

ROCKINGHAM BEACH CUP STALLHOLDER TERMS AND CONDITIONS

1. GENERAL TERMS AND CONDITIONS

The Rockingham Beach Cup (**Event**) is a community festival operated by the Rotary Club of Palm Beach WA Inc (**Operator**), which is a body incorporated under the *Associations Incorporation Act 2016 (WA)*.

By completing an application to hold a stall at the Event, you confirm your acceptance of these terms and conditions (**Conditions**).

All prospective stallholders must complete an application form to express their interest in holding a stall at the Event. Application forms must be submitted by 2 October 2017 to guarantee that they will be considered by the Operator. However, completion of an application is not a guarantee that the application will be successful. Successful applicants will be sent an invoice for payment, and your booking is not confirmed until full payment of the invoice is received by the Operator.

2. STALLHOLDER PERMIT

You must obtain a Stallholder Permit from the City of Rockingham prior to the Event. You should allow sufficient time (several weeks) for this process. If you do not obtain a Stallholder Permit you will not be allowed to operate your stall at the Event.

A stall must only be operated by the person or organisation who obtained the Stallholder Permit and whose application form was accepted by the Operator.

3. INSURANCE

You must have your own Public Liability Insurance to a minimum of \$5 million per occurrence. A current copy of your Certificate of Insurance must be provided to the Operator at least 3 weeks before the Event, and failure to provide this may result in your stall being cancelled.

4. STALL SET UP

Your stall site will be allocated by the Operator and you will be notified of your stall site location prior to the Event. You must only set up at your allocated stall site location.

You may gain entrance to the Event Site from 7.30am on the day of the Event to set up. Vehicles must leave the Event Site before 8.30am, with exceptions available by prior arrangement for stallholders that wish to trade directly from their van or truck. Parking infringements may be issued by local authorities if vehicles are not removed.

You must provide your own:

- stall structures including marquees, tents or umbrellas;
- stall equipment;
- other supplies required to conduct your stall; and
- float for change for customers.

You are responsible for ensuring that stall equipment is secured for the safety of stall holders as well as Event attendees.

Your stall must be set up by 8.30am. You may commence setting up from 7.30am.

5. STALL PRESENTATION

You are responsible for keeping your stall clean and presentable during the Event.

Your stall must trade between the hours of 10.15am and 5.00pm.

6. STALL PACK DOWN

You are responsible for removing all rubbish from your stall site at the end of the day.

You may gain entrance to the Event Site from 5.00pm on the day of the Event to pack down. Vehicles must leave the Event Site before 6.00pm, and parking infringements may be issued by local authorities if vehicles are not removed by this time.

7. CODE OF CONDUCT

You must comply with any instructions given to you by the Operator during the Event.

You must not engage in antisocial, offensive or abusive conduct at the Event.

Prohibited conduct includes:

- speaking to any person (including an employee of the Operator or a Event attendee) in a manner which offends, insults, humiliates, intimidates, disparages or vilifies that other person in any way, including but not limited to, on the basis of that other person's race, religion, ethnicity, colour, appearance, gender, sexuality or the fact that the person has a disability
- use of offensive, indecent or obscene language in such a way as to interfere with the comfort and enjoyment of the Event by attendees
- threatening or abusive behaviour toward others
- blocking thoroughfares including exits
- distributing political or religious materials other than with the prior express written permission of the Operator

8. REFUNDS

If the Operator cancels the Event at least 3 weeks prior to the Event, then you are entitled to a full refund minus reasonable administration fees incurred by the Operator.

The Event will go ahead in wet weather, and you must be prepared to trade in all weather conditions. Refunds will not be available due to bad weather.

9. CHANGE IN QUALITY, NATURE OR DURATION OF THE EVENT

The Operator reserves the right to make changes to the Event in relation to:

- start time
- end time
- scheduling of entertainment and activities
- layout and location of the Event site
- vendors providing goods and services at the Event
- other matters not having a substantial effect upon the overall nature of the Event, being a festival on the foreshore of Rockingham including an inaugural horse race and family-oriented entertainment and stalls.

10. RISK

There are risks associated with attending the Event. This includes the risk of an accident causing death, permanent disability, injury, damage or loss of property.

At the Event, there will be unique risk factors present including uneven surfaces, temporary structures, crowds, consumption of alcohol, large animals including horses and variable weather conditions.

You enter the Event at your own risk.

You must take care to observe and follow all signage and instructions that you might be given by the Operator at the Event, and you should take special care at all times to protect yourself and those in your care from loss or injury.

The Operator accepts no responsibility for any injury to any person (including injury resulting in death), or loss or damage suffered by any person occurring at or around the Event including where the injury, loss or damage was caused by acts or omissions of the Operator, its employees, agents or contractors, or any other persons present at the Event.

By entering the Event, you agree to indemnify the Operator against all liability for or in respect of any claim, demand, action, proceedings, costs, expenses, loss,

damage, injury or death of any person arising out of or in connection with any of your acts or omissions, or the acts or omissions of any minors in your care, while you are at the Event.

11. BREACH OF CONDITIONS

If you breach any of the above conditions, the Operator may:

- refuse you entry to or eject you from the Event;
- close down your stall; and/or
- report your conduct to police or other law enforcement authorities.