

Stallholder Terms and Conditions – Spoilbank Sunset Celebration 2024

Inclusion in the Spoilbank Sunset Celebration 2024 ('Event') is by submission of the stallholder application form and acceptance at the sole discretion of the Town of Port Hedland ('Town').

Stallholders attending the Event, agree to be bound by these Terms and Conditions.

Products

1. [Stallholders must follow Stage 1 and 2 regulations of single use plastics as part of WA's Plan for Plastics.](#)
2. For health and safety reasons, stalls will not be permitted to sell, distribute, use or offer any items considered "controlled weapons" as prescribed by Schedule 2 of the Weapons Regulations 1999. Additionally, stalls will not be allowed to sell, distribute, use, or offer as prizes any of the following items:
 - chemical sprays, silly string, stage door streamers or other similar spray projecting materials, pepper sprays;
 - toys with firing ability,
 - explicit t-shirts, DVD's, CD's, magazines, books and videos;
 - sharp implements which could be construed as weapons;
 - replica guns;
 - water bombs or stink bombs;
 - fireworks including sparklers;
 - smoking implements or paraphernalia, including imitation or electronic cigarettes;
 - stun pens;
 - any illegal or offensive items, good, article, publication or material;
 - any other item, good, article, publication or material which may by its use or operation cause alarm or distress to any person or animal.
 - single-use plastic balloons

If the Town, at its sole discretion considers that any item, good, article, publication or material being exhibited, sold, distributed, used or offered as a prize by a stallholder is unsuitable, objectionable or offensive, that stallholder must after a request from the Town to do so, immediately remove all items, goods, articles, publications or materials of that type from the Event. Items referring to alcohol abuse, drug use, violence or that are sexually explicit or suggestive in nature are not permitted.

Stall Applications and Attendance

3. Applications are to be completed online at www.porthedland.wa.gov.au by the application deadline.
4. Stallholder applications close **two (2) weeks prior** to the Event. The Town have the right to close applications earlier if stall sites are filled prior to the deadline.
5. Acceptance of stallholders for participation in Event is at the sole discretion of the Town.
6. Stallholders will be notified of their successful application via email by the Town.

7. Stallholders are provided with the space and power for the Event for which they have indicated on their application form, or as discussed, in writing with the Town prior to the Event.
8. Site allocations will be at the discretion of the Town and can be changed at any time prior to stall setup.
9. Stallholders are encouraged to promote their attendance at the Event and will be provided with social media collateral/posters etc. by the Town.
10. Stallholders are required to provide the Town with any promotional material generated by the stallholder, for approval by the Town prior to distributing to the public.
11. Changes to stallholder requirements must be emailed to the Town no later than one (1) week prior to the Event.

Stall Payment and Cancellations

12. No stallholder fees are required to trade at this Event.
13. Notification of non-attendance is required with an explanation provided, in writing to events@porthedland.wa.gov.au.

Stall Bump In and Presentation

14. Event bump in will occur on Saturday 12 October 2024 from 2:00pm – 3:30pm. Stallholders must be set up 30 minutes prior to the Event, ready for a site check to occur before the Event starts.
15. Stallholders are required to arrive within their **allocated time** chosen on their application form. If stallholders are unable to arrive at their allocated time, stallholders must advise the Town at least three (3) days prior to their initial bump in time.
16. Stallholders will be refused access outside of the bump in timeframes.
17. For safety, appropriate clothing must be worn by all staff/volunteers assisting with bump in. This includes hi-vis vests/shirts (or similar), enclosed footwear (at a minimum), no loose clothing and no dangling jewellery.
18. The Town will not admit into the grounds any vehicle which may cause damage to the turf or any other part of the grounds. This will be determined by size and weight of the vehicle.
19. Stalls must be erected in allocated positions with displays kept within the allocated space, including guy ropes and supports.
20. Stallholders are to provide their own equipment for sufficient operation of their stall. The Town will not be responsible for sourcing materials or equipment that stallholders have not supplied i.e. marquees, electrical leads, tables etc.
21. All electrical leads, appliances and equipment must be tested and tagged in accordance with AS/NZS 3760:2022. Electrical equipment that is not tested and tagged with a current date of compliance, will not be able to be used at the Event. Test and Tag requirements are as per the Health (Public Buildings) Regulations 1992.
22. Stallholders are responsible for erecting and dismantling their own marquees and stalls. All stalls must have shelter and sufficient lighting.
23. For safety of all personnel, all marquees are to be weighted in line with marquee manufacturer's structural adequacy requirements (10kg per leg at a minimum). Event staff have the right to request vendors dismantle their marquees if weight is insufficient. Please note stalls will be on concrete ground so stakes cannot be utilised.
24. Group or Company trading name must be clearly marked on the stall

Stall Operation

25. Stallholders must remain onsite for the duration of the Event with one person allocated with overall responsibility.
26. No early/late trading is permitted, and stallholders are required to trade for the entirety of the Event.
27. Microphones/Megaphones or similar are not to be used by stallholders.
28. All stallholders are responsible for the cleanliness of their site/s and their immediate areas. Sites are to be kept clean and free of rubbish. All items such as boxes, crates or canisters shall be screened or covered from public view.
29. Stallholders must comply with the provisions of the Work Health and Safety Act 2020 and Work Health and Safety Act (General) Regulations 2022 and any applicable local laws or directions from the Town to ensure the health, safety and well-being of all whom come in contact with their site.

Stall Close and Bump Out

30. Stallholders can commence packing down their stall from 8:00pm Saturday 12 October 2024. No vehicle movement in the Event area until the all clear is given by Event staff.
31. For safety, appropriate clothing must be worn by all staff/volunteers assisting with bump out. This includes hi-vis vests/shirts (or similar), enclosed footwear (at a minimum), no loose clothing and no dangling jewellery.
32. Stallholders are required to remove all materials from their site including waste/recycling and grey water and leave it tidy and clean. Waste must be placed into SULO bins before final departure. Please be respectful of other stallholders and Event staff and ensure large rubbish items are taken offsite and disposed of.

Traffic Management and Parking

33. Stallholders are to familiarise themselves with the **Event maps** and must stop at the indicated Stop Here location on the map and wait for Event staff to direct them to their site.
34. Stallholder vehicles must not enter the Event area without being accompanied by **Event staff**. This applies to any support vehicles.
35. Limit of one (1) support vehicle per stall in the Event area during bump in/out to minimise traffic congestion – unless prior approval is given by Event staff.
36. When travelling in the Event area, a speed limit of 8km/hr (or walking pace) should always be adhered to by all vehicles.
37. Under no circumstance should vehicles be parked in other stall spaces while dropping items off for bump in.
38. Vehicle movement is restricted in the Event space between 4:00pm – 8:15pm or when the site is deemed safe by Event staff. Event staff will give stallholders the all clear when vehicles can move in the Event area.
39. All vehicles must be removed from the Event area 30 minutes prior to the Event. Exception for vehicles included in stall display e.g. emergency vehicles.
40. A loading zone will be in place during Event hours. Stallholders are encouraged to arrange pick up/drop off of additional supplies from this location.

Regulations and Insurance

41. Stallholders must maintain and provide to the Town:

- a. A Certificate of Currency for Public Liability Insurance to a minimum of \$10 million;
 - b. Certificate of Currency for Workers' Compensation Insurance in relation to any staff employed by the stallholder at the Event
42. Stallholders and their staff/volunteers will at all times comply with the rules and regulations of the Event including those contained in any pre-event email correspondence and will abide by all instructions issued by Town.
43. Stallholders must promptly report any accident or incident to the Town, including in relation to any property damage; illness accident or personal injury; matters concerning the health, safety, or security of the public; hazards and near misses.

Liability

44. The Town will not be responsible for any accident which may be caused through or by the stallholder or which may happen in connection with their business; nor for the loss or damage to any goods or property including as a result of on-site power failure. The stallholder shall deem the Town harmless and indemnify it against any legal proceedings arising from any such accident.
45. Any damage done to the roads, ground or buildings by the stallholder must be made good by the stallholder to the satisfaction of the Town.
46. Town will not be responsible for any loss or mis-delivery of exhibits/items at the Event or for any damage done there to. Stallholders are responsible for insuring their own property and stock.
47. Stallholders must comply with statutory insurance requirements including Public Liability Insurance and Workers' Compensation Insurance.
48. The Town cannot be held responsible for cancellation of the Event due to unavoidable cancellation, abandonment, disruption or rescheduling of Event for items such as adverse weather, Civic Commotion, extended terrorism, National mourning for Heads of State aged over 65 and non-appearance of individuals, groups or teams, as per the Town's Insurance Policy.

Event Cancellation

49. The Town will inform confirmed stallholders via email of Event cancellation with as much notice as possible.
50. Under no circumstance, will stallholders distribute cancellation email from the Town to their social media pages/ websites.
51. If stallholders wish to advise their customers of the changes, this must only be done so through utilising promotional materials provided by the Town or sharing Town social media posts and/or website updates.

Other

52. Stallholders consent to any photographs/videos taken of their staff/volunteers and/or stall to be used by the Town in its sole unfettered discretion.
53. Information provided for the purpose of registering for this Event will be collected, used, and disclosed in accordance with the relevant privacy laws.
54. Stallholders found in breach of any of the terms and conditions outlined within this document, risk exclusion from future events, at the sole discretion of the Town.