

MAREEBA, CAIRNS HINTERLAND 30 SEPTEMBER - 2 OCTOBER 2022

SAVANNAH inThe ROUND

TERMS & CONDITIONS

1 General

- 1.1 The entertainment precinct of SitR is open from 2pm until 2am the following morning on Thursday, 29 September 2022 and 7am until 2am the following morning on Friday, 30 September; Saturday, 1 October; and Sunday 2 October 2022. Stallholders are encouraged to trade from 2pm until late on Thursday (but must trade from at least 4pm until 10pm), and from early til late on Friday, Saturday and Sunday (but must trade from at least 10am to 9pm).
- 1.2 The stall must be clean and presentable at all times. Any stall that does not present/operate to the expectations of SitR Management will be asked to correct its operation. If corrections have not been actioned within two hours, permission to continue trading at the Festival will be withdrawn without refund, payment or compensation.
- 1.3 The Stallholder will not bring or permit to brought onto the site any dog or other animal.
- 1.4 The Stallholder will not use amplifiers or loud speakers, whether at the stall or otherwise.

2 Approval of Goods Sold

- 2.1 SitR Management has overall control of signage, material or products sold or displayed at the Festival.
- 2.2 The Stallholder shall only provide the goods or services approved by SitR Management. The Stallholder will not conduct any other business or activity on the Site, including but not limited to games, auctions, raffles, competitions, hawking or promoting.
- 2.3 SitR Management reserves the right to prohibit offensive or dangerous goods from being sold or displayed on the Site. Examples of banned items include but are not limited to: apparel featuring explicit slogans or imagery, knives, drug-related goods, fireworks, laser pointers, pellet/spud guns etc.
- 2.4 SitR Management reserves the right to prohibit goods featuring the Festival's intellectual property (including logos or branding elements), artist names, artist imagery etc., as well as goods that infringe upon the copyright of third parties.
- 2.5 SitR Management, through their authorised agents, may attend and inspect the stall at any time to determine compliance with the Terms & Conditions herein, and may remove, or require the removal, of any person, item or thing (and whether or not such item or thing otherwise falls within the definition of approved goods or services) that in the sole discretion of SitR Management:
 - a) is not appropriate for display;
 - b) may cause offence;
 - c) is an item or thing other than the approved goods or services; or
 - d) is a person, item or thing about which a complaint has been made.
- 2.5.1 At the sole discretion of SitR, the Stallholder may be asked to remove the offending item or thing, but SitR will be under no obligation to first make a demand for the Stallholder to remove the item or thing before actually removing the item or thing.
- 2.5.2 At the conclusion of the Festival, SitR will use its best endeavours to return to the Stallholder any item or good removed by SitR pursuant to clause 2.5; however, SitR will be under no obligation to ensure that the item or good is returned to the Stallholder in the same condition, or at all.
- 2.6 The Stallholder will not provide, promote or sell (or attempt to provide, promote or sell) by any means whatsoever any goods or services which compete, or which in the sole discretion of SitR Management may be regarded as competing with goods or services of any official SitR sponsor.
- 2.7 The sale of tobacco or cigarettes is prohibited.
- 2.8 The Stallholder must be on the Site to accept all deliveries for their stall. SitR Management will not direct delivery companies to individual stalls.

3 Camping

- 3.1 Camping for Stallholder staff is available free of charge on a large unpowered campsite.

4 Vehicle Access

- 4.1 Delivery access is at the sole discretion of SitR Management and may only be permitted during designated hours.
- 4.2 Deliveries by truck or forklift may only occur by prior arrangement with SitR Management.
- 4.3 Vehicles on the Site may only travel at walking pace, with hazard lights operational.
- 4.4 The Stallholder may not bring motor vehicles onto the Site without the written prior consent of SitR Management, which may be granted or withheld, or granted subject to such terms and conditions as SitR Management may determine in their absolute discretion.

5 Stall Diagram

- 5.1 A dimensioned stall diagram or sketch is required prior to arrival on the Site. This diagram should depict the final setup state of your stall:
- a) draw bars must be shown and included if they are not removable;
 - b) removable draw bars need not be shown; however, please indicate on the diagram which side your stall is towed from;
 - c) dimensions should include total space (m²) that your stall requires, including awnings which must be open for operation, guy ropes, and drawbars; and
 - d) any associated vehicle is to be included in the sketch.
- 5.2 Stall space at the Site is at a premium and your position is allocated based on the information provided in your registration. Failure to accurately show all space requirements on the sketch may result in your position not being available on arrival at the Site.
- 5.3 All racks, umbrellas and tables must be part of or attached to the actual stall structure and must not impact the pedestrian thoroughfare or impede on the neighbouring stalls' boundaries.
- 5.4 Everything in or around the stall must be securely anchored and capable of withstanding strong winds and weather conditions.
- 5.5 All structures must meet the Australian Standards, be fire retardant, and be to a quality to withstand severe wind and rain.

6 Electricity

- 6.1 SitR Management may operate generators which use biodiesel, petrol or diesel.
- 6.2 All stalls are to keep electricity consumption to the absolute minimum.

7 Electrical Equipment

- 7.1 The Stallholder will provide their own lights, leads and power boards fitted with circuit breakers. The equipment must be water resistant and maintained above ground.
- 7.2 All lights and electrical equipment must be in safe working order and all leads tested, dated and tagged by a registered electrician.

8 Fees, Charges & Refunds

- 8.1 Stallholders are offered up to six adult camping passes for Stallholder Personnel, but any/all additional Stallholder Personnel will attract fees. All additional passes for Stallholder Personnel must be noted at registration.
- 8.2 You will be provided with your staff wristbands (or similar) upon arrival and induction to the Site. It is the Stallholder's responsibility to provide all Stallholder Personnel with their wristbands (or similar provided passes) and copies of the OHS and Site rules before the commencement of SitR. All Stallholder Personnel must carry photo ID and wear the wristbands (or similar provided passes) at all times during SitR. Stallholder Personnel without wristbands (or similar provided passes) will be removed from the Site. Lost wristbands (or similar provided passes) will not be replaced and may be repurchased at the gate.
- 8.3 Stallholders and all Stallholder Personnel are required to register their details within the ticketing system as

part of SitR' COVID Safe Event Plan. A link to complete this step will be supplied prior to the event.

9 Garbage

- 9.1 No glass and/or bottles are to be brought onto the Site.
- 9.2 All garbage must be separated and left in correct bins each night for collection.
- 9.3 All stalls are to be kept clean and tidy. No noticeable rubbish is to be visible to the patrons at SitR.

10 Water

- 10.1 Water is to be used sparingly at all times.
- 10.2 All stalls must provide their own washbasin.
- 10.3 Stallholders must advise of water requirements in their application.

11 Gas

- 11.1 Any use of gas canisters must be included within your application, be fitted by an approved gas fitter only, and be firmly anchored to the ground within your stall's parameters.

12 Obligations and Compliance

- 12.1 All Stallholders must cover their workers with a WorkCover insurance policy in accordance with the WorkCover recommendations.
- 12.2 It is the responsibility of Stallholders to possess adequate property damage insurance for the property used on the Site during SitR.
- 12.3 Stallholders are personally responsible for any damage caused by them, their Personnel, or their property on the Site.

13 Communication

- 13.1 Unless stated otherwise, all communication will be via telephone or email. Stallholders are required to maintain a reliable connection.

14 Public Health Obligations (COVID Safe Measures)

- 14.1 Under Public Health Directions (viewable here: <https://tinyurl.com/68mp3fhc>), you must have a COVID Safe Industry plan showing how your business will keep your patrons and staff safe. There is one plan per industry and each plan includes a COVID Safety Checklist. The COVID Safe Industry Plan for Retail, Hair & Beauty is accessible here: <https://tinyurl.com/a2bbur5> and it is a requirement of trade that all Stallholders and Stallholder Personnel follow the instructions per this industry plan.
- 14.2 All Stallholders must download, sign, and display their Statement of Compliance for their business/stall. Non-compliance with clause 14 will result in the immediate withdrawal of SitR Management's permission to continue trading at the Festival and Stallholders will be ineligible for refund, payment or compensation.

15 Sustainability Obligations

- 15.1 All Stallholders must abide by the minimum sustainability practices detailed in their final vendor agreement in relation to recycling, use of recyclable/sustainable materials, minimisation of single-use plastics etc.