**DO NOT RETURN THIS SHEET WITH YOUR APPLICATION**

**License Agreement for the Stallholders**

**Terms and Conditions:**

Please ensure you read and accept the following terms prior to applying to “Gathering of the Clans,” a project of Brackets and Jam Central Coast Inc.

**Interpretation:**

**Management** refers to Brackets and Jam Central Coast Inc, for this project Julie Smith and/or Kym Johnston.

**Stallholder** shall be the person taking up a stall at “Gathering of the Clans”

**Site** shall be Norah Head Sports Oval, Bungary Road, Norah Head NSW 2263

**Booking**

Your stall will **not** be allocated to you prior to the day. The number and corners will be marked on the ground and you must ensure that your stall fits into the allocated spot. This must be strictly adhered to. Stalls will not be moved to another site unless there are exceptional circumstances and application for this must be made to Management for approval.

**Stalls**

Stalls will be allocated a position at the discretion of the relevant Event Manager or Clans Coordinator.

The Clan will not be permitted to use the site until all license and/or certificates have been received.

Clans must ensure they are set up in a professional, secure and safe manner. It is your responsibility to provide waterproofing of your stall on the day. Stall tables should be covered to the ground with cloth material, Tartan would be ideal but not compulsory. No table legs should be showing at any times in you stalls presentation, this is so that the whole festival looks aesthetically clean, bright, colorful and festive and pleasing to the eye. Also table legs must not be protruding from the front of your stall for OH&S reasons.

Inspections will take place on site in relation to OH&S for the safety of all people that will be onsite on the day. Leads, power boards and electrical connectors on the ground are expressly prohibited. Hold-down (guy) ropes must be clearly identified and must not be protruding out the front or if side access is used not to the side of your stall.

Setting up on Friday after 1pm may be available and must be authorised by Management.

**All stalls to be ready for business by 9.30 am – arriving no earlier than 07.00am. Packing up is permitted no earlier than 4.30pm.**

Please be aware that Clans requests for preferred positioning may not be granted.

If possible, please give the Gathering of the Clans Committee 21 days notice if you are unable to attend the event.

The stallholder must remove all of his/her rubbish from site.

**Security**

A security guard will be on duty on Friday night from 6.30pm and will stay onsite until 6.30am on Saturday. This guard’s duty will be to ensure that all assets of management and related persons is not stolen, defaced, or damaged in any way. Having the security guard does not mean that we will be liable if your site, equipment etc. is damaged, lost or stolen on the Friday night. This is still your responsibility.

We encourage a "Neighbourhood Watch" attitude amongst all stallholders, marshals and management.

Management reserve the right at all times to refuse entry of a stallholder without explanation. Stallholders must provide identification on request from any member of management or the licensed security personnel that will be there.

**4. Car parking:**

The stallholder agrees to park cars, vans etc, not being part of their stall, outside of Norah Head Sports Oval, prior to 8.30am. Failure to do so will result in removal of the offending vehicle. Management will not be responsible for any penalties incurred. Stallholders may unload their vehicles on site and then will need to remove said vehicle prior to 8.30am.

Marshals will be checking from 8am to ensure that all cars are removed by 8.30am.

**5. Liability:**

The stallholders agree that management shall not be liable for any damages or loses incurred by the stallholders. No matter what so ever arises whether by neglect or fault of the management or any other person. This extends to the damage, theft or loss of the stallholders stock at the site of the Gathering and during flooding, water, storms, electrical failure or to the stallholder's produce, equipment, materials or machinery. Stallholders participate at their own risk.

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**6. Insurance:**

Each stallholder will be required to take out their own insurance for public liability for an amount not less than $10,000.00. Insurance for theft, stock loss or damage will be your responsibility to obtain. A photocopy of your current Public Liability Insurance Certificate of Currency must be included with your application.

**7. Event Days and Hours:**

The event will be held on Saturday 5th September 2015 and runs from 10.00am to 4.30pm. There will be no packing up prior to 4.30pm unless advised on site by the Event Manager and we ask that if you sell out that you do not pack away until the agreed hour. Failure to do so may result in the loss of your stall at future events.

**8. Raffles and Hand outs:**

The distribution of raffle tickets, handouts and brochures is allowed from within the stallholder's site ONLY. No one is allowed to walk amongst the patrons to sell tickets or hand out flyers, brochures or similar items.

**9. Site Regulations:**

Stallholders must not damage or alter the grounds or fabric of the site in anyway. Management must approve all stall structures, apart from gazebos.

Management reserves the right to disallow the sale of goods at any time.

Stallholders requiring power must have all electrical leads, appliances tagged with the relevant inspection tag to certify all electrical appliances ‘as safe’ and satisfy the Wyong Shire Council certified electrician on the site.

Norah Head Sports Ground and the Gathering of the Clans is an alcohol free site and as such we ask that you do not consume alcohol on the premises during the Gathering. If you do consume alcohol management reserve the right to remove you from the Site.

Please be advised if any of the above is not adhered to Management will consider removal of the stall on the day and you will not be able to partake in future events.

**Please Note: All Stallholders are required to satisfy all local, state and federal laws relating to the sale of their goods. Non-compliance may lead to prosecution. Brackets & Jam Central Coast Inc and the Gathering of the Clans Committee accepts no responsibility for noncompliance with such laws.**

**Sale of Food**

If you sell food at your stall and you do not have a Wyong Shire Council Food License you must contact Wyong Shire Council and arrange for a temporary food permit/licence prior to the day and to advise that you are having a food stall. Wyong Shire Council – Department of Health, Environment Health Officer, Jason Thorne, Phone 02 4350 5122 or email: [Jason.thorne@wyong.nsw.gov.au](mailto:Jason.thorne@wyong.nsw.gov.au) .

**Sale of Food**

As of 24 February 2002, it is your legal obligation to notify NSW health of the operation of your stall via website [www.foodnotify.nsw.gov.au](http://www.foodnotify.nsw.gov.au)

If you do not have access to the internet please contact the Clans Coordinator for help with this matter.

**Please note cancellation of the gathering will only occur if there is an EXTREME weather event.**

YOu can call 0402 059 009 from 6.30 am on the day of the gathering if the weather looks extremely bad.