

POOCHES IN THE PARK AUSTRALIA 2020

TERMS AND CONDITIONS & BOOKING AGREEMENT

- The stallholder agrees to indemnify and to keep indemnified the Lost Pets of South Australia Inc and the City of West Torrens, its servants and agents and each of them from and against all actions, cost, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the issuing of the permit.
- Pooches in the Park is open to the public from 10am 3pm. Stallholders must be open and trading during these specified times. Stallholders are not permitted to pack up or leave before this time.
- Site access for set up is 2hours before the event.
- Site maps and run sheets will be provided to stall holders 1-2 weeks before the event. Please note final site map locations may change on the day of the event.
- Lost Pets of SA reserves the right to relocate vendors for better fit and to avoid gaps.
- Bump out must conclude one hour after the event concludes.
- Water and electricity access will not be available at the event, stallholders will need to source their own water and power if needed or request access to these at an additional cost.
- Open fires of any kind (including pizza ovens and kettle barbecues) are not permitted on days when
 a total fire ban is declared for the inner-metropolitan area unless you have obtained a Schedule 9 or
 10 Permit from the Country Fire Service as per the Fire and Emergency Services Act 2005. Please
 ensure that all gas BBQ's are kept well clear of any flammable objects, are in good working order and
 operated by a competent adult at all times.
- If you are using LP Gas please note all stall holders and catering vendors are all responsible for the safe use of LP gas for the duration of events that they attend. Before an event, these parties are required to complete three forms: Gas safety plans for stall holders & catering vendors (must be submitted to the event organiser at least 4 weeks before the start of the event) Gas safety: event details form (must be submitted to the OTR (The Office of the Technical Regulator) at least 4 weeks before the start of the event) Gas safety: event catering checklist. To download the forms or to find further information, visit sa.gov.au/otr/eventsafety
- Site fee should be paid ASAP to confirm vendor position, sites will be allocated on preference and on first application and payment preference.
- Vendors not on site setting up 30 minutes prior to event commencement may lose their site location and vendors arriving during the event may not be permitted to set up.
- Vendors will need to bring their own tents/marquees, trestle table etc. unless otherwise organised by Lost Pets of SA.
- Marquees and tents must be secured in a safe manner and weighted down appropriately (council regulation of 20kg per leg of marquee, no pegging.) Failure to do so will result in you being asked to leave.
- Any injuries or damages arising from your equipment will not be the responsibility of Lost Pets of SA and will need to be covered by individual vendor's Public Liability Insurance.
- Vendors are required to ensure their site space is left free from rubbish.
- If the vendor causes any damage to the grass on site, \$500 fine applies by the council and is directly payable by the offending vendor.
- All vendors must be booked and paid in advance of the event.
- All vendors will be required to provide their Public Liability Insurance Certificate of Currency with a minimum cover of \$20 Million with their application.

- All stalls selling any food/beverage items must complete and submit to Lost Pets of SA Inc the Fairs
 and Special Events: Temporary Event Food Notification Form (Individual Food Outlet) available from
 the market organisers and/or the City of West Torrens. If this has not been completed the organiser
 reserves the right to disqualify stallholders from trading on the event site. No sub-licensing allowed
- We will make every effort to notify you of the success of your application (approved or declined)
 ASAP.
- Vendor selection is at the sole discretion of Lost Pets of SA. Lost Pets of SA is not bound to accept any application. The trader acknowledges and accepts that by submitting this application, it does not constitute any agreement between Lost Pets of SA and the trader and any acceptance of this application will be at the absolute discretion of Lost Pets of SA. Completion of an application form does not guarantee a site at the Pooches in the Park event. The trader further acknowledges and accepts that by submitting this application the trader will be contacted by Lost Pets of SA with respect to the success of this application and no further correspondence will be entered into between Lost Pets of SA and the trader if this application may be unsuccessful.
- This application may be accepted by Lost Pets of SA and the trader commences trading at the event, however Lost Pets of SA has the right to terminate the agreement with the vendor at any time if they deem that the products sold do not comply with their policy or are appropriate at the event.
- Vendors agree to represent their site and themselves in a professional, safe and polite manner and not engage in behaviour that is disruptive or brings the reputation of Pooches in the Park and or Lost Pets of SA into disrepute.
- Vendors must comply with the requirements, regulations and legislations applicable to them including the WORK HEALTH AND SAFETY ACT 2012
- Vendors must respond accordingly and cooperatively with all Event Management Staff in relation to all aspects of the event including the operation of their stall, setting up and packing up their stall, vehicle allocations, equipment and goods and any direction of a security or safety nature.
- The Event Organiser has the right to direct vendors to leave the premises should their behaviour be inappropriate or unsafe or breaches the vendors terms and conditions.
- Vendors agree that their images/voice may be photographed, recorded or filmed during the event which may be published for the purposes of Lost Pets of SA and Pooches in the Park promotions.
- Notification of non-attendance is required prior to the event taking place but will not constitute a refund if cancellation is within 7 days of the event. Cancellations between 2 weeks and up to 7 days of the event may be entitled to a 50% refund based on circumstances.
- Should the event be postponed due to bad weather or other circumstance we will reschedule the event to the next best date available for the location.

In making this application, the below signed agrees to be bound by the conditions of the agreement and declares that the particulars provided by the applicant with regard to the proposed event are true and correct. The person signing warrants he/she has authority to bind the agreement for that purpose.

I have included a copy of \$20 million Public Liability, and if applicable my Food Licence /Food Handler's Certificate.

| Applicant Name: | |
|---------------------------|------------|
| Organisation / Business : | |
| Address | Post Code |
| Signature: | Date: / 20 |