

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 Car Boot Sale can provide a huge range of second-hand goods. However, some conditions must be adhered to:

- 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 and vehicles are strictly as follows to prevent the likelihood of a safety incident:

- Access to set up your stall at the event will be between 7:30am and 8.30am
- No vehicles will be allowed into the marked car boot market area after 8.30am.
- No vehicles are permitted to access or leave the car boot site between 8.30am and 1.30pm.
- Vehicles will be permitted in the carpark to enable stallholders to pack up from approximately 1.30pm. The actual time will be at the discretion of council staff to prevent the likelihood of a safety incident.
- All vehicles are to have left the carpark by 2.30pm.
- Vehicles must not drive at more than 5km/h when in the Berowra Library carpark.

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 participation at any time.
- Stalls available are for vehicles; Each seller gets 2 car park spaces - one to park the car and one to sell from.
 - Cars, Utes, 4WD's and standard size vans only – no trailers & no trucks or long wheel-based vans
- All stallholders must trade from within their allocated stall and are not permitted to set up outside of their stall, to park vehicles, display products or signage or to hand out materials.

- Everything you intend to sell must come in the vehicle you drive in - no additional times can be 'walked in' later to add to your site
- 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 8.30am. No car access onto the site after 8.30am. Your car is to remain on site next to your stall and you will not be able to depart until 1.30pm.
- Stallholders must trade until 1pm (there is no early exit) and must have vacated the event site by 2.30pm.
- Stallholders must bring with them their own equipment. This can include folding tables, table coverings, chairs, signage, shade/rain structures such as marquees, umbrellas, sunscreen, hats etc.
 - If using a marquee, it must be secured with weights. There is no option to use stakes as sites are on gravel.
 - No stall shall be set up in such a way to create a danger to any person.
- Electricity power is not available. Stallholders are not permitted to operate generators at the event.
- This event is focusing 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.

Cancellations

If you can't attend on the day and need to cancel, please contact lhajduk@hornsby.nsw.gov.au as soon as possible so that your space can be allocated to a waitlisted stallholder.

Waste and the Environment

The event is a waste wise event so 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 the stall and making good any area they use for trading, including its vicinity.
- Please bring your reusable coffee cup 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 Car Boot Sale;
- The sale or attempted sale of any damaged or defective good sold by the stallholder at the Car Boot Sale;
- Personal injury to any persons arising out of or in connection with the Car Boot Sale 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 Car Boot Sale;
- The sale or attempted sale of any damaged or defective good sold by the stallholder at the Car Boot Sale;
- Loss of or damage to real or personal property whether located at the Car Boot Sale or otherwise, arising out of or in connection with the Car Boot Sale 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.

If emergency evacuation is required, the designated evacuation point is located at the Berowra Oval.