

Stallholder T's & C's.

Definitions

Cleaning Fee means any fee incurred by Limestone Coast Festivals & Events Inc. associated with cleaning any rubbish or debris on or from a Site.

Conditions of Entry means any conditions notified (such as via signage) or provided to a Stallholder regarding entry requirements to the Fantasy Medieval Fair.

Force Majeure Event includes strike, lockout, other industrial disturbance or labour difficulty, war, act of public enemy, blockade, revolution, riot, insurrection, civil commotion, pandemic, epidemic, quarantine, serious viral outbreak or other widespread or serious threat to human health (including an outbreak or recurrence), government orders, directions or statements, government imposed shutdown or closure, lightning, storm, flood, fire, earthquake or explosion.

Goods means any tangibles and intangibles offered for sale by a Stallholder.

Intellectual Property means the business names, copyrights, patents, trademarks, trade names, designs and similar industrial, commercial and intellectual property and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, which subsists anywhere in the world now or in the future, regardless of the form and whether or not registered or registrable.

Event means the Fantasy Medieval Fair or event operated by Limestone Coast Festivals & Events Inc. from time to time.

Site means the applicable site at the Fantasy Medieval Fair or event allocated to a Stallholder following acceptance of their Stallholder Application by Limestone Coast Festivals & Events Inc.

Stallholder/Trader means any person operating a Site and offering, promoting or selling Goods at such Site.

Stallholder/Trader Application means the application completed by a person seeking to occupy a Site.

Stallholder Newsletter means the newsletter distributed by Limestone Coast Festivals & Events Inc. to a Stallholder from time to time.

Limestone Coast Festivals & Events Inc. means Limestone Coast Festivals & Events Inc. and their successors and assigns and where applicable any person acting on its behalf.

Stallholder acceptance

Limestone Coast Festivals & Events Inc. reserves the right to refuse a Stallholder Application and not enter any correspondence or otherwise explain the reasons for its decisions.

Stallholders are accepted at Limestone Coast Festivals & Events Inc.' **sole** discretion.

Limestone Coast Festivals & Events Inc. do not offer exclusivity on any Goods for any event.

Vehicle safety

When arriving at the Fantasy Medieval Fair and before setting up their Site, a Stallholder must:

- drive no more than 5kmph with hazard lights on at all times and
- park directly behind their Site or unload their Goods from any vehicles at the Site, as directed by Limestone Coast Festivals & Events Inc.;

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All vehicles must be removed from the Fantasy Medieval Fair precinct 30 minutes prior to the Fantasy Medieval Fair start time. All vehicles to be parked in the allocated stallholder/trader car park throughout the day.

Vehicles cannot be driven onto the Fantasy Medieval Fair precinct for 30 minutes past the patron gate closing and/or until Limestone Coast Festivals & Events Inc. has granted permission. Once permission is granted:

- all vehicles must drive at no more than 5kmph at all times; and
- have their hazard lights on at all times.

If a Stallholder moves a vehicle onto the fair precinct between the hours of 9.30 am – 4.30 pm on Saturday April 17th OR 9.30 am – 4.30 pm on Sunday April 18th 2027 Limestone Coast Festivals & Events Inc. will terminate the Stallholder's site for any future Fantasy Medieval Fairs AND the Stallholder will be fined \$500.00 per incident. The fine will be payable within 7 days, after which time a debt collection agency will be employed to recover any owing funds.

Access Times

Friday April 16th, 2027

- Fair volunteers will be onsite from 8.30am – 6pm to help you find your trade space and/or campsite.
- The indoor Hall area will be open 8.30am – 6:00pm for traders to setup.
- Security will be onsite overnight from 6.00pm Friday April 16th, 2027

Saturday April 17th, 2027

- Fair volunteers will be onsite from 7.00am.
- The indoor Hall area will be open from 8.00am to 5:00pm
- Vehicles used for loading must be offsite by 9.30am SHARP!
- Gates open to patrons at 10.00am, and close at 4.00pm.
- Vehicles may re-enter the site after 4.30pm and no earlier.
- Security will remain onsite overnight.

Sunday April 18th, 2027

- Fair volunteers will be onsite from 8.00am.
- The indoor Hall area will be open from 8.00am to 5:00pm
- Vehicles used for loading must be offsite by 9.30am SHARP!
- Gates open to patrons at 10.00am, and close at 4.00pm.
- Vehicles may re-enter the site after 4.30pm and no earlier.

Monday April 29th, 2027

- Fair volunteers will be onsite from 8.30am – 12:00pm
- The indoor Hall area will be open from 8.30am.
- The camping and trade areas must be vacated by 11.00 am.

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Early departures

In the best interest of the Fantasy Medieval Fair and as a courtesy to fellow traders, Sites must remain open and stocked, and marquees/gazebos must remain erect until the Fantasy Medieval Fair close time.

If a Stallholder 'sells out', prior to the Fantasy Medieval Fair's close time, Stallholders must display a sign indicating that their Goods are 'sold out' but must keep their marquees/gazebo erect until the Fantasy Medieval Fair close time.

If a Stallholder departs the Fantasy Medieval Fair early, Limestone Coast Festivals & Events Inc. will terminate the Stallholder's site for any future Fantasy Medieval Fairs AND the Stallholder will be fined \$500.00. The \$500 will be payable within 7 days, after which time a debt collection agency will be employed to recover any owing funds.

Fees

Stallholders will be issued with an invoice upon acceptance of their stallholder application.

Stallholders must pay invoices within 7 calendar days of the invoice date (unless agreed otherwise), and no later than 30 calendar days prior to the Fantasy Medieval Fair start time.

Failure to pay invoices will result in the Site being cancelled, which may be allocated to another party.

Stallholders acknowledge that the Fantasy Medieval Fair is all weather dependent. To the extent permitted by law, Limestone Coast Festivals & Events Inc. will not issue credits or refunds to Stallholders for any weather-related events.

Fantasy Medieval Fair fees will not be refunded if a Stallholder does not attend the Fantasy Medieval Fair at the scheduled time (wholly or partly).

Cancellation

Stallholders may terminate their Sites by providing Limestone Coast Festivals & Events Inc. With written notice at least 30 calendar days prior to the Fantasy Medieval Fair date.

Please note that there are no refunds on cancellations.

Attendance and weather conditions

The Fantasy Medieval Fair is an all-weather event and will operate irrespective of weather conditions.

Stallholders have an obligation to attend the Fantasy Medieval Fair. This is not only paramount to the success of the Fantasy Medieval Fair but also supports fellow Stallholders who trade and rely heavily on the Fantasy Medieval Fair as a source of income.

A Stallholder must ensure that their Goods are protected from all weather and that they have all the necessary equipment on hand to ensure this.

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Limestone Coast Festivals & Events Inc. require all Stallholders to:

- plan for adverse weather conditions, such as rain, wind, cold and heat; and
- ensure that appropriate safety and wet weather procedures are in place for their Site and Goods

Site allocations

Stallholders acknowledge that it is the responsibility of Limestone Coast Festivals & Events Inc. to conduct the Fantasy Medieval Fair to a reasonable standard, but it is not responsible for providing or guaranteeing sales, profits or success for Stallholders. Limestone Coast Festivals & Events Inc. will not provide any refunds or be responsible for slow or poor trade at any Fantasy Medieval Fair or Site.

Stallholders acknowledge that Limestone Coast Festivals & Events Inc. has not made any representations guaranteeing any sales, profits or success from Stallholder's operating a Site.

Stallholders do not hold any claim to permanent ownership of Sites and Sites can be changed at any time, including during the Fantasy Medieval Fair event.

Rubbish removal

Stallholders are responsible for the removal of all rubbish and debris.

A Stallholder must:

- leave their Site clean and clear of all debris; and
- promptly make good any damage to the Site or the Fantasy Medieval Fair caused by it, its servants, agents or invitees.

Where a Stallholder does not comply with Limestone Coast Festivals & Events Inc. cleaning requirements before leaving the Fantasy Medieval Fair:

- they will be charged a Cleaning Fee; and
- Limestone Coast Festivals & Events Inc. will not accept any further Fantasy Medieval Fair bookings from them until any outstanding Cleaning Fee has been paid.

No solid or liquid waste is to be deposited, or caused to be deposited, on the ground or in any drains or other public land/space.

Liquor licensing

All Stallholders who wish to sell or offer alcohol tasting at a Fantasy Medieval Fair will be covered by an event Liquor Licence managed by Limestone Coast Festivals & Events Inc.

Fantasy Medieval Fairs may be audited by law enforcement to ensure Stallholders comply with all applicable laws and regulations.

All Stallholders must abide by the laws relating to the Responsible Service of Alcohol ('RSA') and all Stallholders who wish to offer alcohol tasting must hold a RSA permit.

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Sale of specific items and food permits

It is the Stallholders obligation to ensure on a continuing basis that:

- all relevant council and government guidelines and health regulations applicable to their Goods and Sites are met; and
- all appropriate licences are obtained and maintained;
- the setup of their Site meets all council, legal and health and safety requirements.

Stallholders are required to provide a copy of their FBN registration to Limestone Coast Festivals & Events Inc. prior to participating in the Fantasy Medieval Fair.

Limestone Coast Festivals & Events Inc. events may be regularly audited by law enforcement to ensure Stallholder's compliance.

Any Stallholder who hands out samples of food or provides taste testing must ensure that:

- they comply with all health laws and regulations; and
- all required licences are obtained and maintained.

Stallholder Goods

All Goods that a Stallholder intends to offer or sell at the Fantasy Medieval Fair must be listed on their Stallholder Application.

If a Stallholder wishes to offer or sell any additional Goods, they must submit a written request to Limestone Coast Festivals & Events Inc., including all information regarding the Goods (including photos).

Limestone Coast Festivals & Events Inc. may accept or decline any Goods in their discretion.

The sale of firearms, explosives, weapons (not LARPing or Cosplay), poisons, pornography, pirated material, unsafe or hazardous electrical products, live animals, counterfeit products, illegal or unsafe products, or any product Limestone Coast Festivals & Events Inc. considers to be illegal or inconsistent with the community nature of the Fantasy Medieval Fair, is prohibited. If a Stallholder is found to be selling any of these products, Limestone Coast Festivals & Events Inc. may terminate their Site immediately and prohibit the Stallholder from any future Fantasy Medieval Fair.

All Goods offered and sold at the Fantasy Medieval Fair by a Stallholder must comply with all applicable laws, regulations and standards, including all applicable safety standards and compliance requirements.

Any weapons must comply with new regulations regarding the sale of swords/machetes etc (this information will be updated as the impact of the regulations are advised by SAPOL)

Any weapons sold for costume purposes must be sold in sealed packaging, or cable tied to holsters as per the event's weapon's policy: <https://fantasymedievalfair.com/weapons-policy/>

Stallholders must set up and display all Goods to a high standard and decorate their stalls in line with the Fantasy and/or Medieval theme.

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Stallholder equipment and weights

Stallholders must supply their own equipment and ensure they have everything required to operate their Site including gazebos, weights, sandbags, tables and chairs.

All tables, racks, displays, storage boxes, stock, merchandise, signage and any other items must be set up and remain within the designated Site boundaries.

Any signs must:

- be erected safely;
- not impede pedestrian flows;
- not display any offensive material; and
- be clean and presentable.

All Stallholder's equipment must be used in a manner that ensures public safety as paramount importance and in accordance with manufacturer's instructions and all applicable laws and regulations.

Stallholders are solely responsible for any loss, damage or injury arising from, or in connection with any of their equipment, signs or materials.

Stallholders must ensure that their Site is well presented, tidy and safe at all times. Signage promoting the Stallholders Goods is highly recommended.

Limestone Coast Festivals & Events Inc. do not recommend light weight gazebos or marquees.

Irrespective of weather conditions, gazebos and equipment must always be weighted down with heavy sandbags or with appropriate and secure weights.

Umbrellas must also be safely secured with a heavy base, have adequate weights and meet any applicable safety requirements.

Stall and personal security

Security of a Stallholder's equipment, goods including personal items is the responsibility of the Stallholder.

Stallholder's conduct

Stallholders must always act in a professional manner.

Limestone Coast Festivals & Events Inc. will not tolerate any offensive comments, gossip or bad behaviour towards the public, Fantasy Medieval Fair attendees, other Stallholders or Limestone Coast Festivals & Events Inc..

If a Stallholder has an issue with another Stallholder, they must promptly notify Limestone Coast Festivals & Events Inc.

Smoking or illicit drug use is strictly prohibited at the Fantasy Medieval Fair.

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Electricity and gas

Not all sites are provided with access to electricity. Stallholders must elect electricity access upon application to attend the event. Charges apply for electricity access.

Stallholders must provide their own power cords.

A Stallholder must not operate a generator at any Fantasy Medieval Fair without prior written approval from Limestone Coast Festivals & Events Inc.

Any Stallholder who uses electrical equipment at the Fantasy Medieval Fair must ensure that no lead is positioned where it may be a hazard including lying on the ground.

Stallholders must ensure:

- all electrical equipment and leads are fit for their purpose and used only in accordance with the manufacturer's instructions;
- all electrical equipment and leads are tested and tagged in accordance with AS/NZS 3760 and any applicable standards or other requirements at law; and
- that the tags are available for inspection by Limestone Coast Festivals & Events Inc. at all times.

Stallholders are responsible for ensuring safe gas cylinder usage and storage (if applicable).

Photography

Images of stallholders and stallholder products may be used as promotional material by Limestone Coast Festival and Events Inc for media and publicity purposes. By applying to be a stallholder at the event, you are agreeing to images of both yourself and your products being captured and then used by Limestone Coast Festival and Events Inc through promotions both online and digital.

Images supplied by stallholders may be used as promotional material by Limestone Coast Festival and Events Inc for media and publicity purposes. By supplying images of you, your stall or your products to Limestone Coast Festival and Events Inc, you are confirming that the images are yours, or you have approved photographer's agreement for use of photography. If permission was not sought for the use of images, any fees or royalties incurred for the use of the image will be invoiced to the relevant stallholder.

Insurance

Limestone Coast Festivals & Events Inc. public liability insurance policy does not cover Stallholders and/or their Goods.

It is the responsibility of all Stallholders to ensure that they hold and maintain adequate and appropriate public liability, personal indemnity and product liability insurance policies with a minimum value of \$10million and any other insurances required by law.

Stallholders must submit certificates of currency for these insurances to Limestone Coast Festivals & Events Inc. with their application form.

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Safety and emergency operations

Stallholders must, at all times, comply with all safety requirements of Limestone Coast Festivals & Events Inc. and ensure emergency exits are clear and not obstructed.

In the event of an emergency:

- Limestone Coast Festivals & Events Inc. will implement its Emergency Management Plan and Stallholders must comply with all instructions given by Limestone Coast Festivals & Events Inc.; and
- Stallholders must notify Limestone Coast Festivals & Events Inc. immediately.

Personal data

It is the Stallholder's responsibility to ensure that Limestone Coast Festivals & Events Inc. has current details on file including mobile, address and email.

Animals

Service animals must be wearing the appropriate identifying harness or collar and must be contained within your trade site.

Animals are NOT permitted at any indoor/hall trade space.

Pets are NOT permitted at the event during the hours of 9.30 am – 4.30 pm Saturday & Sunday.

Stallholders that have pets and service animals that are present at set up and pack up times must ensure their pets are social, friendly and able to be effectively controlled by the Stallholder;

- they are kept within their Site area; and
- that all pet deposits are promptly and effectively cleaned up and removed from the Fantasy Medieval Fair precinct;
- no animals are permitted in the hall/indoor area.

Promotional material/advertising

Limestone Coast Festivals & Events Inc. reserves the right to use images and/or photos of the Goods or Site, which may contain images of the Stallholder and/or their Goods, for promotional purposes.

Lost and found procedures

All 'found' items are to be promptly handed in to Limestone Coast Festivals & Events Inc. Information tent.

Stallholders must direct members of the public who have 'lost items' to Limestone Coast Festivals & Events Inc. Information tent.

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Intellectual Property and commercial information

Limestone Coast Festivals & Events Inc. owns all Intellectual Property created or developed by, or on behalf of, Limestone Coast Festivals & Events Inc.

All information and correspondence supplied to a Stallholder, or otherwise brought to its attention, is commercially confidential.

Ye Fine Print

By submitting a Stallholder Application to Limestone Coast Festivals & Events Inc., Stallholders agree to keep all correspondence and information confidential and not disclose such information to any third parties. Stallholders found to be sharing Limestone Coast Festivals & Events Inc.' information will be prohibited from operating a Site and asked not to trade with Limestone Coast Festivals & Events Inc.

To the full extent permitted by law, you waive all legal rights of action against and fully release Limestone Coast Festival and Events Inc, Fantasy Medieval Fair Staff; the owners, lessees and controllers of the venue; and the respective members, directors, officers, employees, volunteers, contractors or agents of the aforementioned ("Released Parties") from any liability for any loss, damage, personal injury, death, economic loss or consequential loss suffered or incurred howsoever arising out of or in connection with (whether directly or indirectly) (A) the performance or non-performance by Limestone Coast Festival and Events Inc of any part or whole of these Stallholder Terms (including any liability under contract or tort) or (B) your payment of Stallholder Fees or attendance at the Fantasy Medieval Fair; as well as (i) any theft, loss or damage to your property (including motor vehicles) at the Fantasy Medieval Fair, (ii) any other loss or damage caused by the negligence or the unforeseeable actions of other patrons; (iv) contracting a transmissible disease as a result of your attendance at the Event.

By becoming a Stallholder, you agree to indemnify the Released Parties against any loss or damage any of them may suffer as a result of your willful, negligent or reckless acts or omissions at the Festival or as a result of your breach of these Stallholder Terms.

To the extent permitted by law (including the Australian Consumer Law), the Released Parties will not be liable or responsible for any loss, damage, injury, delays, additional expenses or inconvenience suffered or incurred by you or any person in or entering or exiting the Fantasy Medieval Fair, participating in the Festival, use of the Site, or otherwise in connection with the Fantasy Medieval Fair, whether caused by the negligence of Limestone Coast Festival and Events Inc or any of the Released Parties and whether arising in tort, contract, bailment or otherwise. Where liability cannot be excluded or modified by law, including pursuant to the Australian Consumer Law (being Schedule 2 of the Competition and Consumer Act 2010 (Cth)) ("Australian Consumer Law"), Limestone Coast Festival and Events Inc limits its liability in respect of breach of any statutory guarantee under the Australian Consumer Law in the manner set out in section 64A(2)(b) of the Australian Consumer Law.

Entry to the Site is at your own risk. You understand that your attendance at the Fantasy Medieval Fair may carry with it certain dangers, including the risk of injury (including but limited to any injury or illness, or loss and damage to you and your property. By attending the Fantasy Medieval Fair and entering the Site, you accept the risk of damage and loss (including property damage, personal injury, economic and consequential loss) howsoever arising (including by negligence) at the Fantasy Medieval Fair. All Stallholders must be appropriately insured for all aspects of their involvement with the Fantasy Medieval Fair, including but not limited to public liability insurance, workers compensation and insurance for volunteers.

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If the Fantasy Medieval Fair cannot take place (in whole or in part) as a result of any act of God; extreme weather; bushfires; war; council or governmental rulings or decisions; actions or decisions of the police or other authorities; cancellation by the property owner, lessee or controller; or for any reason outside of Limestone Coast Festival and Events Inc's reasonable control ("Force Majeure Event"), then Limestone Coast Festival and Events Inc may, at their sole discretion:

- (a) Postpone the Event. Provided that the Fantasy Medieval Fair is postponed within twelve (12) months of the original advertised Event Date, Limestone Coast Festival and Events Inc may continue to hold Stallholder Fees and you shall not be entitled to a refund. Instead, you shall have the right to use the Stallholder Fees in credit to participate in the postponed Fantasy Medieval Fair. If the Fantasy Medieval Fair is not postponed within the specified period above, it will be considered a cancellation in accordance with clause (b) below.
- (b) Cancel the Event. If the Fantasy Medieval Fair is cancelled by Limestone Coast Festival and Events Inc due to a Force Majeure Event, then Limestone Coast Festival and Events Inc may grant a refund in their sole and absolute discretion unless otherwise required by law. Any refunds will be less a reasonable administrative service fee at the Limestone Coast Festival and Events Inc absolute discretion to cover expenses incurred from the cancellation.

Limestone Coast Festivals & Events Inc. may change these Stallholder Terms or the Conditions of Entry at any time.

Any changes will be communicated to Stallholders by Limestone Coast Festivals & Events Inc., such as via the Stallholder Newsletter.