

# 2019 MORETON BAY REGIONS' DIWALI FESTIVAL OF LIGHTS

## TERMS AND CONDITIONS

1. All applications strictly close **Friday 20 September 2019**. Applications submitted after this date may not be considered for the 2019 Moreton Bay Regions' Diwali Festival of Lights.

### 2. INFORMATION STALLS/MARKET STALLS

2.1. Successful applicants will receive a notification email from the Moreton Bay Regions' Diwali Festival of Lights organisers and an invoice for their allocated place. Payment of this invoice will be due within 30 days and will secure their place in the festival. Late payments may result in the cancellation of your stall.

2.2. Absolutely no refunds will be given after Friday 20th September 2019 unless through cancellation of the Moreton Bay Regions' Diwali Festival of Lights OR if written notice is received by 5pm on 20th September. Any stalls that cancel after this date, or do not follow cancellation protocol, will not receive a refund.

2.3. Applicants acknowledge that they will need to **provide their own power to their site**. It is suggested that lighting be considered also as the event concludes at 6pm.

2.4 Information stalls are available to any community organisation or local business for promotional or educational purposes only.

2.5 Information stalls are, at a minimum, to provide professional indemnity.

2.6 Information stall applications are not permitted to sell any products or collect donations on the Fiesta site for the duration of the Fiesta.

2.7 If information stallholders are found to be selling products or collecting donations they will be required to pay a fee of \$100 to remedy this breach.

2.8 Stalls are available in two size, small (3m x 3m) or large (6m x 3m).

### 3. FOOD STALLS

3.1 Food stalls are available to any business or organisation who wish to sell food or products from their stall.

3.2 Relevant documentation and licenses are required to be submitted with their applications. Stalls who do not provide this documentation with their application may not be considered. **Moreton Bay Regional Council requires all food vendors have a Moreton Bay Regional Council Food License.**

3.3 Any additional documentation will be required to be submitted to the festival organisers by Friday 20th September 2019. Failure to provide documentation will result in the cancellation of your stall.

3.4 Successful food stalls will be given an information pack with their official letter of acceptance outlining the details of Diwali Food Court. Food stallholders agree to abide by any additional terms and conditions outlined in that document.

3.5 The Diwali Food Court will offer an opportunity for patrons to sample a number of different foods from various stalls. As such, food stallholders are encouraged to have a range of food options available based on a price tier of \$5, \$10 and \$15; with the larger amount inclusive of a drink.

3.6 Food stalls are responsible for providing their own shelter, power, equipment, water, utensils and any other items needed to operate their business. Please consider lighting as the event concludes at 6pm.

3.7 Food stallholders are required to be registered under the Food Act 2001.

3.8 Food handlers must take reasonable precautions to protect food from contamination. Only persons directly involved in food preparation, cooking and sale of food are permitted in the food stall. Please ensure you have a copy of your food license onsite.

3.9 Stalls are available in two size, small (3m x 3m) or large (6m x 3m).

### 4. ACITIVITIES/RIDES

4.1 Activity (Workshop) stalls and space for rides is available for businesses or organisations who wish to either: a) provide a free activity or b) charge the public for their activity.

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4.2 Relevant documentation and licenses should be submitted with applications and are required by Friday 20th September 2019 at the latest. Failure to provide this documentation may result in the cancellation of the stall/ride/activity.

4.3 Stalls are available in two sizes, small (3m x 3m) or large (6m x 3m). Stalls who require a space larger than this must provide the dimensions of their stall and the Fiesta will attempt to accommodate. Applicants acknowledge that they will need to provide their own power to their site. It is suggested that lighting be considered also as the event concludes at 6pm.

### 5. BUMP IN/BUMP OUT

5.1 Bump in (arrival times and set up): Saturday 19th October 2019 from 9am

5.2 Bump out (pack down and departure): Saturday 19th October 2019 pack up from 7:00pm and departure from the event grounds from 7:30pm.

5.3 In the interest of public safety, all stallholders will be required to remove all vehicles from the event area by 1:00pm.

5.4 In the interest of public safety, no vehicles will be permitted in the event area until after 7:00pm.

**5.5 Stalls are strictly not permitted to pack up and leave until 7:00pm. This is a non-negotiable. All stalls must remain open for the duration of the entire event.**

5.6 Stallholders must take reasonable care to avoid causing injury, loss or damage to themselves or other persons or property during bump in and bump out.

### 6. GENERAL – ALL STALLS

6.1 The stall is to be occupied by the person registered on the application form or by an authorised representative of your business or organisation. Stalls may not be on-sold, sub-let or transferred in any way. If the person on the application form is unable to attend the Moreton Bay Regions' Diwali Festival of Lights, they must provide written notice with the name and contact details of the person who will be attending. There must be someone at the stall at ALL TIMES!

6.2 The Moreton Bay Regions' Diwali Festival of Lights considers a number of factors when deciding on stall locations, including: competition, weather, surface dryness, drainage, spatial constraints, show owners interests, security and public safety, consumer behaviour, and existing infrastructure. As such, once allocated, stall location will not be negotiable.

6.3 The Moreton Bay Regions' Diwali Festival of Lights reserves the right to change and re-allocate your stall location at any time prior to Fiesta start time. Stallholders will be advised of any changes that are made.

6.4 The stall fee entitles a stallholder trading rights from the allocated space on the Moreton Bay Regions' Diwali Festival of Lights day paid for.

6.5 The stall fee is for the site only. Stallholders will be able to hire a marquee, table and chairs through the Fiesta organisers at an additional cost. Any other equipment, signage, storage etc is the responsibility of the stall holder. Stallholders must also weigh down their marquees with suitable weights.

6.6 All fittings must be kept within the boundary of each stall and stallholders will not be permitted to use any additional structures without prior written approval from the festival organisers.

6.7 Stall will be marked with stall numbers. Please do not move numbers, adjust the stalls or move weights. Fiesta staff will be onsite to provide assistance with your stall if needed.

6.8 Any stallholders acting in a hostile manner toward other stallholders, consumers or the Fiesta organisers that presents conflict or disruption to the Moreton Bay Regions' Diwali Festival of Lights may be removed from the Fiesta site and prevented from trading with the festival in the future.

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6.9 It is a requirement that all Moreton Bay Regions' Diwali Festival of Lights stallholders have a current, non-cancellable, public and product liability insurance policy for the duration of the event. This includes the period before and after the event, allowing for the preparation, dismantling and removal of all equipment.

6.10 The Moreton Bay Regions' Diwali Festival of Lights accepts no responsibility for any loss or damage to any property of the stallholder brought to the event; or injury to any person associated with the stallholder, food stall or business registration.

6.11 The Moreton Bay Regions' Diwali Festival of Lights will provide numerous bins within the festival area, it is the responsibility of all stallholders to ensure their stall area is clear of any rubbish when they vacate the area. If excessive amounts of rubbish are left in areas, stallholders will be issued a fine of \$50 to remedy this breach. Additionally, the stallholder will be responsible for any remedies that are required but the Moreton Bay Regional Council if their stall area is damaged in any way.

6.12 Stallholders acknowledge and accept responsibility for any equipment (marquees, tables, and chairs) hired through the Moreton Bay Regions' Diwali Festival of Lights. If equipment is not returned, or is damaged in any way, stallholders will be liable for all costs relating to the replacement or repair of the hired equipment.

6.13 Equipment orders will not be accepted or available for cancellation after Friday 20th September 2019. If stallholders cancel their equipment order after this date they will NOT receive a refund.

### 7. ENTERTAINMENT

7.1 Applicants understand that the Moreton Bay Regions' Diwali Festival of Lights organisers will do their best to accommodate any requests made with regards to performance preferences but cannot guarantee these requests being met.

7.2 Shortlisted performers will be asked to provide the Moreton Bay Regions' Diwali Festival of Lights organisers for a quote for their performance for budgetary purposes. Unfortunately, not all performers who are asked to provide a quote will be offered a performance slot at the event.

7.3 Applicants who are successful will receive a formal invitation to perform at the Moreton Bay Regions' Diwali Festival of Lights. Following performers acceptance, a run sheet will be developed and official letters will be sent to successful applicants detailing performance times, requirements and any other important information.

7.4 Applicants understand that their performance time could be at any time between 2pm and 7pm and are available for this full duration.

7.5 All applications must be received by Friday 20th September 2019 to be considered for the 2019 Moreton Bay Regions' Diwali Festival of Lights. Applications received after this date may not be considered.

7.6 The Moreton Bay Regions' Diwali Festival of Lights organisers will provide to performers:

- Professional-standard performance stages to support music performances by vocal and instrumental groups/artists
- Performance stages to support dance performances by community groups and professional dance performers
- Professional lighting apparatus/crew and professional audio systems/crew will be available on all performance stages during the festival
- A dedicated Master of Ceremonies/Stage Manager to coordinate performers, provide performer's introductions and for general announcements
- Professional-standard audio systems and associated microphones to support and satisfy the requirements of vocal/instrumental performers.
- Audio equipment to support both professional and community dance performers, including a CD Player/MP3 Player and a microphone for use but the dance coordinator/leader, for dance performance introductions and other information.

7.7 Performers will be required to provide their own instruments, costumes, music and anything else need for their performance. Music is to be good quality and tested prior to the Moreton Bay Regions' Diwali Festival of Lights.

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### 8. WEATHER

8.1 The Fiesta organisers reserve the right to cancel the event due to storms or dangerous conditions at any time.

8.2 The Moreton Bay Regions' Diwali Festival of Lights does not accept any liability for inclement weather and as such will not be liable for loss of trade or otherwise.

### 9. WORK SAFETY

9.1 No smoking is permitted anywhere within the event area. Smoking areas will be clearly marked.

9.2 Stall operators have obligations under the Work Safety Act 2008 to manage the health and safety aspects of their stall - <http://www.legislation.act.gov.au/a/2008-51/20110921-49746/pdf/2008-51.pdf>

9.3 Stallholders are asked to be aware of their stall space and layout; please ensure all heavy and sharp objects are secured properly, your marquee is secure and that any potential slip and trip hazards are removed at all times.

### 10. SOCIAL MEDIA AND MARKETING

10.1 The Stallholders, Food Vendors and Entertainment applicants consent to the Moreton Bay Regions' Diwali Festival of Lights organisers and their contractors/supporters taking any images and recordings of the stallholder, stall and performance before, during and after the Moreton Bay Regions' Diwali Festival of Lights, for promotion and reporting of this Moreton Bay Regions' Diwali Festival of Lights and future events in any media.

10.2 All applicants agree, that if successful, they will promote their participation at the Fiesta on their social media platforms and website in the lead up to the event and during the event. Successful applicants will be provided with Moreton Bay Regions' Diwali Festival of Lights Promotion Pack to help promote their participation in the event.

### 11. PHOTOGRAPHY/VIDEOGRAPHY

Applicants grant to the Moreton Bay Regions' Diwali Festival of Lights or licensees or assignees the permission to film and/or photograph them, their stall, or their performance. Applicants also grant the Moreton Bay Regions' Diwali Festival of Lights, separately or together, either wholly or in part, the perpetual and irrevocable and unrestricted right to use and publish video and/or photographs taken, for such purposes as publicity, illustration, advertising and website and social media content. The applicant, through submission of their application, also grants these permissions on behalf of those who are under the age of 18 who are directly or indirectly involved in the operation of the stall or in the performance.

### 12. WAIVER

In consideration of being permitted to participate in Moreton Bay Regions' Diwali Festival of Lights 2019, applicants, for themselves, their heir, personal representatives or assigns, do hereby release, waive, discharge and covenant not to sue the Moreton Bay Regions' Diwali Festival of Lights, its officers, employees, and agents from liability from all claims resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, their participation in Moreton Bay Regions' Diwali Festival of Lights. This extends to promoters of the event – The Multicultural Association of Caboolture and Surrounds Inc.

### 13. NO WARRANTIES PROVIDED

While reasonable care is taken in the preparation of these Terms & Conditions, the Moreton Bay Regions' Diwali Festival of Lights organisers do not guarantee or warrant the accuracy, reliability, completeness or currency of the information on this schedule or its usefulness in achieving any purpose. Information on this schedule should not be used without validating that information from appropriate sources and obtaining professional advice where it is prudent to do so. You should make and rely upon your own assessments and enquires to verify the accuracy of the information provided.

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