

HERITAGE



CRAFT FAIR

Heritage Craft Fair Pty Ltd A.B.N. 97 088 417 878 A.C.N. 088 417 878

Tel:02 8065 2009 , Fax 02 8001 6216 , GPO 762 Chatswood , 2057 , NSW

Name:

Business Name:

Address:

Phone: Mobile:

Fax: Email:

Website:

Vehicle Rego:

Where did you hear of the Fair?

Will you be promoting courses/workshops at the Fair?

What part of the craft process can you demonstrate at the Fair?

Detailed Description of Items for Sale

Please sign the following statement if you accept these conditions:

I understand that my booking will be terminated immediately, if I attempt to sell any products which are mass produced, second hand or imported.

I understand that I must set up and trade in adverse weather conditions, for any booking made, or I will lose my stall fees and the opportunity of continuing as a Stallholder. (Please sign here).....

Copy of Certificate of Currency attached (min \$10Million Public Liability Insurance) If No	Yes/No
Do you require On the day insurance (Under Heritage Craft Fair Policy) \$ 12.00	
Outside Stall \$70.00,	\$
Indoor Pavilion Stall \$100.00	
Food eat at the fair Stall \$85.00	
Fresh foods and Growers markets stalls \$70.00	

(Christmas Fairs – Nov & Dec fairs – except pavilion stalls - attract an additional \$10.00 ea)

Trestle Tables @ \$11.00 each (NB: A refundable deposit of \$10 is payable on Fair Morning). \$

Total \$

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Deed made the _____ day of _____ 2009
BETWEEN: Gary Israelsohn representative manager of Heritage Craft Fair Pty Ltd trading as Heritage Craft Fair ("Heritage") of the one Part

AND: _____
the ("Stallholder") of the other part.

WHEREAS:

- A: Heritage intends to conduct at The St. Ives Showground Mona Vale Road St. Ives on one Sunday per month and two Saturday evenings per year a quality craft fair.
- B: Heritage has entered into an agreement with Ku-Ring-Gai Municipal Council in its capacity as the Trustee of The St. Ives Showground Reserve Trust whereby Heritage is allowed to conduct in St. Ives Showground ("the Showground") a quality craft fair on one Sunday each calendar month, and two Saturday Evenings per year ("the Fairs").
- C: The Stallholder wishes to be allowed to erect a stall or other construction ("the Stall") for the purpose of exhibiting certain wares and merchandise at each of the Fairs.
- D: Heritage has agreed to allow the Stallholder to erect its stall and to exhibit its wares and merchandise at the Fairs on the terms and conditions contained in this deed.

NOW THIS DEED WITNESSES

1. In consideration of Heritage consenting to allow the Stallholder to erect the Stall and to exhibit its wares and merchandise, the Stallholder agrees to keep indemnified Heritage against all actions, claims, demands, losses, damages, costs including legal costs and expenses which Heritage shall or may be or become liable in respect of or arising from:
- a) loss, damage or injury from any cause whatsoever from the erection and/or the dismantling of the Stall, such erection and dismantling including, without limiting the generality of the foregoing, the entering, travelling through and exiting from the Showground's and the placing upon or storage thereof of material, goods and equipment necessary for the erection and dismantling of the Stall
 - b) loss, damage or injury from any cause whatsoever to any property or person caused by the use or occupation of the Stall by the Stallholder or any servant, invitee, agent or any other person claiming through or under the Stallholder.
 - c) loss, damage or injury from any cause whatsoever to property or persons within or without the Stall occasioned to any substantial extent by any act, omission, neglect, breach or default of the Stallholder or any servant, invitee, agent, contractor or subcontractor or any other person claiming through or under the Stallholder.

PROVIDED ALWAYS Heritage EXPRESSLY AGREES that the Stallholder shall not be liable as aforesaid where such actions, claims, demands, losses, damages, costs and expenses shall have arisen through the negligence, default, or breach of contract of Heritage.

2. The Stallholder warrants that in entering into this Deed it has not relied on any warranty or representation made by Heritage or anyone representing Heritage as to:
- (i) the nature, quality and condition of the Showground;
 - (ii) the suitability for any use or purpose of the Showground;
 - (iii) any other matter having or which may have an affect beneficial or otherwise on the Stall or the yield from the Stall.
3. The Stallholder hereby agrees to use the Showground at the risk of the Stallholder and hereby releases to the fullest extent permitted by law Heritage and its agents, servants, contractors, invitees, licensees and employees (in the absence of any negligence or willful default on their part) from all claims and demands of every kind resulting from any accident, damage, or injury occurring

thereon and the Stallholder EXPRESSLY AGREES that in the absence of any such negligence or willful default as aforesaid, Heritage shall have no responsibility or liability for any loss or damage to any property whatsoever of the Stallholder.

4. Either party may terminate this deed upon giving to the other party, at the other party's last known address, a notice in writing and termination shall take effect seven (7) days after receipt by that party of the other party's notice.
5. This deed shall commence from the date hereof and shall continue thereafter until terminated in accordance with Clause 4 hereof.
6. The Stallholder will procure and will immediately, if requested by Heritage to do so, provide proof to Heritage of the following insurances:
- a) a policy covering all persons employed by the Stallholder under the provisions of the Workers Compensation Act 1987;
 - b) a public risk policy indemnifying the Stallholder in the sum of not less than \$10,000,000 in respect of any one claim and otherwise in the form of a standard public risk policy.
7. This deed constitutes the whole of the agreement between the parties in relation to the subject matter. The parties acknowledge that they do not execute this deed as a result of any collateral promise, warranty or representation but on the exercise of their own independent judgment.
8. No modification, amendment or variation of this deed shall be binding unless it is in writing and duly executed by or on behalf of all parties.
9. Unless resolved by the mutual endeavors of the parties within fourteen (14) days after occurrence all disputes, controversies or differences which may arise between the parties as to the construction or meaning of this deed or as to any matter arising out of or relating to this deed shall first be the subject of conciliation administered by the Australian Commercial Disputes Centre Limited in Sydney in accordance with its conciliation rules then in force and if not thereby resolved within thirty (30) days after the appointment of the conciliator or such other period as the parties may agree in writing it shall be submitted to arbitration administered by the Australian Commercial Disputes Centre Limited conducted at Sydney and held in accordance with and subject to the Commercial Arbitration Act 1984 and the law of New South Wales.
10. Any waiver by any party whether express or implied of any breach or non-observance of the Agreement shall not in any way be deemed to be a waiver of any subsequent breach or non-observance and shall not impair or waive any right, powers or remedies of which the party may have in respect of any such subsequent breach or non-observance.
11. This Agreement shall be governed by and construed in accordance with the law of New South Wales.
12. If any provision of the Agreement shall be or be determined to be invalid or unenforceable such invalidity shall not affect the other provisions of the Agreement.
13. In the construction of this deed unless the context otherwise requires:
- a) A reference to any Act of Parliament or Regulation or to any section or provision thereof shall include any statutory modification or re-enactment of it or any substitution for it and by-laws and regulations issued there under.
 - b) A reference to a singular number includes a reference to a plural number and vice versa.
 - c) A reference to any gender includes a reference to the other genders and each of them.
 - d) Words denoting individuals shall include corporations, partnerships, joint ventures, associates and institutions.
 - e) Reference to any persons, company or parties to this deed shall mean and include the legal personal representatives, successors in title or permitted assigns of such person, company or party as the circumstances may require.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals on the date first mentioned.

Signed in my presence by

Signature of Witness

Signature of Stallholder

Name of Witness