



# ***Australian Heritage Festival***

22 to 30 August 2009

## **STALLHOLDERS' SITE CONDITIONS**

**"Festival Organisers"** refers jointly and severally to the Toowoomba Regional Council, the Jondaryan Woolshed Pty Ltd and the Jondaryan Woolshed Association and all persons, associations, corporations and bodies involved or otherwise engaged in promoting or staging of the Australian Heritage Festival.

**"Site"** refers to areas allocated by the event organisers for stalls, caravans, tents, rides or any other area occupied by individuals or organisations that derive income from such stall, ride, activity or display.

**"Site-holder"** refers to operators of such stalls, rides, activities or displays, be they individuals, firms, corporations or associations.

1. **Site fees** . as per separate schedule.
2. The Site-holder shall have a **Public Liability Insurance Policy** extended to include the Site-holder during the period of the Festival, and shall submit a copy of the policy or certificate of currency with site application.
3. **Electrical leads and Appliances** must display a current tag of inspection, OR be plugged into a currently tagged Residual Current Device (RCD). No untagged or unprotected leads or appliances will be allowed to be used on the site. A qualified person will be available on the Friday before and Saturday morning of the first day of the Festival to test and tag electrical items and leads. A fee will be charged for this service.
4. **Site set up** and displays must be completed before 9.00am on the first day of the Festival. Sites will be available for setting up on the day before the Festival from 9.00am to 7.00pm, and on the first day of the Festival from 7.00am. Sites and displays must not be dismantled before 4.00pm on the last day of the Festival, and the area must be cleared by 5.00pm on the day after the Festival.
5. The area allotted is to be used solely for the purposes specified; all business and demonstrations are to take place within the allotted area; and the site **must be open for business from 9.00am to 4.00pm every day of the Festival.**
6. Site-holders dealing in foodstuffs shall abide by any and all health regulations of the Toowoomba Regional Council.
7. Gambling, disposing of any article by lot or chance, raffles, the sale of Art Union tickets and the conducting of any competition or game are not permitted without the written permission of the Manager.
8. The CEO or his delegate shall have the power to enter any site and demand the removal of any article, sign, picture, printed matter etc. that in their opinion is not in keeping with the theme of the Festival; is not in keeping with the purpose specified for that particular site; and/or may cause offence to the public.
9. The display of advertising signs of any description is restricted to the site space allowed.

10. Site-holders wishing to bring vehicles onto the grounds **must have a vehicle pass**. All occupants must have valid passes, or must pay admission. Vehicles are to be removed from the grounds to the carpark before 9.00am daily, and no vehicles will be admitted to the ground after 9.00am and before 4.00pm.
11. **Site-holder passes are not transferable**. Sufficient passes for staff, helpers, rostered personnel etc should be obtained. It is the responsibility of the Site-holder to distribute these passes. Those without passes will be required to pay entry, which may be refunded upon application to the Festival Office.
12. **Site only is supplied**. Tables and chairs are available to hire by prior arrangement. All other requirements are the responsibility of the site-holder.
13. Site-holders must familiarise themselves with the location of the nearest fire extinguisher, fire hose, first-aid room, Workplace Health and Safety personnel and safety procedures.
14. Festival organisers shall not be held liable for any loss or damage to site-holders property for any reason whatsoever
15. The Site-holder hereby indemnifies Festival Organisers and agrees to hold them indemnified against all actions, suits, costs, claims, and demands brought against them by any person, firm, or corporation, and against all damage done either directly or indirectly to, or sustained by, any of the Festival Organisers' property, or the property of any person, firm or corporation, or person then on any part of the Jondaryan Woolshed's property, arising out of any act, or default or omission, of the Site-holder, his or its servants, workmen, or agents, or by anything owned, operated, worked or exhibited, displayed, demonstrated by or under the control, direct or indirect, of the Site-holder. All repairs to any such property may be carried out by the Festival Organisers, and the Site-holder shall pay to the Jondaryan Woolshed, the cost of such repairs upon being notified of the amount.