

# Secret Harbour Autumn Market Fair

Sunday 6<sup>th</sup> of April- 10am to 3pm  
 Secret Harbour Primary School Oval  
 Maratea Pde, Secret Harbour



## Stallholder/Exhibitor Application Form (Non Food)

Business/Organisation:		
Address:		
		Postcode:
Phone:	Fax:	Mobile:
Contact Name		Email:

PLEASE READ THIS FORM & THE ATTACHED CONTRACT CONDITIONS, RULES & REGULATIONS DOCUMENT IN FULL BEFORE COMPLETING THE APPLICATION & RETURN BOTH PAGES OF THIS APPLICATION COMPLETED IN FULL ALONG WITH ALL REQUESTED DOCUMENTATION

The City of Rockingham's OUTDOOR EVENTS POLICY states that all tents, gazebos & marquees **larger** than 3m x 3m are classed as a 'structure' and must be approved by Council. If this applies to you please advise the event organisers when booking your site so that the necessary approvals can be arranged. The event organisers **do not** have a preferred marquee supplier but all contractors must abide by the event rules and regulations when on site. The SHRA can supply a limited number of 3m x 3m gazebos on a hire basis. For more details contact the event organisers. Subletting or sharing bays is prohibited. All electrical cables & equipment used at the event **must** have an 'in date' tag.

Site Size*	Price (GST Inc)	Tick	Power+	Price (GST Inc)	Tick	Total Costs	Price (GST Inc)
3m x 3m	\$65		1x 10amp	\$35		Site	
6m x 3m	\$90		1x 15amp	\$45		Power	
9m x 3m	\$115		3 phase	\$65		Hire	
6m x 6m	\$140					<b>Total (GST Inc)</b>	

Please select a site that will fully accommodate your requirements - allow sufficient room for van towing bars & vehicles when selecting your site as you will only be allocated the space you hire on the day. Street Hassle Events have a number of 3m x 3m gazebos that can be hired for \$100 for the day this includes set up and pack up by the Event Staff. Payment required to secure hire.

DESCRIPTION OF EXHIBIT or DISPLAY & SPECIAL REQUIREMENTS
Attention Stallholders within the Direct Sales Industry – Street Hassle Events will accept all applications with payments and will not defer/deny applications from consultants in the same company. It is the discretion of each individual Sales Company should they choose to only have one Sales Consultant at each event and we encourage you to contact your company first as due to our disclosure police we will not divulge names or contact details of other consultants.

Please note: In accordance with the City of Rockingham's Outdoor Events Policy all stallholders must have a current Public Liability Insurance (Certificate of Currency for the PL Insurance **must** be supplied along with this application) of not less than \$5,000,000 in order to participate in this event. If you do not hold PL insurance please contact the event organisers to arrange appropriate cover.

Do you hold the required insurance coverage? Yes  No

Have you attached a copy of your insurance policy's Certificate of Currency? Yes  No

**Full payment must be returned with this application to secure your site.**

*I have read and agreed to all the Terms, Conditions, Rules and Regulations contained in the attached document*

Print Name:	Signature:	Date:

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## Method of Payment

Cheque: To be made out to – Street Hassle Events  
**Please note – new account details for Direct Deposit**  
Direct Deposit (EFT): Bank: ANZ Warnbro  
Account Name: Street Hassle Events  
BSB No: 016-375  
Account No: 526-010-326  
Narration: Stallholder’s business or organisations name (as per previous page)

**The stallholder/exhibitor by their signature hereto agrees to the Application Form & the Contact Conditions, Rules & Regulations that are attached to this document.**

Name of Authorised Officer or Representative:		
Signature of Authorised Officer or Representative:		Date:

Office Use Only		
Application Received By:	Date:	
Payment Method:	Amount Received:	Date:
Notes:		

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## Contract Conditions, Rules & Regulations

### DEFINITIONS

The **Organisers** of the event will be the Secret Harbour Residents Association (Inc) (SHRA) through its Secret Harbour Autumn Market Fair committee and designated servants or agents.

The **Committee** is the committee established by the SHRA for the purpose of organising the event.

An **Exhibitor** means and includes all individuals, principals, employees and/or agents of any company, partnership, form or entity accepted by the organisers as an Exhibitor in the event.

The **Event** means the Secret Harbour Spring Market Fair to be conducted on the 6<sup>th</sup> of April 2014 inclusive (plus setting up and dismantling periods), at Secret Harbour.

### CONTRACT TERMS & CONDITIONS

In consideration of the Organisers conducting and organising the event and the Exhibitor participating with the consent of the Organiser, the parties agree as follows:

1. The Exhibitor will comply in all respects with all requirements of all Government, Local Authority and Statutory Bodies during the term of the Event.
2. The Exhibitor will comply in all respects with the directions and/or requirements of the Organisers or the City of Rockingham forthwith upon request and will generally comply with all reasonable directions or requirements of any representative of the Organisers and conduct his exhibition in a proper and businesslike manner.
3. Allotment of space to an Exhibitor, which will then constitute a licence to exhibit and not a tenancy, will follow acceptance of an Exhibitor's application. The Organisers reserve the right at any time to alter the size, shape or position of the site plan at their absolute discretion. A cost adjustment will be made to any Exhibitor in the Event of reduction of his display area.
4. Payment and Terms
  - (a) Full payment with booking;
  - (b) No bookings will be Reserved / Confirmed until ALL documentation is received in full and approved by the committee.
5. Cancellations  
Written cancellations only from an Exhibitor will be accepted. Where written cancellations are received by the Organisers:
  - **Between 4 - 8 weeks prior to the Event – 50% Refund of any monies paid is given and this is a NON NEGOTIABLE commitment;**
  - **Between 0 - 4 weeks prior to the Event – NO Refund given and Balance of final payment still stands this is a NON NEGOTIBALE commitment.**
6. The contractual price (unless otherwise stated by the Organisers) does not include the following:
  - Insurance
  - Any stamp duty
  - Telephones
  - Signage
  - Electricity
  - Tables & chairs

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- Power boards & leads
  - License (Health etc)
  - Water
7. Details of the exhibit must be given to the Organiser and is subject to the prior approval of the Organisers. Any exhibit considered not to be in the best interests of the Event may be removed or altered by the Organisers at the expense of the Exhibitor without cause.
8. All plant, machinery and exhibits must comply with statutory requirements as to safety and particularly in the case of the storage of petrol, explosives, and other inflammable materials. No article of a dangerous character shall be taken into the Event except with the Organiser's prior written approval.
9. The Exhibitor is at all times during the Event:
- (a) Required to keep his/her exhibitor stand open to view and properly staffed by competent representatives;
  - (b) Responsible for the maintenance of his/her exhibit and display space in a clean and tidy condition;
  - (c) Required to conduct any business only from his/her stand and to keep areas in front of the stand free from obstruction;
  - (d) Prohibited from holding or allowing written consent to be held a sale by auction, lottery, raffle, guessing competition, game of chance or sideshow without the prior consent of the Organisers;
  - (e) Any Exhibitor conducting a "trade promotion" or "give away" competition or draw must strictly comply in all respects with the requirements of the Office of Racing, Gaming & Liquor.
  - (f) Prohibited from sublicensing, sharing or parting with possession of his/her exhibit space without written permission from the Organisers.
  - (g) Prohibited from operating any type of machinery or equipment at a sound level which, in the Organiser's sole opinion, is likely to cause nuisance or annoyance to neighbouring Exhibitors or visitors;
  - (h) Prohibited from doing anything which, in the opinion of the Organisers, may bring discredit upon the Event.
  - (i) All signage and promotional materials MUST be displayed within the exhibitor's site unless otherwise authorised
10. **The Exhibitor undertakes to have his/her display space ready, with all exhibits available for display and completed by the time specified by the Organisers preceding the opening of the Event. Should the balance of costs due to the Organisers not have been paid, or should other requirements such as the provision of a Public Liability Insurance Certificate, permit and licence not have been complied with, the Exhibitor will not be permitted to occupy his/her stand, and will forfeit to the Organisers all their rights under his/her Agreement and the Organisers shall be entitled to take possession and use the space for his/her own purposes and may allot the space to another Exhibitor, however all monies owing from the original Exhibitor will still apply.**
11. (a) **Third Party Claims – (Public Liability)**  
The Exhibitor is responsible for all personal injury or damage to property arising in connection with the Exhibitor's display area howsoever caused directly or indirectly by him/her or any contractor, sub-contractor, servant, agent, licensee or invitee of his/her or any act or omission of any such person or by an exhibit, machinery or other article or thing of his/her in the possession of or use by him/her or any servant or any agent, of his/her or (if erected by the Exhibitor or contractor of his/her or his/her workmen or agents) by the stand fitting/tent contractor. The Exhibitor hereby indemnifies the Organisers in respect of each and every such claim and all actions, proceedings, costs, claims and demands in respect thereof. The Exhibitor must take out adequate insurance in respect of all such claims and produce the premium receipts on demand.
- (b) **Responsibility for Personal Injury and Damage to Property – (Employers Liability)**  
The Organisers shall be under no liability for personal injury to the Exhibitor his /her servants or agents, invitees or licensees howsoever did not cause nor for the loss of or damage to exhibits or other property of the Exhibitor, his /her servants, agents, invitees, or licensees howsoever caused. The Exhibitor is accordingly advised to take out all necessary insurances.

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12. If the holding of the Event or the supply of any services by the Organisers is prevented, postponed, or abandoned by reasons of fire, storm lightning, national emergency, labour dispute, strike, lockout, civil disturbance, explosion, inevitable accident or any cause not within the control of the Organisers whether of the same sort or not, or the Event site becomes wholly or partially unavailable for the holding of the Event, the Organisers may at their absolute discretion, return a part of the costs of space paid by the Exhibitor. In any such cause, the Organisers shall not be liable in any way whatsoever for any expenditure or liability or loss including consequential loss incurred by the Exhibitor.
13. Following acceptance by the Organisers of the Exhibitor's application for display space, should the Exhibitor be then unable or unwilling to perform his/her part of the Agreement, or fail to comply with these Rules and Regulations, or otherwise breach the Agreement, the Organisers may terminate the Agreement by verbal notice to the Exhibitor and may retain any monies paid as liquidated damages in reimbursement of management costs and other fees and expenses incurred by the Organisers. The Exhibitor shall thereafter be prohibited from occupying his/her display space and stand and shall immediately remove the exhibits from the event site in accordance with the Organiser's directions. Alternatively, the Organisers may do so that Exhibitor's cost and dispatch such exhibits to the address stated in the Exhibitor's Application Form.
14. All exhibits are subject to a general lien in favour of the Organisers for all sums, whether for unpaid costs of space or otherwise, due from the Exhibitor to the Organisers.
15. Exhibitors may be required to provide evidence that he/she have the financial capacity to be able to fulfil to completion orders for products solicited at the show.
16. Thursday 3<sup>rd</sup> April, 2014 a representee should attend the Pre Start meeting ***if requested*** by the Organisers prior to the Event to discuss and resolve any problems the Exhibitor may have with his/her display. Failure to attend this meeting will be accepted by the Organisers as satisfaction. Venue detail & times will be advised one week (7 days) prior to the meeting.
17. No amendment to these Contract Terms and conditions or the Rules and Regulations contained herein will be binding on the Organisers unless in writing and duly executed by a Member of the Event Committee.
18. The Organisers reserve the right to amend, alter, add to or change the Event Rules and Regulations appearing hereafter at any time at their absolute discretion.

## RULES & REGULATIONS

19. The management and conduct of the Event Rules shall be under control of the Event Committee and their decision shall be final and binding on an Exhibitor.
20. The Exhibitor shall be **bound by the terms and conditions** and shall pay the fees for site space as requested.
21. The Exhibitor shall behave in a quiet, orderly and respectable manner and be properly attired while at the Event.
22. The Exhibitor **shall not let or part with the possession** of the site space allotted or any part thereof to any other person or body except with the written permission of the Event Committee.
23. The Exhibitor must:
  - (a) **transact all business** within the boundaries of the site space allotted to the Exhibitor;
  - (b) not cause or allow any thing to overhang another site or protrude beyond the boundaries of the site space allotted to the Exhibitor;
  - (c) not to do any activity beyond the site space allotted to the Exhibitor without the express permission of the Organisers.

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24. The Exhibitor shall not erect any sign, advertisement, streamer or the like which in the opinion of the Organisers is likely **to obstruct** another Exhibitor.
25. Signage and decor shall be of a **professional standard**. Exhibitors displaying signage which, in the opinion of the Committee, is of a type not conducive to the standard of the Event may be instructed to remove same.
26. If in the opinion of the Committee any staff member of any Exhibitor who is **not conducting himself or herself in a manner conducive to the Fair** then that person's presence shall be excluded further at this or future events conducted by the Organisers.
27. All Exhibitors must be able to demonstrate that they are **the holders of appropriate licences and permits** to operate such business and that such business is normally operated from correctly approved premises.
28. **The site allotted must be staffed at all times during exhibition hours throughout the full period of the Event. Exhibits must be staffed and open for inspection and trading and should not be in breach of any Laws.**
29. The Exhibitor shall cause the Exhibitor's exhibit and stand and all goods and chattels the property of the Exhibitor to **be removed as soon as reasonably possible** from the site allotted and the environs of the site where the Event is to be conducted at the termination of the same or if required to vacate the site by the Committee in accordance with clause 39 hereof.
30. **Any damage caused** by the Exhibitor to the site or elsewhere shall be made good by and at the expense of the Exhibitor.
31. **The SHRA shall not be responsible** for any accident, loss or damage caused through, by or to an Exhibitor or such Exhibitor's exhibit and the Exhibitor hereby expressly agrees to hold the SHRA, its servants or agents harmless and to indemnify same from and against all actions, claims, suits and demands arising out of such loss or damage. This indemnity may be pleaded in bar to any action, suit or claim instituted against the SHRA, its committee, servants and agents.
32. **The SHRA shall not be liable** for any loss or misdelivery of exhibits and no responsibility whatsoever shall lie with the SHRA in relation to exhibits regardless of the circumstances giving rise to any loss or damage.
33. **The SHRA shall not be responsible for insuring any of the goods of the Exhibitor. The Exhibitor shall have or effect a Public Liability Insurance Policy which covers liability to the public for an amount of not less than \$5,000,000 in respect of personal injury to or death arising by accident to any person whosoever and in respect of any injury, loss or damage whatsoever arising by accident to property, real or personal, including property belonging to the City of Rockingham and the SHRA. Such insurance shall be in the name of the Exhibitor. This cover is to include the full period of the event including current setting-up and dismantling times and is to remain current until the site has been fully vacated by the Exhibitor. A copy of this policy IN THE REQUIRED NAME must be submitted to the SHRA BY NO LATER THAN 15 DAYS BEFORE THE EVENT.**
34. **No exhibit shall be removed from an Exhibitor's stand** during the period of the show without the permission of the Committee. Such permission shall only be withheld if the removal would interfere with other exhibits or inconvenience members of the public at the Event.
35. **The SHRA reserves the right to postpone** the holding of the Event on the dates presently arranged and to hold the same on other dates. In the event of the Event being cancelled, the liability of the SHRA to an Exhibitor shall cease on the refunding of the aforesaid site space fees.
36. **No Consumption of alcohol** at any ANY TIME outside of the allotted wine tasting area if applicable.
37. If the conduct of an Exhibitor while at the Event is such as **to create a danger** to the safety of the public at the Event or **to create a public nuisance**, such Exhibitor shall be first given a verbal warning by the Committee or its representative

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to desist from such conduct and if such Exhibitor thereafter continues with such conduct, such Exhibitor shall upon the second verbal warning by the Event Committee or its representative be forthwith ordered by said Committee to leave the Event and the Exhibitor shall do so forthwith. No monies paid by the said Exhibitor shall be refundable.

38. **Amplification of music and/or voice reproduction and/or noise** generated by demonstration of products will only be allowed subject to:
- (a) all speakers being directed inward on all stands;
  - (b) not causing nuisance or interference to any other Exhibitor;
  - (c) notification of such amplification and/or noise being given on the space application form;
  - (d) the Committee shall be the final arbiter of Clause (b).
39. Goods on display must comply with the appropriate Australian Standard for which category they are manufactured.
40. Exhibitors must fit all temporary electrical installations with an RCD residual current device (earth leakage circuit breaker), at the point of connection to any electrical installation. All power leads and devices **MUST** have current test tags attached.
41. Each Exhibitor shall comply with the provisions of **all Statutes and the Regulations** thereof in so far as they apply.
42. None of the terms and conditions herein shall be construed or applied in such a manner as to be **in breach of the Trade Practices Act 1974** or any other Statute or regulation of this, or any similar or succeeding legislation.

END OF DOCUMENT