

BAROSSA MAKERS & BEYOND MARKET – GENERAL TERMS & CONDITIONS

1. PARTICIPANT'S REPRESENTATION

The Participant agrees that it is satisfied that the Site is suitable for the Event.

2. ACCESS TO THE SITE

- 2.1 The EVENT ORGANISER permits the Participant and its employees, agents, sub-contractors and authorised representatives to have access to the Site during the Term for the:
 - 2.1.1 installation or bringing in of any property and other equipment in connection with the Event stall ("Bump In");
 - 2.1.2 Event; and
 - 2.1.3 Dismantling or removal of your stall, property and other equipment in connection with the Event ("Bump Out").
- 2.2 The EVENT ORGANISER permits invitees of the Participant to have access to the Site for the duration of time that the Site is used for the Event.
- 2.3 The Participant must not, without the consent of the EVENT ORGANISER, access or permit access to the Site for any other purpose.
- 2.4 The Participant must not interfere with the usual daily operations of other surrounding entities without prior written permission.

3. THE TERM

The Term of this Agreement is the date(s) of the event unless sooner terminated in accordance with this Agreement.

4. THE FEE

- 4.1 The Fee is the amount set out in the Payment Details and is GST inclusive.
- 4.2 The Fee is payable upon execution of this Agreement is a non-refundable unless agreed upon by EVENT ORGANISER.
- 4.3 The EVENT ORGANISER will provide to the Participant a tax invoice in respect of the Fee in accordance with A New Tax System (Goods and Services Tax) Act 1999 and associated legislation.

5. LIQUIDATED DAMAGES

- 5.1 The Bump Out must be completed as soon as practicable after the event in consultation with the EVENT ORGANISER.
- 5.2 If the Participant and its employees, agents or sub-contractors fails to Bump Out by the Bump Out deadline, the Participant must pay to the EVENT ORGANISER another stall holder fee as specified in the Schedule.

6. APPROVALS

- 6.1 The Participant shall at its own expense obtain and maintain during the Term all approvals necessary for the Event.

7. COMPLIANCE WITH LAWS

- 7.1 The Participant and its employees, agents and sub-contractors shall at all times during the Term comply with:
 - 7.1.1 the requirements of all statutes, regulations, by-laws, ordinances, rules or other forms of statutory instruments or delegated legislation applicable to the use of the Site; and
 - 7.1.2 the requirements of all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the use of the Site.

8. INDEMNITIES

- 8.1 The Participant must keep The Barossa Council and the EVENT ORGANISER indemnified from any costs, loss, expense or liability of any kind however suffered or incurred by the EVENT ORGANISER in respect of any loss of life, personal injury or disability, loss of or damage to property, or any other loss arising out of:
 - 8.1.1 any negligence or wrongful act or omission by the Participant or its employees, agents, sub-contractors or invitees in connection with or incidental to this Agreement; or
 - 8.1.2 any breach of this Agreement by the Participant
 - 8.1.3 The Participant's obligation to indemnify The Barossa Council and the EVENT ORGANISER under this clause must be reduced in proportion to the extent that any act or omission of the EVENT ORGANISER gives rise to a legal remedy and contributes to the loss or liability.

9. INSURANCE

- 9.1 The Participant must maintain a policy of public liability insurance covering its activities for the Event at the Site for at least TEN MILLION DOLLARS.
- 9.2 The Participant is responsible for assessing the risk associated with its participation in the Event and will take out all necessary insurances to cover the risk.
- 9.3 The Participant will provide policy numbers to the EVENT ORGANISER prior to Bump In.
- 9.4 Nothing will be taken to waive this clause unless in writing and signed by the EVENT ORGANISER.

10. NO LIABILITY

- 10.1 The Barossa Council nor The EVENT ORGANISER will not incur any liability whatsoever to the Participant in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred (directly or indirectly) in respect of the use of the Site by the Participant or its employees, agents or sub-contractors under this Agreement or in respect of any loss of or damage to property of the Participant other than loss or damage caused by the negligent or wrongful act or omission of The Barossa Council, the EVENT ORGANISER or its agents, servants, licensees, or invitees.

- 10.2 Subject to the above paragraph, the Participant exercises its rights under this Agreement at its sole risk.
- 10.3 The Barossa Council and the EVENT ORGANISER are not liable to compensate the Participant for any loss of trade or any diminution in the value of the goodwill of the Participant's business, if any, caused by any action of The Barossa Council or the EVENT ORGANISER provided that The Barossa Council and EVENT ORGANISER acts in accordance with this Agreement.

11. DAMAGE OR DESTRUCTION

- 11.1 The Barossa Council nor the EVENT ORGANISER has no obligation to:
- 11.1.1 reinstate or restore the Site, if the Site is rendered unfit for occupation or use by the Participant; or
- 11.1.2 to reinstate or restore any part of the Site if access to the Site is compromised by damage to, or destruction of, any part of the Site.
- 11.2 If part of the Site is damaged or destroyed, The Barossa Council or the EVENT ORGANISER may determine in its absolute discretion whether the Site has been rendered unfit for occupation or use by the Participant.
- 11.3 If The Barossa Council or the EVENT ORGANISER determines that the Site is unfit for occupation or use by the Participant, this Agreement will terminate immediately as of the date of damage to, or destruction of the Site.

12. EQUIPMENT

- 12.1 The Participant is responsible for the installation of any equipment necessary for the Event.
- 12.2 The Participant must not drill, nail or glue onto or into any masonry, metal or timber fabric of the Site for the purpose of hanging or displaying any signs or materials without prior consultation with and the written approval of the Site Operations or VIC Manager.
- 12.3 The Participant must not peg into the lawn area to avoid damage to the underground watering system without prior consultation with and the written approval of The Barossa Council and the Event Organiser.
- 12.4 All such equipment may remain in place until the Bump Out deadline or until this Agreement is terminated in accordance with this Agreement.

13. CLEANING AND MAKING GOOD

- 13.1 The Participant must ensure all signage is removed from the Site and not emptied into any drains in or around the Site.
- 13.2 The Participant shall at its expense keep the Site clean and in good condition at all times during the Term (fair wear and tear arising from structural defects excepted).
- 13.3 The Participant must notify the EVENT ORGANISER immediately upon becoming aware of any damage to the Site.
- 13.4 The Barossa Council or the EVENT ORGANISER or its agents will make good any damage to the Site howsoever caused by the Participant, its agents, sub-contractors, employees, or invitees. The Participant, its agents, sub-contractors, employees, or invitees must not attempt to make any repairs to the Site unless supervised by The Barossa Council or the EVENT ORGANISER or its agents. The Barossa Council has the right to effect any repairs in respect of such damage and invoice the Participant for the costs.
- 13.5 The Barossa Council or The EVENT ORGANISER or an authorised officer of the EVENT ORGANISER has the right to enter the Site at all reasonable times to inspect the state and condition of the Site

14. FOOD VENDORS

It is a requirement that all Stallholders intending to sell food for human consumption within the council area complete and return a [Food Business Notification Form](#) before commencing any food handling operations. The form is available from [The Barossa Council website](#). Council will then issue you with a Food Business Registration Number which needs to be included on this form. Stallholders selling food for human consumption are required to be familiar with the Food Safety Legislation. It is highly recommended that all food vendors hold a SA Safe Food Handling certificate - Council provide [free online food safety training](#) to obtain this certificate.

15. SITE SAFETY AND SECURITY

- 15.1 The Participant must not, without prior written consent of The Barossa Council, bring or permit to be brought into the Site any explosive, flammable or dangerous substances of any kind including, but not limited to, any naked flames or pyrotechnics.
- 15.2 The Participant must not cause or permit any nuisance or annoyance in or in the vicinity of the Site.
- 15.3 The Participant must not cause or permit any food to be prepared or cooked in any area on the Site other than an area especially set aside for that purpose.
- 15.4 The Barossa Council or the EVENT ORGANISER reserves the right to suspend or cancel the whole or part of this Agreement as The Barossa Council or the EVENT ORGANISER considers necessary for the protection or safety of any persons and for such time as The Barossa Council or the EVENT ORGANISER thinks fit. The Barossa Council or the EVENT ORGANISER shall not be liable for any loss or damage suffered by the Participant as a result of the suspension or cancellation.

16. WORK, HEALTH AND SAFETY

- 16.1 The Participant must comply with the Work Health Safety Act 2012 and relevant Australian Standards and Codes of Practice.
- 16.2 At all times while the Participant, its employees, agents, sub-contractors and authorised representatives are working on the Site, including during Bump In and Bump Out, they will do so in a safe manner and identify to the EVENT ORGANISER any hazards which may be identified.
- 16.3 The Participant must comply with any reasonable direction by the EVENT ORGANISER in regards to work, health and safety.

17. ELECTRICAL EQUIPMENT

Users of electrical equipment at the Event are required to have this equipment tested and tagged by an appropriately qualified person on an annual basis. Tags will be checked routinely.

18. WEATHER

The Event will only be cancelled if weather conditions pose a risk to vendors and patrons i.e. high winds and or combined with high temperature 39 degrees and over. If the weather forecast is unfavourable the EVENT ORGANISER will leave attendance to Participant discretion. Once the Participant has set up their stall to trade they will only be eligible for a refund at the discretion of the Market Committee regardless of any unfavourable changes in the weather. In the event of extreme weather conditions the Event Organiser reserves the right to close the Event earlier than the advertised time, and a refund will be considered at the discretion of the Market Committee.

19. ALCOHOL

The Participant and its employees, agents or sub-contractors are permitted to sell alcoholic beverages within the Site in accordance with the Liquor Licensing Act 1997 if they are the holder of a liquor licence which permits them to do so and if so:

19.1 they must comply with the conditions of the liquor licence and the provisions of the Liquor Licensing Act 1997;

19.2 they are responsible for all matters relating to the sale of alcoholic beverages on the Site; and

19.3 must provide evidence of the liquor licence if requested by the EVENT ORGANISER.

20. RESOLUTION OF DISPUTES

The parties agree to negotiate in the event of any disputes before taking formal legal action.

21. TERMINATION

21.1 The EVENT ORGANISER may terminate this Agreement immediately by notice in writing if the Participant fails to comply with any part of this Agreement.

21.2 The Participant must Bump Out as soon as possible after receiving notice from the EVENT ORGANISER in accordance with the above paragraph.

21.3 Any termination of this Agreement by either party will be without prejudice to any rights, remedies or actions the party may have against the other party, which may have arisen prior to the termination of this Agreement

22. NO ASSIGNMENT

The Participant shall not assign, transfer, sub-let or sub- licence or otherwise part with possession of the Site without the prior written consent of the EVENT ORGANISER (which consent may be given or withheld at the EVENT ORGANISER's absolute discretion).

23. CANCELLATION

23.1 If the event is cancelled by the EVENT ORGANISER prior to its advertised time, a full refund of the prescribed site fee will be made to stall holders.

23.2 No other refunds will be given once payment of the site fee has been received, except at the discretion of the Market Committee. Should a Participant wish to cancel their participation after they have paid the site fee, they should write to the EVENT ORGANISER explaining the reasons for their cancellation. The EVENT ORGANISER will determine the request in writing within 10 business days.

Approval of this event is subject to:

The Participant meeting the selection criteria

The Participant agreeing to all General Conditions contained herein.

The Participant paying the prescribed fee.

The Participant providing a copy of all appropriate documentation as required by either the General Conditions or Special Conditions contained herein.

This approval is not transferable and may be revoked in writing at any time.