

TERMS & CONDITIONS

2025 FAIR DAY MARKET STALLS

These terms and conditions (“**T&Cs**”) apply to your application (“**Application**”) to be a part of, and your participation in, the Sydney Gay and Lesbian Mardi Gras Fair Day (“**Fair Day**” or the “**Event**”) as a Stallholder (“**Stallholder**”).

Fair Day will be held on Sunday 16 February 2025 from 10:00am to 9:00pm at Victoria Park, Camperdown, or any other time, date or place as Sydney Gay and Lesbian Mardi Gras Limited (“**SGLMG**”) may determine, in its reasonable discretion (the “**Venue**”). Where there is a change in the time, date or place of the Event (“**Change**”), SGLMG will notify you of such Change within a reasonable time (but no less than 14 Business Days prior to the event).

All Stallholders must complete an online application (“**Application**”) through the online application system as provided by SGLMG.

By completing an online Application for the Event, you agree that you have read and understood SGLMG's [Privacy Policy](#).

By submitting an Application to participate in Fair Day, you accept these T&Cs. These T&Cs, together with any agreement between SGLMG and you for the purchase of a Stall and/or to 'activate' a space at the Event, replace any previous written agreements, understandings, negotiations or representation relating to the subject matter in these T&Cs. These T&Cs can only be varied in writing with the consent of both parties.

The person submitting the Application is responsible for ensuring that each of its employees, subcontractors, volunteers and/or agents are aware of these T&Cs and must ensure that they comply with these T&Cs. All participants are subject to these T&Cs, regardless of whether the Stall or activation is paid for or is provided through a sponsorship with SGLMG.

1. Definitions

Artists & Handmade Stall means a stall selling artisan products that are not commercially made e.g. artist made items, hand crafted pet goods.

Commercial Stall means a stall operating for profit as a registered company or business e.g. retail and services.

Consequential Loss means:

- (a) any Losses suffered by a party to these T&Cs as a result of a breach of these T&Cs that cannot reasonably be considered to arise naturally from that breach; and
- (b) any exemplary, punitive, indirect or incidental Losses or any special Losses in contract,

but excluding Losses suffered by a third party for which a party to these T&Cs is or becomes liable (including under an indemnity) as a result of that breach.

Food & Beverage Stall / Truck means a stall operating for profit by a registered company or business to sell food and/or beverage items.

General Stall means a Stall that is not a Food & Beverage Stall.

Late Application Fee means the fee described in clause 4.7 of these T&Cs.

Loss means all liabilities, losses, damages, costs and expenses suffered or incurred by any person whether arising in contract or tort (including negligence) or under any statute or under any other cause of action, and **Loss** has a corresponding meaning.

Personnel means your employees, secondees, directors, officers, contractors, volunteers and/or agents.

Stall means an Artists & Handmade Stall, Commercial Stall or Food & Beverage Stall / Truck (as applicable).

2. Food & Beverage Stalls

The following specific T&Cs apply to an Application for a Food & Beverage Stall / Truck and for the conduct of any Food & Beverage Stall / Truck at Fair Day:

- (a) you must hold a current valid City of Sydney food licence for a temporary food stall valid at the date of the Event;
- (b) Applications for a Food & Beverage Stall / Truck that sells or is in relation to alcoholic beverages will not be accepted;
- (c) you must comply with all requirements of the City of Sydney in relation to operating a temporary food stall;
- (d) you must comply with the relevant requirements of the NSW Food Authority;
- (e) for the avoidance of doubt, it is entirely the responsibility of the Stallholder to ensure that all aspects of their Food & Beverage Stall / Truck comply with the requirements of the City of Sydney and the NSW Food Authority (**Operating Requirements**). A Food & Beverage Stall / Truck may be closed down at any time during the Event if, in SGLMG's reasonable opinion (or if the City of Sydney and/or the NSW Food Authority determine) that the Food & Beverage Stall / Truck does not meet the standards set out in or comply with the Operating Requirements. The parties acknowledge and agree that a failure to comply with the Operating Requirement (including a failure to comply with the Operating Requirements as reasonably determined by SGLMG) constitutes a material breach of these T&Cs;
- (f) the final closing date to submit an Application is Thursday 19 September 2024 at 1:00pm. Consideration of any Application after this date will be solely at the discretion of SGLMG and may be subject to a Late Application Fee;
- (g) payment for successful Applications must be paid within two (2) weeks of notification that your Application was successful, or your successful Application will be considered forfeited;
- (h) the preparation and sale or provision of food and all food vendors must comply with City of Sydney's requirements (including all approvals and permits) for the operation of temporary food stalls including but not limited to:
 - (i) City of Sydney's health conditions;
 - (ii) the *Food Act 2003 No 43* (NSW);
 - (iii) the *Food Regulations 2010* (NSW); and
 - (iv) the City of Sydney's 'Requirements for the operation of a Temporary Food Stall';
- (i) drop sheets, port-a-floor or a similar non-permeable, non-slip matting must be placed under all cooking and serving areas;
- (j) no gas barbeques are allowed within the confines of the Venue unless pre-approved by SGLMG in writing;
- (k) no open flames are permitted within the confines of the Venue unless pre-approved by SGLMG in writing;

- (l) food stalls, preparation and refreshment areas must have appropriate separate hand-held fire extinguishers; and
- (m) you must not sell single-use plastic water bottles.

3. Fees

The fees payable in respect of your Application are set out in the Application form, and vary depending on the category of your Stall. If your Application is successful, SGLMG will review the Stall category you selected in your Application to confirm it is correct. If you have selected the wrong Stall category, SGLMG will contact you to advise you of the correct category for your Stall and the associated fee.

4. General Stalls (All non-food stalls)

- 4.1 The closing date to submit an Application for a General Stall is Thursday 19 September 2024 at 1:00pm. Consideration of any Application submitted after this date will be solely at the discretion of SGLMG and may be subject to a Late Application Fee.
- 4.2 Payment for successful Applications must be paid within two (2) weeks of notification that your Application was successful, or your successful Application will be considered forfeited.
- 4.3 You have the sole responsibility for informing yourself of, and managing the status of, your Application. SGLMG is not responsible for any Loss associated with a failure by you to accept or exploit a successful Application.
- 4.4 SGLMG may accept or reject any Application from you to participate in Fair Day in its absolute discretion and without giving reasons. Without prejudice to the generality of this clause 4.4, SGLMG will not accept the following Applications:
 - (a) any Application which is incomplete;
 - (b) any Application for a Food & Beverage Stall / Truck from a Stallholder who does not hold a current and valid City of Sydney food licence;
 - (c) any Application from a former participant of Fair Day who:
 - (i) has demonstrated poor performance or behaviour, as reasonably determined by SGLMG;
 - (ii) has broken previous contractual commitments to SGLMG; or
 - (iii) as at the date of the application is liable to SGLMG for outstanding fees;
 - (d) any Application from a participant which may conflict with or may prejudice SGLMG's existing sponsorship arrangements, as reasonably determined by SGLMG;
 - (e) any Applicant who in SGLMG's reasonable opinion does not align with the values of Sydney Gay and Lesbian Mardi Gras and the LGBTQIA+SB communities; andany Applicant who does not align with the values set out in the SGLMG Ethics Charter
- 4.5 SGLMG will confirm receipt of all Applications by email.
- 4.6 Participation in Fair Day will not be permitted unless all applicable fees have been paid in full, including any applicable late payment fees.
- 4.7 Late Applications may be considered and accepted in SGLMG's absolute discretion, provided that the late applicant pays the non-refundable late Application fee of \$150.00 (plus GST) ("**Late Application Fee**") at the time of submitting their late Application. The Applicant acknowledges that this fee is a fair and reasonable reflection of the additional costs incurred by SGLMG in processing late Applications,

including but not limited to additional administrative and logistical costs, and the additional time and resources of SGLMG's personnel.

- 4.8 Subject to applicable laws, no refund of Application fees will be issued after the close of Applications where:
- (a) the Applicant withdraws its Application; or
 - (b) Fair Day is cancelled for reasons outside of SGLMG's reasonable control (including due to a Force Majeure Event).

5. Your participation at Fair Day

5.1 Your participation at Fair Day is conditional on the following:

- (a) all persons associated with your Stall must treat their colleagues, volunteers and employees (as applicable) and members of the general public, fairly and consistently, in a non-discriminatory manner, with full regard for their rights and obligations and actively avoiding harassment or discrimination against colleagues, members, volunteers, or general public on the grounds of sex, sexual orientation, gender identity or expression, gender, age, race, cultural background, physical or mental impairment, political or religious conviction;
- (b) each Stall and activities associated with a Stall must be consistent with the objects of the SGLMG's Ethical Charter as current at the date of the Application, available from our [website](#);
- (c) Stallholders must comply and ensure all employees, agents and other persons associated with their Stall also comply with, all laws, including local laws and all other legal requirements relevant to the operation of the Event and use of the Venue;
- (d) Stallholders must comply with these T&Cs; and
- (e) Stallholders agree to accede to all reasonable directions or requests given by any authorised representative of Sydney Gay and Lesbian Mardi Gras or City of Sydney in connection with the Event.

5.2 In respect of your Stall and your conduct and activities at Fair Day, you must:

- (a) construct and decorate your Stall with due care and skill and to a high standard;
- (b) only display, distribute, offer for sale or otherwise use your Stall for the purposes set out in your approved Application;
- (c) adhere to the City of Sydney's [Guidelines for Reducing Single Use Items](#). For more information refer to the City of Sydney's website [here](#);
- (d) not use promotional flyers and leaflets to promote your Stall and/or the Event. For clarity, some City and government information leaflets are allowed when they assist members of our community. You may use such leaflets provided these are approved by the City of Sydney and have been submitted with your Fair Day Application. You must ensure you distribute these responsibly and use recycled paper;
- (e) not use single-use items and excessively packaged items;
- (f) obtain SGLMG's prior approval for and include in your Fair Day Application, all giveaways associated with your Stall. Gift bags should be made from reusable materials and the contents, where possible, should not be made from plastic;
- (g) only use recyclable packaging and biodegradable containers. The use of plastic or polystyrene packaging and containers is strictly prohibited;

- (h) ensure all Venue structures and surrounds are maintained in a clean and tidy manner at all times and all waste and general rubbish cleared on a regular basis; and
 - (i) to the extent you will provide your own structure or build, provide engineering certification.
- 5.3 In respect of your Stall and your conduct and activities at Fair Day, you must not:
- (a) use microphones, loudspeakers, amplified voices or amplified music unless authorised in writing prior to the Event by SGLMG (such authority not to be unreasonably withheld);
 - (b) provide your own generator, SGLMG provides power for a fee;
 - (c) bring your own cool room, SGLMG will make available shared cool rooms for hire; and
 - (d) promote any other third-party or partner/sponsor without the express permission of SGLMG (such permission not to be unreasonably withheld).
- 5.4 The provision of material collections or charity collections outside of your Stall is not permitted. Walkabouts or roving distributors or collectors are not permitted.
- 5.5 You must comply with all relevant laws and industry codes of practice including the guidelines set out in the Work Health and Safety Act 2011 and related regulations for maintaining a safe working environment.
- 5.6 All stallholders must comply with applicable health guidelines provided by NSW Government.
- 5.7 All stallholders must agree to stay home when feeling unwell or are required to isolate.
- 5.8 It is recommended that stallholders supply hand sanitiser at their stall or food truck.
- 6. Your use of the Venue**
- 6.1 SGLMG will confirm the allocation of Stalls at the briefing prior to Fair Day. SGLMG does not guarantee allocation of particular sites to you nor the location of related or competing Stalls.
- 6.2 Electricity, if required, must be requested from SGLMG and paid for in advance. Electricity is provided on the following conditions:
- (a) you must provide SGLMG with accurate information regarding the amount of electricity required;
 - (b) you must supply all required adaptors and leads to connect to the electricity supply;
 - (c) you must ensure that all electrical appliances, cables and leads are appropriately tested and tagged by a qualified person in advance. SGLMG production will conduct random inspections to ensure this requirement is met;
 - (d) electrical equipment that does not meet inspection standards must not be used; and
 - (e) you must ensure that all power boards are installed with an RCD or safety switch and no double adaptors are allowed.
- 6.3 Stalls requiring electricity may be grouped together to facilitate the setup of the electrical infrastructure. Therefore, SGLMG retains entire control over location of various Stalls based upon their requirement for electrical power.
- 6.4 You must not run off any fat and / or grease at the Venue. All waste material must be collected and contained by you and removed from the Venue and not poured down drains or onto the grass.
- 6.5 You must keep your Stall and the immediate surrounds (front, rear and sides) tidy and clear of rubbish and debris during Fair Day. You must leave the area of your Stall in the same condition as you found it.

If the area of your Stall is not left clean and tidy or your activities are creating unwanted rubbish outside the area of your Stall, SGLMG may require you pay a cleaning fee on an as incurred basis, depending on the damage caused.

- 6.6 You are not permitted to use any spikes or create any holes in the surface of the Venue. If the surface area of your Stall is damaged or has any holes, SGLMG may require you pay a turf replacement fee in line with the cost to SGLMG of rectifying the damage (as reasonably evidenced by SGLMG).
- 6.7 Stallholders must take reasonable measures to ensure that the Venue is protected from damage resulting from their Stall or the activities associated with their Stall, including:
- (a) protection of grass;
 - (b) protection of sensitive garden beds and plantings;
 - (c) protection of trees by not placing any structures within 5 metres of each tree trunk;
 - (d) no signs or other structures are to be attached to trees unless approved by the City of Sydney; and
 - (e) no glassware is permitted to be used,

for clarity, the Venue must be left in the same condition as it was in prior to the Event.

7. On Fair Day

- 7.1 The Venue will be closed to all Stallholders until 5.30am on the day of the Event, unless provision is made by SGLMG to set up on the day prior to the Event for purposes of Stall setup. All Stalls must be ready to trade by 9.45am on the day of the Event. Deliveries must not arrive before the allotted arrival time specified at the briefing prior to Fair Day, and any deliveries arriving outside the allotted time (including before Fair Day) will not be permitted.
- 7.2 Due to occupational health & safety requirements, after 9.30am and until advised by the Producer, Event Production Manager, Site Manager or Festival Coordinator of SGLMG, no vehicles will be permitted at or onto the Venue. Stallholders will be notified of the dismantling and final departure time during the day of the Event.
- 7.3 You must ensure a drip tray is placed underneath your vehicle(s) whilst located within the Venue.
- 7.4 Vehicles are not permitted to drive or park beneath the dripline of any tree within the Venue under any circumstances.
- 7.5 Vehicles entering and leaving the Venue may only use the paved pathways. These paths have a 6.6 Tonne Maximum Axle Capacity.
- 7.6 The gravel paths within Victoria Park are non-trafficable and as such no vehicles are permitted to pass on these pathways. Any damage to non-trafficable paths from vehicle movement by Stallholders will be documented, and the costs associated with remedying the damage will be the responsibility of the Stallholder.
- 7.7 Vehicles must be escorted through the Venue and not exceed walking pace.
- 7.8 Vehicles are not permitted to drive on grassed areas within the Venue unless turf protection measures such as Protrack, plywood boards or similar measures are used for all vehicle movements.
- 7.9 SGLMG may, acting reasonably, implement changes to the trading times for bars and performance times for stages. Where SGLMG makes such changes, SGLMG will provide as much notice to you as is reasonably practicable. SGLMG reserves the right to cease the Event, or aspects of the Event at any time at its absolute discretion. You may be provided a refund of a portion of the fees you have paid

under these T&Cs proportionate to the extent the event has been cancelled, as determined by SGLMG in its absolute discretion (acting reasonably).

- 7.10 You acknowledge and agree that the fees you have paid under these T&Cs are used towards the costs of organising and running Fair Day (including but not limited to processing applications, providing a space to hold the Event, the cost of mounting infrastructure for the Event and the supply of electricity and other utilities to the Venue), and that any refund that SGLMG agrees to provide:
- (a) will not be greater than the total Application fees paid by the Applicant; and
 - (b) will be reduced to reflect irrecoverable costs and expenses incurred by SGLMG.

8. Restricted activities and prohibited items

- 8.1 You acknowledge and agree that any breach by you of the below terms constitutes a material breach of these T&Cs.
- 8.2 Stalls are not permitted to distribute free / complimentary bottles of water in any circumstances.
- 8.3 SGLMG prohibits the following items from Fair Day and such items must not be displayed, distributed, provided for free or offered for sale:
- (a) X-rated or pornographic material; or
 - (b) any items which infringe any third-party intellectual property rights (including trademarks, copyright or passing off); or
 - (c) toy guns, cap guns, noise makers, fireworks of any kind, weapons (real or replica) of any kind or similar products; or
 - (d) balloons; or
 - (e) any dangerous or illegal substances of any kind.
- 8.4 Public nudity (ie full-frontal nudity of lower genitalia) is not permitted at Fair Day. You must comply with the minimum dress code, which is underwear or swimwear.

9. SGLMG's existing goods and services arrangements

No sponsorship, advertising or any kind of marketing activity is permitted at Fair Day without the prior written approval of SGLMG (which must not be unreasonably withheld, having regard to SGLMG's interests). Without prejudice to the generality to this clause 9, when considering whether or not to grant approval to sponsorship advertising or other marketing activities, SGLMG may impose certain conditions on that approval, including specifying height and size requirements for the advertising or other marketing materials.

10. Insurance

- 10.1 You must obtain and maintain the following policies of insurance:
- (a) public liability insurance policy for an amount not less than \$20,000,000 AUD or such other amount as SGLMG may specify from time to time (on reasonable notice), being the amount that may be paid arising out of any one single accident or event;
 - (b) all required statutory workers' compensation insurance or in the case of a sole trader, income/accident protection insurance and otherwise comply with all statutory workers' compensation requirements; and
 - (c) any other insurance that would be taken out by a reasonably prudent stallholder conducting an enterprise of the same or similar nature to your Stall on Fair Day.

- 10.2 The above policies of insurance must be in the name of the applicant for the Stall, note the interest of SGLMG and include a cross-liability clause.
- 10.3 You must provide SGLMG with certified copies of certificates of currency for the above insurance policies at the time of Application or as otherwise reasonably requested by SGLMG.
- 10.4 You must display a current certificate of currency of public liability insurance and worker's compensation insurance at your Stall at all times. You are responsible for ensuring that all third parties delivering or working at your Stall are suitably insured.

11. Consequences of material breach of these T&Cs

Without prejudice to any other rights SGLMG may have, if SGLMG determines, acting reasonably, that you are in material breach of any of these T&Cs and that breach is not capable of remedy, SGLMG may confiscate an offending item (to be returned after the Event), close your Stall or ask you to immediately leave the Venue (as the case requires), without refund of any fees paid to SGLMG.

12. Limitation of our liability

- 12.1 You are solely responsible for your property including your produce, materials and equipment.
- 12.2 Except where to do so would contravene any statute or cause any part of this clause 12.2 to be void or unenforceable including, for example, rights that may be available to you under the Australian Consumer Law, SGLMG otherwise excludes any and all liability (whether arising in contract, tort (including negligence), under statute or otherwise) for:
- (a) any theft, breakage, flooding, water, storm, electrical failure or any other form of Loss or damage you may incur (however so arising);
 - (b) the overnight storage of any items at the Venue; or
 - (c) any loss or damage caused to any third-party (including damage to the Venue) by you or your Personnel's produce, equipment, materials and machinery,
- except to the extent that such Loss or damage specified in paragraphs 12.2(a) to 12.2(c) is directly caused by the negligence or wrongful act or omission of SGLMG.
- 12.3 You agree to indemnify and keep indemnified SGLMG, its officers, employees, volunteers, sponsors and supporters (each an **Indemnified Party**), against all Losses sustained or incurred by an Indemnified Party arising out of or in connection with:
- (a) any fraudulent or unlawful act or omission by you or your Personnel;
 - (b) any death or personal injury (including illness) of any person caused or contributed by you or your Personnel;
 - (c) any loss or damage to the real or personal property of an Indemnified Party or third party caused or contributed by you or your Personnel; or
 - (d) any non-compliance by you or your Personnel with any regulation or law which applies to you (whether administered by local, state or federal government bodies),
- except to the extent that the Loss is directly caused by the negligence or wrongful act or omission of SGLMG.
- 12.4 You release SGLMG from any claim, action, liability, Loss, damage or expenses arising from or in connection with your participation (or otherwise) in Fair Day, except to the extent that such is directly caused by the negligence or wrongful act or omission of SGLMG.

- 12.5 Except where it is otherwise provided for under statute, SGLMG's maximum liability to you in connection with Fair Day is limited to the amount of fees actually paid by you to SGLMG under these T&Cs.
- 12.6 Each party excludes any and all liability to the other party (whether arising in contract, tort (including negligence), under statute or otherwise) for any loss of income, loss of any actual or anticipated profits, revenue, goodwill or business, any Consequential Loss, except where such exclusion of liability would contravene any statute or cause any part of this clause 12.6 to be void or unenforceable.

13. Force Majeure

If a party (**Affected Party**) is prevented, hindered, delayed or otherwise made impracticable or either party is prevented from complying with its obligations under these T&Cs (other than an obligation to pay money) by reason of any flood, riot, fire, judicial or government action, labour disputes, 'Act of God' or any other causes beyond the control of the parties (**Force Majeure Event**), then:

- (a) as soon as reasonably practicable after the Force Majeure Event arises, the Affected Party must notify the other party of the Force Majeure Event and of the extent to which the Affected Party is unable to perform its obligations;
- (b) those obligations will be suspended for so long as the Force Majeure Event continues to prevent those obligations being performed by the Affected Party;
- (c) the Affected Party will not be liable to the other party for Losses the other party suffers or incurs as a result of that Force Majeure Event and/or the suspension of obligations under clause 13(b); and
- (d) if either party is prevented from performing any of its material obligations under these T&Cs by a Force Majeure Event for more than 30 days, then either party may terminate these T&Cs by giving written notice to the other party.

14. GST

Unless otherwise stated, all fees are exclusive of GST. If GST is payable on a supply made under or in connection with these T&Cs, the recipient must pay to the supplier an additional amount equal to the GST payable on that supply (**GST Amount**) unless the consideration for the supply is expressly stated to be inclusive of GST. The GST Amount must be paid by the recipient to the supplier without set off, deduction or requirement for demand, at the same time as the GST-exclusive consideration is payable. The supplier will issue to the recipient a tax invoice relating to the supply.

15. Miscellaneous

- 15.1 Each party must do, at its own expense, everything reasonably necessary to give full effect to these T&Cs.
- 15.2 You must not sub-contract, assign or otherwise transfer your Stall, or part of your Stall, to a third-party without the prior written consent of SGLMG (which consent must not be unreasonably withheld).
- 15.3 These T&Cs are governed by the laws of the State of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of that State and those courts entitled to hear appeals from them.