

The following terms and conditions apply to all stall applications, by coming onto campus, stallholders agree to the following terms:

**1) APPROVALS**

- a) The event is under the control of the Event Manager. The Event Manager reserves the right to grant or refuse an application for a stall based on how the stall may align with the theme of the event; the amount of available space; and the goals for the event user-experience.
- b) The Event Manager reserves the right to immediately cancel a stall at any time if the Stallholder:
  - i) displays products or services that are different to those that have been approved. All products and services for display or sale must be approved by the Event Manager prior to arrival on site and before the products or services can be sold at a Market Day. The Stallholder remains responsible for ensuring all products and services comply with all applicable laws including consumer laws and health and safety regulations;
  - ii) sublets or shares a stall without prior written approval of the Event Manager;
  - iii) does not promptly comply with all reasonable directions given by the Event Manager to improve the safety and appearance of the stall; or
  - iv) harass or aggressively market to students. (If stallholders are seen doing this they will be asked to immediately leave). Stallholders may market by providing suitable promotional materials to students who can then use the information provided to them how they wish.
- c) No external operators will be permitted to operate food stalls, without prior discussion and written approval from Griffith Sport.
- d) The Event Manager has the right to:
  - i) re-allocate a stallholder to another site without prior notice.
  - ii) request that the stallholder undertake any reasonable measure to improve the safety and appearance of the stall.

**2) PAYMENTS, CANCELLATIONS & REFUNDS:**

- a) All Stall Fee payments for the stall booking/s and use must be made to Griffith Sport in advance, 7 days before the first event. Failure to do so will mean the withdrawal of your stall permit approval.
- b) A tax receipt will be provided.
- c) Griffith Sport may rearrange, postpone or cancel (in whole or in part) the Event if Griffith Sport considers the Event is or is likely to pose an unacceptable risk of damage to property or equipment, disease, illness or injury to any person or an event of Force Majeure has occurred or is likely. "Force Majeure" means any event beyond the reasonable control of Griffith Sport including wars, hostilities, revolutions, riots, civil disturbances, national emergencies, strikes or, lockouts, unavailability of supplies, epidemics, fires, floods, earthquakes, other forces of nature, explosions, embargoes, or any other acts of nature, or any laws proclamations, regulations, ordinances, or other acts or orders of any court, government or governmental agency.
- d) In the event that the Event is cancelled by Griffith Sport in whole or in part, the parties will in good faith discuss whether the stall holding can be transferred to some other Griffith Sport event acceptable to the Stallholder or whether a refund of the Stall Fee be paid to the Stallholder and less any additional amounts as appropriate taking into account any promotional benefits received by the Stallholder as at the date of cancellation.
- e) Stallholders are required to advise the Event Manager in writing at least 72 hours prior to commencement of the Event if they wish to cancel their booking. Cancellation of at least 72 hours notice will result in Griffith Sport refunding the balance of any the Stall Fees paid.
- f) If the Stallholder cancels on less than 72 hours notice, the parties will in good faith discuss whether the stall holding can be transferred to some other Griffith Sport event acceptable to the Stallholder or whether a refund of the Stall Fee be paid to the Stallholder.
- g) Any refund of the Stall Fee to the Stallholder will be paid by Griffith Sport within 30 days of the parties agreeing on the amount.

- h) If the Parties fail to reach agreement, the matter will be dealt with as a dispute under the dispute resolution process (see below).

### **3) NO WARRANTY AND LIMITATION OF LIABILITY**

- a) To the extent permitted by law, Griffith Sport gives no warranty and/or makes no representation about the number or demographics of the participants taking part in the Event or whether or not the Stallholder will generate any or any minimum amount of goodwill, revenue, profits or commercial benefit.
- b) Nothing in these terms and conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Griffith Sport (including its respective officers, employees and agents) excludes all liability for any personal injury; or any loss or damage arising in any way out of the Activity except to the extent that the liability arises from negligence or misfeasance which is attributable to Griffith
- c) Despite any other provision of this Agreement, the liability of a party arising under or in connection with this Agreement shall exclude each and all of the following:
- i) liability for loss of profit, revenue, goodwill, data, business opportunities, anticipated savings, and damage to reputation.
  - ii) any liability which was not reasonably foreseeable given the facts and circumstances known to the parties as at the date of this Agreement (or in the case of later added parties, to the parties as at the date of their accession); and
  - iii) liability for any indirect or consequential loss

### **4) DISPUTE RESOLUTION**

- a) A party claiming that a dispute has arisen out of, in connection with or under this Agreement (Dispute) must notify the other party giving written details of the Dispute. The parties agree to negotiate in good faith on a commercially realistic basis to resolve the Dispute and will refer resolution of the Dispute to officers within each party who are authorised to hear the Dispute before commencing any legal proceedings in relation to the Dispute. Nothing in this clause 12.1 will prevent a party from seeking urgent injunctive or similar interim relief from a court

### **5) PUBLIC LIABILITY INSURANCE**

- a) All external stallholders must arrange and maintain Public Liability Insurance coverage for a minimum of \$10,000,000 at all times as a stallholder during the Event.
- b) All external stallholders are required to submit a copy of certificate of currency of their Public Liability policy with their application form. No stallholder will be able to set up a stall without providing (by email) to the Event Manager a copy of certificate of currency of insurance covering the period of the Event.

### **6) FOOD BUSINESS LICENCE**

- a) All food vendors are required to submit a copy of their Food Business Licence with their application form. No food vendors will be permitted on site without providing this proof of certification.
- b) It is the responsibility of the stallholder to ensure that their Food Business Licence is current and up to date, and to submit a copy of the new Food Business Licence when renewed at least 48 hours before the next event they wish to attend. It is unacceptable to provide the certificate on the day. Please email it to the Event Manager prior to attendance.

### **7) EQUIPMENT**

- a) It is the stallholder's responsibility to ensure all equipment brought on campus has been set up securely and in a safe manner.
- b) Stallholders must supply 4 x weights (minimum 15kgs each) for marquees. No weights = no marquees.
- c) All electrical equipment (including appliances, extension leads and power boards) brought onto the University Campuses by Stallholders must be tested by a qualified provider and tagged accordingly. All electrical tags must show the date by which equipment must be reinspected and retagged. All electrical equipment must have an earth wire. Double adaptors and piggyback plugs are prohibited. Power boards must have surge protection and must have the ability to be individually switched on and off. These conditions are in compliance with the [Griffith University Electrical Safety Policy & Procedure](#).

### **8) SUSTAINABILITY**

- a) All stallholders must comply with the Griffith Sport Sustainable Event Guidelines by following the below:
  - i) Avoid single-use decorations such as balloons and other single-use plastics.
  - ii) Dispose of waste correctly; utilise general and recycling bins on site
  - iii) Only bring recyclable serve ware on campus, as all plastic serve ware is discouraged.
  - iv) Leave the site in a clean, litter-free, and undamaged condition.
  - v) Do not disturb, damage, or remove wildlife, plants, rocks, soil or firewood from the site.

#### **9) WORKPLACE HEALTH AND SAFETY REQUIREMENTS**

- a) All stallholders must comply with the [Workplace Health and Safety Act 2011](#) regulations and all subsequent amendments. Failure to comply with the Act will result in the forfeit of your Stall Permit and may lead to the loss of future access to the University.

#### **10) INCIDENT REPORTS**

- a) All incidents (with and without injury) involving stallholders or customers must be reported and recorded using the 'Griffith University Incident/Hazard Report Form'. These forms are available from Griffith Sport staff. Once completed, Griffith Sport staff will upload this information into GSafe.

#### **11) EMERGENCY EVACUATION PROCEDURES**

- a) In the event of an emergency, please follow the instructions of the Building Warden or Griffith University Security Staff. The closest Emergency Meeting Point on each campus is as follows:
  - i) Nathan N16 Undercroft Lawn
  - ii) Nathan Johnson Path (N66 Area) Lawn in front of N66
  - iii) Logan Community Place Community Court or Entrance to Community Place
  - iv) Mt Gravatt Library Undercroft and Community Building Library Undercroft
  - v) South Bank Campus Heart in front of S05

#### **12) PHOTO WAIVER**

- a) All stallholders consent to and authorise the use and reproduction by Griffith University of any and all photography and/or videography that has been taken of me this day for any purpose, without compensation to me. All digital image and/or video files are wholly owned by Griffith University, who reserves the right to use these images and/or video for publication.

#### **13) OTHER CONDITIONS TO BE AWARE OF INCLUDING:**

- a) Griffith Sport is an inclusive organisation; we have a zero-tolerance policy for disrespect and bad behaviour. Management reserves the right to handle any grievances as they see fit.
- b) The stall area is to be left in a clean, litter-free and undamaged condition. Any damage to University property, which in the reasonable opinion of the Event Manager arises from abuse or negligence of the stallholder or the stallholder's invitees shall be the responsibility of the stallholder. Any additional cleaning (over and above the usual scheduled cleaning) which is attributable to the stallholder or the stallholder's invitees will be charged to the stallholder. The University reserves the right to charge the stallholder for any damage to its property caused by the negligence, willful act or fault of the stallholder or the stallholder's invitees
- c) The stallholder is responsible for any accident, loss, damage or injury sustained by the stallholder or the stallholder's invitees while they are using the University's facilities (except to the extent the accident, loss, damage or injury is caused by or is attributable to negligence on the part of the University or its staff). The stallholder on their own behalf and as agent for the stallholder's invitees indemnifies the University from and against all the consequences of any accident, loss, damage or injury for which the stallholder is responsible under this clause and acknowledges that the University does not accept liability for any accident, loss, damage or injury (including damage to or loss of any item of personal property) arising from use of the premises by the stallholder or the stallholder's invitees (except to the extent the accident, loss, damage or injury is caused or contributed to by the University's negligence or misfeasance). By agreeing to these terms and conditions you are also agreeing to comply with the [Facilities Management and Campus Access and Use Policy](#).
- d) All stallholder event specific information can be found in their confirmation document sent by the Griffith Sport Events Team upon confirmation of engagement.
- e) Stallholders must ensure that their stalls do not obstruct major walkways, emergency exits or services for people with disabilities (such as Access Ramps, Safety Railings, Brail Paths etc.).
- f) Stallholders are responsible for their own parking arrangements and associated costs. All on-campus

parking at Nathan and Logan campuses is paid permit parking. QCA and QCGU (South Bank) do not offer onsite parking. There are variety of paid parking options around campus.

- g) Griffith University has gone cashless. We recommend providing contactless payment to customers at our events due to the current health guidelines.
- h) Children must be supervised at all times while they are on campus. Children cannot be allowed access to areas where unreasonable health and safety risks have been identified. The University reserves the right to direct that a child be removed from campus when the child is exposed to an unacceptable health and safety risk, or when the presence of the child is causing an unacceptable health and safety risk or an unreasonable level of disruption to others.
- i) Griffith University is proud to be a non-smoking University. You must at all times comply with the [Griffith University No Smoking Policy 2018](#).
- j) Operators are required to comply with any state or local government regulations or requirements, which cover the service or products offered. This includes secondhand and pawn brokers' dealers' licenses.
- k) Stalls are not permitted in areas other than those designated. Within the designated area, a stall shall not exceed the specified dimensions in the stall confirmation document, unless otherwise approved by Griffith Sport. Whilst promoting their services, stallholders must remain behind, or directly in front of their designated table. Stallholders must not stand in walkways or roam throughout the event.

**14) COLLECTION NOTICE: PERSONAL INFORMATION**

- a) Griffith University collects personal information from you to administer its events and activities. In this case, the information is being collected by a third party, on our behalf. If you choose not to provide the requested personal information, we will not be able to proceed with offering you access to the event or activity which you are seeking to participate in.
- b) The personal information does not usually require disclosure to any other entity, and will only be disclosed if a legal, government or regulatory authority requires the information for a specific and valid reason.
- c) For more information about how Griffith University handles your personal information, read our [Privacy Statement](#).

- 15) Failure to comply with the requirements of these terms and conditions, will forfeit your access to the campus.
- 16) If a hazard, potential hazard or emergency occurs in the market area, please contact security on 1800 800 707.
- 17) Further information regarding the Market Days at Griffith University campuses should be directed to the Griffith Sport Office by emailing [whatson@griffith.edu.au](mailto:whatson@griffith.edu.au)