



## **MARKET STALLS – TERMS AND CONDITIONS**

The Christmas in Pyrmont Market is a community event, to raise money for charity. Stallholders must help to ensure that the Christmas in Pyrmont Market is profitable, enjoyable and safe for everyone. This includes treating volunteers and customers with respect and complying with directions.

Please Note: Any stalls using a naked flame must have their own fire extinguisher.

### **Applications:**

Applications are made to the stall committee: [stalls@christmasinpyrmont.org.au](mailto:stalls@christmasinpyrmont.org.au)

Stalls are located at the discretion of the organisers, however every attempt will be made to accommodate requests for particular positions.

### **Insurance:**

Stallholders must have their own public liability insurance for the amount of \$10 million (please provide insurance policy number).

### **Market day:**

Bump in details will provided by 20<sup>th</sup> November

Marquees and tables will be erected securely and weighted or secured by the organisers. All equipment must be in good repair and operated in a safe manner.

All Stallholder equipment must remain within the stall site. For the safety of others, public access ways must remain clear at all times.

### **Payments:**

Payment of the stall hire fee must be made on acceptance of your application. Payment to be made directly to Pyrmont Community Bank:

- Cheque – make payable to Christmas in Pyrmont
  - Addressed to: Pauline Keyvar PO Box 102 Pyrmont 2009
  
- EFT to our bank account: Pyrmont Community Bank  
BSB: 633-000,  
Account number: 154980247

Cancellations may be made up to 4 weeks before the event, and the fee will be refunded. From 4 weeks to 48 hours before the event, cancellation will be accepted and a refund given only in exceptional circumstances. Within 48 hours of the beginning of the event, no refunds will be given.

**Adverse weather conditions:**

In the event of extreme weather conditions (i.e. heavy rain, high wind) the Market will not operate in the street or on the square. No refunds will be given.

The organisers will not be responsible for any loss, damage or injury due to adverse conditions.

**Products:**

Stallholders are not permitted to sell any item/items deemed by the organisers to be offensive, illegal or prohibited.

The Stallholder is responsible for ensuring all products comply with relevant Australian safety and compliance standards and are fit for purpose.

**Food stalls:**

It is the Stallholder's responsibility to apply to the City of Sydney Council and obtain and pay any registration required to trade as a food stall. Stallholders must supply copies of registration and a Statement of Trade (SOT) to the organisers before trading and also have all necessary documentation with them on the day. Food Stallholders must comply with any local / state / federal health regulations and food acts. See also separate checklist for food stallholders at the end of this document.

**Occupational Health and Safety:**

Stallholders are not permitted to drive vehicles within the Market area 1 hour prior and 15 minutes after the Market's advertised trading times.

Strictly, dogs must be on leash at all times in the entire event area.

**Waste Management:**

Stallholders are responsible to remove all waste from their stall. This includes waste left by customers and passers-by within the stall area.

**Sustainability Policy:**

Stallholders acknowledge it is the policy of the Market:

- To reduce packaging or use recycled or recyclable packaging
- To promote the disposal of all waste in an environmentally friendly manner
- To encourage patrons to use reusable bags by limiting the availability of plastic bags to customers.

**Power and gas equipment:**

Stallholders must ensure that:

- all gas appliances are approved and in date
- have a suitable fire extinguisher or fire blanket on site.

**Code of conduct:**

Stallholders must comply with all the terms of these regulations and any relevant local government and other statutory laws and regulations. Stallholders must report to the organisers any incident or accident to any person or property that involves loss or could give rise to a claim.

Stallholders must not cause damage, make alterations or additions to, or carry out works of any nature to the Market site property. If any damage is caused, the costs of any repairs, making good or replacement are borne by the Stallholder.

**Stallholder Indemnity:**

Without limiting the generality of any other provisions contained in these Terms & Conditions, the

Stallholder hereby indemnifies and holds the organisers harmless from and against all claims for loss arising in connection with or in relation to:

- The Stallholder's occupation of the Market.
- The sale or attempted sale of the products approved by the organisers, or any other products and services.
- Any injury or harm suffered by the Stallholder, its agents or employees;
- Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or part of any act or omission by the Stallholder.
- Any loss or damage to the Stallholder's property regardless of the cause of that loss or damage.
- The death of any person as a consequence, in whole or in part, of any act of omission by the Stallholder.
- Any breach of these Terms and Conditions by the Stallholder.
- Any legal costs incurred by the organisers as a result of the Stallholder's breach of these Terms and Conditions.
- Theft or damage of products, equipment or goods under the control of the Stallholder.
- Any journey by the Stallholder to and from the Market or damage or injury to any property or person.

**Disclaimer:**

The Stallholder acknowledges and agrees that the organisers make no warranty or representation in relation to or in connection with the Stallholder's occupation or use of the Market. Without limiting the generality of this clause, the Stallholder acknowledges and agrees that the organisers have made no warranty or representation to or in connection with:

- The prospects of the Stallholder for selling products at the Market.
- The Stallholder's access to people visiting the Market or the access those people have to the Stallholder.
- The existence or number of products that will compete with the products for the attention of the prospective buyers.
- The existence or extent of services and/or facilities of any kind at the Market.
- The position within the Market that each Stallholder will occupy.
- The suitability of the Market for any particular purpose or the existence of any latent or patent defect at the Market.
- The extent, if any, to which other visitors to the Market might interfere with the Stallholder's use of the Market.

- The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the organisers.
- The existence or extent of any security measures undertaken to protect the Stallholder, the Products and/or the Market against criminal activity; or
- The existence or extent of any security at the Market.

**Termination**

Any Stallholders who do not adhere to these Terms and Conditions may be asked to leave the Market immediately. If so requested, the Stallholder will leave forthwith.

**I/we accept these terms and conditions.**

**Signed:** \_\_\_\_\_

**Name of business:** \_\_\_\_\_

**Insurance policy number:** \_\_\_\_\_

**Date:** \_\_\_\_\_