

MARKET STALL TERMS AND CONDITIONS

All applicants agree that by applying for a stall at Splendour in the Grass 2024 ("the Event"), they have read and understood the terms of this document and agree to adhere to the terms contained herein. Failure to do so will result in cancellation of your site.

SITE FEE

- The final site fee payable will be the base site fee or 10% of the stallholder's gross sales, whichever is the greater. The 'base site fee' for the stall depends on the vendor location and is set out in the 'Market Stall Base Site Fees' section listed above.
- Once your application has been approved, the base site fee will be payable by Monday 20 May 2024 (non-negotiable). If payment is not received to Splendour in the Grass by COB on this date, the requested site will be reallocated.
- Stallholders agree and understand that there is no guarantee of sales or profits to be made at the Event.
- No refunds or deductions of any kind will be provided for any vendors that did not reach anticipated sales / profits.
- Square Terminals: All stallholders MUST use the provided square terminals for all transactions. Failure to do so will result in immediate fine of \$500 and the inability to return to the Event. Repeated offences will result in forfeiture of base site fee and closure of your stall. Please note that there will be mystery shoppers to monitor square terminal usage.
- Splendour in the Grass will calculate the stallholder's gross sales following the Event. If 10% of the stallholder's gross sales (being the "Final Amount") exceeds the base site fee, Splendour in the Grass will retain the Final Amount (less any base site fee paid by the stallholder prior to the Event) in satisfaction of the final site fee payable to it and will remit the balance to the stallholder's nominated account within 7 days following the Event.
- For the avoidance of doubt, power, additional Worker Wristbands, additional Square equipment and any other additional fees/charges will be calculated and charged back to the stallholder at final Event settlement.

CANCELLATIONS

- Any site cancellation or withdrawal must be received in writing by no later than Tuesday 21 May 2024.
- NB: Any requested cancellation or withdrawal received after this time will result in the forfeiture of the Base Site Fee (unless otherwise agreed in writing by the Event). No site substitution will be provided.

INSURANCES AND INDEMNITY

- Stallholders must have their own current public liability insurance for no less than \$AUS10 million, with Splendour in the Grass Pty Ltd and The CMC Solution Pty Ltd listed as interested parties.
- Splendour in the Grass and the stallholder management accept no responsibility for any damage or injury to any stallholder's personnel, equipment, or property before, during or after the Event, unless caused by the direct fault or negligence of the Event.
- At least 14 days prior to the Event, stallholders must provide Splendour in the Grass with the following documents in a form satisfactory to Splendour in the Grass: (a) a certificate of currency of the stallholder's current workers compensation insurance (or evidence of any exemption, if applicable); (b) a copy of a recent health inspection report; and (c) if the stallholder is providing their own marquee, the marquee brand and structural, fire and wind certification from the marquee manufacturer.
- Stallholders indemnify Splendour in the Grass, the Event management and their staff, crew, suppliers, representatives, agents, and patrons (each an "Indemnified Party") for any losses or costs, damages or injury arising as a result of the acts or omissions of stallholders or their staff, crew, suppliers, representatives and agents, or a breach of the stallholder's obligations under these terms and conditions.
- To the extent permitted by law, stallholder shall not have or make a claim against the Indemnified Party in relation to any Event patron claims, for personal injury or for property loss or damage suffered by the stallholder arising out of a consequence of the performance of this agreement and provision of the services, unless otherwise caused by a negligent act or omission of Splendour in the Grass Pty Ltd.

SAFETY AND COMPLIANCE

- Stallholders are responsible for the health and safety of their staff, crew, suppliers, representatives, agents and patrons and members of the public at the Event in accordance with applicable laws.
- Stallholders understand that they participate at the Event at their own risk. To the extent permitted by law, stallholders must take full responsibility for any injuries or damages they or their staff, crew, suppliers, representatives, agents, or patrons at the Event.
- Stallholders must comply with all applicable laws, Australian Standards, regulations, and guidelines that are applicable to the Event including occupational health and safety legislation requirements.
- All stallholders must supply their own fire extinguisher and blankets at the Event. All fire extinguishers must be tagged.

BUMP IN & BUMP OUT

- Stallholders must comply with all reasonable directions provided by Event management relating to the stallholder's site and their attendance at the Event.
- Hi visibility vest, wide brimmed hat, long sleeve shirt and pants, enclosed shoes and sunscreen MUST be worn by stallholders at all times during bump in and out for the Event.

SECURITY

- Whilst there is 24-hour security on site at the Event, stallholders must ensure their stall is secure at night. Stallholders are responsible for their own personal security and property.
- Stallholders are responsible for their own float and cash handling management.
- Stallholders are responsible for any injury or damage to persons or property that occurs while bumping in, bumping out or during the Event, which arose from the stallholder's fault, act or omission, or the fault, act or omission of their staff, crew, suppliers, representatives, or agents.

WH&S SITE RULES

- Stallholders must abide by the following health and safety rules:
- All stallholders must wear enclosed shoes whilst operating the stall.
- All stallholders must wear hi-visibility clothing.
- All stallholders must carry out a risk assessment on their activities and provide Splendour in the Grass with, at least 14 days prior to the Event, plans to manage and mitigate all risks.
- The Stallholder must understand the hazards and risks associated with their activities and have an established system and procedure for managing any work health and safety risks. This includes recently inspected and approved fire extinguishers, tagged electrical leads, gas compliance etc.
- Site speed limit is 10 – 15 kph (walking pace).

- All machinery operators must always have current operating certificates on their person.
- Persons working outside must always have sun protection, including long sleeve shirt, pants, hat, and sunscreen.
- No person is to work under the influence of alcohol and / or drugs. Persons taking prescribed medications should advise the delegated Workplace Health & Safety Officer.
- No person is to lift a load greater than 20kg without assistance.
- No person to work at a height of 2.4m or greater without a fall arrest system.
- Persons working in an area where work is occurring overhead are to wear a hard hat for protection.
- All incidents are to be reported immediately to the delegated Workplace Health & Safety Officer or the stallholder's Event site manager.

ELECTRICAL, GAS, FIRE EXTINGUISHER AND WORK SAFETY

- Stallholders should ensure that sufficient power is requested and obtained for the stall in advance of the Event. No additional power will be supplied after request is made and finalised.
- Work Cover require electrical appliances and leads be tested at least annually, and identification tags attached.
- Gas should be installed by a licensed gas fitter and must comply with the appropriate provisions of Australian Standards AS1596- 1997 and AS 5601-2000. A current compliance plate must be attached to the vehicle for new installations or for any change made to existing gas appliances.
- Gas-fired appliances used in the open should not have a gas bottle greater than 9kg capacity. The bottle should be adequately secured so that it cannot be tipped over.
- All gas bottles must be pressure checked.
- Fire extinguishers and fire blankets must be supplied where there is cooking or heating.
- Fire safety equipment MUST be easily accessible and suitable for dealing with the type of combustible materials present.
- Fire safety equipment MUST be tested annually and have current tagging in accordance with Australian Standard 1851. Contact State Fire and Rescue agency for more information.
- All measures should be taken to satisfy the requirements of Workcover NSW to protect the health, safety and welfare of employees and visitors at the event. Contact Workcover NSW for more information.

PUBLIC HEALTH DIRECTIONS

- You agree to comply with all relevant government public health and emergency directions, or any directives specifically related to the Event, as well as the Event's approved Safety Management Plan.

PRODUCTS BANNED FROM STALLS

- Products banned from stalls include non-recyclable packaging of any kind, phone charging unless approved, native American head dresses or other products deemed to be culturally inappropriate, political or religious banners, posters, flags or signs, promotion of nudity, non-biodegradable glitter, umbrellas, cigarettes, body piercing / tattooing service, pets / animals, studded leather / studded products, permanent tattoo service, metal water bottles, professional still cameras, laser lights, paint and spray cans, fireworks, flares, fire twirling paraphernalia, glass products / bottles, water pistols, weapons of any kind, long or heavy chain jewellery / accessories, professional video cameras including go pros and sound recording equipment, drones, glo-sticks or similar, containers of liquid fuel, skateboards, roller blades, boogie boards, surfboards, drugs / alcohol, styrofoam and other environmentally unfriendly products. Any products that can be used as a weapon and any other items considered illegal or dangerous are banned from the Event.
- Any banned products found will result in the stall being closed immediately and the stallholder being excluded from future events.

USE OF LOGO / NAME

- The use of Splendour in the Grass logo / name etc. before, during or after the Event is strictly forbidden without the written consent of Event management.

CONFIDENTIALITY & PHOTOGRAPHY

Stallholders agree and acknowledge that they will not divulge, use, or disclose any confidential information to any entity or person (other than as required by the Event) at any time. 'Confidential Information' means all information which you become aware of which concerns the general business activities and affairs of the Event, the Event organisers or any patrons or vendors at the Event. Stallholders further agree that they must:

- not give press or other media interviews regarding the Event, on or off the record.
- endeavour to always protect the public image of the Event, and not record, disclose, post, or circulate any information, stories
- incidents, images etc. that may in any way harm the public image or reputation of the Event; and
- respect the privacy and public image of all Event patrons, and must not photograph, film, or record in any way any Event patrons.

FOR FURTHER INFORMATION PLEASE CONTACT

foodandmarkets@splendourinthegrass.com

www.splendourinthegrass.com