

# Terms & Conditions

In these Terms and Conditions which also includes the Exhibitor Terms and Conditions (“**Terms**”) the following words shall have the following meanings :

- “The **Exhibitor**” “**you**” is the person or company referred to on the Exhibitors Registration Form.
- “The **Organisers**” “**we**” is the BASTILLE DAY FRENCH FESTIVAL Inc
- “The **Festival**” is the Exhibitor space available on July 17th and 18<sup>th</sup> 2020 for indoor exhibitors, and available on July 18<sup>th</sup> 2020 for forecourt exhibitors, as part of the Bastille Day French Festival.
- “The **Venue**” is the State Library Victoria.
- “**Packaged Food and/or drinks**” are food or a drink that is packaged and that visitors eat at home and not at the Festival (e.g : packaged chocolate, packaged candies, beer bottles, tea boxes etc.) and also refers to food and drinks that are not made on the site and do not require electricity to be produced during the festival.
- This invitation to participate in the Festival is open to businesses and organisations with goods, food, drinks and services that relate to French culture.
- We recommend that you book early to secure a stall space.
- Note also that **all prices are exclusive of GST**.
- As it is the Organiser’s intent to offer visitors the most varied range of products as possible, please note that if several exhibitors selling the same products wish to take part in the festival, the Festival team will accept registrations based on a ‘first-come, first-served’ basis. We apologise for any inconvenience this may cause and thank you for your understanding.
- Upon registration to exhibit from an Exhibitor by the Organisers, the registration form and these Terms and Conditions (“**Terms**”) constitute a valid and binding contract. The Organisers reserve the right to modify these Terms as may be deemed necessary for the general success of the Festival and any such modifications are agreed to form part of the contract.

## CONDITIONS OF PAYMENT AND CANCELLATION TERMS

**An invoice of 100% of the appropriate fee will be issued once your registration has been approved, to be paid within 5 days to confirm registration, and no later than Monday 20 April 2020.** If the payment has not come through after the 5 business day limit, we reserve the right to cancel your registration and release your site.

All cancellations by Exhibitors must be in writing to the Organisers and sent by email to:

[coordinator@bastilledaymelbourne.com](mailto:coordinator@bastilledaymelbourne.com). Any cancellations by Exhibitors received **Monday 20 April 2020**. will be charged an administration **fee of 25%** of the total fee chargeable. There will be no refund for cancellations received after this date.

Services provided to the exhibitor will include compulsory services, such as purchasing of a stall space, and optional services, such as bagged ice. Details regarding the compulsory and optional services available to exhibitors, including prices of such services, will be outlined on the Exhibitors Booking Form..

## EXHIBITOR TERMS AND CONDITIONS (cont.)

1. The Exhibitor shall comply with all rules and regulations and laws. The Exhibitor agrees to indemnify the Organisers against any loss suffered in the festival of non-compliance with any such rules, regulations and laws.
2. Without limiting paragraph 1, it is the responsibility of the Exhibitor to obtain any licences or registrations required to sell food or drink. The Organisers will not be liable for any loss suffered by the Exhibitor should the Exhibitor fail to obtain any required licences or registrations, including any administration fees charged in the event of a booking cancellation.

3. The Exhibitor will comply with any rules and regulations notified to the Exhibitor by the Organisers or the Venue, which for the avoidance of doubt includes these Terms.
4. No Exhibitor shall erect any sign, gazebo, stand, wall or obstruction without the consent of the Organisers.
5. The Organisers reserve the right to prevent or prohibit any activity by an Exhibitor, its employees, agents or contractors that may, in the Organiser's sole opinion, disturb other exhibitors or visitors.
6. Business must be conducted exclusively from the Exhibitor's own stall and trade within their designated area.
7. The Exhibitor must not damage any part of the venue or any equipment therein by nails, screws, oil, paint, or any other cause whatsoever. The Exhibitor will be liable for any such damage.
8. The Exhibitor is responsible for the safety and security of their products, display and stall. Material should not be left unattended at any time and food safety, if applicable, will be monitored by the Exhibitor to comply with Victorian rules and regulations.
9. It is the responsibility of the Exhibitor to keep their stall clean and tidy during the Festival and upon pack down. Any litter must be disposed of appropriately in the bins provided.
10. Exhibits can commence bump out on July 18 from 6pm and no earlier.
11. The Organisers will not be liable: for the safety of any exhibit or property of any Exhibitor or any other person; for the loss, damage or destruction of same by theft or fire or any other cause whatsoever; or for any loss or damage whatsoever suffered by the Exhibitor.
12. The Exhibitor hereby accepts liability for all acts or omissions of itself, its employees, contractors, agents and visitors and indemnifies the Organisers now and forever against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be made against the Organisers including any legal costs.
13. At their sole discretion the Organisers may vary the Festival opening hours if deemed necessary for any reason whatsoever.
14. The Organisers reserve the right to postpone or cancel the Festival and will not be responsible for any loss or damage occasioned by the Exhibitor in this regard. In the event of postponement where the Exhibitor no longer wishes to participate or in the event of cancellation by the Organisers, all monies paid to the Organisers by the Exhibitors will be returned within seven days.
15. The Organisers reserve the right to prohibit or restrict activities in whole or in part any Exhibitor or their representative or reject any Exhibitor registration at whatever time in the case of failure to comply with these Terms. There shall be no return of payment if the Organisers deem such restriction, rejection or prohibition necessary.
16. The Organisers reserve the right to cancel an Exhibitor's registration in the event any terms and conditions of the Festival are breached by an Exhibitor, their employees, contractors or agents.
17. If your electrical appliances don't have the appropriate tag, the Organisers reserve the right to refuse the stall's set up and trade and **no refund will be given**.
18. Electricity isn't included in the stall price. To ensure a reliable and adequate power supply, power usage will be strictly controlled. The Exhibitor must notify the Organisers at the time of registration if they require additional power.
19. The space allocated is for the exclusive use of the Exhibitor named on the Registration Form but can be **only** shared with another company by agreement with The Organisers.
20. The Exhibitor must be able to show that they have the required Responsible Service of Alcohol (RSA) certification if applicable.
21. Exhibitors selling alcoholic drinks must comply with Australian law and obtain a Liquor Licence in order to sell these drinks. Exhibitors must refuse to sell alcoholic drinks to persons that are believed to be intoxicated.
22. No further discounts will be given to the Exhibitor.
23. The exhibitor must ensure it obtains appropriate public and product liability insurance, and will include valid certificate(s) when settling the registration.
24. The Exhibitor must respect its delivery, bump-in and bum-out times and dates. If the Exhibitor fails to deliver in the allocated time the Exhibitor may be required to wait until all the other exhibitors have completed their deliveries/bump-in.
25. All prices are **exclusive of GST**.