

Legal Services | Corporate Services

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

APPROVALS

- 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.
- The Event Manager reserves the right to cancel a stall at any time if the stallholder is displaying products or services that are different to those that have been approved or if the stallholder is seen to be breaching any of the below activities:
 - Stallholders must not harass or aggressively market to students. If stallholders are seen doing this they will be asked to leave.
 - Stallholders are able to provide promotional materials to students who can then use the information provided to them how they wish.
 - All products for sale must be approved by the Event Manager prior to arrival on site and before products can be sold at a market day.
- No external operators will be permitted to operate food stalls, without prior discussion and approval from Griffith Sport.
- The Event Manager has the right to:
 - o re-allocate a stallholder to another site without prior notice.
 - o request that the stallholder undertake any reasonable measure which in the opinion of the Event Manager will improve the safety and appearance of the stall.

PAYMENTS, CANCELLATIONS & REFUNDS:

- All payments (total fee) for stall bookings must be made one week prior to the commencement of the first stall date. Failure to do so will mean the withdrawal of your stall permit approval.
- Payments will be made via GriffithPAY. Stallholders will be provided with a link to process payments prior to the first Market Day.
- A tax receipt will be provided through GriffithPAY.
- No refunds or transfers will be given for cancelled stalls, except in circumstances where the Event Manager
 has cancelled the Event due to inclement weather, operational disruption or health and safety concerns. In
 these instances, stallholder fees will be transferred to the next available event and if no alternative can be
 found, a refund will be offered.
- Stallholders are to advise the Event Manager in writing at least 72 hours prior to the market day if they
 cannot attend. Failure to notify the Event Manager of cancellation may lead to loss of space at future
 markets.
- In the event that the Event Manager terminates a stallholder's stall permit, all remaining stall fees will be returned to the stallholder.

PUBLIC LIABILITY INSURANCE

All external stallholders must be covered by Public Liability Insurance for a minimum of \$10,000,000.

- All external stallholders are required to submit a copy of their Public Liability policy with their application form. No stallholder will be able to set up a stall without providing this proof of certification.
- Public Liability Insurance should be obtained from an insurance company through arrangement by the Stallholder themselves.
- It is the responsibility of the stallholder to ensure that Public Liability Insurance is current and up to date, and to submit a copy of the new Public Liability Certificate when renewed at least 48hours 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.

FOOD BUSINESS LICENCE

- 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.
- 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 48hours 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.

EQUIPMENT

- It is the stallholder's responsibility to ensure all equipment brought on campus has been set up securely and in a safe manner.
- Stallholders must supply 4 x weights (minimum 15kgs each) for marquees. No weights = no marquees.
- All electrical equipment (including appliances, extension leads and power boards) bought 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.

SUSTAINABILITY

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

WORKPLACE HEALTH AND SAFETY REQUIREMENTS

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. INCIDENT REPORTS

• 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.

EMERGENCY EVACUATION PROCEDURES

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:

- Nathan N16 Undercroft Lawn
- Nathan Johnson Path (N66 Area) Lawn in front of N66
- Logan Community Place Community Court or Entrance to Community Place
- Mt Gravatt Library Undercroft and Community Building Library Undercroft
- South Bank Campus Heart in front of S05

PHOTO WAIVER

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.

OTHER CONDITIONS TO BE AWARE OF INCLUDING:

- 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.
- 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 default of the stallholder or the stallholder's invitees
- 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 allthe 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.
- All stallholder event specific information can be found in their confirmation document sent by the Griffith Sport Events Team upon confirmation of engagement.
- 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.).
- Stallholders are responsible for their own parking arrangements and associated costs. All on-campus parking at Nathan, Mt Gravatt 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.
- Griffith University has gone cashless. We recommend providing contactless payment to customers at our events due to the current health guidelines.
- 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.

- Griffith University is proud to be a no smoking University. You must at all times comply with the <u>Griffith</u> University No Smoking Policy 2018.
- 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.
- 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.

COLLECTION NOTICE: PERSONAL INFORMATION

- Griffith University is collecting 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.
- 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.
- For more information about how Griffith University handles your personal information, read our <u>Privacy</u>
 Statement.

Failure to comply with requirements of these terms and conditions, will forfeit your access to the campus.

If a hazard, potential hazard or emergency occurs in the market area, please contact security on 1800 800 707 from all telephones, or on extension 7777 from an internal telephone.

Further information regarding the Market Days at Griffith University campuses should be directed to the Griffith Sport Office by emailing whats-on@griffith.edu.au.