

## Market Stall Booking Form – Terms and Conditions

1. The allocation of a site at the Event is subject to the Organiser accepting this registration of the Site Holder.
2. The Organiser reserves the right to refuse to accept the application of a Site Holder without providing reasons. Without limiting this right, the Organiser reserves the right to refuse to accept late applications.
3. All site fees are payable in advance at the time of application. Once the Organiser accepts an application, there will be no refunds under any circumstances.
4. Sites do not include access to water or power. The Organiser's approval must be obtained to use a generator. The event does not provide any furniture or stall weather protection. Site Holders must bring their own gazebo and tables/chairs.
5. A Site Holder who sells or supplies food items must comply with all applicable laws relating to the handling and supply of food.
6. Cleanliness of site and surrounding areas is the responsibility of each Site Holder.
7. The Organiser reserves the right to determine the types of sites allowed and the location of sites at the Event.
8. Each Site Holder is responsible for any goods sold and/or services provided by it at the Event. No responsibility is accepted by the Organiser.
9. Each Site Holder agrees to abide by the directions of the Organiser and to comply with all applicable laws, including but not limited to any direction to vacate a Site.
10. The Organiser reserves the right to reschedule or cancel the Event without providing reasons. The Organiser will not be liable for any loss of a Site Holder arising from rescheduling or cancellation.
11. The Site Holder agrees to indemnify the Organiser including but not limited to Tamworth Regional Council, its employees, agents and officers, Section 355 Committee members and nominated volunteers, and hold harmless against all actions, suits, claims, demands, proceedings, losses, damages, compensation, charges and any expense whatsoever in respect of costs (including solicitor and client costs) or damages suffered or incurred as a result of or in connection with:
  - (a) personal injury to or death of any person or damage to any property caused by or contributed to (but only to the extent of the contribution) by the Site Holder's participation in the Event; and/or
  - (b) property damage; and/or
  - (c) nuisance; and/or
  - (d) the sale of goods or provision of services by the Site Holder at the Event;
  - (e) the Site Holder's breach of these conditions; or
  - (f) any negligent or unlawful act or omission or wilful misconduct of the Site Holder or any employee, agent or officer of the Site Holdercause or contributed to by the negligent act or omission, breach of conduct, or breach of statutory duty by (the Site Holder) and/or Guests and arising out or incidental to, the use of (The Premises).

## Site Set Up/Pack Up Procedures:

- No sites are to be set up without the permission of the Organiser.
- Each Site Holder will set up only on the area allocated by the Organiser.
- Set up is from 6:00am on the day of the Event.
- Sites must be set up by 8:30am on the day of the Event. All vehicles must be removed from the stall holder area by 8.15am.
- Equipment (including tables, gazebos/marquees) and any items for sale must be contained within the area allocated for the site.
- Sites must not be dismantled before 2:00pm on the day of the Event.
- Sites may be packed up from 2:00pm and the site including all waste vacated by 3:00pm on the day of the Event
- Vehicle entry to site area will be via the designated driveway(s).
- Vehicle exit from the site area will be from designated driveway(s) only. Stall Booking Conditions

**The above conditions apply for entry into the Piammore Recreation Reserve Committee's Pickers Market Day event and all participants must adhere to these conditions of entry. The stall holder/s shall hereby abide by the instructions and conditions from Tamworth Regional Council and its representatives. The Site Holder/s indemnifies and holds harmless Tamworth Regional Council its employees, agents and officers, Section 355 Committee members and nominated volunteers from all loss, damage, cost, or expenses (including legal costs and the cost of settling any action) arising from any act or omission, (whether based in negligence or any other form of legal liability) in relation to the operation of the stall and the sale of goods therefrom. This indemnity include but is not limited to all claims by third parties howsoever arising and regardless of whether the damage the subject of such claims is direct, indirect or consequential. I will accept full liability in relation to any claims made to Tamworth Regional Council by any third party in relation to the operation of the stall and the sale of goods therefrom.**

## Fees:

- Fees are Payable to the Piammore Recreation Reserve S355 committee.  
**Bank Details:** Piammore Recreation Reserve  
**BSB:** 802-298  
**Account Number:** 100092479
- Entry fee is \$25.00 per site/ per day. Please note there is no electricity available.