be reasonably required by Feast as a way of further assurance.

The Stallholder does not obtain any right or titles to any intellectual property of Feast. Any use, reproduction and storage of any of Feast's intellectual property, including its name and logo, requires Feast's prior written agreement

FOOD & BEVERAGE

Items cannot be supplied in glass containers.

Any Stallholder intending to supply food and/or beverages for human consumption must first be approved by Feast and must hold the relevant permits/authority from the City of Adelaide Health Services Department. Copies of these permits must be supplied to Feast upon application to be a Carnival and or Picnic stallholder. The responsibility to obtain these permits belongs solely to the Stallholder.

Stallholders, other than those approved by Feast, may not sell food or beverages, they must be used as giveaways only.

WATER, SULLAGE & WASTE MANAGEMENT

- Access to water onsite cannot be guaranteed and may be subject to government restrictions.
- Any wastewater must not be disposed of onto the lawn or garden bed area, as this can severely damage the root system.
- Stallholder rubbish must be removed at the end of the day. It is the Stallholder's responsibility to keep the area clean and tidy before, during and after the event.
- Stallholders who fail to remove any waste from their site will incur an additional fee and may not be permitted to participate in future Feast Festivals.
- Stallholders are encouraged to use recyclable materials in the fit out of their stall and to use recycled paper products for any flyers which will be distributed at Carnival and or Picnic.

Feast Festival – Adelaide's Queer Arts and Cultural Festival Annually in November - Proudly supported by:

- Balloons and non-biodegradable glitter are prohibited in the decoration of stalls, due to potential cause of environmental damage and to comply with City of Adelaide requirements.
- Printed collateral (flyers, cards, brochures or other) distributed by Stallholders must include the words "Do not litter", "Please dispose of this responsibly", or words to that effect.
- Stallholders are not permitted to install Stall structures that are pegged into the ground, make any holes in the ground, or cause damage to the grounds at either site (Carnival and or Picnic site).
- Stallholders are not permitted to affix banners, signage or similar to any tree or other structure outside of their stall within the event site.

Stallholder Warranties & Representations

The Organiser permits the Stallholder to attend Carnival and or Picnic in reliance on the following warranties and representations hereby made by the Stallholder:

- the Stallholder 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 Stallholder is not in reliance on any representation or statement made by the Organiser that is not expressly contained in these Regulations;
- the Stallholder is responsible for obtaining all relevant permits and permits required to operate the Stallholder's business and that all merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force;
- the Stallholder does not bring into Carnival and or Picnic any hazardous materials of substances; and
- the Stallholder will comply with all the terms contained in these Regulations and will comply with any changes to Carnival and or Picnic Regulations, or any relevant local government and other statutory laws and Regulations.

Without limiting the generality of these terms, the Stallholder acknowledges and agrees the Organiser is not liable for any Claim or Loss suffered or incurred by the Stallholder in relation to or in connection with:

- theft or damage of Approved Products, equipment or goods under the control of the Stallholder or any other property of the Stallholder at any time including times when Carnival and or Picnic is not trading;
- any failure by the Stallholder to sell the Approved Products;
- any journey from or to Carnival and or Picnic; or
- damage or injury to any property or person.

It is a condition of participation that you adhere to all the terms and conditions, as this forms a part of your agreement with Feast Festival and their contractors. If you are not clear at any point, it is your responsibility to ask. If you fail to comply with any of the stated conditions and regulations, you will forfeit your stall allocation with no refund.

Feast Festival – Adelaide's Queer Arts and Cultural Festival Annually in November - Proudly supported by:

Miscellaneous

Cancellation of Feast Festival

If for any reason whatsoever, Feast Festival is not held, the agreement will be deemed cancelled and we will return all monies paid by you to us for this agreement. We will not be liable for any expenditure or loss including consequential loss incurred or sustained by you as a result of the cancellation.

The bump-in and bump-out times are allocated at the discretion of Feast Festival.

Although approval of the site has been obtained, some elements of the event are subject to final approvals by a number of authorities, and the final format of the event and its elements cannot be relied upon to be the same or similar to previous years.

The Stallholder understands that if products or services not detailed on the original application are sold or provided through trading at Carnival and or Picnic, that Feast reserves the right to close trading and request you leave the site.

Banners, visuals and the use of sound must not invade the space of fellow Stallholders - Feast Festival will be monitoring music volume of amplified music.

Stallholders are advised that the trestle tables and chairs provided by Feast are not weight bearing and as such, it is prohibited to stand on them at any time before, during or after Carnival and or Picnic.

Damage to the event site as outlined in 'Stallholders Obligations and Responsibilities' includes destruction of grassed areas, broken tree branches or garden areas, and cracking or staining of pavement. Site repatriation costs will be passed on to the Stallholder.

Feast Festival – Adelaide's Queer Arts and Cultural Festival Annually in November - Proudly supported by: