



## APPLICATION & OUR TERMS

**Event:** **DIWALI FESTIVAL at Federation Square**

**Date:** **Saturday, 19<sup>th</sup> October 2019**

**Time:** 11:00am to 9:00pm

**Organizer:** The Diwali Festival Committee ("the Committee")

**Association:** Celebrate India Inc. ("CII")

**Application:** **Commercial Stall (3x3 Meters)**

Please accept my application as an expression of interest to hold a commercial stall for the Diwali festival at Federation Square ("**Fed Square**") in 2019.

- A. By completing this form, I have applied to CII to hold a commercial stall for the Diwali festival at Fed Square.
- B. If the applicant is a company, the application has been made jointly and severally by the company and its directors.
- C. In support of my application, I/We have completed the details below.
- D. In consideration of CII agreeing to provide a site to me to hold a commercial stall for the Diwali festival at Fed Square, I agree to be bound by and comply with the terms and conditions set out below.
- E. A Director of a company who signs this form agrees that he is signing in his personal capacity, as well as, a director on behalf of the company.
- F. CII is not taken to enter into this agreement until it executes the same.
- G. Should you have any questions please contact:

Name: Naishadh Gadani	Name: Arun Sharma
Position: Team Leader (Variety Stalls)	Position: Chairman
Address: Celebrate India Inc. PO Box 33, Taylors Lakes 3038	Address: Celebrate India Inc. PO Box 33, Taylors Lakes 3038
Mobile No.: 0423 346 596	Email: <a href="mailto:contact@celebrateindia.org.au">contact@celebrateindia.org.au</a>

**OUTDOOR EVENT The Event is an outdoor event, and accordingly, the Event is subject to any adverse weather conditions, for which no one is liable.**

**I. THE APPLICANT DETAILS:**

The Applicant means the person completing this form; and in the case of a partnership, each partner and his heirs, successors and personal representatives; and in the case of a corporation, the corporation and each director; and their successors, assigns, sub-contractors, employees, staff, agents, personal representatives and heirs as the case may be.

\*Name of Business: \_\_\_\_\_

\*ACN/ABN: \_\_\_\_\_

\*Business Address (PO Box only not acceptable): \_\_\_\_\_  
\_\_\_\_\_

\*Name of authorised person: \_\_\_\_\_

\*Position of authorised person (owner/manager): \_\_\_\_\_

\*Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_ Mobile No.: \_\_\_\_\_

\*Names of two (2) contacts on the day: \_\_\_\_\_

\*Mobile No: \_\_\_\_\_

<b>*Describe commercial items you will sell here: (all inclusive) &amp;</b>	<b><u>Provide complete list of all electric appliances for use on the day</u></b>	
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**Any unapproved or undeclared product on this form will not be permitted to sell or used on day.**

**II. PRICE:**

1. We require a deposit in the sum of **\$1225.00** by way **direct debit ONLY** to CII, along with a signed copy of this Application. **Payment** must be received by CII on or before 5:00pm on **13th September 2019**, with a signed copy of this Application. **Late fee of \$100 will apply after this date.**
2. The deposit includes a bond of **\$200.00**, which may be refundable.
3. Please notify us of your **list of all electric equipment** (eg: EFTPOS, TV, Pump to inflate etc.) along with this application.

**PAYMENT is by DIRECT DEPOSIT only.**

Please note our account details below and **send us your deposit receipt** on [Contact@celebrateindia.org.au](mailto:Contact@celebrateindia.org.au) with the name of your business for which you are making the transactions.

**Account name:** Celebrate India Inc.      **Bank:** CBA      **BSB:** 063122      **Account No:** 10471102

**Your bank details for refund. (Same Account name as deposit)**

Your Account Name:----- Bank Name:.....

BSB: -----Account Number:-----

**Refund of Bond:** Please note that refund of bond money is only possible after receiving the final report and invoice from the Fed Square and that usually takes about 6 weeks after the event.

**\* SIGNED AS AN AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**THE APPLICANT:**

Where the Applicant is a company:  
EXECUTED FOR AND ON BEHALF OF )  
\_\_\_\_\_ PTY LTD ACN )  
\_\_\_\_\_ in accordance with )  
section 127 of the Corporations Act: )  
\_\_\_\_\_ )

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Secretary\*

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Print Name of Signatory

Where the Applicant a Business or Individual:  
Signed by the said )  
\_\_\_\_\_ )  
In the presence of: )  
\_\_\_\_\_ )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print name of Witness

**CELEBRATE INDIA INC:**

EXECUTED FOR AND ON BEHALF OF **CELEBRATE** )  
**INDIA INC.** )  
\_\_\_\_\_ )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory

### III. EQUIPMENT PROVIDED

- Each Variety stall is a site of three meters by three meters (3 x 3m), will be provided with: -
  - Four (4) concrete Weight Base Plate and Cover;
  - 2x chairs,
  - One (1) Table; (1.8 meters)
  - One (1) power point to which a **maximum of one appliance** per stall should be applied.
  - Mandatory CII decorations in front of the marquee**, which must be protected by the stallholder.
- Additional power is **only possible if available** on the day at an additional cost of \$80.00 each, lights can be pre-ordered for \$55 and additional Table 1.8 meters **(\$35)** and Chair **(\$6)** can be provided with prior arrangements and a notice must be given by **1st October 2019**.
- All electrical equipment, including but not limited to leads**, must be tagged and certified as per current Victorian legislation. **NO TAGS AND TESTING WILL BE PROVIDED ON THE DAY.**
- As per the guidelines of Fed Square, **no gas cylinders** are to be used on the day.

### IV. SET UP / PACK UP TIMINGS

- Delivery time for the loading bay, to set up the **stall** is strictly between **7.00am to 9.00am** and **your stall is to be packed after operation by 9pm** on the stated festival day.
- Officials from CII ("**the Officials**") will assist the applicant in finding the site and ensure all connections are available.
- All stallholders are responsible to hand over the marquee, furniture supplied and CII decorations in good condition.**
- The Applicant must be equipped with a trolley or other means to carry its supplies to their stall.
- No motor vehicles will be permitted inside Fed Square.

### VI. TERMS OF ALLOTMENT:

- Allocation of stall sites are finalised by CII committee in accordance with the policy, electricity requirement and security advise by the Fed Square management and is not negotiable.
- All Commercial stalls must only operate between the hours of **11:00am to 9:00pm**.
- Fed Square entry and exit points, including but not limited to car parking spaces, will be advised by CII.
- People working on the stalls will only be allowed entry by foot.
- At the end of the Event, applicants must leave the stalls in a clean condition, including removal of all waste and no residue/rubbish is left behind. Please report to the CII team members about any damage made during the day.**
- CII will determine whether the bond will be made refundable to the applicant, and the decision will be final. CII's decision will be based on the *condition of the stall* at the end of the Event, and whether there were *any damages to the stall, CII's decorations or equipment hired or amount of rubbish left behind*.

### VII. TERMS RELATING TO COMMERCIAL STALL:

- The Applicant may arrange for their own signs/banner, which must **not be larger than** two hundred centimetres by ninety centimetres (200cm x 90cm) in size without affecting the placement of decorations organised by CII.
- The Applicant must comply with the rules and regulations of the CII and Fed Square management, including but not limited to all written and verbal instructions that may be given by CII, the Officials and the event managers.
- The Applicant must accept and comply with any decision made by the Committee and the Officials, including but not limited to matters regarding the terms and conditions contained herein.

4. The Applicant must have **adequate public liability insurance** to cover all operations from their stall and the quality of all products supplied from their stall. They may be required to present the insurance cover note. CII will not be liable for any operations from the Variety stall and/or for the quality of all products supplied from the Variety stall.
5. The Applicant must have its own **accident and personal insurance** to cover its property, its employees and itself for the entire duration of the Event.
6. The Applicant must be considerate and flexible with neighbouring stallholders, and the Officials.
7. The Applicant must not act in any way that may affect the reputation of CII, including but not limited to the Applicant's behaviour, language, expression, conduct and participation. If at any time during the event, the Officials determine, at their sole discretion, that the Applicant's actions may affect the reputation of the CII, the Applicant will be required to immediately cease such action, including leaving the premises and forfeiting the bond.
8. The Applicant must comply with the applicable legislation and rules relating to Occupational Health & Safety.
9. The Applicant must comply with the terms and conditions contained herein, the applicable legislation and rules relating to selling Variety products, including but not limited to the regulations of the Melbourne City Council, rules and regulations of Fed Square Management.
10. ***The Applicant accepts that additional charges will be imposed by CII and/or Fed Square as deemed necessary by them, for any damage caused by the Applicant, including but not limited to spillage, rubbish, damage to surface or marquee, and missing items, and will be deducted from the bond money.***

#### VIII. LIABILITY

The Applicant does not have under any circumstances any cause of action against or right to claim or recover from CII, the Officials and any volunteers for, or in respect of, any loss or damage of any kind whatsoever, caused directly or indirectly by:

- (a) any breach of these terms and conditions; or
- (b) any fact, matter or thing relating to the Variety stalls; or
- (c) any defect in material or preparation of, or any other defect whatsoever in, or unsuitability for, any purpose of the Variety product or any part of the Variety product, supplied by the Applicant; or
- (d) by default or negligence on the part of CII, the Officials and any volunteers or of any employee, contractor or agent of CII or of any person for whom CII has legal responsibility relating to the supply of, or otherwise concerning the Variety stall, the site, or any part of the stall.

#### IX. FORCE MAJEURE

1. If by reason of any fact, circumstance, matter or thing, including but not limited to industrial disputes, default of suppliers, compliance with governmental order or request, sabotage, rebellion, fires, flood, breakdown of plant or machinery, beyond the reasonable control of CII or the Applicant either is unable to perform in whole or in part any obligation under this agreement that party is relieved of that obligation under the terms and conditions contained herein to the extent and for the period that it is so unable to perform and is not liable to the other party to this agreement in respect of such inability.
2. Any delays in or failure of performance of either the Applicant or CII shall not constitute default under this agreement or give rise to any claims for damages.
3. In the event of any unforeseen circumstance, including but not limited to the incumbent weather, or declared emergency by Fed Square or the Victorian Government, CII or the Applicant is unable to perform in whole or in part any obligation under the terms and conditions contained herein, that party is relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and is not liable to the other party to this agreement in respect of such inability.

#### X. INDEMNITY

1. The Applicant shall indemnify and keep indemnified CII and any of its subsidiaries, affiliates, director, officers, agents, employees, volunteers, authorised representatives and consultants, against all and every claim, demand, action, suite, cost (including any solicitor costs calculated on an indemnity basis), loss or proceeding of whatsoever nature and however they shall be brought by any third party or on behalf of any third party including any solicitors costs calculated on an indemnity basis arising out of or incidental to the carrying out of the carrying out, completion or execution of the services for any reason or by any act or omission or fault or negligence by CII or any of its suppliers, subcontractors, consultants or any other person acting on or purporting to be acting by CII's direction or control or on behalf of CII.
2. This indemnity shall specifically extend to and include an indemnity by the Applicant to CII for damage to property and injury to or death of any third party including any person who is employed by or acting under the direction or control of the Applicant.

**XI. GOVERNING LAW.** The laws of Victoria state shall govern this agreement and the parties agree to submit to the jurisdiction of the Courts of that State.

#### XII. INVALIDITY

If any clause or part thereof contained in this agreement shall be judged to be invalid for any reason whatsoever such invalidity shall not affect the validity or operation of the remainder of this agreement and such invalid clause or part thereof shall be deemed to have been deleted from this agreement.