



# 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](mailto: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:

**Business/Organisation:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Ph:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Description of product/service provided:**

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

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**Type of stall provided:  
(Benefits)**

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.**

**Requesting a specific stall:  
(pls tick)**

**Option 1:** back wall (the first 15 stalls to request this will be accepted, all other stalls have no back wall space)

**Option 2:** larger space for awkwardly shaped items such as mobility scooters

**Option 3:** you would like to provide your own marquee

**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, exhibits 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.

**Event** means 2019 Positive Ageing Fair.

**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