

HALLOWEEN FEST

Vendor Terms & Conditions

ABN: 15 381 208 934

Organiser: Tasmania's Most Haunted / Halloween Fest ("Organiser")

Venue: Hobart City Hall

Event Date: Saturday 31 October 2026

Trading Hours: 10:00 am – 5:00 pm

These Vendor Terms & Conditions ("Terms") apply to every person or business accepted to participate as a vendor at Halloween Fest ("Event"), including market vendors, exhibitors, artists, food vendors, food trucks, community organisations and sponsors operating a stall.

By submitting an application to participate in Halloween Fest, the Vendor acknowledges that they have read, understood and agree to be bound by these Vendor Terms and Conditions. If the Vendor's application is accepted by the Organiser, these Terms and Conditions form a binding agreement between the Vendor and the Organiser.

Where a Vendor prepares or sells food or beverages, the additional requirements contained in

Sections 16-19 – Additional Requirements for Food Vendors also apply.

1. Definitions

For the purposes of these Terms and Conditions:

Application means an application submitted to the Organiser to participate as a Vendor at the Event.

Event means Halloween Fest conducted at Hobart City Hall on Saturday 31 October 2026, including any approved setup and pack down periods.

Food Vendor means any Vendor preparing, handling, cooking, serving or selling food or beverages.

Organiser means Tasmania's Most Haunted / Halloween Fest (ABN 15 381 208 934), including its directors, employees, contractors, volunteers and authorised representatives.

Site means the allocated stall, stand, food truck space or other area assigned by the Organiser.

Vendor means the applicant, business or organisation accepted by the Organiser to participate in the Event, including the Vendor's employees, contractors, volunteers and representatives.

Venue means Hobart City Hall and all surrounding areas approved for use by the Organiser.

WHS means Workplace Health and Safety legislation applicable within Tasmania.

2. Acceptance of Applications & Payment

2.1 Application Process

Submission of an application does not guarantee acceptance into the Event.

The Organiser reserves the absolute discretion to:

- accept or reject any application;
- limit the number of vendors within any product category;
- determine stall locations;
- refuse applications that are inconsistent with the objectives, presentation or reputation of the Event.

The Organiser is not required to provide reasons for declining an application.

2.2 Acceptance

Successful applicants will receive written confirmation of acceptance.

Acceptance remains conditional upon the Vendor providing all requested documentation, including:

- Public Liability Insurance;
- Product Liability Insurance (where applicable);
- Food business registrations (where applicable);
- any permits, licences or certifications requested by the Organiser.

Failure to provide the requested documentation may result in cancellation of the Vendor's participation.

2.3 Vendor Fees

Vendor fees are determined by the Site allocated and may vary depending on stall size, power requirements or other approved services.

Unless otherwise agreed in writing:

- Standard Stall (3m × 3m): \$150
- Double Stall (3m × 6m): \$300

Additional fees may apply for larger sites.

All displays, stock, equipment, signage, tables, chairs and promotional material must remain entirely within the allocated Site.

2.4 Payment

Full payment must be received within **two (2) business days** of acceptance unless otherwise agreed by the Organiser.

Failure to make payment within the required timeframe may result in the Site being offered to another applicant.

Participation is not confirmed until payment has been received.

2.5 Refunds

Vendor fees are non-refundable.

Where a Vendor withdraws from the Event for any reason, no refund will be payable unless:

- the Organiser agrees otherwise in writing; or
- a replacement Vendor is secured by the Organiser at least thirty (30) days before the Event.

Any approved refund remains entirely at the Organiser's discretion.

2.6 Cancellation by Vendor

If a Vendor cancels after acceptance, the Organiser reserves the right to allocate the Site to another applicant without further notice.

3. Stall Allocation & Site Requirements

3.1 Allocation of Sites

The Organiser will allocate Sites according to operational requirements and the overall layout of the Event.

Vendor preferences may be considered but cannot be guaranteed.

3.2 Right to Relocate

The Organiser reserves the right to relocate any Vendor before or during the Event where reasonably necessary for:

- operational requirements;
- emergency access;
- crowd management;
- health and safety;
- changes to the Event layout.

Relocation will not entitle the Vendor to compensation or a refund.

3.3 Equipment

Unless otherwise advised, Vendors must supply their own:

- tables;
 - chairs;
 - power leads;
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3.4 Venue Protection

No Vendor may:

- nail, screw or fix items into any venue surface;
 - use adhesives, tape, Blu Tack, glue or similar products on walls, floors or fixtures;
 - damage or alter any part of the Venue.
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3.5 Powered Sites

Power is only available to Vendors who have specifically requested and been allocated a powered Site.

The Organiser reserves the right to disconnect any equipment considered unsafe.

All electrical equipment must:

- be tested and tagged;
 - comply with Australian Standards;
 - be suitable for commercial use.
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3.6 Stall Sharing

Stall sharing is not permitted unless approved in writing by the Organiser.

Each participating business must submit its own application.

3.7 Exclusive Products

Acceptance into the Event does not provide exclusivity for any product or service unless expressly agreed in writing by the Organiser.

The Organiser reserves the right to accept multiple Vendors selling similar products.

4. Bump In, Trading & Pack Down

Vendors must be fully set up and ready to trade by 9:45am on the day of the Event. Vendors must not begin packing down prior to 5:00pm on the day of the Event, unless otherwise directed by the Organiser.

The Organiser will provide Vendors with an Event Information Pack prior to the Event outlining bump in times, vehicle access, parking arrangements, trading hours and pack down procedures. Vendors must comply with the times and procedures specified in the Event Information Pack and any lawful directions issued by the Organiser.

5. Vendor Conduct

Halloween Fest is committed to providing a safe, welcoming and inclusive environment for all attendees, exhibitors, volunteers, performers and contractors.

All Vendors are expected to conduct themselves professionally at all times.

5.1 Professional Behaviour

Vendors must:

- (a) behave respectfully towards attendees, neighbouring Vendors, volunteers, contractors and Event staff;
 - (b) present themselves and their Site in a professional manner;
 - (c) maintain a courteous and helpful attitude towards members of the public;
 - (d) avoid behaviour likely to damage the reputation of the Event.
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5.2 Alcohol and Drugs

Vendors, their staff and representatives must not:

- (a) attend the Event while under the influence of alcohol or illegal drugs;
- (b) consume alcohol while operating their Site;
- (c) possess or use illegal substances at the Venue.

The Organiser may immediately remove any person believed to be impaired.

5.3 Harassment and Discrimination

The Event has zero tolerance for:

- harassment;
- bullying;
- intimidation;
- abusive language;
- threatening behaviour;
- discrimination;
- sexual harassment;
- violence.

Any Vendor engaging in such conduct may be immediately removed from the Event without refund.

5.4 Compliance with Directions

Vendors must immediately comply with all reasonable lawful directions issued by:

- the Organiser;
- Event staff;
- Venue management;
- security personnel;
- emergency services;

- Environmental Health Officers;
- Tasmania Police;
- Hobart City Council;
- any authorised government agency.

Failure to comply may result in immediate removal from the Event.

5.5 Presentation of Site

Vendors must ensure their Site remains:

- clean;
- tidy;
- safe;
- visually appealing;
- consistent with the family-friendly Halloween theme of the Event.

The Organiser may request reasonable improvements to the presentation of any Site.

5.6 Noise Restrictions

Without prior written approval, Vendors must not:

- operate amplified music;
- use loudspeakers;
- conduct public announcements;
- operate generators;
- use equipment creating excessive noise.

Where approval has been granted, noise levels must remain at a volume acceptable to the Organiser.

5.7 Smoking and Vaping

Smoking and vaping are prohibited inside Hobart City Hall.

Vendors are responsible for ensuring their staff comply with all applicable smoking legislation.

5.8 Children at Vendor Sites

Children accompanying Vendors remain the sole responsibility of the Vendor.

Children must be supervised at all times and must not interfere with pedestrian access; emergency exits or Event operations.

5.9 Promotional Activities

Vendors may promote only their own approved business and products.

Vendors must not:

- distribute material for another business;
 - conduct political campaigning;
 - solicit donations without approval;
 - undertake fundraising unrelated to the approved application.
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5.10 Dress Standards

Vendors and staff are encouraged to dress in costumes or themed attire appropriate to Halloween Fest.

Costumes must remain family friendly and must not contain offensive, discriminatory or excessively graphic content.

The Organiser reserves the right to require inappropriate costumes or promotional material to be removed.

6. General Vendor Obligations

6.1 Compliance with Laws

Vendors must comply with all applicable Commonwealth, State and Local Government legislation including, but not limited to:

- Australian Consumer Law;
- Workplace Health and Safety legislation;
- food legislation (where applicable);
- electrical safety requirements;
- fire safety requirements;
- environmental laws.

6.2 Genuine Products

Vendors must not sell or display:

- counterfeit goods;
- copied merchandise;
- pirated products;
- unlicensed reproductions;
- illegal goods.

Where licensed products are sold, Vendors must hold all necessary rights or licences.

6.3 AI-Generated Products

The Organiser reserves the right to decline or remove Vendors whose products consist primarily of AI-generated artwork or content where such products are inconsistent with the objectives of Halloween Fest.

Where AI-assisted products are approved, Vendors must accurately represent the nature of those products to consumers.

6.4 Product Safety

Vendors warrant that all products offered for sale:

- comply with applicable Australian laws;
- are safe for their intended use;
- are free from known defects;
- comply with all product safety requirements.

6.5 Pricing

Prices displayed at the Site must:

- be clear and accurate;
- comply with Australian Consumer Law.

Misleading pricing practices are prohibited.

6.6 Staff

The Vendor remains responsible for the conduct of:

- employees;
- contractors;
- volunteers;
- family members;
- agents;
- representatives.

Any breach by these persons will be deemed a breach by the Vendor.

6.7 First Aid

The Vendor acknowledges that first aid services may be available during the Event.

The Vendor remains responsible for ensuring that members of their own stall receive appropriate medical treatment where required.

6.8 Responsibility of Property

Vendors are solely responsible for:

- stock;
- cash;
- EFTPOS equipment;
- personal belongings;
- display equipment;
- vehicles.

The Organiser accepts no responsibility for theft, damage or loss.

6.9 Photography & Media Consent

The Organiser, its photographers and authorised media representatives may photograph or film the Event, including Vendor Sites, displays, products and staff.

By participating in the Event, the Vendor grants the Organiser a non-exclusive, royalty-free licence to use such images and recordings for promotional, educational and marketing purposes in any media, without further consent or payment.

Where reasonably practicable, the Organiser will not use images in a manner that is misleading or defamatory.

6.10 Intellectual Property

All intellectual property belonging to the Vendor remains the property of the Vendor.

By participating in the Event, the Vendor grants the Organiser a non-exclusive, royalty-free licence to use:

- the Vendor's business name;
- logo;
- photographs of the Vendor's Site;
- approved promotional material,

for the purpose of promoting Halloween Fest before, during and after the Event.

6.11 Compliance with Venue Rules

Vendors must comply with all requirements imposed by:

- Hobart City Hall;
- Venue management;
- emergency services;
- insurance providers;
- the Organiser.

Any additional Venue requirements communicated before or during the Event automatically form part of these Terms and Conditions.

6.12 Damage to Venue

The Vendor is responsible for any damage caused by:

- themselves;
- employees;
- contractors;
- volunteers;
- representatives;
- equipment;
- vehicles;
- stock;
- displays.

This includes damage to:

- floors;
- walls;
- ceilings;
- fixtures;
- landscaping;
- utilities;
- Venue property.

6.13 Damage, Cleaning & Remediation

Where the Organiser reasonably determines that a Vendor has:

- damaged the Venue;
- damaged Event equipment;
- caused excessive cleaning requirements;
- failed to remove rubbish;
- left grease, oil or wastewater;
- failed to restore their Site to a satisfactory condition;

the Vendor agrees to reimburse the Organiser for all reasonable costs incurred in:

- repairs;
- cleaning;
- waste removal;
- remediation;
- contractor fees;

- replacement of damaged property.

The Organiser may issue an invoice following the Event.

Payment is due within **fourteen (14) days** of the invoice date.

6.14 Hazardous Materials

Hazardous chemicals must not be brought onto the Venue unless:

- required for approved business operations;
- stored safely;
- compliant with applicable legislation.

Safety Data Sheets must be available upon request.

7. Insurance

Each Vendor is responsible for ensuring they hold appropriate insurance for the nature of their business and participation in the Event.

Participation in the Event is conditional upon the Vendor providing satisfactory evidence of insurance upon request.

7.1 Public Liability Insurance

Every Vendor must hold current Public Liability Insurance with a minimum cover of **\$10 million** for any one occurrence, or such higher amount as may be required by the Venue, Organiser or applicable legislation.

A Certificate of Currency must be provided to the Organiser prior to the Event if requested.

The Organiser reserves the right to refuse participation where satisfactory evidence of insurance has not been provided.

7.2 Product Liability Insurance

Food Vendors, and any Vendor supplying products that may reasonably give rise to product liability claims, must hold current Product Liability Insurance appropriate to their business operations.

The Organiser may request evidence of this insurance at any time before or during the Event.

7.3 Workers Compensation

Where required by law, Vendors employing staff must maintain appropriate Workers Compensation Insurance and comply with all employer obligations under applicable legislation.

7.4 Motor Vehicle Insurance

Any Vendor bringing a vehicle onto the Venue is responsible for ensuring the vehicle is registered, roadworthy and appropriately insured.

The Organiser accepts no responsibility for damage to Vendor vehicles.

7.5 Additional Insurance

The Organiser may require a Vendor to obtain additional insurance where the nature of the Vendor's activities presents an increased level of risk.

Failure to obtain the required insurance may result in cancellation of the Vendor's participation.

7.6 Responsibility for Insurance

The Organiser does not provide insurance cover for:

- Vendor stock;
- equipment;
- vehicles;
- cash;
- EFTPOS terminals;
- displays;
- personal belongings;
- business interruption;
- loss of income.

Vendors are encouraged to obtain their own insurance covering these risks.

8. Acknowledgements

By participating in Halloween Fest, each Vendor acknowledges and agrees that:

8.1 Commercial Risk

Participation in the Event is a commercial decision made entirely at the Vendor's own risk.

The Vendor accepts responsibility for assessing whether participation is commercially suitable for their business.

8.2 No Guarantee of Attendance

The Organiser makes no representation or guarantee regarding:

- attendance numbers;
- visitor demographics;
- weather;
- customer spending;
- foot traffic;
- sales;
- profitability.

No warranty is given that participation will result in any particular financial outcome.

8.3 Event Promotion

The Organiser will make reasonable efforts to promote the Event through marketing, advertising, social media and other promotional activities.

However, the extent and effectiveness of any promotional activities remain entirely within the Organiser's discretion.

8.4 Vendor Promotion

Vendors are encouraged to promote their participation through their own marketing channels.

Where official Event branding, logos or promotional material are used, Vendors must use only material approved or supplied by the Organiser.

Event branding must not be altered without prior written consent.

8.5 Event Layout

The Vendor acknowledges that the Organiser may alter:

- Site locations;
- entrances;
- exits;
- entertainment;
- traffic flow;
- stall configuration;
- operational arrangements;

where reasonably necessary.

Such changes do not entitle the Vendor to compensation.

8.6 Venue Requirements

The Vendor acknowledges that Hobart City Hall may impose operational requirements that become binding on all Vendors.

The Vendor agrees to comply with any such requirements.

8.7 Organiser Decisions

The Organiser's decisions regarding:

- Site allocation;
- operational matters;
- safety requirements;
- Event management;

are final.

9. Event Changes & Force Majeure

The Organiser will use reasonable efforts to conduct the Event as advertised.

However, circumstances beyond the Organiser's reasonable control may require changes.

9.1 Changes to the Event

The Organiser reserves the right to:

- amend trading hours;
- alter the Event layout;
- relocate Vendors;
- modify entertainment;
- adjust access arrangements;
- amend operational procedures;

where reasonably necessary.

9.2 Force Majeure

The Organiser is not liable for any delay, interruption, cancellation or alteration of the Event arising from circumstances beyond its reasonable control.

This includes, but is not limited to:

- severe weather;

- storms;
 - flooding;
 - fire;
 - power outages;
 - pandemic or epidemic;
 - public health directions;
 - industrial action;
 - civil disturbance;
 - terrorism;
 - government restrictions;
 - venue damage;
 - failure of essential services;
 - any other event that makes the Event unsafe or impracticable.
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9.3 Cancellation

Where the Event is cancelled due to Force Majeure or circumstances beyond the Organiser's reasonable control, the Organiser will not be liable for:

- loss of profits;
 - loss of income;
 - travel expenses;
 - accommodation costs;
 - wages;
 - stock losses;
 - consequential loss;
 - indirect loss.
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9.4 Refunds

Where the Event is cancelled, postponed or significantly altered, any refund, partial refund or credit will be entirely at the Organiser's discretion unless otherwise required by law.

9.5 Suspension of Trading

The Organiser may temporarily suspend trading where necessary to protect:

- public safety;
- emergency operations;
- Venue integrity;
- attendees;
- Vendors;
- staff.

Trading may recommence once it is safe to do so.

No compensation will be payable for any temporary suspension.

9.6 Failure to Trade

The Organiser is not responsible for losses resulting from:

- reduced attendance;

- adverse weather;
- temporary Venue closures;
- interruptions to utilities;
- emergency incidents;
- circumstances affecting customer access.

Participation remains at the Vendor's commercial risk.

10. Assumption of Risk

Participation in Halloween Fest is voluntary. Each Vendor acknowledges that participation in a public event involves inherent risks that cannot be completely eliminated.

By participating in the Event, the Vendor voluntarily assumes those risks and accepts responsibility for its own safety, the safety of its personnel and the security of its property.

10.1 Acceptance of Risk

The Vendor acknowledges that participation in the Event may involve risks including, but not limited to:

- slips, trips and falls;
- crowd movement;
- adverse weather conditions;
- electrical hazards;
- fire hazards;
- manual handling injuries;
- vehicle movements during bump in and pack down;
- equipment failure;
- theft or damage to property;
- interactions with members of the public;
- illness or injury arising from food preparation or consumption;
- any other risks reasonably associated with participating in a public event.

The Vendor voluntarily accepts these risks to the fullest extent permitted by law.

10.2 Responsibility for Personnel

The Vendor is solely responsible for the conduct, safety and supervision of its:

- employees;
- contractors;
- volunteers;
- agents;
- representatives;
- family members;
- guests attending on behalf of the Vendor.

The Vendor must ensure that all such persons comply with these Terms and Conditions.

10.3 Responsibility for Products

The Vendor remains solely responsible for products, demonstrations and services.

10.4 Safe Operation

The Vendor must take all reasonable precautions to ensure that its Site is maintained in a safe condition throughout the Event.

Hazards must be addressed immediately.

Where a hazard cannot immediately be rectified, the Vendor must notify the Organiser without delay.

10.5 Compliance with Safety Directions

The Vendor agrees to comply immediately with any direction issued by the Organiser concerning public safety or risk management.

Failure to comply may result in suspension of trading or removal from the Event.

11. Indemnity

To the fullest extent permitted by law, the Vendor indemnifies and holds harmless the Organiser against all claims, demands, actions, proceedings, liabilities, losses, damages, costs and expenses arising out of or in connection with the Vendor's participation in the Event, except to the extent that such loss is caused by the negligence or wilful misconduct of the Organiser.

11.1 Scope of Indemnity

The Vendor indemnifies the Organiser against any claim, loss, liability, damage, cost or expense arising from or connected with injury, death, loss or damage to any person or property caused or contributed to by the Vendor or any of its employees, contractors, suppliers, volunteers, agents or representatives.

11.2 Legal Costs

The Vendor agrees to indemnify the Organiser for all reasonable legal costs and expenses incurred in defending or responding to claims arising from the Vendor's participation in the Event where the Vendor is legally responsible for those claims.

11.3 Continuing Obligation

This indemnity survives:

- completion of the Event;
 - cancellation of participation;
 - termination of these Terms and Conditions.
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11.4 Reduction of Liability

Nothing in this clause requires the Vendor to indemnify the Organiser for loss or damage arising solely from the negligence or wilful misconduct of the Organiser.

12. Limitation of Liability

To the fullest extent permitted by law, the Organiser excludes all liability except where liability cannot lawfully be excluded.

12.1 Excluded Losses

The Organiser will not be liable for:

- loss of profits;
 - loss of business opportunity;
 - loss of income;
 - loss of anticipated sales;
 - business interruption;
 - indirect loss;
 - consequential loss;
 - exemplary damages;
 - special damages.
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12.2 Loss of Property

The Organiser is not responsible for:

- theft;
- vandalism;
- accidental damage;
- deterioration;
- destruction;

of any Vendor property.

This applies whether the property is attended or unattended.

12.3 Utilities

The Organiser does not warrant the uninterrupted availability of:

- electricity;
- internet services;
- mobile phone coverage;
- water;
- sewerage;
- EFTPOS connectivity.

The Vendor is responsible for making suitable contingency arrangements.

12.4 Event Operations

The Organiser is not liable for losses arising from:

- crowd numbers;
 - weather conditions;
 - changes to Site allocation;
 - changes to the Event layout;
 - delays in bump in or pack down;
 - temporary suspension of trading;
 - interruptions caused by emergency services;
 - actions of Venue management.
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12.5 Third Parties

The Organiser is not responsible for the acts or omissions of:

- Venue management;

- contractors;
- suppliers;
- entertainers;
- other Vendors;
- members of the public;
- government authorities.

12.6 Australian Consumer Law

Nothing in these Terms and Conditions excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded under the **Competition and Consumer Act 2010 (Cth)**, including the Australian Consumer Law.

Where liability cannot be excluded but may be limited, the Organiser's liability is limited to the maximum extent permitted by law.

12.7 Release

To the fullest extent permitted by law, the Vendor releases the Organiser, its officers, employees, volunteers, contractors and agents from all claims, demands, actions, liabilities, losses, damages, costs and expenses arising from or in connection with the Vendor's participation in the Event, including any injury, death, loss or damage to persons or property caused or contributed to by the Vendor or by the acts or omissions of the Vendor's employees, contractors, volunteers, suppliers, agents or representatives.

12.8 Mitigation of Loss

The Vendor agrees to take reasonable steps to minimise any loss or damage suffered in connection with the Event.

Failure to mitigate loss may reduce any entitlement otherwise available under law

13. Removal from the Event

The Organiser reserves the right to refuse entry to, suspend, or remove any Vendor from the Event where the Vendor, or any of its employees, contractors, volunteers or representatives, breaches these Terms and Conditions or engages in conduct that may compromise the safety, operation or reputation of the Event.

Removal from the Event does not affect any other rights or remedies available to the Organiser.

13.1 Grounds for Removal

Without limiting the Organiser's rights, a Vendor may be removed from the Event where the Vendor:

- (a) breaches these Terms and Conditions;
- (b) provides false or misleading information in their application;
- (c) fails to maintain the required insurances;
- (d) fails to comply with directions issued by the Organiser, Venue management, emergency services or regulatory authorities;
- (e) conducts unsafe activities;
- (f) sells prohibited, counterfeit or unlawful goods;
- (g) fails to comply with food safety legislation or directions issued by Environmental Health Officers;

- (h) behaves in a threatening, abusive, discriminatory or inappropriate manner;
 - (i) consumes alcohol or illegal drugs while operating their Site;
 - (j) creates an unacceptable risk to public safety;
 - (k) causes damage to the Venue or Event property;
 - (l) commences pack down before the approved time without authorisation;
 - (m) otherwise acts in a manner that the Organiser reasonably believes is inconsistent with the objectives or safe operation of the Event.
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13.2 Immediate Removal

Where the Organiser reasonably believes that a Vendor presents an immediate risk to persons, property or the Event, the Organiser may require the Vendor to immediately cease trading and leave the Venue.

The Vendor must comply with any such direction immediately.

13.3 No Refund

Where a Vendor is removed due to a breach of these Terms and Conditions, no refund, compensation or reimbursement of Vendor Fees will be payable.

The Vendor remains responsible for any costs arising from their removal.

13.4 Future Events

The Organiser may refuse to accept future applications from any Vendor who has previously breached these Terms and Conditions or whose conduct has adversely affected the Event.

14. Good Faith

The Organiser and Vendors acknowledge that the success of Halloween Fest depends upon cooperation, professionalism and mutual respect.

Each party agrees to act honestly, reasonably and in good faith in all dealings relating to the Event.

14.1 Cooperation

Vendors agree to work collaboratively with:

- the Organiser;
 - Event staff;
 - volunteers;
 - Venue management;
 - neighbouring Vendors;
 - contractors.
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14.2 Communication

Vendors must promptly communicate any issue that may affect:

- public safety;
- Event operations;
- their ability to trade;
- compliance with these Terms and Conditions.

The Organiser will make reasonable efforts to respond to issues in a timely manner.

14.3 Positive Event Experience

All parties acknowledge that Halloween Fest is intended to provide a safe, enjoyable and memorable experience for attendees.

Vendors are encouraged to contribute positively to the atmosphere and presentation of the Event.

15. General Provisions

15.1 Entire Agreement

These Terms and Conditions constitute the entire agreement between the Organiser and the Vendor in relation to participation in the Event.

They supersede all previous discussions, representations or agreements relating to the Vendor's participation, except where expressly agreed in writing.

15.2 Amendments

The Organiser may amend these Terms and Conditions where reasonably necessary.

Any material amendments will be communicated to affected Vendors as soon as practicable.

Continued participation in the Event after notification constitutes acceptance of those amendments.

15.3 Governing Law

These Terms and Conditions are governed by the laws of the State of Tasmania.

The parties submit to the exclusive jurisdiction of the courts of Tasmania and any courts entitled to hear appeals from those courts.

15.4 Severability

If any provision of these Terms and Conditions is held to be unlawful, invalid or unenforceable, that provision shall be severed to the extent necessary.

The remaining provisions continue in full force and effect.

15.5 Waiver

Failure by the Organiser to enforce any provision of these Terms and Conditions does not constitute a waiver of that provision or any other right.

Any waiver must be in writing and signed by the Organiser.

15.6 Assignment

The Vendor must not assign, transfer or subcontract their participation in the Event without the prior written consent of the Organiser.

The Organiser may assign its rights or obligations where reasonably necessary for the operation of the Event.

15.7 Privacy

The Organiser will collect, use and store personal information provided by Vendors for purposes including:

- assessing applications;
 - administering the Event;
 - communicating with Vendors;
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- complying with legal obligations;
- promoting future Halloween Fest events.

Information will be handled in accordance with applicable Australian privacy laws.

15.8 Notices

Any notice required under these Terms and Conditions may be given by:

- email;
- post;
- hand delivery; or
- any other method agreed between the parties.

Notices sent by email are deemed received on the day of transmission unless the sender receives notification that the email was not delivered.

15.9 Relationship of the Parties

Nothing in these Terms and Conditions creates:

- a partnership;
- joint venture;
- employment relationship; or
- agency relationship

between the Organiser and the Vendor.

The Vendor participates in the Event as an independent business.

16. Additional Requirements for Food Vendors

The following provisions apply in addition to all other Terms and Conditions and apply to every Vendor preparing, handling, cooking, serving or selling food or beverages.

16.1 Food Business Registration

Food Vendors must:

- (a) be registered as a food business with the relevant local council where required by law;
- (b) comply with all requirements of the **Food Act 2003 (Tas)**;
- (c) comply with the **Australia New Zealand Food Standards Code**;
- (d) complete any notifications, permits or approvals required by **Hobart City Council** prior to the Event.

Evidence of registration or approval must be provided to the Organiser upon request.

16.2 Food Safety Supervisor

Where required by legislation, the Vendor must ensure an appropriately qualified Food Safety Supervisor is available during trading hours.

Copies of Food Safety Supervisor certificates must be provided upon request.

16.3 Food Handling

Food Vendors must ensure that all food:

- is obtained from approved suppliers;
- is stored safely;

- is prepared hygienically;
- is protected from contamination;
- all potentially hazardous food is stored and handled in accordance with temperature control requirements (below 5°C or above 60°C);
- is transported in accordance with applicable food safety legislation.

Food that is considered unsafe or unsuitable for sale must not be offered to the public.

16.4 Hygiene

Food Vendors must ensure:

- suitable handwashing facilities are available where unpackaged food is handled;
- adequate supplies of portable water are available where required;
- soap and disposable paper towels are provided;
- food handlers wear clean clothing;
- staff maintain a high standard of personal hygiene.

Persons suffering from illnesses that may contaminate food must not prepare or serve food.

16.5 Food Allergens

Food Vendors remain solely responsible for complying with all food allergen labelling requirements.

Staff should be familiar with ingredients used in food preparation and be able to respond accurately to customer enquiries regarding allergens.

16.6 Environmental Health Officers

Food Vendors must comply immediately with any lawful direction issued by:

- Environmental Health Officers;
- Hobart City Council;
- Tasmania Department of Health;
- any authorised regulatory authority.

Where an authority requires trading to cease, the Organiser accepts no liability for any resulting loss.

16.7 Product Labelling

Where applicable, food products must be labelled in accordance with Australian food legislation.

The Organiser may require products that do not comply with applicable laws to be removed from sale.

17. Electrical, Gas & Fire Safety

Halloween Fest places the highest priority on public safety.

All Vendors are responsible for ensuring that their equipment complies with applicable legislation and Australian Standards.

17.1 Electrical Equipment

All electrical equipment brought onto the Venue must:

- comply with Australian Standards;
- be tested and tagged by a qualified person where required;
- be safe for commercial use and in a safe working condition.

The Organiser reserves the right to disconnect any equipment considered unsafe.

17.2 Extension Leads

Extension leads must:

- be suitable for commercial outdoor or indoor use as applicable;
- not create trip hazards;
- be protected by cable covers where crossing pedestrian areas;
- not overload electrical circuits.

Double adaptors are not permitted.

17.3 Gas Equipment

Any Vendor using LPG or other gas appliances must ensure:

- equipment complies with Australian Standards;
- cylinders are secured upright;
- hoses and regulators are in good condition;
- all equipment has current certification where required.

Gas bottles must never obstruct emergency access routes.

17.4 Fire Safety

Where cooking or heating equipment is used, Vendors must provide:

- an appropriate fire extinguisher;
- a compliant fire blanket;
- any additional safety equipment required by legislation.

Fire safety equipment must remain immediately accessible during trading hours.

17.5 Cooking Equipment

Cooking appliances must be operated safely and continuously supervised whilst in use.

The Organiser may direct any cooking equipment to cease operation if considered unsafe.

17.6 Emergency Access

Vendors must ensure that:

- emergency exits;
- evacuation routes;
- fire doors;
- fire extinguishers;
- emergency equipment;

remain unobstructed at all times.

17.7 Open Flames

Open flames, candles, fireworks, pyrotechnics or similar items are prohibited unless expressly approved in writing by the Organiser.

Approved equipment must comply with all relevant fire safety requirements.

18. Waste Management, Cleaning & Damage

The Organiser expects every Vendor to contribute to maintaining a clean, safe and professional Event.

18.1 Site Cleanliness

Vendors must keep their Site clean throughout the Event.

Rubbish must not accumulate around any stall.

Packaging materials should be stored neatly and out of public view wherever possible.

Vendors must immediately rectify any cleanliness/spillage issues.

18.2 Waste Disposal

Each Vendor is responsible for removing all waste generated by their business, including but not limited to:

- cardboard;
- plastic;
- food waste;
- cooking oil;
- grease;
- wastewater;
- packaging;
- broken equipment.

Waste must not be disposed of within the Venue unless specifically authorised.

18.3 Wastewater

Food Vendors must ensure wastewater is collected and removed from the Venue.

Wastewater must not be discharged into stormwater drains, gardens, landscaped areas or any location not approved by the Venue.

18.4 Grease & Cooking Oil

Cooking oils, fats and grease must be safely contained.

Grease must not be disposed of into sinks, drains or Venue waste systems.

The Vendor remains responsible for all costs associated with cleaning grease spills.

18.5 Pest Control & Biosecurity

Food Vendors must ensure their Site remains free from pests and contamination.

Food and waste must be stored appropriately to minimise the attraction of insects, rodents or other pests.

The Organiser may direct any Vendor to immediately rectify any biosecurity or hygiene issue.

Failure to comply may result in suspension of trading.

19. Acceptance of Terms

By submitting an application to participate in Halloween Fest, the Vendor acknowledges that they have read, understood and agree to be bound by these Vendor Terms and Conditions.

Submission of an application constitutes acceptance of these Terms and Conditions and creates a binding agreement between the Vendor and the Organiser upon the Organiser's acceptance of the Vendor's application.

The Vendor warrants that the person submitting the application is authorised to act on behalf of the Vendor and to enter into this agreement
