

Warringah Chamber Market/Event Participation Term and Conditions 2019

Stallholder Terms and conditions

The Warringah Chamber of Commerce aims to provide a safe environment for members of the community during its events. It also aims to provide events that follow Northern Beaches Council's waste wise guidelines for the benefit of the environment.

By submitting your Application, you are also agreeing to comply with the Market/Event Participation Terms and Conditions. Please read these Terms and Conditions carefully. These Terms and Conditions form part of your agreement with The Warringah Chamber of Commerce.

If you fail to comply with the following regulations, you will be required to forfeit your stall allocation with no refund.

The Chamber reserves the right to refuse any stall application and to terminate a stallholder's participation at any time.

Warringah Chamber Market days is referred to in these terms and conditions as 'the event' and the Warringah Chamber of Commerce is referred to as 'the Chamber'.

Stall size:

- Stall size is 3 m x 3 m site unless otherwise stated.
Please Note: The Chamber does not have any equipment for hire. However a list of local event hire companies can be provided.
- No Stallholders will be permitted to have any support trailers, vehicles or other structures next to their allocated stall unless approved by the Chamber in advance.

Stall operation:

- Stallholder bookings are only open to businesses that trade in products that have been approved by the Chamber. Additional products for sale must be approved by the Chamber prior to it being displayed for sale. Any second-hand/used goods intending to be sold at any event need to be declared prior to the event day and approved.
- Stallholders must be ready to trade as per the guidelines provided prior to the event. This includes strict bump in and bump out times. Vehicles are to be parked in allocated spaces and not on event space.
- Stallholders must trade until the noted event closure time and must have vacated the site in accordance with the bump out guidelines. You must pack up your stall prior to bringing your vehicle onto the event space. Vehicles entering the park must be guided by marshals.
- Stallholders must bring with them their own equipment, including tent, weights for tent, table coverings, chairs, signage, etc.
- The use of power is on application only. Stall holders are advised to be self sufficient unless otherwise confirmed.
- All stallholders are responsible for cleaning up and making good any area they use for trading, including its vicinity. All rubbish is to be removed by the stallholder. Stallholders are **NOT** permitted to dispose of rubbish in the bins provided for the community.
- No stall shall be set up in such a way to create a danger to any person.
- All stallholders must trade from within their stall and are not permitted to set up outside of their stall to display products or signage or to hand out materials.
- Stallholders and their staff must comply with the instruction of Marshalls and contractors regarding the location they are to occupy and use of their site.

Stallholder bookings are open to businesses that trade in products that have been approved by the Chamber such as small businesses selling unique, hand-made or niche products. Preference will always be provided to Chamber members, then local business operators. Commercial businesses with general products and services would not fall into this category, although the Chamber will consider sponsorship agreements that involve a presence by the sponsor at the relevant event.

Where a stallholder has additional products for sale, these must be approved by the Chamber prior to them being displayed for sale.

Adverse weather:

- Events will be run 'rain, hail or shine' with the exception of cyclonic or extreme weather.
- There will be no refund of fees if you don't turn up to the event because of the weather or if the event is forced to close due to weather.
- The Chamber is not liable for any damage or loss that may result from a Stallholder's decision to trade in adverse weather.

Stall placement:

Stall positions are allocated at the discretion of the Warringah Chamber of Commerce.

Payment:

- Stallholder applicants must pay their stall fee on the due date of their invoice. Failure to pay the stall fee by the due date will result in the disapproval of your application.
- Stalls fees will only be refunded by the Chamber if your application is declined.
- If the Chamber approves your application, but you fail to comply with the stallholder regulations, you will be required to forfeit your stallholder allocation with no refund.

Site access:

- Access to events will be outlined in confirmations prior to the event.
- During bump in, all items should be dropped off and vehicles immediately removed. Please do not set up whilst leaving your vehicle on site.
- Sites should be fully packed down prior to vehicle access for bump out.
- Access to the site by vehicles will be guided by marshals.
- Hazard lights must be operating on your vehicle always when driving on the event space.
- Vehicles must not drive at more than 10 km/h when on the event site.

Sub-leasing:

- Under no circumstances are you permitted to sub-lease your site.

Public Liability Insurance:

- All stalls participating in the event must supply a current copy of their public liability Insurance with a minimum cover of \$10 million to the Warringah Chamber of Commerce prior to the event. The Chamber does not provide insurance for stallholders.
- No applications will be approved without the necessary insurance.

Waste and the Environment:

- Bins are provided onsite for members of the general public only. All stallholders are required to remove their own rubbish off site.

WH&S:

- All stallholders are expected to abide by all safety regulations and requirements to ensure that the event is a safe and WH&S compliant event. You are responsible for the WH&S training of yourself and your staff who are present.

Food Stalls:

- Food stalls need to have an Approval to Operate a Temporary Food Stall from Northern Beaches Council.
- Food stalls need to follow all Northern Beaches Council Food Requirements.
- Generators to be used should be no louder than 65 db. Silent/Inverter Generators are preferred.

Sustainability:

The Chamber encourages partners, stallholders and community to improve the environmental footprint of our events. Chamber aims to reduce water and energy consumption and minimize the impact of waste at the event.

Stallholders will need to comply with the following restrictions:

- Take all practical measures to avoid packaging and the generation of unnecessary waste from their stall.
- Promotional giveaways must provide sustainability benefit.
- Plastic and polystyrene products and packaging, including drinking cups, food containers, drinking straws and stirrers, cutlery plates etc. must not be distributed.
- Plastic bags, balloons, and plastic water bottles are not to be sold or given away.

For more information on the Northern beaches Council sustainability requirements, please go to: <https://www.northernbeaches.nsw.gov.au/sites/default/files/2017-237768-nbc-event-waste-management-guidelines.pdf>