

2019 GUILD O-DAY TERMS AND CONDITIONS

1. Booking & Payment Deadlines

Curtin Student Guild reserves the right to offer your stall space to other parties if payment is not received by the due date specified on the invoice.

2. Cancellation Policy

Curtin Student Guild will provide full refunds for any stall cancelled up to **14 business days prior to the event date**. Stalls cancelled less than 14 business days prior to the event date will not be refunded, and must be paid in full. Submission of the stallholder application form indicates acceptance of these terms.

3. Weather and Emergencies

Guild O-Day goes ahead rain or shine. The event will be cancelled only in cases of extreme weather (i.e. severe storms), or in response to a major security threat, emergency, or other unforeseen circumstance, as determined by the event organisers. The call to cancel the event may only be made by the Curtin Student Guild, and will be communicated to stallholders *in writing* (via email) by the event organisers. In the event that Guild O-Day is cancelled by the event organisers *prior to the event start time*, all stall fees will be refunded in full. If the event is cancelled *after the event has started but before it has finished*, partial refunds may apply, at the discretion of the event organisers.

4. Stall Restrictions

Additional conditions / restrictions may apply to particular stall categories or organisations, in accordance with the following guidelines:

- *Religious Groups or Churches* - The only groups/stalls of a religious nature permitted to attend Guild O Day are Guild registered student clubs and societies.
- *Political Groups or Parties* - the only groups of a political nature permitted to attend Guild O Day are Guild registered student clubs and societies.
- *Ethical Concerns* – Groups or organisations whose values significantly conflict with the values of the Curtin Student Guild and/or Curtin University, or whose objectives and/or practices are deemed not to be in the best interest of Curtin students, may be prohibited from attending the event.
- *Previous Misconduct* – Groups or organisations who have a known history of inappropriate conduct towards Guild or University staff and/or students will not be permitted to attend the event. Examples include, but are not limited to, verbal and/or physical abuse or harassment; rude or menacing behaviour; or prior disregard of policies, terms, and conditions.

5. Health and Safety

All stalls must comply with health and safety standards. Risk assessments must be provided if so deemed by Curtin Health and Safety. Please clearly disclose all intended activities, set-up/infrastructure, layout, equipment/items, and giveaways for your stall within your application form, to allow us to assess your application accurately.

6. Food & Beverage Giveaways

No food or beverages are to be *sold* at the event - giveaways only (unless prior arrangements have been made with, and approved by, the event organisers). Due to local council food service restrictions and OH&S regulations, stallholders are also not permitted to supply any food or beverage unless it is pre-packaged, commercially purchased/manufactured, non-perishable, and individually sealed. **All intended food or beverage to be distributed must be clearly outlined on the stallholder application form**, and the Curtin Student Guild reserves the right to prohibit the sale/production of food and/or beverages at the event. If you wish to discuss food giveaways or sales beyond the parameters outlined above, please contact events@guild.curtin.edu.au prior to applying for a stall. Stallholders are solely accountable for resulting consequences from distribution of food and beverages at the event.

7. Electrical Equipment & Access to Power

Stallholders must inform the Guild of any intention to use electrical equipment, and clearly specify what equipment they plan to use. All electrical equipment brought to the event must be pre-tested and tagged for safety by a certified electrician. If equipment does not comply with the safety standards set by the Curtin Student Guild, stallholders will not be permitted to

use that equipment. Power is an additional \$100 and is available only by request. Power is not available with trestle packages. Power is strictly limited, not included in any discounts, and subject to availability.

8. Stallholder Responsibilities

Stallholders agree to abide by all Curtin University and Curtin Student Guild bylaws, statutes, and codes of conduct.

9. Equipment

Curtin Student Guild is to provide use of tables only, and marquees if booked. It is the responsibility of the stall owner to arrange any other requirements needed for the stall (i.e. noticeboards, tagged extension cords, etc.), and to disclose all items within their application form. Any equipment provided to you by the Guild at the event should be given proper care at all times. Should equipment go missing or become damaged in any way, the responsible parties will be invoiced at full retail cost.

10. Bump In / Bump Out

Stallholders attempting to enter or exit the event outside the designated set-up and departure windows will be denied entry and no refund will be given.

11. Stall Placement

Stall locations are allocated at the sole discretion of the Curtin Student Guild, and specific locations cannot be selected by stallholders. Stall placement is made in consideration of numerous extensive logistical factors in respect to the event as a whole (including, but not limited to, access to power, access/egress routes, music/noise levels, type or tone of surrounding stalls, stall size and set up requirements, etc.).

12. Approvals

The Curtin Student Guild, as the event organiser, has the sole right to approve or deny stallholder applications. The Curtin Student Guild has the right to veto any stall and/or promotional activity that may not be in the spirit of the event, or conflicts with the provision of other services. Submission of this application does not constitute the Curtin Student Guild's acceptance of the application. Successful applications will be confirmed in writing by the Curtin Student Guild.

13. Liability

Stallholders must, at their own expense, effect and maintain for the duration of the event, a policy of Public Liability Insurance covering all loss, damage or injury to person or property (including death) caused by the stallholder or its employees or agents, and the amounts of all claims, damages, costs and expenses which may be paid, suffered or incurred by the Curtin Student Guild and Curtin University as aforesaid in respect to any loss, damage or injury (including death) in the minimum sum of ten million dollars (\$10 000 000). I acknowledge and agree that The Curtin Student Guild and Curtin University will not be held liable or responsible in any manner whatsoever for any loss of damage (including but not limited to personal injury, consequential loss or any other form of indirect loss of damage) that I may incur or sustain in connection with or arising out of my participating at this event, at Curtin University premises.