



# Contractual Terms and Conditions

## Cooly Rocks On™ EXHIBITORS & FOOD VENDORS 2019



IP owned by CoGC  
Managed by :  
Connecting Southern Gold Coast Ltd

Please read the following information carefully.  
We also recommend you print this information and bring it with you to the Festival for your reference.

By completing the application form, and ticking the acceptance box of the "Terms and Conditions", you agree to comply to these "Terms and Conditions" and all other conditions as detailed on the Cooly Rocks On™ website ([www.coolyrockson.com](http://www.coolyrockson.com))



By entering and exhibiting in this Festival, you enter into an Agreement with Connecting Southern Gold Coast Ltd – Cooly Rocks On™ Festival upon these "Terms and Conditions" and agree all information provided with the application is true and correct.

*If you do not agree with the "Terms and Conditions" of Exhibiting, you must not erect your stall to participate in the Festival Exhibitors & Food Vendors precinct/s.*

**Please note:** ALL Exhibitors and Food Vendors exhibit at the owner's risk

The Exhibitor and/or Food Vendor acknowledges that the personal information contained within the application will be entered into an Event/Festival database. The Festival Promotors (CSGC) and its key stakeholders may use the Vendor names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice, and without any fee being paid unless otherwise advised by the Vendor. By making payment of the application the Exhibitor and/or Food Vendor is confirming that they allow their details or stall image to be used for this purpose. If the Exhibitor and/or Food Vendor no longer consent to their details being used for future marketing purposes, the Exhibitor and/or Food Vendor should make the request in writing to :

[events@southerngoldcoast.com.au](mailto:events@southerngoldcoast.com.au) Any request to update, modify or delete the Exhibitor and/or Food Vendors details will be facilitated in a timely manner.

No person other than the CEO of Connecting Southern Gold Coast Ltd has the authority to vary, waive or excuse compliance with any of these "Terms and Conditions"

In these "Terms and Conditions", "Cooly Rocks On™" means Connecting Southern Gold Coast Ltd (CSGC), ABN 63 133 678 841 of Level 2 The Strand, 72-80 Marine Parade, Coolangatta, Queensland and its assigns and includes its employees and contractors



### PRECINCT(S)

- Queen Elizabeth Park, Coolangatta
- Marine Parade Foreshore



### 1. TRADING HOURS

Please refer to schedule B in Contract for the Minimum and Maximum Trading hours.

- Stallholders are required to have their stall open and manned for the entire operating hours of the Cooly Rocks On™ Festival.



### 2. BUMP-IN / BUMP-OUT (Entry & Exit Times)

Please refer to Schedule B in Contract for Bump-in/Out times.

- When entering or exiting the grounds please DRIVE CAREFULLY observing the 10km/hr speed limit.
- Hazard lights must be turned on while driving on the grounds.
- Logistics staff will be present at all the entrance points of the park. If there is no staff onsite when you arrive please wait for the staff member to return to the entrance point. No vehicle is to enter the grounds without first checking in with the onsite team who will direct the vendor to their site.
- Please be mindful of residents and keep noise to a minimum during bump in/out. All vehicles will remain offsite until 5pm Sunday 09<sup>th</sup> June or as directed by the Festival staff.

The Festival is open from :

**10:00am to 05:00pm**  
for the **general public** between the

**05<sup>th</sup> June 2019 to the 09<sup>th</sup> June 2019**

your co-operation is requested that no vehicles are moved during this time without seeking assistance from the Festival marshals.



### 3. VEHICLES

Vehicles must be removed from the grounds in the times mentioned in the Schedule B of the contract.

- VEHICLES are permitted on site during bump in /out
- No vehicles are allowed on site during the Festival (with exception to pre-approved trucks, retail trucks and food vans).
- When entering or exiting the grounds please DRIVE CAREFULLY observing the 10km/hr speed limit.
- Please use your "hazard lights" while driving in the Festival precinct.
- Drivers agree to comply with the signage that marks out bays for disabled parking, reserved bays, loading bays and areas signed for no parking and accepts any infringement notices issued by the relevant authorities.



### 4. VENDOR SITES

Please refer to Schedule B in your contract for information on where to collect your lanyards.

- When deciding the stall size you require, please include your entire stall (all ropes, awnings, vehicles, cold rooms, etc). If you require additional space it is unlikely you will be accommodated, and additional fees will apply.



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- ✓ Vendors shall not extend their goods beyond the boundaries of their nominated site. It is not acceptable for stallholders to encroach onto walkways or restrict access to other stalls.
- ✓ You **MUST** nominate a site size (if applicable) at the time of applying.

**Your Fellow Stallholders:** Please work with your fellow stallholders to ensure a smooth set-up and pack-down and assist each other to have a great experience during the Festival.

**Lanyards:** The Vendor will be allocated a number of lanyards and these will be provided in the Vendor packs. Lanyards must be worn at all times while operating at the Festival.



### 5. STALL PRESENTATION

- ✓ It is important to create a colourful and festive atmosphere for Cooly Rocks On™. It is recommended you decorate your stall in a manner that reflects your goods or organisation. Bright, interesting and interactive stalls will attract greater interest from attendees.
- ✓ It is the responsibility of each site holder to maintain their site in a clean and tidy manner. All efforts should be made to recycle where possible. Removal of rubbish from your site is YOUR responsibility.



### 6. VENDOR FAMILIARITY WITH VENDOR OPERATIONS MANUAL

- ✓ A Vendor Operations Manual will be sent out to all Vendors one month prior to the Festival with all detailed Bump in/out information, relevant contact details, maps and other Festival information.
- ✓ The Vendor must familiarise themselves with all aspects of the Cooly Rocks On™ Vendor Operations Manual and associated documents and agrees to comply with the manual and associated documents.



### 7. SITES WITHIN THE PRE-ERECTED MARQUEES

- ✓ For Vendors booked in a pre-erected marquee, Cooly Rocks On™ will provide the following:
  - 3m x 3m enclosed marquee per site booked.
  - No access to running water (Vendor to supply own water on site and remove at the end of each trading day).
  - Access to **general** waste bins at an allocated waste compound (full details will be outlined in the Vendor Operations Manual).
  - Electricity (One (1) x 10 amp power point outlet) is provided in the pre-erected marquees therefore no generators are allowed in or surrounding the marquees.

- ✓ Each pre-erect site comes with one (1) overhead light pre-installed as provided by Cooly Rocks On™.
- ✓ Please note that furniture (chairs and tables) are not provided by Cooly Rocks On™. This must be supplied by the Vendor.
- ✓ Vendors located in the pre-erected marquee will need to bring their own signage.
- ✓ Vendors in the pre-erected marquees need to bring cable ties with them to close the front wall of their marquee at night.



### 8. METERED SITES

- ✓ The Vendor shall provide photographs of their marquee to the Vendor Coordinator if possible.
- ✓ The marquee is required to be of a professional standard that will tolerate all weather conditions. It should be able to withstand strong winds and rain.
- ✓ Vendors must have their marquee securely fastened with weights or sand bags. **No pegging is allowed in the Festival precinct.**
- ✓ It is the responsibility of the Vendor to ensure their marquee is anchored securely for all weather conditions.
- ✓ It is the responsibility of the Vendor to secure all goods and chattels before, during and after trading hours. Marquees must remain on their allocated site for the duration of the Festival.
- ✓ Cooly Rocks On™ management reserves the right to remove a marquee that they deem not securely anchored.
- ✓ The Vendor is responsible for providing all their own furniture, signage and lighting. Cooly Rocks On™ provide space only to set up their marquee.
- ✓ **Electricity is not included in any metered sites** - any generators must be silent and placed at the back of your site away from pedestrian traffic.
- ✓ If you do bring your own silent generator, all electrical leads and appliances need to be tagged and tested. Please see Section 29: Electrical Requirements below for further information.
- ✓ Vendor to send through a list of all appliances that will be connected to power fifteen (15) days prior.
- ✓ No access to running water (Vendor to supply own water on site and remove at the end of each trading day).
- ✓ Vendors will have access to **general** waste bins at an allocated waste compound (full details will be outlined in the Vendor Operations Manual).
- ✓ The Vendor will be financially liable for any damage caused to their own structure or property or by their structure to patrons, other Vendors, staff, Cooly Rocks On™ staff or Council infrastructure, due to inclement weather, incorrect installation or being insufficiently anchored.



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### 9. SECURITY

- ✓ Cooly Rocks On™ has **roaming** security that walks the precinct at night.
- ✓ Please ensure to take all valuables with you at night as Cooly Rocks On™ does not take any responsibility for valuables or stock left overnight.



### 10. RUBBISH AND RECYCLING

- ✓ General skip waste bins, recycling bins and cardboard bins will be provided during the Festival for small amounts of waste.
- ✓ During Bump-in each Vendor will be responsible for disposing of packaging and cardboard boxes. These must be taken off site with you when removing your car - there will be nowhere to dispose of these in the Festival precinct.
- ✓ During the Festival you will need to dispose of your packaging and cardboard boxes in the recycling cages provided on site. All boxes must be crushed or flattened. Further information on where the recycled bins will be placed will be outlined in the Vendor Operations Manual.
- ✓ All boxes must be placed in these cages and not put into the general waste bins in the park.
- ✓ All grey (and/or black) waste to be disposed of in the IBC (Intermediate Bulk Containers) provided. Further information on where the recycled bins will be placed will be outlined in the Vendor Operations Manual.
- ✓ Please minimise waste and use recyclable products for serving where possible.
- ✓ The Operations Manager will inspect all sites during bump out. Sites not left in a clean and tidy manner, with attention given to correct use of recycling bins, may be issued with a rubbish removal fee and will not be invited to attend Cooly Rocks On™ in the future.
- ✓ Overfilling the nearest bins or placing food scraps into recycling bins is NOT appropriate.
- ✓ Cooly Rocks On™ aims to minimise its contribution to landfill each year and asks that you respect and adopt this agenda for a waste-free Festival. Through recycling and reduction practices we aim to ensure no rubbish from the Festival contributes to landfill.
- ✓ Any waste that does end up as landfill should be highly biodegradable. Cooly Rocks On™ expects stallholders to adopt sound packaging and waste minimisation policies.

#### *Suggestions include elimination of:*

plastic bags, plastic plates, knives, forks and spoons; paper or cardboard cups.

#### *Recommendations:*

- Rapidly biodegradable materials for such items as cups, mugs, plates, cutlery, bags etc. Compostable food service products. Avoiding plastic wrapping on products where possible.
- We request all vendors aim for waste minimisation and provide the appropriate management of any unavoidable waste.



### 11. SUBLETTING

- ✓ Vendors are **not** entitled to assign, share or sublet all or part of their site without prior written consent from the Vendor Coordinator.



### 12. CANCELLATION FROM VENDOR

- ✓ Written notice of cancellation must be received no less than one (1) week prior to the Festival and will attract a **\$20.00 cancellation fee**
  - Cancellation within 8 weeks - 100% refund
  - Cancellation within 6 weeks - 80% refund
  - Cancellation within 4 weeks - 50% refund
  - Cancellation under 4 weeks - **NO refund**
  - **"No Show" – NO refund**



### 13. PUBLIC LIABILITY INSURANCE

- ✓ Public Liability insurance is **compulsory** for all Vendors.
- ✓ **A copy of your Certificate of your Current Public Liability Policy with a minimum of \$10,000,000 cover must be forwarded with your application.**
- ✓ The Company recommends that the Vendor shall effect and maintain, at its cost, with a reputable insurance Agent all insurances which a responsible and prudent person would consider appropriate to fulfil the terms and conditions as outlined herein and in respect for the services provided by the Vendor.
- ✓ Insurances include but may not be limited to, all personal medical insurances for the employees or staff of the Vendor's Public Liability insurance for the Vendor and any employees or staff of the Vendor.
- ✓ The Company maintains its own insurances, inclusive of Public Liability insurance, for its staff, own properties, equipment and effects. The Vendor is advised that these insurances **do not** extend to the Vendor or any employees or contractors of the Vendor.
- ✓ The Vendor and all employees or contractors of the Vendor indemnify the Company against any liability caused by the Vendor or any employees or Vendor.
- ✓ **No Public Liability Policy ensures no display and/or exhibiting at the Festival.**



### 14. WORKERS COMPENSATION

- ✓ If you are employing people to work at your stall, you must have a current Work Cover policy for your staff.
- ✓ If Volunteers run the stall, you must provide either a Work cover volunteer policy or equivalent volunteer insurance policy  
(Work Cover Queensland ph: 1300 362 128)
- ✓ A copy of this policy must be forwarded to the Festival Exhibitor & Food Vendor Coordinator.



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### 15. PETS AND LIVESTOCK

- ✓ No pets or livestock will be permitted on or near the Cooly Rocks On™ food area.



### 16. GENERAL AND LEGAL

- ✓ The Vendor shall comply with all relevant Federal and State laws and PCBU's (Person Conducting a Business or Undertaking) company rules.
- ✓ The Vendor shall ensure that no interruption occurs to Cooly Rocks On™ without first obtaining written permission from Cooly Rocks On™ management.
- ✓ The Vendor shall not alter, connect or disconnect any building services, including electrical, fire protection, ventilation, plumbing and sewerage services, without written permission from Cooly Rocks On™
- ✓ Vendors are to be, reasonably dressed at all times while on-site and should not engage in loud, coarse or abusive language while in the vicinity of employees, visitors or the general public.
- ✓ The Vendor is liable for any damage caused to company property or equipment.



### 17. WEATHER CONTINGENCY PLAN

- ✓ Cooly Rocks On™ will have an approach that includes monitoring the local weather from before bump-in until the Festival has finished and the crowd has dispersed. The Cooly Rocks On™ Project Manager in consultation with the Festival Operations Manager will monitor the weather conditions in the lead up to and during the Festival.
- ✓ A wet weather contingency plan will be included in the Operations manual sent out to all Vendors, outlining the process required to be conducted in the event of severe weather. It is imperative that action must be taken to secure the site prior to severe weather reaching the site so that precautions can be taken to ensure the safety of staff and public.
- ✓ In the case of severe weather Cooly Rocks On™ management hold the right to suspend trading and/or cancel Vendors and order an immediate pack down of marquees and food vans should they deem it unsafe to continue operating under the present circumstances.
- ✓ The call to suspend trading or cancel the Vendors will be made by the Cooly Rocks On™ CEO, the Health and Safety Officer and Logistics / Operations Manager.
- ✓ Notice of suspension of trading or cancellation will be made via the Facebook event page and the CSGC website and all Vendors must check these platforms in the first instance. Every effort will also be made to personally contact all Traders via email, text or in person, but cannot be guaranteed.

- ✓ All Vendors must follow Cooly Rocks On™ management's advice and any Vendor not adhering to this will be liable for any damages to public and surroundings and will not be invited back to any further Events and/or Festivals.
- ✓ Should the Vendors be cancelled, Cooly Rocks On™ reserve the right to **not** issue any refunds for the cancellation.
- ✓ Cooly Rocks On™ is not liable for failure to perform any obligations if such failure is as a result of severe weather, labour dispute, strike, lockout or failure of electricity or telephone service. Cooly Rocks on™ is not liable for performance attendance numbers to the Festival.
- ✓ Cooly Rocks On™ management reserves the right to alter bump-in and operating times during the Festival due to weather, safety or unforeseen circumstances.
- ✓ Severe weather may include:
  - Lightning
  - Hail
  - High Winds
  - Heavy Rain
  - Thunder Storms
  - Earthquake
  - Floods
  - Hurricane
  - King Tides
  - Extreme Surf
- ✓ Cooly Rocks On™ do not accept any liability of any damage to marquees or stock due to bad weather.
- ✓ A full wet weather contingency plan will be outlined in the Vendor Operations Manual.



### 18. USE OF AMPLIFIERS OR LOUD SPEAKERS

- ✓ Use of amplifiers or loud speakers (or any other audio device) by Vendors is prohibited except with prior written consent from the Vendor Coordinator.
- ✓ Vendors are not permitted to employ, contract or program any performer or performance without prior permission from Cooly Rocks On™ management.



### 19. HELIUM BALLOONS

- ✓ Helium balloons are not permitted at this Festival due to our proximity to Coolangatta Beach foreshore and the threat balloons pose to marine life.



### 20. OFFENSIVE GOODS

- ✓ The organisers of Cooly Rocks On™ reserve the right to enter any Vendor site and remove articles, signs, pictures or printed matter that are not eligible for display or are considered offensive.





### 21. TEMPORARY FOOD BUSINESS LICENCES

- ☑ All food stalls are to be fully operational and connected to all services before trading.
- ☑ All food stalls must comply with the requirements of the Food Act 2006 and the Food Safety Standards.
- ☑ Food Vendors may be required to obtain a Temporary Food Business License or must provide a copy of their current Mobile Food Business License (must hold a license in Queensland) under the Food Act 2006. This is the Vendor's responsibility.
- ☑ All Vendors must display their license in view on site for Council Inspector's visits.
- ☑ For more information, or to apply for a Temporary Food Business License, contact City of Gold Coast Council's Environmental Health.



### 22. ENVIRONMENTAL HEALTH REQUIREMENTS

- ☑ All food stalls must comply with the requirements of the Food Act 2006 and the Food Safety Standards.
- ☑ Council staff will be monitoring food stalls during Cooly Rocks On™. Premises found with inadequate facilities will be required to cease operation until any identified issues are rectified.



### 23. GENERAL REQUIREMENTS

- ☑ It is recommended that suitable fire extinguishers be provided where cooking appliances are in use.
- ☑ A suitable number of approved refuse containers must be provided for both the public and the temporary food business operator.



### 24. FOOD SAFETY

- ☑ All food must be stored in conditions that protect it from deterioration and contamination.
- ☑ Suitable equipment must be provided to store cold food at less than 5C and hot food at more than 60C.
- ☑ Pre-cooked food must be prepared and packaged in licensed premises and labelled according to the Food Act 2006.
- ☑ Food products containing meat, poultry, fish, eggs, dairy products or similar potentially hazardous food must be kept refrigerated at 5C or less.
- ☑ Cooked foods should be stored for no longer than four (4) hours.
- ☑ Food must not be stored or displayed outside the Temporary Food Business or other area accessible to the public.
- ☑ Cooking equipment e.g. grillers, hot plates, open flame barbeques must be protected from dust, flies and other contaminants.

- ☑ All perishable food must be shielded from direct sunlight.
- ☑ There is a legal requirement for food vendors to provide a food-approved thermometer, which is accurate to +/-1C. This will enable food vendors to monitor food deliveries, production, display and storage temperatures.
- ☑ Use tongs or suitable implements for the serving or cooking of foods.
- ☑ Only disposable, pre-wrapped, single-use eating utensils are to be provided. Straws are to be protected from contamination in a single use dispenser.
- ☑ All condiments such as sauces, mustards etc. must be contained in individual single use packs or pump style dispensers.
- ☑ Food must not be accessible to the public. A physical barrier must be provided by means of glass, Perspex sneeze guards or clear plastic siding.
- ☑ All food must be stored off the ground and in closed containers with close fitting lids. The public is to be excluded from all cooking and food storage areas.
- ☑ All animals are to be excluded from Temporary Food Business areas.

**REMEMBER:**  
**"KEEP IT HOT OR KEEP IT COLD,  
OR DON'T KEEP IT AT ALL."**



### 25. PERSONAL HYGIENE

- ☑ All persons engaged in the preparation or sale of food shall: Wear clean and appropriate clothing.
- ☑ Ensure they keep themselves and their work area clean. Utensils and gloves must be used to handle food.
- ☑ No cuts, illness, sores on food handlers.
- ☑ Money and food handled separately.
- ☑ Keep long hair tied back.
- ☑ Ensure hands are clean before commencing or resuming work, after visiting the toilet, smoking, or after handling a refuse container, handkerchief or nasal tissue.
- ☑ No smoking in any food stall, van or other place where food is to be prepared and/or sold, or within four (4) meters of the food stall/site. Designated smoking areas will be provided throughout the grounds.
- ☑ Personal Effects/Chemical Storage must be stored away from food preparation areas.



### 26. MINIMUM REQUIREMENTS FOR FOOD PREPARATION AREAS

#### Structural Requirements

- ☑ Structural Requirements Temporary Food Businesses must have a roof and three (3) sides covered or constructed of vinyl, plastic or other approved impervious material and a suitable approved floor material must be provided as a ground barrier.



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### Roof

- Free from cracks or other defects. Weatherproof.
- Cover the entire food prep area and scullery.

### Walls

- Smooth, impervious, non-absorbent, non-toxic. Easily washable, Non-flammable near cooking equipment.

### Floor

- Non slip, impervious non-absorbent.
- Free from cracks, crevices or other defects. Easily swept and washed.
- Hand wash basin.
- Provide a 20 litre container with tap, labelled "Hand Washing Only".
- Must have a labelled "Waste water only" container under the tap to catch waste water.
- Separate hand washing and utensils washing facilities must be provided within the Temporary Food Business. Disposable hand towels and soap must be provided.
- All waste water must be stored and removed in an approved manner (e.g. a minimum 90 litre container for stored potable water and a second 90 litre container for waste water collection).

### Lighting

- Adequate to provide a safe work environment.

### Prep Surfaces

- All equipment must be maintained in a clean condition free of all contaminants.
- All workbenches, tables, trestles and the like must be of sturdy construction. Constructed of or covered by smooth, impervious, non-absorbent, nontoxic material. Used solely for food preparation.
- Free from cracks, crevices or other defects. Easily washed with an appropriate cleaner.

### Hot & Cold Food Storage Unit

- Adequate for requirements with a light inside cold room.
- Thermometer or temperature gauges provided.
- Able to maintain food at appropriate temperatures.



## 27. GAS BOTTLE SAFETY

- All gas bottles onsite must be connected to an appliance even when not in use or stored away from any food stalls. An LPG Safety checklist must be completed and submitted with your application.



## 28. FIRE EXTINGUISHER

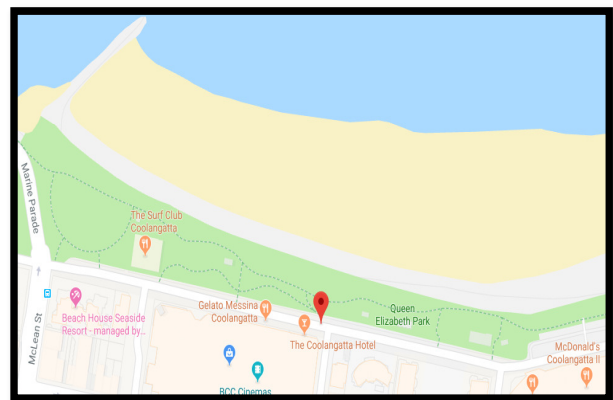
- It is recommended that each stall has a fire extinguisher. Each extinguisher must have a current test tag fitted.
- Contact the Queensland Fire Service for information.



## 29. ELECTRICAL REQUIREMENTS

- Only tagged and tested appliances that have been nominated on the EED can be connected.
- Electrical leads that are not tagged will be confiscated and returned at the end of the Festival.**
- Be careful not to underestimate your power requirements as this can lead to faults and power failures. **No double adaptors are to be used** (tagged and tested power boards are acceptable).
- The Vendors situated in metered sites and Food Vendors (not within pre-erected marquees) will be required to provide their own lighting.
- Electricians will make random electricity consumption checks.
- Please note that Cooly Rocks On™ **do not provide electricity for metered sites.**
- All **pre-erected sites are provided with only one (1) x 10 amp power outlet.**

### Coolangatta Foreshore



(Enlarged Exhibitor and Food Vendor maps are available on the Cooly Rocks On™ website : [www.coolyrockson.com](http://www.coolyrockson.com))



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### 30. CHARGES AND PAYMENTS

- 30.1 All Exhibitor and Vendor site fees must be paid in full in Australian dollars by the date set out in the Schedule A, or as set out in the Exhibitor and Food Vendor notifications forwarded to Exhibitors and the Food Vendors by the Organiser.
- 30.2 If the specified amount on any site booking has not been paid by an Exhibitor and/or Food Vendor within the terms set out in Schedule A, and after verbal confirmation from the Organiser to the Exhibitor and/or Food Vendor that such amount is due and payable immediately and the Exhibitor and/or Food Vendor fails to satisfy such payment within the agreed due date, the Organiser reserves the right to re-assign or cancel that booking without notice to the Exhibitor and/or Food Vendor.
- 30.3 In the event that the Exhibitor and/or Food Vendor has alternate payment arrangements in place with the Organiser (as agreed to by written approval) and the Exhibitor and/or Food Vendor lapse on their payment arrangement the Organiser reserves the right to re-locate and/or cancel that booking without notice to the Exhibitor and/or Food Vendor.
- 30.4 Exhibitors and/or Food Vendors **who have not completed full payment for their site fees will not be permitted to enter or set up at the Festival.** The Organiser reserves the right to legally recover the site fees from the Exhibitor and/or Food Vendor.

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### 31. BREACHES AND REMEDIES

- 31.1 The Organiser may terminate this Contract if an Exhibitor and/or Food Vendor does not remedy a breach of Contract to the satisfaction of the Organiser within 24 hours of the Organiser giving notice to the Exhibitor and/or Food Vendor of their breach of this Contract. Termination of this Contract is a termination of Contract under clause 12 and fees and charges are payable by the Exhibitor and/or Food Vendor to the Organiser.
- 31.2 The Organiser reserves the right to refuse entry to an Exhibitor and/or Food Vendor at the Festival where the Organiser believes that such entry may have a material or adverse effect on the Organiser, other Exhibitors, Food Vendors and/or patrons of the Festival. In the event that the Organiser does refuse entry to an Exhibitor and/or Food Vendor, clause 12 will apply.
- 31.3 In all such cases of a breach, the Organiser has the right to on-sell site space of an Exhibitor and/or Food Vendor without notice to such Exhibitor and/or Food Vendor of such decision having been made by the Organiser.

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### 32. PRIVACY POLICY

- 32.1 The Organiser is committed to the Privacy Amendment (Private Sector) Act 2000.
- 32.2 All personal information collected from Exhibitors and Food Vendors is done so in a lawful manner.
- 32.3 The Organiser will only disclose certain information to third parties assisting the Organiser with events, advertising or sponsorships on behalf of the Exhibitor and/or Food Vendor.



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### 33. GENERAL

- 33.1 In the event that any part of these **Terms and Conditions** are not legal or are deemed unenforceable, they are severed but all other **Terms and Conditions** will remain in full force and effect.
- 33.2 Time is of the essence of this Contract/Agreement.
- 33.3 These **Terms and Conditions** are governed by Queensland laws and the jurisdiction of the Queensland Courts.

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### 34. AMENDMENTS

Management shall have the full power to interpret and to make or to amend the Festival Guidelines and the rules and regulations. Payment of your fees does not constitute acceptance of this Agreement. This Agreement shall not be binding until accepted by Management evidenced by its signature in the space provided. Except as set forth herein, this Agreement may not be modified except in writing agreed to by both parties.

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### 35. SPECIAL CONDITIONS

This Agreement is subject to Special Conditions (if any) as set out in Item 1 of Schedule B. In the event of inconsistency between Special Conditions and the provisions of this Agreement, the Special Conditions will prevail.

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#### PLEASE NOTE:

***TO CONFIRM YOUR REGISTRATION AND PARTICIPATION AT THE FESTIVAL YOU ARE REQUIRED TO RETURN PAGES 10 TO 12 (THE CONTRACTUAL AGREEMENT Incl. SCHEDULES "A-B") SIGNED (and or INITIALLED where applicable) TOGETHER WITH A COPY OF YOUR CURRENT PLI INSURANCE TO:***

***CONNECTING SOUTHERN GOLD COAST :***

***[events@southerngoldcoast.com.au](mailto:events@southerngoldcoast.com.au)***

***FOR ATTENTION: The Festival Exhibitor and Food Vendor Coordinator***

***SHOULD WE NOT HAVE THE ABOVE RECEIVED PRIOR TO THE FESTIVAL THE EXHIBITOR AND/OR FOOD VENDOR WILL NOT BE ALLOWED TO ENTER THE FESTIVAL PRECINCT TO SET-UP.***



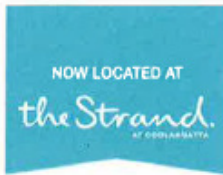


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### Connecting Southern Gold Coast Ltd

ABN 63 133 676 841

Suite 206, Level 2 The Strand,  
72-80 Marine Pde, Coolangatta Qld 4225

**M** | PO Box 728 Tugun Qld 4224

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30 September 2017

Dear Business Operator,

As a courtesy, the Finance Team at Connecting Southern Gold Coast Ltd ("CSGC") would like to let you know that from 1 July 2017 we will be obliged to report to the Australian Taxation Office (ATO) all payments we make to businesses for providing services or for payments of funding.

All government entities - including statutory bodies - will be required to provide the ATO with a Taxable Payments Annual Report (TPAR), which may include information such as:

- registered business name
- Australian Business Number (ABN)
- business telephone number
- business address
- gross amount paid
- total of GST paid on gross amount.

The ATO has advised that this information may be used for pre-filling purposes to help individual businesses, such as sole traders, lodge their tax returns. It also may be used to identify businesses that have not lodged tax returns, omitted income from their returns or have not met their GST obligations.

The definition of "funding" incorporates payments made to Event Organisers pursuant to CSGC Funding Agreements. Our obligation to report this information is a legislative requirement and confidentiality provisions in Funding Agreements do not preclude the obligation. However, the information is not disclosed on a public record and is subject to the ATO's privacy and confidentiality obligations.

Should you have any queries regarding TPAR and our reporting obligations, we recommend that you seek your own professional advice or refer to the ATO website at:

<https://www.ato.gov.au/business/reports-and-returns/taxable-payments-annual-report/>

We value the businesses with which we deal and remain committed to ensuring you are kept informed of changes which may affect you.

Yours sincerely

Chrisna Westerveld  
Manager – Finance & Governance