

## STALLHOLDER TERMS AND CONDITIONS OF TRADE (MARKET STALL) /EXHIBITORS

Terms & conditions of trade please read these terms and conditions carefully. By trading with ethnic bazaar Australia Pty Ltd, you agree to be bound by the terms and conditions below. These terms and conditions are subject to change without notice, from time to time in our sole discretion.

**Stall positions are allocated at the discretion of our event team.**

**There is no guarantee that you will have the same position at each event although we do consider requests on a case-by-case basis.**

### 1. INSPECTION OF SITES

It is the responsibility of the stallholder to trade in accordance with any applicable Federal, State and Local Government laws, and where applicable, comply with the provisions of the Food Act 2003 and the Australia New Zealand Food Standards Code.

Council Environmental Health Officers may inspect stalls prior and during the event. If found to not be compliant with legislative requirements during the event, Council staff are within their rights to shut down operations and/or seize food which is considered unsafe/unsuitable. Other enforcement action such as the issue of Penalty Notices (fines) may also be taken.

### 2. STRUCTURAL SAFETY

Stallholders using their own structures are required to secure infrastructure to Australian Safety Standards and ensure structures are weighted. No pegging will be permitted at the venue. Stallholders may be asked to submit certification by a suitable qualified person (rigger or installer with sufficient experience) for any structure that does not require a building permit. Council staff or **Ethnic Bazaar Australia Pty Ltd**'s team members may inspect sites to ensure structures are safe and secure. **Ethnic Bazaar Australia Pty Ltd** is within its rights to reject a stallholder's involvement in an event due to unsafe or inappropriate infrastructure.

### 3. ELECTRICAL SAFETY

Stallholders using power are required to bring their own electrical cables which must be tagged, tested and within date. The number of outlets cannot be changed. Electrical cords should not cross public access ways and must be fully secured. A qualified electrician may be on site to inspect electricals prior to event commencement. **Double adaptors** are prohibited. Stallholders may only use power boards with an overload cut-out switch. Any damage caused by electrical misuse or overconsumption will attract additional charges. **Ethnic Bazaar Australia Pty Ltd** is not responsible for any stallholder's faulty equipment.

### 4. SALE OF FOOD

Food vendors are required to conform to minimum safety standards. Food stallholders are required to pay a health inspection fee, and must ensure that their stall/mobile vehicle complies with:

- ❖ NSW Food Authority's [Guidelines for Businesses at Temporary Events](#);
- ❖ Council's [Guide for the design and operation of a food premises \(stall\)](#);
- ❖ Food Act 2003 (NSW); and
- ❖ AS/NZS Electrical Standards.

**Food vendors may be required to pass an inspection on site to ensure operations meet Council's standards.**

### 5. OTHER SALES

#### Sales of the following items are not permitted:

- ❖ Objects and publications containing offensive language.
- ❖ Real or replica weapons and laser pointers
- ❖ Animals or live produce
- ❖ Adults only products
- ❖ Helium and foiled balloons, silly string and air horns, stickers or similar merchandise which may adversely affect the environment by noise, air, land or water pollution.
- ❖ Products that infringe copyright laws or intellectual property rights
- ❖ Articles that could be dangerous to event patrons

### 6. APPROVED PRODUCTS AND/OR STALL ACTIVITIES

Stallholders are only permitted to provide stall activities and/or sell goods as approved by Ethnic Bazaar Australia Pty Ltd. Any stallholder selling a restricted product during the event will be asked to cease selling and remove the product or they will be removed from the site. Stallholders are approved to trade based on the products/services they sell. You must notify us if you wish to bring other products on market day that were not disclosed on your application. Failure to do so will result in us asking you to pack away the unapproved products or packing up your stall.

Under no circumstances will **second hand / used products** be approved.

**Prohibited Sales Items:** Non-food stallholders are not permitted to sell food, beverages, or drink items. The sale of items from our list of prohibited items is not permitted

### 7. FOOD SAFETY

To help reduce the risk of food contamination, bacteria and prevent food poisoning and/or viruses spreading at the event, please ensure that you adhere to requirements and follow these practices:

- ❖ Wash hands before starting work and handling cooked or ready-to-eat food.
- ❖ Wash hands after handling raw food and money, coughing/sneezing, removing waste. Regular use of food grade sanitiser is required on food contact surfaces.
- ❖ Use tongs and clean disposable gloves – do not use your hands to handle ready-to-eat food (recommendation to change gloves frequently between processes such as handling cooked or raw foods and handling money).
- ❖ Ensure appropriate facilities are set up within your stall or mobile premises such as handwashing and sanitisation to enable food handlers to practice good hygiene. Warm running water and a wastewater container must be available within your stall.
- ❖ Ensure you have safety barriers within your stall space when using heating facilities. i.e. sneeze guards
- ❖ Food handlers are appropriately trained in food hygiene practices and Food Safety Supervisors must reinforce hygienic practices. The Food Safety Supervisor certificate must be available during the health inspection.

- ❖ No smoking is permitted in your temporary food stall or mobile vehicle where food is being prepared and sold. Please refer to the Smoke-free Environment Act 2000 and the Smoke-free Environment Regulation 2016.
- ❖ Food vendors should keep vigilant and ensure that food handlers within your stall or mobile food premises are fit for work and not ill.
- ❖ All foods are to be stored in conditions that protect it from deterioration and contamination. Cold food is to be stored at less than 5°C and hot food to be stored at above 60°C. It is a legal requirement for food vendors to have a digital thermometer in your temporary food premises to monitor temperatures for food deliveries, production, display and storage temperatures.
- ❖ Adequate hot or cold storage facilities must be provided for potentially hazardous foods (for example: portable cool rooms, adequate supply of hot boxes and/or ice)
- ❖ Ensure all foods are appropriately labelled.
- ❖ It is recommended that each stall/mobile vehicle has a fire extinguisher and blanket.

## 8. USE OF LPG

Food vendors using LPG at **Ethnic Bazaar Australia Pty Ltd.**'s events should always read the Council's manufacturer's operating instructions and ensure gas cylinders are:

- ❖ Not damaged or rusty.
- ❖ Secured on a level, non-combustible surface.
- ❖ Stored externally and not blocking and exiting or accessible by the public.
- ❖ Not used where wind conditions exceed 10 km per hour.
- ❖ Have supply hoses, joints and other connections in good condition.
- ❖ Placed away from heat and flames.

## 9. USE OF CHARCOAL

Food vendors using charcoal at **Ethnic Bazaar Australia Pty Ltd.**'s events should ensure:

- ❖ Smoke from cooking can sufficiently dissipate so as not to cause an accumulation of smoke or odour within the stall/vehicle, or within high use customer/public areas.
- ❖ Used coal is disposed of in allocated bins as directed by Ethnic Bazaar Australia Pty Ltd team. Vendors are responsible for removing used coal from the event site.
- ❖ The Smoke Free Environment Act 2000 requires enclosed public places in NSW to be smoke free. Food vendors need to take reasonable steps to prevent smoke in outdoor areas and do not drift into smoke-free areas including outdoor dining areas.

## 10. ACCIDENTS, INCIDENTS AND RISK MANAGEMENT

It is the responsibility of each stallholder to promptly report any incident to the on-site supervisor outlined in your event induction, including but not limited to:

- ❖ Property damage.
- ❖ Illness, accident or injury.
- ❖ Anti-social behaviour.
- ❖ Lost child or children.
- ❖ Hazards and near misses.
- ❖ Any observed disruptive behaviour.
- ❖ Any other issues raising concern for the health, safety or security of food vendors or the public.

## 11. PERSONAL SAFETY AND SECURITY

All goods and personal belongings remain the responsibility of the stallholders. Stallholders are required to maintain an appropriate level of personal safety and security. Ethnic Bazaar Australia Pty Ltd will not be liable for the loss of goods, cash or personal items, merchandise or damage to any goods including loss or damage because of on-site power failure. Stallholders must ensure that, always, their stall/mobile vehicles comply with all relevant work, health and safety legislation and the regulations and codes under those Acts; including but not limited to:

- ❖ Work Health and Safety Act 2011.
- ❖ Work Health and Safety Regulation 2017.
- ❖ Workers Compensation Act 1987.
- ❖ Workplace Injury Management and Workers Compensation Act 1998.

All stallholders are responsible for staff, equipment, supplies and materials and must ensure that all equipment including but not limited to gas appliances and cylinders are compliant with current and all relevant standards. Stallholders must comply with emergency evacuation procedures as directed by Council, security and any other authority.

## 12. TRADE REQUIREMENTS AND CONSIDERATIONS

- Payment of stallholder fees constitutes agreement by the stallholder to attend the event on the agreed dates. If payment is not received, then stallholders will not be allowed on site until proof of payment has been provided to **Ethnic Bazaar Australia Pty Ltd** staff. If unable to attend, stallholders must notify **Ethnic Bazaar Australia Pty Ltd's** Events Team a minimum of two weeks prior to the event.
- All stallholders are responsible for any equipment, displays, publications and catering equipment.
- All stalls must be set up and ready to trade by no later than 30 minutes prior to the commencement of the event. Stallholders must trade for the duration of the event.
- Pack down is not permitted until the event has concluded and the site has been cleared.
- Stalls must be always supervised by an adult for the duration of the event.
- Stallholders must confine their equipment, displays and signs to the site area and keep all pathways and thoroughfares clear and unobstructed.
- All signage must directly relate to the products being sold. No commercial signs will be permitted.
- Stallholders are not permitted to share, sublease or assign site position without prior written approval from **Ethnic Bazaar Australia Pty Ltd**.
- No stallholder should refuse or fail to comply with any reasonable directive provided by Council or **Ethnic Bazaar Australia Pty Ltd** events Team.
- Political parties are not eligible for participation as a stallholder.
- No stallholder should behave in an improper manner or use language that is threatening or abusive to any other person. Anti-social behaviour and illegal activity is not permitted
- Stallholders must conduct business and stall activities with the Terms and Conditions always outlined in this contract. **Ethnic Bazaar Australia Pty Ltd** reserves the right to terminate this contract at any time if the stallholder breaches any of these terms and conditions. No refunds will be issued, and all site fees paid will be forfeited.

## 13. SITE LOCATION

Applicants will be assigned infrastructure and/or power requirements as per completed application. Stallholders will be advised of their site positioning one week before the event. Positioning is determined by **Ethnic Bazaar Australia Pty Ltd.**'s Events Team and cannot be changed.

Stallholders with genuine practical or logistical reasons for requesting a particular location may contact **Ethnic Bazaar Australia Pty Ltd** to discuss their request. However, there is no guarantee the requested position will be allocated.



## 14. LIGHTING

Stallholders who have requested an **Ethnic Bazaar Australia Pty Ltd** provided structure in their completed application will also be provided with a Hall/Stall light where the event is held during the evening. Stallholders using their own infrastructure will be required to bring lighting where required.

## 15. WASTE MANAGEMENT AND SUSTAINABILITY

Stallholders are required to use vendor bins supplied at the event for all rubbish. A cleaning fee will be issued to stallholders who leave waste in stalls or beside bins as per Council's Fees and Charges. This includes oil spills, food scraps and any general waste. **Ethnic Bazaar Australia Pty Ltd** encourages all stallholders to be environmentally aware when planning their stalls and to purchase and use recyclable products.

## 16. PETS AND LIVESTOCK

No pets and/or livestock are permitted onsite.

## 17. AMPLIFIED MUSIC AND SOUND

Public address systems, amplified music or sound will not be permitted without written approval from **Ethnic Bazaar Australia Pty Ltd** prior to the event being held.

## 18. COMPETITIONS

Raffles and competitions may not be run at the Event without written consent from **Ethnic Bazaar Australia Pty Ltd**.

## 19. TRAFFIC

Traffic management measures, such as road closures or reduced speed limits will be implemented at the discretion of **Ethnic Bazaar Australia Pty Ltd**. Stallholders are required to comply with requests and instructions as per direction from **Ethnic Bazaar Australia Pty Ltd**'s event staff and traffic marshals.

## 20. EVENT SET-UP AND PACK-DOWN

Successful applicants will be provided with detailed bump in and out instructions which must be adhered to. Failure to arrive later than your allocated bump-in time may result in changed location of site position or your position being cancelled. Stallholders must trade until the advertised closing time of the event. Early pack-up is not permitted and no vehicle movement can occur until the site has been cleared of patrons. Vehicles used for setting up and packing down are not permitted on site unless they have permission to do so from **Ethnic Bazaar Australia Pty Ltd**.

Stall Maintenance: Stallholders are responsible for leaving their stall in the same condition it was given to them to maintain the cleanliness and beauty of the site.

## 21. PROMOTION CONSENT:

**Ethnic Bazaar Australia Pty Ltd** may engage event photographers to record activities at the event. Event stall holders' consent to the use of any photos/videos taken to be used for promotional purposes.

\*\*\*Vendors/Stallholders/Exhibitors /Fashion model /Any cultural contestant /Choreographer/Guest give consent to the promotion with videography, photography from the event on social media, online platforms, or/and websites.

## 22. EVENT DAY SALES

**Ethnic Bazaar Australia Pty Ltd** is committed to the successful promotion and delivery of all event days. **Ethnic Bazaar Australia Pty Ltd** does not take responsibility for the level of sales that a stallholder may or may not achieve.

## 23. LIABILITY AND INDEMNITY

**Ethnic Bazaar Australia Pty Ltd** request all stallholders to hold a current public liability insurance policy with a minimum of \$20,000,000 cover. **Ethnic Bazaar Australia Pty Ltd** is not liable for any injury, loss or damage incurred by a stallholder who trades at an event unless such injury, loss or damage is caused by negligence of **Ethnic Bazaar Australia Pty Ltd**. The stallholder agrees to indemnify **Ethnic Bazaar Australia Pty Ltd** against any liability for injury, loss or damage which may be incurred because of the stallholder trading at an event day. Stall Holders must also have Worker's Compensation Insurance in accordance with the Worker's Compensation Act 1987.

**We, Ethnic Bazaar Australia Pty Ltd are not liable for you or any person with you for:**

- A. Injury to you or anyone else
- B. Damage to or theft of your vehicle
- C. Damage to or theft of any of your personal belongings

## 24. STALLHOLDER FEES

On notification of a successful application, stallholders will be provided with a tax invoice inclusive of GST.

Successful stall holder applicants must make full payment to ensure the stall space remains secured and is due by 15 June to confirm your stall. Failure to make payment by the due date will result in cancellation of your site position. Please refer to your invoice for payment methods and note that no payment will be accepted on site. Payment of stallholder fees constitutes agreement by the stallholder to attend the event on the agreed date(s). **Ethnic Bazaar Australia Pty Ltd** fees are set each financial year and may vary per event. Non-attendance by a stallholder does not void the payment obligation.



## 25. EVENT CANCELLATION

In the unfortunate event of bad weather, Ethnic Bazaar Australia Pty Ltd reserves the right to cancel the event in case of inclement weather and event safety conditions. Such cancellation is at Ethnic Bazaar Australia Pty Ltd.'s discretion.

Event team will make an assessment on whether to postpone or proceed with the event. This decision will be made by 7am on market day and stallholders will be notified of the decision by SMS. If the decision is made to proceed then the event will run as planned. If management decides that the weather will affect the event before you setup it will be postponed to the next suitable date.

You will be notified of the backup date as soon as possible. Management reserves all rights to make this decision. If the back-up date is also affected by bad weather, the event will be cancelled and a credit of 25% of your stallholder fee can be used for the next Dussehra Exhibition. If you cannot attend our backup day, the credit will expire. If the event runs as planned, and the weather becomes too dangerous to exhibit in at any time, management will close the market down at its own discretion. This will only happen in severe circumstances. Trading Outdoors has inherent risks due to the unpredictable weather at times and therefore no refunds or credits will be issued in these circumstances.

Reactive cancellation may occur under extenuating circumstances during the event as a risk mitigation measure. No financial compensation is offered or negotiable under these circumstances.

## 26. REFUND POLICY

**Ethnic Bazaar Australia Pty Ltd** will not issue refunds for change of mind. An exemption may be possible in an emergency. However, this will be at the discretion of Ethnic Bazaar Australia Pty Ltd.

Once your invoice has been paid, no refunds will be issued. If you can no longer attend for any reason your payment will be forfeited. As you can appreciate, your payment has already been allocated to marketing, hired equipment for your stall and expense fees.

Any stall that is not present by 9am on market day without notifying **Ethnic Bazaar Australia** will be deemed as a 'No Show'. Your stallholder fee will be forfeited as per above.

## 27. AMENDMENTS

**Ethnic Bazaar Australia Pty Ltd** reserves the right to amend the Terms and Conditions and will notify stallholders of changes prior to them coming into effect.

### Important Information

- ❖ Submission of a stallholder expression of interest does not guarantee selection.
- ❖ Priority is not given on a first-in-first served basis.
- ❖ You will be notified of the outcome of your application at least two weeks after the closing date.
- ❖ The application form is final once submitted and changes to stall requirements will not be accepted.
- ❖ Prior to submitting an application, all stallholders must read the expression of interest criteria in detail, including the stallholder terms and conditions of trade. Once satisfied you meet the criteria, please complete the application form.
- ❖ Our Event team reserves the right to refuse entry, evict and/or ban any persons at all times irrespective of that person being in possession of a valid receipt of purchase from us.
- ❖ The dumping of unsold goods is not permitted.

### THE SALE OF THE FOLLOWING (PROHIBITED) ITEMS IS NOT PERMITTED:

- ❖ Cold Drinks without a food safety supervisor certificate and public liability insurance
- ❖ Hot Coffee without a food safety supervisor certificate and public liability insurance
- ❖ Any ready-to-eat or hot food without a food safety supervisor certificate and public liability insurance.
- ❖ Potentially hazardous food (i.e. requires temperature control) without a food safety supervisor certificate and public liability insurance
- ❖ Unpackaged food (i.e. not sold and served in the supplier's original package) without a food safety supervisor certificate and public liability insurance
- ❖ Pirated software, films and music
- ❖ Replica clothing and accessories
- ❖ Live animals (including but not limited to puppies, kittens and other pets)
- ❖ Proscribed second hand items.
- ❖ Proscribed second hand items are those that are at high risk of theft. Please visit the NSW Department of Fair-Trading website for more information
- ❖ Any types of paint.
- ❖ Certain types of food and drinks can't be sold (Unless approved by the event team). Please contact us to confirm what can and can't be sold.
- ❖ Phone accessories can't be sold.