



TERMS AND CONDITIONS

Please read this section carefully and ensure that you understand all Terms and Conditions

Inclusion in the Newman Lions Outback Fortescue Festival 2024 is by submission of the stall application form and acceptance at the sole discretion of the Newman Lions Club.

STALLS TRADING AT THIS EVENT, AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

The Newman Lions Club reserves the right to review and change this document from time to time. Any subsequent amendments to the T&C's are effective on and from the time they are published on the application form.

DEFINITIONS

Event – mean the Outback Fortescue Festival 2024

Lions Club – Mean the Lion's Club of Newman, inclusive of organisers, volunteers, staff and contractors

Grounds – means the Capricorn Oval prescient

Stall – means a temporary structure set-up to sell and/or display goods and/or service

Stallholder – means someone who sells and/or displays good and/or service at a stall

PRODUCTS

1. Stallholders must follow stage 1 and stage 2 regulations of the Western Australia Plan for Plastics Stalls are not permitted to sell, distribute, use or offer any item considered "Controlled Weapons" as prescribed by schedule 2 of the *Weapons Regulations 1999*. Additionally, stalls will not be allowed to sell, distribute, use or offer as prides any of the following items
 - chemical sprays, silly string, stage door streamers or other similar spray projecting material, pepper sprays
 - toys with firing ability, including water pistols
 - explicit t-shirts, DVD's, CD's, magazines, books and videos
 - Knives or any other sharp implements which could be construed as weapons
 - Water bombs or stink bombs
 - Fireworks including sparklers
 - Smoking implements or paraphernalia, including imitation or electronic cigarettes
 - Stun pens
 - Any illegal or offensive item, goods, article, publication or material
 - Any other item, good, article, publication or material which may by its use or operation cause alarm, distress to any person or animal

If the Lions Club, at its sole discretion considers that any item, good, article, publication or material being exhibited, sold, distributed, used or offered as a prize by a stallholder is unsuitable, objectionable or offensive, that stallholder must after a request from the Lions Club do so, immediately remove all items, goods, articles, publications or materials of that type from the event. Items referring to alcohol abuse, drug use, violence or that are sexually explicit or suggestive in nature are not permitted.

2. Stallholders must allow the Lions Club to inspect any items bought into the event.

STALL APPLICATION AND ATTENDANCE

3. Stall applications for food / beverage close at 1700pm AWST, 26 July 2024 with remaining stall applications closing 1700 pm AWST, 2 August 2024. The Lions Club have the right to close applications earlier if capacity is filled prior to the deadline.
4. Stallholders will be notified of their acceptance via email / phone

5. Stallholders are provided with the space and power for the event for which they have indicated on this application form, or as confirmed, in writing with the Lions Club prior to the event.
6. Site allocations will be at the discretion of the Lions Club organiser and can be changed at any time prior to the set-up of that stall.
7. Stallholders are encouraged to promote their attendance at the event.
8. Stallholders are required to provide the Lions Club with any promotional material generated by the stallholder, for approval by the Lions Club prior to distributing to the public.
9. Changes to stall requirements must be emailed to newmanlionsfortescuefestival@yahoo.com.au no later than 7 days prior to the event. Please note this does not mean that the changes will be accepted.
10. Stallholders must follow any instruction or direction from the Lions Club.
11. The Lions Club reserves the right to refuse any entry to any stall or demand a stall and/or stallholder to immediately leave the grounds.

STALL PAYMENT, CANCELLATIONS AND REFUNDS

12. Stall payment information:
Newman Lions Club
BSB: 016765
ACC: 290051008
13. Payment is to be made as soon as the application form has been completed and communicated to that they have been accepted.
14. Only electronic payments are accepted – prior to the event. Cash and cheque are no longer accepted.
15. Excluding community organisations as defined by the Australian Taxation Office and Government Agencies (which are free of charge for up to 3m, or emergency services up to 12m), charges for stalls are based on their location, category and frontage / depth as per the below:

STALL DESCRIPTION BREAKDOWN

Newman based businesses only (business address must be in the local government area. Discounted pricing is only for 3m Retail Stalls based in the Shire of East Pilbara, all others are charged at normal rates)

Retail / business – Art, craft and general businesses.

Food & Beverage – excluding stalls selling pre-packed items such as jerky, licorice etc.

Community Group / NFP – Volunteer groups, schools, clubs, group's charities



Vendor Pricing & Site Fees:

<i>1 x 10Amp power supplied</i>	
NFP up to 3m	Free
Emergency services	Free
3m Frontage (Local)	\$70.00
3m Retail Frontage	\$200.00
6m Retail Frontage	\$250.00
9m Retail Frontage	\$300.00
Food Stallholder	\$100 Per m
>10 AMP power	\$100 ea (monitored)

16. Accepted stalls must have payment submitted electronically, as soon as possible post being informed they have been accepted, or at the latest, application closing date. Stall attendance is only confirmed once the full payment has been made into the aforementioned account and within the specified timeframe. Cash or cheque is no longer accepted.

17. Notification of non-attendance is required with an explanation provided, in writing to newmanlionsfortescuefestival@yahoo.com.au with a follow up call to 0405 666 482.
18. Once stall applications are confirmed, should stallholders cancel fourteen (14) days prior or more to the event, they will be entitled to half the price of the stallholder's fees.
19. Within fourteen (14) days of the event, no refund will be given.
20. Stallholders will be refunded (if eligible) twenty-eight (28) days after confirmation of cancellation.

STALL BUMP IN

21. Event bump in will occur, beginning, Thursday 15 August 2024 from 1500 pm for the amusement rides only. Food vendors, starting with larger vendors first will have access from 8am 16 August 2024. All vendors must be set-up by 8am Saturday 17 August 2024. Bump in will be the discretion of the event organisers.
22. Stallholders that require additional space, must have applied by Friday 9 August 2024 and confirmed by the event organiser and paid accordingly. Outside of this time, no guarantee can be made that space is available for that request.
23. For safety, appropriate clothing must be worn by all staff and volunteers assisting with bump-in. This includes hi-vis (or similar), enclosed footwear (at a minimum), no loose clothing and no dangling jewellery.
24. The Lions Club will not emit any vehicle that may cause damage to the grounds.
25. Stall requests will be considered, however not guaranteed.
26. Stalls must be erected in allocated positions with displays kept inside the allocated space provided, including guy ropes, supports and shade structures.
27. Stallholders are to provide their own equipment, including shade, table, chairs etc, and are responsible for erecting, dismantling their own marquees and equipment. All stalls must have shelter, sufficient lighting.
28. All marquees are to be weighted in alignment with manufacturer's specifications, 10kg per leg, at minimum. The Lions Club have the right to request that stallholders dismantle their equipment if weight is insufficient.
29. Stakes **may not** be driven into the ground due to reticulation. Stallholders must have sufficient weight to hold down their structures.
30. Stallholder must provide their own electrical cables and as per the *Health (Public Building) Regulations 1992*, all electrical extension cords and portable electrical equipment must be tested and tagged at 12 month intervals in accordance with *AS/NZS 3760:2022 In-service safety inspection and testing of electrical equipment and RCD's*. Electrical equipment that does not meet the above standard is not authorised to be used.
31. Access to power will be available from 8am Saturday 17 August 2024, scaling back 2200pm Saturday 17 August until 8am Sunday 18th August 2024, with the power being cut to generated power at 2300pm Sunday 18 August 2024. There is no power outside of these times.
32. Group or Company trading names must be clearly displayed on their stall.
33. Stalls must be cleaned and in an attractive condition, 30 minutes prior to the official opening time each day.
34. Stallholders have the option to pack down from 10pm on Sunday 18 August. Smaller vendors may be able to pack down earlier, however stringent safety measures must be taken.

STALL OPERATION

35. Event hours are:
 - Saturday 17 August 2024 – 2pm – 10pm
 - Sunday 18 August 2024 – 10am – 4pm
36. There will be no overnight security on the oval, however WAPOL have been informed and will ramp-up their patrols over the weekend. All stock and equipment left at the stalls is done so at the stallholders risk and the Lions Club accepts no responsibility in this regard. We strongly advise that valuables and stock are removed overnight.
37. Early or late trading outside of the specified hours will not be accepted.
38. There must be at least one (1) person allocated with overall responsibility at your stall during trading hours.
39. Microphones / megaphones, PA Systems are not permitted to be used by stallholders.
40. All stallholders are responsible for the cleanliness of their site/s and their immediate areas. Stalls are to be kept free of rubbish. All items such as boxes, crates or canisters shall be screened or covered from public view.

41. Stallholder must comply with the provisions of the *Work Health and Safety Act 2020* and *Work Health and Safety Act (General) Regulations 2022* and any applicable local laws or direction from the Shire of East Pilbara to ensure the health, safety and well-being of all whom come in contact with their site.

STALL CLOSE AND BUMP OUT

42. Stallholders have the option to cease trading from 8pm on both evenings.
43. There is strictly no vehicle movement on the oval until 10pm at the earliest on both evenings. The Lions Club will give the all clear in this regard.
44. For safety, appropriate clothing must be worn by all staff and volunteers assisting with bump-out. This includes hi-vis (or similar), enclosed footwear (at a minimum), no loose clothing and no dangling jewellery.
45. Stallholders are required to remove all materials (including zip ties) from their sites. They are to also remove waste / recycling and grey water and leave it clean and tidy. Waste and recycling must be placed into the appropriate receptacle before departure. Ensure all cardboard boxes are flattened, prior to disposal into receptacles, as there may be additional charges for bins and leaving sites uncleaned.
46. Stallholders are to be departed by 10am, Monday 19 August 2024.

TRAFFIC MANAGEMENT AND PARKING

47. Stallholders are to familiarise themselves with the event maps and must liaise with Lions Club organisers prior to setting up stalls and must not enter the oval without doing so.
48. Limit of one (1) support vehicle per stall is authorised during bump in / out times.
49. When travelling in / around the ground, a speed limit of 8km/hr (walking pace) must be adhered to, with hazard lights activated and must give way to pedestrians.
50. Under no circumstances should other vehicles be parked in other stall sites.
51. Unless prior arrangement, no vehicles are to move during the shows designated times.
52. Stallholders requiring their vehicles, may access from the ring road around the Capricorn Oval.
53. All vehicles must be removed from the site 1 hour prior to the event starting times.
54. Any stock / items required during trading hours are to be walked to the stall only.

REGULATIONS AND INSURANCE

55. Stallholders must maintain and provide the Lions Club
 - a. Certificate of Currency for Public Liability Insurance to a minimum of \$10 million
 - b. Certificate of Currency for Workers' Compensation Insurance in relation to any staff employed by the stallholder at the event
56. Stallholders and their staff / volunteers will at all times comply with the rules and regulations of the event including those contained in pre-event email correspondence and will abide by all instructions issued by the Lions Club.
57. Stallholders must promptly report any accident or incident to the event organiser on 0405 666 482, including in relation to any property damage, illness accident or personal injury; matters concerning the health, safety or security of the public; hazards and near misses.
58. Food / beverage stallholders must comply with the provisions of the *Food Act 2008 and Regulations 2009*, Australian and New Zealand Food Standards Code and any other applicable local laws or discretions from the Shire of East Pilbara to ensure the health, safety and well-being of all whom come in contact with their stall.
59. Food/Beverage stallholders acknowledge that as per the *Tobacco Products Control Act 2006*, there is no smoking in an outdoor eating area unless the place in which the person is smoking is a smoking zone.
60. Stallholders trading goods intended for human consumption are categorised as Temporary Food Stalls. This includes both food and beverage items, including pre-packaged goods. A Temporary food stall is defined as a food business under the *Food Act 2008* and therefore must be registered with the Local Government. Stallholders must submit this registration to the Shire of East Pilbara and this correspondence forwarded onto the Lions Club organisers.
61. Stallholders must have and provide details of their own fire safety equipment (fire extinguisher / fire blanket/s) in order to trade at the event.

62. It is a requirement that all food / beverage stalls use drip trays, tarps for oil, mats to provide protection to the grounds at the event. A check may be made before the event to ensure these materials are in place. All food bits must be removed from the grounds in and around your stall, at all times.
63. Stallholders providing alcohol tastings / samples are required to:
 - a. Submit– Application for a Permit to Consume or/and Sell Alcohol (Contact Shire of East Pilbara)
 - b. Provide a copy of their Liquor Licence or;
 - c. Outline the situation where the sale, supply and consumption of liquor is exempt from the application of the *Liquor Control Act 1988*

LIABILITY

64. The Lions Club will not be responsible for any accident which may be caused through or by the stallholder or which may happen in connection with their business; nor for the loss or damage to any goods or property including as a result of using onsite electrical installations. The stallholder shall deem the Lions Club and Shire of East Pilbara harmless and indemnify it against any legal proceedings arising from such an incident.
65. Any damage done to grounds, roads, buildings or equipment by the stallholder must be made good by the stallholder to the satisfaction of the event organisers.
66. The Lions Club will not be responsible for any loss of mis-delivery of exhibits / items at the event or for any damage done there to. Stallholders are responsible for insuring their own property and stock
67. Stallholders must comply with statutory insurance requirements including *Public Liability Insurance* and *Workers' Compensation Insurance*.
68. The Lions Club cannot be held responsible for cancellation of the event due to unavoidable cancellation, abandonment, disruption or rescheduling of the event for items such as adverse weather, civic commotion, extended terrorism, National Mourning for heads of state aged over 65 and non-appearance of individuals, groups or teams, as per the Lions Club Insurance Policy.

EVENT CANCELLATION

69. The Lions Club will inform confirmed stallholders via email of event cancellation with as much notice as possible.
70. Under no circumstance will stallholders distribute cancellation emails from the Lions Club to their social media pages or websites.
71. If stallholders wish to advise their customers of the changes, this must only be done so through utilising promotional materials provide by the Lions Club, or sharing their social media pages / website information.
72. If the event is cancelled by the Lions Club, stallholders will be reimbursed the full site fee paid, excluding any applicable processing fee.
73. Stallholder fees will be refunded twenty-eight (28) days after the cancellation email is distributed to the stallholders by the Lions Club.

OTHER

74. 24/7 toilet facilities are available at Saints Football Club (under the large grandstand). The Junior Sports Pavilion will be locked and managed through the event organiser, with the opening times, between 6am and 8am and 6 pm and 8pm on Friday, Saturday and Sunday. Thursday evening these facilities will be open between 6pm and 8pm and Monday morning between 6 am and 8am only.
75. Water supply is available on the oval, however communication with the Event organiser is to be had, and prior to the connection to this water supply. Water supply from other sources is to be done in conjunction with a private agreement between the stallholder and the water supplier.
76. Stallholders acknowledge the event is alcohol and drug-free, unless specified by the Lions Club. This event will include specified smoking areas.
77. Stallholders consent to any photographs / videos taken of their staff / volunteers and / or stall to be used by the Lions Club in its sole unfettered discretion.
78. Information provided for the purpose of registering for this event will be collected, used, and disclosed in accordance with the relevant privacy laws.
79. Stallholders found in breach of any of the terms and conditions outlined within the document risk exclusion from future events, at the sole discretion of the Lions Club event organisers.