

## Terms and Conditions for Stallholders

By submitting your application, you are agreeing to comply with the terms and conditions of the event. Please read these terms and conditions carefully. These terms and conditions form part of your agreement with Hornsby Shire Council.

### What you can sell

Sellers at the Second-Hand Hornsby Market can provide a variety of second-hand goods. However, the following conditions apply:

- You are not permitted to sell dangerous or illegal goods.
- You are not permitted to sell animals or animal feed
- Stallholders are to only provide electrical goods that have been tested by an electrician and display current Australia Standard tagging.
- Stallholders selling clothing must ensure it is washed prior to the event.
- Stallholders are not to provide defective toys or play equipment at the event.

### Site Access

Access to the event site for stallholders are strictly enforced to prevent the likelihood of a safety incident:

- No vehicles will be allowed into the market area. Beattie Lane will be closed to traffic.
- Access to set up your stall at the event will be between 7:00am and 8.30am. Please do not arrive prior to 7:00am.
- Stallholders may unload at one of the designated 15-minute parking locations on Coronation Street and Jersey Street. Stallholders are to carry items into their stall site and move their car to longer term parking.
  - There will be 15-minute car spaces on Coronation Street and Jersey Street available where you can drop off your items. Please select a 15-minute time slot. Alternatively, you are welcome to find a long-term parking space and carry your items in from your car.
  - It is strongly suggested that stallholders use suitcases, collapsible trolleys etc to carry items into your stall.
- Vehicle access to Jersey Lane is required at all times, as this the entry for Hornsby Police station. Stallholders will not be permitted to block Jersey Lane at any time.
- Stallholders are permitted to begin using the 15-minute loading zone again from 1:15pm. The actual time will be at the discretion of council staff to prevent the likelihood of a safety incident.
- All stallholders are to have left Coronation StrEat carpark by 2:30pm. This time must be adhered to for the removal of gazebos.

### Stall Placement and Size

- Stall positions are allocated at the discretion of Council staff.

- Hornsby Shire Council reserves the right to refuse any stall application and to terminate a stallholder's spot at any time.
- Each seller will be provided with ONE 2.4m x 2.4m marquee, ONE trestle table and ONE plastic chair.
- All stallholders must trade from within their allocated stall and are not permitted to place items outside of their stall.
- Stallholders must comply with the instruction of council employees and contractors regarding the location they are to occupy and use of their site.

## Stall Operation

- Stallholder bookings are only open to Hornsby Shire residents. Businesses and Commercial traders are not the focus of this household event and items being sold need to be second hand.
- All stallholders must be ready to trade by 8.45am.
- Stallholders must trade until 1:00pm and must have vacated the event site by 2:30pm.
- Stallholders may bring with them their own equipment. This can include additional folding tables, table coverings, additional chairs, signage, umbrellas, sunscreen, hats etc.
  - No stall shall be set up in such a way to create a danger to any person.
- Electrical power is not available too stallholders. Stallholders are not permitted to operate generators at the event.
- This event is focused on keeping waste out of landfill so any unsold goods and other rubbish from your stall is to be taken home with you and appropriately disposed or re-used/recycled where possible. Council recommends reselling items online or donating items to a local charity op shop.

## Cancellations

If you cannot attend on the day and need to cancel, please contact [shh@hornsby.nsw.gov.au](mailto:shh@hornsby.nsw.gov.au) as soon as possible so that your space can be allocated to a waitlisted stallholder.

## Waste and the Environment

The market is a Waste Wise event. Please reuse bags you may have at home.

- Bins are provided onsite for members of the public only.
- All stallholders are responsible for cleaning up rubbish generated by their stall.
- Please bring your reusable coffee cup if visiting surrounding cafes and water bottle.

## Wet Weather and Event / Stallholder Cancellation

In the event of a major weather event or electrical storm, Council may declare the event to be cancelled.

If the event is cancelled, you will be notified via the email address and phone number you provided on booking by 6am on the day of the event. Please confirm once you receive event cancellation message.

## Public Liability Insurance

The stallholder acknowledges that certain products and services are not covered by Council's public liability insurance for the event, with the following products and services being specifically excluded:

- Trampolines, inflatable jumping castles, slides or playground equipment.
- Toys and cubby houses
- Bicycles, skateboards, skates, scooters and associated protective equipment
- Inflatable pools, life jackets, floating devices, and aids
- Protective safety equipment and/or clothing, eyewear, and life preservation products
- Second hand electrical items and tools
- Automotive parts and accessories
- Sporting goods/equipment
- Cosmetics
- Any medical device or alternative therapy medical device including massage devices
- Detergents and/or soaps
- Candles, oils/essences
- Baby, infant or children's clothing

The stallholder acknowledges that the sale of these products and services are done so at the stallholder's own risk and choice.

The stallholder releases Hornsby Shire Council, its officers and employees, agents, or volunteers from any liability to the stallholder (or any person claiming through or on behalf of the stallholder) in respect of:

- Loss of or damage to any real or personal property;
- The sale or attempted sale of the products and/or services sold by the stallholder at the Second-Hand Hornsby Market;
- The sale or attempted sale of any damaged or defective good sold by the stallholder at the Second-Hand Hornsby Market;
- Personal injury to any persons arising out of or in connection with the Second-Hand Hornsby Market or the performance of the stallholder's other obligations under this agreement.

The stallholder indemnifies Hornsby Shire Council, its officers and employees, agents or volunteers and keeps Hornsby Shire Council, its officers and employees, agents or volunteers indemnified against all claims, actions, damages, expenses (including legal costs on an indemnity basis), losses or liabilities in respect of:

- Personal injury to any person including the stallholder or representative of the stallholder;
- The sale or attempted sale of the products and/or services sold by the stallholder at the Second-Hand Hornsby Market;

- The sale or attempted sale of any damaged or defective good sold by the stallholder at the Second-Hand Hornsby Market;
- Loss of or damage to real or personal property whether located at the Second-Hand Hornsby Market or otherwise, arising out of or in connection with the Second-Hand Hornsby Market or the performance of the stallholder's other obligations under this agreement.

The stallholder's liability to indemnify Council, its officers and employees, agents or volunteers will be reduced proportionally to the extent only that a negligent act or omission of Hornsby Shire Council, its officers and employees, agents or volunteers has contributed to the personal injury, loss or damage.

## **Workplace Health & Safety**

All stallholders are expected to abide by all safety regulations and requirements to ensure that the event is a safe and WHS compliant event. You will be given a site induction when you arrive, please sign the necessary paperwork provided.

You are responsible for supervising all persons that operate your stall.

First aid will be located at the orange Waste Matters van. If emergency evacuation is required, the designated evacuation point is located on Coronation Street.