

MEFF STALL HIRE TERMS & CONDITIONS

(Dated 10 March 2020)

Thank you for showing interest in being a stallholder at the 37th Multicultural Eid Festival and Fair to be held on Sunday 7 June 2020 at Fairfield Showground, Smithfield Road, Prairiewood.

Please find below the Conditions, Rules, Regulations & Responsibilities of Stallholders. These conditions are for the safety and security of all stall holders as well as the public. Kindly ensure you read these carefully and fully understand all it entails. This will help you to prepare in advance and thus ensure a more efficient and professional stall on MEFF day.

For food stallholders especially, please ensure you have read the clauses relating to Food Handling, Notification to relevant authorities, Electrical requirements, Public liability & Product liability insurance, as inspection of your stall will be carried out by Food Inspectors from Fairfield City Council on MEFF day and MEFF Food Stall Officers throughout the day.

We will be sending regular emails and posting information on our website. Kindly check these regularly. If you require any explanation of these Terms & Conditions, please feel free to email or phone at the earliest. **Please note that non-compliance of the Stall Conditions and Regulations will result in closure of your stall on MEFF day and rejection of your stall application from future festivals until further notice.**

Please read and keep these conditions carefully.

If you have any questions, please email to info@meff.com.au or phone (02) 9823 2063

1. About These Conditions

- 1.1 These are the conditions for the hire of stalls at the Multicultural Eid Festival and Fair. They apply to each person nominated as a stallholder on the official MEFF Stall Application Form (**Application Form**). They form a binding contract between each Stallholder and Australian MEFF Consortium Inc, organisers of the Multicultural Eid Festival & Fair (**MEFF**).
- 1.2 In these conditions, **you** or Stallholder means each stallholder nominated on the Application Form, and **we** or **us** means MEFF.
- 1.3 The MEFF Stall Committee will act as MEFF's representative on all stall matters, unless MEFF advises you otherwise.

2. Submitting Application Forms

- 2.1 Stall bookings must be completed on the Application Form online at www.meff.com.au. Each Stallholder must complete a separate Application Form.

2.2 You must ensure that the Application Form includes:

- (a) the name and contact details for one contact person, who will liaise with us;
- (b) a list of all items to be displayed or sold at the stall (please note that we may accept or reject any such items as set out in clause 12);
- (c) a list of all appliances that will be used at the stall, as set out in clause 11;
- (d) any special requirements for the stall; and
- (e) a current certificate for public liability insurance and, if applicable, product liability insurance that covers you and your stall, as set out in clause 7.
- (f) Discounts are available for some of the categories of stalls for not-for-profit organisations. A certificate of this proof must be provided with the organisation's name along with other relevant documents. If you do not provide us with the correct documents,

normal charges will apply.

- 2.3 You must ensure that you submit the Application Form online with full and correct payment in accordance with clause 3, by the deadlines set out on the MEFF website.

3. Payment

- 3.1 We do not accept cash payments. Payments can be made by direct deposit or Paypal.
- 3.2 Make direct deposits payable to Australian MEFF Consortium Inc., St. George Bank BSB 112879 Account No. 411585761. In the "reference" field, enter "stall" and your business name as set out in the Application Form. Attach a copy of the deposit slip when filling out the Application Form online.

4. Accepting or Rejecting Application for Stall Hire

- 4.1 We may, in our absolute discretion, accept or reject an Application for Stall Hire for any reason.

4.2 If we receive an Application for Stall Hire, we will issue you an email letting you know that your application has been received. It is important that you check the details set out in the email, and notify us promptly of any errors.

4.3 Your Application is pending until we issue you with a Confirmation email once we have checked the payment and submitted details. If we do not obtain the necessary details or documents, your application will not be deemed valid.

4.4 If we reject your Application, we will notify you, and refund to you all amounts that we have received from you for hire of the stall.

4.5 If you have not received any Confirmation or Rejection email within 10 working days we may not have received your Application and/or payment and we advise that you contact us to clarify.

5. Allocations of Stalls

5.1 All stalls are processed on a “first in, first served” basis. However, the location of stalls within the festival site will depend on various criteria (ecological restrictions, electrical power and water requirements, products offered etc.) This will be decided by us in consultation with Fairfield City Council.

5.2 You acknowledge that stall bookings are not transferable, and that no other person or business is permitted to take your place without our prior written consent.

5.3 Entry documents with stall allocations will be sent to you by [Friday 29 May](#).

5.4 Our decision will be final and binding on all stall hiring matters, including stall location.

6. Cancellations and Refunds

6.1 You may cancel your stall booking at any time by notifying us in writing of your intention to cancel.

6.2 If you notify us in writing at least [28 days](#) before festival, then we will refund you all amounts that

you paid for hire of the stall, less a \$50 administration fee. If we receive your written notification within [28 days](#) of the festival then you are not entitled to any refund.

6.3 You acknowledge that the Festival may be cancelled due to extreme weather, emergency or unforeseen circumstances. If such a cancellation occurs, MEFF is not liable to refund you any amounts you paid in respect of the stall.

7. Public Liability Insurance

7.1 You must have your own public liability insurance in the same name as Business name. In addition, all Food Stallholders must have their own current products liability insurance. These insurance policies must expressly and specifically cover your activities at the Festival, and all activities taking place at the stall.

7.2 A copy of your current public liability insurance policy and (if applicable) products liability insurance policy must be attached online when completing the Application Form.

7.3 The date of MEFF 2020 and the items you will be selling/displaying on MEFF Day must be shown clearly on the Insurance certificate or in a separate letter from the Insurer.

8. Timings For Stall Set Up And Operation

8.1 The Festival gates will open and close at specific times.

8.2 You must ensure that your vehicles enter the Festival gates only during the times specified, and not during any other times.

8.3 You must ensure that you comply with the times that we specify for:

- (a) your vehicles to be moved out of the stall area;
- (b) your stall to be ready and set up to operate;
- (c) your stall to stop trading; and
- (d) all materials to be packed up and cleared away.

We will tell you these times on the Entry Ticket or by any other written communication with you. We will also tell you in writing if any of these times change.

8.5 You are encouraged to bring your own trolleys to transport items if you are leaving early. Vehicles are not to enter or leave the premises before the closing time for public safety reasons.

9. Stall Information

9.1 Please refer to the “MEFF 2020 - Stall Categories & Costs” page which form a part of the *MEFF 2020 Stall Hire Terms & Conditions* for the different types of exhibitions and food stalls. Please indicate on the Application Form if there are particular preferences regarding your type of stall.

9.2 Each stall will be provided with two chairs. No extra tables or chairs are to be taken from any other area.

9.3 You must ensure that no marquees, tables, chairs or other property provided by MEFF or the Council are removed from the Festival premises at any time.

9.4 You must comply with all directions given by the MEFF Stall Committee. Failure to comply may result in your immediate exclusion from the Festival premises.

10. Setting Up The Stall Display

10.1 Once a stall is allocated, you must not move the stall, and must not permit any other person to do so.

10.2 You must set up your items within your own allocated area. The display/selling/distribution of all materials and goods must be executed from within your allocated exhibition/stall area due to public liability and safety requirements.

10.3 If you have a E15 Exhibition Stall, no clothing rack nor table will be allowed next to your stall. If you need additional space, you may book E10 or E20 Exhibition Stall.

10.4 You must ensure that:

- (a) the volume of instruments and sound equipment is not so excessive as to disturb other stalls nearby or the public; and
- (b) no loud noises emerge from the stall.

10.5 If you fail to comply with this clause 10, we may shut down your stall and require you to pack up and leave the Festival premises.

11. Electrical Items and Appliances

11.1 You must bring your own utensils, power leads and appliances. Power will only be available for low wattage appliances.

11.2 You must bring your own heavy duty black 30 metres long extension leads for 10-amp, 15-amp and 3-phase power (if allowed). All electrical and extension leads are to have testing tags and are to be kept above the ground for safety reasons.

11.3 You must set out on the Application Form each electrical appliance that will be used at the stall, and must not use at the stall any item that is not included on the Application Form. A maximum of 3 electrical appliances are allowed per stall.

11.4 MEFF is not responsible for power failure outside its control at any stage on Festival Day.

11.5 Electrical appliances are to be limited to a maximum of 2.4 KW power using a standard 10-amp G.P.O. No 15-amp or 3-phase appliances may be used without advanced written permission from MEFF (charges may apply).

11.6 Only gas stoves may be used with gas cylinders. Electric hotplates are not allowed. Charcoal based heaters are allowed only with our prior written consent, and under the conditions that we state.

12. Sale or Display of Goods at Stalls

12.1 We may, at our sole discretion, accept or reject any of the items listed on the Application Form

for sale or display at the stall. In addition, we have full authority to stop the sale or display of items on site at any time during the Festival.

12.2 You must not at any time sell or display at the Festival site any item rejected or prohibited by us; or any item not listed on the Application Form, without our prior written approval, which we may grant or withhold at our sole discretion.

12.3 You must not at any time sell or display at the Festival site any item that:

- (a) we believe makes unnecessary loud noises (such as air horns);
- (b) can cause harm to others or cause damage to property or floor area of the Festival site (such as 'silly strings').

12.4 Our decision is final and binding in determining what items can or cannot be sold or distributed from the stall or anywhere at the showground.

12.5 You will be solely responsible for, and bear all risks associated with, the collection of money at, and the transfer of money to and from, the site.

13. Food Stalls

13.1 Food Stallholders must display an accredited [Halal Certificate](#) for their food products in their stall as well as the Food Safety Supervisor (FSS) certificate, and also provide a copy of the certificate to us with the Stall Application.

13.2 Food Stallholders must also display a list of food items for sale, together with their prices, in a manner that is easy for customers to read and understand.

13.3 Food Stallholders must read and comply with Fairfield Council's "Information on the requirements for Temporary Food stalls".

13.4 Food Stallholders must read and comply with FSANZ (Food Standards Australia New Zealand) for food Businesses in Australia, available from

www.foodstandards.gov.au/codex/Pages/default.aspx

13.5 Fairfield Council's health inspector and MEFF may close your stall immediately in case of non-compliance with food safety or halal requirements, without being liable for refund of any amounts paid by you. Further fines may be imposed by the relevant authorities for non-compliance.

13.6 Food Stallholders must ensure that food items and rubbish are disposed of by Stallholders and their customers in the garbage bins provided.

13.7 All Food Stallholders are required to pay a bond, which will be fully refundable to you within 8 weeks after the date of the Festival if you have complied with these conditions and with all applicable regulations. You must ensure that the 'stall checklist' for your stall is signed off by the the MEFF Stall Incharge before closing up and leaving the stall site. You must present the signed off checklist to Security at the gate before leaving the Festival Area.

13.8 Stallholders must ensure that no coal is dumped on the premises. Stallholders must bring their own metal tins or containers to take away the coal.

13.9 You must ensure that appropriate fire safety equipment, including fire extinguishers and fire blankets, is available for the duration of the day.

14. Stall Maintenance

14.1 You must ensure that cleanliness is maintained at the stall throughout the day and at the end of the Festival, otherwise you may be fined by the Council.

14.2 You must remove from the premises at the end of the Festival excessive rubbish or hazardous material such as cardboard cartons, extra food, coal and broken glass.

14.3 You must return the stall and its components, together with any other equipment or materials

- provided by MEFF, on the closing of the stall, in the same condition and state of repair that they were provided in. You are responsible for any losses or damages to the stall, tables or chairs provided.
- 14.4 If damage occurs to any equipment or property of MEFF or the Council arising out of:
- deliberate mistreatment, misuse or vandalism by you or any person associated with you; or
 - a failure by you to comply with these conditions,
- then you must pay to MEFF the full replacement value of that equipment or property.
- 15. Compliance with Islamic Values**
- 15.1 You must ensure that only halal products are sold from or displayed at your stall.
- 15.2 You must not display, sell or promote materials contrary to Islamic value system and way of life. This includes obscene CD's, videos, computer games, posters etc.
- 15.3 You must not allow games of chance, haram goods such as pork products, alcoholic beverages, and addictive drugs including cigarettes at your stall. These are all strictly forbidden at MEFF.
- 15.4 The Festival at Fairfield Showground is an ALCOHOL FREE ZONE. No alcoholic drinks are allowed anywhere in the Fairfield Showground, You must not consume alcoholic drinks, and you must not permit alcoholic drinks to be consumed in your stall or the surrounding areas.
- 15.5 You must ensure that all food items that you provide, or that are provided at your stall, (including without limitation confectionary and packaged food items) comply with Islamic dietary guidelines for halal food items, including lollies and other packaged food items.
- 15.6 You must ensure that your stall is entirely free of objectionable literature, banners, photographs, videos or displays undermining the unity of the Muslim Ummah, any material that is offensive or insulting to, or promotes intolerance of, any race, religion or culture, and material offensive to the Australian government authorities. We may instantly remove any objectionable display or material.
- 16. Compliance with Regulations**
- 16.1 You must comply with all statutory regulations with regards to business, health and safety requirements.
- 16.2 You are responsible for charges and fines imposed by statutory bodies and government agencies.
- 16.3 Non-compliance with any regulation may result in the immediate closure of the stall without refund of any amounts you have paid. Failure to comply can also result in your being banned from future Festivals until further notice.
- 17. Limited Liability**
- 17.1 Nothing in these conditions operates to exclude, restrict or modify the application of any statutory or contractual provision (express or implied) if to do so would contravene the Australian Consumer Law or any other statute; or cause any of these conditions to be void (Non-excludable Obligation).
- 17.2 Subject to clause 17.3, MEFF's liability for a failure to comply with any Non-excludable Obligation is limited to:
- in the case of services, the cost of supplying the services again; and
 - in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- 17.3 Clause 17.2 does not apply to:
- a guarantee as to title, encumbrances or quiet possession under the Australian Consumer Law; or
 - goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption.
- MEFF's liability in respect of these matters is not limited by these conditions.
- 17.4 Except in relation to Non-excludable Obligations, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied by custom, under the general law or by statute are expressly excluded under these terms.
- 17.5 Except in relation to Non-excludable Obligations, MEFF's liability arising directly or indirectly in connection with these conditions and whether arising under any indemnity, statute, in tort (for negligence or otherwise) or on any other basis in law or equity is limited as follows:
- MEFF is not liable for any indirect or consequential losses or any loss of revenue, loss of profit, loss of business opportunity, economic loss, loss of data or systems, loss of use, payment of liquidated sums, penalties or damages under any agreement sustained by you or any other person arising from or in connection with these conditions; and
 - MEFF's total aggregate liability under or in any way connected with these conditions is limited to a refund of the hire fees for the stall.
- 18. Indemnity**
- You indemnify MEFF, its officeholders, employees and committee members, and must keep them indemnified, against any loss, cost, damage, expense, fine, claim, action, threat of action or legal demand that arises out of any breach by you of these terms and conditions, or any breach by you or another person of any local, state or federal government laws or regulations applicable to your stall or the operation of it.
- 19. Publicity**
- You acknowledge and agree that we may use photographs of stalls and their occupants for promotional or publicity purposes.