

HASTINGS SUMMER WAVES
Market stall & Food/Beverage Vendor applicants.
Terms and Conditions 2024-2025

1. INFORMATION

- 1.1. Hastings Summer Waves Market ('the event/s') is organised and operated by Marine Rescue Port Macquarie ABN 98 138 078 092 ('the event organiser').
- 1.2. The point of contact ('the POC'), unless otherwise specified, is:
 - 1.2.1. David Irving, Deputy Unit Commander Marine Rescue Port Macquarie.
 - 1.2.2. Email: duca.PortMacquarie@marinerescuensw.com.au
 - 1.2.3. The Event Correspondence: hello@hastingssummerwaves.com.au
 - 1.2.4. Mob: 0436 926 831
- 1.3. Approved activities include afternoon/ night markets, including market vendors, food vans, and entertainment.
- 1.4. The event/s will take place at Town Beach Reserve.



- 1.4.1.
- 1.5. The event dates are as follows:
 - 1.5.1. 4 December 2024
 - 1.5.2. 11 December 2024
 - 1.5.3. 18 December 2024
 - 1.5.4. 8 January 2025
 - 1.5.5. 15 January 2025
 - 1.5.6. 22 January 2025
 - 1.5.7. 29 January 2025
- 1.6. Event operating hours: 4:00 pm to 8:00 pm.
 - 1.6.1. Event bump-in: Start 3:00 pm, completed by 4:00 pm.
 - 1.6.2. Event bump-out: Start 8:00 pm, completed by 9:00 pm.

2. APPLICATION & ACCEPTANCE

- 2.1. Stallholders are categorised as:
 - 2.1.1. Market Vendors ('MV') defined as a stall that does not sell food or beverage.
 - 2.1.2. Food/Beverage Vendors ('FBV') defined as any van or stall that prepares, cooks, and/or sells food or beverage intended for human consumption.

- 2.1.3. Other Stalls defined as a stall whose primary purpose is not the sale of any product or service but are present to provide entertainment, education, or presence for a not-for-profit organisation.
- 2.2. To apply for a site, Stallholders must complete and return to hello@hastingssummerwaves.com.au a:
 - 2.2.1. Signed registration form.
 - 2.2.2. Signed acceptance of these terms and conditions.
 - 2.2.3. A copy of Stallholder Product and Public Liability Insurance Certificate of Currency where appropriate.
 - 2.2.4. All FBV must comply with Council requirements as set out in <https://www.pmhc.nsw.gov.au/files/assets/public/v/1/document-files/business/approvals-and-licenses/mobile-food-vending-and-temporary-food-stall-procedure.pdf> and provide evidence of such compliance to the event organiser by midnight on the Sunday preceeding the event day.
- 2.3. The event organiser reserves the right to accept or reject any application. Any application that is rejected will have their site fee refunded.
- 2.4. Stallholder selection is based on quality, variety, presentation, and product suitability, operating on a first-come, first-served basis.
- 2.5. The event organiser will attempt to avoid product duplication but cannot guarantee exclusivity.
- 2.6. Applications must be received by midnight on the Sunday preceeding the event day, and approval and registration must be issued before attendance.
- 2.7. Successful applicants will receive written confirmation via email.

3. SITE FEES & CANCELLATION

- 3.1. Other Stalls and Market Vendors:
 - 3.1.1. Maximum space permitted, 6 x 3m or otherwise agreed to with event organiser.
 - 3.1.2. One 3 x 3 m site \$20 per event.
 - 3.1.3. One additional 3 x 3 m sites at an additional \$15 for per event.
- 3.2. Food/Beverage Vendors (FBV):
 - 3.2.1. Maximum space permitted, 6 x 3m or otherwise agreed to with event organiser.
 - 3.2.2. Site fee, \$100 per event.
- 3.3. Payment
 - 3.3.1. FBV sites are only confirmed upon full payment.
 - 3.3.2. An application for all eight (8) event dates (received and paid in full prior to the first event date) will be charged at a reduced rate.
- 3.4. Cancellations
 - 3.4.1. Must be made in writing to the POC.
 - 3.4.2. Cancellations received within 2-weeks of an event will not be refunded.
 - 3.4.3. Cancellations by Other Stalls or MVs received within 2-weeks of an event will not be approved for future events.
- 3.5. Refunds
 - 3.5.1. The event organiser reserves the right to cancel the event/s in the case of adverse weather that will severely affect the safety of participants or may leave too damage of the event site.

- 3.5.2. Decision is based on forecast from the Australian Bureau of Meteorology 7 day forecast available on its web site by the Bureau of Meteorology for the Port Macquarie District (issued at least 7 days prior to the event/s)
- 3.5.3. If the event organiser decides to cancel at 48-hours or more from the event start time, Stallholders will share the risk with the event organiser and be refunded with 50% of the site fees paid.
- 3.5.4. If cancellation is required within 48-hours of event start, site fees will be considered a Tax-Deductible donation to Marine Rescue Port Macquarie.
- 3.5.5. In the event of cancellation other than adverse weather, as set out above, or in the event of Force Majeure as set out in Clause 9, the organiser will refund site fees paid.

4. INSURANCE

- 4.1. All Stallholders must have Public Liability Insurance with a minimum cover of \$20 million and, if applicable, additional Product Liability Insurance.
- 4.2. A copy of the relevant Insurance must be submitted with the application.
- 4.3. If the insurance expires before the event date/s, an updated copy must be forwarded to the POC.

5. SUSTAINABILITY

- 5.1. No rubbish is to be left behind.
- 5.2. Plastic bags and single-use plastics are prohibited in line with NSW Government bans as of 1 June 2022 and 1 November 2022.
- 5.3. Suppliers must remove their trade waste.
- 5.4. Improper disposal may result in fines.
- 5.5. No ice or hot water is to be disposed of on grassed areas or down drains.
- 5.6. Stallholders serving products in recyclable bags or products are encouraged to inform customers to dispose of those items in recycling bins provided throughout the event.
- 5.7. Sites must be kept clean and tidy. Failure to do so may result in a cleaning fee of \$300.

6. GENERAL SITE INFORMATION

- 6.1. Stallholder and vendor placement is at the event organiser's discretion and cannot be altered without approval.
- 6.2. Offensive or vulgar displays are not permitted.
- 6.3. The following items are prohibited from sale:
 - 6.3.1. Alcohol, unless registered as an alcohol vendor.
 - 6.3.2. Pornographic materials.
 - 6.3.3. Hazardous substances.
- 6.4. Property owned by Port Macquarie-Hastings Council is not to be modified or damaged in any way. Stallholders will be liable for any such damages.
- 6.5. The event organiser will inspect each site prior to beginning each event. If any changes are made to approved sites after this, which adversely affect participants or spectators, the stallholder will be liable for any costs or damages.
- 6.6. Sub-letting of sites is not permitted.
- 6.7. Stallholders must be present for the duration of the event. Late arrival may result in refusal of entry without a refund.
- 6.8. Vehicles

- 6.8.1. Only food vans are permitted on site.
 - 6.8.2. Once bumped-in, food vans are to remain stationary until bump-out time.
 - 6.8.3. Unless otherwise agreed, vehicles are not permitted to access sites for bump-in and bump-out. A dedicated drop-off and pick-up location will be designated, and stallholders will need to transport to their sites from that location.
- 6.9. Power & Electrical
- 6.9.1. Limited powered sites are available and will be allocated by the event organiser.
 - 6.9.2. Stallholders must provide their own lighting.
 - 6.9.3. Generators may be used with approval from event organiser. The generator needs to be 'silent running', located away from public access, and have appropriate fire extinguishers on stand-by.
 - 6.9.4. All electrical equipment must be tagged and compliant with national regulations.
 - 6.9.5. Any electrical leads or equipment shall be set up in accordance with the requirements of SafeWork NSW and the provisions of Australian Standard AS3002-2008 Electrical Installations - Shows and Carnivals.
- 6.10. Gas Appliances:
- 6.10.1. Gas installations in food trucks and trailers must comply with the requirements of AS/NZS 5601.2 2020. and AS/NZS 5601.1 2022
- 6.11. Water:
- 6.11.1. There is no access to water on-site. Stallholders must provide their own access to water if required.

7. TENTS & MARQUEES

- 7.1. Stall holders must supply their own tents or marquees. The proposed tent, marquee or booth will be exempt from development consent only if the structure meets the criteria specified in Part 2, Division 3, Subdivision 7 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, at: [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008 - NSW Legislation](#)
- 7.2. The structure is to be able to resist loads determined in accordance with the following Australian and New Zealand Standards and Guidelines:
 - 7.2.1. AS/NZS 1170.0:2002, Structural design actions, Part 0: General principles
 - 7.2.2. AS/NZS 1170.0 Sup 1.2002 (R2016) Structural design actions - General principles - Commentary
 - 7.2.3. AS/NZS 1170.1:2002 (R2016), Structural design actions, Part 1: Permanent, imposed and other actions
 - 7.2.4. AS/NZS 1170.1 Supp 1:2002 (R2016) Structural design actions - Permanent, imposed and other actions - Commentary
 - 7.2.5. AS/NZS 1170.0 Sup 1.2002 (R2016) Structural design actions - General principles - Commentary
 - 7.2.6. AS/NZS 1170.2.2011 (R2016), Structural design actions, Part 2: Wind actions
 - 7.2.7. Hire & Rental Industry Association (Events Division) – Temporary Structure/Marquee Weighting Guide, along with any other temporary structure instructions, procedures, manuals, warnings or other programs available to owners or users for the type of temporary structure being utilised.
- 7.3. The structure is to be erected in accordance with the manufacturer's instructions in a secure and safe manner, be erected on a surface that is sufficiently firm and level, be

- structurally sound and capable of withstanding the loadings likely to arise from its use.
- 7.4. Marquees must be weighted appropriately. No stakes are to be driven into the ground.
 - 7.5. Stallholders are liable for damage caused by improperly weighted marquees.

8. FOOD AND BEVERAGE VENDORS

- 8.1. FBVs acknowledge that they have viewed and read the contents in paragraph 2.2.4.
- 8.2. FBVs must provide relevant documentation and meet health and safety regulations.
- 8.3. FBVs must comply with the NSW Food Act 2003 (the Act) and the Food Standards Code (the Code). A guide to the requirements are found at:
https://www.foodauthority.nsw.gov.au/sites/default/files/2021-02/temp_events_guideline.pdf.
- 8.4. Failure to provide required documentation or meet health and safety regulations will preclude an FBV from attending an event.

9. IMAGE RELEASE

- 9.1. Stallholders agree that the event organiser has unlimited use of all images that the event organiser captures at events.
- 9.2. The event organiser may use images of stallholders for media and promotion.
- 9.3. All rights to these images belong to the event organiser.

10. RISK WARNING

- 10.1. Participants enter the event at their own risk and must make their own risk assessments and not solely rely on risk assessments made by the event organiser.
- 10.2. There is a risk of injury from various causes including, but not limited to, overexertion, collisions, or uneven surfaces.

11. INDEMNITY

- 11.1. In consideration of Marine Rescue Port Macquarie permitting the participant to operate at the event/s, the participant indemnifies Marine Rescue Port Macquarie and its related bodies corporate against any liabilities, losses, damages, outgoings, costs and expenses suffered or incurred by Marine Rescue Port Macquarie 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.
- 11.2. The participant acknowledges that Marine Rescue Port Macquarie 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.
- 11.3. In no circumstances will Marine Rescue Port Macquarie 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.
- 11.4. The event organiser 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 the Terms and Conditions.

12. FORCE MAJEURE

- 12.1. 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.
- 12.2. 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.

13. AGREEMENT WAIVER

- 13.1. In consideration of, and as a condition of my acceptance for my participation in a Marine Rescue Port Macquarie event/s, 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:
 - 13.1.1. Loss of my life or injury that I may sustain in the course of or consequent upon my entry or participation in the event/s. Despite any written or any unwritten law, it is a term of my acceptance for my participation in the event/s that Marine Rescue Port Macquarie 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.
 - 13.1.2. 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.
 - 13.1.3. I hereby authorise Marine Rescue Port Macquarie staff to organise medical or hospital treatment as they see necessary at my expense if deemed necessary.
- 13.2. By submitting an application, you confirm that you have read, understood, and accepted these terms and conditions.