

Festival of Sails 2018 – Site Holder Terms and Conditions

1. Interpretation

Definitions

Allocated Site means the space at the Event allotted to the Applicant in accordance with Clause 4.

Applicant means a person or organization wishing to participate in the event.

Application Form means the form completed by the Applicant and submitted to RGYC indicating the Applicant's interest in participating in the event

Notification of Success means the written notification (via email) that the Applicant received from the Event Organisers detailing the site allocated and the costs associated

Council means the City of Greater Geelong Council.

Event means the "Festival of Sails 2018" to be held in Geelong from 26th to 28th January 2018 inclusive.

Personnel of a party mean that party's employees, agents, directors, officers, contractors and consultants or any of them.

RGYC means Royal Geelong Yacht Club Inc. (ABN 97 480 072 940) in the capacity as Event Managers.

Site means any lands, places and buildings where the Event will be conducted.

Siteholder means any Applicant granted a right to participate in the Event in accordance with Clause 4.

Siteholder Fee means the fee required to be paid by the Applicant for an Allocated Site at the Event, as set out in the Notification of Success.

2. Submission of Application Form

The Applicant will complete all details required on the Application Form and submit it to RGYC. The Applicant will include on the Application Form details of all merchandise and advertising material proposed to be displayed, given away, sold and/or offered for sale from its proposed exhibit.

Upon receiving Notification of Success, the Applicant will pay the Siteholder Fee in accordance with Clause 5 within 7 days. RGYC reserves the right to not accept applications which are lodged without payment of the Siteholder Fee within the 7 day timeframe.

3. Notification of Success and Allotment of Allocated Site.

Notification of Success will be sent in writing via email by RGYC or its personnel and will be at the sole discretion of RGYC. RGYC may impose such conditions on acceptance as it sees fit.

A binding agreement between RGYC and the Siteholder for use of the Allocated Site at the Event comes into effect on the date of receipt of the Siteholder Fee. The Agreement consists of these Terms and Conditions as varied by RGYC from time to time, and any other terms, conditions, rights, benefits and obligations expressly provided in the aforementioned Notice of Success. RGYC reserves the right to alter or add to these Terms and Conditions at any time without notice.

The Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with its subject matter. Upon acceptance of the application by RGYC, RGYC will, at its sole discretion, allot an Allocated Site to the Applicant. RGYC reserves the right at any time in its absolute discretion to alter the size, shape or position of the Allocated Site allotted to the Applicant.

4. Right to Participate

Upon Notification of Success of the application and payment by the Applicant of the Siteholder Fee in accordance with Clause 5 RGYC will grant the Applicant the right to participate in the Event in accordance with the Agreement and will provide the benefits set out in the Application Form (as varied by the Notice of Success or otherwise in accordance with Clause 3). The Applicant will not be permitted to enter or occupy the Allocated Site unless and until the Siteholder Fee has been paid in full. The Siteholder shall procure at its sole expense, all necessary permits and approvals required for its participation at the Event.

5. Siteholder Fees and Cancellation

The Applicant will pay the Siteholder Fee upon acceptance of the offered site within 7 days of being sent the Notification of Success. Payments will be made out to Royal Geelong Yacht Club, as per the Notification of Success.

RGYC reserves the right to amend or adjust the site rates outlined in the Invitation to Trade document. Any changes to the rates will be advised to the siteholder prior to the acceptance of the Notification of Success.

If the Siteholder wishes to cancel the Agreement more than 60 days prior to the commencement of the Event, RGYC will refund all monies paid to it. If cancellation takes place less than 60 days prior to the commencement of the Event, RGYC will not refund the Siteholder Fee,

unless a suitable vendor replacement can be found prior to the event at the same rate.

6. Retailing of merchandise and distribution of advertising materials.

No merchandise or advertising material may be displayed, given away, distributed, sold and/or offered for sale from the Allocated Site, the Event or the Site, outside of those items identified by the siteholder on the application form, without prior approval of RGYC (in its absolute discretion).

7. Restrictions.

Exhibitors will not be permitted to display, give away, sell, advertise or otherwise promote products or services at the Event that conflict with RGYC's or the Event's official sponsors. Exhibitors are advised to discuss this with RGYC prior to booking. Exhibitors are not permitted to sell products not listed on their Application Form.

8. Construction, operation, dismantling and removal of property.

The Siteholder will be responsible for the construction, operation, dismantling and total removal of all products, equipment and other property in respect of the Allocated Site, including all costs associated therewith except for items specified as being supplied by RGYC on the application form. Subject to the compliance with Clause 5 the Siteholder will be allowed access to the Allocated Site, Event and the Site as per the time set by the RGYC.

9. Reinstate Site

The Siteholder will be responsible for the condition of the Allocated Site and upon the close of the Event will clear and reinstate the Allocated Site to the satisfaction of RGYC. In the event that the Allocated Site is not cleared and reinstated as said the Siteholder will reimburse RGYC for any costs incurred by it in clearing and reinstating the Allocated Site.

10. Operation of Allocated Site

The Siteholder will ensure that the Allocated Site and all displays, products and other equipment are in complete readiness to be opened to the public by the agreed trading times in the area of operation. RGYC reserves the right to alter the trading hours, any such alterations will be provided to the Siteholder in writing prior to the event.

At all times during the Event the Siteholder will at its own cost:

- during the operating hours of the Event, keep the Allocated Site open and properly staffed by competent representatives;
- maintain the Allocated Site in a clean and tidy condition;
- conduct any business and other activities only from the allotted Allocated Site and keep passageways in front or at the side of the Allocated Site free of obstructions;
- ensure all fire equipment is fully visible and accessible

11. Rubbish

The Siteholder will comply with the requirements of EcoRecycle Victoria's publication titled "Waste Wise Events."

All refuse produced by the Siteholder will be placed in rubbish bins provided by RGYC.

12. Compliance with laws and regulations

The Siteholder will comply and will ensure that its Personnel comply with:

- all directions given by or requirements of RGYC or its authorized representatives or agents on its behalf.
- all requirements of any authorities having jurisdiction over the activities of RGYC or the use and occupancy of the Site;
- all application laws and regulations, including any laws and regulations applicable to safety requirements for plant and machinery and other equipment; and
- The terms and conditions of any permits, approvals and permissions issued in relation to the Event including but not limited to liquor licenses and food permits.

13. Site access and use

The Siteholder shall ensure that the delivery of all plant, equipment, materials and supplies required by the Siteholder during the Event occurs on each day at least one hour before advertised opening time. If the Siteholder considers it necessary to bring additional supplies into the Site outside these hours, the Siteholder must first obtain the consent of RGYC. Vehicle access with an event escort will be allowed for siteholders only at the times specified by the Event Organisers, and no vehicles may be left on site.

14. Damage to property

The Siteholder will be solely liable for any loss or damage caused by or during the construction, establishment, operation dismantling and removal of its property or any other element of its exhibit from the Site. The Siteholder will immediately notify RGYC of any such loss or damage and will, unless otherwise notified by RGYC, repair, rectify or reinstate any such loss or damage immediately upon its occurrence so that the

damaged property is repaired, rectified or reinstated to its pre-existing condition.

15. Promotional and advertising rights

The Siteholder will be permitted to promote and advertise their presence at the event once the Siteholder Fee has been paid. All promotion and advertising must be in line with the Event's message and overall brand. The Festival of Sails logo may not be used on any advertising or promotional material without prior approval. Siteholders may be asked to remove any promotional or advertising material at the Event organisers discretion.

16. Indemnity

The Siteholder will indemnify and keep indemnified and hold harmless RGYC, Council, the Crown, their representatives and agents against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them or any of them arising as a result of the staging of the Event, except where such claims are the result of any negligence of RGYC, Council, the Crown, or their representatives or agents.

17. Insurance

The Siteholder will for no less than the period from January 26th to January 28th 2018 inclusive, effect all insurances required by law for its participation in the Event and all other appropriate insurances and without limiting the generality thereof the Siteholder must:

- a) arrange all necessary insurance with respect to its employees under the provisions of the relevant workers compensation legislation;
- b) hold a current public liability policy of insurance for a sum of not less than \$10 million, including cover for products liability, and noting RGYC and council as an interested party to the policy; and
- c) hold comprehensive policies of insurance covering loss of or damage to any equipment and property brought into the Site by or on behalf of the Siteholder which policies will be for the full replacement value of the equipment and property.

The Siteholder will, within one week of effecting the insurance policies and no later than 30 days prior to the event, produce the policies of insurance effected for the purpose of complying with these obligations to RGYC and will, upon the request of RGYC, produce the receipts for payment of the current premiums or such equivalent acceptable evidence of compliance with this Clause.

18. Compliance with Local Legislation and Rules

Any siteholder who takes part in the Event must comply with the relevant legislation rules and regulations of the state/city/country where the Event is held and shall be solely responsible for observing and complying with the same and for obtaining all consents, approvals, authorities, licences

and the like as may be requisite to its participation in the Event. This includes any rules, terms or conditions which are set by RGYC. The siteholder will upon request produce copies of any required consents, approvals, authorities, licences.

19. Termination

If for any reason RGYC does not conduct the Event, on written notice by RGYC the Agreement will terminate and RGYC will refund to the Siteholder all monies paid pursuant to the Agreement. On receipt of those monies RGYC will thereby be released and discharged by the Siteholder and its personnel from all claims and damages of any kind.

RGYC reserves the right to cancel the Agreement by notice served to the Siteholder, in the event of any occurrence or happening relating to a Siteholder which in the opinion of RGYC justifies it in doing so, including a breach of any of these Terms and Conditions. In these circumstances RGYC will not be liable to pay the Siteholder any form of compensation whatsoever.

RGYC reserves the right to advise the Siteholder to cease trading offensive or environmentally damaging products at any time.

20. Acknowledgments

Without limiting the foregoing and to the extent permitted by law, RGYC and its representatives will not be in any way liable to the Siteholder, or any other person, if any attraction or feature at the Event is not provided, or is provided in an altered form, manner or size for any reason and the Siteholder will not make any claim against RGYC in this regard.

21. Assignment

The Siteholder will not be entitled to assign or sub-let all or part of the Allocated Site without the prior written consent of RGYC.

22. Disclaimer

All Applications are at the commercial risk of the Applicant and at no stage does the Festival of Sails or Royal Geelong Yacht Club guarantee crowd numbers or revenue for siteholders. The event is 100% outdoors and may be affected by weather.

ACCEPTANCE OF TERMS & CONDITIONS

By submitting the online Application Form, the Applicant acknowledges that they have read, understood and agreed to these Terms & Conditions.