

### GUIDELINES & CONDITIONS 2017

#### GENERAL

1. Stallholders agree to a one (1) month probationary period. Following this period, stallholders will attend and be invoiced each scheduled market week until notification of cancellation is received by the Festival and Events Team Leader (markets@willoughby.nsw.gov.au). This notification must be received at least two (2) weeks prior to the cancellation date.
2. Stallholders absent from the Chatswood Mall Market without prior notification must pay the full fee and may have their application revoked.
3. Stallholders requesting days off from the Chatswood Mall Market must submit their request in writing to Festival and Events Team Leader (markets@willoughby.nsw.gov.au) 1 week in advance. Applications for days off are approved on a case by case basis.
4. Council's decision on stall selection and location is final.
5. Stallholders are not permitted to use the chairs hired by Council. They must bring their own.
6. Images of stalls submitted by applicants or taken by Council may be used in Council's marketing material.
7. Council staff, other stallholders, retailers and members of the public are to be treated with courtesy and respect at all times. Rude, aggressive or antisocial behaviour will not be tolerated.
8. Council has the right to amend or add to the rules pertaining to and governing the Chatswood Mall Market at any time. Additions or amendments will be circulated in writing. Interpretation of Chatswood Mall Market Guidelines & Conditions by Council is final.

#### APPLICATIONS

9. All applications must include a completed application form, evidence of product AND public liability insurance and photos of the proposed products and/or menu. Where applicable, all food stall documents must also be included with the application. Failure to provide any one of these items will result in the application being dismissed.
10. The Chatswood Mall Market will not accept applications from political parties and organisations.
11. Promotional and corporate type stalls are approved and fees quoted on a case by case basis.

#### STALLS

12. All non-food stallholders will operate in covered stalls measuring 2.4m x 2.4m as supplied by Council, or apply to use their own marquee up to 3m x 3m, which is subject to Council approval. For occupational health and safety reasons, food stallholders may use the standard Council supplied stalls or their own marquee setup within 3m x 3m.
13. Stallholders are permitted to supply their own marquee cover in addition to the Council supplied stall to provide further protection during forecast adverse weather. These marquees must not exceed 3m x 3m.
14. Stallholders are to confine their operations to within the boundary of the stall area unless Council has given prior approval.

#### GOODS AND SERVICES

15. Stallholders are not to alter the type of merchandise sold from the items listed in their application form, without the written consent of Council.
16. Spruiking and microphones are not permitted.
17. No toy weapons are to be displayed or sold at any time
18. Council has the right to remove, without refund or recourse, any stallholder who misrepresents themselves or their product, either in their application or on the market site.
19. Signage may be used to identify the stallholder's business, products and current prices only. Sale and/or discount signage or advertising is not permitted.

#### FEES AND REFUNDS

20. Invoices are generated at the time of booking through Council's online booking system.
21. Stall fees are due one week before each market day. There is no refund for cancellations. Failure to pay prior to each market day will result in Council reallocating the stall.
22. Stall fees are payable if the stallholder cancels their placement with less than one weeks' notice.
23. If the Chatswood Mall Market is cancelled by Council for any reason, the stallholders will be credited the rental fee for use at the following market.

## Terms and Conditions

### ELECTRICAL APPLIANCES

24. Council will provide one (1) light per stall and one power board. Any additional appliances used on site must be listed on the application and approved by Council. . There may be a limit to the number or type of extra appliances permitted.

25. All electrical appliances (eg: radios, lights) need to be tagged and tested by a certified electrician at the stallholders expense.

26. A 10amp circuit is shared between two stalls, there is no additional power provided and generators are not allowed.

### CORRESPONDENCE WITH COUNCIL

27. All Chatswood Mall market Applications will be processed within two weeks of the full application being received.

### ACCESS AND TRADING

28. The Chatswood Mal Market will operate between the hours of 9am and 9pm. Stallholders must trade for this entire duration.

29. Vehicle access for bump in is between 7:30am and 9:00am from Victor Street only. A map and stall guide will be sent to all successful applicants. No vehicles are to be left on site and will be fined by Council rangers outside of these times. All vehicles are to be offsite by 9:30am

30. Stallholders must drive no faster than 5km/h and turn their hazard lights on whilst on site.

31. Stallholders must cease trading by 9pm. Power for lights and other appliances will be turned off at 9.30pm.

32. Vehicle access for bump out is from 9pm or when deemed safe by Council staff. No vehicles are to be left onsite overnight. All vehicles must be offsite by 10.30pm.

33. A parking pass for Council car parks will be provided for successful applicants to display on their vehicle during market days, with locations communicated to successful applicants. Any breaches may be fined by Council rangers.

### REFUSE AND GARBAGE

34. Stallholders must remove all rubbish and other materials from their stall site and leave the area clean and tidy at the conclusion of trading. Any stallholder found to be breaching these conditions may be fined by Councils Compliance Officers.

35. Stallholders must take all rubbish with them. Public garbage bins are not to be used by stallholders.

36. No oil, water or other liquid waste is to be poured into drains or garden beds. No cleaning of equipment at the conclusion of trading will be permitted. Fines will be issued for non-compliance.

### INDEMNITY AND INSURANCE

37. The stallholder indemnifies Willoughby City Council, its staff and contractors from any loss, damage or injury, actual or consequential , of whatever kind during the activities subject to this agreement.

38. During the activities subject to this agreement, the stallholder will be liable for any loss, damage or injury, actual or consequential, of whatever kind that is caused by the negligence of the stallholder, their staff, contractors or performers.