

# CONCORD CARNIVAL TERMS AND CONDITIONS



# GENERAL

- Applications will be assessed on the following criteria:
  - Full completion of the booking form and corresponding information
  - Relevance of the product to the event;
  - Product quality;
  - Demonstrated professionalism and event experience;
  - Product duplication (Council reserves the right to limit the amount of stalls selling the same product);
  - Compliance with environmental management procedures and the requirements for one day food stalls;
  - Base of operations (local/non-local);
  - Application date (applications will be considered in order of date and time of receipt).
  - Current completed copies of relevant paperwork as requested with the application.
- This is a smoke and drug free event
- Stallholders must complete and submit all questions outlined in the online booking form
- Council reserves the right to reject any applications received which:
  - are not completed in full
  - do not include a copy of the stallholders Public Liability Insurance Certificate of Currency to a minimum of \$20 million cover and/or
  - Food applications which do not include copies of their Food Safety Supervisor Certificate.
- Council will not take responsibility for applications not meeting these requirements
- Stallholder applications will be subject to the date and time they are submitted, with correct supporting documents
- If an application is returned as incomplete, Council will not accept it under the original date it was submitted; the new submission date will apply



# GENERAL

- Council will not reserve positions for stallholder applications
- Only registered food stalls are permitted to sell food and beverages. Any stall found to be selling food or beverages without prior Council approval will be asked to cease trading
- Applications will only be accepted via our online application form

# NOT-FOR-PROFIT GROUPS

- NFP community groups will need to provide evidence on letterhead or other documentation of their status in order to receive the lower rate.

# SOCIAL MEDIA GUIDELINES

- As organiser of the event, the City of Canada Bay will create an official Facebook event for Concord Carnival 2020. In order to streamline communications and avoid confusion, stallholders are not permitted to create independent Facebook events for Concord Carnival. Stallholders are encouraged to get involved in promoting the event by;
- Liking, commenting and sharing Concord Carnival posts on the City of Canada Bay's official Facebook page and event, Instagram and Twitter
- Promote their involvement in the event via their own social media channels (including but not limited to Facebook, Instagram, Twitter), tagging @canadabay and using the official hashtag #concordcarnival



# TRADING HOURS, LOADING AND UNLOADING

- All stalls must be ready to trade by 10am and must immediately stop trading at 4pm
- Stallholders may only enter the site as directed on the event map which will be issued to you prior to the event. A traffic controller will meet you at your allocated entry point and direct you to your stall
- **At 4pm** when the event concludes, **trading must cease** to allow for the park to be reopened
- The time limit for unloading/loading is limited to 15 minutes after which time your vehicle must be removed to permit access to other stallholders.

# FEES AND PAYMENT

- If you are successful in your application you will be notified by email
- Full payment is due along with the signed and completed stallholder application form within two (2) weeks of approval notification
- Once your stall has been approved to operate, payment must be made in full by the due date to secure a place. If payment is late, you may risk losing your position at the event
- Stall fees include stall hire on the day (delivery, installation and fete stall hire) unless otherwise specified by the stallholder
- Stallholders requiring a fete stall provided by Council are liable for any and all damages caused to that stall or any other stall as a result of set up, operating during the event and pack down of the stall.



# ITEMS FOR SALE

- **No balloons (helium or air-filled) are to be sold or given away**
- **No disposable plastic and polystyrene items such as:**
  - **Straws**
  - **Balloons**
  - **Bags**
  - **Cutlery or food/drink packaging to be used once and then discarded eg. single use plastic sachets for tomato sauce, sugar, salt or sunscreen.**
- Biodegradable plastic bags are not accepted as these are not recyclable
- Food must comply with the 'City of Canada Bay's Food Handling at Temporary Events policy'
- City of Canada Bay retains the right to enter the site of any stallholder at any time and remove any article, sign, picture or printed matter which in our opinion is either not eligible for display or considered offensive or of a political nature
- Offensive goods include (but are not limited to): weapons, toy guns, cap guns, swords, knives, bungers, throw downs, noise makers, 'silly string', counterfeit goods or other similar product
- Only registered food stalls are permitted to sell food. Any food stall found to be selling food or drink without prior Council approval will be asked to cease trading
- Only goods stated on the application form must be sold. The sale of second hand goods is prohibited.

# GAMES AND LOTTERIES

- Games of chance such as lotteries, lucky dips, guessing competitions, raffles etc. are not to be conducted by any Stallholder without the express prior written consent of the Council
- Appropriate terms and conditions must be available at the stall where the competition is taking place



# ON THE DAY

- Stallholders are required to operate for the full duration of the event
- All participants agree to abide by the instructions and directions of Council and event staff
- Details concerning set up on the day will be provided along with the 'Stallholder Agreement' which you will receive prior to the event and once your payment has been made
- Stallholder positions are finalised prior to the event and will not be repositioned on the day. Any stallholders found to have moved without prior written consent by the Events Producer will be removed from the event and not be invited to participate at future events.

# STALLHOLDER VEHICLES AND PARKING

- Limited parking is available in surrounding streets
- There will be no parking of vehicles for stallholders on festival grounds for any reason unless prior approval has been granted by the Events Producer
- No vehicles are to be left on site unless previously agreed
- Any vehicle left on site is liable to be booked and fined by City of Canada Bay Rangers outside bump in and bump out times
- Stallholders must not drive faster than 5km/h and turn their hazard lights on while driving in the festival site.



# WET WEATHER

- In the event of wet weather the festival will continue
- Money paid will NOT be refunded
- As covered sites are limited, there will be no relocation of stalls on the day of the event
- Please note it is the stallholder's responsibility to prepare for the possibility of wet weather by bringing portable shelters/tarps which must be properly secured.

# CANCELLATIONS AND REFUNDS

- Council retains the right to cancel the event on the grounds of public safety, security or any other factors beyond their control
- In the event of cancellation by Council, refunds will be offered in full
- Stallholders wishing to cancel must notify Council in writing via email [events@canadabay.nsw.gov.au](mailto:events@canadabay.nsw.gov.au) or post, attention Events Producer, Locked Bag 1470, Drummoyne NSW 1470
- Stalls who cancel prior to one month before the event will be subject to a cancellation fee of 50%
- There will be no refunds for any reason within one month of the event. Any cancellations within one month of the event, including any no shows on the day will incur a 100% cancellation fee

# POLITICAL STALLS

- No political stalls or advertising is allowed at the event.



# INSURANCE, LOSS AND DAMAGE

- All stallholders **MUST** have Public Liability Insurance to the amount of \$20 million or more, covering the activities at the stall site
- A copy of the Certificate of Currency is to be provided with application
- The stallholder hereby indemnifies the City of Canada Bay in respect to any claims for injury, loss or damage by any third party arising from the operations of the stall during the activities subject to the agreement on the stallholder forms
- The stallholder must accept liability for any damage caused by the operation of the stall to Council property or contractor's property.

# STALL SIZE

- **NOTE: all sites are without power.**
- Standard stall spaces are 3x3m unless otherwise agreed upon with the Events Producer prior to the event. You must keep within this space
- Standard Council issued fete stalls are 2.4m x 2.4m

# POWER AND WATER

- Power will **not** be supplied to any stallholder at the event
- Stallholders are not permitted to bring their own generators without prior consent from the event organisers
- Water will not be available at the event site: stalls must bring their own supply of water for use.





# FIRE AND SAFETY

- Stalls taking a space only and providing their own structures must bring adequate weights to secure the structure safely and without causing trip hazards.
- Stallholders are advised to bring their own small first aid kit.
- As City of Canada Bay are dedicated to providing a safe working environment to all staff and stallholders, all stallholders are required to adhere to the following:
  - Open toed shoes are not allowed on site at any time, this includes sandals and thongs. This applies to all stallholders and contractors.
  - Hi vis vests must be worn at all times on site during set up and pack down.
- All stalls containing cooking facilities MUST provide a fire extinguisher and/or fire blanket, and have fire-retardant materials to act as a barrier between appliances and adjacent walls or fabrics.
- It is the stallholders responsibility to ensure that any gas cylinders meet the requirements of the relevant Australian Standards and used and stored correctly on this day of the event.
- A Council appointed licenced gas plumber will conduct a gas bottle safety inspection to ensure that gas bottles are up to standard, and stored correctly. Please note that if your gas bottle does not meet safety requirements it is the stallholders responsibility to make alternative arrangements. In some cases the licenced gas plumber may be able to repair or replace parts; however this may be an additional cost directly to the stallholder on the day.
- Council will not take responsibility for any costs incurred by a stallholder.
- If you are using a generator, it must be fitted with an effective silencer and comply with the relevant Australian Standards. If the generator is deemed to be unfit or does not meet requirements, you will not be permitted to use it. Should complaints of a noise nuisance be justified, Council will require the equipment to cease operation and an alternative sought.
- You must also ensure you have maintenance records for any equipment and the generator. You should carefully consider the positioning of a generator in relation to exhaust fumes, heat, cables and trip hazards and be considerate to other stallholders as well as the public.



# FOOD STALLS

- Food stalls must comply with Councils Environmental and Health Policy 'Food Handling at Temporary Events' (please refer to Council's website for details [here](#))
- Pre-packaged food includes (but is not limited to):
  - Pre-packaged biscuits
  - Jars / bottles of honey, jams, oils and preserves
  - Lollies, chocolates and fairy floss

## FOOD SAFETY SUPERVISOR CERTIFICATE

- Under the NSW Food Act 2003, most food businesses require a Food Safety Supervisor. The FSS requirement applies to retail businesses who process and sell food (prepare and serve) that is ready-to-eat, potentially hazardous (i.e. needs temperature control), and NOT sold and served in the supplier's original package
- A copy of the Food Safety Supervisor Certificate must be submitted with the 'Event Booking form' and the FSS be must onsite during the event. For more information please visit [www.foodauthority.nsw.gov.au](http://www.foodauthority.nsw.gov.au)
- Please contact council's Health and Environment team at [council@canadabay.nsw.gov.au](mailto:council@canadabay.nsw.gov.au) or on 9911 9555 if you have any questions or concerns



# SUSTAINABILITY

- Please be aware that Council is committed to ensuring that waste minimisation and sustainable procurement practices are an integral part of the planning and delivery of Council run events, Council supported events and all public events held on Council owned and managed property. Under Council's Sustainable Event Policy, all stallholders agree to avoid using, selling and distributing any disposable plastic and polystyrene items such as:
  - Straws
  - Balloons
  - Bags
  - Cutlery or food/drink packaging to be used once and then discarded eg. single use plastic sachets for tomato sauce, sugar, salt or sunscreen.
- Stallholders found to be supplying single-use plastics or polystyrene will receive a letter of warning. If the stall is found to be supplying single-use plastics or polystyrene again after receiving a warning letter, the stallholder will not be supported to participate in future council events. Please contact Council's Sustainability Team [environment@canadabay.nsw.gov.au](mailto:environment@canadabay.nsw.gov.au) for further information.

## SHOWBAGS AND SAMPLE BAGS

- The City of Canada Bay no longer allows plastic show bags and sample bags to be sold or distributed at Council events.
- Biodegradable plastic bags are also not accepted as these are not recyclable.



# REMOVAL OF RUBBISH

- All stallholders are responsible for keeping their designated areas clean and tidy, and **MUST** take all their rubbish with them
- A clean-up fee will be issued to any stallholder leaving their area untidy.

# CANCELLATIONS

- Council must be notified of cancellation in writing via email [events@canadabay.nsw.gov.au](mailto:events@canadabay.nsw.gov.au) or post, attention Events Producer, Locked Bag 1470, Drummoyne NSW 1470.
- There will be no refunds for any reason within one (1) month of the event. Any cancellations within one (1) month of the event, including any no shows on the day will incur a 100% cancellation fee
- 50% cancellation fee applies for any stalls who cancel prior to one (1) month before the event

# DISPUTES

- On the day of the event, the decisions of City of Canada Bay's events staff and rangers, is final and must be adhered to. If there is a dispute regarding direction this can be pursued after the event in writing to the General Manager, City of Canada Bay.

