

# **STALLHOLDER APPLICATION FORM**

**Event: 2025 Welcome to Newman** 

Time	e: 4.00pm to 9.00pm							
Welc	ome to Newman is an opportunity for residents and visitors to come together to							
celeb	orate Newman, with newcomers to town learning about the myriad of groups, activities,							
comr	munity services and local businesses they have access to.							
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	•		and review the Stallholder Terms and Conditions. P ur Public Liability Insurance to the Shire's Events Tea					
	ts@eastpilbara.wa.gov.a	-	ur rubile clability insurance to the Silie's Events rea	iiii at				
CVCII	ts@castpilibara.wa.gov.a	<u>u</u> .						
Пι	have attached my Public	Liabil	lity Insurance					
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Stall	holder Details:							
	Business Name							
	Contact Person							
	Address							
	Contact Number							
	Email							
Stall	Specifications:							
	Frontage (length m)							
	Depth (width m)							
	Type of structure							
Stall	Description:							
ase pi	rovide details of what yo	ou will	be selling/displaying/promoting?					

## **Stallholder General Terms and Conditions**

## 1. Registration and Application Process

- 1.1 The Shire of East Pilbara will advertise an Expression of Interest (EOI) for stallholders on its social media platforms and relevant communication channels for events suitable for stallholders to attend.
- 1.2 Stallholders are to express their interest to the EOI with their full name, contact details, types of products or services they intend to sell, the space and the stall requirements.
- 1.3 After the EOI, the Shire of East Pilbara will send the selected stallholders a detailed application form which is to be completed and returned to the Shire by the deadline of one week before the event.

## 2. Eligibility Criteria

- 2.1 Stallholders must have valid business registrations and comply with all legal requirements.
- 2.2 Stallholders must provide proof of Public Liability Insurance if directed by the Shire of East Pilbara.
- 2.3 Stallholders will have products and/or services that align with the event's overall purpose, including but not limited to environmentally friendly practices and/or sustainable products.
- 2.4 Stallholders should accurately specify their space requirements to ensure proper allocation and utilisation.
- 2.5 Stallholders must agree to adhere to the event rules, regulations and timelines set by the Events Department at the Shire of East Pilbara.

#### 3. Allocation of Stalls

- 3.1 The Shire of East Pilbara reserves the right to reject a stallholder application if it is deemed inappropriate to the nature of the event.
- 3.2 The Shire of East Pilbara reserves the right to exclude any group, business, organisation or individual from participating in the event.
- 3.3 The stallholder selection criteria is be based on quality, variety, presentation and product suitability for the event and is at the sole discretion of the Shire of East Pilbara. Where possible, preference will be given to local vendors, businesses, and organisations.

### 4. Rules and Regulations

- 4.1 The Shire of East Pilbara must approve promotional material or advertising regarding the event before publication. The material must be supplied with the application for approval.
- 4.2 There will be no amplified music or noise at a stall unless approved by the Shire of East Pilbara's Events Department.
- 4.3 Stallholders must remain onsite and operate for the entire duration of the event.
- 4.4 Stallholders can only assemble and disassemble structures before and after the event, as per the Event Run Sheet provided, unless agreed upon with the Shire of East Pilbara's Events Department in writing.
- 4.5 Stallholders must bump-in and bump-out of the event as per the Event Run Sheet provided, unless agreed upon with the Shire of East Pilbara's Events Department.
- 4.6 Stallholders must provide their own weather protection equipment, tables and chairs for sufficient stall operation.
- 4.7 Stallholders must weigh down and secure all structures. Pegging down structures should be consulted with the Shire of East Pilbara's Events Department to ensure there is no damage to reticulation systems.
- 4.8 No electricity will be supplied to stallholders unless agreed upon with the Shire of East Pilbara's Events Department.
- 4.9 Stallholders cannot sublet their stall and can only sell items listed in the application form to the Shire of East Pilbara.
- 4.10 All waste from the stallholders is their responsibility to dispose of and to leave the site clean and tidy.

## 5. Insurance and Liability

5.1 Stallholders must hold and agree to retain all risks and Public Liability Insurance with a reputable insurer at all times in relation to the duration of the event and supply a copy of their Certificate of Currency with their application if requested by the Shire of East Pilbara.

#### 6. Cancellations

6.1 The Shire of East Pilbara's Events Department will notify stallholders if the event is cancelled as soon as possible. For example, inclement weather conditions that are deemed unsafe to be onsite.

### 7. Indemnity Clause

- 7.1 The Shire of East Pilbara is not liable for any accident that the Stallholder causes or which may occur about the Stallholder's business. The Stallholder will indemnify the Shire of East Pilbara for any liability, loss, damage, cost or expense incurred or suffered by the Shire which is caused or contributed (to the extent of the contribution) by the Stallholder's negligence or breach of this Agreement.
- 7.2 The Stallholder is responsible for any damage caused to the Road(s), Ground(s) or Building(s) and must rectify any damage caused to the satisfaction of the Events Department at the Shire of East Pilbara. Any failure to do so will incur a penalty.
- 7.3 The Shire of East Pilbara is not liable and will not be responsible for any loss or misdelivery of any exhibits and/or items at the event or for any damage to any stallholder's properties. Stallholders are responsible for insuring their property and stock.
- 7.4 Stallholders must comply with Statutory Insurance (Public Liability) Requirements.
- 7.5 The Shire of East Pilbara is not responsible for the event's cancellation if due to adverse weather conditions or natural phenomena.

## 8. Dispute Resolution

- 8.1 Any disputes with the Stallholder will be dealt with by way of mediation.
- 8.2 Where a dispute(s) remains unresolved by the parties involved, it will be escalated to a higher authority within the Shire of East Pilbara to review the case and determine the appropriate action.

#### 9. Compliance with Laws

- 9.1 All temporary electrical equipment such as extensions cords, appliances and RCD's should be tested and tagged by a competent person within the last 12 months in accordance with AS/NZS 3760:2022 Standards.
- 9.2 Food vendors must have a valid approval to trade at the event as determined by Environmental Health Services at the Shire of East Pilbara. All food vendors must comply with the Food Safety Standards. Any failure to do so will incur a penalty.

Signature of applicant:	Date:	
Full Name:		
Organisation/ Business/Group:		