**GENERAL TERMS & CONDITIONS FOR STALLHOLDERS AND VENDORS AT THE PROSTON CENTENARY EVENT**

1. **Preamble**

These General Terms and Conditions must be read in conjunction with the Application Form and any other documents provided by the Proston and District Heritage Association Incorporated (PDHA).

All applicants must submit an Application Form. By submitting an Application Form, Stallholders agree to be bound by these General Terms and Conditions and any other condition contained in the booking confirmation.

If a Stallholder is found to be in breach of these General Terms and Conditions the PDHA may, without warning, elect to immediately withdraw the Stallholder’s Approval to Operate.

1. **Eligibility Criteria**

The PDHA is committed to bringing high quality food and goods to the Proston & District Centenary Event. We will give preference to the following types of Stallholders:

* Producers who grow, make or produce their products within a 200km radius of Proston.
* Artisans who make authentic exciting products.
1. **Gift in lieu of Payment for Stall Site**

By submitting an Application Form, Stallholders agree to make a one-time gift of $25.00 to the PDHA. Stallholders acknowledge that PDHA is a non-profit charity and that gifts of funds will be used to pay for event costs being incurred by the PDHA. No other stall site payment will be sought from Stallholders by PDHA, except when applicable under 4.

1. **Extraordinary Charges, Fees or Costs**

Should PDHA incur any extraordinary charges, fees or costs as a result of Stallholder activity at the Centenary Event, PDHA will be entitled to be reimbursed for such costs by the Stallholder, within a reasonable time frame, and may, at its discretion, invoice the Stallholder for those costs. Example of such additional costs may include (but is not limited to) costs of maintenance of PDHA equipment, extraordinary cleaning charges, contract electrical charges from the use of faulty equipment or any other outlay reasonably incurred by PDHA in relation to one or more Stallholders.

1. **Attendance**

Stallholders agree to operate at the Proston Centenary Event on Saturday 30 September and Sunday 1 October 2023. Stallholders may also operate on Friday 29 September by approval of the Event Director.

The Centenary Event will proceed rain, hail or shine. It is the responsibility of the Stallholder to attend the event. Stallholders acknowledge that it is not PDHA’s responsibility if, for any reason, a Stallholder is unable or does not wish to attend on the specified event dates.

1. **Trading Times and Vehicle Access**

PDHA will make reasonable endeavours to provide as much notice as possible of any changes to trading times in accordance with the Centenary Event Program. Stallholders will comply with the following trading and vehicle access requirements:

* Stallholders may commence set-up no earlier than 4.00am on Saturday 30 September 2023, unless by prior approval by the Event Director.
* Stallholder vehicles may enter and depart the Proston Railway Park Precinct at no more than 4km/hr with hazard lights flashing to unload and pack up your Stall Site.
* Stallholder vehicles must be removed from the Proston Railway Park Precinct no later than 6.30am on Saturday 30 September 2023 and parked in the designated Stallholders carpark.
* There must be no Stallholder vehicle movement in the Proston Railway Park Precinct until 6.00pm on Saturday 30 September and Sunday 1 October 2023, and only then when most customers have departed the site and the PDHA Event Director gives permission to depart (with due consideration to remaining customers).
* Stallholders are not permitted to pack up and leave the Stall Site because of rain or any other weather conditions without the consent of PDHA Event Director. If Stallholders sell out of product prior to the Event closing time they are not permitted to pack up and leave early without the express consent of PDHA. The gazebo must not be dismantled, and a prominent sign should be displayed, similar to 'SORRY - (Stallholder's name and the products being sold) SOLD OUT! Talk to us about placing an order."
1. **Stallholder Sites**

Stallholders agree and acknowledge that they are restricted to their allocated Stall Site.

Stallholders obtain no right, title or interest in their approved Stall Site and cannot transfer or otherwise deal with a Stall Site. This applies irrespective of any advance payment made. Stallholders acknowledge and agree that PDHA may move Stallholders to a different site on different days of the Centenary Event.

1. **Compliance with Statutes and Regulations**

Stallholders must ensure that their business is registered in accordance with all relevant State Government and local Council regulations.

1. **Equipment**

Stallholders must use their own judgement about what equipment is required for the selling of their produce or products. PDHA does not supply equipment to the Stallholders. Stallholders will need to bring everything required, including but not limited to coloured gazebos, trolleys, gazebo metal or cement weights, ropes, tarpaulins, tables, tablecloths, chairs and display equipment. And, don't forget your float!

Gazebos must be adequately weighted down with 15kg metal or cement weights on all legs at all times for work, health and safety reasons. When severe weather is forecast 30kg metal or cement weights must be used on all gazebo legs. PDHA staff will inspect Stallholders’ gazebos to ensure weights are being used appropriately. Weights are mandatory and must be used. Failure to provide weights for whatever reason will result in management requiring the stallholder to dismantle the gazebo or gazebos immediately. Work health and safety and public liability laws apply at our Centenary Event.

In a food preparation area, suitable safe ground cover must be used to guard against oil or other ingredients’ spillages. PDHA will not be liable to Stallholders for damaged or broken stock, however caused.

Gas Bottle Safety – where food stalls have gas bottles onsite – please ensure it is connected to an appliance even when not in use or stored away for any food stalls. LPG Safety checklist should be completed by the stallholder and available for inspection if required.

1. **Power and Electrical Equipment**

Electricity, if available, will be provided for an additional cost. Electricity is only available for the purpose approved and will be subject to availability at Proston Railway Park. Stallholders acknowledge that PDHA provides no warranty as to the availability of electricity and Stallholders will not be entitled to any refund or compensation due to any issues relating to the supply of electricity.

PDHA does not provide any equipment for Stallholders to connect to the electricity. Stallholders may only use power leads and electrical equipment that are safe, comply with Occupational Health and Safety requirements, and are tested and tagged. PDHA reserves the right to inspect electrical equipment and cables at any time. Stallholders will be asked to remove immediately equipment in circumstances where the equipment is untagged or tagged out of date.

Electric power leads must be heavy duty construction standard, connected to PDHA provided power boards or wall power outlets and used with due consideration so they do not impede the safe public walkways for members of the public.

1. **Food Preparation for Sale to the Public**

Stallholders selling ready to eat food acknowledge that it is their responsibility to comply with any applicable food stall licencing required by the South Burnett Regional Council. A copy of this licence must be kept at the Stall site for inspection by Council if needed.

If PDHA reasonably believes that a Stallholder is not complying with any laws or requirements regarding the preparation, presentation, or sale of food, then PDHA may withdraw the Stallholder’s Approval to Operate at the Centenary Event.

1. **Rubbish, Waste and Recycling**

In all instances, rubbish and waste (whether liquid or solid) must be taken away at the end of the Centenary Event. No rubbish can be placed in the wheelie bins provided for the public's use. No liquids of any sort or oils can be tipped down drains or sinks.

The Stall Site must be left in the condition it was found. Should a Stallholder not make good their site at the end of the Event, PDHA reserves the right to charge Stallholders a Cleaning Fee.

1. **Parking**

Stallholders and their staff must park their vehicles where directed by PDHA. All other car parking spaces must only be used by visitors to the Centenary Event.

Any Stallholder or staff member found to be parking contrary to PDHA’s directions will be deemed to be in breach of these General Terms and Conditions.

Stallholders remain liable for any parking infringement notices, damage to vehicles or related issues regarding parking of their vehicles.

1. **Covid-19**

Stallholders agree that they will read and comply with any policies or procedures issued by the relevant authorities.

1. **Insurance**

All Stallholders must have current public and product liability insurance providing a minimum of $10 million cover. Stallholders must provide evidence of current insurance cover prior to trading at the Centenary Event and thereafter upon reasonable request from PDHA and must have a copy of the Certificate of Currency at the Centenary Event.

Stallholders must also have current WorkCover Insurance for all employees, if applicable. Stallholders agree that they will otherwise hold any forms of insurance that are reasonable to protect themselves and their property against any loss or damage.

1. **Liability and Indemnity**

A Stallholder indemnifies PDHA against all claims, damages, costs, or expenses which PDHA may sustain or incur or for which PDHA may become liable as a result of:

(a) loss, damage, or injury from any cause to property or person at the Centenary Event occasioned or contributed to by the neglect or failure of the Stallholder or any servant, agent, or invitee to perform any of the conditions of this agreement

(b) loss, damage, or injury from any cause to property or person caused or contributed to by the Stallholder, or any servant, agent, licensee, invitee arising out of the activities of the Stallholder at the Centenary Event; and

(c) any personal injury sustained by any person in or about the Stallholder’s Stall Site resulting from any cause whatsoever.

Stallholder agrees that they attend and trade at the Centenary Event at their own risk. Stallholder agrees that PDHA will not in any circumstances be liable to the Stallholder for any personal injury or damage to the equipment, merchandise, stock-in-trade, or any other property of any description in the possession of the Stallholder at the Centenary Event.

Stallholder agrees that PDHA will not be liable for any loss of profits resulting from the damage even if the damage occurs by reason of any act or omission by PDHA, its volunteers or agents.

1. **Termination – Early**

Stallholders who receive approval for a stall site agree to provide a minimum of one month written notice prior to the Centenary Event if they wish to terminate their stall site agreement.

1. **Force Majeure**

In the event that PDHA is unable to operate the Centenary Event, or is otherwise unable to comply with its obligations under this Agreement, as a result of a Force Majeure, or for some other reason outside the control of PDHA, then PDHA is not:-

(a) liable for any costs, damages, or loss incurred by the Stallholder as a result of the delay or cancellation of the Centenary Event; or

(b) required to refund to the Stallholder any Stall Fees or other fees paid to PDHA in relation to any delayed or cancelled Centenary Event.

1. **Contingency Plans for Hazardous Weather**

The Stallholder agrees to comply with PDHA contingency plans for hazardous weather.

1. **Emergency Evacuation Management Plan**

The Stallholder agrees to comply with the PDHA Emergency Evacuation Management Plan.

1. **Governing Law**

These Terms and Conditions will be construed in accordance with the laws of Queensland.

1. **Acknowledgement of Country**

The Proston & District Heritage Association Inc. respectfully acknowledges the traditional custodians and owners of the land on which our Centenary Event will be located in the South Burnett Region and recognizes their continuing connection to land, waters and community. We pay our respects to them and their culture and to Elders both past, present

and emerging.