

# Terms and Conditions for Market Stall Holders, Workshop Presenters, Practitioners and Performers – Outback Spiritual Festival 19, 20 & 21 September 2025.

## DEFINITIONS

The following definitions apply in the interpretation of these Terms and Conditions:

“Festival” means the Outback Spiritual Festival.

“OSF” means Outback Spiritual Festival, its staff and delegated officers and its event the Outback Spiritual Festival.

“Event Organiser” means Outback Spiritual Festival ABN 58 279 302 536

“Exhibitor” means Retail Market Site Holders, Practitioners, Workshop Presenters and Performers and their employees, subcontractors and agents engaged to conduct the staff, present workshops for and on behalf of the Exhibitor.

In consideration of the successful application by the Exhibitor to exhibit at the Festival as a result of the successful acceptance of the expression of interest made by the Exhibitor to the event organiser, set out below are the terms and conditions for Exhibitors at the Festival.

It is a fundamental term and condition of the Exhibitor's entry to the Festival grounds and from prior to the Festival during the set-up phase, during the Festival and in the removal of the stalls post the Festival that all of these terms and conditions be abided by the Exhibitor. It is a further fundamental term of the Exhibitor's entry into the Festival on the terms and conditions set out below that these terms and conditions bind not only the Exhibitor but also their employees and agents engaged to conduct the stall, practice their modalities, perform and present workshops for and on behalf of the Exhibitor.

## Liability and Indemnity

The Exhibitor hereby indemnifies and keeps indemnified Outback Spiritual Festival, its employees and agents against any liability, action, claim, demand, costs, charges or expenses, arising as a result of any act, omission, negligence or thing done or omitted to be done by the Event Organiser or any servant, representative, agent, invitee or licensee of the Event Organiser or any other person or persons under their direction.

The Exhibitor warrant to us that you have obtained all necessary licences and permissions from all parties required for you to conduct your exhibit at the Festival and that in carrying out your exhibit you are not infringing any rights of any third party by conducting the exhibit at the Festival. The Exhibitor indemnifies the Event Organiser in respect of any claims, damage, loss, liabilities, costs, charges or expenses that are suffered or incurred by us as a result (whether directly or indirectly) of your failure to obtain any and all such necessary licences or permissions, Insurances or to pay any relevant fees in relation to the same.

## Health and Safety

### COVID-19

The Exhibitor shall ensure that it complies with all NSW State and Federal Government laws, regulations, directions, requirements, crowd restrictions and health practices in relation to COVID-19; it manage its staff and volunteers, clients/patients and workshops attendees to comply with any applicable COVID-19 isolation requirements as directed by the relevant health authorities and/or the reasonable direction of the Event Organiser.

## **Vehicles**

Vehicles of the Exhibitor will be allowed on the Racecourse grounds from 12PM Thursday 18th September to 9AM Friday September 19 to unload any necessary items. No vehicles will otherwise be allowed on the Racecourse grounds during the Festival – with an exception for exhibitors operating from their vehicles and where exhibitors are camping close to their site – Vehicles will be allowed on site 1 hour BEFORE and 30 mins AFTER Festival operating hours.

During the times that vehicles of the Exhibitor are allowed onsite please ensure that:

- ♣ Vehicles give way to pedestrians
- ♣ Travel onsite is no faster than 10KM/H
- ♣ Be considerate of others when parking/unloading

During Festival hours ensure that:

- ♣ Vehicles are parked in designated parking areas (parking details will be provided prior to the event).
- ♣ No vehicles enter the Racecourse (other than designated parking areas) for any reason (except where written permission is sought from the Event Organiser)

The Event Organiser has no responsibility whatsoever to safeguard the vehicles of the Exhibitor at any time whatsoever. It is a fundamental term and condition of the entry of any vehicles of Exhibitors and their agents or employees that those vehicles be registered and insured. The Event Organiser reserves the right to seek to inspect proof of registration and insurance of any vehicles on the Racecourse grounds.

## **Electricity requirements and fees**

Exhibitors requiring access to electricity for their exhibit must nominate this on their Expression of Interest/Application Form so that adequate provisions can be made for all Festival electrical requirements. Electrical fees shall be determined by the Event Organiser and are detailed in the Festival form. Fees are non-negotiable. The Exhibit warrants that all electrical appliances and equipment shall be in safe working order and have current test tags fitted. Any untested or faulty equipment will not be allowed to be plugged in on the OSF site. All Exhibitors undertake to indemnify the Event Organiser and the owner of the Racecourse in respect of any and all damage and/or loss whatsoever caused in any way of any faulty electrical appliances and equipment brought onto the site by Exhibitors (indemnity).

## **Marquees and tents**

All tents/marquees brought on-site by Exhibitors must be of a good standard.

If for any reason your exhibit (3m x 3m) is set up outside you will be required to weigh your marquee/tent down with suitably weighted objects (sandbags or weights) each leg to prevent potential wind interference.

## **Goods and services sold**

Exhibitors must only sell those items that have been listed in their application so that chances of selling 'double up' items is controlled. Certain Exhibitors may have exclusive rights and restrictions must apply. The Event Organiser reserves all rights and an absolute discretion to determine Exhibitors allowed to exhibit for the purposes of the Festival and shall use its reasonable endeavours to ensure there is a reasonable mix of Exhibitors providing different and diverse products and/or experiences. Please contact the Event Organiser if you wish to alter or amend your proposed menu of goods/services.

### **Public liability insurance**

All Exhibitors must hold \$20 million Public Liability Insurance as a precondition of entry into that Festival. A copy of your Public Liability Policy must be forwarded to the Event Organiser prior to 12th September 25.

It is the responsibility of the Exhibitor to possess adequate property damage insurance for their own property used at the Festival. It is a precondition of acceptance into the Festival that Exhibitors provide to the Event Organisers upon request any and all current policies of insurance as required in the absolute discretion of the Event Organiser.

### **Communication**

The Event Organiser will communicate with Exhibitors via email in most instances or via mobile phone to the email address or mobile phone number nominated by the Exhibitor on their application form. It is important that you respond to any communications promptly. If the Event Organiser is unable to make contact with you for an extended period of time, your site may be forfeited. Please nominate your preferred communication method and all reasonable efforts will be made to accommodate this.

### **Fee schedule**

Exhibitor fees are determined by the Event Organiser and are detailed in the Festival Flyer. Fees are non-negotiable.

### **Attendance**

The Event Organiser makes no guarantees or representatives as to the crowds that will be in attendance at the Festival or to the profits or losses you may make at the event. The Festival is an all-weather event. The Festival will continue in rain, hail or shine unless the conditions are deemed unsafe to continue. No refunds will be made if you choose not to attend due to inclement weather.

### **Fees**

Exhibitor fees are payable 30 days before the event. Where contract is submitted within 7 days of the Festival, fees are payable immediately. No Exhibitor will be allowed to enter and/or the Festival grounds trade unless fees are paid.

### **Exhibitor fees are as follows:**

- ♣ Market Stall/Practitioner Exhibitor site fee \$300/360 – this is inclusive of site rental fee (3m x 3m) (19<sup>th</sup>, 20<sup>th</sup> & 21<sup>st</sup> September 25) This fee covers your suite for the site for the 3 days and 3 x 3 day pass wrist bands. Additional friends/relatives are eligible for a discount. Children under 16 years are free.
- ♣ The Event Organiser reserves the right to reduce the Exhibitor Fee at any time, for any reason they see fit, for any exhibitor.
- ♣ Workshop presenters whom are or are not holding a Market Stall or Practitioner Site are required to pay a fee of \$50 per workshop.
- ♣ Workshop Presenters who have paid the \$50 fee for their Workshop time – this is inclusive of site and set up and admission to the entirety of the Festival. This fee is admission for TWO people only. Additional people attending to assist with exhibit will be required to purchase entry ticket at discounted Early Bird Rates.
- ♣ Persons wishing to charge for their workshops or performances are welcome to do so independently from the Event Organiser. A table will be available to take money and issue tickets for your

### **Cancellation**

Cancellations must be notified in writing 14 days prior to the event, or the full fee will be surrendered to the Event Organiser.

## **Termination**

If this agreement is breached the Event Organiser reserves the right to terminate this agreement and take possession of the exhibit site. The Event Organiser reserves the right to expel any Exhibitor or their staff at any time. Without notice to the Exhibitor

## **Conduct**

Exhibitors and their staff must behave in a professional and courteous manner at all times. Bringing Alcohol on site is a serious breach of OSF and Racecourse Broken Hill Liquor Licence conditions and will result in the Exhibitor being removed from the Festival with no refund of site fees.

Exhibitors must take direction from the Event Organiser and Racecourse staff at all times. Any serious failure to comply with the directions from the Event Organiser and/or security staff shall result in the Exhibitor being removed from the Festival. The Event Organiser reserves absolutely any and all rights to determine in consultation with security staff whether or not Exhibitors are to be removed by the site and by accepting these terms and conditions the Exhibitor acknowledges and agrees that any decision made by the Event Organiser and/or the security staff in this regard is final and absolute and that they will have no ability to make any complaints for either their refusal of entry and/or their removal from the Festival. Rude and offensive behaviour will not be tolerated and any Exhibitors that conduct themselves inappropriately will be refused entry to the site and will forfeit their fees (or will be removed from the Festival if Festival has commenced).

It is essential that no exhibitor use the Festival to push or pursue their own personal, or any political agendas. The Event Organiser reserves the right to ask exhibitors to leave the Festival if it is deemed by the Event Organiser such agendas are being pursued.

This event is an ALL-AGES event and any exhibitor content must be considerate of this.

## **Subletting**

Exhibitors shall not be entitled to assign, share or sublet all or part of their site without prior written consent from the Event Organiser.

## **Use of Aboriginal and Torres Strait Islander Traditional Knowledge**

If your exhibit involves the use of Aboriginal or Torres Strait Islander traditional knowledge or intellectual property, you must:

- (a) to the extent required by applicable laws, seek free, prior and informed consent and/or involvement from the relevant traditional owners (i.e., consent given voluntarily and without coercion, intimidation or manipulation);
- (b) respect Aboriginal and Torres Strait Islander Peoples' ownership of their traditional knowledge and the cultural protocols associated with it;
- (c) endeavour to hire and remunerate Aboriginal providers to share traditional knowledge firsthand where applicable; and
- (d) attribute any known owners of the traditional knowledge or intellectual property wherever it is used.

In the event that you do intend to use Aboriginal or Torrens Strait Islander knowledge or intellectual property then you must disclose this at the time of submitting your initial application to the exhibit at the Festival so that the Event Organiser can endeavour to make all reasonable enquiries to satisfy itself that in allowing the Exhibitor to exhibit it does not offend any rights of the traditional owners in respect of any of the aspects referred to in subparagraphs (a) to (d) above.

## **Accreditation -Exhibitor Staff Access**

Access passes shall be distributed to Exhibitors upon arrival at the venue and prior to the Festival commencing, where possible as requested (where this is not possible, access passes will be available at the gate from 8AM on 19th September 25. Access passes must be worn at all times within the Festival site and must not be removed until the conclusion of the Festival (or relevant

day). OSF reserves the right to refuse admission to any person without assigning any reason for the decision.

### **Security**

Security guards are on site throughout the night of the 19<sup>th</sup> and 20<sup>th</sup> of September. All effort is made to secure the Festival site, but no responsibility will be taken for loss or damage to any person or goods whether or not that loss, damage or injury arises from the negligence of staff or contractors employed by the Outback Spiritual Festival.

Exhibitors may remove stock/equipment each night and it is recommended that you remove any valuables overnight.

### **Site Restrictions**

- No pets or livestock will be permitted on the Festival site, except in accordance with legislation or with permission of the Event Organiser.
- Use of amplified music by Exhibitors is prohibited.
- Sleeping/camping on site is not permitted unless you have Racecourse permission.
- Exhibitors and their staff must not bring any prohibited items into the site: No alcohol or illicit drugs, glass, umbrellas, shade tents, fire/fireworks, video cameras or professional cameras.
- Exhibitors may only smoke in Designated Outdoor Smoking Areas. No food or drink is to be consumed in these areas.

### **Risk Management**

Marquees, stands, fittings, tools and all goods or other articles brought onto the Festival area by the Exhibitor, or their contractors will be at the sole risk of the Exhibitor. Event Organiser will not be responsible for any loss or damage in any circumstances whatsoever.

Event Organiser is not responsible for any loss caused by failure of electricity and other essential services, or for loss or damage arising directly or indirectly through war, acts of God, acts of terrorism, strikes, lockouts, riots, disturbances or commotions or other causes beyond the control of council within or outside the Festival area.

Event Organiser will not be liable to any Exhibitor for the acts or conduct of any Contractor, any other Exhibitor or their servants and agents or any member of the public.

### **Set Up/Pack down Times**

All Exhibitors will be able to start set up from 12PM Thursday 18<sup>th</sup> September and pack down after 4PM Sunday 21<sup>st</sup> September 25. Exhibitors must not pack up prior to the conclusion of the Festival. Those who pack down stalls or remove equipment prior (except valuables for overnight safe keeping) to the conclusion of the Festival will not be eligible to exhibit at future events.

### **Intellectual Property**

All exhibitors shall retain their intellectual property rights, except where permission has been expressly given to the Event Organiser to use specific content for advertising and marketing purposes. That permission extends to future use and future Festivals. The Festival form nominates where, when and what content has been made available to the Event Organiser. Publicly available content may be used by the Event Organiser for publicity and marketing purposes also.

Any content made at the Festival will be the joint property of the Event Organiser and the Exhibitor/creator, including but not limited to photos, audio recording, video recordings and paintings. Content created at the Festival will be made available to the Event Organiser for publicity and marketing purposes, now and in the future.

If you are accepted as an Exhibitor for the Festival, you acknowledge and consent to the Event Organiser in its absolute discretion to publish any and all it considers appropriate for publicity and

marketing purposes and that you as an Exhibitor do not have any ability to limit and/or compromise the content of such publication.