



Red CentreNATS
Terms and Conditions (Trade Stalls/Display Sites)

These terms and conditions relate to you holding a trade stall or display site at Red CentreNATS. By engaging with NTMEC you are agreeing to be bound by the following terms and conditions. If you have any questions about anything outlined in this document, please contact Gerard Sheldon on 0400 066 534 or Gerard.Sheldon@nt.gov.au

1. The **final placement of all sites is at the discretion of Northern Territory Major Events Company (NTMEC).**
2. All site holders must provide NTMEC with all required documentation, plans and meet the requirements outlined in the Trade Stalls Checklist located at the bottom of this document.
3. All sites are required to be open and operating as follows;
 - i. Saturday 3 September – 9:00am – 5:00pm
 - ii. Sunday 4 September – 12:00pm – 5:00pm
4. All site holders agree to:
 - a) comply with these terms and conditions and any ancillary documents;
 - b) exercise caution and take an appropriate level of care for their own safety, the safety of any minors or persons in their care, and the safety of others.
5. No sites are permitted to commence pack down until the conclusion of the final activity of that day. No sites are permitted to bump out until directed by either the NTMEC Site Management or NTMEC Event Staff.
6. Under no circumstances are site holders permitted to camp or sleep on site within Blatherskite Park. Site holders who do not follow instructions to depart the venue will be refused a site in future applications.
7. Site holders must remain on their allocated sites and are not permitted to undertake ambush marketing activities outside of their allocated site this includes any distribution of advertising materials.
8. Site holders will be responsible for the full setup of their site, this includes but is not limited to; marquees, shade, structures and furniture, electrical boards, leads and lighting.
9. Leads and electrical equipment used at the event must meet Australian Standard 3760 relating to the testing and tagging of all equipment. Event electricians will not be permitted to assist with testing and tagging. Failure to comply with this condition may result in your site be restricted from opening until this is resolved.
10. Site holders acknowledge they are responsible for their sites own security and property, and their employees, officers, contractors and agents at the event.
11. Vehicles including but not limited to; golf buggies and quad bikes must be registered and meet roadworthy requirements. Temporary vehicle registrations are available through Northern Territory Motor Vehicle Registry (MVR).
12. All speed limits must be obeyed and vehicles need to be aware of pedestrians. The speed limit throughout Blatherskite Park is 10kph – PEDESTRAINS have right of way ALWAYS.



13. Site fees must be paid in full to receive event accreditation
 - i. Accreditation must be worn at all times
 - ii. Vehicle passes must be affixed to the windscreen of the nominated vehicle
14. Site holders shall at their own cost and expense observe, comply and direct all things within their power and ability to ensure that they, their staff and customers comply with and observe all present and future legislation affecting the operation of the stall and they and their staff comply with all statutory or public authority notices served or received from the relevant authority or NTMEC including but without limiting the generality of the foregoing;
 - i. Local Government Act and any Regulations or By-Laws made thereunder
 - ii. The Health Act and any Regulations made thereunder
 - iii. The Fire Service Act and any Regulations made thereunder
 - iv. Any permits, licences or authorities granted to the permit holder or which the permit holder may be obliged or required to maintain and any directions, requirements and stipulations made and under any of the above-mentioned Acts or Regulations.

NTMEC gives no warranty (either present or future) as to the suitability or adequacy of the site or the use to which the site may be put. The site holder shall be deemed to have accepted these Terms and Conditions with full knowledge of and subject to any prohibitions or restrictions on the use of the site from time to time under or pursuant to any statute.

15. A detailed list of equipment being installed within your site must be provided upon application and approved in writing by NTMEC.
16. All staff involved in bump in and out of sites must complete the site induction prior to accessing site.
 - i. Site holders to ensure all staff working in operating hours are made aware of all relevant WHS responsibilities and requirements.
17. Limits of NTMECs Liability
 - a) NTMEC and any NTMEC Employee are not liable for anything they may do or omit to do or for any loss or damage to any vehicle, property or goods, or death or injury to any person however caused.
 - b) Any covenant, warranty or obligation of NTMEC which is implied by legislation or the common law is excluded, unless it cannot lawfully be excluded. To the extent that NTMEC cannot exclude the operation of any covenant, warranty or obligation which is implied by legislation or the common law, NTMEC will be liable only for any loss or damage to any vehicle, property, goods or death or injury to any person to the extent that NTMEC has breached that implied covenant, warranty or obligation, but is then liable only for the loss or damage directly cause or contributed to by NTMEC.
18. The site holder releases and indemnifies NTMEC against any Claim arising from any:
 - a) loss, damage, death or injury to any property or person in or about the site caused or contributed to by the Stallholder or any use of occupation of the site by the site holder;
 - b) neglect or default of the site holder; or
 - c) any combination of those things.
19. NTMEC is committed to reducing single-use plastics for all of its 2021 and future events. As part of this strategy, NTMEC has made it a requirement that stallholders provide suitable alternatives to single-use plastic items such as paper, wooden and bamboo options. For more information on single-use plastics and options of alternative products please visit:
<https://www.darwin.nt.gov.au/community/programs/climate-change-and-environment/plastic-wise>



20. COVID-19 Safety Management:

- i. All contractors will be required to complete the COVID-19 Safety Checklist and demonstrate how they can meet physical distancing and hygiene requirements.
- ii. A copy of this must be provided to NTMEC prior to accessing site

21. NTMEC reserves the right to amend these terms and conditions at any time at its discretion.



Merchandisers and Activations Checklist

Project Details					
Event:					
Event location:					
Business Name:					
ABN:					
Name of responsible person: (Copy of 18+ card or passport required)					
Contact phone number:					
Email address:					
Brief description of service providing for the event.					
Insurances					
Please provide a copy of the following Insurances.					
Insurance	Name of Insurer	Limit of Cover	Expiry Date	Policy No.	Copy Provided
Workers Compensation					
Public and Products Liability (minimum \$20m per incident)					
Event Safety Management Checklist					
All Merchandisers and Activations are required to supply the relevant documentation at least 4 weeks prior to access to the event site. Please provide a copy of the following documents. Please ensure all documents are site/event specific.					Copy Provided
List of staff required to be on site					
Registration for Business Certificate					
Gas & Power NT Work Safe Checklist (the power part of the checklist)					
Signed Generator Policy (if applicable)					
Risk Assessment –Merchandisers & Activations that are thought to have risks					
COVID-19 Plan					
COVID-19 Certification					
Site Requirements – Relevant to all					
<ul style="list-style-type: none"> All electrical/gas/hire equipment will be checked on site – please ensure that these are all compliant before coming to site. Refer to the below link. https://worksafe.nt.gov.au/_data/assets/pdf_file/0011/686621/Guide-electrical-equipment-and-gas-installations-at-markets-shows-and-sporting-events.pdf All licences will be checked on site – please ensure employees, sub-contractors and all staff are aware. On line inductions are required to be completed prior to attending site. 					
Declaration					



I, _____ (authorised company representative)

Declare that all information required has been provided and is current, valid and meets all Australian standards and / or relevant regulatory requirements. Should any non-compliance be identified, this may constitute a breach of service agreement/contract and may result in action being taken, up to and including but not limited to, issue of warnings, termination of a contract or non-renewal of a contract (relevant to a contractor or their employees), prosecution (where a breach of law) or commencement of legal proceedings for breach of contract.

Signatures

Authorised Signatory:		Date	
Position Title:			
Phone Number:			
Email address:			