

# TERMS & CONDITIONS

## 2022 FAIR DAY STALLS

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As at Friday, 19<sup>th</sup> October 2021 this application is for Expressions of Interest (EOI) to be a stallholder at Sydney Gay and Lesbian Mardi Gras's Fair Day, 2022. Once approval has been granted by NSW Health payment will be requested from successful applicants. Applicants will have 14 days to make payment or their successful EOI will be forfeited.

These terms and conditions ("T&Cs") apply to your application ("Application") to be a part of the Sydney Gay and Lesbian Mardi Gras Fair Day ("Fair Day" or the "Event") as a Stallholder ("Stallholder").

Fair Day will be held on Sunday 20<sup>th</sup> February 2022 from 10:00am to 9:00pm at Victoria Park, Camperdown, or such other time, date or place as Sydney Gay and Lesbian Mardi Gras Limited ("SGLMG") may determine, in its absolute discretion (the "Venue").

All Stallholders must complete an online application ("Application") through the online application system as provided by SGLMG.

By completing an online application for this event you agree that you have read SGLMG's Privacy Policy at <https://www.mardigras.org.au/site-terms-privacy>.

By submitting an Application to participate in Fair Day, you accept these T&Cs. These T&Cs, together with any agreement to purchase a stall or other such 'activation' at the Event, constitute the entire agreement of the parties and its subject matter and any other agreements, understandings and negotiations on the subject matter have no effect. These T&Cs can only be varied in writing by SGLMG.

The person submitting this application is responsible for ensuring each employee, volunteer and/or agents are aware of these T&Cs and ensure that they comply. All organisations are subject to these T&Cs, regardless of whether the stall or activation is paid or through a partnership with SGLMG.

Any breach of these T&Cs may result in immediate removal from the Event. No refunds will be provided in the case of removal due to breach or perceived breach of these T&Cs. The decision of SGLMG is final.

### Definitions

**Commercial Stall (Food or other)** - Operating for profit as a registered company or business e.g. food, including food trucks, retail and services

**Small Business (Food or other)** - Artisan products that are not commercially made e.g. artist made items, hand crafted pet goods or small producer of baked goods

**Small Community Stall** means a stall run by a not-for-profit community/volunteer-run organisation of which proof of 'not for profit' status must be provided on request. Annual Revenue of less than \$350,000 (LGBTQ+, Health, Arts, Community organisations)

**Large Community Stall** means a stall run by a not-for-profit community/volunteer-run organisation of which proof of 'not for profit' status must be provided on request. Annual Revenue of more than \$350,000 (Government organisations, Political parties, national + international NFP)

# TERMS & CONDITIONS

## 2022 FAIR DAY STALLS

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### Your Application to participate in Fair Day:

1. **Food Stalls (Commercial & Small Business)** – The following specific T&Cs apply to the Application for all Food Stallholders, and for the conduct of, Food Stalls at Fair Day:
  - a. You must hold a current valid annual City of Sydney Council food license for a temporary food stall valid at the date of the Event;
  - b. You must comply with all requirements of the City of Sydney in relation to operating a temporary Food Stall. Any breach of these requirements and any other applicable City of Sydney regulations may lead to your stall being closed down, without refund, by City of Sydney representatives;
  - c. You must comply with the relevant requirements of the NSW Food Authority;
  - d. For the avoidance of doubt, it is entirely the responsibility of the Food Stallholder to ensure that all aspects of their Food Stall comply with the requirements of the City of Sydney. SGLMG and the City of Sydney reserve the right to close down any Food Stall at any time during the Event;
  - e. The final closing date for Applications Stall is 1:00pm Friday 12<sup>th</sup> November 2021. Applications after this date will be solely at the discretion of SGLMG and may be subject to a late payment fee
  - f. Payment for successful stall applications must be paid within two (2) weeks of notification, or your successful application will be considered forfeited
  - g. The preparation and sale or provision of food and all food vendors must comply with City of Sydney's requirements (including all approvals and permits) for the operation of temporary food stalls including but not limited to: Council's health conditions, the NSW Food Authority, the Food Act 2003, Food Regulations 2010, and Council's Food Standards Code. Drop sheets, port-a-floor or a similar non-permeable, non-slip matting must be placed under all cooking and serving areas
  - h. No gas barbeques shall be allowed within the confines of the venue unless approved.
  - i. No open flames shall be permitted within the confines of the venue unless approved
  - j. Food stalls, preparation and refreshment areas must have appropriate separate hand-held fire extinguishers
  - k. You must not sell single-use plastic water bottles
  - l. You must adhere to the City of Sydney's [Guidelines for Single Use Items](#)
2. **General Stalls (All non-food stalls)**- The closing date for Applications and payment for a General Stall is 1:00pm Friday 12 November 2021. Applications after this date will be solely at the discretion of SGLMG and may be subject to a late payment fee.
3. You have the sole responsibility for informing yourself of, and managing the status of, your Application. SGLMG is not responsible for any loss associated with a failure by you to accept or exploit an Application.

## TERMS & CONDITIONS

### 2022 FAIR DAY STALLS

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4. SGLMG may accept or reject any Application from you to participate in Fair Day in its absolute discretion and without giving reasons. Without prejudice to the generality of this clause 4, SGLMG will not accept the following Applications:
  - a. Any Application which is incomplete
  - b. Any Application for a Food Stall from a participant who does not hold a current valid City of Sydney Council food license;
  - c. Any Application from a former participant of Fair Day who:
    - i. Has demonstrated poor performance or behaviour as determined by SGLMG, in its absolute discretion;
    - ii. Has broken previous contractual commitments to SGLMG; or
    - iii. Is liable to SGLMG for outstanding fees; and,
  - d. Any Application from a participant which may conflict with or may prejudice SGLMG's existing partnership or sponsorship arrangements, as determined by SGLMG in its absolute discretion
  - e. Any Applicant who does not align with the values of Sydney Gay and Lesbian Mardi Gras and the LGBTQI+ communities
  - f. Any Applicant which does not comply with the [SGLMG Ethics Charter](#)
5. SGLMG will confirm receipt of all Applications by email.
6. Fees must be paid in full, by credit card on confirmation from SGLMG that the participant's Application has been accepted. Participation in Fair Day will not be permitted unless all applicable fees have been paid in full, including any late payment fees which have been applied by SGLMG.
7. Late Applications may be accepted in SGLMG's absolute discretion, provided that the late applicant pays the Late Application Fee of \$200.00 (plus GST) at the time of submitting their late Application.
8. Fees are non-refundable. No refund will be issued after the close of Applications including in circumstances where you do not attend Fair Day, Fair Day is cancelled due to bad weather or for any other reason. See Point 24 for COVID-19 exemption.

#### Your participation at Fair Day

9. Participation at Fair Day is conditional on the following:
  - a. All persons involved must treat their colleagues, volunteers and employees fairly and consistently, in a non-discriminatory manner, with full regard for their rights and obligations and actively avoiding harassment or discrimination against colleagues, members, volunteers, or general public on the grounds of sex, sexual orientation, gender identity or expression, gender, age, race, cultural background, physical or mental impairment, political or religious conviction;

## TERMS & CONDITIONS

### 2022 FAIR DAY STALLS

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- b. Each stall and activities associated with a stall must be consistent with the objects of the SGLMG's constitution, available from our [website](#) as determined by SGLMG in its absolute discretion; and
  - c. Stallholders must comply with all laws, including local laws and all other legal requirements relevant to the operation of the event and use of the venue and to ensure that all employees, agents and other persons associated with the Stall also comply
  - d. Stallholders must comply with these T&Cs
  - e. Stallholders agree to accede to all directions or requests given by any Authorised Representative of Sydney Gay and Lesbian Mardi Gras
10. In respect of your stall and your conduct and activities at Fair Day, you must:
- a. Construct and decorate your stall to a high standard;
  - b. Only display, distribute, offer for sale or otherwise use your stall for the purposes set out in your approved Application;
  - c. SGLMG adheres to the City of Sydney's [Guidelines for Reducing Single Use Items](#). This includes distribution of all flyers. For more information refer to document [here](#)
  - d. Only use recyclable packaging and biodegradable containers. The use of plastic or polystyrene packaging and containers is strictly prohibited
  - e. Ensure all venue structures and surrounds are to be maintained in a clean and tidy manner at all times, all waste and general rubbish is to be cleared on a regular basis
  - f. If you provide your own structure or vehicle, you must provide engineering certification
11. In respect of your stall and your conduct and activities at Fair Day, you must not:
- a. Use microphones, loudspeakers, amplified voices or amplified music unless authorised in writing prior to the event by SGLMG;
  - b. Bring your own cool room. SGLMG will make available shared cool rooms for hire.
  - c. Promote any other third party or partner without the expressed permission of SGLMG
12. The distribution of handouts or other material or charity collections outside of your stall is not permitted. Walkabouts or roving distributors or collectors are not permitted
13. You must comply with all relevant laws and industry codes of practice including the guidelines set out in the Work Health and Safety Act 2011 and related regulations for maintaining a safe working environment.

#### COVID-19 Safety Protocol

- 14. All stallholders must comply with up to date COVID Safety guidelines provided by NSW Government
- 15. All stallholders must agree to stay home when feeling unwell, showing symptoms of COVID-19, or are required to isolate

## TERMS & CONDITIONS

### 2022 FAIR DAY STALLS

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16. In line with the NSW Government, all people attending Fair Day in any capacity must comply with the NSW vaccination requirements and must produce evidence on entry
17. If a single person associated with a stall presents symptoms, the entire stall may be removed from the site at the discretion of the Executive Producer
18. It is recommended that stallholders wear a face mask, follow physical distancing guidelines and supply hand sanitiser at their stall or food truck
19. All stallholders selling food and/or drinks must complete and submit their own individual COVID Safe Plan. More Information [here](#).
20. All stallholders are not permitted to hand out any food or drink sampling
21. A stallholder may be removed from the event site if COVID-19 protocols are breached
22. Stallholder must minimise physical contact, e.g. No handshakes, no kissing or hugging, no spitting
23. Refunds will only be granted to stallholders if the event is cancelled due to COVID-19

#### Your use of the Venue

24. Allocation of stalls will occur within the week prior to Fair Day and SGLMG will confirm the allocation of stalls at the briefing prior to Fair Day. SGLMG does not guarantee allocation of particular sites to you nor the location of related or competing stalls. If you have not heard from SGLMG within five (5) days of Fair Day, it is your responsibility to contact SGLMG directly to confirm your stall location
25. Electricity, if required, must be requested from SGLMG and paid for in advance. Electricity is provided on the following conditions:
  - a. You must provide SGLMG with accurate information regarding the amount of electricity required;
  - b. You must supply all required adaptors and leads to connect to the electricity supply;
  - c. You must ensure that all electrical appliances, cables and leads are appropriately tested and tagged by a qualified person in advance. SGLMG production will conduct random inspections to ensure this requirement is met;
  - d. If items are not tested and tagged on the day of the event, SGLMG may in its absolute discretion require you pay a penalty fee or leave the Venue immediately; and,
  - e. You must ensure that all power boards are installed with an RCD or safety switch and no double adaptors are allowed
26. Stalls requiring electricity may be grouped together to facilitate the setup of the electrical infrastructure. Therefore, SGLMG retains entire control over location of various Stalls based upon their requirement for electrical power.
27. You must not run off any fat and / or grease at the Venue. All waste material must be collected and contained by you and removed from the Venue and not poured down drains or onto the grass.

## TERMS & CONDITIONS

### 2022 FAIR DAY STALLS

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28. You must keep your stall and the immediate surrounds (front, rear and sides) tidy and clear of rubbish and other garbage during Fair Day. You must leave the area of your stall in the same condition as you found it. If the area of your stall is not left clean and tidy or your activities are creating unwanted rubbish outside the area of your stall, SGLMG may in its absolute discretion require you pay a cleaning fee.
29. You are not permitted to use any spikes or create any holes in the surface of the Venue. Any breach of this may incur a \$500 fee.
30. Stallholders must include adequate measures to ensure that the Venue is protected from damage, including:
  - a. Protection of grass
  - b. Protection of sensitive garden beds and plantings
  - c. Protection of trees by not placing any structures within 5 metres of each tree trunk.
  - d. No signs or other structures are to be attached to trees unless approved by Council
  - e. No glassware is permitted to be used
  - f. For the removal of doubt, the venue must be left in the same condition as it was in prior to the event

#### On Fair Day

31. The Fair Day venue will be closed to all stallholders until 5.30am on the day of the Event, unless provision is made by SGLMG to set up on the day prior to the Event for purposes of Stall setup. All stalls must be ready to trade by 9.45am. Deliveries must not arrive before the allotted arrival time and any deliveries arriving outside the allotted time (including before Fair Day) will not be permitted.
32. Due to occupational health & safety requirements, after 9.30am and until advised by the Producer, Event Production Manager, Site Manager or Festival Coordinator, no vehicles will be permitted at or onto the Venue. Stallholders will be notified of the dismantling and final departure time during the day of the Event.
33. Drip trays shall be placed underneath all vehicles whilst located within the venue.
34. Vehicles are not permitted to drive or park beneath the dripline of any tree within the venue under any circumstances.
35. Paved pathways only shall be used for vehicles entering and leaving venue. These paths have a 6.6 Tonne Maximum Axle Capacity.
36. The gravel paths within Victoria Park are non-trafficable and as such no vehicles are permitted to pass on these pathways. Any damage to non-trafficable paths from vehicle movement during Fair Day activities by Stall Holders will be documented and costs associated with remedying the damage will be the responsibility of the individual driving the vehicle.
37. Authorised vehicles must be escorted through the venue and not exceed walking pace.

## TERMS & CONDITIONS

### 2022 FAIR DAY STALLS

---

38. Vehicles are not permitted to drive on grassed areas within the venue unless turf protection measures such as Protrack, plywood boards or similar measures are used for all vehicle movements.
39. Changes to the trading times for bars and performance times for stages will be determined by SGLMG in its absolute discretion. SGLMG reserves the right to cease the Event, or aspects of the Event at any time at its absolute discretion. You will not be entitled to any compensation if SGLMG determines to cease the ceasing of the event or any aspect of it.

#### **Restricted activities and prohibited items**

40. Any breach of the below terms will result in the immediate closure and removal of the Stall from the Event.
41. SGLMG is the sole and exclusive supplier at Fair Day of prepacked alcoholic beverages. Applications to sell or distribute these types of product will not be accepted.
42. Stalls are not permitted to distribute free / complimentary bottles of water or sell any prepacked alcoholic beverages in any circumstances.
43. SGLMG prohibits the following items from Fair Day and such items must not be displayed, distributed, provided for free or offered for sale:
  - a. X-rated or pornographic material; or
  - b. Any items which infringe any third-party intellectual property rights (including, trademarks, copyright or passing off); or
  - c. Toy guns, cap guns, noise makers, fireworks of any kind, weapons (real or replica) of any kind or similar products; or,
  - d. Balloons; or
  - e. Any dangerous or illegal substances of any kind.
44. Public nudity (i.e. full-frontal nudity of lower genitalia) is not permitted at Fair Day. You must comply with the minimum dress code, which is underwear or swimwear.

#### **SGLMG's existing goods and services arrangements**

45. You acknowledge that SGLMG has entered into licensing, sponsorship and other commercial agreements in respect of Fair Day. Where SGLMG notifies you that it has entered into an agreement for the provision of a particular good or service in respect of Fair Day, you agree to use your best endeavours to use SGLMG's provider of such goods or services.
46. No sponsorship, advertising or any kind of marketing activity is permitted at Fair Day without the prior written approval of SGLMG. SGLMG may refuse any sponsorship advertising or other marketing activity in its absolute discretion and without giving reasons. Without prejudice to the generality to this clause 18, SGLMG may have regard to (but is not required to) the following circumstances when considering whether or not to permit sponsorship advertising or other marketing activities:



## TERMS & CONDITIONS

### 2022 FAIR DAY STALLS

---

- a. The approval to conduct sponsorship advertising or other marketing activities at Fair Day is subject to certain conditions imposed by SGLMG (including the right to withdraw such approval at any time); and
- b. The sponsorship advertising meets height and size requirements specified by SGLMG.

#### Insurance

47. You must obtain and maintain the following policies of insurance:
  - a. public liability insurance policy for an amount not less than \$20,000,000 AUD or such other amount as SGLMG may specify from time to time (on reasonable notice), being the amount that may be paid arising out of any one single accident or event;
  - b. All required statutory workers' compensation insurance or in the case of a sole trader, income/accident protection insurance and otherwise comply with all statutory workers' compensation requirements; and,
  - c. Any other insurance that would be taken out by a reasonably prudent stallholder conducting an enterprise of the same or similar nature to your stall on Fair Day.
48. The above policies of insurance must be in the name of the applicant for the stall, note the interest of SGLMG and include a cross-liability clause.
49. You must provide SGLMG with certified copies of certificates of currency for the above insurance policies at the time of Application or as otherwise requested by SGLMG.
50. You must display a current certificate of currency of public liability insurance and worker's compensation insurance at your stall at all times. You are responsible for ensuring that all third parties delivering or working at your stall are suitably insured.

#### Consequences of breach any of these T&Cs

51. Without prejudice to any other rights SGLMG may have, if SGLMG determines in its absolute discretion that you are in breach of any of these T&Cs SGLMG may confiscate an offending item (to be returned after the event), close your stall or ask you to immediately leave the venue (as the case requires), without refund of any fees paid to SGLMG.

#### Limitation of our liability

52. You are solely responsible for your property including your produce, equipment, materials and machinery.
53. SGLMG is not liable for, and accepts no responsibility in connection with:
  - a. Any theft, breakage, flooding, water, storm, electrical failure or any other form of loss or damage you may incur (however so arising);
  - b. The overnight storage of any items at the Venue; or,
  - c. Any loss or damage caused to any third party (including damage to the Venue) by your, or your employee's, volunteer's or agent's produce, equipment, materials and machinery.



## TERMS & CONDITIONS

### 2022 FAIR DAY STALLS

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54. You agree to indemnify and keep indemnified SGLMG, its officers, employees, volunteers, sponsors and supporters, against any liability, loss, damage or expenses suffered by them arising from or in connection with:
- Your participation in Fair Day;
  - These T&Cs;
  - Any act or omission of yourself, your employees, your volunteers or agents; and,
  - Any non-compliance by you, your employees, your volunteers or agents with any regulation or law (whether administered by local, state or federal government bodies).
55. You release (and must procure your employees, volunteers and agents release), SGLMG from any claim, action, liability, loss, damage or expenses arising from or in connection with your participation (or otherwise) in Fair Day.
56. SGLMG's maximum liability to you in connection with Fair Day is limited to the amount of fees actually paid by you to SGLMG under these T&Cs.
57. SGLMG will not be liable for any claim for loss of income, loss of profits or any special or consequential damage or loss however arising including our breach of these T&Cs, negligence, wilful act or omission or default.

#### Force Majeure

58. If Fair Day is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or government action, labour disputes, 'Act of God' or any other causes beyond the control of SGLMG, SGLMG is excused from any and all obligations under these T&Cs to the extent that Fair Day is prevented, hindered, or delayed by such causes.

#### Miscellaneous

59. You agree that you must do, at your own expense, everything reasonably necessary to give full effect to these T&Cs.
60. You are not allowed to sub-contract, assign or otherwise transfer your stall, or part of your stall, to a third party.
61. These T&Cs are governed by the laws of the State of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of that State and those courts entitled to hear appeals from them.