



General Terms and Conditions as at July 2016

If you would like to be part of the next Bazaar please read the terms and conditions carefully. Reading and understanding the **terms and conditions** is a requirement of applying to be a stallholder at Bazaar Kid Gifts and Toys.

Products

- All products offered for sale are **handmade**.
- As this is a small market, we need to ensure a broad variety of products on offer, please understand that if we do not choose your brand for this Bazaar day, that we hope to be able to choose you for the next one.
- Only products listed and approved by Bazaar Kid Gifts and Toys on the current application may be sold. If you wish to add new items to your stall, a request in writing, with photos, must be submitted to bazaar@kidsgiftsandtoys.com

Eligibility Criteria

- Bazaar Kids Gifts and Toys aim is to showcase the best in local, handmade, stunning designs and importantly which a focus on kids!
- The number of makers selling one kind or type of product will be at the sole discretion of Bazaar Kids Gifts and Toys.
- Once all applications have been received, Bazaar Kids Gifts and Toys will then send emails to all applicants, letting them know whether they have been accepted to trade on Bazaar day.

Stallholder fees

- Stalls cannot be transferred, sublet, franchised or sold to any other person.

- All monies are to be paid within 7 days of acceptance and receipt of invoice. If stall fees are not received by Bazaar Kids Gifts and Toys by this time, Bazaar Kids Gifts and Toys reserve the right to charge a late fee of \$15 or allocate the stall site to another Stallholder.
- Please note that **no refunds** are given after payments have been received.

Cancellation policy

- We have a strict no cancellation policy. If you decide to cancel, we will not be able to refund your money.

Stall size and appearance

- Stall sizes means the total area used by the stallholders and not the size of the table. All stallholders must abide by that.
- All stallholders must kindly present their stalls in a clean, stylish and gorgeous manner. Please ensure that any boxes/packaging/suitcases etc are hidden from view and do not impose upon your neighbours.
- Any structures or heavy equipment that needs to be erected for your stall, need to be secured or else they will be asked to be removed. *Please indicate on application if you have special equipment other than a trestle table or clothes rack.*
- Stallholders must confine their product display to their allocated space. Kindly ensure that all signs, clothing racks and displays are within this area.
- Each Stallholder is restricted to their stall site and must comply with all relevant laws, including OH&S requirements.

Arrival and Departure times

Arrival times:

- You may commence set up from no earlier than 7.00am on the Sunday of the market.
- Vehicles may enter the Bazaar precincts to unload directly into your Stall Site.
- You must remove your vehicle(s) from the Bazaar precincts immediately after unloading.
- The market starts at 10am, vehicles must be out of the market site by 9:30am **sharp**. Failure to leave the market site by 9:30 am sharp may result in you being asked to leave the market with no refund or credits of stall fees applying.

Departure times:

- You may commence pack up from 3.00pm on Bazaar day. Stallholders and their vehicles must be out of the venue **within 1 hour sharp** of the commencement of pack up time.
- Failing to leave the market site within 1 hour of pack up time commencing may result in you being asked not to return to future markets, with no refund or credits of stall fees applying.
- Vehicles may enter the Market precincts to load directly from your Stall Site.

Packing up and rubbish removal:

- No early pack ups are tolerated. It is disrespectful to your fellow stallholders and anyone doing so will not be invited back to trade at any of our markets.
- If you sell out of product prior to the Bazaar closing time, Stallholders are NOT permitted to pack up and leave early, unless with the express consent of Bazaar Kids Gifts and Toys.
- Stallholders are responsible for keeping their site and surrounding area clean and tidy. Boxes & cartons/ rubbish must kindly be removed from the market area once the market has finished. Excessive rubbish left behind may incur additional costs, please see Damages below.
- It is a requirement that all Stallholders recycle as much waste as possible.

Damages and copyright

- We do not take responsibility for severe weather conditions.
- Should Bazaar Kids Gifts and Toys incur any extraordinary costs, expenses or other charges (Additional Charges) as a result of your activity at the markets, Bazaar Kids Gifts and Toys reserves the right to pass on in full any Additional Charges to you. For example, due to excessive rubbish, the Council may impose fines and additional electrical charges due to faulty equipment. You agree to be liable for Additional Charges and to reimburse Bazaar Kids Gifts and Toys in full.
- Kids Gifts and Toys Pty Ltd accepts no responsibility for damages to persons or goods.
- It is the responsibility of the stallholder to ensure that they conform to any Australian standards, ACC, pertaining to their product. Kids Gifts and Toys Pty Ltd will not be held accountable for any trademark, copyright or safety infringement.

Insurance

- All Stallholders must have current public liability insurance providing a minimum of \$10million cover. Stallholders must provide evidence of current insurance prior to trading at Kids Gifts and Toys. Kids Gifts and Toys highly recommend stallholders take out product liability insurance as well.
- There are 8 stallholder public and product liability insurance policy cover available under Kids Gifts and Toys Pty Public Liability insurance policy. Please refer to separate document if you are taking this up.

Disabled Access

- Disabled access is available

Food stalls

Food preparation/sale requirements

Temporary food premises means: *any premises including land, vehicle, tents, stalls and other temporary structures, boats, pontoons and any other place declared by the relevant authority to be premises under the Food Act kept or used for the handling of food for sale.*

- Northern Beaches Council requires notification prior to an event of a temporary food premises.
- Prior to the Bazaar you must register via the following website: <http://www.foodnotify.nsw.gov.au> (registration is free online)
- Once notified you will be provided with a unique notification number. For Council to consider providing approval to any food stall it must be correctly notified.
- **The notification number must be provided to Bazaar Kids Gifts and Toys 10 working days prior to a Bazaar day. We will then notify the Council of the notification number for each food stall prior to the event taking place.**
- All temporary food premises at Bazaar Kids Gifts and Toys ***must comply*** with the Food Safety Standards.
- The NSW Food Authority produces a range of guidelines for food operators at <http://www.foodauthority.nsw.gov.au/industry/news-publications-and-help/factsheets-andbrochures/>
- Stallholders remain liable for compliance with all laws. Bazaar Kids Gifts and Toys assumes no liability for Stallholders' compliance with legal obligations and Stallholders indemnify Bazaar Kids Gifts and Toys for any Stallholder breach of the law.
- All persons undertaking or supervising food handling operations must have the skills and knowledge they need to handle food safely. Council's Environmental Health Officer can provide advice on food safety requirements on 9970 1225.

Requirements for Temporary Food Premises

Kids Gifts and Toys Pty Ltd ACN 612 766 677
 Trading as Bazaar Kids Gifts and Toys
www.kidsgiftsandtoys.com/bazaar

(as taken from Northern Beaches Council Events application form)

PLEASE READ CAREFULLY

Purpose

- To protect the health of the community through minimising risks associated with food produced and/or sold from temporary food premises within the Northern Beaches Council area.

Skills & Knowledge

- All persons undertaking or supervising food handling operations must have the skills and knowledge they need to handle food safely. This must include food safety and food hygiene matters.

Construction

- The design and construction of a temporary food premises must be appropriate for the activities for which the premises are used, be able to be effectively cleaned and to the extent that is practicable:
 - i) exclude dirt, dust, fumes, smoke and other contaminants;
 - ii) not permit the entry of pests; and
 - iii) not provide harbourage for pests.

All surfaces within the premises must be impervious to moisture and grease, be able to be effectively cleaned and to the extent that is practicable must not provide harbourage for pests.

Washing Facilities

- Fully separate hand and utensil washing facilities must be provided to the premises. Adequate hand and utensil washing facilities will require the following:

Hand Washing

- two containers of sufficient capacity (one for washing and one for rinsing)
- a supply of clean warm water (approximately 40°C)
- single use hand towels, and liquid soap

Utensil Washing

- two containers of sufficient capacity (one for washing and one for rinsing)
- a supply of hot and cold water
- detergent
- clean towel or single use paper towel

To prevent pollution, wastewater must not be directed to the storm water drain at any time.

Protection of Food

- All utensils must be suitably protected from contamination. Eating utensils for the public must be single use; however, unnecessary waste generating materials are strongly discouraged.
- All food must be stored inside the premises and at a height of at least 750mm above the ground or otherwise being fully covered in sealed containers.
- Uncovered and open foods must be suitably protected from contamination (eg. by a suitable physical barrier such as a sneeze guard or clear plastic siding to the stall) and must not be stored or displayed in areas accessible to the public.
- Prevent contamination by ensuring no direct hand contact with ready-to-eat food. If choosing to use gloves, they must be clean & changed regularly. Food handling gloves must never be used to also handle money.

Temperature Control

- A food business must store or display potentially hazardous food at either below 5°C (for foods to be kept cold) or above 60°C (for foods to be kept hot). Potentially hazardous food includes meat, poultry, eggs, cooked rice, milk or milk products and the like.
- All potentially hazardous food prepared at the temporary premises must be for immediate sale and consumption unless suitable equipment is provided to maintain the food at temperatures above 60°C or below 5°C.
- If your premise handles potentially hazardous food, a temperature measuring device must be accessible on site and must be able to accurately measure the temperature of food to +/- 1° Celsius.

Cooking

- All heating and cooking equipment including open flame barbecues and cooking plates shall be located within the designated stall area and be suitably protected from contamination. Such equipment must have a physical barrier between the customer and the equipment.

- Where cooking is carried out, adequate provisions must be made to protect the stall from heat, flame and splashing.

Labelling

- All pre-packaged food intended for sale must be correctly labelled with the following information: Product description, Full ingredient list, Name and street address of the manufacturer, Country of origin, Use by date, packed on date or best before date.
- "Package" includes anything in or by which goods for carriage or sale may be cased, covered, enclosed, contained or packed (and, in the case of goods carried or sold or intended for carriage or sale in more than one package, includes every such package).

Rubbish Disposal

- Adequate arrangements must be made for the storage and frequent removal of garbage and recyclables generated inside and around each food stall.
- To encourage waste minimisation at public events, all cold drinks must be sold in recyclable containers i.e. soft drinks in Aluminium cans or PET plastic, juices in glass containers etc.
- These requirements have been put together by Northern Beaches Environmental Health Officers to assist in the operation of a temporary food premises.
- For further information or clarification of any of the above requirements please contact Council's Environmental Health Officers on 9970 1225.

These terms and conditions ("Terms and Conditions") may be updated by us from time to time without notice to you. We will post any changes to these Terms and Conditions on this page and we will also indicate at the top of this page the date these Terms and Conditions were last revised. We will take reasonable steps to inform users of any changes and the date of such changes to these Terms and Conditions.