2019 Positive Ageing Fair

When: Friday 23 August from 10:00am to 3:00pm
Where: Cannon Park Racetrack, Woree

Stallholder Application Form

If you are interested in participating in this year’s Positive Ageing Fair, please fill in the following details and submit to Niki Jones at rsvp@cairns.qld.gov.au or by post to Niki Jones, Cairns Regional Council, PO Box 359, Cairns QLD 4870 by 31 July 2019.

*Successful applications will be notified at the start of August 2019.*

**BUSINESS/ORGANISATION DETAILS:**

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<tr>
<th>Field</th>
<th>Details</th>
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<tbody>
<tr>
<td>Business/Organisation</td>
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<tr>
<td>Contact Person</td>
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<td>Address</td>
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**Description of product/service provided:**

**Description of display:** (i.e. what equipment will you bring e.g. own tables, pull-up banners etc)

**Type of stall provided:**

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<th>Details</th>
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<tr>
<td>One trestle table and two chairs. NB: the majority of stalls have no back wall for hanging items. Please advise if you are supplying your own table and chairs.</td>
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**Requesting a specific stall:**

<table>
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<tr>
<th>Option</th>
<th>Details</th>
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<tr>
<td>Option 1:</td>
<td>back wall (the first 15 stalls to request this will be accepted, all other stalls have no back wall space)</td>
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<td>Option 2:</td>
<td>larger space for awkwardly shaped items such as mobility scooters</td>
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<td>Option 3:</td>
<td>you would like to provide your own marquee</td>
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BUMP IN/BUMP OUT
Bump in will take place on Friday 23 August 2019 from 7am to 9:30am. All stallholders must be in place and set up by 9:30am. **Access** to the venue site will be monitored by Council staff and all stallholders must move as directed by Council staff. Stalls will be allocated by Council staff prior to event. There is **no power** supplied to any stalls unless indicated.

Bump out will take place on Friday 23 August from 3:00pm to 4:30pm. No stallholders are to depart prior to 3:00pm. Stallholders are responsible for **removal of their rubbish** and the event area must be left as it was found. There will be a coffee van onsite, which is the only place to purchase food and drinks for stallholders. It is advisable to bring your own food.

AGREEMENT
I/we agree to the terms and conditions as stated on this application:

Signed: ___________________________ Date: ______________________

Name: _________________________________
TERMS AND CONDITIONS

1) Acceptance of Application
The Organiser accepts your offer to exhibit at, or sponsor part
of the Event upon:
A) you signing this Agreement; and
B) the Organising Committee approving your application to
sponsor/exhibit.

2) Fees (not applicable for Positive Ageing Fair)
You must pay the Organiser the Fees upon signing this
Agreement.

3) Benefits
In accepting your application, the Organiser must provide you
with the benefits as set out in the 2019 Positive Ageing Fair
form.

4) Liability and Insurance
Subject to clause 5, you and your servant’s agents and
contractors occupy and use the Event space/booth allotted
under this Agreement and enter the Venue and act under or
pursuant to this Agreement at your own risk.

You hereby indemnify and release the Venue Managers/Event
Organisers against all actions, suits, costs, claims and
demands brought against the Venue Managers by any person,
firm or corporation for any damage or loss caused directly or
indirectly to or suffered by any person, firm or corporation as a
result of your act or default or resulting directly or indirectly
from your attendance at the Venue including travel to and from
such venues.

Without limiting the foregoing the Venue Managers/Event
Organisers shall not in any circumstances be liable for any loss
damage or injury which may occur to you or a third party, or for
any damage to your property including damage to exhibits,
plant, equipment, fixtures, fittings or other property whatsoever
or for any loss of profits which they may suffer howsoever
caused.

You must maintain adequate insurance to cover the cost of
any loss you suffer in relation to your equipment, exhibit
or display material or other property used in connection with your
attendance at the Event.

5) Implied Warranties
In the event any statute implies any term condition or warranty
into this Agreement which cannot be lawfully excluded, such
terms will apply to this Agreement, save that the liability of the
Organiser for breach of any such implied term will be limited, at
the option of the Organiser, to any one or more of the
following:
- the replacement of goods or re-supply of services to which
  the breach relates or the supply of equivalent goods or
  services;
- the repair of such goods;
- the payment of the cost of replacing the goods or of
  acquiring equivalent goods or equivalent services; or
- the payment of the cost of having the goods repaired.

6) Consequential Damage
The Venue Managers/Event Organisers will not be liable for
any indirect or consequential loss suffered in connection with
this Agreement

7) Security
You must comply with all instructions relating to the security of
the Venue issued by the Venue Managers/Event Organisers.

The Venue Managers/Event Managers take no responsibility
for any damage to or for the loss or destruction of an exhibit
from fire or theft or accidents or injury resulting from such
causes. If the Organiser provides you with written approval,
you may engage your own security staff at your own cost.

8) Additional Conditions and Regulations
You must observe the conditions, rules, regulations and
procedures of the Venue Managers/Event Managers in relation
to the Event and the Venue, which are available for inspection
on request.

9) Variations
The Organiser, in its complete discretion, may vary the
booth/floor plan or stand space allocation and you must accept
such re-allocation without any claim for a reduction in charges
or otherwise.

10) Unavoidable Occurrences
If the Event is cancelled or delayed through no fault of the
Venue Managers including but not limited to fire, flood, labour
disputes, natural disasters, acts of God, civil disorders, riots,
insurrections, work stoppages, slowdowns or disputes, or other
similar events, you will not be entitled to any refund or to claim
for any loss or damage.

11) Assignments and Subletting
You must not assign, sublet or share the whole or any part of
the space booth allotted without the knowledge and consent of
the Organiser.

12) Hours
The Organiser shall determine the hours during which the
Event shall be conducted and the times you will be able to
access the Venue.

13) Cancellation Policy (not applicable for Positive Ageing Fair)
If you cancel a sponsorship or exhibition booths/s, unless that
particular area sponsorship or exhibition space is resold, the
Organiser reserves the right to retain monies received. If the
space or sponsorship item is resold a penalty payment of up to
50% will apply. If the balance of payment is not received by the
due date, the allocated Sponsorship or Exhibition booth/s will
be cancelled.

14) Definitions
Agreement means these terms and conditions together with
the 2019 Positive Ageing Fair Stallholder Application Form.


Organiser means Cairns Regional Council, 119-145 Spence
St, Cairns QLD 4870.

Organising Committee means the 2019 Positive Ageing Fair
organising committee.

Sponsor means your company if sponsoring this event.

Exhibitor means your company if exhibiting at this event.

You means sponsor’s/exhibitor’s company name, and includes
all your agents, and contractors.

Venue means the premises of the Venue Owner at which the
Event is being held.

Venue Managers/Event Organisers means each of the
Organiser, Sponsors, Equipment Suppliers, Organising
Committee and Venue Owner.

Venue Owner means Cairns Regional Council