



## TERMS AND CONDITIONS

**Hirers are required to strictly abide by the following Terms and Conditions of Hiring.**

**Bond Required: Bond which is payable by the hirer at the time of applying.** This Bond Money will be refunded in full within 30 days of the conclusion of the event only when the hired area is left neat and tidy and without any damages to the hired area and booth walls.

**Insurance Indemnity Clause:** In the event of any mishap/ occurrence (including event cancellation/deferment/modification of event times/facilities provided due to Covid related factors)/or any other action at the venue, as a result of which the hirer incurs financial loss and that mishap/occurrence/action is outside the control of IAASA, then IAASA's liability to the hirer (if any) shall be limited to the Application fee paid by the hirer to IAASA, at the time of hiring. In the event of a claim, IAASA, City of Adelaide Council insurances will not cover Stall Holder activities nor its products.

**IAASA's General Liability Restriction:** In the event of any mishap/occurrence/action at the venue, as a result of which the hirer incurs financial loss and that mishap/occurrence/action is outside the control of IAASA, then IAASA's liability to the hirer (if any) shall be limited to the amount (Hiring Fee + Bond) paid by the hirer to IAASA, at the time of hiring.

**Regulatory requirements:** All Exhibition Stall/Space hirers MUST strictly comply with the requirements from regulatory authorities like SAFE WORK SA and Guidelines provided by the City of Adelaide Council and/or their representatives. All Exhibition Stall/Space Hirers are required to comply with the requirements of both the work health and safety and dangerous substances (DS) legislation available on the SafeWork SA Website.

Hiring parties to use non-permanent/non-staining adhesives to marquee and remove all traces immediately after the event.

Hiring parties need to make sure that they clean and remove the wastes/ any spills from their respective area before vacating the hired area. Any waste or spills found after moving will be charged according to cleaning and waste disposal charges.

IAASA reserves the right to reject any application for hiring without assigning any reason.

Allocation and Location of individual Exhibition Stall/Space is entirely at the discretion of IAASA.

**Allocation of individual Exhibition Stall/Space will be confirmed by IAASA only after receipt of the full amount of the hiring charges including bond money.**

IAASA does not guarantee any business to the hiring party, the hiring party is hiring entirely at their own discretion and risk.

**Bump-In/Bump-Out:** Please contact Mela Chairperson (details below) for dates and times. Please note that overnight security is limited and so Hirers take their own risk of theft/damage if any valuables are left in the marquee overnight.

**Exhibition Stall/Space Hirers are not permitted to sell/supply/give-away any food or drinks product unless specifically requested and approved by Mela Committee before commencement of the Event.**

**Disclaimer:** IAASA does not guarantee any business to the hiring party, the hiring party is hiring the Stall Marquee/Space entirely at their own discretion and risk.

COVID-19 SAFETY ACKNOWLEDGEMENT -- LIABILITY WAIVER AND RELEASE OF CLAIMS COVID-19 SAFETY INFORMATION: While participating in events held by the Indian Australian Association of South Australia Inc. (IAASA) "social distancing" must be practiced. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, IAASA has put in place preventative measures to reduce the spread of COVID-19. However, IAASA cannot guarantee that its contractors, participants, volunteers, partners, or others in attendance will not become infected with COVID-19. In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in IAASA events and/or other face to face fundraising activities.

By attending/participating in an IAASA event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR: Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact IAASA at [secretary@iaasa.com.au](mailto:secretary@iaasa.com.au) if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with IAASA.

LIABILITY WAIVER AND RELEASE OF CLAIMS: I acknowledge that I derive personal satisfaction and/or a benefit by virtue of my participation and/or voluntarism with IAASA, and I willingly engage in IAASA events and/or other fundraising activities (the "Activity").

RELEASE AND WAIVER. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST IAASA AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES,

NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY. ASSUMPTION OF THE RISK.

I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE TO THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY. As a participant, volunteer, or attendee, I recognize that your participation, involvement and/or attendance at any IAASA event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) IAASA, (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**Exhibition Stalls - What we will provide:**

- Premium location within Victoria Square most likely on concrete concourse (see pic). Location/positioning at discretion of IAASA Mela Committee Member.
- 1 x side-walled (both sides and back) covered marque stall
- 1 trestle table and 2 chairs in each Regular booth. 2 trestle tables and 4 chairs in each Large booth. Additional Furniture will entail an additional cost.
- Modest internal lighting for evening purposes
- Electricity supplied only upon request and at additional cost (at cost) upon application at least 14 days prior to the event

**Exhibition Space - What we will provide:**

- 3 x 3m Space in designated area by IAASA Mela Committee member. Exhibitors are required to supply and set up their own marque/umbrella, tables, chairs, lighting, etc – no electricity can be provided to these areas. Location of area may be in a non-premium location. You will not be able to exceed the marked area without incurring extra costs. Pegs into grass area may not be allowed due to underground irrigation system. Security may not be available in these areas if marque/belongings are left overnight.

All Exhibitors will be notified of their exact location on the Friday Bump-In time of the Event.

**Please complete the following section:**

Size (*please circle*)      Regular / Large / Space

Total Paid:                      \$800/\$1,200/\$500

***Any Additional Requirement must be attached or emailed with this form before Friday 27 January 2023.***

**I/We have read, understood and accept the above terms and conditions for hiring an Exhibition Stall/Space at the Indian Mela 2023.**

Signature of Hirer (or Hirer’s Representative) .....

Name of the Signatory above (please print) .....

Date.....

**Hirer’s Bank Details for Bond Refund**

A/C Name: \_\_\_\_\_ Bank Name: \_\_\_\_\_

BSB: \_\_\_\_\_ A/c No.: \_\_\_\_\_

Please email the following documents to [mela@iaasa.com.au](mailto:mela@iaasa.com.au) by Friday 27 January 2023 to secure your booking:

- Completed, Signed and Dated Copy of the Hire Agreement;
- Proof of Payment of Hire eg. bank remittance slip (part payment not accepted)

If you require any further clarification or if you have any questions, please ring IAASA Mel a Chairperson, Amarjit Grewal, on 0431 814 625 (Email [mela@iaasa.com.au](mailto:mela@iaasa.com.au)).

### Bank Account Details:

Indian Australian Association of South Australia Inc.

BSB: 105 056

A/C No.: 2564 50140

*Proposed exhibition location (subject to change)*

