

2023 BEST GIFT MARKET

STALLHOLDERS TERMS & CONDITIONS

ELIGIBILITY CRITERIA

Stallholder applications from the following groups/organisations/individuals will not be accepted:

- Political parties; Candidates for election; Local Councillors; or State or Federal Members of Parliament.
- Organisations or groups solely or primarily in the business of selling any of the following items/articles:
 - illegal goods; weapons; illicit substances or drugs; tobacco and tobacco products; live animals; any goods which are illicit; or fake or illegal copies of designer goods.
- Note all stall holders are prohibited from displaying or selling the above listed items/articles, regardless of whether or not they are solely or primarily in the business of selling these products.
- Stallholder applications from locally based businesses may be given priority over other applications.
- You are only permitted to sell items/articles that you have identified in your application. If you are found to be selling or promoting items that in our opinion differ from what was identified or listed on your application your stall may be closed.
- Political parties, candidates for election and local councillors not be eligible to participate as a stallholder.
- We reserve the rights to accept or refuse any stallholder application at our sole discretion.

GENERAL STALLHOLDER INFORMATION

Applications that are incomplete or submitted without proof of current Public Liability insurance will not be processed. Due to space limitations we reserve the right to accept or refuse any stallholder application at our sole discretion.

Stall sites will be allocated by the Randwick Council's Team. You will be notified of your site location via email 5 days prior to the event date. Site allocations are final.

Photography: Your participation acknowledgment and agreement includes that applicants may be photographed or filmed / videoed at the event and that these images may be used by Council for promotional purposes.

Site Map	A final site map will be forwarded to successful stallholders prior to the event.	
Set up date	3 December	
Set up time	Stallholders will be advised of their specific bump in time based on stall location.	
Pack Up	3 December	from 6PM – complete by 8PM
Trading Hours	9AM	6PM

Vehicles must be clear from the site by 8PM. Stallholders are not permitted to trade outside of trading times.

SITE SAFETY AND MANAGEMENT

All vehicles escorted on and off the site by event staff, travelling at walking pace with hazard lights on. No vehicles are permitted on site during the event.

Tidy and safe stalls are the responsibility of the stallholder, this includes rectifying trip and slip hazards and ensuring that the marquee structure and equipment is set up safely and in accordance with the manufacturer's guidelines.

Pegging and weighting is NOT permitted on the site. Please ensure that your structures are erected in accordance with the manufacturer's guidelines and wind rating and that any moveable or light-weighted objects are safe and secure.

Electrical goods used must have current test and tag labels showing and be designed for outdoor use. All electrical equipment will be checked by the event organiser prior to the commencement of trading. Any non-compliant will be removed from the event site. The stallholder may have the opportunity to leave the site and replace the equipment with compliant wares.

Generators must be made inaccessible to public, earthed and storage of fuel in accordance with NSW guidelines.

Gas fired appliances used in the open should not have a gas bottle greater than 9 kg capacity, and the bottle should be secured so that it cannot be tipped over. Gas bottles must be pressure checked.

Fire and hotplates to be inaccessible to the public and have the correct type and positioning of fire fighting equipment. A fire extinguisher and fire blanket should be supplied in any vehicle or stall where cooking or heating processes take place. Operators should be able to extinguish small fires if needed. Fire safety equipment should be easily accessible. The extinguisher should be suitable for dealing with the type of combustible materials present and should be tested annually and have current tagging in accordance with Australian Standard 1851.

Waste packaging and boxes are to be removed from the site by stall holder. Please ensure that you manage your waste sustainably and responsibly. At the event we aim to minimise our contribution to landfill and ask that you respect and adopt our values. Our ultimate aim is to have a waste-free or low waste event where no rubbish ends up in landfill. This can be achieved by maximising recycling and by reducing packaging. Food vendors requiring and using water will have access to a shared sullage and potable water source. (see **Sustainable Events Checklist** for guidance) Note: Councils intention to ban single-use plastic items from January 1, 2019.

Food permits, licenses, conditions to be abided by at all times. No soft drinks on display.

We may assess your activity or site at any time and request that a risk or hazard is rectified. Failure to comply with our request may result in your stall being closed.

HIRED EQUIPMENT

All equipment hired on the application form must be paid for prior to the Stallholder application being approved. No additional equipment will be available for hire at the event.

All hired equipment to be left clean and in working order at the end of the event or a cleaning or repair fee may be issued to the stallholder. Any broken or faulty equipment to be lodged with the event organiser.

PRODUCTS AND SERVICES

You are only permitted to sell items that you have identified on the application. If you are found to be selling or promoting items that in our opinion differ from what was identified or listed on your application your stall may be closed.

The following items are prohibited for sale at the event: illegal goods, weapons, illicit substances, tobacco and tobacco products, live animals, any good which are illicit, fake or illegal copies of designer goods.

CANCELLATION AND COMPENSATION

You acknowledge that the event is an all-weather festival. We make no refunds or compensation of any kind in the instance of reduced sales, equipment or product damage.

In the event of extreme weather conditions, Randwick City Council reserves the right to cancel the event for safety and other unforeseeable reasons. Cancellation notification will be provided to stall holders in the most efficient and timely manner possible. Upto date contact details must be provided.

To the fullest extent permitted by law, we do not accept liability of any nature for acts, omissions, or default of those providing services in connection with the event or any liability for any injury, damage, loss, delay or additional expenses which are incurred at or in association with the event. Where legislation implies any condition or warranty which cannot be excluded or modified, that condition or warranty will be deemed to be included in this agreement. However, our liability for any breach of such condition or warranty will be limited, at our option, to the resupply of the services or the cost of having the services supplied again. In no event will we be liable for any indirect, consequential, exemplary or special damages.

By completing the stallholders application and / or participating in this event you acknowledge that neither we nor the event will be responsible for any loss or damage to your property (including personal property) that is either brought to or purchased at the event.

You will be liable for any loss or damage caused at the event by you or your employee's negligence.

We reserve the right to cancel or reschedule the event for any reason.

EVENT REFUND AND CANCELLATION POLICY

Should your circumstances change and you can no longer attend the event, you must notify Randwick City Council Events department no later than 30 days before the event. All cancellation notifications must be made in writing to sustainability@randwick.nsw.gov.au

- Cancellations made more than 30 days before the event will receive a 90% refund due to costs in processing your application.
- Cancellations made 30 to 20 days before the event will receive a 50% refund.
- Cancellations received less than 10 days before the event are not entitled to a refund.
- All eligible refunds will be processed after the event is held.

DEFINITIONS

'I, You' and 'Your' - refers to the stallholder as detailed in this application.

'We', 'Us', 'Our', and 'Event Organiser' - refers to Randwick City Council.

'The event' - refers to the Best Gift Market

'Illegal goods' - refers to goods or services that are considered illegal by a legislature. This includes trade that is strictly illegal in different jurisdictions, as well as trade that is illegal in some jurisdictions but illegal in NSW.

For the online form:

- ☐ I/we agree to and accept the terms and conditions contained within this document in its entirety.
- ☐ I/we agree to abide by and accept instructions from authorised Council staff on the day of the event.