

2021 GUILD O-DAY TERMS & 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, Security and/or Public Health Implication

Guild O-Day goes ahead rain or shine. The event will be cancelled only in cases of extreme weather (i.e. severe storms), change to State Government advice regarding the COVID-19 pandemic, or in response to a major security threat. The Curtin Student Guild will act in accordance to advice provided by Curtin Health and Safety, Curtin Safer Communities Team, Curtin Emergency Management and the WA State Government. An event cancellation will only occur should there be deemed to be an inherent risk to the safety of staff, stallholders and patrons at the event.

- Should Guild O-Day be cancelled prior to the event day, all stallholders will be notified by the Curtin Student Guild via SMS and email to the contacts provided within the stall application form, and stall fees will be fully refunded within 28 business days.
- Should Guild O-Day be cancelled mid-event (that is, after the event has commenced) due to an immediate security, weather or public health threat, all stallholders will be notified via SMS and in person by event staff. Vendors must follow the evacuation instructions given by the event organiser immediately and without delay. A partial refund may be issued subject to specific circumstances, however at the sole discretion of the Curtin Student Guild as the event organiser. A partial refund is not guaranteed.

4. Attendance

It is anticipated that attendance at Guild O-Day will be reduced by approximately 40% compared to the regular expected attendance of approximately 10,000 students at this event. Curtin Student Guild provides no guarantee for minimum attendance numbers at the event. Attendance may be influenced by a range of factors, particularly the ongoing impacts of the COVID-19 pandemic to on-campus activity and attendance. Stall fees have been reduced to reflect the anticipated reduction in attendance at the event, however lower-than-predicted turnout will not result in any further refund or reduction in stallholder fees.

5. Stall Restrictions

Additional conditions / restrictions apply to particular stall categories and/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.

6. 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.

7. COVID-19

It is the stallholder's responsibility to stay home and not attend the event if feeling unwell, to ensure sanitiser is used upon entry to the event, and to keep hands and stall surfaces/equipment clean and sanitised throughout the day. All attendees, including staff and stallholders, are required to observe 1.5m physical distancing wherever possible. Any suspected or confirmed cases of COVID-19 must immediately be reported to the event organiser and Curtin Safer Community Team on 9266 4444.

8. 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 must follow advice provided by the event organiser on how food and beverage items should be safely distributed. Stallholders are solely accountable for resulting consequences from distribution of food and beverages at the event.

9. 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.

10. Stallholder Responsibilities

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

11. 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, chairs, 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.

12. 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.

13. 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.).

14. 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, conflicts with the provision of other services, or for any other reason. There are a limited total number of stalls available at the event. In the case of maximum stall capacity being exceeded, the event organiser will select successful stalls in order of preference and overall value to students and the event as a whole. No preference or priority is given to stalls who apply early, all stalls are assessed equally provided their application has been submitted prior to the application deadline. 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.

15. Liability

Stallholders must, at their own expense, erect 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.