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Version: 3

MARKET STALL APPLICATION CHARTERS TOWERS TWILIGHT MARKET & FILM FESTIVAL

Public Liability Insurance *if you meet the criteria of a 'busker/stall holder/entertainer' please complete the associated Insurance Form at Schedule 2*	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 40%;">Insurance Company</td><td></td></tr> <tr><td>Name of Insured</td><td></td></tr> <tr><td>Policy Number</td><td></td></tr> <tr><td>Expiry Date</td><td></td></tr> <tr><td>Amount of Cover</td><td></td></tr> <tr><td colspan="2" style="text-align: center;">REQUIRED: Copy of policy to be attached to this application</td></tr> </table>	Insurance Company		Name of Insured		Policy Number		Expiry Date		Amount of Cover		REQUIRED: Copy of policy to be attached to this application	
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Declaration	<p>I apply for a market stall at the Charters Towers Twilight Market & Film Festival and declare:</p> <p><input type="checkbox"/> that the particulars provided above are correct in every detail;</p> <p><input type="checkbox"/> I have read the Terms and Conditions outlined in Schedule 1 – Terms and Conditions;</p> <p><input type="checkbox"/> I further understand that by lodging this Registration Form, I accept all of the terms and conditions imposed and understand the requirements and obligations associated with same; and,</p> <p><input type="checkbox"/> I agree to comply with all COVID-19 regulations, as specified by Queensland Government.</p> <p>Applicant/Responsible Person Name</p> <p>Applicant/Responsible Person Signature</p> <p>Date</p>												
Office Use Only													
Date Received:	Receipt No:												
Amount: \$	Cashier:												
<p>The information collected on this form will be used by the Charters Towers Regional Council for the purpose of processing and assessment of your application/request. Your personal details will not be disclosed for a purpose outside of Council protocol, except where required by legislation (including the Right to Information Act 2009 and Information Privacy Act 2009). This information will be stored on Council's database. The information collected will be retained as required by the Public Records Act 2002.</p>													

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SCHEDULE 1 Terms and Conditions

Stall Sites – General

1. Submission of this application (including acceptance of the terms and conditions) and acceptance by Council does not constitute an approval to participate, unless otherwise advised by Council in writing.
2. The activity is only permitted at the Charters Towers Twilight Market & Film Festival on Saturday, 9 October 2021 during the hours of 3pm - 10pm. Any times or dates outside of this event will require a new permit.
3. A site map depicting your approved location will be emailed to the email address supplied prior to the event date.
4. Your site must be set-up in the allocated position nominated on the site map by 4:45pm. All infrastructure and equipment are to be kept within the boundaries of your site. No spillage onto adjoining sites is permitted.
5. All stallholders must behave in a professional manner.
6. People under the age of 18 years are not permitted to operate a stall unless accompanied by a supervising adult or person over the age of 18 years.
7. Stall holders must be neatly attired and due to safety regulations closed in shoes must be worn at all times.
8. The approval holder must protect the safety of persons who may be involved in, or affected by, the activities authorised.
9. It is not permitted to display 'trade logos' (eg. Holden, Coca Cola, etc.) without prior approval from the Event Coordinator.
10. The event organisers retain the right to enter upon the site of any stallholder at any time and remove any article, sign, picture or printed matter which in the event organiser's opinion is either not eligible for display or considered offensive.
11. Public Liability Insurance – The approval holder must ensure that the insurance policy submitted to Council with the application is maintained for the entire duration of the activity.
12. The approval holder must indemnify and hold harmless the Charters Towers Regional Council, its servants and agents (the indemnified) against any claims, for any personal injury, damage or otherwise howsoever occurring in connection with your participation.
13. Approval holder must acknowledge that they have secured the necessary permits relative to their stall. (e.g. food handlers have a licence etc.)
14. It is the approval holder's responsibility to ensure that they or their staff members have a Blue Card (Working with Children) if necessary.
15. A refund is only available if Council terminates or cancels the event.
16. Charters Towers Regional Council reserves the right to advertise or promote the Stallholder in connection with the Twilight Market & Film Festival and the Stallholder consents to Charters Towers Regional Council taking and using photographs or digital images which may contain images of the Stallholders' produce or image.

Safety

17. The approval holder must ensure that the undertaking of the activity does not create a safety risk.
18. The approval holder must ensure that sufficient room is maintained for pedestrian traffic at all times.
19. Permitted infrastructure is restricted to marquees, tables and chairs. Other infrastructure may be approved by the Event Coordinator.
20. Tables must be of a nature that legs do not protrude outside of the table top permitted so as not to constitute a potential trip hazard.
21. Tent/Marquee ropes and supports, electrical leads or other potential trip hazards of whatsoever nature shall be positioned or clearly defined in such a manner as to avoid a hazard.

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22. Tent/Marquee must be secured with weights – TENT PEGS ARE NOT PERMITTED.
23. The approval holder must ensure that all equipment used is erected and secured safely and in accordance with manufacturer's specifications.
24. The approval holder must keep and maintain all facilities and equipment used in good working order and condition and in a clean and sanitary condition.
25. Stallholders are responsible for the security of their designated site and the security and safety of any property of Council in or around their designated site.
26. The approval holder must promptly rectify any damage or loss of amenity to a local government controlled area or road caused by the undertaking of the approval/stall holder's activity. This includes, but is not limited to, any damage to items such as furniture, equipment, fittings, irrigation, pipes, fauna, flora, lawns and grassed areas.
27. The approval holder is responsible for the removal of all waste generated from their activity.
28. Limited power is available.
29. ALL electrical leads and equipment must be tested and tagged by a qualified electrician.
30. In any instance where an electrician is required to tag any lead or equipment that has not been tagged or has an expired tag, stall holders will be required to pay for such.
31. All equipment and leads must be made available for inspection.
32. No double adapters are to be used (power boards are accepted).
33. Electrical cords and power boards must be kept where they cannot come into contact with liquids and must not pose as a fire or electric shock risk at any level.
34. Appliances are not to be near flammable materials or vapours.

Vehicles

35. Vehicle access for loading and unloading of goods is available only between 3pm and 4:30pm unless a variation is approved by the Event Coordinator.
36. No vehicles are allowed to remain in the Market Precinct after unloading/loading vehicles. The entire Market Precinct is closed to vehicular traffic from 5pm.

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CHARTERS TOWERS REGIONAL COUNCIL ON BEHALF OF UNINSURED STALL HOLDERS, BUSKERS & ENTERTAINERS

APPLICATION FOR UNINSURED STALL HOLDERS, BUSKERS & ENTERTAINERS Public and Products Liability – Local Community Insurance Services Policy Number: ATA172000PLB			
Applicant's Name			
Applicant's Address			
Type	<input type="checkbox"/> Stall Holder	<input type="checkbox"/> Busker	<input type="checkbox"/> Entertainer
Description			
Acknowledge that Council has in place a Public and Products Liability Insurance Cover ¹ with a \$500 Policy Deductible (Excess) and Limit of Indemnity of \$10,000,000 for uninsured Stall Holders, Buskers & Entertainers.			
I/we further acknowledge that I/we have read the following regarding Council's Public Liability Insurance Cover which details the following exclusions: <ol style="list-style-type: none"> 1) Goods imported by you 2) Jumping castles, inflatable slides, trampolines and amusement rides 3) Live animals, child minding activities and photo booths and toys 4) Tobacco, E-cigarettes, electronic vaping devices, electronic nicotine delivery systems or similar smoking apparatus and the sale of alcohol 5) Amusement rides and devices (mechanical, powered or animal) 6) Bicycles, skateboards, in line skates, roller skates, scooters and associated protective equipment 7) Inflatable pools, life jackets, floating devices and other floating aids 8) Protective or safety equipment and/or clothing, eyewear and life preservation products 9) Second hand electrical items, tools and automotive parts or accessories of any nature (including motor cycles) 10) Sporting goods or equipment, swords, spears, bows, crossbows, firearms, ammunition or weapons of any kind 11) Knives, not including chef or kitchen knives or garden pruning equipment 12) Fireworks, pyrotechnics or explosives 13) Sale of flammable, dangerous and/or hazardous chemicals, petrochemicals, pool chemicals and flammable liquids with a flash point below 23°C 14) Sale of animals, animal feed, pet food or pet food supplements (not including pet treats for domestic animals) 15) Vaporisers and humidifiers 16) Treatment risks including massage, acupuncture, chiropractic treatment and natural therapies 17) Nutraceuticals or cosmetics 18) Any medical device or alternative therapy medical device including any massage device 19) Detergents and/or soaps (including natural) manufactured by Insured 20) Candles of any description and including the burning or heating by flame of oils or essences but excluding incense sticks 21) Vitamins, minerals, herbals and other health supplements (other than food) 22) Children's toys, cubby houses, swings, slides, playground equipment or climbing equipment, and 23) Baby/Infant clothing/children's clothing. <p>This policy does not cover claims arising from the use by buskers of knives, swords (including theatrical knives and swords) or any activity involving the use of fire. All commercial businesses must have own cover as Council cannot provide cover to businesses.</p> <p>I understand and acknowledge that Council is not representing the insurer and/or myself in respect of this insurance, and is not in a position to grant or confirm cover in my particular instance other than to confirm that the Public and Products Liability Insurance policy is current.</p> <p>I understand, in the event of an incident occurring that could possibly result in a claim under this policy, I must advise Council as soon as possible thereafter so that guidance can be provided as to the appropriate action to take</p>			

¹ The Insurance Policy wording is held by Council and is available for perusal upon request.

CHARTERS TOWERS REGIONAL COUNCIL ON BEHALF OF UNINSURED STALL HOLDERS, BUSKERS & ENTERTAINERS

to ensure the Insurer is advised in accordance with the Policy Conditions. **I also understand that it will be my responsibility to pay the \$500 Policy Deductible (Excess).**

I also understand and acknowledge, if for some reason I may not be indemnified under this insurance, I would be personally liable for any claims arising from the activity.

Date/s of Use	To:		From:	
Time/s of Use	To:		From:	
Signature				
Date				