



## GENERAL TERMS AND CONDITIONS FOR APPROVED STALLHOLDERS AT EVENTS

Note: Further Terms and Conditions may be obligatory for specific events.

### **Compliance**

Stallholders must comply with all laws which regulate the vending activity, including relevant legislation, regulations, New South Wales Food Authority Guidelines and Australian Standards including (without limitation) workplace health & safety, environmental and planning laws.

Stallholders must comply with Council's *'Requirements for the operation of a Temporary Food Stall'*, the NSW Food Authority's *'Guidelines for food businesses at temporary events'*, and the *'Requirements for Sausage Sizzles and BBQ's'*. These documents can be found on the North Sydney Council website via the following link:

[https://www.northsydney.nsw.gov.au/Business\\_Parking/Inspections\\_Regulations/Food\\_business/Food\\_Safety\\_Enforcement](https://www.northsydney.nsw.gov.au/Business_Parking/Inspections_Regulations/Food_business/Food_Safety_Enforcement)

### **Indemnity and Release**

The Stallholder shall hold harmless, release and indemnify, and keep released and indemnified, Council from and against all actions, suits, claims, demands, costs, charges and expenses for which Council, its servants, agents or employees may be held liable in respect of any loss, damage, accident or injury of whatsoever nature or kind and however sustained or occasioned and whether to property or persons in connection with the use of any stall by the Stallholder but for liability arising from any negligent act, default or omission, on the part of Council, its servants, agents or employees.

The Stallholder shall indemnify and keep indemnified Council from and against any loss, cost, expense, charge or liability of Council arising out of any breach by the Stallholder of any obligation under this agreement or otherwise arising out of, or in connection with, the conduct of the Stallholder or use of any stall by the Stallholder.

### **Public and Product Liability Insurance**

The Stallholder shall hold current public and product liability insurance and shall, prior to commencement of trading, submit to Council the certificate(s) of currency in respect of that insurance. The certificate(s) of currency shall have and clearly show the following attributes:

- Must provide their own Public and Product Liability Insurance of at least \$20,000,000. This minimum must be in Australian dollars (AUD) i.e, limit of indemnity of at least \$20,000,000 Australian/AUD20M for any single event of loss, injury or damage;
- The geographic scope of the policy must include Australia.
- Certificate of Currency must be sighted by Council's Events team.

**Workers Compensation Insurance**

If the Stallholder is obliged to hold a worker's compensation policy, then prior to commencement of trading the Stallholder shall submit to Council the certificate(s) of currency in respect of that insurance.

If the Stallholder is not obliged to hold a worker's compensation policy, a written statement shall be submitted to Council confirming the Stallholder:

- (a) operates as a sole trader or a partnership
- (b) employs no workers or subcontractors
- (c) has no obligation to hold a worker's compensation insurance policy.

**Work Health & Safety / Risk Management**

All Stallholders are expected to comply with WH&S and Risk Management Procedures during all stages of the event.

Stallholders may also be required to complete and submit a Safe Work Method Statement (SWMS), Material Safety Data Sheet (MSDS), requested to wear Personal Protective Equipment (PPE) and undergo an Induction or Food Safety Inspection.

**Cleaning and Waste**

Stallholders are responsible for removing all garbage from their stall area. No oils, pollutants or other waste may be disposed of down any drains or culverts. All liquid and solid waste is to be placed in containers and removed from the site and then lawfully disposed of.

**Damage to public parks or grounds**

Any damage to assets (including park grounds, plants, footpaths, signage, bubblers, sprinklers, taps, power posts, toilets, bollards, or any infrastructure) caused by Stallholders will be required to be reinstated to its original condition. The onus is on the Stallholder to ensure their staff adhere to the conditions set by Council and to repair any damage. Pegging of stalls is not permitted in Council parks, only weights are permitted.

**Stallholder Payment**

Stallholders must ensure payment for the event is made by the due date. Payment can be made by cash, cheque or credit card in person at the North Sydney Council Customer Service Centre located at 200 Miller Street, North Sydney. Failure to make payment may result in prohibition from trading.

**Disclosure of units sold**

Stallholders may be requested to provide a summary of units sold per event to Council.

**Packaging**

All Stallholders must use packaging which is able to be composted [or recycled].

**Restricted Items**

The following items are not permitted to be sold, displayed or gifted at the event:

- weapons of any kind
- balloons
- glass
- silly string
- alcohol

**Power**

All electrical cables used must be heavy duty construction standards with current appliance testing and tagging.

**Gas**

Stallholders using gas bottles should ensure they are: properly labelled; stored away from sources of heat and ignition; properly sealed when not in use; transported securely and upright, and kept a minimum of two (2) metres from operating BBQ's. In addition, Stallholders must ensure: leaks and spills are controlled; the application of PPE is employed; first aid is present nearby and they aware where/when gas is switched on.

All LPG cylinders over ten (10) years old must clearly display compliance certificates for inspection.

Safety Data Sheet (SDS) has to be Australian and provided by the supplier. Supplier provided SDS must be available on site at work area. All LPG cylinders must also adhere to the Fire and Rescue NSW safety check list online at <https://www.fire.nsw.gov.au/page.php?id=716>

**Fire**

All Stallholders shall carry a fire blanket and/or fire extinguisher (Clause "B" Fire Systems - AS1848).

**Inclement Weather**

If any strike, act of God, inclement weather, or any other event beyond the reasonable control of either party occurs, which prevents you from participating in the event in full or in part, then it will be at your risk and Council will not be obliged to refund to you any part of the stallholder fee.

**Termination**

Council's Events team reserves the right to terminate the participation of any Stallholder at any time. Stallholders must comply with all requests made by the Council's Events Team or an authorised representative of North Sydney Council.