

## TERMS & CONDITIONS 2024

### GENERAL

1. Council's decision on stall selection and location is final. All stalls are considered casual and there are no permanent stallholders. Council will review all stallholders every six months based on the criteria including but not limited to product type, presentation, sustainability, communication and public feedback. Stalls that do not score well may have their application revoked.
2. Failure to comply with the terms and conditions may result in receiving verbal warnings. If the stallholder continues breaching the terms and conditions, an official warning letter will be sent by Council. An accumulation of three (3) written warnings within a financial year will result in their application revoked.
3. **Requests for specific stall positions within Chatswood Mall cannot be considered.**
4. 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.
5. 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**.
6. All stallholders must use paper or cardboard food and beverage containers, wooden or bamboo utensils, paper straws (if straws are essential) and paper bags and packaging. **No single use plastic is accepted.** Failure to do so will result in Council issuing an order to cease trading until this is supplied. For further information on these products, please contact Council.

### COUNCIL'S RIGHTS

7. The Council has the right to withhold or cancel an approval to a stallholder to trade at the Market, to remove or to have removed from the Market, a stallholder who is in breach or does not comply with these terms and conditions, including but not limited to where a stallholder:
  - fails to pay their fee in a timely manner;
  - fails to abide by the Market's set up or pack up conditions;
  - fails to abide by the Market's trading hours
  - fails to limit the products offered for sale to approved products;
  - commits a criminal act at the Market; or
  - behaves in a manner that breaches the Market's terms and conditions or otherwise behaves in a manner that the Council considers is inappropriate or may bring the Market into disrepute; or
  - purports to assign or sublicense a Stall or
  - fails to comply with its obligation relating to vehicle and traffic control.
8. Council has the right to undertake any of the following actions without notice:
  - re-locate a stallholder to another spot within the Market;
  - require the stallholder to remove from sale any good or service offered by the stallholder which are not approved products ; or
  - request that the stallholder undertake any reasonable measure which in the opinion of the Council will improve the safety of the stall

### APPLICATIONS

9. All stallholders must have completed the online application form and entered into Council's online booking system if accepted. 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. Images or videos of stalls submitted by applicants or taken by Council may be used in Council's marketing material.
11. The Chatswood Mall Market will not accept applications from political parties, political campaigns and political organisations or applications for promotional or corporate type stalls.

## STALLS & EQUIPMENT

12. For occupational health and safety reasons, food stallholders must use their own marquee setup within 3m x 3m.
13. Stallholders are to confine their operations, equipment and signs within the boundary of the stall area unless Council has given prior approval.
14. Stallholders are not permitted to use the chairs hired by Council. They must bring their own.

## GOODS & 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. Failure to adhere to this may result in the loss of the spot in the Chatswood Mall Market.
16. Spruiking and microphones are not permitted.
17. No toy weapons may be sold or displayed at any time.
18. Council has the right to remove or stop stall trading without refund or recourse for 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 price** only.

## FEES, REFUNDS & CANCELLATIONS

20. Invoices are generated at time of booking through Council's online booking system.
21. For weekly casual stallholders, stall fees are due two weeks before their booked market day with Wednesday being the due day. There is no refund for cancellations. Failure to make the payment on time will result in cancellation of the stall booking by Council.
22. For monthly stallholders, an invoice will be generated a month at a time. Payment will be required two weeks before the start of the month with Wednesday being the due day. Failure to make the payment on time will result in cancellation of the whole month stall bookings by Council. The stallholder will receive a cancellation email generated by Council's online booking system. The booked spot will be reallocated to another casual stallholder without further notice.
23. Monthly stall fees are non-refundable and non-creditable if the stallholder cancels their booking with less than one weeks' notice.
24. When a monthly stallholder needs to cancel their stall and wishes to receive credit, they must send a cancellation notification to the Council at [markets@willoughby.nsw.gov.au](mailto:markets@willoughby.nsw.gov.au) or Events Team. This notification must be received at least one (1) week prior to the cancellation date.
25. If a monthly stallholder needs to cancel their stall due to illness, a credit for a future market will be given if a Doctor's Certificate is provided to WCC.
26. Monthly stallholders requesting days off from the Chatswood Mall Market for more than four (4) weeks must submit their request in writing to Council at [markets@willoughby.nsw.gov.au](mailto:markets@willoughby.nsw.gov.au) or Events Team one (1) week in advance and they will be invoiced starting from their fifth week of absence. Applications for days off are approved on a case by case basis.
27. Stallholders absent from the Chatswood Mall Market without prior notification must pay the full fee and may have their application revoked.
28. The Chatswood Mall Market will trade in most weather conditions, however Council may cancel, close or modify any element of the Chatswood Mall Market if it is required to do so for emergency or it reasonably considers that unsafe conditions exist. There will be no refund of stall fees in the event of any such cancellation, closure or modification.

## ELECTRICAL APPLIANCES

29. Council will not provide power boards or lights to stallholders. 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.

30. All electrical appliances (e.g radios, lights) should be tested and tagged by a certified electrician at the stallholder's expense at least once every 12 months in accordance with 'Australian Standard AS/NZS 3760-2010: In-service safety inspection and testing of electrical equipment'.
31. A 10amp circuit is shared between two stalls, there is no additional power provided and generators are not allowed.

## ACCESS AND TRADING

32. The Chatswood Mall Market will operate between the hours of **9am** and **9pm**. Stallholders must set up their marquee and equipment to commence trading on time unless otherwise notified to Council in advance.
33. 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 off site by **9:30am**.
34. Stallholders must drive no faster than 5km/h and turn their hazard lights on while on site.
35. Stallholders must cease trading by **9pm**. Power for lights and other appliances will be turned off at **9:30pm sharp**.
36. Vehicle access for bump out is from 9pm or when deemed safe by Council staff. No vehicles are to be left on site overnight. All vehicles must be offsite by **10:30pm on Thursdays and 11:30pm on Fridays and Saturdays**.
37. All vehicles driving in and driving out the mall must be accompanied by a Council staff.
38. A Mall loading/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.
39. Stallholders trading two/three consecutive days can leave their weighted and secure 3m x 3m marquee with non-valuables and/or food onsite overnight at their own risk. There is no security overnight.

## REFUSE AND GARBAGE

40. 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 Council Compliance Officers.
41. Stallholders must take all rubbish with them. Public garbage bins are not to be used by stallholders.
42. 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

43. 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.
44. 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.

## LIABILITY INSURANCE GUIDELINES

***All stallholders must submit their public and product liability insurance certificate of currency. Please ensure that the certificate submitted with the application includes the details below.***

- The certificate must be in type written form.
- It must be a certificate of currency – a copy of the policy schedule or number is not acceptable.
- The certificate must be issued by an insurer licensed to conduct general insurance business in Australia.
- The document must be on the letter head of the insurance company carrying the risk. A certificate produced by a broker or agent is only acceptable if a document from the insurer, authorising the broker or agent to bind them to cover, is supplied in addition. Alternatively, the certificate may bear the stamp of the insurer, duly initialled.
- It is essential that the policy number be listed.
- The 'insured' shown on the document must be exactly the same as, or include, the name of the legal entity with whom Council is dealing. A registered trading name is not a legal entity and is not acceptable without the name of the person/s who trade under that name. Partnerships must include the names of all partners. A registered company is a legal entity and so the certificate must bear the full company name.
- The policy must cover the activity and/or property to which this agreement relates and that Council is interested.
- The business described on the certificate must coincide with, or clearly cover the operations and/or property to which this agreement relates and in which Council is interested.
- The policy must cover the entire period of the arrangement to which this agreement relates. If the policy will expire during the period of the arrangement, measures must be put in place to guarantee continuance of cover.
- The policy must specify coverage that includes the area in which the markets are held.
- The policy must list Willoughby City Council as an interested party.
- The policy must have minimum limits of indemnity of \$20,000,000 (food stalls) and \$10,000,000 (other).

## FOOD STALL GUIDELINES & CONDITIONS

***All stallholders wishing to sell food at the Chatswood Mall Market must agree to and comply with all guidelines and conditions listed on the following pages. Should you require further information, please phone Council's Food Surveillance Officers on 9777 1000.***

### **DOCUMENTATION REQUIRED FOR FOOD STALL APPLICATIONS**

The following information is required with your application to demonstrate compliance with the National Food Safety Standards:

- A site plan of the food stall showing the location of different pieces of equipment, labels indicating where different processes are carried out and arrows indicating the flow of production of the food.
- A written statement about the business, including a description of the food products that will be made and/or sold.
- Any other relevant information relating to the proposed food preparation including methods and equipment used and relevant food safety and hygiene matters.
- Details on food transportation and storage conditions.
- A copy of the operator's Food Safety Supervisor certificate, if one is required by the NSW Food Authority.
- Registered your food business with Willoughby City Council at <http://www.willoughby.nsw.gov.au/community/food-businesses/food-business-registration/>

### **OFF SITE FOOD PREPARATION**

Council prefers that high-risk food be cooked on site, fresh for the customer, but where this is impractical, it will consider an application involving the preparation of food at other venues provided that the following is submitted:

- Written information on why the relevant foods cannot be prepared fresh on site.
- The address of the premises and a floor plan of the location where the food is prepared showing the location of different pieces of equipment, labels indicating where different processes are carried out and arrows indicating the flow of production of the food.
- A description of the fittings and fixtures at the offsite premises, including materials and surface finishes.
- Written evidence that the use of the premises is authorised by the local council.
- Copies of food premises inspection reports from the respective local council over the previous 12 month period.

If your offsite food preparation premises are new and you have not had a food premises inspection yet or you are unsure whether it has the appropriate approval, contact your local council.

Domestic kitchens have certain limitations in terms of size, facilities and the standard of construction and may only be suitable for the preparation of low-risk, non-potentially hazardous foods. They may also potentially pose food safety risks as a result of access by pets or children, plants or furnishings which may accumulate dust, and from normal household activities.

## FOOD STALL GUIDELINES & CONDITIONS

### GENERAL

1. A temporary food stall shall consist of a tent or similar, of which the roof and three sides are covered with reinforced plastic sheeting, vinyl or other approved material (or shall consist of an open food stall, which must comply with section 2 below).
2. A suitable waterproof material shall be laid over the entire ground area of the stall.
3. A mat to wipe shoes on must be provided at the entrance to the stall. Some situations, subject to Council discretion, may also require shoe covers to be used inside the food stall, which then need to be removed before exiting to prevent oil being tracked onto the Chatswood Mall pavers.
4. All stallholders must provide food products of outstanding quality.
5. All stallholders are required to keep market stalls, fittings, fixtures and equipment in a clean and tidy condition.
6. No food is to be left in Chatswood Mall overnight.
7. All stallholders must use paper or cardboard food and beverage containers, wooden or bamboo utensils, paper straws (if straws are essential) and paper bags and packaging. Failure to do so will result in Council issuing an order to cease trading until this is supplied. For further information on these products, please contact Council.
8. Stalls where cooking is carried out are to supply an ABE Powder Type **fire extinguisher** (red with white band or label) and a **fire blanket** of adequate size, kept in a readily accessible location close to cooking appliances. Fire extinguishers and blankets shall be maintained in good working order in accordance with Australian Standard AS1851.1-1995 and replaced or serviced as required.
9. If you have a gas bottle on site, **FLAMMABLE GAS 2** signage must be prominently displayed on your stall.
- 10. The maximum capacity of all gas bottles is 9kg, secured and pressure checked. Each stall can only have 2 gas bottles onsite at any one time.**
11. Portable butane cookers are not allowed due to multiple brands failing the Australian Safety Standards.

### PROTECTION OF FOOD

12. All food stored on site (with the exception of whole fruit and vegetables) shall be stored in closed containers.
13. Food (except whole fruit and vegetables) shall not be displayed so as to be openly accessible to the public. A physical barrier must be provided by means of sandwich display type counters, perspex sneeze guards or clear plastic siding to the stall. The use of clear plastic film such as Glad Wrap or similar is not acceptable if the covering is subject to constant lifting, as it becomes ineffective and tears.
14. All condiments such as sauce, mustard etc. shall be contained in a squeeze type dispenser.
15. Drinking straws, paper cups, spoons etc. shall be enclosed in suitable dispensers or otherwise protected from contamination.
16. Tea, coffee, cordial and other beverages are to be dispensed from an enclosed or lidded receptacle, equipped with a tap or spout.
17. The use of disposable gloves is recommended as long as the gloves are changed regularly and when contaminated or damaged.

### CROSS-CONTAMINATION

18. Adequate measures must be taken to prevent cross-contamination from raw foods to cooked foods.
19. Separate utensils must be provided for cooked and raw meats, poultry and seafood.
20. All food must be contained and/or covered as detailed in section 2, above.
21. Cooked meat, poultry, seafood and ready-to-eat food such as salads must be kept separate from raw meat, poultry and seafood.
22. Hands must be washed after handling raw foods, including vegetables.

## FOOD STALL GUIDELINES & CONDITIONS

### WASHING FACILITIES

23. A sealed container of potable water (minimum capacity of 10 litres) with a tap must be provided, together with a suitable bowl for hand washing. Warm water is needed for effective hand washing and personal hygiene. This facility shall be separate from any utensil washing facility and used only for the purpose of washing hands, arms and face. Liquid soap and paper towels must be provided at or near the hand washing facility.
24. Clean drying towels, detergent, sanitising agents and two suitable bowls or containers must be provided in case utensils or equipment washing is necessary.
25. For pre-packaged and low-risk foods, there may be exemptions from certain facility requirements due to the reduced food safety risk. Contact Council for details.
26. Any waste water must be collected, contained and removed from the site at the conclusion of trading.

### TEMPERATURE CONTROL

27. A digital probe thermometer must be provided to measure the core temperature of food.
28. All food prepared at the stall shall be for immediate sale and consumption unless a suitable hot or cold display is provided, maintaining the food at a temperature of at least 60°C (hot food) or below 5°C (cold food).
29. Pre-prepared food products or pre-cooked food consisting wholly or in part of fresh cream, custard, trifle or any similar food which promotes bacterial growth shall not be sold from a one day food stall unless stored, transported and displayed under refrigerated conditions as described in section 5.1.
30. All raw and perishable foods that are potentially hazardous, such as steaks, hamburger patties, frankfurts, meats, chicken etc. shall be maintained below 5°C at all times, including during transportation.

### COOKING

31. All heating and cooking equipment, including open flame barbeques and cooking plates, shall be located within the stall and suitably protected from dust-borne contamination and droplet infection (coughing, sneezing by the public).
32. Cooking and heating equipment shall not be within reach of the public and shall be provided with adequate protection.
33. Raw foods that are not whole fruit or vegetables, and foods which have been cooked shall not be displayed outside the stall.
34. Where cooking is carried out, adequate provision shall be made to protect the stall walls from heat, flame and splashing.

### OPEN FOOD STALLS

35. Open food stalls consisting of tables only or tables and trestles, where permitted by these standards, shall be used only for the sale of factory pre-packaged food in hermetically sealed containers (e.g. canned or bottled soft drink, canned foodstuffs or pre-packaged jams, chutneys, sauces, cakes and biscuits).
36. No perishable food shall be sold from an open food stall except packaged milk, packaged milk products and pre-wrapped ice cream, all of which shall be provided with approved means of low temperature storage.
37. Provision is required for screening or shielding the stall to protect any perishable food from direct sunlight.

## FOOD STALL GUIDELINES & CONDITIONS

### LABELLING

38. All pre-packaged foodstuffs shall be labelled in accordance with the provisions of the National Food Standards Code (i.e. name of product, name and address of supplier, ingredients, date of manufacture and expiry date, nutritional information panel etc.).
39. Copies of the Food Standards Code Part 1.2 containing the labelling requirements and a Nutrition Panel Calculator can be found on the Food Standards Australia New Zealand (FSANZ) website at [www.foodstandards.gov.au](http://www.foodstandards.gov.au).

### TRANSPORT OF FOOD TO THE MARKET SITE

40. All produce, foodstuffs and packaging for market sale must be transported so that dust, pests and other likely sources of contamination are excluded. Whole fruits and vegetables and grains, which are to be further processed, generally do not need to be transported under temperature control.
41. Foods that are required to be stored under temperature control, or kept frozen, must be kept under strict temperature control or frozen during transportation. Food-grade plastic or insulated containers like eskies with tight fitting lids may be used for some foods. Where food comes into contact with the surface of the containers, it should be impervious to moisture. Lids should not be removed from food containers when the vehicle is in motion or unattended.

### WASTE MANAGEMENT

42. Food stallholders must complete a waste management plan as per the attached schedule, and submit it with their application. This plan should list the type of waste produced, the containers used to distribute food and beverages and the destination of waste materials (e.g. recycling).
43. Stallholders must take all waste and rubbish with them. It is the responsibility of the stallholder to remove all rubbish and other materials and leave the area clean and tidy at the conclusion of trading. Littering fines will be issued if rubbish is not removed.
44. No water, oil or other liquid is to be poured into the drains or garden beds anywhere on site.

*All stallholders are reminded of the need to comply with the guidelines and conditions above, as well as those contained in the Food Act 2003, the National Food Standards Code and the Work Health and Safety Act 2011 at all times.*

**FAILURE TO COMPLY WITH THE GUIDELINES AND CONDITIONS WILL RESULT IN YOUR EXCLUSION FROM THE MARKET, FINES BEING ISSUED AND/OR PROSECUTION IN A COURT OF LAW.**