

TERMS AND CONDITIONS 2021 Definitions: "Agreement" means the Stall Holder Application Form; "Agreement Date" means the date set out in the beginning; "Calliope River Historical Village Markets", "we", "us" or "our" means Port Curtis Historical Society Inc's Calliope River Historical Village Markets; "Event" means a day the Markets are open for trade; "Market" or "Markets" means the Markets conducted at Port Curtis Historical Society Inc grounds situated at 50951 Old Bruce Highway, River Ranch Estate 4680; "Event Co-Ordinator" or "Market Co-Ordinator" means our duly appointed Manager of the Event; "Site" means the space on the ground at the Markets that you are allocated from us; "Stall" means the space in which you will sell you products; "Stall Holder", "you" or "your" means the Stall Holder named at the beginning.

#### AGREEMENT CLAUSES

1. You acknowledge that you have read and understand all the terms and conditions set out in this Agreement and you agree to and acknowledge, that you are bound by these terms and conditions;
2. Noncompliance by you with these terms and conditions will be considered a breach of this Agreement and will entitle us in our absolute discretion to terminate this Agreement;
3. Our authorised staff are totally responsible for the operation of the Markets and they may in their absolute discretion vary and apply exemptions to these terms and conditions for any Stall Holders and shall make all final decisions on any matters to do with the running of the Markets;
4. We reserve the right to decline any Application at our complete discretion;
5. This Agreement commences at the time you arrive on Site for set up and concludes each Market Day after you have packed up and left the Site;
6. We will not agree to any other term of this arrangement other than daily. That is, this is a day to day arrangement for the Stall on the Site on the days when the Markets are being conducted on a continuous basis from the Agreement date until it is terminated by either you or us in accordance with this Agreement;
7. This Agreement reflects a standing arrangement between you and us and shall govern the relationship between you and us with respect to you operating the Stall at the Site during the Markets;
8. Site fees are to be paid prior to the day of attendance or unless otherwise agreed in writing by us. Please email us to advise your payment has been made. Payment is to be made in full to:  
Bendigo Bank Calliope A/c Port Curtis Historical Society Inc BSB 633 000 A/c No 163 122 708 Ref  
Your  
Surname
9. If you do not intend to use the Stall at the event and you have not terminated this Agreement, you must advise the Market Co-Ordinator in writing at least 24 hours prior to Market commencement time. Otherwise you will be liable for the Fees for that day to us, or if you have already paid the Fees, you will not be entitled to a refund;

10. We have the sole right of placement of any Stall Holder, truck, van or trailer and the right to relocate you to a different Site and Stall as the Market Co-Ordinator in his/her sole discretion determines;
11. You authorise us to use images of the Stall being operated by you for Media and Social Media releases, Television and Print to promote the Markets;
12. We accept no liability whatsoever for any damages or costs suffered or incurred by your business conducted from the Stall, your products or staff and you, and by signing this Agreement you agreed to indemnify and keep indemnified us from all such damages and costs;
13. The information requested is to be received by us by 10 days prior to a Market or a Site may not be available to you at the next Market.
14. CANCELLATION OF EVENT We will operate the event during inclement weather unless the Markets Co-Ordinator in his/her sole discretion, or an appropriate regulatory authority, determines it is unsafe to do so and declares the Event cancelled. If an Event is cancelled you will not be liable to pay fees for that Event. Unless an Event is cancelled you must attend and operate your business from the Stall;
15. If any infrastructure relating to the Markets is damaged due to such incidents as, but not limited to, fire, storm or other severe weather event, we reserve the right to cancel an Event until such time that the infrastructure is repaired and deemed safe.

STALLS 16. Signage – You will need to provide promotional banners and display materials to make your Stall look attractive and attention grabbing to prospective customers. We reserve the right to remove any signage that we deem inappropriate to our Markets;

17. Stall Holder Clean-Up - Upon ceased trade on Market days, your Site must be returned to clean and tidy. All rubbish including cardboard pieces, boxes and packaging must be removed from the Site. Whilst Markets are in operation, Stalls must maintain a neat and tidy appearance.

TENTS/MARQUEES/GAZEBOS (where applicable)

18. All tents/marquees/gazebos must have the appropriate weights and/or anchors because of high windy conditions up to and over 50kmh. Weights and/or anchors should be a minimum of 15kg on each leg of your tent/marquee/gazebo, but you must also have the capacity to add an additional 15kg to each leg (total 30kg) should weather conditions dictate. All equipment should be safely locked down within and under the tent/marquee/gazebo. POWER (Where applicable)

19. You must supply your own power leads and power boards appropriate to the power loads that you will be drawing. All power leads must run behind Market Stalls and never run across roads, pathways or overhead of roads or pathways;

20. You must fill out and submit details of power required in the Agreement prior to first trade or when any changes are made to your ongoing electrical load;

21. You should at all times be careful around any power cables and not place heavy items on, or drive vehicles over, any power cables that are exposed;

22. Due to the fact that we are operating outdoors, we cannot always guarantee a constant power supply. We do not accept any responsibility or liability for spoilt product caused by power failures or interruptions.

CLEANING 23. We will keep all public areas clean and tidy;

24. We will provide bins for the use of the public. You must not use the public bins. All your waste materials, cardboard or packaging, must be contained within your Site and removed by you at end of trade. You must ensure your staff understand and abide by these rules;

25. It is your responsibility to tidy up and keep your own space clean.

SECURITY 26. You must not drive any vehicle within the Market event area during operating hours;

27. All access is permitted only by Market Co-Ordinator. You should never leave anything valuable unattended or on Site overnight.

PARKING 28. We recommend that you only bring 1 (one) vehicle where possible. You must make arrangements with the Markets Co-Ordinator where you, and your staff (if applicable) are to park your vehicles. If any vehicles are parked incorrectly (ie outside the Stall zone applicable to OPTION 2 or OPTION 3) they may be towed. Further we refer you to Clause 2 of this Application and Agreement.

HEALTH AND SAFETY 29. The health and safety of all visitors is of utmost importance to us;

30. All power boards, extension cords and other electrical equipment must be tested and tagged by a qualified electrician. All gas bottles must be checked for being valid for use and compliance stamped by a qualified gas fitter. The use of untested and untagged electrical equipment and noncompliant gas bottles is strictly prohibited;

31. All spills must be cleaned up immediately;

32. Care must be taken at all times to ensure that any equipment or other items that may cause someone to trip, fall or slip are removed;

33. If you are a food vendor, you must provide a dry chemical fire extinguisher inside your Stall in compliance with Gladstone Regional Council regulations. The extinguisher must meet all Australian standards and be serviced regularly;

34. If you are a food vendor you must at all times strictly comply with all safety requirements as specified in relation to your Annual or Temporary Food Stall Licence. You must display your current licence in the Stall at all times;

35. You must keep the Site and Stall clean at all times and conduct final clean up after the Markets;

36. All "waste water" or "sullage" must be contained and removed for disposal. You must not dispose of any water or waste on to the Sites. All waste oil must be placed in waste oil containers by you and removed from Site for disposal by you. INSURANCE

37. You must have Public and Product Liability Insurance in place before you commence to occupy the Site and Stall;

38. Your Public Liability cover must be a minimum of \$10 million;
  39. You must provide to the Markets Co-Ordinator a Certificate of Currency of your insurances 10 days before the Markets and whenever otherwise requested by the Markets Co-Ordinator.
  40. LIMITATION OF LIABILITY You agree that you are liable and indemnify us for any loss or damage howsoever caused by you or any of your employees, agents or representatives to any property owned by us or others of the Port Curtis Historical Society Inc;
  41. You agree to indemnify us and keep us indemnified from any claim, action, demand or suit arising from any direct or indirect loss or damage howsoever caused (including physical, psychological and/or financial) suffered by you or your employees, agents, representatives or any other person resulting from your participation in the Markets;
  42. You agree to indemnify us and keep us indemnified from any claim, action, demand or suit arising from any director or indirect loss or damage howsoever caused (including physical, psychological and/or financial) suffered by you or your employees, agents, representatives or any other person resulting from your participation in the Markets;
  43. You agree to indemnify us and keep us indemnified from any claim, action, demand or suit arising from any direct or indirect loss or damage howsoever caused (including physical, psychological and/or financial) suffered by you or your employees, agents, representatives or any other person resulting from your participation in the Markets;
  44. You agree that you will not hold us liable for any theft of, or damage to, any of your property or equipment on site and indemnify us for any claim by any of your employees, agents or representatives for the theft of, or damage to, any of their property on site.
- PRODUCTS
45. All products sold at the Markets must be approved by us prior to being offered for sale by you in the event.
  46. You may be directed to change or adapt your product range in the case of conflicts of interest with other parties or to maintain variety within the event;
  47. Your products must comply with relevant safety and compliance standards and regulations;
  48. Products you offer must not infringe on any third party rights including intellectual property rights (eg. copyright, patents and design).
  49. SITE MANAGEMENT We have appointed the Market Co-Ordinator to control the site. You must at all times abide by all reasonable directions given by the Market Co-Ordinator;
  50. Should an evacuation be deemed necessary, the Market Co-Ordinator will direct all Stall Holders, suppliers and patrons to evacuate. The control of the site may be taken over by Emergency Services, if necessary. Please refer to the Emergency and Evacuation procedures;
  51. You are responsible for security of your own site, equipment and personal belongings;
  52. Any issues that arise between you and other Stall Holders, customers or other patrons of the Markets must be resolved through the Market Co-Ordinator. That is, you are not to take it upon yourself to resolve or attempt to resolve such issues.

STALL HOLDER CONDUCT 53. We reserve the right to remove you or any of your employees or representatives should you or they:- -Fail to abide by any instructions of the Market Co-Ordinator or other staff of ours at the event; -Display any foul language, act in an offensive way or display violent or aggressive behaviour towards management, staff, other Stall Holders, customers or the general public; -Fail to abide by the parking regulations; -Be found to occupy the Stall under the influence of drugs or alcohol.

54. SMOKING There is to be no smoking within Stalls or the immediate Market area

TRADING HOURS FOR 2021:

55. 7 Mar. 2 May. 4 July. 14 Aug.21 Aug. Oct. 3 Dec , will Open to the Public from 8.00am to 12.00 midday, except 22 Aug when the site will be open from 8.00am to 10.00pm;

ACCESS TIMES AND PROTOCOLS No vehicle movements between 7.30am and 12.30pm; The Kiosk Entrance gate for Stall Holders on Market Days will open at 5.30am. i. Stalls may be set up from 5.30am, unless otherwise agreed and pre-arranged with the Market Co-Ordinator; ii. Stalls must be open and ready to trade during the event opening hours of 8.00am to 12.00midday; iii. All Stalls must cease trading at12.00midday; iv.

There is to be no vehicular movement throughout the Market grounds between 7.30am and 12.30pm on the Market days. Further we refer you to Clause 2 of this Application and Agreement; v. Stall Holders for Market Days are able to access the Markets and set up their Stalls after 2.00pm on the Saturday immediately prior to the Market date; vi. Stall Holders must sign in the Market Register Book between 2.00pm and 4.00pm before setting up their Stall. The Market Register Book along with notepaper and envelopes for messages, will be situated immediately outside the Office with the locked Letter Box. After 4.00pm Stall Holders are to see the Caretaker to register; vii. Stall Holders requiring overnight power to their Stall prior to the Market day are to pay a \$10.00 charge in addition to the advised Site Fees and Charges. Such payment, if not made at time of payment of Invoice Fees, should be placed in an envelope, marked with your name, dollar amount and left in the locked Letter Box at the time of signing the Market Register Book; viii. The Market entrance gates are locked at 8.00pm on the Saturday immediately prior to the Market date. No entrance will be provided after 8.00pm unless previously arranged by you with us; ix. On Market Day, entering Stall Holders are required to stop at the Kiosk Market Entrance and check in with the Market Coordinator.

The village is Pet Friendly but on a leash and at owner's responsibility

All stallholders are reminded of Covid safe requirements. (a)it is your responsibility to ensure safe distancing practice is followed &(b)hand sanitiser is to be supplied by you for public use within your stall area.

All our Members, Staff and Officials are unpaid Volunteers

Documents/CalliopeHistoricalVillage/Markets/Forms&Signs/MarketTerms & Conditions 2018/