



# Big Skies Stallholder Terms and Conditions

All retail stallholders/food vendors (the "stallholder") purchasing a site at Big Skies Festival and related Events (the "event") are deemed to have accepted, and understood as binding on them, these conditions and any accompanying risks, obligations, and responsibilities. It is your responsibility to read and inform yourself of these conditions.

## Food Vendors

- Must be assembled and ready to trade by the time advised by the Event Organisers.
- Must be operational and serving during the times as advised by the Event Organisers.
- All stock, displays, vehicles and rubbish must be removed from the venue by 10am Monday following the event.
- Food Vendors are allocated 4 x general admission wristbands for the purpose of staffing, if requirements exceed this it will be the responsibility of the stallholder to purchase additional tickets.
- Wristbands are a security item and are issued for the safety and security of all stallholders and their belongings, any allocated wristbands being misused will be confiscated.

## Market Stalls

- Stallholders must be assembled and ready to trade by the time advised by the Event Organisers.
- Stallholders cannot pack up their site until the advertised market finish time and as advised by the Event Organisers.
- All stock, displays, vehicles and rubbish must be removed from the venue.

## General

- Western Downs Regional Council reserve the right to accept and reject stallholder submissions at any point up until the event date.
- The Festival is an all-weather event. It will continue in rain, hail, or shine unless the conditions are deemed unsafe to continue. No refunds will be made if you choose not to attend due to inclement weather.
- Western Downs Regional Council reserve the right to cancel or postpone the Festival for any reason within our control. In this case, you will be offered a refund for the value of your site booking.
- We reserve the right to cancel or postpone the Festival for any reason outside of our control, such as a Government health directive that relates to COVID or other pandemic. In this case, you will be offered a refund for the value of your site fee.
- Entry to the Venue for the Event is at your own risk. To the maximum extent permitted by law, Big Skies Festival, its employees, and agents are not responsible for any loss, injury, or damage, howsoever caused, to you.
- Sites will be allocated prior to the event, although the operational manager reserves the right to rearrange the location of sites at the time of bump in.
- Unless otherwise discussed, stallholders are to provide their own equipment such as marquees, tables, pegs, weights, and extension leads.
- All electrical appliances and leads must have a current test tag for use on site.



- As stallholders of the event, you consent to being included in photos, sound and live recordings that can be used by the promoter or promoter approved media outlets for promotion of the event.
- In case of emergency, you are required to follow all directives of Officials, Security Personnel and Venue Staff.
- Should you make the decision not to attend the event after your application and payment has been processed, no refunds will be offered.
- In the instance you are no longer attending notice must be given via email.

## Site Rules

- Always keep your displays within your site boundary.
- Do not encroach on any other stallholders' space or the walkways.
- Ensure your site is adequately staffed for the duration of the event.
- Do not enter another stallholder's site without their approval.
- Do not tamper with any electrical feeds, power cords or power boxes.
- Please respect the local community and environment, dispose of rubbish responsibly.

## Privacy

- In order to apply for a site, we may need to collect and keep personal information about you including your name, address, credit card or payment details and telephone number. We may also need to disclose your personal information as required by law or as permitted under the Privacy Act. Council's Privacy Policy can be viewed here <https://www.wdrc.qld.gov.au/wp-content/uploads/2018/04/Information-Privacy.pdf>.

## Liability

- To the fullest extent permitted by law, we do not accept liability of any nature for the acts, omissions, or default of those providing services for/or attending the Event or any liability for any injury, damage, loss, delay or additional expenses which are incurred at or in association with this Event. Where legislation implies any condition or warranty which cannot be excluded or modified, that condition or warranty will be deemed to be included in this agreement. However, our liability for any breach of such condition or warranty will be limited, at our option, to the resupply of the services or the cost of having the services supplied again. In no event will we be liable for any indirect, consequential, exemplary, or special damages.
- Western Downs Regional Council cannot be held liable for loss or injury. Stallholders must ensure a copy of your Certificate of Insurance that includes cover for both public and product liability has been provided to Western Downs regional Council prior to the event.
- Each Stallholder agrees to indemnify Council against all claims for damages or injury to the property or person of any persons in respect of any claim by any such person arising out of negligence on the part of the Stallholder or their agents or servants.
- To comply with Environmental Health Regulations please ensure a current copy of your Food Licenses are provided to Western Downs Regional Council prior to the event.

*If you have any questions regarding these Terms and Conditions, please contact Western Downs Regional Council Major Event Team at [events@wdrc.qld.gov.au](mailto:events@wdrc.qld.gov.au).*

