



## **Weipa Fishing Classic – Stallholder Terms and Conditions**

**NO SMOKING IN VENUE SITE OR WITHIN 4 METRES OF ENTRANCE, AND STRICTLY NO BYO ALCOHOL IS PERMITTED IN LICENSED VENUE AREA INCLUDING STALL SITES, RANDOM INSPECTIONS WILL BE CONDUCTED AND ANY BYO ALCOHOL WILL BE CONFISCATED.**

### **Trading**

- Setting up will occur from 9am to 1pm Friday 5th June 2020 (no vehicle access after 2pm); all vehicles must be removed from the Event Grounds after this time.
- It is the responsibility of the stallholders to remove their own stalls – all must be removed by 10am on Monday 8th June 2020.
- No marquees, tables or chairs are available – stallholders must provide or hire their own and are responsible for costs associated.
- It is the responsibility of stallholders to comply with all necessary Weipa Town Authority local laws regarding the selling of food products. All Food Handling and Service Licences must be displayed prominently at stall site for the duration of the event.

### **Applications**

- **No verbal applications will be accepted, all applications must be submitted in writing and be signed.**
- Acceptance and non-acceptance of applications will be at the sole discretion of the Weipa Fishing Classic Committee and will be based on the information given by the applicant on their application form.
- In the case of two organisations/businesses/groups applying to provide the same type of stall/service, a decision will be made by the Weipa Fishing Classic Committee on which applicant is successful. This will be determined by the received date of the completed application and the perceived ability of the applicant to firmly commit to the event and provide the service.
- The Committee reserves the right to reject applications and not enter into any correspondence or otherwise explain the reasons for its decisions. All decisions made by the Committee are final.
- Stall positions are totally at the discretion of the Committee.
- Stalls cannot be transferred, sublet, franchised or sold to any other person, nor can they be shared without approval from the Committee.

### **Fees & Insurance**

- Deposit / Cleaning Fee - \$250 (refundable upon site inspection), to be paid by 1st May 2020.
- Stallholder Fee - \$150 per site Non- Refundable, to be paid by 1st May 2020. This fee is towards the cost of running the event (venue hire fees, promotion, lighting, security etc)
- **Stallholders that are PLATINUM, GOLD, SILVER or BRONZE Sponsors of the Weipa Fishing Classic are exempt from the above fees.**
- Please note that it is the responsibility of the stall holder to obtain their own public liability insurance. Stallholders MUST provide a copy of their policy when lodging this form.



### Approved Products

- **NO FISHING SHIRTS TO BE SOLD & ALL MERCHANDISE GIVEAWAYS TO BE APPROVED BY WEIPA FISHING CLASSIC COMMITTEE – NO MERCHANDISE FROM OTHER LOCAL EVENTS, GROUPS OR COMMITTEES TO BE SOLD WITHOUT APPROVAL**
- It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their product.
- A stallholder may only offer for sale approved products which have been accepted by the Committee on the application form submitted by the stallholder.
- To add new products, a request in writing is required. Products cannot be added to a stall unless approval is given by the Committee.
- All products and presentation must be of a high standard.

### Food Stalls

- It is the responsibility of stallholders to comply with all necessary Weipa Town Authority local laws regarding the selling of food products.
- The Food Licence is to be displayed prominently and in easy view for the duration of the Weipa Fishing Classic 2020.

### Stall Equipment

- All stall equipment including tables, signage, racks etc must be contained to the stall site boundaries. Public access ways must be clear at all times.
- Tents, covers and all stall equipment must be erected securely and weighted or secured at all times.
- All equipment must be in good repair and be operated in a safe manner.
- The location/position of stalls will be determined by the Committee, whose direction is final. Every endeavour will be made to meet the general wishes of stallholders with regard to position without causing unfairness to others.

### Adverse Weather

- The Weipa Fishing Classic will operate in varying weather conditions and stallholders must be prepared for adverse weather.
- In the instance that the Committee cancels the Weipa Fishing Classic, the Committee will make every effort to advise stallholders prior to 5th June 2020.
- The Committee will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.

### Occupational Health and Safety

- Stallholders must drive within the venue area at a safe speed that is no greater than 10km/hr.
- Vehicles are not permitted to move within the venue area after 2pm Friday 5th June 2020 unless prior permission is obtained.
- As specified by Weipa Town Authority and venue provider, and in the interest of health and safety; **NO DOGS, NO SMOKING IN VENUE SITE OR WITHIN 4 METRES OF ENTRANCE, AND STRICTLY NO BYO ALCOHOL IS PERMITTED IN LICENSED VENUE AREA.**



## **Waste and Rubbish Removal**

- Stallholders are required to remove their own rubbish and waste from their immediate stall location daily. Failure to do so may result in forfeiture of Cleaning Deposit.
- Stallholders are responsible for leaving their site and surrounding area clean, tidy and undamaged.

## **Stallholders' Code of Conduct and Responsibilities**

- Stallholders must respond co-operatively to any direction given by the Committee in relation to the operation and occupation of their stall, equipment, goods and vehicle operation times and any direction of a security or safety nature.
- Stallholders must not act in a verbally or physically abusive, dangerous, or disruptive manner and if so it will not be tolerated and will result in immediate termination.
- Stallholders must ensure that their activities do not endanger the safety or security of any people at the Weipa Fishing Classic.
- Stallholders must not cause damage, make alterations or additions of any nature to, or carry out any works of any nature to the Venue site property and that, if any damage is caused, the costs of any repairs, making good or replacement are borne by the stallholder.
- Stallholders must comply with all terms and conditions outlined and must comply with any relevant local government and other statutory laws and regulations.
- Stallholders must report to the Committee any incident or accident to any person or property that involves loss or could be expected to give rise to a claim.

## **Classic Conditions**

- All stallholders give the Weipa Fishing Classic permission to use any images taken throughout the weekend to be used in future promotional material and on the website of the Weipa Fishing Classic.
- The Committee reserves the right to undertake any of the following actions without notice:
  - a) Relocate a stallholder to another stall space within the venue area.
  - b) Require the stallholder remove from sale any goods or services offered by the stallholder which are not approved products; or
  - c) Request that the stallholder undertake any reasonable measure which in the opinion of the Committee will improve the safety of the stall.

## **Termination**

- The Committee reserves the right to withhold consent to a stallholder to occupy a stall at the Weipa Fishing Classic, to remove or to have removed from the Weipa Fishing Classic, a stallholder who is in breach or does not comply with the regulations, including where a stallholder:
  - a) Fails to abide by the Weipa Fishing Classics set up conditions;
  - b) Fails to abide by the terms and conditions outlined;
  - c) Commits a criminal act at the Weipa Fishing Classic; or
  - d) Behaves in a manner that breaches the Weipa Fishing Classic Code of Conduct.

**All traders, caterers, their contractors and employees (Traders) are subject to the Terms and Conditions of the Weipa Fishing Classic and by attending the Weipa Fishing Classic are agreeing to be bound by these Terms & Conditions.**



**FULL NAME:** .....

**SIGNATURE:** .....

**BUSINESS / ORGANISATION NAME & POSITION HELD:** .....

.....

**DATE:** .....