



STALL TERMS AND CONDITIONS

Spinifex Spree Carnival 2026

1. INTRODUCTION

1.1 Inclusion in the Spinifex Spree Carnival 2026 is by submission of the stall application form and acceptance at the sole discretion of the Town of Port Hedland and Chaos Theory Events.

1.2 Stalls trading at the Event, agree to be bound by these Terms and Conditions.

1.3 The Town and Chaos Theory Events 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 on the application form.

2. DEFINITIONS

2.1 Event means the Spinifex Spree Carnival 2026

2.2 Chaos Theory Events means Chaos Theory Events staff and contractors

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

2.4 Grounds means the Town Oval, McGregor Street, Port Hedland WA 6721 including event area and back of house areas

2.5 Stall means a temporary structure set up to sell and/or display goods and/or services

2.6 Stallholder means someone who sells and/or displays good and/or services at a stall

3. PRODUCTS

3.1 Stallholders must follow [Stage 1 and 2 regulations of the Western Australia's Plan for Plastics](#)

3.2 Stallholders 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, stalls will not be allowed to sell, distribute, use or offer as prizes any of the following items:

3.2.1 chemical sprays, silly string, stage door streamers or other similar spray projecting materials, pepper sprays

3.2.2 toys with firing ability, including water pistols, nerf guns or laser's etc.

3.2.3 explicit t-shirts, DVD's, CD's, magazines, books and videos

3.2.4 knives or any other sharp implements which could be construed as weapons

3.2.5 water bombs or stink bombs

3.2.6 fireworks including sparklers

3.2.7 smoking implements or paraphernalia, including imitation or electronic cigarettes

3.2.8 stun pens

3.2.9 any illegal or offensive items, good, article, publication or material

3.2.10 any other item, good, article, publication or material which may by its use or operation cause alarm or distress to any person or animal.

3.3 If the Town and Chaos Theory Events, at their sole discretion considers that any item, good, article, publication or material being exhibited, sold, distributed, used or offered as a prize by a Stallholder is unsuitable, objectionable or offensive, that Stallholder must after a request from the Town and Chaos Theory Events 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.

3.4 Stallholders must allow the Town and Chaos Theory Events to inspect any items brought into the Event.

3.5 The Town and Chaos Theory Events may inspect stalls, request permits, and issue lawful directions at any time. Non-compliance with lawful directions may result in suspension or closure of the stall without refund.

3.6 The Town reserves the right to immediately suspend or close any stall that presents a safety risk, breaches legislation, fails to comply with Event Stall Terms and Conditions, or does not follow lawful instructions. No refund will apply in such circumstances.

4. STALL APPLICATION AND ATTENDANCE

4.1 Stall applications for food/beverage close at 3:00pm AWST, Friday 5 June 2026 with remaining stall applications closing at 3:00pm AWST, Friday 10 July 2026. The Town and Chaos Theory Events have the right to close applications earlier if capacity is filled prior to the deadline.

4.2 Stallholders will be notified of their stall acceptance via email by Chaos Theory Events. Stalls not accepted will be offered a position on a waitlist.

4.3 Stallholders are provided with the space and power for the Event for which they have indicated on their application form, or as confirmed, in writing with Chaos Theory Events prior to the Event.

4.4 Site allocations will be at the discretion of the Town and Chaos Theory Events and can be changed at any time prior to stall setup.

4.5 Stallholders are encouraged to promote their attendance at the Event and will be provided with social media collateral/posters etc. by the Town and Chaos Theory Events.

4.6 Stallholders are required to provide the Town and Chaos Theory Events with any promotional material generated by the Stallholder, for approval by the Town and Chaos Theory Events prior to distributing to the public.

4.7 Changes to stall requirements must be emailed to spinifexspree@chaostheoryeventspert.com.au no later than twenty-one (21) days prior to the Event.

4.8 Stallholders must follow any instructions given to them by the Town and Chaos Theory Events.

4.9 The Town and Chaos Theory Events reserves the right to refuse entry to any stall or direct a stall and/or Stallholder to immediately leave the Grounds.

4.10 Stallholders agree to provide daily gross revenue totals each day of trading when requested during the Event. Reporting is limited to location, category, frontage/depth and total gross revenue. Failure to provide required economic data may impact eligibility for future events.

4.11 Stalls requiring anything beyond a basic weighted marquee setup or food truck are considered to be non-standard setups and must send Chaos Theory Events a detailed site plan for their stall setup. Depending on stall setup requirements a JHA, SWMS or other risk assessment may be needed.

4.12 Documentation for non-standard setups must be provided within fourteen (14) days of completing the application form. Failure to do so may result in refusal to trade or requirement to revert to a standard set up at the Stallholder's expense.

4.13 Failure to alert the Town and Chaos Theory Events or undertake appropriate risk management processes may result in stallholders being denied access to the event site.

5. STALL PAYMENT, CANCELLATIONS AND REFUNDS

5.1 Stall payment information will be distributed to accepted Stallholders from the following email address spinifexspree@chaostheoryeventspert.com.au

5.2 Excluding Community Organisations as defined by the Australian Taxation Office and Government Agencies (which are free of charge), charges for stalls are based on their location, category, and frontage/depth as per the below:

5.3 STALL DESCRIPTION BREAKDOWN

5.3.1 Local – Port Hedland based businesses only (business address must be in the Town of Port Hedland local government area).

5.3.2 Retail/Business – Art, craft and general businesses.

5.3.3 Food & Beverage — excluding stalls selling pre-packed items such as jerky, liquorice etc.

5.3.4 Community Group / NFP – Volunteer groups, Schools, charities etc.

5.4 SPINIFEX SPREE CARNIVAL 2026 FEES

Stall Type	Frontage	2026 Early Bird Pricing. Paid prior to July 1, 2026	2026 Full Fee If paid after July 1, 2026 (Pending Adoption)	Unit
Community Groups	-	Free / Exempt	Free / Exempt	Per stall
Retail stallholder (Local)	3m	\$51.50	\$53.00	Per stall
Retail stallholder	3m	\$196.00	\$201.50	Per stall
Retail stallholder	6m	\$237.00	\$244.00	Per stall
Retail stallholder	9m	\$278.00	\$286.50	Per stall
Retail stallholder	12m and above	\$319.50	\$328.50	Per stall
Food vendor	3m	\$268.00	\$276.00	Per stall
Food vendor	6m	\$309.00	\$318.00	Per stall
Food vendor	9m	\$350.00	\$360.50	Per stall
Food vendor	12m and above	\$391.50	\$403.00	Per stall

5.5 Stall attendance is only confirmed once fees have been received. Failure to pay stall fees prior to the event will result in refusal to bump in/admittance to the Grounds.

5.6 Once stall applications are confirmed, should stallholders cancel twenty-one (21) days or more prior to the Event, they will be entitled to a full refund of their stall fees, excluding any applicable processing fees.

5.7 Once stall applications are confirmed, should Stallholders cancel twenty days (20) days or less, prior to the Event, refunds will be at the Town and Chaos Theory Events' discretion.

6. STALL BUMP IN AND PRESENTATION

6.1 Event bump in will occur on Thursday 23 July 2026 between the hours of 9:00am— 4:00pm and Friday 24 July 2026, 8am — 3:00pm.

6.2 Stalls must be set up by 4:00pm on Friday 24 July. Stallholders will be refused access outside of the bump in timeframes with external event gates locked.

6.3 Stallholders are required to arrive within their allocated time chosen on their application form. If Stallholders are unable to arrive at their allocated time, Stallholders must advise the Town and Chaos Theory Events prior to their initial bump in time.

6.4 Stallholders that have requested additional space for bump in, must arrive by 2:00pm, Thursday 24 July. The Town and Chaos Theory Events cannot guarantee that additional space will be available for stalls arriving outside of this time.

6.5 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 jewellery.

6.6 The Town and Chaos Theory Events 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.

6.7 Stall requests will be considered, however cannot be guaranteed.

6.8 Stalls must be erected in allocated positions with displays kept within the allocated space, including guy ropes, supports and shades etc.

6.9 Stallholders are to provide their own equipment and are responsible for erecting and dismantling their own marquees and stalls. All stalls must have shelter and sufficient lighting.

6.10 All marquees are to be weighted in line with marquee manufacturer's structural adequacy requirements (10kg per leg at a minimum).

6.11 The Town and Chaos Theory Events have the right to request stallholders dismantle their marquees if weight is insufficient.

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

6.13 Stallholders must provide their own extension leads (minimum length of 20 meters), which must be heavy-duty cables.

6.14 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.

6.15 Access to power will be available from 12 noon on Friday 24 July 2026 — 9:00am Sunday 26 July 2026.

6.16 Group or Company trading name must be clearly marked on the stall.

6.17 Stalls must be cleaned and in an attractive condition 30 minutes prior to the official opening time each day of the Event.

6.20 Failure to alert the Town and Chaos Theory Events or undertake appropriate risk management processes may result in stallholders being asked to depart the Grounds.

7. STALL OPERATION

7.1 Event hours are:

7.1.1 Friday 24 July 2026, 5:00pm — 10:00pm

7.1.2 Saturday 25 July 2026, 11:00am — 10:00pm

7.2 Stallholders are required to depart the Grounds by 10:00am, Sunday 26 July 2026.

7.3 Stallholders have the option to pack down from 8:00pm on both days. However, the Grounds will remain open to attendees until 10:00pm on both days.

7.4 Overnight security will be on the Grounds; however, all stock and equipment left in Stalls is at the Stallholder's risk and the Town and Chaos Theory Events accepts no responsibility in this regard. We strongly advise that stock and valuables are removed overnight.

7.5 Early/late trading outside the Event hours is prohibited.

7.6 There must be at least one (1) person allocated with overall responsibility at your stall during trading hours.

7.7 Microphones/megaphones, PA systems or similar are not to be used by Stallholders.

7.8 All Stallholders are responsible for the cleanliness of their sites/s and their immediate areas. Stalls 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.

7.9 Stallholders 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 and Chaos Theory Events to ensure the health, safety and well-being of all whom come in contact with their site.

8. STALL CLOSE AND BUMP OUT

8.1 Stallholders have the option to cease trading from 8:00pm on both evenings.

8.2 There is strictly no vehicle movement in the event space until 10:45pm at the earliest on both evenings. The Town and Chaos Theory Events will give the final all clear for vehicle movement to occur.

8.3 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.

8.4 Stallholders are required to remove all materials (including zip ties, waste/recycling, oils and grey water) from their sites and leave it tidy and clean. Waste and recycling must be placed into appropriate skip or SULO bins before final departure, and any cooking oils or combustible waste removed & disposed of appropriately off site.

8.5 Please be respectful of other Stallholders and ensure cardboard boxes etc. are crushed and placed in appropriate skip bins. Stallholders that do not leave their sites clean, will not be accepted to trade at future events.

8.6 Stallholders are required to depart the Grounds by 10:00am, Sunday 26 July.

9. TRAFFIC MANAGEMENT AND PARKING

9.1 Stallholders are to familiarise themselves with the Event maps and must stop at the indicated 'stop here' locations on the map and wait for Town and Chaos Theory Events staff to direct them to their site.

9.2 Stallholder vehicles must not enter the Grounds area without being accompanied by Town and Chaos Theory Events staff. This applies to any support vehicles.

9.3 Limit of one (1) support vehicle per stall in the Grounds during event bump in/out to minimise traffic congestion.

9.4 When travelling in and around the Grounds, a speed limit of 8km/hr (or walking pace) must always be adhered to by all vehicles.

9.5 Under no circumstance should vehicles be parked in other Stall sites.

9.6 Unless prior arrangements are in place, vehicle movement is prohibited in the Grounds between 4:00pm, Friday 24 July — 10:45pm, Saturday 25 July.

9.7 Stallholders requiring vehicle movement within the above time period, are required to park their vehicles in the designated Stallholder parking. Stallholders must not park in the main event parking at any time as it can disrupt the layout and traffic management of event attendees.

9.8 All vehicles must be removed from the event area 1 hour prior to the Event. Exception for vehicles included in Stall display e.g. car display.

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

10. REGULATIONS AND INSURANCE

10.1 Stallholders must maintain and provide to the Town and Chaos Theory Events:

10.1.1 A Certificate of Currency for Public Liability Insurance to a minimum of \$10 million

10.1.2 If applicable, a Certificate of Currency for Workers' Compensation Insurance in relation to any staff employed by the Stallholder at the Event

10.2 Stallholders 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 and Chaos Theory Events.

10.3 Stallholders must promptly report any accident or incident to the Town and Chaos Theory Events, 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.

11. ADDITIONAL TERMS FOR FOOD/BEVERAGE STALLS

11.1 Food/Beverage Stallholders must comply with the provisions of the Food Act 2008 and Regulations 2009, Australia New Zealand Food Standards Code and any applicable local laws or directions from the Town and Chaos Theory Events to ensure the health, safety and well-being of all whom come in contact with their Stall.

11.1.2 Approved food vendors must apply for a Trading in Public Places License with the Town of Port Hedland. To apply for the permit, you must submit all required documents alongside the Trading in Public Places Application:

- Food Business Registration Certificate (from your local government authority).
- Food Handler Training certificate
- PL Insurance

11.2 Food/Beverage Stallholders acknowledge that as per the Tobacco Products Control Act 2006, there is no smoking in an outdoor eating area unless the place in which the person is smoking is a smoking zone.

11.3 Food Permit fees will be waived by the Town.

11.4 Stallholders must have and provide details of their own fire safety equipment (fire extinguisher/ fire blanket) in order to trade at the Event.

11.5 It is a requirement of the Town and Chaos Theory Events that all Food/Beverage Stalls use drip trays, tarps for oil, mats to provide protection to the Grounds at the Event. A check may be made before the event to ensure these materials are in place. All food bits must be removed from the Grounds in and around your stall, at all times.

11.6 Stallholders providing alcohol tastings/samples are required to:

11.6.1 submit a Form 1- Application to Consume Alcohol on a Council Facility or Reserve

11.6.2 provide a copy of their Liquor License or;

11.6.3 outline the situation where the sale, supply and consumption of liquor is exempt from the application of the Liquor Control Act 1988

12. COVID-19

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

13. LIABILITY

13.1 The Town and Chaos Theory Events will not be responsible for any accident which may be caused through or by the Stallholder 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 Stallholder shall deem the Town and Chaos Theory Events harmless and indemnify it against any legal proceedings arising from any such accident.

13.2 Any damage done to the roads, Ground, buildings or equipment by the Stallholder must be made good by the Stallholder to the satisfaction of the Town and Chaos Theory Events.

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

13.4 Stallholders must comply with statutory insurance requirements including Public Liability Insurance and Workers' Compensation Insurance, if applicable.

13.5 The Town and Chaos Theory Events 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.

14. EVENT CANCELLATION

14.1 The Town and Chaos Theory Events will inform confirmed Stallholders via email of Event cancellation with as much notice as possible.

14.2 Under no circumstance will Stallholders distribute cancellation emails from the Town and Chaos Theory Events to their social media pages/websites.

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

14.4 If the Event is cancelled by the Town, Stallholders are entitled to a full refund of their stall fee, excluding any applicable processing fees.

14.5 Stallholder fees will be refunded twenty-eight (28) days after cancellation email is distributed to Stallholders by the Town and Chaos Theory Events.

15 CAMPING

15.1 Should Stallholders elect to access free onsite camping; they acknowledge that the following applies:

15.2 Only fully self-contained vehicles will be permitted to camp onsite. This includes caravans, motorhomes, campervans and converted busses etc. where the toilet, shower and wastewater tanks are internal and an integrated part of the vehicle.

15.3 Camping with the use of tents, camper trailers, swags, vans and other vehicles without the above self-contained requirements met will not be permitted.

15.4 All wastewater (black and grey) must be collected through the internal wastewater storage tanks and disposed of at an approved dump point. The closest approved dump point is located at Spoilbank Marina, Sutherland Street, Port Hedland WA 6721.

15.5 No admissions of any wastewater (black, grey and including sinks or rinse water) to land are permitted.

15.6 All waste must be disposed of in provided waste receptacles in a timely manner and not stored at the camping location for disposal later.

15.7 All campers will follow any directions provided by the Town.

15.8 Failure to comply with any of the conditions of use will result in the camper being directed to leave the Grounds.

16. OTHER

16.1 Stallholders acknowledge that Town events are alcohol and other drug free, unless specified by the Town and Chaos Theory Events.

16.2 Stallholders consent to any photographs/videos taken of their staff/volunteers and/or Stall to be used by the Town and Chaos Theory Events in its sole unfettered discretion.

16.3 Stalls agree to provide daily revenue updates regarding their trade at the Event. Stalls are not requested to provide profit margins or identify their business, however, will be required to indicate their stall type – retail/business, food/beverage or community/NFP – size, and whether they are a Port Hedland based or visiting stall. The collection of this economic data will help inform event reporting and support requests for this key event in Hedland

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

16.5 Stallholders 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 and Chaos Theory Events.