



2020南澳阿德莱德 中国城农历新年联欢会

**2020 CHINATOWN ADELAIDE
LUNAR NEW YEAR STREET PARTY**

STALLHOLDER APPLICATION PACKAGE

Event Organiser: Chinatown Adelaide of SA Inc
ABN: 40 150 820 525
www.chinatownadelaide.net

Patron: His Excellency the Honourable Hieu Van Le AC
Governor of South Australia



南澳州阿德莱德中国城協會
Chinatown Adelaide of S.A. Inc.

Proudly Supported By:



Government of South Australia
Department of the Premier
and Cabinet

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2020 CHINATOWN ADELAIDE LUNAR NEW YEAR STREET PARTY

Information

Location: Chinatown Adelaide Precinct
Moonta St & Gouger St

Date: Saturday 1st Feb 2020, 12.00 noon - 10.00 pm

Official Function: 6.00pm - 7.30pm

Stalls Trading Time: 12.00 noon - 10.00pm

Performances: 12.00 noon - 4.30pm / 6.00pm - 10.00pm



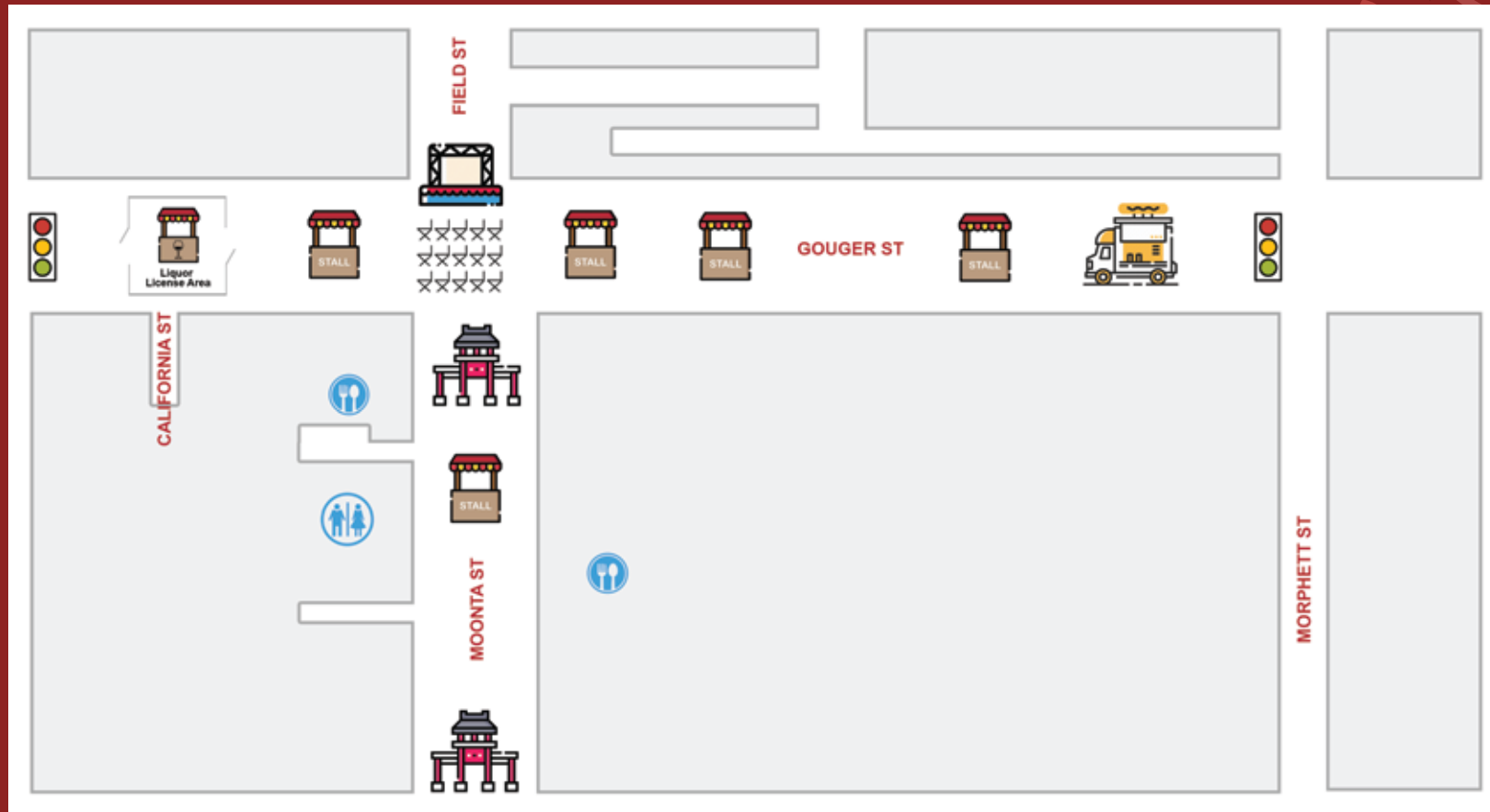
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Chinatown Adelaide of S.A. Inc.

Chinatown Adelaide Lunar New Year Street Party celebration



Layout - 2020 Chinatown Lunar New Year Street Party

2020 Chinatown Adelaide Lunar New Year Street Party



STAGE



FOOD VAN



CHINATOWN GATE



STALL



TOILET



TRAFFIC LIGHT



PUBLIC SEATING
PAVILION



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Important, please read:

It is the responsibility of Stallholder to ensure enough power supply for all their appliances/equipment used. Organiser is not responsible if your stall has inadequate power supply. Organiser reserves the right to limit the number of appliances/equipment you can use if the generators hired for the event have reached their peak and are unable to provide sufficient power.

Please select correct number of power outlets for your stall on the Stallholder Application Form

- Please Read Stallholder 1) Terms & Conditions / Code of Conduct / Selection Criteria- Page 6 & 7.
- Complete Stallholder Application Form on either page 4 or 5.
- See Page 3 for stalls locations on Gouger and Moonta St.
- Successful Stallholders marquee locations are allocated at the discretion of the organiser.
- Organiser reserves the right to change stall layout plan without giving any notice to stall operators.
- Limited number of stalls are available and all applications must be submitted by 10 Jan 2020. Applications will not be considered if the event is fully booked out before the due date stated.
- To be eligible for consideration for stall hire, all Stallholder application must be accompanied with payment.
- Provide Payer details for Stall Payment by EFT as follow: STALL-Applicant Name or Business / Organisation Name.

All enquires: Ronnie 0421161497 Jacky Wang 0402 859 060 admin@chinatownadelaide.net



Stall size:

3M wide x 3M deep

Stallholder marquee consists of:

2 x chairs,

2 x trestle tables, 1 x fluoro light

Trading Hours:

12:00 noon to 10:00pm



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2020 Stallholder's Application Form

Full Name of Applicant : _____

Organisation: _____

Please tick () Business () Community

Address: _____

Tel: _____ Fax : _____

Mob: _____

Email : _____

Date of Application : _____

Proposed Stall Usage : _____

Your Agreement

- I have read the terms and conditions on page 6 & 7
- I have read the code of conducts on page 7
- I have read the stallholder selection criteria on page 7

In consideration of CASA accepting my/our application, I/we agree and abide to the Terms and Conditions & Code of Conducts as stated on the Stallholder Application & Information Brochure.

Applicant's Signature _____

Full name of Applicant _____

Important: If you tick column with "Power Outlet", please provide info on all types of Equipment or Appliance(s) used.

Community & Merchandise Stalls

- () \$350.00 Community Group Stall without Power Outlet
- () \$370.00 Community Group Stall with 1 x Power Outlet
- () \$370.00 Merchandise Stall without Power Outlet
- () \$410.00 Merchandise Stall with 1 x Power Outlet

Food/Non-Alcoholic Drinks Stalls

- () \$490.00 - Mobile Food/Drinks Van (max 6 metre)
- () \$470.00 - without Power Outlet
- () \$510.00 –with 1 x 10A Power Outlet (2000W max)
- () \$550.00 –with 2 x 10A Power Outlet (4000W max)
- () \$590.00 –with 3 x 10A Power Outlet (6000W max)
- () \$640.00 –with 4 x 10A Power Outlet (8000W max)

***For 15A outlet, please add \$15.00 to each 10A outlet**

IMPORTANT PLEASE READ

- To be eligible for consideration for stall hire, all Stallholder application must be accompanied with payment.
- If application is rejected, a full refund will be returned. All successful and unsuccessful stallholders will be notified within 21 days after receiving your application and payment. Organiser reserved the right not to provide reasons of rejection.
- Limited number of stalls are available and all applications must be submitted by 10 Jan 2020. Applications will not be considered if the event is fully booked out before the due date stated.
- All EFT payments must include sending a Screen Shot or equivalent document evidencing payment either by SMS to or by email to admin@chinatownadelaide.net / **Ronnie 0421161497 / Jacky Wang 0402 859 060**

PAYMENT METHOD

Payable to:

Chinatown Adelaide SA Inc. (ABN : 40 150 820 525)

BSB No : 105 029

Account No : 67149240

Payment Ref: STALL-Applicant /Business Name

FOR OFFICE USE ONLY

Application date received : _____

Stall Fee : _____ received/not

received Cheque / EFT

Application accepted / rejected

Appliance Descriptions	Appliance Wattage	10Amp Outlet	15Amp Outlet*



Terms & Conditions

It is a condition of participation that you carefully read and adhere to the Terms and Conditions below, as this forms a part of your agreement with the organiser of the Adelaide Chinatown Lunar New Year Street Party. If you are not clear at any point, it is your responsibility to ask.

1 Definitions

- 1.1 "Street Party" means the Adelaide Chinatown Lunar New Year Street Party to be held on Saturday 1st February 2020.
- 1.2 "Organiser" means Chinatown Adelaide of South Australia Inc. (CASA)
- 1.3 "Stallholder" means a person or legal entity permitted to participate at the Street Party

2 Organiser's Exclusion Of Liability

The Stallholder acknowledges and agrees that the Organiser has made no warranty or representation in relation to or in connection with:

- 2.1 the Stallholder's access to people visiting the Street Party or the access those people have to the Stallholder;
- 2.2 the existence or extent of services and/or facilities of any kind at the Street Party;
- 2.3 the position within the Street Party that the Stallholder will occupy;
- 2.4 the suitability of the Street Party for any particular purpose or the existence of any latent or patent defect at the Street Party;
- 2.5 the existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the Organiser;
- 2.6 the existence or extent of any security measures undertaken to protect the Stallholder and/or the Street Party against criminal activity; or
- 2.7 the existence or extent of any security at the Street Party.

3 Organiser's Representations

The Organiser reserves the right to:

- 3.1 relocate a Stallholder to another Stall within the Street Party;
- 3.2 require the Stallholder to remove from sale any good or service offered by the Stallholder which the Organiser reasonably deems to be offensive or inappropriate; or
- 3.3 request that the Stallholder immediately undertake any reasonable measure which in the reasonable opinion of the Organiser will improve the safety of the Stall.

4 Organiser's Right Of Termination

The Organiser reserves the right to remove a Stallholder from the Street Party who is in breach or does not comply with the Regulations, including but not limited to where a Stallholder:

- 4.1 fails to pay their Stall Fee;
- 4.2 fails to abide by the Street Party's Trading Hours;
- 4.3 commits a criminal act at the Street Party; or
- 4.4 behaves in a manner that breaches the Street Party's Code of Conduct or otherwise behaves in a manner that the Organiser considers is inappropriate or offensive; or may bring the Street Party into disrepute.

5 Best endeavours to supply:

- 5.1 The Organiser will use its best endeavours to ensure the supply of the services mentioned in this agreement but will not be liable for any losses, damages or expenses arising out of total or partial failure of such services caused by a cause beyond our reasonable control.
- 5.2 In the event of a total or partial failure of any services the Stallholder will not be entitled to a refund of any moneys paid nor be relieved of the obligation to pay any amount still due under this agreement. The Organiser will not be liable in anyway for any expenditure or liability or losses including consequential loss incurred or sustained by you.

6 Indemnity by Stallholder

Without limiting the generality of any other provision of this document, the Stallholder hereby indemnifies and holds the Organiser harmless from and against all Claims for Loss arising in connection with or in relation to:

- 6.1 the Stallholder's participation in the Street Party;
- 6.2 any injury or harm suffered by the Stallholder or its employees or agents;
- 6.3 any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the Stallholder;
- 6.4 any loss of or damage to the Stallholder's property regardless of the cause of that loss or damage;
- 6.5 the death of any person of a consequence, in whole or in part, of any act or omission by the Stallholder;

- 6.6 any breach of these Regulations by the Stallholder; or
- 6.7 any legal costs on a full indemnity basis incurred by the Organiser as a result of the Stallholder's breach of this document.

7 Stallholder's Public Liability Insurance

Stallholder must provide a Certificate of Currency from an insurer acceptable to CASA for public liability Insurance cover for \$20 million for any one single claim, together with appropriate insurance cover for the Stallholder proposed activity.

8 Stallholder's Fee and payment

The stallholder fee must be paid when you lodge your application. Application without full payment will not be considered. Full refund will be given if your application is unsuccessful.

9 Stallholder's Cancellation or withdrawal from Street Party

9.1 If you withdraw your application after you have paid, full refund will be returned to you if you lodge your withdrawal in writing to jackyyang2014@gmail.com before the expiry date as stated below.

9.2 If you cancel or withdraw from the Street Party for any reason within twenty one (21) days or less of the stated commencement date of the Street Party, your money paid is forfeited.

10 Cancellation of Street Party

If for any reason whatsoever, the Street Party is not held, this agreement will be deemed cancelled and we will return two third of the monies paid by you before one month to us for this agreement; we will return half of the monies before two weeks and we would not return monies if you cancel the agreement in two weeks. CASA will not be liable for any expenditure or loss including consequential loss incurred or sustained by you as a result of the cancellation.

11 Adverse Weather conditions

- 11.1 As this is an outdoor event, the Street Party will proceed weather permitting.
- 11.2 Stallholders may pack up their stall due to adverse weather conditions at their own discretion.
- 11.3 No refunds/credits are given due to adverse weather conditions by the Organiser.
- 11.4 The Organiser will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions

12 Stallholder's Obligations & Responsibilities

The Stallholder agrees that at any time while the Stallholder is at the Street Party the Stallholder will:

- 12.1 Comply with any direction given by the Organiser in relation to the operation and occupation of their stall, equipment, goods and vehicle during set up and pack up out activities and any direction of a security or safety nature;
- 12.2 ensure that their activities do not endanger the safety or security of any people at the Street Party;
- 12.3 not operate or use any amplified sound equipment of any nature without the written permission of the Organiser;
- 12.4 keep the Street Party and its immediate surrounds clean, tidy, presentable and free from waste and rubbish;
- 12.5 ensure that nothing is done at the Street Party which is illegal, obscene, offensive, dangerous or otherwise creates a nuisance or causes damage, disturbance, annoyance, injury or obstruction to any owner, occupier or user of any nearby land or premises;
- 12.6 not bring or permit to be brought onto the stall anything or any activity which may be or become offensive or dangerous or give rise to undue noise or smell; or
- 12.7 not cause annoyance or offence or may constitute a danger to members of the public, traders or other stallholders.
- 12.8 not sublet any portion of stall without written approval from CASA.
- 12.9 not conduct or operate any gambling, game/s of chance.
- 12.10 agree that you are an independent contractor and that nothing in this agreement creates between us a partnership or a relationship of employer and employee.



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Terms & Conditions (cont'd) / Code of Conducts / Stallholder Selection Criteria

- 12.11 ensure all equipment brought by the Stallholder to the Street Party are safe for use;
- 12.12 ensure the safety of their employees, staff, agents or representatives who may occupy the Stallholder's Stall and bear in full the cost of all repairs or replacement of any items belonging to the Organiser that is damaged by the Stallholder;
- 12.13 ensure no rubbish is left at the stall site and that any rubbish is disposed of;
- 12.14 ensure there is no damage to any areas of the stallholders site;
- 12.15 not obstruct or interfere with aisles, passageways, entrances, exits or emergency equipment at the Street Party
- 12.16 comply with all directions of our authorised staff, traffic marshals, security, police or emergency services;

13 Warranties & Indemnities by Stallholder

The Stallholder must indemnify and keep indemnified CASA and its officers, employees, contractors, members and agents from and, against all actions, claims, demands, losses, damages, costs, expenses and liabilities including without limitation, consequential loss and loss of profits for which CASA are, or may become, liable in respect of or arising from:

- 13.1 loss, damage or injury to any person in connection with the stall or the relevant event;
- 13.2 loss, damage or injury to any other stall or stallholder, his or her family, invitees, agents, or to our property, or our members, or to the general public, caused or contributed to or by any act or omission of an act or display by you, your family, invitees or agents; and
- 13.3 loss, damage or injury to the stall, or you, your family, invitees, or agents caused or contributed by an act or omission of an act or display of yours or by the transportation or housing of a display of yours.

14 Stallholder's Representations

The Organiser permits the Stallholder to attend the Street Party in reliance on the following warranties and representations hereby made by the Stallholder:

- 14.1 the Stallholder is responsible for obtaining all relevant permits and permits required to operate the Stallholder's business and that all merchandise sold complies with all relevant safety and compliance standards and retail laws currently in force;
- 14.2 the Stallholder does not bring into the Street Party any hazardous materials or substances;
- 14.3 and the Stallholder will comply with all of the terms contained in these Regulations and will comply with any changes to the Street Party Regulations, or any relevant local government and other statutory laws and Regulations.

15 Stallholder's acknowledgments

Without limiting the generality of these terms, the Stallholder acknowledges and agrees the Organiser is not liable for any Claim or Loss suffered or incurred by the Stallholder in relation to or in connection with:

- 15.1 any journey from or to the Street Party; or
- 15.2 damage or injury to any property or person.

CODE OF CONDUCT

All stallholders are required to uphold the Code of Conduct when participating at the Adelaide Chinatown Lunar New Year Street Party.

Stall Placement

- Stall placement and overall Street Party layout is at the discretion of Organiser.
- Organiser reserves the right to relocate a stallholder to another stall within the Street Party
- We ask that all stallholders remain flexible and accept changes to site layout at anytime.
- Organiser will make a sincere and thoughtful effort to meet all stallholders needs and requests regarding stall placement at the Street Party.

Operational Requests

- Organiser reserve the right to request that a stallholder undertake any reasonable measure, which in the opinion of Organiser will improve the safety of the stall.

Product

- Please refer to Stallholder Selection Criteria for clarity on products inclusion.
- Organiser reserves the right to remove products that is unsuitable.
- A stallholder may only offer for sale approved products which have been accepted by Organiser on the application form submitted by the stallholder.
- It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their product.

Building a culture of courtesy and respect

- We ask that stallholders consider their neighbours, other staff and retailers and treat others with respect, and as they would like to be treated in all their dealings in the Street Party.

Conflict

- We have a zero tolerance for conflict.
- Conflict will not be tolerated between stallholders and Street Party visitors, retailers and storeowners, Street Party staff, volunteers and other stallholders.

Unacceptable behaviour

- Verbal & Physical abuse of Street Party staff, volunteers, security, retailers, visitors or other stallholders is not acceptable behaviour under any circumstances.
- If you are found in breach of either of these two conditions your participation in the Adelaide Chinatown Lunar New Year Street Party may be terminated immediately.

STALLHOLDER SELECTION CRITERIA

(not applicable to food stallholders).

- Before any application is considered, preferential will be given to stallholders who demonstrate that their proposed stall has a tangible connection with the traditions and customs of the Lunar New Year. The required connections can be demonstrated in at least the following ways:
- Art and Crafts eg. Lanterns
- Dress
- Performing Arts
- Literature eg. Calligraphy, Riddles
- Activities honoring our elders and forebears
- Children's activities involving any of the above

Health and Wellbeing Products and Services

- If you plan to provide a service in the Street Party, (for example massage or reflexology) you will need to provide certification of relevant training and experience.

If you have any queries about the Stallholder Selection Criteria , please contact Ronnie 0421161497 / Jacky Wang 0402 859 060 / admin@chinatownadelaide.net

Potential stallholders will also be required to complete prescribed application forms.

Chinatown Adelaide of SA Inc. (CASA) reserves all right and discretion in accepting or refusing any application.



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