



## GREEN FAIR AND TWILIGHT GALA TERMS AND CONDITIONS

It is a condition of participation that you carefully read and adhere to all the information provided in the following Terms and Conditions, as this forms part of your agreement with Business Port Augusta to be part of the Green Fair/ Twilight Gala events. Please ask if you have any questions.

- **Green Power Festival** refers to the program of events and activities being run between April 1-4, 2020.
- **Green Fair** refers to the day of festivities on April 4, 2020 that will be open to the public 9am-3pm.
- **Twilight Gala** refers to the evening entertainment event on April 4, 2020 that will be open to the public 6:30pm – 12 midnight.
- **Organiser** refers to the organiser of the Green Power Festival, which is Business Port Augusta.
- **Exhibitor/ Stallholder** refers to the business / organisation / food vendor or any person authorised to have a site at the Green Fair/ Twilight Gala.

### GENERAL

- All exhibits/stalls shall be displayed in a professional manner and with a quality that both enhances your business/ organisation and the event aesthetic alike.
- All packaging materials and rubbish will be discreetly stored or removed by the Exhibitor/ Stallholder before and after trading hours.
- A variety of bins will be provided for the disposal of rubbish.
- Exhibitor/ Stallholder's and their representatives must supervise their exhibit at all times.

### WEATHER POLICY

- The Green Fair/ Twilight Gala is largely an outdoor event. It will go ahead, rain or shine and will only be cancelled in extreme weather conditions.
- The Organiser reserves the right to relocate elements indoors, withdraw prearranged power access or cancel the event due circumstances caused by extreme weather, utilising this right only where circumstances necessitate such action, and without any liability to us and the sponsors for any losses, damages or expenses which you may incur as a result.

## **ENVIRONMENTAL STATEMENT/ PROMOTIONAL ITEMS/ GIVEAWAYS/ PACKAGING POLICY**

The Green Power Festival is a renewable energy festival with sustainability themes. The Organisers seek to minimise the waste produced by the event and request your support to be as environmentally responsible as is reasonable.

As part of this commitment we are sourcing renewable power, minimising our use of water and other resources, and making thoughtful decisions to reduce and recycle our waste. As part of this we ask that:

- all promotional items, giveaways, containers, packaging, cutlery and straws etc distributed at the Green Fair/ Twilight Gala are designed to be re-usable, fully recyclable or compostable. Biodegradable products are fine too except for 'biodegradable plastics' as these just break down into micro sized plastic in the environment. We suggest you consider BioPak and other similar brands for packaging. See this link for more information about these types of products: <http://www.kesab.asn.au/kesab-blog/dedradable-biodegradable-compostable-which-should-you-use/>
- no plastic carry bags are distributed at the Green Fair/ Twilight Gala
- no diesel/ gas/ petrol or other fossil fuels are used to power festival activities at the festival. Pre- charged battery operated devices are permitted. We encourage you to charge them with renewable sourced power.

Festival Platinum sponsors SIMEC Energy Australia and ZEN Energy have committed to purchasing large scale green energy certificates (LGC's) to cover the electricity usage at the Green Fair and Twilight Gala. This will ensure all electricity, including that accessed by Exhibitors/ Stallholders during the event will support the growth of the renewable energy industry.

## **ORGANISER INDEMNITY**

- The Exhibitor/ Stallholder acknowledges and agrees that the Organiser has made no warranty or representation in relation to or in connection with:
  - The prospects of the Exhibitor/ Stallholder for selling products at the Green Fair/ Twilight Gala.
  - The Exhibitor/ Stallholder's access to people attending the Green Fair/ Twilight Gala or the access those people have to the Exhibitor/ Stallholder
  - The existence, number or quality of products that will compete with the Exhibitor/ Stallholder
  - The site position at the Green Fair/ Twilight Gala that the Exhibitor/ Stallholder will occupy
  - The existence or extent of any security at the Green Fair/ Twilight Gala.
- The Organiser reserves the right to undertake any of the following actions without notice:

- Refuse an application approval if the event is over capacity in a particular category or if your products/ services are seen to be inconsistent with the themes or quality standards of the festival.
- Relocate an Exhibitor/ Stallholder to another site within the Green Fair/ Twilight Gala;
- Require the Exhibitor/ Stallholder to remove from sale/ distribution any goods/ services or information which are not in keeping with the registered categories and themes and/ or were not approved as part of the application process;
- Request the Exhibitor/ Stallholder undertake any reasonable measure which in the opinion of the Organiser will improve the safety of the site.
- Remove or to have removed from the Green Fair/ Twilight Gala, an Exhibitor/ Stallholder who:
  - fails to abide by the set up or pack up conditions;
  - fails to abide by the trading hours;
  - fails to abide by the terms and conditions of the traffic plan;
  - fails to limit the products offered for sale to approved products;
  - commits a criminal act at the Green Fair/ Twilight Gala; or
  - behaves in a manner that the Organiser considers is inappropriate or may bring the Green Power Festival or Business Port Augusta into disrepute.
- The Organiser reserves the right to cancel the event, postpone or amend the stated date of the Green Fair/ Twilight Gala utilising this right only where circumstances necessitate such action, and without any liability to us and the sponsors for any losses, damages or expenses which you may incur as a result.

### **STALLHOLDER INDEMNITY**

- Without limiting the generality of any other provisions within these Terms and Conditions, the Exhibitor/ Stallholder hereby indemnifies the Organiser against all claims for loss arising in connection with or in relation to:
  - the Exhibitor/ Stallholder's participation in the Green Fair/ Twilight Gala;
  - the sale or attempted sale of approved products or any other products or services;
  - any injury or harm suffered by the Exhibitor/ Stallholder;
  - any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the Exhibitor/ Stallholder;
  - any loss, theft or damage to the Exhibitor/ Stallholder's property regardless of the cause of that loss or damage;

- the death of any person of a consequence, in whole or in part, of any act or omission by the Exhibitor/ Stallholder;
- any breach of these Term and Conditions by the Exhibitor/ Stallholder; or
- any legal costs on a full indemnity basis incurred by the Organiser as a result of the Exhibitor/ Stallholder’s breach of these Terms and Conditions.

### **EXHIBITOR/ STALLHOLDER’S OBLIGATIONS & RESPONSIBILITIES**

- The Exhibitor/ Stallholder agrees that at any time while at the Green Fair/ Twilight Gala, the Exhibitor/ Stallholder will:
  - respond cooperatively to any direction given by the Organiser’s staff in relation to the operation and occupation of their stall, equipment, goods and vehicle during set up and pack up out activities and any direction of a security or safety nature;
  - ensure that their activities do not endanger the safety or security of any people at the Green Fair/ Twilight Gala;
  - not cause any damage, make alterations or additions of any nature to, or carry out any works of any nature to equipment supplied to the Exhibitor/ Stallholder and that, if any such damage is caused, the costs of any repairs, making good or replacement are borne by the Exhibitor/ Stallholder
  - leave the site in the condition in which it was provided and that if any damage is caused to the site, then costs of making good shall be borne by the Exhibitor/ Stallholder;
  - not operate or use any amplified sound equipment of any nature without the express permission of the Organiser
  - keep the site and its immediate surrounds clean, tidy, presentable and free from waste and rubbish.
  - ensure that nothing is done at the Green Fair/ Twilight Gala which is illegal, obscene, offensive, dangerous or otherwise creates a nuisance or causes damage, disturbance, annoyance, injury or obstruction to any owner, occupier or user of any nearby land or premises.
  - comply with all Acts of Parliament and Regulations and By-Laws made under such Acts.
  - comply with all Work Health and Safety Policies, Procedures and Directives and take all reasonable practical measures to ensure your own safety and that of all other sites

### **FOOD VENDOR OBLIGATIONS & RESPONSIBILITIES**

All Exhibitor/ Stallholder’s selling food must:

- comply with SA Health Department regulations

- be prepared to have their site inspected on the day
- complete a 'Food Stall Notification Form' and submit it to the Port Augusta City Council by Friday March 13, 2020 (15 working days prior to the event).

**EXHIBITOR/ STALLHOLDER CANCELLATIONS**

- Exhibitor/ Stallholder's are responsible for advising the Organiser in writing and as early as possible of any cancellations or changes to their registration and/ or the approved products/ content being offered.
- Exhibitor/ Stallholder cancellations made prior to February 29, 2020 will receive a full refund.
- Any cancellations that take place after February 29, 2020 will forfeit their registration fee. No refunds will be provided after this date.
- No refund will be provided to Exhibitor/ Stallholder's who fail to attend the event.

**INSURANCE**

- All Food Vendors must have public liability insurance of up to \$20 million cover and provide proof of currency to the Organiser prior to February 29, 2020.
- All Green Power Expo Exhibitors and Sustainability Market Stallholder's (excluding Food Vendors) must have public liability insurance of at least up to \$10 million cover and provide proof of currency to the Organiser prior to February 29, 2020.

**PAYMENT**

- The site fee/s must be paid in full by the due date stated on the invoice in order to confirm event registration.
- Where payment is not made according to the invoice due date the Organiser has the right to allocate the site to someone else.

**DECLARATION**

I (name) \_\_\_\_\_ hereby sign on behalf of (Business/  
 Organisation Name) \_\_\_\_\_ that I have read and agree  
 to adhere to the Terms and Conditions associated with this event application.

Sign: \_\_\_\_\_

Date: \_\_\_\_\_