



STALLHOLDER LICENCE AGREEMENT

Details of Booking

Stallholder:

Name

ABN

Address

SUBURB STATE POSTCODE

Phone: [insert]

Email: [insert]

Event:

Regional Flavours 2021 – Grazed and Grown

Approved Products:

[insert]

Trading Day/s & Trading Hours:

Friday, 18 June 2021	4pm – 8pm
Saturday, 19 June 2021	11am – 3pm
	4pm – 8pm
Sunday, 20 June 2021	11am – 3pm

Venue:

Little Stanley Street Lawns, South Bank Parklands

Stall Area

To be provided with Set Up and Pack Down Information Sheets

Stall Size:

Standard 3m x 3m Stall

Standard 3m x 3m Stall + Guaranteed Corner Site

Stall Fee:

\$1,320 including GST

Additional Fees:

Power: 1 x 10amp - \$22.00 including GST

Power: 2 x 10amp - \$44.00 including GST

Power: 3 x 10amp - \$66.00 including GST

Power: 1 x 15amp - \$33.00 including GST

Power: 2 x 15amp - \$66.00 including GST



Space allocation for cold room: \$220 including GST

City Parklands:

Kristy Clancy
City Parklands Services Pty Ltd
ABN 72 068 043 318

PO Box 18, Stanley Street Plaza
SOUTH BRISBANE QLD 4101

Email: producedevents@cityparklands.com.au

Liquor Licensing

[Clause 3.9 applies or Not Applicable]



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General Terms

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

- (a) **Agreement** means this agreement together with the Details of Booking and any annexures, attachments or schedules to it.
- (b) **Approved Products** means those products and services approved in writing by City Parklands or City Parklands' Authorised Agent prior to the Event that the Stallholder may offer gratuitously or for sale at the Event.
- (c) **City Parklands** means City Parklands Services Pty Ltd ABN 72 068 043 318.
- (d) **City Parklands' Authorised Agent** means the person authorised by City Parklands to provide direction or advice to a Stallholder on behalf of City Parklands.
- (e) **Claim** means any claim, action, demand, or proceeding (whether based in contract, equity, tort or statute), arising out of, or under, or in any way in connection with this Agreement or otherwise at Law or in equity.
- (f) **Details of Booking** means the details of booking described at the front of this Agreement.
- (g) **Event** means the event described in the Details of Booking.
- (h) **GST** means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law or otherwise on a supply.
- (i) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- (j) **GST Law** has the meaning given in the GST Act.
- (k) **Guidelines** means the marketing and media guidelines specified in Schedule 2.
- (l) **Law** means any legally binding law, legislation, statute, Act, rule, order, regulation or by-law which is enacted, issued or promulgated by any government or governmental, semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality.
- (m) **Liability** means any liability, loss, damage, cost or expense, whether direct, indirect or consequential (including pure economic loss), present or future, fixed or unascertained, actual or contingent.
- (n) **Stall** means the stall, stand, booth, or compartment to be used for Trading the Approved Products by the Stallholder in the Stall Area within the Venue during the Event.



- (o) **Stall Area** means the single defined area at the Venue, the location and size of which is described in the Details of Booking, and within which the Stall is located.
- (p) **Stall Fee** has the meaning given to that term in the Details of Booking.
- (q) **Stallholder** mean the stallholder described in the Details of Booking.
- (r) **Staff**, in respect of a party, includes a party's agents, servants, employees, representatives contractors, subcontractors, volunteers and other persons associated with that party.
- (s) **Temporary Food Stall Licence** means a temporary food stall licence required by Law for the purpose of distributing food at the Event.
- (t) **Trade** means to undertake the Trading Activity in the Stall.
- (u) **Trading Activity** means advertising, offering either gratuitously or for sale, and selling the Approved Products with the aim of promoting the Stallholder and its products or services.
- (v) **Trading Day** means the days described in the Details of Booking.
- (w) **Trading Hours** means the hours set out in the Details of Booking.
- (x) **Venue** means the location or place described in the Details of Booking.
- (y) **VIP Vouchers** means, where applicable, food or other product/services vouchers provided by City Parklands to individuals nominated by City Parklands for use at the Event and the Stalls.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and shall not affect its interpretation; and
- (b) except to the extent that the context otherwise requires:
 - (i) reference to any legislation or any provision of any legislation shall include any modification or re-enactment of, or any legislative provision substituted for, and all legislation and statutory instruments and regulations issued under, such legislation or such power;
 - (ii) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (iii) words denoting the singular shall include the plural and vice versa;
 - (iv) words denoting individuals shall include corporations, associations, trustees, instrumentalities and partnerships and vice versa;
 - (v) words denoting any gender shall include all genders;
 - (vi) reference to a part, clause, attachment annexure and schedule is a reference to a part, clause,



attachment, annexure and schedule to this Agreement as modified or varied from time to time;

- (vii) where any word or phrase is given a definite meaning in this Agreement any part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;
- (viii) references to any document, deed or agreement shall include references to such document, deed or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (ix) references to any party to this Agreement or any other document, deed or agreement shall include its successors or permitted assigns;
- (x) a reference to a party includes that party's representatives and invitees;
- (xi) if a party to this Agreement is made up of more than one person, a covenant, warranty or agreement binds them jointly and severally;
- (xii) "includes" in any form is not a word of limitation;
- (xiii) all references to dates and times are to Brisbane time; and
- (xiv) all references to "\$" and "dollars" are to the lawful currency of Australia.

2. Licence to occupy

- (a) City Parklands:
 - (i) grants to the Stallholder and the Stallholder accepts a licence to occupy the Stall Area at the Venue during the Event; and
 - (ii) consents to the Stallholder Trading at the Event on the terms and conditions of this Agreement.
- (b) The Stallholder acknowledges and agrees that the grant of this licence to occupy by City Parklands does not commit City Parklands to grant any future licences to the Stallholder.
- (c) The Stallholder acknowledges and agrees that it may be ineligible for the grant of any future licence to occupy by City Parklands if it breaches this Agreement.

3. Conditions of Licence

3.1 Stalls

- (a) The Stallholder must:
 - (i) erect the Stall only within the boundaries of the Stall Area;
 - (ii) ensure that all Trading Activity occurs within the Stall Area;
 - (iii) comply and perform strictly with the Guidelines;



- (iv) cooperate with City Parklands to provide a high quality Stall presentation which adheres to the branding guidelines included in the information kit provided to the Stallholder by City Parklands for the Event;
 - (v) fully comply with all food, health and safety standards and all Laws;
 - (vi) obtain, maintain and display a current Temporary Food Stall Licence;
 - (vii) ensure each item of electrical and gas equipment brought to the Venue or used in connection with the Event by the Stallholder is regularly inspected and maintained and has a current electrical testing tag attached to it as required by Law;
 - (viii) accept valid VIP Vouchers from individuals who present them at the Stall during the Event; and
 - (ix) return all VIP Vouchers that were presented to the Stallholder during the Event to City Parklands together with an invoice for the equivalent amount of products and services exchanged for the VIP Vouchers at the conclusion of the Event.
- (b) The Stallholder acknowledges and agrees that it is not permitted to conduct roving Trading Activities or spruiking at the Event or within the South Bank Parklands.
 - (c) If vacant, the Stallholder may request City Parklands' consent to utilise any unallocated space immediately adjoining the Stall Area. City Parklands may, but is not obliged to, increase the Stall Area and may charge an additional Stall Fee or part thereof for the increase in the area.

3.2 Approved Products

- (a) The Stallholder may only promote and offer the Approved Products during the Event.
- (b) The Stallholder must stock a sufficient quantity of all Approved Products that it proposes to make available to patrons of the Event to cater for the expected amount of patrons at the Event.
- (c) If the Approved Products sell out at any time during the Trading Hours, the Stallholder must ensure that the Approved Products are re-stocked immediately to ensure a continuous supply is available at all times during the Trading Hours.
- (d) The Stallholder must not promote or offer any products or services which are illegal or offensive.
- (e) The Stallholder must keep a list of the Approved Products at the Stall and provide that list for inspection, upon request by City Parklands.

3.3 Trading Days and Trading Hours

The Stallholder:

- (a) may only conduct the Trading Activity during the Trading Hours on each Trading Day;



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- (b) must ensure that the Stall is set up and ready to Trade at the start of the Trading Hours on each Trading Day;
- (c) must continue Trading for the full duration of the Trading Hours on each Trading Day;
- (d) must not Trade outside of the Trading Days and Trading Hours during the Event; and
- (e) must cease Trading and begin dismantling the Stall at the end of the Trading Hours on the last Trading Day.

3.4 Set Up and Pack Down

- (a) Unless City Parklands notifies the Stallholder otherwise, set up and pack down of the Stall may only be undertaken during the times set out in Item 3 of Schedule 1.
- (b) The Stallholder must comply with any “Set Up” and “Pack Down” Information Sheets provided to it by City Parklands.
- (c) City Parklands may, in its absolute discretion, determine which streets within the Venue will remain open or be closed during the Event, and any times that the Stallholder may have vehicular access to the Stall Area to set up and pack down the Stall.
- (d) All vehicles must be removed from the Stall Area and the Venue within the time for set up or pack down as described in Item 3 of Schedule 1.
- (e) Subject to clause 3.7, all display equipment including any tables, benches, shelves, racks, hangings, signs and other promotional material must be set up only within the Stall Area. External A-Frames, pull up banners or other types of signage are not permitted outside of the Stall Area.
- (f) The Stallholder must ensure any plant and equipment used or brought to the Venue by it is installed securely and is operated safely.

3.5 Conduct of Stallholder

- (a) The Stallholder must:
 - (i) comply, at all times, with any directions of City Parklands in respect of any traffic control or security or safety issues including complying with any direction to vacate the Stall Area and the Venue immediately in the case of an emergency;
 - (ii) comply, at all times, with all Laws and any policies, rules or regulations of City Parklands while the Stallholder is at the Stall Area and the Venue including any local traffic rules and regulations on the road, in the car parks and in the areas in the immediate vicinity of the Event;
 - (iii) ensure the Trading Activity does not endanger the safety of any person or property at the Event;
 - (iv) keep the Stall Area and its surrounds clean and tidy and free from waste and rubbish during the Trading Hours;



- (v) report any injury to any person or damage to any property to City Parklands as soon as the Stallholder becomes aware of the injury or damage; and
 - (vi) if gas is used in connection with any equipment, comply with the gas safety checklist included in the information kit provided to the Stallholder by City Parklands and provide the completed checklist to City Parklands prior to the Event.
- (b) The Stallholder must not:
- (i) be under the influence of or in the possession of any illicit drugs at any time while at the Event, the Venue or while Trading;
 - (ii) interfere with any pedestrian access at the Event and around neighbouring properties;
 - (iii) be inconsiderate towards any neighbouring businesses or residents;
 - (iv) conduct themselves in a violent, abusive, intimidating, discriminating or offensive manner;
 - (v) do or permit anything to be done which is illegal, obscene, offensive, dangerous or otherwise creates a nuisance or causes damage, or a disturbance, annoyance, injury or obstruction to any owner, occupier or user of any nearby buildings or premises;
 - (vi) use any sound equipment without the prior written consent of City Parklands and comply with all conditions attached to that consent;
 - (vii) alter or cause any damage to the Stall (if provided by City Parklands), the Stall Area, the Venue or any equipment supplied by City Parklands. The Stallholder agrees that it must pay to City Parklands on demand the cost of any repairs, making good or replacement for any alteration or damage to any equipment supplied by City Parklands, the Stall (if provided by City Parklands), the Stall Area or the Venue; and
 - (viii) park illegally, double park in traffic lanes, park in driveways, queue across traffic intersections, undertake illegal U-turns or undertake any other traffic manoeuvre which may hinder traffic in the car park or in any of the streets surrounding the Event.
- (c) The Stallholder acknowledges and agrees that a breach of this Agreement by the Stallholder may result in the termination of this Agreement and the Stallholder being immediately removed and banned for the remainder of the Event.
- (d) The Stallholder acknowledges and agrees that it will comply with any direction given to it by City Parklands' Authorised Agent and any direction given to it by any member of the South Bank Parklands Security Team or any Police Officer.

3.6 Stallholder supplied equipment

The Stallholder must provide, at its own cost and expense:



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- (a) the Approved Products to be used for the Trading Activity from the Stall; and
- (b) all other products, equipment, tools and persons as set out in Item 1 of Schedule 1.

3.7 Signage

- (a) The Stallholder must not:
 - (i) erect any advertising, display or signage (promotional material) without the prior written consent of City Parklands; or
 - (ii) place or affix any promotional material to any building, structure, play apparatus or vegetation in the Stall Area, the Venue or in South Bank Parklands.
- (b) The Stallholder must take down any promotional material posted in breach of this clause immediately.

3.8 Waste Management

- (a) The Stallholder acknowledges and agrees that the waste bins provided by City Parklands at the Event and in South Bank Parklands are for the disposal of waste and rubbish by the Stallholder's customers and the general public, and must not be used by the Stallholder.
- (b) On each pack down the Stallholder must thoroughly clean the Stall Area and its surrounds and remove all of its own waste and rubbish from the Stall Area and the Venue. Failure to do so may result in City Parklands imposing a cleaning charge on the Stallholder, at City Parklands' sole discretion.

3.9 Liquor Licensing

- (a) If City Parklands decides to apply for a liquor licence to serve or sell alcohol at the Event (**a Liquor Licence**):
 - (i) the Stallholder must do all things necessary to assist City Parklands in its application for a Liquor Licence, including completing and returning any documentation required by City Parklands in relation to the application, no later than 60 days before the Event; and
 - (ii) a copy of the Liquor Licence will be provided to the Stallholder and must be displayed in the Stall on each of the Trading Days during the Event.
- (b) The Stallholder must comply with any conditions imposed by City Parklands in relation to the service of alcohol at the Event in addition to complying with all applicable liquor licensing Laws.
- (c) If the Stallholder will serve alcohol at the Event, it must employ at least one person who holds a current Responsible Service of Alcohol Certificate (**RSA Certificate**). That person must be present during the Trading Hours on each of the Trading Days.
- (d) The Stallholder must provide City Parklands with a copy of the current RSA Certificate prior to Trading.
- (e) The Stallholder acknowledges that compliance officers from the Office of Liquor and Gaming Regulation



may patrol the Event and may request to see the original Liquor Licence and the RSA Certificate, which will be held on site by City Parklands.

- (f) The Stallholder must comply with any directions given by any compliance officer of the Office of Liquor and Gaming Regulation or by City Parklands regarding the promotion, sale and consumption of alcohol, including in relation to any additional obligations on the Stallholder as described in Item 4 of Schedule 1.

4. Equipment and assistance from City Parklands

City Parklands will provide equipment and assistance to the Stallholder as set out in Item 2 of Schedule 1.

5. Stall Fee

5.1 Payment

- (a) In consideration of City Parklands granting the licence to occupy under this Agreement, the Stallholder agrees to pay the Stall Fee to City Parklands before the first Trading Day of the Event.
- (b) The Stallholder acknowledges and agrees that if it fails to pay the Stall Fee by the first Trading Day of the Event, then the Stallholder will not be permitted to set up the Stall or conduct the Trading Activity.
- (c) If the Stallholder has paid the Stall Fee but has not set up the Stall by the time specified for each Trading Day as specified in Item 3 of Schedule 1, City Parklands may in its sole and absolute discretion terminate this Agreement and the Stall Fee will be forfeited. City Parklands may then allocate the Stall Area to another stallholder.

5.2 Other costs and expenses

The Stallholder acknowledges and agrees that it must deduct, pay and remain solely responsible for any necessary workers' compensation insurance premiums, income taxes, required withholdings, unemployment insurance premiums, agent's fees or commissions, or union dues arising out of the performance of the Stallholder's obligations under this Agreement.

6. GST

6.1 Definitions

Words used in this clause 6 that have a defined meaning in the GST Law have the same meaning as in the GST Law unless the context indicates otherwise.

6.2 GST

- (a) Unless expressly included, the consideration for any supply under or in connection with this Agreement does not include GST.
- (b) To the extent that any supply made under or in connection with this Agreement is a taxable supply (other than any supply made under another agreement that contains a specific provision dealing with



GST), the recipient must pay, in addition to the consideration provided under this Agreement for that supply (unless it expressly includes GST) an amount (additional amount) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.

- (c) Whenever an adjustment event occurs in relation to any taxable supply to which clause 6.2(b) applies:
- (i) the supplier must determine the amount of the GST component of the consideration payable; and
 - (ii) if the GST component of that consideration differs from the amount previously paid, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.

6.3 Tax invoices

The supplier must issue a Tax Invoice to the recipient of a supply to which clause 6.2 applies no later than five (5) business days following payment of the GST inclusive consideration for that supply under that clause.

6.4 Reimbursements

- (a) Where a party is required under this Agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
- (i) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
 - (ii) if the payment or reimbursement is subject to GST, an amount equal to that GST.
- (b) For the avoidance of doubt, clause 6.4 shall not apply to any amount which is expressed to be consideration for the sale of shares.

7. Liability, indemnity and Insurance

7.1 Liability of City Parklands

To the extent permitted by Law, the parties acknowledge and agree that neither City Parklands nor Brisbane City Council will be liable for any Liability of any kind, including damage to or loss of goods or property, personal injury and death, howsoever caused, during or in any way connected with the Stall, the Stall Area, the Venue, the Event or the Trading Activity, except as a result of the negligence, unlawful conduct or wilful misconduct of City Parklands or Brisbane City Council.

7.2 Liability of the Stallholder

The Stallholder acknowledges and agrees that it is liable for, shall remain liable any:

- (a) theft of any Approved Product, cash, equipment or other goods from the Stall at any time including



overnight and before and after the Trading Hours;

- (b) failure by the Stallholder to sell or distribute of the amount of the Approved Products as it expected;
- (c) damage to property or any injury to or death of any person as a direct or indirect consequence of any act or omission by the Stallholder;
- (d) accident involving the Stallholder's vehicle while travelling to or from the Event;
- (e) incident occurring in or near the Venue caused or contributed to by the Stallholder;
- (f) any damage to City Parklands' or Brisbane City Council's property or any equipment supplied by City Parklands which results from any act or omission of the Stallholder and payment for any such damage shall be made by the Stallholder to City Parklands within thirty (30) days of written notification of the damage by City Parklands; and
- (g) any act of the Stallholder's Staff during the performance of any of the Stallholder's obligations under this Agreement and during any travel to or from the Event, the Venue or Stall Area.

7.3 Indemnity

To the extent permitted by Law, the Stallholder acknowledges and agrees to indemnify and keep indemnified, City Parklands and Brisbane City Council from and against all Claims and Liabilities whatsoever which may be brought or made or claimed against City Parklands and Brisbane City Council arising out of or in any way connected:

- (a) the Stallholder's access to the Stall Location, the Venue and the occupation of the Stall for the Event;
- (b) the sale or offer for sale of the Approved Products or any other products or services at the Event;
- (c) any damage caused to any property or any injury or death suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the Stallholder in connection with the Event;
- (d) any breach of this Agreement by the Stallholder;
- (e) any breach of any Law by the Stallholder in connection with the Event; and
- (f) legal costs on a full indemnity basis incurred by City Parklands as a result of any act or omission of the Stallholder including any breach of this Agreement by the Stallholder in connection with the Event.

7.4 Insurance

- (a) The Stallholder must hold and maintain:
 - (i) public liability insurance for the nature and capacity of the Stall and the Trading Activity to be carried out under this Agreement with an insurer authorised by the Australian Prudential Regulation Authority (APRA) to a value of at least \$20 million per occurrence and in the aggregate in respect of products in any one period of insurance; and



- (ii) workers' compensation insurance to the extent required by the Laws of the State of Queensland.
- (b) The Stallholder must produce to City Parklands on request, certificates of currency in evidence of the insurance policies referred to in clause 7.4(a).

7.5 Warranties

The Stallholder warrants that:

- (a) it is the owner of the Approved Products and has the right to sell them to a member of the public;
- (b) it has obtained all licences, consents, permits and approvals, statutory or otherwise, required to undertake the Trading Activity;
- (c) all Approved Products comply with all relevant food standards and packaging and labelling regulations; and
- (d) it has not entered this Agreement in reliance upon any representation or statement or other inducement made by City Parklands other than those expressly set out in this Agreement.

8. Weather conditions

- (a) The Stallholder acknowledges that the Event is held outdoors and the Stallholder accepts the risk of adverse weather conditions.
- (b) The Stallholder agrees to bring its own covers and equipment for protection against adverse weather conditions.
- (c) The Stallholder acknowledges and agrees that City Parklands is not responsible for any loss or damage suffered or incurred by the Stallholder as a result of any adverse weather condition.
- (d) Subject to clause 8(e) below, if adverse weather conditions persist at any stage during the Event, City Parklands will endeavour to consult with the Stallholder about suspending the Event for a certain period of time or for the rest of that day. The Stallholder is not entitled to cease Trading or pack down until City Parklands advises the Stallholder that Trading will be suspended.
- (e) If the adverse weather conditions are severe enough to create a risk to the safety of the Stallholder and the general public, City Parklands may unilaterally suspend the Event for a period of time or for the rest of the day.
- (f) The Stallholder acknowledges and agrees that if City Parklands suspends the Event on any day because of adverse weather conditions in accordance with this clause 8, no refund of the Stall Fee will be provided to the Stallholder by City Parklands.
- (g) City Parklands will not be liable to the Stallholder for any losses or additional expenses incurred by or in connection with the suspension, rescheduling or cancellation of the Event.



9. Termination and Cancellation

9.1 Termination by the Stallholder

- (a) The Stallholder may, by written notice to City Parklands terminate this Agreement at any time, for any reason.
- (b) If the Stallholder terminates this Agreement in accordance with clause 9.1(a):
 - (i) at least 30 days before the first Trading Day of the Event, the Stallholder must pay to City Parklands 50% of the Stall Fee (to the extent it has not already been paid); or
 - (ii) within 30 days of the first Trading Day of the Event, the Stallholder must pay to City Parklands 100% of the Stall Fee (to the extent it has not already been paid).

9.2 Termination for Stallholder Default

- (a) City Parklands may immediately upon notice to the Stallholder, terminate this Agreement if:
 - (i) the Stallholder does not comply with clause 3.5(a), clause 3.5(b) or clause 3.9 of this Agreement;
 - (ii) the Stall Area or Venue will be, or is likely to be, damaged as a result of the Trading Activity or the Stall Area or Venue is otherwise unfit for use; or
 - (iii) the Stallholder's use of the Stall Area or Venue would pose an unacceptable risk of disease or injury to any person.
- (b) The Stallholder acknowledges and agrees that if this Agreement is terminated by City Parklands in accordance with clause 9.2(a), that the Stallholder is not entitled to any refund of the Stall Fee.

10. Disputes

The parties agree that any dispute between the Stallholder and City Parklands concerning the validity, construction or effect of this Agreement shall be submitted to mediation in accordance with the Rules of the Resolution Institute by a qualified mediator (agreed by the parties acting reasonably), and failing that agreement, by a mediator appointed by the Chair of the Queensland Chapter of the Resolution Institute. The mediation shall be conducted in Brisbane and the costs of the mediator will be borne equally between the parties.

11. General Provisions

11.1 Entire Agreement

This Agreement represents the entire agreement between the parties and supersedes all prior negotiations and agreements between the parties.

11.2 Variations



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This Agreement may only be varied by a signed document in writing on behalf of each party.

11.3 Assignment

- (a) The Stallholder is not permitted to assign this Agreement.
- (b) The Stallholder acknowledges and agrees that City Parklands may, without notice to the Stallholder, assign this Agreement to any person.

11.4 Joint and Several Liability

If the Stallholder comprises more than one person, this Agreement binds each of them jointly and severally.

11.5 Representations and Warranties

Each party represents and warrants that it:

- (a) is the duly authorised representative of the person or entity on whose behalf this Agreement is signed and that it is legally entitled to enter binding contracts on its behalf;
- (b) has read and fully understand the terms and provisions of this Agreement;
- (c) it will comply with all applicable Laws in performing its obligations under this Agreement; and
- (d) has signed this Agreement knowingly and voluntarily.

11.6 Relationship of the Parties

- (a) The parties to this Agreement intend the relationship between them to be one of an independent contractor and customer. The Stallholder's Staff shall not be, or shall not be deemed to be, an employee, agent, servant, representative or contractor of City Parklands.
- (b) None of the benefits provided by an employer to its employees, including any wages or compensation, workers' compensation insurance or unemployment insurance shall be available from or through City Parklands to the Stallholder or Stallholder's Staff at any time.

11.7 Assignment

- (a) The Stallholder is not permitted to assign this Agreement.
- (b) The Stallholder acknowledges and agrees that City Parklands may, without notice to the Stallholder, assign this Agreement to any person.

11.8 Notices

Notices, consents and other communications in connection with this Agreement must be in writing and may be delivered or sent by post or email to the party's address set out in the Details of Booking. Notices take effect from the time they are received unless another time is specified in them.



11.9 **Waiver**

No rights under this Agreement will be deemed to be waived except where the waiver is in writing and is signed by each party.

11.10 **Counterparts**

This Agreement may be executed in any number of counterparts. Each counterpart will together form the complete Agreement.

11.11 **Costs**

Each party must pay its own fees and expenses of and incidental to the negotiation, preparation and execution of this Agreement, including fees and disbursements of its lawyers and accountants.

11.12 **Further Acts**

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to the other party) required by law, or reasonably requested by another party to give effect to this Agreement.

11.13 **Governing laws**

This Agreement is governed by the Laws of Queensland. Each party irrevocably submits to the jurisdiction of the courts of the State of Queensland.



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Execution

Executed as an agreement by the parties:

Signed by or for and on behalf of [insert name of company] ABN[insert]:)
)
)
)

Signature of Authorised Representative)

Signature of Witness)

Name of Authorised Representative)

Name of Witness)

Date:)

Date:)

Signed by **City Parklands Services Pty Ltd** ABN
 72 068 043 318 by its duly authorised
 representative in the presence of:)
)
)
)

Signature of Authorised Representative)

Signature of Witness)

Name of Authorised Representative)

Name of Witness)

Date:)

Date:)



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Schedule 1

Items to be supplied by the Stallholder

The Stallholder must provide, at its own costs and expense:

- (a) Produce, products and information for tastings and sales from the Stall.
- (b) Stall operation including a cashless point of sale system and attendance at the Stall by the Stallholder, or by the producer of the Approved Products, in person or by at least one neatly dressed representative with detailed knowledge of the Approved Products.
- (c) All related equipment and accessories for preparation and service of the Approved Products.
- (d) Environmentally sustainable serveware - Compostable or recyclable food containers (including plates, napkins, cutlery) as required for tastings and takeaway sales. Note: no single use plastics will be permitted onsite (eg. plastic bag, plastic bottles, plastic straws, plastic bags, polystyrene cups and plates)
- (e) Brisbane City Council (BCC) Temporary Food Stall License and/or food safety certificate as applicable (to be displayed inside stall during trading hours)
- (f) Stall decorations and related branded information. Display is permitted inside the Stall only.
- (g) Power extension leads for stall (minimum 1x 20metre length + power boards if required)
- (h) Adherence to the approved Food Services COVID Safe Plan including signed statement of compliance displayed in the stall and hand sanitiser available.

The Stallholder must ensure:

- (i) That all electrical appliances in use at their site (including power boards and extension leads) are tested and carry a current in-service electrical tag.

Assistance to be provided by City Parklands

City Parklands will provide to the Stallholder:

- (a) Stall infrastructure
 - (i) The Stall Size specified in the 'Details of Booking' of this Agreement and marquee infrastructure corresponding to the Stall Size

(ii) 1 x trestle table (2.4m [l] x 0.75m [w]) with white/black table cloth for a 3m x 3m stall

(iii) 2x trestle tables (1 x 2.4m [l] x 0.75m [w] + 1 x 1.8m [l] x 0.75m [w]) with white/black table cloths for a 3m x 3m stall with guaranteed corner site



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- (b) Access to power at a fee (if requested in advance) of \$22 including GST per 10amp outlet and \$33 including GST per 15amp outlet. The power requested by the Stallholder is specified in the 'Details of Booking' of this Agreement
- (c) Space allocation for cold room placement at a fee (if requested in advance) of \$220 including GST, to a maximum size of 3.5m x 2m (including trailer). Note: this is the space allocation only.

Set Up and Pack Down

Unless otherwise notified by City Parklands the Stallholder must adhere to the set up and pack down times as follows:

- (a) Set up for Stallholders
 - (i) Friday 18 June 2021, 12:00pm – 2:00pm (vehicle access permitted from 12:00pm, with all vehicles to be removed from the Venue by 2:00pm)
 - (ii) Saturday 19 June 2021, 6:00am – 9:00am (vehicle access permitted from 6:00am, with all vehicles to be removed from the Venue by 9:00am)
 - (iii) Sunday 20 June 2021, 7:00am – 9:00am (no vehicle access permitted)
- (b) Pack down for Stallholders
 - (i) Friday 18 June 2021, 8:00pm – 9:00pm (no vehicle access permitted)
 - (ii) Saturday 19 June 2021, 8:00pm – 9:00pm (no vehicle access permitted)
 - (iii) Sunday 20 June, 3:00pm – 5:00pm (vehicle access permitted from 3:30pm or when City Parklands deems it safe for vehicles to enter the Venue)

City Parklands will send a final Set Up and Pack Down Information Kit and other important documents for the Event to the Stallholder by [insert here].

Additional Obligations of the Stallholder

- (a) The Stallholder has been selected as meeting the Stallholder Selection Criteria noted below. City Parklands will continue to ensure that the stallholder continues to meet this selection criteria should any changes arise during the planning process up until the event.
 - (i) **SELECTION CRITERIA 1:** Supporting Local Business. Businesses must be from within a 250km radius of South Bank. This includes fresh produce for sale/sampling and edible products for sale/sampling.
 - (ii) **SELECTION CRITERIA 2:** Suitability of Product. Produce and products must be produced or prepared using high quality, locally sourced ingredients along with being environmentally sustainable. Products designed for immediate consumption must not be the primary focus of the stall's offer. The proposed price point of products is deemed acceptable for Regional Flavours visitors as determined by event organisers.



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- (iii) **SELECTION CRITERIA 3: Business Capability.** Products/produce must be sold on site by the actual growers or food business owners. The business will have enough stock to keep up with demand (4 sessions, up to 12,000 people across the 3 days).
 - (iv) **SELECTION CRITERIA 4: Sustainability Focus.** Stallholders must demonstrate a commitment to sustainable environmental practices and eco-friendly products (e.g., compostable serveware must be used).
 - (v) **SELECTION CRITERIA 5: Event Capability.** Experience participating at similar events including compliance with on-site guidelines such as stall presentation, safety (stallholder staff and the general public) and waste management.
 - (vi) **SELECTION CRITERIA 6: Event Representation.** To ensure balanced product representation across the Regional Flavours Marketplace and due to the limited number of stall spaces available, the Event Organiser will limit the number of similar products or number of businesses falling within the same product category. This means that certain product areas will be hotly contested so ensure your application really tells us why your products should be in the Marketplace over others that may be similar.
- (b) The Stallholder must adhere to the following key deadlines for provision of information:
- (i) [insert date here] Stall Site Acceptance Documentation Due
 - Signed Stallholder Agreement
 - Stallholder Fee Due
 - Completed Form 8 (Application for Wine Permit)
 - (ii) [insert date here] Final Event Documentation Due
 - Workers compensation insurance certificate of currency
 - Public liability insurance certificate of currency (if not previously supplied)
 - Brisbane City Council Temporary Food Stall Licence
 - Responsible Serving of Alcohol Certificate (if applicable)
 - (iii) [insert date here] Gas Safety Checklist (if using gas) to be completed by The Stallholder and collected by City Parklands prior to the start of Trading Hours.
- (c) The Stallholder must:



(i) Utilise the branded reusable plastic glasses as the exclusive receptacle for poured wine at the Marketplace.

(ii) Ensure that no other receptacles for wine pours are utilised, other than tasting thimbles.



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Schedule 2

MARKETING AND MEDIA GUIDELINES

Stallholders must comply with the following Guidelines in relation to use of personal and professional marketing and media in association with the Event.

General

- All Event marketing is at the discretion of City Parklands. This includes the choice of name for the Event and any branding, activity names, descriptions and locations related to the Event.
- City Parklands reserves the right to ask Stallholders to remove any traditional or online marketing or content that is deemed to be inappropriate or off-brand. Stallholders must comply with any direction from City Parklands in relation to the removal of such content from the Stall.

Stallholders may:

- wear clothing or uniforms that display their unique brand to the Event, provided that they are not deemed to be offensive or inappropriate by City Parklands; and
- use the digital promotional kit provided by City Parklands to promote participation at the Event. Event branding specifically featuring the facilitator may be provided if requested upon contract signing.

Stallholders must not:

- install or distribute any signage, advertising or promotional material without prior written approval from City Parklands. Any signage, advertising and promotional material (maximum size A6) installation or distribution requests must be submitted by the Stallholder to City Parklands for approval at least five business days prior to the first day the material is sought to be used. All Stallholders will be provided with a customized A frame, designed by City Parklands, displaying details of the Event and the Stallholder's name and logo;
- use personal imagery to promote the Event without the prior written approval from City Parklands. Please note that image requests must be submitted to City Parklands for approval at least five business days prior to the first day the imagery is sought to be used;
- create online events and accounts relating to the Event. If the Stallholder would like to share Event or account information, please request the official event and account details from City Parklands;
- comment on City Parklands' social media posts or publish any online content on behalf of the Event or City Parklands or any of its venues, without prior written approval of City Parklands;
- post any prohibited social media content. Examples of 'prohibited' content include commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that may incite or create a hostile environment;
- disclose any information that a reasonable person would consider to be confidential to City Parklands;
- partake in any media enquiries about the Event without the prior written approval of City Parklands; and
- deviate from the supplied welcome and goodbye script provided in Event announcements. Stallholders are not permitted to promote, advertise or endorse any other events of their own business unless prior written approval has been obtained from City Parklands.

