

# STALLHOLDER TERMS AND CONDITIONS OF TRADE

The following Terms and conditions apply to all stallholders who have received approval from Cumberland City Council to participate in the Event.

## 1. INSPECTION OF SITES

It is the responsibility of the stallholder to trade in accordance with any applicable Federal, State and Local Government laws, and where applicable, comply with the provisions of the *Food Act 2003* and the Australia New Zealand Food Standards Code. Council Environmental Health Officers will inspect stalls prior to and during the event, where considered necessary. If you are found to not be complying with legislative requirements during the event, please keep in mind that our team are within their rights to shut down your operations and/or seize food which is considered unsafe/unsuitable. Other enforcement action such as the issue of Penalty Notices (fines) may also be taken.

## 2. STRUCTURAL SAFETY

Stallholders using their own structures are required to secure such infrastructure to Australian Safety Standards and ensure structures are weighted. No pegging will be permitted at the venue. Stallholders may be asked to submit certification by a suitable qualified person (rigger or installer with sufficient experience) for any structure that does not require a building permit. The Events Team will inspect sites to ensure structures are safe and secure. Council is within its rights to reject a stallholder's involvement in an event due unsafe or inappropriate infrastructure.

## 3. ELECTRICAL SAFETY

Stallholders using power are required to bring their own electrical cables which must be tagged, tested and within date. Council will only supply the number of outlets as requested in the completed application. Electrical cords should not cross public access ways and must be fully secured. A qualified electrician will be on site to inspect electricals prior to event commencement. Double adaptors are prohibited. Stallholders may only use power boards with an overload cut-out switch. Any damage caused by electrical misuse or overconsumption will attract additional charges. Cumberland City Council are not responsible for any stallholder's faulty equipment.

## 4. SALE OF FOOD

Food vendors are required to conform to minimum safety standards. All food stallholders are required to register with Council as a Temporary Food Premises, and obtain a reference number, prior to applying to trade at Council events. The registration form can be found on Council's website. Food stall holders are required to pay a health inspection fee, and must ensure that the stall complies with:

- NSW Food Authority's [Guidelines for Businesses at Temporary Events](#);
- Council's [Guide for the design and operation of a food premises \(stall\)](#);
- *Food Act 2003* (NSW); and
- AS/NZS Electrical Standards.

Council also requires a copy of a recent inspection report from the relevant LGA. Food Trucks must include a copy of their local vehicle registration and most recent Council Health Inspection report (within the last 12 months) or a health inspection fee is applicable. Food vendors are required to pass an inspection on site to ensure operation meets Council's standards.

## 5. OTHER SALES

Sales of the following items are not permitted:

- Objects and publications containing offensive language
- Real or replica weapons and laser pointers
- Animals or live produce
- Adults only products
- Helium and foiled balloons, silly string and air horns
- Articles that could be dangerous to event patrons

## 6. APPROVED PRODUCTS AND/OR STALL ACTIVITIES

Stallholders are only permitted to provide stall activities and/or sell goods as approved in the stallholder acceptance letter. Any stallholder selling a restricted product during the event will be asked to cease selling and remove the product or they will be removed from site.

## 7. FOOD SAFETY

To help reduce the risk of food contamination, bacteria and prevent food poisoning and/or viruses spreading at the event, please ensure that you adhere to requirements and follow these practices:

- Wash hands before starting work and handling cooked or ready-to-eat food
- Wash hands after handling raw food and money, coughing/sneezing, removing waste
- Regular use of food grade sanitiser is required on food contact surfaces
- Use tongs and clean disposable gloves – do not use your hands to handle ready-to-eat food (we recommend you change gloves frequently between processes such as handling cooked or raw foods and when handling money)
- Ensure appropriate facilities are set up within your stall or mobile premises such as handwashing and sanitisation to enable food handlers to practice good hygiene. You must have warm running water and waste water container within your stall.
- Ensure you have safety barriers within your stall space when using heating facilities. i.e. sneeze guards
- Food handlers are appropriately trained in food hygiene practices and Food Safety Supervisors must reinforce hygienic practices. The Food Safety Supervisor certificate must be available during the health inspection.
- No smoking is permitted in your temporary food stall or mobile vehicle where food is being prepared and sold. Please refer to the *Smoke-free Environment Act 2000* and the *Smoke-free Environment Regulation 2016*.
- Food vendors should keep vigilant and ensure that food handlers within your stall or mobile food premises are fit for work and not ill.
- All foods are to be stored in conditions that protect it from deterioration and contamination. Cold food is to be stored at less than 5°C and hot food to be stored at above 60°C. It is a legal requirement for food vendors to have a digital thermometer in your temporary food premises to monitor temperatures for food deliveries, production, display and storage temperatures.
- You must provide adequate hot or cold storage facilities for potentially hazardous foods (for example: portable cool rooms, adequate supply of hot boxes and/or ice)
- Ensure all foods are appropriately labelled.
- It is recommended that each stall/mobile vehicle has a fire extinguisher and blanket

## 8. USE OF LPGAS

Food vendors using LPG at Council events should always read the manufacturer's operating instructions and ensure gas cylinders are:

- Not damaged or rusty
- Secured on a level, non-combustible surface.
- Stored externally and not blocking exits or accessible by the public.
- Not used where wind conditions exceed 10km per hour.
- Have supply hoses, joints and other connections in good condition.
- Placed away from heat and flames.

## 9. USE OF CHARCOAL

Food vendors using charcoal at Council events should ensure:

- Smoke from cooking is able to sufficiently dissipate so as not to cause an accumulation of smoke or odour within the stall/vehicle, or within high use customer/public areas.
- Used coal is disposed of in allocated bins as directed by Council staff and/or removed from event site.
- The *Smoke Free Environment Act 2000* requires enclosed public places in NSW to be smoke free. Food vendors need to take reasonable steps to prevent smoke in outdoor areas do not drift into smoke-free areas including outdoor dining areas.

## **10. ACCIDENTS, INCIDENTS AND RISKMANAGEMENT**

It is the responsibility of each stallholder to promptly report any incident to the on-site supervisor outlined in your event induction, including but not limited to:

- Property damage
- Illness, accident or injury
- Anti-social behaviour
- Lost children
- Any observed disruptive behaviour
- Any other issues raising concern for the health, safety or security of food vendors or the public.
- Hazards and near misses

## **11. PERSONAL SAFETY AND SECURITY**

Stallholders are required to maintain an appropriate level of personal safety and security. Council will not be liable for the loss of goods, cash or personal items, merchandise or damage to any goods including loss or damage as a result of on-site power failure. Stallholders must ensure that, at all times, their stall/mobile vehicles complies with all relevant work, health and safety legislation and the regulations and codes under those Acts; including but not limited to:

- *Work Health and Safety Act 2011*
- *Work Health and Safety Regulation 2017*
- *Workers Compensation Act 1987*
- *Workplace Injury Management and Workers Compensation Act 1998*

All stallholders are responsible for their own staff, equipment, supplies and materials and must ensure that all equipment including but not limited to gas appliances and cylinders are compliant with current and all relevant standards.

Stallholders must comply with emergency evacuation procedures as directed by Council, security and any other authority.

## **12. TRADE REQUIREMENTS AND CONSIDERATIONS**

- Payment of stallholder fees constitutes agreement by the stallholder to attend the event on the agreed dates. If unable to attend, stallholders must notify Council's Events Team.
- All stallholders are responsible for any equipment, displays, publications and catering equipment.
- All stalls must be set up and ready to trade by no later than 30 minutes prior to the commencement of the event. Stallholders must trade for the duration of the event.
- Vehicle movement is not permitted until the event has concluded and the site has been cleared.
- Stalls must be supervised by an adult at all times for the duration of the event.
- Stallholders must confine their equipment, displays and signs to the site area and keep all pathways and thoroughfares clear and unobstructed.
- All signage must directly relate to the products being sold. No commercial signs will be permitted.
- Stallholders are not permitted to share, sub-lease or assign site position without prior written approval from Council.
- No stallholder should refuse or fail to comply with any reasonable directive provided by Council's Events Team.
- Political parties are not eligible for participation as a stallholder.
- Council may ask you to incorporate event theming into your retail operations.
- No stallholder should behave in an improper manner or use language that is threatening or abusive to any other person.
- Stallholders must conduct business and stall activities with the Terms and Conditions outlined in this contract at all times. Cumberland City Council reserves the right to terminate this contract at any time if the stallholder breaches any of these terms and conditions. No refunds will be issued and all site fees paid will be forfeited.

## **13. SITE LOCATION**

Stallholders will be assigned infrastructure and/or power requirements as per completed application. Stallholders will be advised of their site positioning one week before the event.

Positioning is determined by Council's Events Team and cannot be changed.

Stallholders with genuine practical or logistical reasons for requesting a particular location may contact Council to discuss their request, however, please be advised that there is no guarantee of the position being allocated.

#### **14. LIGHTING**

Stallholders who have requested a Council-provided structure in their completed application will also be provided with a stall light where the event is held during the evening. Stallholders using their own infrastructure will be required to bring lighting where required.

#### **15. WASTE MANAGEMENT AND SUSTAINABILITY**

Stallholders are required to use vendor bins supplied at the event for all rubbish. A cleaning fee will be issued to stallholders who leave waste in stalls or beside bins as per Council's Fees and Charges. This includes oil spills, food scraps and any general waste. Cumberland City Council encourages all stallholders to be environmentally aware when planning their stalls and to purchase and use recyclable products.

The following items are banned:

- Balloons
- Single-use plastics including plastic straws, plastic serve ware, plastic utensils, plastic cups or single-use giveaways.
- Plastic bags
- Polystyrene

#### **16. PETS AND LIVESTOCK**

No pets and/or livestock are permitted onsite.

#### **17. AMPLIFIED MUSIC AND SOUND**

Public address systems, amplified music or sound will not be permitted without written approval from Cumberland Council prior to the event being held.

#### **18. COMPETITIONS**

Raffle and competitions may not be run at the event without written consent from Cumberland City Council.

#### **19. TRAFFIC**

Traffic management measures, such as road closures or reduced speed limits will be implemented at the discretion of Council. Stallholders are required to comply with requests and instructions as per direction from Council event staff and traffic marshals.

#### **20. EVENT SET-UP AND PACK-DOWN**

Successful applicants will be provided with detailed bump in/out instructions which must be adhered to. Failure to arrive later than your allocated bump-in time may result in changed location of site position or your position being cancelled. Stallholders must trade until the advertised closing time of the event. Early pack-up is not permitted and no vehicle movement can occur until the site has been cleared of patrons. Vehicles used for set up and pack down are not permitted on site unless they have permission to do so from Cumberland City Council.

#### **21. PROMOTION**

Council may engage event photographers to record activities at the event. Event stallholders consent to the use of any photos/videos taken to be used for promotional purposes.

#### **22. SALES**

Council is committed to the successful promotion and delivery of all event days. Cumberland City Council does not take responsibility for the level of sales that a stallholder may or may not achieve.

#### **23. LIABILITY AND INDEMNITY**

Cumberland City Council requires all stallholders to hold a current public liability insurance policy with a minimum of \$20,000,000 cover. Council is not liable for any injury, loss or damage incurred by a stallholder who trades at an event unless such injury, loss or damage is caused by negligence of Cumberland City Council. The stallholder agrees to indemnify Council against any liability for injury, loss or damage which may be incurred as a result of the stallholder trading at an event day. Stallholders must also have Worker's Compensation Insurance in accordance with the *Worker's Compensation Act 1987*. Applications will not be considered if a Public Liability Insurance certificate is not attached.

#### **24. STALLHOLDER FEES**

On notification of a successful application, stallholders will be provided with a tax invoice inclusive of GST.

Payment will be required from successful stallholders and is due prior to the event to confirm your stall or space. Failure to make payment by the due date will result in cancellation of your position. Please refer to your invoice for payment methods and note that no payment will be accepted on site. Payment of stallholder fees constitutes agreement by the stallholder to attend the event on the agreed date(s). Council fees are set each financial year and may vary per event.

## **25. EVENT CANCELLATION**

Council reserves the right to cancel the event in case of inclement weather and event safety conditions. Such cancellation is at Council's discretion. Proactive cancellation would occur 8 hours prior to the event being held in which case stallholders would receive relevant refund of fees. Reactive cancellation may occur under extenuating circumstances during the event as a risk mitigation measure. No financial compensation is offered or negotiable under these circumstances.

## **26. REFUND POLICY**

The stallholder agrees that they participate in the event at their own financial risk. Council's estimate on attendance is provided based on previous events. Any loss of income due to poor sales is not a basis for refund on fees. All cancellations by stallholders must be made in writing to Council's Events Coordinator. Council will not issue refunds where notice has not been provided five days prior to the event. An exemption may be possible in an emergency. However, this will be at the discretion of Cumberland City Council.

## **27. AMENDMENTS**

Council reserves the right to amend the Terms and Conditions and will notify stallholders of changes prior to them coming into effect.

**I acknowledge that I have read and understood the above terms and conditions.**

**Name:**

**Signature:**

**Date:**