

# TERMS & CONDITIONS SIC STALL 2025

## GENERAL

1. Sydney International Cup's decision on stall selection and location is final.
2. Requests for specific stall positions will not be considered.
3. Sydney International Cup players, team officials, supporters, staff, other Stall holders, 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.
4. Sydney International Cup has the right to amend or add to the rules pertaining to and governing the Stall offer at any time. Additions or amendments will be circulated via email. Interpretation of the Stall offer Terms & Conditions by the Sydney International Cup is final.
5. Stall holders absent from the venue without prior notification will pay the full fee and may
6. have their application revoked, no refunds will be available.
7. Stall holders will be invoiced for the 4 days of the tournament and invoices must be paid in full, as well as all documentation requested 2 weeks prior to the event.
8. Stall holders are not permitted to use equipment hired by the event. They must bring their own.
9. Images or videos of stalls submitted by applicants or taken by the Sydney International Cup may be used in Sydney International Cup's marketing material.
10. All Stall holders 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 other than commercially packaged items. Failure to do so will result in Sydney International Cup issuing an order to cease trading until this is supplied.
11. All Stall holders must have completed the online application form and, if accepted evidence of product AND public liability insurance and photos of the proposed products and/or menu must be provided when requested. Where applicable, all food stall permits must also be included. Failure to provide any one of these items will result in the application being dismissed.
12. Sydney International Cup will not accept applications from political parties, political campaigns and political organisations, or for any products not suitable for children for example betting, alcohol, inappropriate items.
13. Cromer Park is a No Smoking facility, this rule is to be respected including the car park areas.

## STALLS

14. For occupational health and safety reasons, all Stall holders must use their own marquee setup within 3mx3m or have a truck, van or trailer.
15. Stall holders are to confine their operations within the boundary of the stall area unless Sydney International Cup has given prior approval.
16. Emergency access points must remain clear and accessible at all times for Ambulance entry.

## GOODS & SERVICES

17. Stall holders are not to alter the type of merchandise or food sold from the items listed in their application form, without the written consent of Sydney International Cup.
18. The Sydney International Cup reserves the right to prohibit sale of an item at its discretion this will be communicated to the Stall Holder at the application process.
19. Spruiking and microphones are not permitted.
20. No toy weapons may be sold or displayed at any time.
21. Sydney International Cup has the right to remove, without refund or recourse, any Stall holder who misrepresents themselves or their product, either in their application or at the event.
22. Signage may be used to identify the Stall holder's business, products and current price only.

## FEES, REFUNDS & CANCELLATIONS

23. Invoices are generated by Sydney International Cup and be sent to approved Stall holders once a position is offered.
24. Stall fees are due two week before the commencement of the event. There is no refund for cancellations. Failure to pay by the invoice date will result in Sydney International Cup reallocating the stall.
25. Stall fees are payable if the Stall holder cancels their placement with less than two weeks' notice.

26. If a Stall holder 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 Sydney International Cup.
27. The event will trade in most weather conditions, however Sydney International Cup may cancel, close or modify any element of the event 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

28. Sydney International Cup will not provide services to Stall holders including power or lights. All stall holders are to use their own generators.
29. All electrical appliances (e.g. radios, lights, stove tops) need to be tagged and tested by a certified electrician at the Stall holder's expense.

#### ACCESS AND TRADING

30. The event will operate between the following hours, which is a general guide and the official event times will be sent to Stall Holders 2 weeks prior to the event:-
  - a) Friday 3rd October 8am and 7pm.
  - b) Saturday 4th October 8am and 8pm
  - c) Sunday 5th October 8am and 7pm
  - d) Monday 6th October 8am and 5pm
5. Vehicle access for bump in is between 6am and 7:00am. A map and stall guide will be sent to all successful applicants. No vehicles (other than food trucks) 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 7am.
6. Stall holders must drive no faster than 5km/h and turn their hazard lights on while on site.
7. Stall holders are to secure their site or completely pack up each evening as the Sydney International Cup is not responsible for any infrastructure, goods, equipment or stock at any time.

#### REFUSE AND GARBAGE

8. Stall holders must remove all rubbish and other materials from their stall site and leave the area clean and tidy at the conclusion of each day of trading. Any Stall holder found to be breaching these conditions may be fined by Council Compliance Officers.
9. Stall holders must take all rubbish with them. Public garbage bins are not to be used by Stall holders.
10. 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

11. The Stall holder indemnifies Sydney International Cup, its staff and contractors from any loss, damage or injury, actual or consequential, of whatever kind during the activities subject to this agreement.
12. During the activities subject to this agreement, the Stall holder will be liable for any loss, damage or injury, actual or consequential, of whatever kind that is caused by the negligence of the Stall holder, their staff, contractors or performers.

### LIABILITY INSURANCE GUIDELINES

13. All Stall holders must submit their public and product liability insurance certificate of currency. Please ensure that the certificate submitted with the application includes the details below.
  - a) The certificate must be in type written form.
  - b) It must be a certificate of currency – a copy of the policy schedule or number is not acceptable.
  - c) The certificate must be issued by an insurer licensed to conduct general insurance business in Australia.
  - d) 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.
  - e) It is essential that the policy number be listed.

- f) The 'insured' shown on the document must be exactly the same as, or include, the name of the legal entity with whom Sydney International Cup 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.
- g) The policy must cover the activity and/or property to which this agreement relates.
- h) The business described on the certificate must coincide with, or clearly cover the operations and/or property to which this agreement relates.
- i) The policy must cover the entire period of the arrangement to which this agreement relates. If the policy will
- j) expire during the period of the arrangement, measures must be put in place to guarantee continuance of cover.
- k) The policy must specify coverage that includes the area in which the events are held.
- l) The policy must have minimum limits of indemnity of \$20,000,000 for each claim.

## FOOD STALL GUIDELINES & CONDITIONS

All Stall holders wishing to sell food at the event must agree to and comply with all guidelines and conditions listed on the following pages. Should you require further information, please contact Sydney International Cup.

### DOCUMENTATION REQUIRED FOR FOOD STALL APPLICATIONS

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

- a) A written statement about the business, including a description of all food products that will be made and/or sold.
- b) Any other relevant information relating to the proposed food preparation including methods and equipment including refrigeration equipment used and relevant food safety and hygiene matters.
- c) Details on food transportation and storage conditions.
- d) A copy of the operator's Food Safety Supervisor certificate, as one is required by the NSW Food Authority.

### OFF SITE FOOD PREPARATION

41. Sydney International Cup 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:

- a) Written information on why the relevant foods cannot be prepared fresh on site.
- b) The address of the premises where the food is prepared.
- c) A description of the premises
- d) Written evidence that the use of the premises is authorised by the 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 HOLDERS GENERAL

- 5. Food Standards Code and the Food Act 2003 is to be enforced by the Stall holder, non-compliance may result in the stall being closed by the Sydney International Cup Organisers. The decision of the Sydney International Cup Organisers is final.
- 6. No food is to be left at the event overnight unless fully secured in a feed truck.
- 7. 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.
- 8. 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.