



Spinifex Spree Carnival 2025 Amusement Operator Terms & Conditions

Inclusion in the Spinifex Spree Carnival 2025 is at the sole discretion of the Town of Port Hedland.

Amusement Operators trading at the Event, agree to be bound by these Terms and Conditions.

The Town of Port Hedland reserves the right to review and change this document from time to time. Any subsequent amendments to the Terms and Conditions are effective on and from the time they are published to Amusement Operators.

DEFINITIONS

Event means the Spinifex Spree Carnival 2025

Town means the Town of Port Hedland staff, contractors, and volunteers

Grounds means the Town Oval including event area and back of house areas

Amusement means Amusement device as defined in the *Work Health and Safety (General) Regulations 2022* - plant operated for hire or reward that provides entertainment, sightseeing or amusement through movement of the equipment, or part of the equipment, or when passengers or other users travel or move on, around or along the equipment; but does not include any of the following –

- I. a miniature train and railway system owned and operated by a model railway society, club or association
- II. a ride or device that is used as a form of transport and that is, in relation to its use for that purpose, regulated under another Act or an Act of the Commonwealth
- III. a boat or flotation device that is solely propelled by a person who is in or on the boat or device; and that is not attached to any mechanical elements or equipment outside the boat or device, and that does not rely on any artificial flow of water to move
- IV. any plant specifically designed for a sporting, professional stunt, theatrical or acrobatic purpose or activity
- V. a device operated (with or without an operator) by a coin or token that is located in a shopping centre or similar public location and that is intended to be ridden, at any 1 time, by not more than 4 children below 10 years of age.

Amusement Operator means someone who operates an Amusement



PRODUCTS

1. Amusement Operators must follow [Stage 1 and Stage 2 regulations of the Western Australia's Plan for Plastics](#)
2. Amusement Operators are not permitted to sell, distribute, use or offer any items considered “controlled weapons” as prescribed by Schedule 2 of the Weapons Regulations 1999. Additionally, Amusements will not be allowed to sell, distribute, use or offer as prizes any of the following items:
 - a) chemical sprays, silly string, stage door streamers or other similar spray projecting materials, pepper sprays
 - b) toys with firing ability, including water pistols
 - c) explicit t-shirts, DVD's, CD's, magazines, books and videos
 - d) knives or any other sharp implements which could be construed as weapons
 - e) water bombs or stink bombs
 - f) fireworks including sparklers
 - g) smoking implements or paraphernalia, including imitation or electronic cigarettes
 - h) stun pens
 - i) any illegal or offensive items, good, article, publication or material
 - j) any other item, good, article, publication or material which may by its use or operation cause alarm or distress to any person or animal.
 - k) If the Town, at its sole discretion considers that any item, good, article, publication or material being exhibited, sold, distributed, used or offered as a prize by an Amusement Operator is unsuitable, objectionable or offensive, that Amusement Operator must after a request from the Town to do so, immediately remove all items, goods, articles, publications or materials of that type from the Event. Items referring to alcohol abuse, drug use, violence or that are sexually explicit or suggestive in nature are not permitted.
3. Amusement Operators must allow the Town to inspect any items brought into the Event.

AMUSEMENT APPLICATION AND ATTENDANCE

4. Submissions for Amusement Operators close at 3:00pm AWST, Monday 21st April via email to events@porthedland.wa.gov.au



5. Amusement Operators will be notified of their Amusement acceptance via email from the Town by Monday 12th May.
6. Amusement Operators are provided with the space for the Event for which they have indicated on their submission, or as confirmed, in writing with the Town prior to the Event.
7. Site allocations will be at the discretion of the Town and can be changed at any time prior to Amusement setup.
8. Amusement Operators acknowledge site allocations are non-powered, and any electrical work on their site/s is carried out by a licensed electrical contractor in compliance with Australian Standards Australian Standards AS3000, AS3001 and AS3002.
9. Amusement Operators are encouraged to promote their attendance at the Event and will be provided with social media collateral/posters etc. by the Town.
10. Amusement Operators are required to provide the Town with any promotional material generated by the Amusement Operator, for approval by the Town prior to distributing to the public.
11. Changes to Amusement requirements including the Notification of non-attendance must be emailed to the Town no later than Thirty (30) days prior to the Event.
12. Amusement Operators must follow any instructions given to them by the Town.
13. The Town reserves the right to refuse entry to any Amusement or demand an Amusement and/or Amusement Operator to immediately leave the Grounds.

AMUSEMENT PAYMENT, CANCELLATIONS AND REFUNDS

14. Amusement payment information will be distributed to accepted Amusement Operators from Monday 1st July.
15. Charges for Amusements are as per the below:
 - a) Amusements are charged \$10 per 1m frontage. *Fees and charges are subject to adoption by the Town of Port Hedland for the 2025-2026 Financial Year*
16. Accepted Amusement Operators will have twelve (12) days commencing Monday 1st July, to make payment of Amusement fees. Amusement Operator attendance is only confirmed once fees have been received within the indicated timeframe.
17. Notification of non-attendance is required with an explanation provided, in writing to the Town.
18. Once Amusement applications are confirmed, should Amusement Operators cancel fourteen (14) days or more prior to the Event, they will be entitled to a full refund of their Amusement fees, excluding any applicable processing fees.



19. Once Amusement applications are confirmed, should Amusement Operators cancel thirteen days (13) days or less, prior to the Event, refunds will be at the Town's discretion.

20. Amusement Operators will be refunded twenty-eight (28) days after confirmation of refund is provided to the Amusement Operator by the Town.

AMUSEMENT BUMP IN AND PRESENTATION

21. Amusement Operator Event bump in is available between Tuesday 22nd July - Thursday 24th July, with Grounds access between the hours of 9:00am - 4:00pm. Amusements must be set up by 9am Friday 25th July for *Certificate of Structural Adequacy* to be completed. Amusement Operators will be refused access outside of the bump in timeframes with external event gates locked.

22. Amusement Operators are required to arrive within their bump in time confirmed in writing by the Town. If Amusement Operators are unable to arrive at their agreed time, Amusement Operators must advise the Town prior to their initial bump in time.

23. Amusement Operators that require additional space for bump in, must arrive by 4:00pm, Wednesday 23rd July. The Town cannot guarantee that additional space will be available for Amusements arriving outside of this time.

24. For safety, appropriate clothing must be worn by all staff/volunteers assisting with bump in. This includes hi-vis vests/shirts (or similar), enclosed footwear (at a minimum), no loose clothing and no dangling jewelry.

25. The Town will not allow into the Grounds any vehicle which may cause damage to the roadways or any other part of the grounds. This will be determined by size and weight of the vehicle.

26. Amusement requests will be considered, however cannot be guaranteed.

27. Amusements must be erected in allocated positions with displays kept within the allocated space, including guy ropes, supports and fencing etc.

28. Amusement Operators are to provide their own equipment and are responsible for erecting and dismantling their own Amusements.

29. All marquees are to be weighted in line with marquee manufacturer's structural adequacy requirements (10kg per leg at a minimum). The Town has the right to request Amusement Operators dismantle their marquees if weight is insufficient.

30. Stakes may not be driven into the ground in some Grounds due to reticulation. Amusement Operators are encouraged to have sufficient weights on hand in the case stakes are not permitted.

31. Amusement Operators must ensure that all electrical work on their site/s is carried out by a licensed electrical contractor in compliance with Australian Standards AS3000, AS3001 and AS3002.

32. As per the Health (Public Buildings) Regulations 1992, all electrical extension cords and portable electrical equipment must be tested and tagged at 12-month intervals in accordance with AS/NZS 3760:2022 In-service safety inspection and



testing of electrical equipment and RCD's. New equipment requires a tag to define when it was brought into service. Electrical equipment that is not compliant must not be use for the Event.

- 33. Group or Company trading name must be clearly marked on the Amusement.
- 34. Amusements must be cleaned and in an attractive condition 30 minutes prior to the official opening time each day of the Event.
- 35. Should an Amusement's bump in/bump out requirements result in the necessity to bring additional machinery onsite, such as trucks, forklift, crane etc. Amusement Operators are required to inform the Town as soon as possible. The Town will then work with the Amusement Operator to ensure appropriate risk management process and paperwork, such as Safe Work Method Statement, Job Hazard Analysis etc. is in place and adhered to. Failure to alert the Town or undertake appropriate risk management processes may result in Amusement Operators being denied access to the event site.

CAMPING

36. Should Amusement Operators elect to access free onsite camping, they acknowledge that the following applies:

- a) Fully self-contained vehicles only (toilet, shower and wastewater tanks must be internal and an integrated part of the vehicle).
- b) This includes Caravans, motorhomes, Campervans, converted busses.
- c) Camping with the use of tents, camper trailers, swags, vans and other vehicles without the above self-contained requirements met will not be permitted.
- d) All wastewater (black and grey) must be collected through the internal wastewater storage tanks and disposed of at an approved dump point.
- e) No admissions of any wastewater (black, grey and including sinks or rinse water) to land are permitted.
- f) All waste must be disposed of in provided waste receptacles in a timely manner and not stored at the camping location for disposal later.
- g) All campers will follow any directions provided by Town Authorised Officers.
- h) Failure to comply with any of the conditions of use will result in the camper being directed to leave the site.

AMUSEMENT OPERATION

37. Event hours are:

- a) Friday 25 July, 5:00pm — 10:00pm.
- b) Saturday 26 July, 11:00am — 10:00pm.

38. Overnight security will be on the Grounds however, all stock and equipment left in the Amusement is at the Amusement Operator's risk and the Town accepts no responsibility in this regard. We strongly advise that stock and valuables are secured or removed overnight.



- 39. Early/late trading outside the Event hours is prohibited.
- 40. There must be at least one (1) person allocated with overall responsibility at each Amusement during trading hours.
- 41. All Amusement Operators are responsible for the cleanliness of their sites/s and their immediate areas. Amusements are to be kept clean and free of rubbish. All items such as boxes, crates or canisters shall be screened or covered from public view.
- 42. Amusement Operators must comply with the provisions of the Work Health and Safety Act 2020 and Work Health and Safety Act (General) Regulations 2022 and any applicable local laws or directions from the Town to ensure the health, safety and well-being of all whom come in contact with their site.

AMUSEMENT CLOSE AND BUMP OUT

- 43. There is strictly no vehicle movement in the event space until 10:00pm at the earliest on both evenings. The Town will give the final all clear for vehicle movement to occur.
- 44. For safety, appropriate clothing must be worn by all staff/volunteers assisting with bump out. This includes hi-vis vests/shirts (or similar), enclosed footwear (at a minimum), no loose clothing and no dangling jewellery.
- 45. Amusement Operators acknowledge that any bump out undertaken on Saturday evening must not produce noise emissions which disrupt onsite campers.
- 46. Amusement Operators are required to remove all materials (including zip ties) from their sites and waste/recycling and grey water and leave it tidy and clean. Waste and recycling must be placed into appropriate skip or SULO bins before final departure. Please be respectful of other Amusement Operators and ensure cardboard boxes etc. are crushed and placed in appropriate skip bins. Amusement Operators that do not leave their sites clean, will not be accepted to trade at future events.
- 47. Amusement Operators are required to depart the Grounds by the bump out time confirmed in writing by the Town on either Sunday 27th July or Monday 28th July.

TRAFFIC MANAGEMENT AND PARKING

- 48. Amusement Operators are to familiarise themselves with the Event maps and must stop at the indicated Stop Here locations on the map and wait for Town staff to direct them to their site.
- 49. Amusement Operator vehicles must not enter the Grounds area without being accompanied by Town. This applies to any support vehicles.
- 50. Limit of one (1) support vehicle per Amusement in the Grounds during event bump in/out to minimise traffic congestion.
- 51. When travelling in and around the Grounds, a speed limit of 8km/hr (or walking pace) must always be adhered to by all vehicles.
- 52. Under no circumstance should vehicles be parked in other Amusement sites.
- 53. Unless prior arrangements are in place, vehicle movement is prohibited in the Grounds between 4:00pm, Friday 25th July — 10:45pm, Saturday 26th July.



54. Amusement Operators requiring vehicle movement within the above time period, are required to park their vehicles in the designated Amusement Operator parking.

55. All vehicles must be removed from the event area 1 hour prior to the Event.

Exception for vehicles included in Amusement display e.g. car display.

56. A loading zone will be in place during Event hours. Amusement Operators are encouraged to arrange pick up/drop off of any additional supplies from this location.

REGULATIONS AND INSURANCE

57. Amusement Operators must maintain and provide to the Town:

Public Liability Insurance	Public liability insurance covering the legal liability of the contractor and the contractor's Personnel arising out of the Services for an amount of not less than \$20 million for any one occurrence and unlimited in the number of occurrences happening in the period of insurance.
Workers' Compensation	Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981</i> (WA), including cover for common law liability for an amount of not less than \$50 million for any one occurrence in respect of workers of the Contractor. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the <i>Workers' Compensation and Injury Management Act 1981</i>
Motor Vehicle Insurance	Motor vehicle third party insurance covering legal liability against property damage and bodily injury to, or death of, persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used in connection with the Products and / or Services for an amount of not less than \$30 million for any one occurrence or accident.
Compulsory Third Party	Compulsory third-party insurance as required under any statute relating to motor vehicles used in connection with the Services.

58. Amusement Operators and their staff/volunteers will at all times comply with the rules and regulations of the Event including those contained in any pre-event email correspondence and will abide by all instructions issued by the Town.

59. Amusement Operators must promptly report any accident or incident to the Town, including in relation to any property damage; illness accident or personal injury; matters concerning the health, safety or security of the public; hazards and near misses.

COVID-19

60. Amusement Operators agree to comply with all Government directions, mandates and requirements which are in effect at the time of the relevant event.

LIABILITY

61. The Town will not be responsible for any accident which may be caused through or by the Amusement Operator or which may happen in connection with their business; nor for the loss or damage to any goods or property including as a result of using onsite electrical installations. The Amusement Operator shall deem the Town harmless and indemnify it against any legal proceedings arising from any such accident.



62. Any damage done to the roads, Ground, buildings or equipment by the Amusement Operator must be made good by the Amusement Operator to the satisfaction of the Town.

63. The Town will not be responsible for any loss or mis-delivery of exhibits/items at the Event or for any damage done there to. Amusement Operators are responsible for insuring their own property and stock.

64. Amusement Operators must comply with statutory insurance requirements including, but not limited to, Public Liability Insurance and Workers' Compensation Insurance.

65. The Town cannot be held responsible for cancellation of the Event due to unavoidable cancellation, abandonment, disruption or rescheduling of the Event for items such as adverse weather, Civic Commotion, extended terrorism, National mourning for Heads of State aged over 65 and non-appearance of individuals, groups or teams, as per the Town's Insurance Policy.

EVENT CANCELLATION

66. The Town will inform confirmed Amusement Operators via email of Event cancellation with as much notice as possible.

67. Under no circumstance will Amusement Operators distribute cancellation emails from the Town to their social media pages/websites.

68. If Amusement Operators wish to advise their customers of the changes, this must only be done so through utilising promotional materials provided by the Town or sharing Town social media posts and/or website updates.

69. If the Event is cancelled by the Town, Amusement Operators are entitled to a full refund of their Amusement fee, excluding any applicable processing fees.

70. Amusement Operator fees will be refunded twenty-eight (28) days after cancellation email is distributed to Amusement Operators by the Town.

OTHER

71. Amusement Operators acknowledge that Town events are alcohol and other drug free, unless specified by the Town.

72. Amusement Operators consent to any photographs/videos taken of their staff/volunteers and/or Amusement to be used by the Town in its sole unfettered discretion.

73. Amusement Operators agree to provide daily revenue updates regarding their trade at the Event. Amusement Operators are not requested to provide profit margins. The collection of this economic data will help inform event reporting and support requests for this key event in Hedland.

74. Information provided for the purpose of registering for this Event will be collected, used and disclose in accordance with the relevant privacy laws.



75. Amusement Operators found in breach of any of the Terms and Conditions outlined within this document risk exclusion from future events, at the sole discretion of the Town.