

GARDENFEST 2017

AT ENTALLY ESTATE

You are invited to complete the enclosed application/contract, to be part of our 10th year of Gardenfest at the beautiful Entally Estate. Saturday 11th and Sunday 12th November 10:00am to 4:00pm

Stall Holder Information (Prices quoted are for two days)

Stall Sizes (bring your own marquee):

| | | |
|--------|---------------------|----------|
| Single | 3 metres x 3 metres | \$130.00 |
| Double | 6 metres x 3 metres | \$180.00 |
| Triple | 9 metres x 3 metres | \$300.00 |

| | |
|--------------------|----------|
| Food Stall | \$120.00 |
| Power | \$30.00 |
| Trestle Table Hire | \$20.00 |

Marquee Hire Costs:

| | |
|--------------|----------|
| 3 x 3 metres | \$200.00 |
| 6 x 3 metres | \$225.00 |

The site will be open for stalls to set up from 10:00am Friday 10th November. Stall presentation must be completed by 9:30am Saturday 11th November and removed by 6:00pm Sunday 12th November. All vehicles must be removed to the exhibitor's car park by opening time and will not be permitted back to the public area until after 4:00pm on both days.

At NO time are any vehicles to drive on lawn areas of the Estate, or drive vehicles into the public area during opening hours.

Please return application with full documentation required. It is the responsibility of the stallholder to obtain the necessary licenses and permits. The council under which we fall is Meander Valley Council.

Please note: All monies must be paid in full prior to the event. Acceptable forms of payment are cash, cheque (made payable to Entally Estate), credit card either in person or over the phone, or direct deposit (Entally Lodge - Bendigo Bank, BSB: 633 000, Account: 154 721 385, Reference: GF [your business name]).

Please advise if you are bringing your own marquee. We require dimensions for the site plan.

We look forward to receiving your application.

Gardenfest Event Team



Business Licence - Gardenfest at Entally House 2017

(Part 3 of the *National Parks and Reserves Management Act 2002*)



This Business Licence comprises the following parts:

- Part A: Business Licence overview and application process
- Part B: Information Table
- Part C: Glossary of terms
- Part D: Terms and conditions of Business Licence
- Part E: Signing

Part A: Business Licence overview and application process

As a proposed stall holder at Gardenfest you are requested to complete the details requested in Items 1 to 4 of the Information Table below and return this document to **Entally Lodge, 782 Meander Valley Highway, Hadspen** together with a cheque in the appropriate sum (as provided for in clause 4 of Part D made payable to Entally Lodge Pty Ltd . In doing so you (being the person named at Item 1 of the Information Table and referred to in this Business Licence document as **You** or the **Licensee**) are taken to have made an application for a business licence under Part 3 of the Act in order to operate a stall at Gardenfest.

Warning 1: By completing and returning this Business Licence document and in consideration of the Crown and Entally Lodge considering the application, You agree to be bound by this Business Licence document.

Warning 2: You are not taken to have been issued with a business licence in accordance with Part 3 of the Act for the operation of a stall at Gardenfest until You have complied with the above, the Crown approves your application and the Crown returns a copy of this Business Licence document to You with a covering letter indicating that the Business Licence has been granted.

Warning 3: The Crown is under no obligation to issue a business licence to You and nothing in this document is to be construed as making any express or implied representation, undertaking or commitment by the Crown or Entally Lodge that it will issue You with a business licence or any other rights in respect of Gardenfest. If the Crown does not issue a business licence Entally Lodge will return any moneys paid by You as part of the application but the Crown and Entally Lodge are under no other contractual or other legal obligation to You. The Crown and/or Entally Lodge may also request amendments be made to any of the details of the application made by You in order for a business licence to issue.

If a Business Licence is taken to issue in accordance with this section then the Crown grants to You as the Licensee and You accept a right to operate the Stall of the number and type set out in Item 2 of the Information Table together with the Assistance (if any) set out in Item 3 of the Information Table at Gardenfest. The terms and conditions by which this will occur and this Business Licence will operate are as set out in Part B and Part D.

Part B: Information Table

| | | |
|--------------------------|------------------------|--|
| Item 1: Licensee: | Name/s: | |
| | ABN/ACN (if have one): | |
| | Address: | |
| | Telephone: | |
| | Facsimile: | |

Item 2: Stall type to be used by Licensee and associated cost:

The following number and type of stalls are requested to be made available to the Licensee at the stated cost (all costs are GST inclusive):

| Type of Stall required | Number of this type of stall | Cost |
|--------------------------------------|------------------------------|------|
| Single Stall (at \$130.00 per stall) | | |
| Double Stall (at \$180.00 per stall) | | |
| Triple Stall (at \$300.00 per stall) | | |
| Food Stall (at \$120.00 per stall) | | |
| Total Cost | | |

Item 3: Assistance included as a part of the stall use:

The following assistance are requested to be made available to the Licensee at the stated cost (all costs are GST inclusive):

| Type of Assistance required | Amount required | Cost |
|--------------------------------------|-----------------|------|
| Power (at \$30.00 per stall) | | |
| Trestle Table Hire (at \$20.00 each) | | |
| Marquee 3m x 3m (at \$200.00 each) | | |
| Marquee 6m x 3m (at \$225.00 each) | | |
| Total Cost | | |

Item 4 Products and items to be sold by the Licensee

The Licensee intends to make available for sale the following products and items from the Licensee's stall(s) at Gardenfest (please attach an extra page at the back of this document if necessary due to space limitations):

Part C: Glossary of terms

In this Business Licence, unless the context otherwise requires:

Act means the *National Parks and Reserves Management Act 2002*.

Assistance means the assistance (if any) specified in Item 3 of the Information Table.

Business Licence means as the context requires a business licence issued under the Act or this document or both.

Crown means as the context requires the Minister administering the Act and the Crown in Right of Tasmania as represented by the Parks and Wildlife Service (ABN 58259330901) and includes all relevant persons acting on their behalf as the context requires.

Entally House means that parcel of reserved Crown land situate at Hadspen known as "Entally House".

Entally Lodge means Entally Lodge Pty Ltd who has a lease over Entally House and where the context requires includes Entally Lodge's employees agents authorised contractors and subcontractors licensees and invitees;

Gardenfest means the event held at Entally House on the main lawn and the farm yard areas.

GST has the meaning in the *A New Tax System (Goods and Services) Act 1999* (Cwlth). Expressions defined in the GST Act have the same meaning when used in this Business Licence.

Licensee means the person named in Item 1 of the Information Table as the Licensee.

Information Table means the table in Part B.

Stall means the stalls specified in Item 2 of the Information Table.

Part D: Terms and conditions of business licence

1 Interpretation

In this Business Licence, unless the context otherwise requires:

- (a) headings do not affect the interpretation of this Business Licence;
- (b) words denoting the singular include the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) other grammatical forms of a defined term have a corresponding meaning;
- (e) an expression denoting a natural person, company, partnership, corporation or any government body includes any other of them;
- (f) a reference to any thing or any property includes a part of that thing or property;
- (g) a reference to a party includes that party's successors and permitted assigns;
- (h) mentioning any thing after the words **includes** or **including** does not limit the meaning of any thing mentioned before those words; and

- (i) a reference to any legislation includes subordinate legislation made under it and any amendment to, or replacement for, any of them.

A reference to the Crown includes any person lawfully acting on behalf of the Crown or the Minister or both.

2 Grant of business Licence

Upon return of the signed copy of this Business Licence to the Licensee by the Crown the Crown agrees to grant a business licence to the Licensee, and the Licensee agrees to take a business licence pursuant to Part 3 of the Act for the purposes of operating the Stalls and selling those products and items set out in Item 4 of the Information Table from the Stalls as part of the Gardenfest event. The provision of the Assistance is incidental to the granting of the rights to operate the Stall.

3 Term

This business licence is to last only for the Gardenfest event with the Stall to be available and operated only during the following periods:

Operational from 10am to 4pm Saturday 11th to Sunday 12th November 2017;

Stall set up from 10am to 4pm on Friday 10th November 2017

Stall roll out by 6pm on Sunday 12th November 2017

4 Licence fee

The Licensee agrees to pay to Entally Lodge the total of the fees specified in Items 2 and 3 of the Information Table by forwarding a cheque for the relevant amount when the application is made for the Licence as provided for in Part A in consideration of this Business Licence.

5 No warranty

The Crown and Entally Lodge give no warranty as to the condition of the Stalls or the Assistance or as to their suitability for the purposes for which the Business Licence is granted as set out in clause 2.

6 Cancellation

The Crown may:

- (a) by written notice to the Licensee, cancel this Business Licence without penalty or payment of compensation at any time. If the Crown cancels this Business Licence, Entally Lodge must promptly refund to the Licensee any part of the moneys prepaid by the Licensee for this Business Licence;
- (b) if the Crown considers acting reasonably that the Licensee is in breach of any of the Licensee's obligations under this Business Licence then the Crown may immediately cancel the Business Licence (which cancellation may be done by oral notice) in which case the Licensee must immediately cease to operate the Stall and comply with all directions of the Crown and Entally Lodge in respect of packing up and leaving Entally House. No moneys will be refundable to the Licensee in such circumstances.

7 Restrictions

The Licensee must not sublicense or sub-hire the Stalls or the Assistance nor offer for sale any products or items not listed in Item 4 of the Information Table.

8 Use of Stalls and Assistance

The Licensee must:

- (a) only use the Stalls and the Assistance for the purpose of selling those products and items set out in Item 4 of the Information Table;
- (b) comply with all applicable laws when using the Stalls or the Assistance (including obtaining and complying with all necessary permits approvals and licences required for the sale of those products and items set out in Item 4 of the Information Table);
- (c) not damage or deface the Stalls, the Assistance or any other property at Entally House;
- (d) take reasonable care of the Stalls and the Assistance;
- (e) not allow smoking, or allow the consumption of illegal drugs on or around the Stalls;
- (f) ensure that all children assisting or using the Stalls or the Assistance during Gardenfest are adequately supervised by an adult person;
- (g) comply with any lawful directions given by the Crown and Entally Lodge relating to use of the Stalls or the Assistance;
- (h) promptly notify Entally Lodge of any damage to the Stalls or the Assistance;
- (i) to act co-operatively and with courtesy towards all other persons operating stalls at, visiting and taking part in Gardenfest;
- (j) at the conclusion of the period set out in clause 3 to have removed all the Licensee's items and property from the Stall and Entally House with the Licensee to make good any damage caused by such removal and remove all rubbish and leave the Assistance and area occupied by the Licensee in a clean and tidy and safe condition. Any items and property remaining may be disposed of by the Crown and/or Entally Lodge at the Licensee's cost without reference to the Licensee;

- (k) reimburse to the Crown and/or Entally Lodge all money expended by the Crown and/or Entally Lodge to undertake works that are the Licensee's responsibility under this Business Licence which the Crown and/or Entally Lodge may undertake on the Licensee's failure to do so (including all costs associated with making good and rubbish removal); and
- (l) not (or their agents) conduct raffles over the course of the Gardenfest.

9 Insurance

The Licensee must hold in respect of the proposed operation of the Stall at the Gardenfest event a policy of product (if applicable) and public liability insurance with an insurer (lawfully carrying on insurance business in Australia) for an amount of not less than \$10,000,000.00 with the Licensee to:

- (a) provide evidence of that the said insurance is properly in place to the Crown and/or Entally Lodge upon request; and
- (b) not do anything that may result in the said insurance becoming invalid or unenforceable.

10 Indemnity by Licensee

The Licensee indemnifies the Crown and Entally Lodge and each of its employees and agents against:

- (a) claims in respect of any injury to, or death of, any person;
- (b) claims in respect of damage to the property of any person; or
- (c) loss of, or damage to, property of the Crown and Entally Lodge (including the Stalls or the Assistance),

arising from, or attributable to, the Licensee's presence at Entally House for Gardenfest, the occupation or use of the Stalls and the Assistance and the sale of any items by the Licensee.

The Licensee's liability under the indemnity is to be reduced proportionately to the extent that the claim, loss or damage is caused or contributed to by an act or omission of the Crown and/or Entally Lodge or any of its employees or agents.

The indemnity is a separate and independent obligation of the Licensee. The indemnity

survives the termination of this Business Licence.

11 Exclusion of liability

The Crown and Entally Lodge is not liable for any theft of, or loss or damage to, any property of the Licensee left or stored at the Stalls or at Entally House generally.

12 Responsible person

If the Licensee is not an incorporated body, the person signing this Business Licence for the Licensee is personally responsible for performing all of the Licensee's obligations under this Business Licence.

13 Confidentiality in relation to this Business Licence

Despite any confidentiality or intellectual property rights subsisting in this Business Licence, either party may publish, without reference to the other, all or any part of this Business Licence. Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cth).

14 Notices

The addresses and telephone numbers of the parties for the receipt of any Notice are:

- (a) in the case of the Crown, to **Entally Lodge, 782 Meander Valley Highway, Hadsphen 7290 Phone (03) 6393 3200**; or as subsequently notified by the Crown to the Licensee; and
- (b) in the case of the Licensee, as set out in Item 1 of the Information Table or as subsequently notified by the Licensee to the Crown and/or Entally Lodge.

A Notice may be served by: delivering it by hand to the party; leaving it at the party's address; or sending it by prepaid ordinary post to the party's address.

A Notice must be in legible writing in the English language.

Notice means a notice or other communication for the purpose of this Business Licence.

15 Governing law

This Business Licence is governed by the law of Tasmania.

16 GST

The parties agree that:

- (a) the Licensee fee as calculated under clause 4 of this Part D and as set out in Part B is a GST inclusive amount; and
- (b) this document constitutes a Tax Invoice for the purposes of the GST Act and that the Crown and Entally Lodge is not obliged to issue any further invoice document.

17 Miscellaneous

An obligation or liability on the part of two or more persons binds them jointly and severally.

The non-exercise of, or delay in exercising, any Right does not operate as a waiver of that Right. A single exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right. A Right may only be waived in writing, signed by the party to be bound by the waiver. A waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

Each Right provided in this Business Licence is exclusive and independent of each other Right in this Business Licence, and all other Rights at law or in equity.

In this clause, **Right** includes a right, power, remedy, authority and discretion.

Part E: Signing

Date:

(Date will be inserted by the Crown)

Please sign the applicable section below.

Signing by Licensee/s who is an individual or a partnership

Signed by the Licensee in the presence of the witness named below:

Licensee's
signature:
→

Witness'
signature:
→

*Witness print name:

*Witness print address:

*Use BLOCK LETTERS.

Licensee's
signature:
→

Witness'
signature:
→

*Witness print name:

*Witness print address:

*Use BLOCK LETTERS.

Signing by Licensee that is a company

Signed by the Licensee in accordance with section 127(1) of the Corporations Act 2001 (Cwlth):

Signature:
→

Signature:
→

*Print
name and
office
held:

*Print
name and
office
held:

*Use BLOCK LETTERS.

Signing by Licensee that is an incorporated association

The common seal of the Licensee was hereunto affixed by authority of its committee in the presence of:

Common seal:
→

Signature:
→

Signature:
→

*Print
name and
office
held:

*Print
name and
office
held:

***Use BLOCK LETTERS**

Note: If the Licensee has adopted the 'Model Rules', the common seal must be affixed in the presence of two members of its committee or one member of its committee and the public officer of the Licensee or any other person the committee has appointed for that purpose.
