

LAURIETON RIVERWALK MARKET TERMS & CONDITIONS FOR STALLHOLDERS

Laurieton Riverwalk Market is operated by Camden Haven Chamber of Commerce Industry and Tourism Inc. (the Chamber), through its Market Coordinator, in compliance with a development consent, license agreement and schedule of conditions set down by Hastings Council. These requirements are included in the following Terms and Conditions:

ITEMS

- 1. Market Held:** Third Sunday of each calendar month.
- 2. Venue:** Tunis and Short Streets, Laurieton, NSW 2443
- 3. Trading hours:** **8.00am – 1.00pm. Stallholders must operate from the site for the whole of that period, or forfeit permanent status.** These hours maybe extended and gates will be kept closed if public participation is still prominent. This will be at the discretion of the market co-ordinator, if he feels that car movement will be dangerous the market will continue until such time he deems safe. Toilets will be available from 6am till 3pm.
- 4. Site Bookings:** A booking form must be fully completed and signed by all stallholders when coming to the market for the 1st time and they must also **provide details and copy of their insurance cover.**
- 5. Site setup/dismantle:** Set up shall not commence before 6.00am, be complete by 8.00am and site to be cleared by 3.00pm. **Ensuring no rubbish is left and site to be clean.**
- 6. Site reservation:** Stallholders must be on site by 7am. If not the site may be forfeited and offered to others. Stallholders missing a market without notifying the market co-ordinator will result in that site being allocated elsewhere. No guarantees will be given concerning the occupation of a "permanent" site.
- 7. Site allocation:** A stallholder must occupy the site allocated. A change of site may be negotiated for subsequent markets with the Market Coordinator if this is possible.
- 8. Site Boundaries:** All stallholders must remain within the boundaries allocated.
- 9. Stallholder Parking:** All vehicles must be removed from the public reserve by no later than 8.00a.m. and parking on the reserve is not allowed. Stallholders must not block access to the Sea Rescue Building, Public Wharf or Public Boat Ramp. **Parking of vehicles must be within the areas allocated for stallholders (south and east side of Tennis Court fence) and comply with marshals instructions for traffic control and parking.**
- 10. Fees & Charges:** A copy of the current booking form as attached, provides details of fees currently applicable. A receipt will be issued for all monies received.
- 11. Insurance:** All stallholders must have current public liability insurance cover in the sum of \$10,000,000 and **provide a copy of their CERTIFICATE OF CURRENCY.**
- 12. Site Power:** A limited number of sites with electrical power are available for a small charge. If available, prior arrangement for one of these must be made with the Market Coordinator advising rating details of the equipment to be used. All power extension leads and boards to be supplied by the stallholder and have current valid test tags. Leads must be laid safely and be properly secured, within all OH&S safety regulations.
- 13. Site cleanliness:** **Stallholders must clear all rubbish around their stall and take this off site. Council and Chamber bins provided around the site are for the use of the general public and not for stallholder rubbish.**
- 14. Market access:** The sub-committee reserves the right to limit the type of product/goods sold and the number of stalls. Stallholder access to the market is based on acceptance of and compliance with these terms and conditions.
- 15. Entertainers:** Buskers and clowns will generally not be required to pay a site fee. Access to the market for other forms of entertainment will be by arrangement. Noise levels from amplified loud speaker systems must not exceed the background noise level by more than 5dB(A) when measured at any affected premises. All amplified speaker systems must be positioned to face away from the residences in the area.
- 16. Charity groups:** Charities and not for profit organisations will be required to pay agreed site fees and must provide insurance certificate of currency.

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LAURIETON RIVERWALK MARKET TERMS & CONDITIONS FOR STALLHOLDERS (Contd.)

- 17. Compliance with National Food Safety Standards** All stallholders engaged in the preparation, handling and storage of food and offered for sale are subject to the provisions of the National Food Safety Standards, Food Act 1989 and regulations and requirements of Hastings Council Food Safety Officer.
- The stallholders CERTIFICATION of food preparation areas, (wether it be on site or at home) can be obtained through council at www.hastings.nsw.gov.au
- The stallholders OBLIGATIONS for selling and handling of food at a temporary event can be obtained through the NSW Food Authority at www.foodauthority.nsw.gov.au
- On request, stallholders must provide copies of all required permits and/or licences to the Market Co-ordinator prior to set up. All certification and inspection fees are payable by the stallholder.**
- Further guidance for food businesses on the skills and knowledge requirements of Food Safety Standards can be obtained from www.foodstandards.gov.au
- 18. O H & S:** Stallholders are responsible for compliance with Occupational Health & Safety requirements, Hastings Council regulations and all other applicable laws relating to their activity and cover any license or inspection fees.
- 19. Amusement rides:** Any mechanical rides must have the appropriate current registration certificates issued by WorkCover of NSW.
- 20. Use of Common Areas:** Stallholders, are not permitted to block or obstruct any walk way or common area with any material. Council property, benches, tables, fences, trees etc must not be used as any part of any stall display. Stallholders are not allowed to solicit the public in walkways or free areas by means of excessive noise or personal physical contact. Stallholders must not restrict by means of displays or vehicles any access to driveways or car parking of the Sea Rescue Building, Public Wharf or Public Boat Ramp at any time
- 21. Managements Reservation of Rights:** The Chamber reserves the right to cancel this agreement without suffering any liability from the stallholder.
- The Chamber is not liable to the stallholder for any loss suffered by the stallholder from any cause whatsoever, including failure to provide adequate security on goods or money.
- The Chamber has the right without prior notice to add or change any rules and regulations which in its sole discretion it considers necessary for the conduct and smooth operation of the market
- 22. Presentation and Cleaning:** Stallholders are required to maintain a clean and attractive display area and to provide all tables, signage and stall display material to the appropriate professional standard of the Riverwalk Market.
- 23. Disputes:** In resolving any disputes the Chamber will apply these terms and conditions. The decision of the Chamber however is final.

**In the event of non compliance to any of the above conditions, the market co-ordinator will record the incident and a notice in writing will be issued by the Chamber to the stallholder. One notice only will be given. Further indiscretions will result in the stallholder forfeiting their market site.
The stallholder will be notified by phone and a follow up notice in writing.**

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