



Darlington Arts Festival 2nd and 3rd November 2024 Stall Holder - Terms and Conditions

*Please read the following **Terms and Conditions** and ensure that you sign the statement on the application form.*

As a condition of entry and operation of a stall or bay space at the Darlington Arts Festival (DAF) the stall holder acknowledges and agrees to the following:

- A full refund will be paid in the event that the festival is shut down by a State Government directive. Otherwise a full refund is available for cancellations received up to the close of business on 30th September 2024. Cancellations from 1st October 2024 onwards will not be refunded and all fees will be forfeited.
- To abide by any directive from DAF regarding social distancing, sanitising and current Government directed Covid-19 requirements on the weekend of the festival.
- To abide by all rules and regulations at all times as directed by DAF and to conduct themselves and the business in an orderly and appropriate manner at all times;
- To ensure, at all times, conformity to all relevant State Government and local authority by laws, health and safety regulations and liquor licensing laws where applicable;
- To maintain stall presentation to a satisfactory standard and to act upon all direction from DAF grounds officials;
- To ensure due care of all property supplied by DAF including marquees, tables, chairs, power feeds and any other equipment and to immediately report any damage or loss to DAF equipment or service supplies;
- To accept liability for any equipment damage to DAF supplied services and equipment by or during the operation of the Stall Holder's stall;
- To acknowledge and accept that DAF, its committee, officials and volunteers accept no liability for loss or damage to the stall holder's stall, product or equipment including loss of income for any reason;
- That DAF personnel may need to reposition stalls from locations originally assigned for reasons of safety, services access or for good order and functionality of the festival or any other reasonable requirement and may do so at any time prior to commencement of the festival;
- That DAF can, without liability or obligation, remove any stall holder and their stall at any time from the festival grounds for inappropriate behaviour, any breach of the Terms & Conditions or failure to comply with any reasonable direction given by DAF officials;

- All stall holders must be fully insured for the duration of the festival including set up and pull down activities. Insurance policies must include adequate public liability cover. Non-food Stall holders must provide their own insurance cover and will need to present details of the policy to the Stalls Coordinator including details of the insurer, the insured entity and the cover at the time of registration.

- Food Vendors and Amusement Ride Operators need to present their insurance details **DIRECTLY** to the Shire of Mundaring. Send to cathyobrien@mundaring.wa.gov.au and;

- Shire of Mundaring regulations require that stall holders who do not have their own insurance policy or access to appropriate insurance will not be permitted to participate at the Festival.