



**COPPER COAST  
CORNISH FESTIVAL**  
Kadina • Moonta • Wallaroo

**CAVALCADE FUN FAIR  
Sunday 19<sup>th</sup> May 2019**

**SITE APPLICATION FORM**

Name: .....

Postal Address:.....

Email: .....Mobile:.....

DESCRIPTION	\$ TOTAL				
<b>Describe Products being sold including size of van if over 6x3 metres</b>					
<b>Site Fee:</b>					
3m x 3m	\$55	x		=	
6m x 3m	\$100	x		=	
Large or food vans	\$150	x		=	
<b>1 OR 2 Power outlets (15amp)</b>	\$27	x		=	
<b>Gazebo</b>	\$25	x		=	
<b>Trestle Table</b> (1.8 m long)	\$8	x		=	
<b>TOTAL \$</b>					
Full payment into Kernewek account			Date / /		
Copy of Insurance supplied and date of expiry			Date / /		
Agree to Site Conditions and Safety requirements					YES/NO
Signature of Applicant and Date / / .....					

## **For an application to be accepted for consideration**

- The application form must be completed in full
- Payment made into the following bank account:
  - Kernewek Lowender Inc
  - BSB: 015 590
  - Account: 4632 662 35
  - Please use your name as reference
- A full refund will be made based on the following
  - Application unsuccessful
  - Choose to withdraw for any reason prior to 28<sup>th</sup> February 2019
  - Refunds after this date will be at discretion of event organisers.
- Insurance information provided and an undertaking to ensure a current Certificate of Insurance is provided prior to the event.
- Agreement to conditions and form signed, dated and returned via post or email

Email: [kernewek@coppercoast.sa.gov.au](mailto:kernewek@coppercoast.sa.gov.au)

Postal: Kernewek Lowender Inc.,  
50 Mines Road,  
Kadina SA 5554

Telephone: office: (08) 8821 4500  
Mobile 0400 352 659

**TERMS AND CONDITIONS FOR THE GRANT AND USE OF  
STALLS AT THE CAVALCADE FUN FAIR**

**GENERAL TERMS**

1. The KERNEWEK LOWENDER INC., operates the CAVALCADE FUN FAIR ('the Market') located in Kadina Football Oval, 1 Doswell Terrace, Kadina .
2. These Terms and Conditions apply to all persons operating stall sites at the Market.
3. For the purposes of these terms and conditions, "person" includes any person who applies for a stall ('Applicant') and any person who occupies that stall for the purpose of selling any goods regardless of whether they are the Applicant or not. A person includes a corporation.
4. These Terms and Conditions may be amended from time to time at the sole discretion of Kernewek Lowender Inc., including by the addition, deletion or variation of terms and conditions.
5. Where Kernewek Lowender Inc., amends the Terms and Conditions it will post them on its website within a reasonable time. Kernewek Lowender Inc., will also have copies of the new Terms and Conditions available at the Information Booth stall located at the market. Applicants will be deemed to have agreed to the amendments by continuing to maintain a stall at the Market.
6. Kernewek Lowender Inc., reserves the right to publish photographic images of Applicant stallholders and/or their stall sites taken at the Market for use in their promotional material.

**COMPLIANCE AND CONSEQUENCES OF BREACH**

7. The Market is operated by Kernewek Lowender Inc., under Licence from the District Council of the Copper Coast ('Council').
8. Applicants must comply with all relevant laws and any requirement of any authority including Council in connection with the Market and the use of the stall sites.
9. Applicants must comply with all directions given by persons representing Kernewek Lowender Inc.
10. Any breach of the Terms and Conditions by an Applicant may, at the absolute discretion of Kernewek Lowender Inc., result in the booking and/or allocation of a stall site being withdrawn and/or further bookings of stall sites not being accepted.

**NO ENTITLEMENT TO A STALL AND KERNEWEK LOWENDER INC., RIGHT TO DETERMINE DISPUTES**

11. An Applicant has no right to a stall and the allocation of a stall is at the sole discretion of Kernewek Lowender Inc., which is not obliged to provide any reasons for its decision(s).
12. Where an Applicant is granted a site for a stall, the Applicant's allocation of a stall and its ongoing use is subject to the Applicant agreeing to and continuing to comply with the Terms and Conditions.
13. Where Kernewek Lowender Inc., considers a booking or allocation to be detrimental to the Market or the Car Park or to other stallholders, or if vehicles are parked in booked stall site(s), Kernewek Lowender Inc., expressly reserves the right to:

- a. cancel any booking of a stall site; and/or
  - b. reallocate a stall site irrespective of booking status; or
  - c. Cancel any booking in circumstances where a stallholder has submitted false or misleading information.
14. Kernewek Lowender Inc., reserves the right to determine any dispute between Applicants in so far as any such dispute is in connection with the Market or the use and occupation of stall sites and/or Car Park.

#### **PRECONDITIONS TO OPERATING A STALL**

15. Applicants must ensure that their activities (both actions and omissions) do not endanger the safety or security of any persons at the Market.
16. Applicants must report to persons representing Kernewek Lowender Inc., any incident or accident to any person or property that involves a risk to health and safety, injury, loss or could otherwise be expected to give rise to a claim.

#### **PAYMENT OF THE FEE AND INSURANCE**

Application for and the payment of fees for market sites will be made via Official Cavalcade Fun Fair Application Form.

Kernewek Lowender Inc., has the responsibility to ensure that all stallholders carry the appropriate public liability insurance. We require that copies of insurance certificates be lodged with us by email or post prior to attending. Traders found to be operating without current indemnity will be required to cease trading for that day.

Public liability insurance is not included in the stall fee.

#### **TRADING HOURS AND WEATHER CONDITIONS**

17. The Market trading hours are 9.00am –4.00 pm. Stall sites may be occupied from afternoon before 4pm – 6pm or 7am – 9am for set up.
18. Stall sites not occupied by 9.00am may be forfeited without refund.
19. The Applicant must pack up its stall site so that the Market area is returned to a public park by 4.30pm
20. Kernewek Lowender Inc., will operate the Market in a variety of adverse weather conditions and representatives of Kernewek Lowender Inc., will remain in attendance irrespective of adverse conditions.
21. Applicants are advised to bring their own protection against the elements. There will be no refunds.

#### **STALL SITES**

22. Applicants may only operate within their allocated stall site. The stall space is defined by the marking of front extremities and extending back by 3 metres.
23. Applicants have no right to sublet or resell to any other person a booked stall without the consent in writing of Kernewek Lowender Inc.
24. Applicants must keep their stall sites clean and orderly and the surrounding areas free from rubbish and litter at all times. All rubbish and unsold goods must be removed from the Market and/or Car Park promptly and at least by 5pm

25. All stall equipment including racks, tables, signage etc. must be contained within the stall site boundaries. Public access ways must be clear at all times.
26. Marquees, covers and all stall equipment must be erected securely and weighted or secured at all times.
27. All equipment must be in good repair and be operated in a safe manner.
28. No power generating equipment is allowed, unless prior approval has been granted by the Market Manager.

### **STANDARDS OF CONDUCT**

29. Applicants must behave with courtesy and respect towards members of the public, other stallholders, persons representing Kernewek Lowender Inc., and volunteers. Offensive behaviour will not be tolerated.
30. Applicants must not consume alcohol or drugs at the Market and must not attend their stall if they are in any way impaired by alcohol or drugs.
31. Loud product promotion by Applicants is not permitted.
32. Animals are not permitted in the Market unless on a leash.
33. Applicants are expected to clean up their waste when they leave the stall site and not to dump or otherwise dispose of their waste or unsold goods in the waste bins provided at the Market. There are limited rubbish bins in the park, these are for public use only.
34. Kernewek Lowender Inc., reserves the right to refuse admission to the Market to any person without giving any reason and to eject or cause to be ejected any person and/or his/her goods and chattels without giving any reason. This decision shall be final and binding.
35. Applicants suspected of committing a criminal offence will be reported to the police.
36. Firearms are NOT permitted in the Market.

### **CATEGORIES OF GOODS PERMITTED FOR AND PROHIBITED FROM SALE**

42. Kernewek Lowender Inc., has sole and absolute discretion to decide which products are permitted to be sold within the Market and is not obliged to provide any reasons for its decision(s).
43. Applicants are only permitted to sell second-hand goods or handcrafted goods made by the Applicant, except for food, produce and cottage industry stalls.
44. Applicants are not permitted to sell:
  - Factory seconds (unless appropriately labelled), samples (including apparel), animals, poisonous products, prescription medication, make-up products (unless they are made from predominately natural ingredients), illegal goods, pornography, firearms, ammunition, explosives, weapons including knives, dangerous goods, counterfeit or copied goods, cut flowers.
  - (a) Goods which may be considered, in Kernewek Lowender Inc., sole and absolute discretion, to be offensive to the general public. The determination of whether goods may be considered to be offensive to the general public is final and binding. No reasons for Kernewek Lowender Inc., determination will be provided and no discussion will be entered into.
  - (b) Raffle tickets may be sold only from a stall site booked for that purpose.

## **GUIDANCE ON SECOND-HAND GOODS, LEGAL OBLIGATIONS AND STANDARDS**

45. By applying for a stall, the Applicant accepts responsibility for all of its legal obligations under any Acts, Regulations, By-Laws, Codes, Guidance and Standards or other sources of legal duties and any other legal requirements relevant to the sale of its goods including the law of negligence. The Applicant understands and accepts that it is strictly liable for the legal obligations and that lack of knowledge is not an acceptable excuse or defence.

### **Electrical equipment**

46. Applicants selling new or second-hand electrical equipment (which includes equipment such as USB chargers, travel adaptors and power supplies/transformers) must comply with the obligations as detailed by The Office of the Technical Regulator South Australia.

## **MOVEMENT AND PARKING OF VEHICLES IN THE MARKET AREA**

47. Applicants are not permitted to move vehicles within the Market after 8.30AM or to remove vehicles from the Market area until 4.00pm unless directed to do so by Market management.
48. When vehicles are moved during permitted hours, movement within the Market must be made with great care, but in particular by Applicants driving vans or vehicles with limited visibility of their surrounds or those with trailers impacting on their manoeuvrability.
49. No persons shall ride in a vehicle or on a trailer other than in an Australian Standards compliant seat with a safety belt secured.
50. Pedestrians ALWAYS have right of way.
51. Kernewek Lowender Inc., is not in a position to and does not provide traffic control. Kernewek Lowender Inc., or Volunteers may attempt to assist with traffic congestion at exits or other areas, however Kernewek Lowender Inc., or Volunteers are not trained in traffic management and at all times drivers of vehicles carry full responsibility for safety.
52. Drivers should drive at a walking pace, not to exceed 5kph, within the Market area.
53. The driver is totally responsible for the parking and movement of the vehicle and/or any trailers. Reliance on any third party for direction, signalling or guidance does not diminish the driver's responsibility.
54. Applicants may not part vehicles in the park without prior arrangement.
55. Applicants must not park vehicles:
- a in other vacant stall sites or in any other area within the Market;
  - b Overnight in the Car Park/Market area. This is not permitted by the District Council of the Copper Coast;
  - c In contravention of parking restrictions within the locality of the Market. There are no parking exemptions for Stall Holders.

### **KERNEWEK LOWENDER INC., IS NOT AN AGENT**

56. Kernewek Lowender Inc., is not an agent for any Applicant and accepts no responsibility for any transaction entered into by or on behalf of an Applicant.

## **RELEASE AND INDEMNITIES**

57. The Applicant uses and occupies the Market and/or Car Park and/or the stall site allocated to him or her at his or her own risk and releases Kernewek Lowender Inc., from all claims, causes of action, complaints, liability, demands, costs or expenses that any person might have in connection with or arising in any way from the use and/or occupation of the Market and/or Car Park and/or stall site by the Applicant or people acting for or on behalf of the Applicant.
  
58. The Applicant indemnifies and holds harmless Kernewek Lowender Inc., including Market management, staff and volunteers, against all claims, causes of action, complaints, liability, demands, costs or expenses that any person might have in connection with or arising in any way from the use and/or occupation of the Market/and or Car Park and/or stall site by the Applicant or people acting for or on behalf of the Applicant.
  
59. The Applicant indemnifies Kernewek Lowender Inc., for any action against it for stolen or illegal goods sold by the Applicant.

