

MARKET STALL & FOOD/BEVERAGE VENDOR APPLICANTS TERMS & CONDITIONS

1. ACCEPTANCE

- Bathurst Regional Council reserves the right to accept or reject any application.
- Stall holder and vendor selection criteria is based on quality, variety, presentation and product suitability. Selection is on a first in, first served basis with preference given to local businesses, organisations and vendors where possible. If two stall holders or vendors apply and are selling the same/similar products, preference will be given to locals and in order of application submission date.
- Successful applicants will receive written confirmation of their acceptance by email.

2. INSURANCE

- It is a requirement of participating that all stallholders and vendors must carry their own Public Liability Insurance to a minimum value of \$20 million and where applicable additional Product Liability Insurance. Please contact your insurer or broker to ensure Bathurst Regional Council is noted as an interested party on your policy or Certificate of Currency for the event/s.
- A copy of your Public Liability Insurance MUST be uploaded with your application and in the case your cover expires prior to the date of the event/s, an updated current copy of your Public Liability Insurance covering the date/s of the event/s MUST be forwarded to events@bathurst.nsw.gov.au prior to attending the event/s.

3. SITE FEES & CANCELLATION POLICY

- Successful applicants will be notified by email and sent a link for payment of site fees. Sites will not be confirmed unless payment is received in full. Applicants who fail to complete payment of their site fees will not be permitted to attend the event.
- All cancellations must be notified to Bathurst Regional Council in writing. Cancellations received within 2 weeks prior to the event will not be refunded.

4. SUSTAINABILITY

- In order to minimise the amount of waste generated, Council will provide bins for your use. Stall holders and vendors are asked to separate their waste and use the bins provided correctly.
- No rubbish is to be left behind when you leave the event site.
- The use of plastic bags and single-use plastic items (e.g. plastic straws, cups, packaging, cutlery, etc.) is prohibited at Bathurst Regional Council event/s as per the NSW Government bans as of 1 June 2022 and 1 November 2022.
- Suppliers must take all trade waste with them upon leaving the event. Contractors who dispose of their trade waste incorrectly may be subject to fines.
- Under no circumstances can ice or hot water be disposed of on grassed areas or down drains.

- Stall holders and vendors serving products in recyclable bags or products are encouraged to let customers know so they can dispose of those items correctly in the bins provided throughout the event site.

5. GENERAL

- Stall holder and vendor placement is at the discretion of Bathurst Regional Council's Event Manager. No allocated sites may be altered without the approval of the Event Manager.
- Stall holders and vendors must keep within their allocated space.
- Stall holders and vendors shall ensure that their site/s are left in a clean and tidy condition at the end of the event. Failure to do so may result in cleaning fees being charged to the stall holder or vendor.
- Council will attempt to avoid duplication of products sold but cannot guarantee that there will not be other vendors or stall holders selling the same/similar product.
- No discriminating, insulting, offensive or vulgar comments or displays are to be presented.
- The following items must not be offered for sale by stall holders: alcohol (unless registered as an alcohol vendor), pornographic images/magazines, and hazardous materials (such as materials containing asbestos or other dangerous chemicals).
- Property owned by Bathurst Regional Council is not to be damaged or modified in any way.
- Bathurst Regional Council staff will complete a check of your site prior to the beginning of the event. If any changes are made to your site after this which could adversely affect participants or spectators, the stall holder will be liable.
- Stall holders and vendors must be present for the duration of the event or the prior agreed time.
- Vendors and stall holders must arrive during their allocated bump in times as outlined in their confirmation letter. Vendors and stall holders who arrive outside their allocated bump in time may be refused entry into the event by the Event Manager without refund of site fees.
- Stall holders and vendors can only operate at the day and times of the event that they are approved for and site fees have been paid for.
- Bathurst Regional Council reserves the right not to accept any stall holder or vendor that could be damaging to the spirit of the event.
- No internal lighting is provided for your stall. It is up to you to provide light for inside your stall.
- Sub-letting of sites is strictly prohibited.
- All vehicles (unless for display purposes) are to be removed from the site for the duration of the event in order to maintain public safety.
- Failure to supply the required documentation and/or meet the health and safety regulations will result in you being removed from the event and you may be subject to fines and penalties. Stall holders and vendors who are removed from the event will not be entitled to a refund.
- Bathurst Regional Council may amend these Terms and Conditions, where a change is necessary to ensure compliance with changes in applicable laws and/or may be necessary for the best interests of the event. By entering an Event, stall holders and vendors accept and understand as binding the Terms and Conditions. It is each stall holder and vendor's responsibility to inform themselves of all of the Terms and Conditions.

6. MARKET STALL HOLDER APPLICANTS

- Stall holders must supply their own marquees.
- Stall holder marquees **MUST** be weighted appropriately by the stall holder. No spikes or stakes are to be driven into the ground without approval from Bathurst Regional Council's Event Managers.
- Stall holders are responsible for any damage caused by their marquee due to not being appropriately weighted according to the structures minimum weight requirements, Bathurst Regional Council will not be liable.
- There will be no parking on sites and stall holders will not be able to bring their vehicle onto the event site unless approved by Bathurst Regional Council's Event Manager. A dedicated drop off/pick up zone will be provided, and stall holders will need to transport items to their stall. It is recommended that stall holders pack products into boxes in preparation for the event and bring a trolley to transport stock.
- There is no access to water on site. Stall holders must provide their own access to water if required.

7. FOOD AND BEVERAGE VENDOR APPLICANTS

- Vendors acknowledge that they have been informed of the documents required by temporary/mobile food and beverage vendors to attend Bathurst Regional Council Events, and that they have been provided with examples of these documents and fact sheets to assist with passing food inspections, and that they have read these documents.
- Vendors who are accepted to attend any of Council's events and fail to supply the required documentation and/or fail to meet health and safety regulations will be removed from the event and may be subject to fines and penalties. Vendors who are removed from the event will not be entitled to a refund of any site fees.
- Vendor marquees **MUST** be weighted appropriately by the vendor and must be enclosed on three sides.

8. IMAGE RELEASE

- Stall holders and vendors agree that Council may take and use images of the stall holder or vendor and/or, their employees, agents, and representatives in all Council media, advertising, and promotion.
- Stall holders and vendors agree that Council owns all rights in these images. To the extent that the stall holders and/or vendor, their employees, agents, or representatives may own any, they assign all present and future copyright owned by them in any images of them to the Council.
- Vendors and stall holders give permission and approval for Bathurst Regional Council to use photograph/images in its promotional materials and public efforts and understand that photos/images may be used in a publication, print ad, direct mail piece, electronic media (e.g. videos, CD-ROM, internet, social media) or other form of promotion.
- Vendors and stall holders release Bathurst Regional Council, the photographer, their officers, employees, agents and designers from liability for any violation of any personal proprietary right they may have in connection with such use.

9. RISK WARNING

- Person/s entering the event are responsible for their physical condition and fitness and they enter it at their own risk. The participant acknowledges that participating in Bathurst

Regional Council's Events may involve a risk of injury or other harm from various causes including, but not limited to, overexertion, collision with other participants or people or fixtures or signage or equipment, uneven and/or slippery surface, slipping or tripping and etc.

10. INDEMNITY

- In consideration of Bathurst Regional Council permitting the participant to operate at the event, the participant indemnifies Bathurst Regional Council and its related bodies corporate against any liabilities, losses, damages, outgoings, costs and expenses suffered or incurred by Bathurst Regional Council or any third party (including any Event attendee or participant) arising out of the stall holder or vendor's participation in the event, including the operation of the stall or the sale of any product at the stall, any negligent act or omission of the participant or any of the participant's representatives or any breach of the terms of this agreement by the stall holder.
- The participant acknowledges that Bathurst Regional Council does not make any representation or give any warranty with respect to the event, including the number of attendees or the success or profitability of the event.
- In no circumstances will Bathurst Regional Council nor any of its associated third party stakeholders be liable to the participant for any indirect, incidental, special and/or consequential losses or damages (including loss of profits or opportunity) arising in connection with the event.

11. FORCE MAJEURE

- For the purpose of this clause, 'Force Majeure' means an event or circumstance beyond the reasonable control of a party, including acts of God, war, rain, hail, fire, explosion, civil disobedience, legislation not in force at the date of this Agreement or labour disputes.
- Neither party will be in breach of this agreement, and neither party will be liable to the other party, for any delay or failure to perform an obligation under this Agreement due to Force Majeure. Further, the participant acknowledges it is not entitled to any reimbursement in respect of any event or circumstance that prevents or disrupts the Event, including inclement weather.

12. AGREEMENT WAIVER

In consideration of, and as a condition of my acceptance for my participation in a Bathurst Regional Council Event, I, my heirs, executors, and administrators hereby waive all and any claims, right of causes of action which I may otherwise have had for, or arising out of:

1. Loss of my life or injury that I may sustain in the course of or consequent upon my entry or participation in the Event. Despite any written or any unwritten law, it is a term of my acceptance for my participation in the Event that Bathurst Regional Council and any affiliated partners may exclude any liability for my death or personal injury that results from breach of an express or implied warranty that recreation services (as defined in the [Civil Liability Act, 2002, NSW](#)) will be rendered with reasonable care or skill.
2. Any publication, or use of any form of the media whatsoever of my name, photograph or activities in or incidental to my entry or participation in the Event I and whether for advertising or otherwise.

I hereby authorise Bathurst Regional Council staff to organise medical or hospital treatment as they see necessary at my expense.