2027 MEFF STALL HIRE TERMS & CONDITIONS

Thank you for showing interest in being a stallholder at the Multicultural Eid Festival and Fair to be held on Sunday 21 March 2027 at Fairfield Showground, Smithfield Road, Prairiewood.

Please find below the Conditions for 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 to ensure a more efficient and professional stall on the Festival day.

For food stallholders especially, please ensure you have read the clauses relating to Food Handling, Notification to relevant authorities, Requirements for electrical and other items, Public liability & Product liability insurance. Inspection of your stall may be carried out by Food Inspectors from Fairfield City Council on the Festival 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 Conditions for Stallholders, please feel free to email or phone at the earliest. Please note that failure to comply with the Terms & Conditions for Stallholders may result in closure of your stall on the Festival 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 for Stallholders

1.1 These Conditions for Stallholders are the conditions for the hire of stalls at the Multicultural Eid Festival and Fair (**Festival**). 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 **(AMC)**, organisers of the Festival.

1.2 In these Conditions for Stallholders, **you** or **Stallholder** means each stallholder nominated on the Application Form, and **we** or **us** means AMC.

1.3 The MEFF Stall Committee will act as AMC's representative on all stall matters, unless AMC advises you otherwise.

2. Submitting Application Forms

2.1 Stall applications 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;

(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; and

(f) any other information requested by AMC on the Application Form.

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 all information included in, or provided in connection with, the Application Form is true, accurate, complete and up to date.

2.4 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.

2.5 If we receive an Application Form, we will issue you an Acknowledgement email letting you know that your application has been received. Please check your spam or junk folder. It is important that you check the details set out in the email and notify us promptly of any errors. In case you do not receive an Acknowledgement email within 24 hours after submitting your Application Form, please contact us immediately as this may indicate that we have not received your Application Form.

2.6 The Acknowledgement email is **not** an acceptance of your application – even if the email includes a Stall Application ID (or similar).

3. Payment

3.1 We do not accept cash payments. Payments can be made by direct deposit or credit/debit card (processed via Stripe; a card processing fee of 3% applies).

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.

3.3 Applications paid by direct deposit will not be deemed to have a confirmed booking until the funds have cleared in our account and we have reconciled your payment.

3.4 The stall rate that applies to you (Early Bird, Standard or Late) is set out in the current "AMANAH MEFF - Stall Categories & Rates" and is determined by the date on which you submit the Application Form and pay.

4. Approving or Declining Application for Stall Hire

4.1 Your application will remain in pending status as we review the details, check the documentation and confirm the receipt of payment.

4.2 We reserve the right, at our sole discretion, to approve or decline any Application Form for any reason.

4.3 If we approve your application, you will receive an Approval email from us confirming that you will be able to setup your stall at the Festival. Note that further details including location, Stall allocation and logistics will be provided closer to the Festival date.

4.4 If we reject your Application Form, you will be sent a Declined email and you will be entitled to a refund of all amounts that we have received from you for hire of the stall.

4.5 If you have not received an Approval email or a Declined email 28 days prior to the Festival day, please contact us immediately.

4.6 Due to our sponsorship agreement with AMANAH Finance, we do not accept stall applications from organisations that offer Shariah compliant financial services, Islamic home finance, Islamic commercial finance, or wealth management, investments and superannuation.

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 (including items for sale, environmental factors, and power and water requirements). This will be decided by us, in consultation with Fairfield City Council if necessary. There is no obligation to give a particular stallholder any specific location at the Festival.

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

6. Withdrawal, Cancellations and Refunds

6.1 You may withdraw your stall application at any time, subject to the clauses below, by notifying us in writing of your intention to withdraw.

6.2 If you notify us of your withdrawal in writing at least 28 days prior to the Festival date, then we will refund what you paid for hire of the stall, less a $50 administration fee. If we receive your written notification less than 28 days prior to the Festival date, then you will not be entitled to any refund.

6.3 We reserve the right to cancel any stall application for erroneous acceptance, unforeseen circumstances, reputational concerns, issues arising with third parties, or if you fail to comply with these Terms & Conditions. We will use reasonable endeavours to notify you of the cancellation at least 14 days prior to the Festival date. If we cancel your stall application at any time, you are entitled **only** to a refund of the amounts we have received from you for hire of the stall (except that you are not entitled to a refund if the cancellation arises out of your failure to comply with these Terms & Conditions, or with any additional agreed terms).

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

6.5 Except as expressly set out in these Conditions for Stallholders, you are not entitled to any refund in respect of any matters determined by AMC (including stall location, the removal of signs, sale items or other items, or the cancellation or shut down of a stall or part of a stall), or in respect of any decision by the Fairfield City Council or any of their food inspectors in connection with your stall.

7. Public and Product Liability Insurance

7.1 You must have your own public and product liability insurance (if applicable) in the same name as the organisation name on the Application Form. These insurance policies must expressly and specifically cover your activities at the Festival, and all activities taking place at the stall. Each insurance policy must be for no less than $10,000,000. If you do not have insurance, you may wish to get a quotation from any

of these or other providers: www.aami.com.au, www.mymarketinsurance.com.au, www.localcommunityinsurance.com.au.

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 the Festival, and the items you will be selling and/or displaying on the Festival day must be shown clearly on the insurance certificate or in a separate letter from the insurer.

7.4 If your insurance expires before the Festival date, you must provide your new Certificate of Currency and its expiry date prior to the Festival, otherwise your stall application will be cancelled without refund.

8. Timings For Stall Set Up And Operation

8.1 The Festival gates will open and close at specific times as advised by AMC.

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 through written communication with you. We will also tell you in writing if any of these times change.

8.4 You are encouraged to bring your own trolleys to transport items if you arrive late or are leaving early. For public safety reasons, vehicles are not to enter or leave the premises between the advised opening & closing times for the Festival gate.

9. Stall Information

9.1 For information about the different categories of stalls, please refer to the current "AMANAH MEFF - Stall Categories & Rates" on the MEFF website, which is deemed to be a part of the Conditions for Stallholders. Please indicate on the Application Form if there are particular preferences regarding your category of stall.

9.2 Each stall space 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 AMC 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.

9.5 You bring items (including goods for sale, appliances and other items) to the event at your own risk. AMC does not guarantee in any way the security of your items whether from loss, theft, damage or otherwise.

9.6 You agree and acknowledge that AMC does not make, and have not made, any representation as to the likely income or revenue that will or could be generated by you at the Festival, and we do not guarantee that you will generate any income, or avoid suffering loss, by participating in the Festival.

10. Setting Up The Stall Display

10.1 You must set up your items within your own allocated exhibition/stall space. The display, selling and distribution of all materials and goods must be executed from within your allocated space. Your allocated space cannot be changed or moved without AMC's approval.

10.2 If you have an E15 Exhibition Stall space, please note that no fete stalls are provided. You will need to pay for any tables when filling in the Application Form (up to 4 tables per stall). If you provide your own gazebo/marquee, then you must use weights to secure it. There is no provision to anchor these into the ground.

10.3 The category of stalls E05, E06, E08, E12 is limited to 1 table only and multiple purchases of this category is not allowed.

10.4 You must ensure that:

(a) the volume of instruments and sound equipment used in connection with your stall 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, then without limiting any of our other rights under these Conditions for Stallholders or at law, we may close your stall without refund of any amounts you have paid and require you to pack up and leave the Festival premises.

11. Electrical Items and Appliances, Gas Stoves and Charcoal Heaters

11.1 You must bring your own utensils, power leads and appliances. Power outlets will only be available as per your stall application and only if you have paid the required fees.

11.2 You must bring your own heavy duty 30 metre long extension leads. All electrical and extension leads are to have proof of testing and tagged no earlier than three months prior to the festival. All leads 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 electrical item that is not included on the Application Form. A maximum of three electrical appliances are allowed per stall subject to approval. All appliances are to have proof of testing and tagged no earlier than three months prior to the festival. The total wattage of all appliances connected to each power outlet should not exceed the wattage capacity of that outlet (eg. 2400 watts for 10 amp outlet).

11.4 AMC is not responsible for power failure outside its control at any stage on the Festival day.

11.5 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.

11.6 You must ensure that all electrical items and appliances, all gas stoves, all charcoal heaters, and any other equipment used in connection with your stall, meets applicable Australian Standards, and is safe for use in the Festival area.

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); or

(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 Festival 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". For more information and exemptions, go to: https://www.foodauthority.nsw.gov.au/retail/markets-and-temporary-events and also the NSW Government's Guidelines for food businesses at temporary events.

13.4 Food Stallholders must read and comply with Australia New Zealand Food Standards Code, a copy of which is provided by FSANZ (Food Standards Australia New Zealand) at the following website: www.foodstandards.gov.au/code/Pages/default.aspx

13.5 Fairfield Council's health inspector and AMC 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 (the amount is set out in the current "AMANAH MEFF - Stall Categories & Rates"), which will be fully refundable to you within 8 weeks after the date of the Festival, to the bank account you nominate on the Application Form, 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 MEFF Stall Incharge before closing up and leaving the stall site.

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. Failure to do so, in addition to being a breach of these Conditions for Stallholders, may also lead to you being 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 AMC, 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 AMC or the Council arising out of:

(a) deliberate mistreatment, misuse or vandalism by you or any person associated with you; or

(b) a failure by you to comply with these Conditions for Stallholders,

you must pay to AMC 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 audios, 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 the Festival.

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 immediately remove any objectionable display or material.

16. Compliance with Laws and Regulations

16.1 You must comply with all applicable laws and statutory regulations in connection with your stall, including with regards to business, health and safety requirements.

16.2 You are responsible for charges and fines imposed by statutory bodies, government agencies or any court or tribunal in connection with your stall.

16.3 Non-compliance with any applicable law or regulation may result in the immediate cancellation or 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 for Stallholders 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 applicable law; or cause any of these conditions to be void (**Non-excludable Obligation**).

17.2 Subject to clause 17.3, AMC's liability for a failure to comply with any Non-excludable Obligation is limited to:

(a) in the case of services, the cost of supplying the services again; and

(b) 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) a guarantee as to title, encumbrances or quiet possession under the Australian Consumer Law; or

(b) goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption.

AMC's liability in respect of these matters is not limited by these Conditions for Stallholders.

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, AMC's liability arising directly or indirectly in connection with the Festival, any stall or these Conditions for Stallholders, 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:

(a) AMC 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 the Festival, any stall or these Conditions for Stallholders; and

(b) AMC's total aggregate liability under or in any way connected with the Festival, any stall or these Conditions for Stallholders is limited to a refund of the hire fees for the applicable stall.

18. Indemnity

You indemnify AMC, 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:

(a) any breach by you of these Conditions for Stallholders;

(b) any infringement by you, or by any other person in connection with the set-up, operation or winding down of your stall, of the rights of any other person (including in respect of privacy or intellectual property rights); or

(c) any breach by you, or by any other person in connection with the set-up, operation or winding down of your stall, of any local, state or federal government laws or regulations applicable to your stall or its set up, operation or winding down.

19. Publicity

You acknowledge and agree that we may use photographs of stalls and their occupants (including any logos or branding appearing in those photos) for promotional or publicity purposes.

20. General

20.1 These Terms are governed by and interpreted in accordance with the laws of New South Wales, and the courts of New South Wales will have exclusive jurisdiction in respect of any dispute which may arise.

20.2 Before filing a claim or complaint against AMC, you agree to attempt to resolve the dispute by first contacting AMC, with a description of your claim. We will attempt to resolve the dispute within 60 days of receiving your message. If we are unable to resolve the dispute, you may commence formal action.

20.3 'Including' and similar words do not imply any limit. If any part of these Conditions for Stallholders is illegal, unenforceable or invalid, that part is deemed to be changed as required so that it is no longer illegal, unenforceable or invalid, and the remaining parts of these Conditions for Stallholders remain in full effect. Our failure or delay in enforcing these Conditions for Stallholders is not a waiver of our right to do so later. References to an organisation include firms, companies, partnerships, joint ventures, associations and other bodies corporate, and any of their successors or permitted assigns.