

# TERMS AND CONDITIONS

## 2016 MORETON BAY MULTICULTURAL FIESTA

1. All applications strictly **close Friday 29 July 2016**. Applications submitted after this date will not be considered for the 2016 Festival.
2. Successful applicants will receive a notification email from the festival organisers and an invoice for their allocated place. Payment of this invoice will be due within 14 days and will secure their place in the festival. Late payments may result in the cancellation of your stall.
3. Absolutely no **refunds** will be given after Friday 19 August 2016 unless through cancellation of the festival OR if written notice is received by 5pm on 19 August. Any stalls that cancel after this date, or do not follow cancellation protocol, will not receive a refund.
4. Applicants acknowledge that the festival organisers will not be held responsible for the financial success or otherwise of their stall.

### 5. INFORMATION STALLS

- 5.1 Information stalls are available to any community organisation or local business for promotional or educational purposes only.
- 5.2 Information stalls are, at a minimum, to provide professional indemnity.
- 5.3 Information stall applications are not permitted to sell any products or collect donations on the festival site for the duration of the festival.
- 5.4 If information stallholders are found to be selling products or collecting donations they will be required to pay a fee of \$100 to remedy this breach.
- 5.5 Stalls are available in two size, small (3m x 3m) or large (6m x 3m).

### 6. FOOD STALLS

- 6.1 Food stalls are available to any business or organisation who wish to sell food or products from their stall.
- 6.2 Relevant documentation and licenses are required to be submitted with their applications. Stalls who do not provide this documentation with their application may not be considered.
- 6.3 Any additional documentation will be required to be submitted to the festival organisers by Friday 19 August 2016. Failure to provide documentation will result in the cancellation of your stall.
- 6.4 Successful food stalls will be given an information pack with their official letter of acceptance outlining the details of Multicultural Food Court. Food stallholders agree to abide by any additional terms and conditions outlined in that document.
- 6.5 The Multicultural Food Court will be an opportunity for patrons to sample a number of different foods from various stalls. As such, food stallholders will be required to provide two plate sizes of food at prices set by the festival organisers. Festival organisers will set a price limit for all other food and drink items.
- 6.6 Any food stall found to be selling food outside of the price limits given by the festival organisers will be required to pay a fee of \$100 to remedy this breach.
- 6.7 Food stalls are responsible for providing their own shelter, power, equipment, water, utensils and any other items they may need to operate their business.
- 6.8 Food stallholders are required to be registered under the Food Act 2001.
- 6.9 Food handlers must take reasonable precautions to protect food from contamination. Only persons directly involved in food preparation, cooking and sale of food are permitted in the food stall.
- 6.10 Stalls are available in two size, small (3m x 3m) or large (6m x 3m).

### 7. ACTIVITIES/RIDES

- 7.1 Activity stalls and space for rides are available for businesses or organisation who wish to either
  - a) provide a free activity;
  - or
  - b) charge the public for their activity.

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7.2 Relevant documentation and licenses should be submitted with applications and are required by Friday 19 August 2016 at the latest. Failure to provide this documentation may result in the cancellation of the stall/ride/activity.

7.3 Stalls are available in two size, small (3m x 3m) or large (6m x 3m). Stalls who require a space larger than this must provide the dimensions of their stall and the festival will attempt to accommodate. *Please note: these considerations will only be made for rides or activities.*

### 8. BUMP IN/BUMP OUT

8.1 Bump in (arrival times and set up): Saturday 17 September 2016 from 11am

8.2 Bump out (pack down and departure): Saturday 17 September 2016 from 7pm

8.3 In the interest of public safety, **all stallholders will be required to remove all vehicles from the festival area by 1:00pm.**

8.4 In the interest of public safety, **no vehicles will be permitted in the festival area until after 7:30pm.**

8.5 **Stalls are not permitted to pack up and leave until 7pm unless given prior permission from the festival organisers.**

8.6 Stallholders must take reasonable care to avoid causing injury, loss or damage to themselves or other persons or property during bump in and bump out.

### 9. GENERAL – ALL STALLS

9.1 The stall is to be occupied by the person registered on the application form. Stalls may not be on-sold, sub-let or transferred in any way. If the person on the application form is unable to attend the festival they must provide written notice with the name and contact details of the person who will be attending.

9.2 The festival considers a number of factors when deciding on stall locations, including: competition, weather, surface dryness, drainage, spatial constraints, show owners interests, security & public safety, consumer behaviour, and existing infrastructure. As such, **once allocated, stall location will not be negotiable.**

9.3 The festival reserves the right to change and re-allocate your stall location at any time prior to festival start time. Stallholders will be advised of any changes that are made.

9.4 The stall fee entitles a stallholder trading rights from the allocated space on the festival day paid for.

9.5 The stall fee is for the site only. Stallholders will be able to hire a marquee, table and chairs through the festival organisers at an additional costs. Any other equipment, signage, storage etc is the responsibility of the stall holder.

9.6 All fittings must be kept within the boundary of each stall and stallholders will not be permitted to use any additional structures without prior written approval from the festival organisers.

9.7 Stall will be marked with stall numbers. Please do not move numbers, adjust the stalls or move weights. Festival staff will be onsite to provide assistance with your stall if needed.

9.8 Any stallholders acting in a hostile manner toward other stallholders, consumers or the festival organisers that presents conflict or disruption to the festival may be removed from the festival site and prevented from trading with the festival in the future.

9.9 It is a requirement that all festival stallholders have a current, non-cancellable, public and product liability insurance policy for the duration of the event. This includes the period before and after the event, allowing for the preparation, dismantling and removal of all equipment.

9.10 The festival accepts no responsibility for any loss or damage to any property of the stallholder brought to the festival; or injury to any person associated with the stallholder, food stall or business registration.

9.11 The festival will provide numerous bins within the festival area, it is the responsibility of all stallholders to ensure their stall area is clear of any rubbish when they vacate the area. If excessive amounts of rubbish are left in areas, stallholders will be issues a fine of \$50 to remedy this breach. Additionally, the stallholder will be responsible for any remedies that are required but the Moreton Bay Regional Council if their stall area is damaged in any way.

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9.12 Stallholders acknowledge and accept responsibility for any equipment (marquees, tables, and chairs) hired through the festival. If equipment is not returned, or damaged in any way, stallholders will cover any costs to replace or repair their hired equipment.

9.13 Equipment orders will not be accepted or available for cancellation after Friday 29 July 2016. If stallholders cancel their equipment order after this date they will NOT receive a refund.

### 10. ENTERTAINMENT

10.1 Applicants understand that the festival organisers will do their best to accommodate any requests made with regards to performance preferences but cannot guarantee these requests being met.

10.2 Shortlisted performers will be asked to provide the festival organisers for a quote for their performance for budgetary purposes. Unfortunately, not all performers who are asked to provide a quote will be offered a performance slot at the festival.

10.3 Applicants who are successful will receive a formal invitation to perform at the festival. Following performers acceptance, a run sheet will be constructed and official letters will be sent to successful applicants detailing performance times, requirements and any other important information.

10.4 Applicants understand that their performance time could be at any time between 2pm and 7pm and are available for this full duration.

10.5 All applications must be received by Friday 29 July 2016 to be considered for the 2016 festival. Applications received after this date may not be considered.

10.6 The festival organisers will provide to performers:

- Professional-standard performance stages to support music performances by vocal and instrumental groups/artists
- Performance stages to support dance performances by community groups and professional dance performers
- Professional lighting apparatus/crew and professional audio systems/crew will be available on all performance stages during the festival
- A dedicated Master of Ceremonies/Stage Manager to coordinate performers, provide performer's introductions and for general announcements
- Professional-standard audio systems and associated microphones to support and satisfy the requirements of vocal/instrumental performers.
- Audio equipment to support both professional and community dance performers, including a CD Player/MP3 Player and a microphone for use but the dance coordinator/leader, for dance performance introductions and other information.

10.7 Performers will be required to provide their own instruments, costumes, music and anything else need for their performance. Music is to be good quality and tested prior to the festival.

### 11. WEATHER

11.1 The festival organisers reserve the right to cancel the festival due to storms or dangerous conditions at any time.

11.2 The festival does not accept any liability for inclement weather and as such will not provide refunds if the festival is cancelled due to adverse weather conditions

### 12. WORK SAFETY

12.1 No smoking is permitted anywhere within the event area. Smoking areas will be cleared marked.

12.2 Stall operators have obligations under the Work Safety Act 2008 to manage the health and safety aspects of their stall. <http://www.legislation.act.gov.au/a/2008-51/20110921-49746/pdf/2008-51.pdf>

12.3 Stallholders are asked to be aware of their stall space and layout; please ensure all heavy and sharp objects are stored properly and that any potential slip and trip hazards are removed at all times.

### 13. SOCIAL MEDIA AND MARKETING

13.1 The Stallholder and Entertainment applicants consent to the festival organisers making any images and recordings of the stallholder, stall and performance before, during and after the festival, for promotion and reporting of this festival and future festival in any media.

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13.2 All applicants agree, that if successful, they will promote the festival, at least once, on their social media channels in the week prior to the festival. Successful applicants will be sent a copy of the official festival poster for this purpose.

### **14. PHOTOGRAPHY/VIDEOGRAPHY**

Applicants grant to the festival or licensees or assignees the permission to film and/or photograph them, their stall, or their performance. Applicants also grant the festival, separately or together, either wholly or in part, the perpetual and irrevocable and unrestricted right to use and publish video and/or photographs taken, for such purposes as publicity, illustration, advertising and website content. The applicant, through submission of their application, also grants these permissions on behalf of those who are under the age of 18 who are directly or indirectly involved in the operation of the stall or in the performance

### **15. WAIVER**

In consideration of being permitted to participate in the Moreton Bay Multicultural Fiesta 2016, applicants, for themselves, their heir, personal representatives or assigns, do hereby release, waive, discharge and covenant not to sue the Moreton Bay Multicultural Fiesta, its officers, employees, and agents from liability from all claims resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, their participation in the Moreton Bay Multicultural Fiesta.

### **16. NO WARRANTIES PROVIDED**

While reasonable care is taken in the preparation of these Terms & Conditions, the festival organisers do not guarantee or warrant the accuracy, reliability, completeness or currency of the information on this schedule or its usefulness in achieving any purpose. Information on this schedule should not be used without validating that information from appropriate sources and obtaining professional advice where it is prudent to do so. You should make and rely upon your own assessments and enquires to verify the accuracy of the information provided.