

2025 Rare Spares Rockynats 05 Terms and Conditions of Trade Sites

The Rare Spares Rockynats 05 (“the Event”), will be held from 8am on Friday 04th April – 8:30pm on Sunday 06th April 2025 (the “Event Period”) at Rockhampton Showgrounds, Rockhampton CBD Riverside Precinct and Rockhampton Northside Burnouts Precinct (the “Event Area”).

1. Applications

- (a) By submitting the Application, the applicant (“you”) acknowledge that you have read, understand, agree to, and will comply with these Rockhampton River Festival Terms and Conditions of Trade (the “Agreement”).
- (b) By submitting an Application you are not automatically secured a site at the Event.
- (c) You must ensure all required supporting documentation is attached to your Application. Council will only consider Applications if all required supporting documentation is submitted.
- (d) When advising what site size is required, you must ensure that the site size requested will be large enough to contain all equipment, vehicles, supplies and all other items brought by you into the Allocated Site Area, including all ropes and awnings and back of house. If cold rooms, storage and freezers are required, you must ensure these items fit within the site size required.
- (e) Once an Application has been assessed by Council, successful applicants will be notified, unsuccessful applicants will be placed on the waiting list.
- (f) If you receive confirmation that your Application is successful, you must pay the site booking fees to the nominated Council account by the payment deadline. Payment method will be supplied upon notification of successful application.
- (g) If you have received confirmation that your Application is successful and you have paid the site booking fee by the payment deadline, you will have your site (the Site”) confirmed after payment of the site booking fees has been received by Council.

2. Sites

- (a) Subject to payment of the site booking fee under clause 1 of this Agreement, along with continued compliance with all clauses of this Agreement, you have the right to access the Site for the Event Period, Bump In Period, and Bump Out Period.
- (b) You acknowledge that site placement and layout is at the sole discretion of Council.
- (c) You must comply with any reasonable direction by Council with regards to safety, the movement and parking of vehicles, and conduct while interacting with public and other site holders.
- (d) You are responsible for the correct removal and disposal of waste and wastewater and any costs incurred as a result of such removal and disposal.
- (e) You are responsible for maintaining a safe, clean, tidy and waste free site at all times. All property must be removed by the end of the Bump Out Period and vacant sites must be left in a tidy manner. Any items left behind will be disposed of by Council. and Fees for disposal of any items left behind will be charged to you.
- (f) Council will not be liable for any theft, loss or damage to property during the Event.
- (g) You shall not dismantle, remove or pull-down the Site or any part of the Site or cease trading or leave the Event before the Event Period has ended.
- (h) Vehicles involved in the set-up of Sites (“Vehicles”) are to be unloaded and removed prior to setting up your Site. Sites requiring vehicles to operate must be prearranged with Council.
- (i) Vehicles may enter the Event area to set up sites from the date and times outlined in the Vendor Bump in / Out Information Kits (“Bump In Period”). Vehicles must be removed from the site by the end of the Bump In Period. Council staff will be on site and available to direct

you to your Site.

- (j) Vehicles may re-enter the Event area to dismantle sites from the date and times outlined in the Vendor Bump in / Out Information Kits ("Bump Out Period"). All sites must be packed up and all equipment and vehicles must be removed from the area by the end of the Bump Out Period.
- (k) Vehicles involved in the set-up and dismantling of sites must strictly follow the Bump In and Bump Out Periods and must adhere to Council's traffic management plan (TMP) and any directions of Council officers and Workplace Health and Safety officers. Vehicles forming part of the Site display are not permitted to move during the Event Period. Vehicles are not permitted to park within the Event area.
- (l) The Site set up must be completed and the display open for business and manned always during the event operating hours.
- (m) If requested by Council, vehicle passes must be affixed to the windscreen of vehicles to gain access to the event precincts.
- (n) You are not permitted to sublet your Site.
- (o) Council reserves the right at its sole discretion to enter your Site at any time and remove or request the removal of any item, article, equipment, sign, pictures, service and collateral which Council reasonably believes is unsafe, not eligible for display or is considered offensive, inappropriate, or contrary to the values of the Event or Council.
- (p) Power is NOT included in the fees and is available for purchase in addition to your Site.
- (q) If power is purchased for your Site, you will be charged directly for any costs, fees and expenses resulting from faults or power failures caused by your underestimation of the power required for your Site.
- (r) If you are providing food and/or drink preparation and/or service:
 - i. you must supply only reusable or 100% compostable food ware to their customers at the Event (this includes straws, stirrers, cutlery and plates);
 - ii. you must comply with health requirements of the Food Act 2006, Food Regulation 2016 and the Food Safety Standards;
 - iii. Rockhampton Regional Council Environmental Health Officers may inspect your business to ensure the requirements are being met; and
 - iv. where applicable, you are required to have a current Food Business Licence.
- (s) If a Food Business Licence is required under clause 2(r)iv, applications for the Food Business Licence should be submitted at least 30 days prior to the Event to allow adequate time for processing and must contain the required supporting documentation.
- (t) If you are using gas at your Site, you are required to:
 - i. have a current Gas System Compliance Certificate (AS/ NZS 5601:2:2010 Gas Installations);
 - ii. have a copy of you Gas System Compliance Certificate available for viewing by Gas Inspector/s and Council officers during the Event; and
 - iii. submit the Gas System Compliance Certificate issued no more than 12 months from the date of inspection with your application and be compliant for the entirety of the Event.
- (u) You shall not conduct any leaflet dropping, questionnaires, surveys or offer to the public any free products and/or materials on or around the grounds outside the boundaries of the allocated Site.
- (v) You shall not conduct a lottery, raffle, guessing competition, game of chance or sale by auction on the grounds without the prior written approval of Council and the applicable permit/license from the relevant governing body.
- (w) Microphones, sound amplifiers and machine demonstrations will be permitted only so long as they cause no annoyance to neighbouring site holders or the visiting public.
- (x) You shall not erect or display any form of signage, promotional or advertising material on or around the precinct outside the boundaries of you allocated Site.
- (y) Smoking and consumption of alcohol is not permitted on Sites at any time, except with prior

approval in writing from Council.

3. Cancellation and Termination

- (a) Council reserves the right to cancel or postpone the Event for any reason. Where the Event is cancelled or postponed by Council, even after the commencement of the Event, Council will refund the site booking fee. Council will not be liable for reimbursing you for any other costs, expenses, fees or losses incurred by the you, including, but not limited to costs for accommodation and travel.
- (b) Council reserves the right to terminate this Agreement, effective immediately, if they, acting reasonably, believe that you have breached a term of this Agreement. Where Council terminates the Agreement under this clause 3(b) of this Agreement, Council will **NOT** be liable to refund the site booking fee. Council will not be liable for reimbursing you for any other costs, expenses, fees or losses incurred by you, including, but not limited to costs for accommodation and travel. You will have no other claim against Council.
- (c) You may cancel your booking by written notice to Council no later than eight (8) weeks prior to the Event. Where you cancel your booking under this clause 3(c) of this Agreement, Council will refund the site booking fee. Council will not be liable for reimbursing you for any other costs, expenses, fees or losses incurred by you, including, but not limited to costs for accommodation and travel. You will have no other claim against Council.
- (d) Where you cancel your booking less than eight (8) weeks prior to the Event, Council will **NOT** refund the site booking fee, as it is held as reimbursement for costs of additional procurement to fill the vacated site and other costs or losses incurred by Council as a result of the cancelled booking. Council will not be liable for reimbursing you for any other costs, expenses, fees or losses incurred by you, including, but not limited to costs for accommodation and travel. You will have no other claim against Council.

4. Indemnity and Insurance

- (a) Except to the extent caused or contributed to by Council, you agree to indemnify Council against claims by any person in respect of injury, death or loss of or damage to any property, resulting from or in any way connected to you.
- (b) You are required to hold a public liability insurance policy current at the time of the Event Period (including Bump-in Period and Bump-out Period) for an amount not less than twenty million dollars (\$20,000,000). The insurance policy must list Rockhampton Regional Council as an interested party and cover liability to Rockhampton Regional Council for loss of or damage to property and death or injury to any person. You must provide a copy of the certificate of currency at Council's request.

5. Safety

- (a) Any electrical equipment or leads brought into the event by you are required to have been inspected and tagged by a licensed electrical contractor within the last 12 months and be compliant for the entirety of the event.
- (b) Dumping of water or waste on the ground/or in the gardens is not permitted and is a direct breach of Environmental Laws in place across Australia.
- (c) You must not encroach onto any walkways or pedestrian access.
- (d) If the Council identifies a potential safety hazard within the Site, you must comply with instructions to remove the hazard.
- (e) You agree to comply with Federal, State and Local laws including, but not limited to COVID-19 frameworks and legislation, together with any fire, police, health and/or public safety laws, regulations or ordinances which are or may be applicable. You must comply and adhere to the directions of Workplace Health and Safety officers that may be present on the day.
- (f) You must obtain all relevant licences, permits and approvals required to lawfully conduct any business or activity that will take place at the Site prior to the Bump In Period. You agree to maintain all relevant licences, permits and approvals required to lawfully conduct any business or activity that will take place at the Site for the entirety of the Bump In Period, Event Period, and Bump Out Period.