



APPLICATION & OUR TERMS (GENERAL STALL)

Date: Sunday, 24th March 2018

Time: 11 am till 6pm

Organizer: Veiled women Pty Ltd Trading as NASIBA

Application: General Stall / Designer

Please accept my application as an expression of interest to hold a General stall for Hijab Fest 2018 at the Northcote Town hall.

- A. By completing this form, I have applied to Veiled Women Pty Ltd to hold a General stall for Hijab Fest 2018 at the Northcote Town hall (189, High Street, Northcote 3070).
- B. If the applicant is a company, the company and its directors have made the application jointly and individually.
- C. In support of my application, I/we have completed the details below.
- D. In consideration of Veiled Women Pty Ltd. agreeing to provide a site to me to hold and General stall for Hijab Fest 2018 at the Northcote Town hall, I agree to be bound by and comply with the terms and conditions set out below.
- E. The Director of a company who signs this form agrees that he/she is signing in his/her personal capacity, as well as, a director on behalf of the company.
- F. Veiled Women Pty Ltd. is not taken to enter into this agreement until it executes the same.



I. THE APPLICANT DETAILS:

The Application means the person completing this form; and in the case of a partnership, each partner and his/her, 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.

II. THE APPLICANT DETAILS:

The Application 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 _____

Name of authorized person: _____

Position of authorized person _____
(owner/manager):

Phone No.: _____ Fax No.: _____

Email.: _____ Mobile No.: _____

Names of two (2) contacts on the day: _____

Mobile No.: _____

Email.: _____

Describe items you will sell here: (all inclusive)

Category: Clothing ☐ Homewares ☐ Health & Beauty ☐ Food ☐ Other ☐



III. PRICE

1. Single Stall - **\$250.00**
Additional stall - **\$150** per stall

Food Truck and Outdoor Marquees – Prices upon request, may incur additional charges.

We require the entire payment by way of Online Transfer or Direct Deposit with stall name as reference.

2. **Payment** must be received by Veiled Women Pty Ltd. on or before 5:00pm on or before the **15th March 2018**, with a signed copy of this Application.
3. Please notify us of your specific requirements at the time of submitting this application only.

For direct deposit, please note our account details down and send us the deposit receipt with the name of your business for which you are making the transactions.

Name: Veiled Women Pty Ltd **Bank:** - BSB: 063 571 **Account No:** 1038 7244

IV. EQUIPMENT PROVIDED

1. Each General stall will be provided with:
 - (a) One (1) Table – Round/Rectangle – Depending on availability on the day
 - (b) Two (2) chairs;
 - (c) Access to Power – Extension cords not included
2. **All electrical equipment, including but not limited to leads, must be tagged and certified** as per current Victorian legislation.

V. SET UP TIMINGS/ PACK UP TIMINGS

1. Delivery time to set up the **stall** is strictly between **9am to 10:30am** and is **packed up after operation by 6.30pm** which should not exceed 8pm **on 24th March 2018.**
2. Officials from Hijab Fest ("**the Officials**") will assist the applicant in finding the site and ensure all connections are available. The Applicant must be equipped with a trolley or other means to carry its suppliers to their stall.
3. No motor vehicles will be permitted at the loading bay after 10am. All vehicles must use designated parking places.



VI. TERMS RELATING TO GENERAL STALL:

1. The Applicant may arrange for any display boards, tagged extension cords, and/or power leads.
2. Each stall holder will get 2 complimentary tickets for the event any additional stalls will get one extra.
3. The Applicant must comply with the rules and regulations of the Veiled Women Pty Ltd and The Northcote Town hall management, including but not limited to all written and verbal instructions that may be given by Veiled Women Pty Ltd, the Officials and the event managers.
4. 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.
5. 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. Veiled Women Pty Ltd will not be liable for any operations from the stall and/or for the quality of all products supplied from the stall.
6. 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.
7. The Applicant must be considerate and flexible with neighboring stallholders, and the Officials.
8. The Applicant must not act in any way that may affect the reputation of Veiled Women Pty Ltd, including but not limited to the Applicant's behavior, 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 Veiled Women Pty Ltd, the Applicant will be required to immediately cease such action, including leaving the premises and forfeiting the bond.
9. The Applicant must comply with the applicable legislation and rules relating to Occupational Health & Safety.
10. 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 Darebin City Council, rules and regulations of The Northcote Town hall Management.
11. The Applicant accepts that additional charges will be imposed by Veiled Women Pty Ltd and/or The Northcote Town hall 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.

VII. LIABILITY

The Applicant does not have under any circumstances any cause of action against or right to claim or recover from Veiled Women Pty Ltd, 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 Veiled Women Pty Ltd, the Officials and any volunteers or of any employee, contractor or agent of Veiled Women Pty Ltd. or of any person for whom Veiled Women Pty Ltd. has legal responsibility relating to the supply of or otherwise concerning the Variety stall, the site, or any part of the stall.

VIII. 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 Veiled Women Pty Ltd. 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 Veiled Women Pty Ltd shall not constitute default under this agreement or give rise to any claims for damages.

IX. INDEMNITY

1. The Applicant shall indemnify and keep indemnified Veiled Women Pty Ltd. and any of its subsidiaries, affiliates, director, officers, agents, employees, volunteers, authorized 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 Veiled Women Pty Ltd. or any of its suppliers, subcontractors, consultants or any other person acting on or purporting to be acting by Veiled Women Pty Ltd.'s direction or control or on behalf of Veiled Women Pty Ltd.
2. This indemnity shall specifically extend to and include an indemnity by the Applicant to Veiled Women Pty Ltd. 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.

X. GOVERNING LAW

This agreement shall be governed by the laws of Victoria State and the parties agree to submit to the jurisdiction of the Courts of that State.

XI. 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.

SIGNATURE

DATE

