



Wyndham Disability Connection Expo Stallholder Terms and Conditions

By submitting an expression of interest for a stall at the 2025 Wyndham Disability Connection Expo ('expo'), the group/organisation and the group/organisation's auspisor, if applicable, agrees to be bound by these terms and conditions if selected to participate in the event.

These terms and conditions should be read in conjunction with other documents and information relating to the expo, including the group/organisation's expression of interest form and the information made available on and Council's website.

Submission of an expression of interest form does not guarantee a stall allocation. Successful applicants will be notified using the contact details provided in their expression of interest form.

1. APPLICANT

1.1 To be eligible for a stall at the expo, the applicant must be:

- (a) a registered business with a current active ABN;
- (b) a registered incorporated association; or
- (c) an unincorporated group which is auspiced by an organisation that is a registered business with a current active ABN or which is a registered incorporated association,

and must have:

- (d) a connection to the Wyndham community;

1.2 Where the applicant is an unincorporated group which is auspiced by another organisation:

- (a) the applicant must have the consent of the auspisor to submit this application, evidence of which must be provided to Council on request;
- (b) a copy of the auspice agreement that documents the arrangement between the applicant and auspisor must be submitted with the application.

1.3 Council staff, Councillors and their immediate families are ineligible to apply.



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2. APPLICATIONS

2.1 Applications must be submitted between **5:00pm on 27th February 2025 and 5:00pm on 16th March 2025** via: <https://forms.office.com/r/8jvEUwakXJ>
Applications which are incomplete or received outside of this period will not be accepted.

2.2 Applicants agree to immediately notify Wyndham Disability Services Network (WDSN) Working Group of any changes to their application, including the request to withdraw their application, by emailing wyndhamdisabilityexpo@wyndham.vic.gov.au

2.3 WDSN working group accepts no responsibility for late, lost, incomplete, invalid, or corrupt applications.

3. SUCCESSFUL APPLICANTS

3.1 WDSN working group will assess all applications in the week commencing **17th March 2025**. All applicants will be notified by email of the outcome of their application no later than **5:00pm on 31st March 2025**.

3.2 Successful stallholders agree to pay the stall cost: Private/ Corporate: \$200, Non- profit \$100 and return all stallholder documentation to Council by **5:00pm on 14th April 2025**.

3.2 The stallholder acknowledges and agrees that if they do not complete and return the documentation specified in condition 3.1 to WDSN working group by the due date and or if they do not attend the stallholder information session referred to in condition 3.3, they may not be permitted to operate at the expo.

3.3 Stallholders are required attend an online information session via Microsoft Teams **Thursday 22nd May 2025 2pm to 3pm**.



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4. HOURS OF OPERATION

4.1 The stallholder must 'bump in' at their stall **between 8:00am and 9:00am on 29th May 2025**.

4.2 Stalls must be set up and operational by **9.30am on 29th May 2025** (half an hour before the expo starts).

4.3 The stallholder must ensure that at least one person is present at their stall and that their stall is operational at all times during the expo. Stalls may be operated by a maximum of two persons on the day of the expo.

4.4 The stallholder must pack down their stall and 'bump out' only after expo ends at **3:00pm on 29th May 2025**.

5. STALLS

5.1 A maximum of 70 stalls will be permitted at the expo.

5.2 The stallholder must ensure that all electrical equipment used at their stall is tested and tagged. Equipment which has not been tested and tagged must not be used.

5.3 Council will provide each stallholder with a designated stall containing one 1.8m long trestle table, two chairs, and two light lunches. The stallholder acknowledges and agrees that they are responsible for providing tablecloths and any other materials they need on the day.

5.4 The stallholder must keep their stalls clean, tidy, free from rubbish and other hazards and well presented at all times.

5.5 The stallholder must ensure that their stall does not exceed the boundaries of their designated stall area. Stallholders can have a maximum of 2 banners per stall and these must not exceed 1.8mtrs.



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5.6 The stallholder must be courteous to members of the public, other stallholders, Council staff and WDSN working group members. The stallholder agrees to conduct themselves in a manner that upholds Council's values and reflects prevailing community standards.

6. MARKETING AND PROMOTIONAL MATERIALS

6.1 With the exception of wrapped lollies, food items must not be distributed at the expo.

6.2 Stallholders may not display, distribute or otherwise use balloons at the expo.

6.3 The stallholder warrants that any materials they distribute at the expo does not infringe a third party's copyright or intellectual property rights.

6.4 The stallholder must ensure that they have sufficient marketing and promotional material (as required) to distribute for duration of the expo.

6.5 The stallholder acknowledges and agrees that they should not leave their materials or stall unattended at the expo. The stallholder further acknowledges and agrees that any materials left unattended at the expo are left entirely at their own risk.

6.6 The stallholder must not conduct any lotteries, raffles or competitions without obtaining Council's prior written consent; nor use any microphones, sound amplification or musical instruments at its stall.

7. SIGNAGE

7.1 The stallholder must display all signage provided by Council.

7.2 The stallholder must ensure that any additional signage displayed at their stall has been approved by WDSN working group and is not placed outside of their allocated stall area.



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8. HEALTH AND SAFETY

8.1 The stallholder must comply with all laws, rules and regulations applicable to them, their stall and the expo, including without limitation, the *Privacy and Data Protection Act 2014*. Please see Council's [Privacy Policy](#).

8.2 The stallholder must notify WDSN working group of any incident, accident, injury or damage that occurs at its stall or at the expo, as soon as is reasonably possible in the circumstances.

9. PHOTOGRAPHY

9.1 The stallholder must not photograph, film, live stream or otherwise record their stall or the expo without obtaining WDSN working group's prior written consent, such consent not to be unreasonably withheld.

9.2 The stallholder (including their staff, volunteers and contractors) consents to being photographed, filmed or otherwise recorded at the expo and consent to Council's use or publication of photographs and/or recordings in any format whatsoever, acting in its sole discretion.

10. INSURANCE

10.1 The stallholder must hold and maintain public liability insurance in a minimum sum of \$10 million per single event and must provide a copy of their certificate of currency with their application and otherwise on WDSN working group request.

10.2 Any stallholder who does not provide WDSN working group with a copy of their certificate(s) of currency for the insurance referred to in condition 10.1 will not be permitted to operate its stall at the expo.

10.3 The stallholder acknowledges and agrees that they are responsible for insuring their own property and equipment (including products) and are responsible for ensuring that appropriate insurances are in place for their staff, volunteers and contractors.



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11. DAMAGE AND THEFT

11.1 The stallholder is entirely responsible for any damage to, or theft of its property resulting from or related to the use of its stall and the expo. The stallholder acknowledges and agrees that Council accepts no liability in this regard.

12. INDEMNITY

12.1 The stallholder agrees to release, indemnify and keep indemnified WDSN working group members and Council, its Councillors, employees, officers, agents and contractors from and against any and all third-party claims made in connection with the stallholder's breach of these terms and conditions, including, without limitation, any infringement or potential infringement of third-party intellectual property rights.

13. NO REPRESENTATION

13.1 WDSN working group and Council makes no representation as to the minimum level of community interest a stallholder may enjoy during the expo.

14. WITHDRAWAL/ CANCELLATION and REFUNDS

14.1 The stallholder may withdraw or cancel their stall by notifying WDSN working group by email to wyndhamdisabilityexpo@wyndham.vic.gov.au, however a refund will only be given if received before **Wednesday 14th May by 5pm**. After that time no refund will be given.

14.2 WDSN working group reserves the right to change the expo's time, date or location and/or to amend any stallholder's stall allocation. If Council makes such a change or amendment, WDSN working group and Council accepts no liability for any costs incurred by the stallholder in anticipation of their allocated stall.



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15. BREACH

15.1 If WDSN working group and Council becomes aware of a breach of any of these terms and conditions which, in the reasonable opinion of WDSN working group, is not capable of remedy, the stallholder will not be permitted to operate, or continue to operate, at the expo.

16. GENERAL

16.1 The stallholder acknowledges and agrees that it must comply with the Conditions of Entry applicable to the expo.

16.2 The stallholder must follow all reasonable directions of WDSN working groups members and Council officers, event personnel and emergency services in connection with their stall and/or the expo, failure to comply may result in being asked to leave and forfeit their space at the expo.

16.3 WDSN working group members and Council reserves the right to change or modify these terms and conditions at any time.

16.4 WDSN working group's decisions are final and no correspondence will be entered into.