

## **MOVE IT EXPO 2025**

### **STALLHOLDER APPLICATION – TERMS AND CONDITIONS**

These terms and conditions apply to the Stallholder application for Move it Expo 2025 (the “Event”).

#### **1. THE EVENT**

- a) Bundaberg Regional Council (“Council”) will be holding Move it Expo 2025 on Sunday 16 February 2025 from 10:00am – 1:00pm at the Multiplex, 1 Civic Avenue, Bundaberg West, Queensland.

#### **2. STALLHOLDER APPROVAL & SET UP (BUMP IN), AND PACK DOWN (BUMP OUT)**

- a) Council reserves the right to assess each application and approve or disapprove stallholders attending the Event based on their suitability to the Event’s objective of showcasing local sporting clubs, recreational groups, fitness providers and health and wellbeing organisations.
- b) Specific bump in and out details regarding times will be emailed to each Stallholder closer to the Event.
- c) Vehicles are not permitted inside the building but may use the access lane to unload/pack up for a maximum of 15 minutes.
- d) The required space for Stallholders nominated in the application must be adhered to.
- e) Stallholders shall not extend their displayed goods beyond the boundaries of their nominated site. It is not acceptable to encroach onto the walkways with products/displayed goods, signage etc.

##### **Bump In**

- Stallholders will be provided information closer to the Event regarding specific Bump In times and conditions.
- On arrival at the Event a Council staff member will greet and direct the Stallholder to their site location.
- Stallholders must ensure their hazard lights are on and must drive at a walking pace (not exceeding 10km/hr) within the vehicle access lane.
- Once on site, Stallholders must unload their vehicle and then move their vehicle offsite to the dedicated Stallholder parking area.

##### **Bump Out**

- Stallholders must commence packing down and bumping out at 1:00pm (no sooner) on the day of the Event.
- Stallholders must be packed down and off site by no later than 2:30pm, and the Stallholder site must be as it was found – clean (bring a dustpan and rubbish bag if necessary).

#### **3. PAYMENT**

- a) Payment of site fees (if applicable) are required prior to the Event through the application process.
- b) Fees are paid in exchange for reservation of a site at the Event.
- c) If payment of fees are not applicable due to the type of Stallholder, the submitted application reserves a site at the Event (subject to the discretion of the Event Organiser).

#### **4. CANCELLATIONS, NO SHOWS, REFUND POLICY**

- a) Stallholders may cancel their application up to 5 days prior to the Event, by contacting the Event Coordinator. Cancellation after that time will result in fees paid being forfeited.
- b) If the Event is cancelled or postponed, fees already paid will be refunded to the Stallholder.
- c) If a Stallholder fails to attend at the Event, the Stallholder will forfeit any fees paid.

- d) If the event is unable to proceed due to COVID-19, Council will make all reasonable efforts to postpone the Event to a future date. Payments will be refunded or alternatively, transferred to a new Event date.
- e) Council reserves the right to cancel the Event due to unforeseen circumstances.

## 5. WEATHER

- a) The Event operates inside and therefore weather should not be a major factor to consider; some Stallholders may request use of outside semi-undercover space in which considerations will need to be made should adverse weather inhibit use of this space.
- b) Council will not be held responsible for any loss, damage, injury whatsoever resulting from adverse weather conditions.
- c) If the Event is to be cancelled due to extreme weather conditions, all Stallholders will be contacted, and announcements will be made using social media platforms.
- d) Council bears no responsibility for the success (financial or otherwise) of the Stallholder at the Event. No refunds will be provided due to poor sales because of adverse weather or poor public attendance at the Event.

## 6. INSURANCE & INDEMNITY

- a) Public Liability insurance cover to the amount of \$20 million is **compulsory** for ALL Stallholders. A copy of a current Certificate of Currency must be included with your application and be valid for the type of business being conducted at the Event.
- b) The Stallholder indemnifies Council (and its Councillors and Employees) to the fullest extent permitted by law against:
  - (i) any claim, action or demand by any person (including corporations) in respect of any damage, loss, personal injury, disease, death or illness caused by the Stallholders act, omission or negligence;
  - (ii) Any loss arising from the Stallholder's breach of these terms and conditions;
  - (iii) Any claim in respect of loss to property; and
  - (iv) Any loss arising from the Stallholder's negligence or its employee's negligence.
- c) Stallholders must also provide a Certificate of Incorporation if applicable to their Stallholder type.

## 7. APPROVED PRODUCTS

- a) A Stallholder may only sell products that have been approved by Council and as listed on the Stallholders application.
- b) Consent of Council must be obtained by the Stallholder in order to sell additional products than those listed in the application.
- c) Stallholders may be asked to provide photographs of their intended product.
- d) It is the Stallholder's responsibility to ensure that any product for sale conforms to any safety and compliance standards relevant to that product.

## 8. PRESENTATION

- a) All products and stall presentation must be of a high standard. Presentation is key to delivering a truly unique and high-quality Event.
- b) Product information and pricing should be clearly printed out and Stallholders should be on hand to assist customers.

- c) Council reserves the right to manage each stall's display, signage, quality, general trading to maintain the standards expected of the Event.
- d) Council reserves the right to request a Stallholder to leave the Event for failing to meet presentation standards.
- e) The stall must not be dismantled before the scheduled end of the Event. If a Stallholder sells out of its product before the end of the Event, a "Sorry, Sold Out!" sign must be displayed until that time.

## **9. PROHIBITIONS**

- a) The dissemination of political or religious material or ideas is not permitted in the Event area.
- b) The Event Organiser reserves the right to enter upon the site of any Stallholder at any time and request that any article, sign, picture or printed matter which, in their opinion, is not eligible for display or considered offensive (e.g., cap guns/crackers, illegal products etc), be removed.
- c) Use of amplifiers or loudspeakers (or any other audio device) by Stallholders is prohibited except with prior written consent from the Event Coordinator.
- d) Stallholders are not permitted to employ, contract or programme any performer or performance without prior permission from the Event Coordinator.
- e) No pets or livestock will be permitted at the Event.

## **10. WASTE AND RUBBISH**

- a) Stallholders are required to remove their own rubbish and waste from their immediate stall area.
- b) Waste bins provided at the Event are for general public use only.
- c) Stall Holders are responsible for leaving their site and surrounding area clean, tidy, and undamaged. Failure to do so, may result in cleaning fees being charged.

## **11. BAN OF HELIUM BALLOONS, PLASTIC STRAWS & OTHER MANUFACTURED PRODUCTS**

- a) Council's *Local Law No. 3 – Community and Environmental Management* prohibits the release of helium balloons. As the gateway to the Southern Great Barrier Reef, Council is committed to protecting the environment and particularly our world-renowned local Mon Repos Turtle Rookery.
- b) In an effort to minimise environmental effects which could impact out local marine life and in order to set a positive example for the community, helium balloons, plastic straws, confetti, glitter, streamers and other manufactured products will not be permitted at this Event.

## **12. MARQUEE, MARKET UMBRELLA & SIGNAGE WEIGHTS**

- a) Temporary structures are recognised as marquee/tent/gazebo, a frame signage and general signage brought on to site for the purpose of Event trading.
- b) All must be weighted and or tethered so they are secured from wind and weather allowing them to become projectiles.
- c) Umbrellas are not permitted for use and must not be brought on site for the Event.
- d) Any weights attached to signage or marquee/tent/gazebo MUST have a weight attached directly to the structure in a way not allowing separation.
- e) ALL marquees/gazebos/tents must comply with Australian Standard AS 1170 – Part 1 and AS 1170 Part 2 and be sufficiently weighted/secured for the conditions. Weights must be 15kg per leg at a **minimum** if outside, and suitable weights applied to ensure no marquee movement inside the building.
- f) If Stallholders do not have weights, they will not be permitted to trade at the Event for safety precautions.

- g) Protection must be used under marquee feet or other equipment to avoid damaging the floor surface.

### 13. ELECTRICITY SUPPLY AND REQUIREMENTS

- a) All electrical equipment at Council run Events must conform to the relevant sections of the *Electrical Safety Regulation 2013*.
- b) Access to power is by approval only and requirements for power must be listed in the application.
- c) Stallholders are required to provide their own power lead/s and/or boards for connection (if required) to power.
- d) Stallholders must ensure any electrical equipment intended to be used adheres to the following mandatory information:
- Test and Tag: All equipment must also have a current electrical tag. The information must be up to date and includes the following: Tag Number, Test Date, and Test Due Date. See example to the right;
  - Watts/Amps: On every piece of equipment a compliance plate will be visible, on this plate information about the wattage or amperage will be found e.g.: 50Hz 700w. Every appliance will have a compliance tag.
- e) Equipment and cords should also be regularly checked to ensure they remain in serviceable condition.
- f) Stallholders should seek advice from a qualified electrical contractor in regard to the amperage draw of your equipment and seek professional advice prior to entering the Event.
- g) Double adaptors are not permitted for commercial usage under any circumstance.
- h) Stallholders found with non-complying or unsafe appliances or cords, will have power withdrawn immediately, without notice. Non-compliance may invalidate your insurance and cause risk of serious harm to the public, your employees and yourself.
- i) It is essential that electrical cables do not present a trip-hazard to the public. All electrical cables that cross pathways or other areas must be either covered by cable covers or safely secured. No cables are to be attached to the building or other structures that do not form part of your site without prior approval. Excess cords must be coiled safely within the stall and not accessible to the public.
- j) Fire or damages caused by untagged equipment being used will result in the Stallholder being invoiced for repairs and costs associated with the said fires or damage.



### 14. GENERATORS

- a) Personal generators are not permitted – all power required for the site is to be supplied by Council except with prior written consent from the Event Coordinator.

### 15. FOOD STALLS

- a) All food Stallholders must, as determined by Council's Environmental Health Services Department, either hold an appropriate Food Licence and/or a Temporary Food Permit. Please contact the Council if you require information about obtaining a Food Licence.
- b) All conditions set within these Licences/Permits must be complied with.
- c) A copy must be provided with the application and displayed at the Event.
- d) Food Stallholder details will be provided to Environmental Health Services Department to ensure compliance.
- e) Approval from the Event Coordinator will need to be given before you change or add to your food stall or product range.

### 16. SAFETY, FIRST AID, INCIDENTS, ACCIDENTS

- a) Correct health and safety procedures must be adhered to at all times. The public must not have access to the stall at any time, unless an activity requires access in which supervision must always be in place.
- b) Supervision must be in place at all times, particularly on stalls that include activations to be involved in.
- c) If you or anyone around you is in need of first-aid, please contact a Council staff member immediately. Council Event staff are first-aid trained and willing to help. All incidents must be reported to the Event Coordinator.

## **17. SMOKING**

- a) Smoking at this Event will not be permitted.

## **18. MEDIA, MARKETING & SOCIAL MEDIA POLICY**

- a) Various media outlets may frequent the Event and once granted permission to be onsite will have the ability to take images of the market in its operating conditions.
- b) Stallholders are requested to present positive messages about the Event and their experiences from the Event on social media platforms.
- c) If a Stallholder supplies their logo/image for use on display screens or other promotional channels at the Event, the Stallholder gives permission for Council to use this logo/image for these uses by uploading the logo/image file through the application.

## **19. SITE ALLOCATION**

- a) All sites are allocated with organisation field and stall design in mind. Council will endeavour to ensure that you are allocated a site in an area that has the best possible promotional opportunity for the organisation. As a result, your first preference for site allocation may be denied.
- b) Payment of fees does not create any permanent booking or ownership in the allocated site. Council does not enter into any agreements with Stallholders to secure the location, placement and regularity of sites.

## **20. TRANSFER OF APPLICATION**

- a) A Stallholder cannot transfer their approved application to another entity without Council's consent.
- b) Council reserves the right to request that the new entity re-apply and may approve or refuse the application of the new entity.

## **21. STALLHOLDER OBLIGATIONS AND BEHAVIOUR**

- a) All Stallholders must:
  - Comply with Council's relevant policies, codes of conduct, rules, standards and procedures.
  - Comply with all directions of and cooperate with Council and its staff in relation to the Event.
  - Interact with the public and fellow Stallholders in a courteous manner.
  - Work safely and ensure the safety of others.
  - Refrain from any form of harassment, intimidation, or unwanted physical contact of others.
  - Refrain from rude, violent, aggressive, uncooperative, or belligerent behaviour toward others; and
  - Refrain from any profanity or vulgarity towards any other person, either by actions or in any language.
- b) Council wishes to foster a culture of support and cooperation between all involved with the Event. As such, Stallholders must not attempt to work out their grievances between themselves instead

should raise any issues of complaint with the Event Coordinator through the process outlined below in "Reporting Grievances"

- c) Unreasonable and negative behaviour including bullying, threatening and abuse, directed at an individual or group resulting in the individual feeling unsafe, offended, humiliated, intimidated, abused or at risk is not in keeping with the ethos of Event and will not be tolerated.
- d) Single incidents of unreasonable behaviour can also create a risk to health and safety. They can include any of the following:
  - a. Bullying of any nature;
  - b. Verbal or physical abuse;
  - c. Sexism and sexual harassment – unwanted or uninvited sexual behaviour;
  - d. Racism and racist behaviour
  - e. Offensive, insulting or derogatory language including shouting or yelling;
  - f. Acting in a discriminatory manner;
  - g. Offensive, insulting or inappropriate communications (including emails, social media, correspondence etc.);
  - h. Unwarranted, unjustified or unsubstantiated criticism or comments;
  - i. Intimidating behaviour;
  - j. Victimisation;
  - k. Stealing of intellectual properties and copyright infringements.
- e) Failure to meet the above obligations will be treated seriously, investigated by the Event Coordinator and will be reported to relevant authorities, if appropriate. Any failure to meet the obligations may also result in termination from the Event.

## **22. COUNCIL RIGHTS**

- a) The Event Coordinator has the right to withhold or cancel an approval to a Stallholder to attend the Event and to remove or have removed from the Event, a Stallholder who has failed to meet its obligations under these Terms and Conditions. This is including but not limited to, where a Stallholder:
  - a. Fails to pay their Site fees in the required time (if applicable);
  - b. Fails to comply with its obligation relating to parking and vehicle access
  - c. Fails to abide by the Event's set up or pack up conditions;
  - d. Fails to abide by the Event's trading hours;
  - e. Commits a criminal act at the Event;
  - f. Behaves in a manner that the Event Coordinator considers is inappropriate or may bring the Event or Council into disrepute.
- b) The Event Coordinator has the right to undertake any of the following actions without notice:
  - a. Re-locate a Stallholder to another site within the Event;
  - b. Require the Stallholder to remove from sale any good or service offered by the Stallholder which are not approved products;
  - c. Request that the Stallholder undertake any reasonable measure which in the opinion of the Event Coordinator will improve the safety or appearance of the stall.

## **23. REPORTING GREIVANCES**

- a) If you experience or witness negative behaviour, please report it immediately to the Event Coordinator and follow up in writing at [sportandrec@bundaberg.qld.gov.au](mailto:sportandrec@bundaberg.qld.gov.au)
- b) All reports must clearly describe the complaint or grievance in as much detail as possible.
- c) Please refrain from using ill-chosen or derogatory language to describe fellow Stallholders or Council.

- d) Verbal complaints or discussion of potential breaches of these Terms and Conditions will not be entered into on site at the Event.
- e) Complaints not made in good faith may not be accepted.

#### **24. DISPUTES PROCEDURE**

- a) If a dispute arises between Stallholders or between Stallholders and Council, it is expected that all parties will act in good faith to resolve it as soon as possible.
- b) If a complaint is made about a Stallholder, the Event Coordinator will provide the Stallholder with written notice detailing the claim. The Stallholder will be given an opportunity to respond in writing.