

MARKETS IN THE CITY OF RYDE

EXPRESSION OF INTEREST

Procedure for Expression of Interest

- Please ensure that you read the conditions and any requirements.
- Please ensure that you answer all questions in the application form.
- A declaration must be signed by the Organiser and returned with the application.
- Council may set additional conditions. These will be outlined in your agreement if issued.
- If your application is successful, an agreement will be forwarded that will advise of approval and conditions. By accepting your application, Council and the Organiser automatically become bound by the terms of the conditions and approval as set out in this application.

How to lodge this Expression of Interest

Complete the following application form and forward it to:

Email events@ryde.nsw.gov.au
Post EVENTS City of Ryde,
Locked Bag 2069, North Ryde NSW 1670

All enquiries please telephone: 9952 8222

Allow 4 weeks from the date of application for an outcome on your application.

PART 1 : CONTACT DETAILS

Contact Name of Organiser

Address

Suburb

Postcode

Mobile

Phone

Email

PART 2 : ORGANISATION PROFILE

Company / Organisation

ABN

ACN

Size of your organisation

Please provide a brief history of your organisation including key personnel delivering the Markets

Are you a non-profit organisation?

Yes

No

Are you a charity?

Yes, provide details below

No

Charity Number

Are you raising funds for a charity?

Yes

No

If yes, then a letter of endorsement from the charity must be supplied quoting their charity no. and the amount of percentage of donation expected.

PART 3 : DESCRIPTION OF MARKET

Name of Markets

Site Location

Day of the week

Frequency

Market start date

 / /

Market end date

 / /

Any dates excluded

Set up time

 : am/pm

Start time of Markets (Including set-up and pack-up)

 : am/pm

End time

 : am/pm

Site vacated

 : am/pm

Estimated daily attendance of patrons:

About the Markets (provide a description of the markets, including the overall aims, objectives and community benefit):

Please outline your stallholder fees

PART 4 : INFRASTRUCTURE & UTILITIES

Please indicate the number of market stalls

Is it proposed to erect a stage?

Yes

No

Will you be fencing any area of the market site?

Yes

No

Please provide the name of the supplier of this equipment:

Will you be requiring access to power?

Yes

No

If yes, provide details of appliances requiring power?

Will you be requiring access to water?

Yes

No

If yes, provide details of the water requirements?

PART 5 : SALE OF FOOD AND DRINK AT THE MARKET

Do you propose to engage food or drink stallholders to sell at your market? Yes No

I agree to ensure stallholders have the relevant documentation to operate a food stall Yes No

Please provide details of type of food and drinks:

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Please refer to the http://www.foodauthority.nsw.gov.au/_Documents/retail/temp_events_guideline.pdf

A food inspection by Council's Health Officers will be conducted and additional charges may apply.

Will alcohol be sold or supplied? Yes No

If yes then please note the following that must be complied with:

- An "On-licence (functions), liquor licence, or other appropriate liquor licence" must be obtained from the Liquor Administration Board and submitted to the Licensing Police at least 14 days prior to the date of the function. A copy of this liquor licence is to be provided to Council a minimum of 7 days prior to the event. For further information regarding Licensing law details please contact the Licensing Police on telephone 9879 9699 (Gladesville) or 9858 5944 (Eastwood).
- As Council has Section 632 signs within public areas prohibiting consumption of alcohol a charge will be made to cover these signs for the duration of the event if approval for selling and/or consumption of alcohol has been granted by Council.

PART 6 : PUBLIC ADDRESS (PA) SYSTEM/PERFORMANCES

Will there be a public address system used? Yes, provide details below No, proceed to PART 7

What time will the PA system be used? Start time : am/pm End time : am/pm

Will there be entertainment at the market? Yes No

Will there be live musical performances? Yes No

What type of performance/music/entertainers are proposed? (include times)

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Please include a program detailing the performers and the type of music and include with this application.

Location of speakers are to be noted on site plan (attachment 1).

PART 7 : AMUSMENT DEVICE

Do you propose to have amusement devices / rides? Yes, provide details below No, proceed to PART 8

Amusement / type of ride	Supplier

All amusement device locations must be shown on the site map (attachment 1).

PART 8 : WASTE MANAGEMENT AND CLEANING

Please state what arrangements have been made to minimise waste, e.g. recycling stations and provision of additional garbage bins for the event (if you have a Waste Management Plan, please attach to your application):




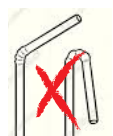
Please outline your post-event cleaning strategy including any on-site toilets, to ensure the event site is clear of waste following the event.

As part of the City of Ryde's commitment to the environment and the development of a broader sustainable events policy, Council is encouraging stallholders and the community to minimise waste and recycle what cannot be reused. To help make this a successful markets, all stallholders taking part in the markets must use only environmentally friendly products and packaging when conducting their business. All stallholders are required to comply with the City of Ryde's Waste Wise Guidelines. Below is a list of approved alternatives, please call the Waste Team on 9952 8222 for more information or for a list of suppliers that provide environmentally sustainable products.

Item (not acceptable)	Approved alternative
Polystyrene	Cardboard or compostable packaging
Plastic cups	Paper cups
Plastic straws	Do not use straws or use paper straws if necessary
Plastic takeaway containers, plates or food trays	Cardboard or compostable packaging
Sugar or sauce single packets	Bulk dispensers
Plastic cutlery	Compostable starch or wood
Plastic bags	Reusable or paper bags
Coffee cup lids	Please avoid if possible or use compostable bioplastic
Plastic bottles	Please use cans or sell re-usable aluminium bottles

* Look out for the Australian Standards AS4736 and AS5810 for compostable items.

Banned Items

				
Balloons	Plastic bags	Ready to eat plastic and polystyrene bags	Plastic straws	Plastic bottles

Waste Wise declaration*

- I agree to use products & packaging that can be reused, recycled or are compostable
- I agree not to provide plastic bags (not even those promoted as biodegradable)
- I agree not to provide plastic straws
- I agree not to use or provide balloons of any kind
- I agree not to provide plastic bottles
- I agree not to use polystyrene/foam packaging
- I agree to remove all rubbish, waste water and oils, and leave the area clean at the conclusion of trading
- I understand that stalls can be subject to an inspection by a City of Ryde compliance Officer, and if found to not comply with the above standards, that stall may be banned from this and/or future City of Ryde festival and events.

PART 9 : INSURANCE

Public Liability (minimum \$20 million) name of insurer

Public Liability (minimum \$20 million) policy number

Public Liability (minimum \$20 million) expiry date

 / /

Workers Compensation name of insurer

Workers Compensation policy number

Workers Compensation expiry date

 / /

Other

Please attach relevant certificates with your submission

PART 10 : RISK MANAGEMENT

Has the Organiser prepared a risk management plan for the markets?

 Yes

 No

Please attach your Risk Management Plan

PART 11 : SPONSORSHIP

Has the Organiser arranged sponsorship for the markets?

 Yes

 No, proceed to PART 12

If yes, please provide details of sponsorship (Please note that no naming rights are permitted)

PART 12 : FINANCIAL PLANNING

Please outline your weekly budget to operate markets including projected income and expenditure (suggested categories below)

EXPENDITURE	
Infrastructure	
Staffing	
Waste Management	
Entertainment	
Marketing	
Insurances	
Other	
Council Fee	\$ 588.00
TOTAL	\$

INCOME	
Stallholder	
Sponsorship	
Other	
TOTAL	\$

PART 15 : TERMS AND CONDITIONS

1. An Licence Agreement between the Council and the organiser will be issued based on the Terms and Conditions outlined in this application.
2. The Organiser must use the Facilities only for the Approved Purpose and at the Approved Times.
3. The Organiser must not (whether by act or omission) cause any damage to the Facilities or leave the Facilities in an untidy state. The Council may remedy a breach of this clause, the cost of which shall be a debt due from the Organiser to the Council.
4. The Organiser must not use the Facilities at any times that the Council, in its absolute discretion, determines that the Facilities are unfit for use or occupation.
5. Where there is a debt due to the Council from the Organiser, the Council may, in its absolute discretion, call upon the Bond to satisfy the debt. In any such event, the Organiser must, as soon as practicable, replenish the Bond.
6. The Organiser shall have in effect throughout the term of this agreement a policy of public liability insurance in a sum of \$20,000,000. If requested, the policy must note the interest of the Council and must be on terms acceptable to the Council. The Organiser must provide evidence of the currency of the requisite policy upon request by Council. Where the Organiser is in breach of any provision of this clause, the Council may affect its own public liability insurance policy to cover the Organiser's activities under this agreement, the cost of which shall be a debt due to the Council.
7. The Organiser must not do anything that will void or otherwise negatively affect the insurance policy obtained under clause 7 and must, as soon as is practicable, inform the Council in writing of any such voidance or negative effect.
8. The Organiser must promptly advise the Council of the occurrence of an incident that gives or may give rise to a claim under the policy and must keep the Council fully informed of subsequent action and developments concerning the claim.
9. The Organiser indemnifies the Council against any claim, demand, action, suit or proceeding that may be made or brought against the Council arising from the Organiser's use of the Facilities, except where the claim demand, action, suit or proceedings relates to the negligent act or omission of the Council.
10. The Organiser must comply with all applicable laws and Australian Standards at all times when using the Facilities.
11. The Organiser must, as soon as practicable, make good any damage caused (whether by act or omission) to the Facilities. The Council may remedy any breach of this clause, the cost of which shall be a debt due to the Council from the Organiser.
12. The Organiser must not assign its rights under this agreement without the prior written consent of the Council, which may be withheld at Council's discretion. Any consent given under this clause may be given conditionally.
13. The Organiser must not cause any nuisance to properties within the neighbourhood of the Facilities.
14. The Organiser must not supply or consume alcohol on the Facilities without the Council's written consent which consent may be withheld at Council's discretion and which may be given conditionally.
15. The Organiser must not drive any vehicle onto the Facilities unless there is provision for vehicles by way of roads and parking areas, unless approved by Council.
16. Where Facilities are being repaired/maintained by Council, the Organiser must, in its use of the Facilities comply with any lawful direction given by the Council.
17. The Organiser warrants that, prior to each use of the Facilities, the Organiser has either:
 - a) assessed that the toilets, waste receptacles and related amenities provided at the Facilities are sufficient to serve the needs of the likely number of spectators that will attend the Organiser's event(s); or, if that is not the case
 - b) obtained the Council's consent to the installation of any additional temporary Amenities to address any deficiency and, at its cost, installed the additional amenities in a proper and workmanlike manner and in accordance with any directions from Council and other industry standards.
18. Where clause 18(b) applies, the Organiser shall, as soon as possible after the relevant use of the Facilities, remove any temporary Amenities installed.
19. The Organiser must remove any of its members from the Facilities where, in the opinion of the Council, the member misconducts themselves and Council directs their removal.
20. The Organiser must not copy any keys made available by the Council to the Organiser for the Facilities. Any keys provided to the Organiser must be returned to Council immediately following the completion of this Agreement.
21. A party may terminate this Agreement where the other party fails to pay any money due under this Agreement or commits a material breach of this Agreement. Without limiting the foregoing, a material breach is taken to have occurred where a party gives the other party notice to remedy a breach within a reasonable time and the other party fails to remedy the breach within that time; or
22. The Organiser's address for service of any notices under this Agreement shall be the address specified in the Application. Service shall be taken to have been affected in accordance with section 76 of the *Interpretation Act 1987*.
23. Sale Of Food At The Event
 - a) All temporary food premises (stalls) are to comply with the *NSW Food Authority Guidelines for Food Businesses at Temporary Events*.
 - b) Details of the stall layout, construction equipment, facilities and power source to be used are to be submitted to Council with this application.
 - c) Any vans used for the preparation and sale of food

PART 15 : TERMS AND CONDITIONS (CONTINUED)

should be constructed in accordance with the *NSW Guidelines for Mobile Food Vending Vehicles* as well as the above mentioned legislation.

- d) The stalls and /or vans maybe be inspected and approved by Council's Environmental Health Officer at the event.

24. Waste management

- a) The Organiser is responsible for waste management of the event. Council **does not** provide waste services for private or commercial purposes.
- b) All facilities, amenities and area must be left in a clean and tidy condition at the conclusion of the event devoid of all rubbish and debris. (A fee will be deducted from the bond held if this is not adhered to).

25. Amenities

- a) It is the responsibility of the Organiser to open and close the Amenities and associated Facilities on the reserve.
- b) The cost and supply of portable Amenities is the responsibility of the Organiser.
- c) Portable toilets are not to be located within 20m of a storm water drain or watercourse.
- d) Portable Amenities must be located on level ground and secured.
- e) In the event of a spillage, the Organiser is responsible to contact the hiring company immediately to rectify the problem in accordance with the *Protection of the Environmental Operations Act (1997)*.
- f) Hosing of waste material down storm water drains is not permissible.

26. Public address system/entertainment

Protection of the Environmental Operations Act (1997) applies in relation to noise control and is administered by Council, the NSW Police Service and the Environment Protection Authority. All approved events must adhere to conditions as set out in the Noise Guide for Local Government - www.epa.nsw.gov.au/resources/noise/20130127NGLG.pdf.

27. Power requirements

- a) All electrical installation shall comply with AS-3002 - Temporary Wiring of Amusement devices.
- b) Double adapters and 3 pin adapters (piggyback) are NOT to be used.
- c) Flexible extension cords shall be supported above the ground, at a height of not less than 2.5 metres or covered using suitable cable trays. This does not apply within a distance of 2 metres from where the power is to be used.
- d) All electrical equipment used must have been tested and tagged as per Work Cover Code of Practice within 6 months of use.
- e) All outdoor lighting to be switched off by 10pm.

28. Use of Facilities

- a) The Organiser is responsible for set up in such a way that it prevents damage to people or property by providing adequate precaution i.e. temporary netting or fencing.
- b) Any damage caused to persons or property will be the responsibility of the Organiser.

29. Amusement devices

- a) Each amusement device must be registered with the Work Cover Authority as required under the Occupational Health and Safety Regulation 2001, Part 5 - and Australian Standard.3533 Registration.
- b) A copy of the current "Certificate of Worthiness" for each item must be submitted.
- c) Evidence of a current up to date service logbook must be provided.
- d) Each amusement device must have in force a contract of insurance or indemnity of not less than \$20,000,000 Public Liability Insurance. (Certificate of currency is to be presented.)
- e) Copies of the above requirements should be submitted to Council by the Organiser no less than 14 days prior to the event.
- f) The ground or other surface on which devices are to be erected must be sufficiently firm to sustain the device while in operation and not dangerous because of its slope or irregularity or for any other reason.
- g) All structures being set up prior to the event are the Organiser's responsibility for security of equipment and safety to the public.

30. Scaffolding, viewing stands, judging stands, stages

- a) Stages and scaffolding must be erected by appropriately ticketed operators.
- b) Public Liability Cover of \$20,000,000 is required for any persons setting up structures and/or scaffolding.
- c) All structures being set up prior to the event are the Organiser's responsibility for security of equipment and safety to the public.
- d) The ground or other surface on which structures are to be erected must be sufficiently firm to sustain the device while in operation and not dangerous because of its slope or irregularity or for any other reason.
- e) All structures must be weighted appropriately.

31. Advertising/displays

- a) Signs are not permitted unless authorised by Council.
- b) The maximum period of display for signage will be determined by Council.
- c) Signs must be removed immediately after the event.
- d) It is the organiser's responsibility to ensure signage is erected securely and safely.

PART 16 : DEFINITIONS

Application means the "Expression of Interest for Markets in the City of Ryde" submitted to the Council by the Organiser.

Approved Purpose means the purpose identified in the Licence Agreement.

Approved Time means the dates and times specified in the Licence Agreement

Bond means a payment withheld during the term of the contract. Bond is refundable following assessment by Council.

Council means the City of Ryde Council and includes, where the context allows, its employees and authorised agents.

Facilities means the facilities identified in the Licence Agreement .

Fee means the fee identified in the Licence Agreement.

Organiser means the Organiser specified in the Application and includes, where the context allows, the Organiser's employees, agents and invitees.

Licence Agreement means the contract between the Council and the Organiser approving the operation of markets in the City of Ryde under the terms and conditions of the agreement.

PART 17 : FEES AND CHARGES

ANDERSON PARK MEADOWBANK FEES AND CHARGES

Weekly rate \$588

A tax invoice will be sent quarterly.

REFUNDABLE BOND

\$2,680

PART 18 : DECLARATION

The following declaration is to be signed by the Organiser of the markets.

It is important that you fully understand the terms and conditions pertaining to the running of events in Council's public spaces. It's the responsibility of the Organiser to meet the conditions and contact the relevant authorities ensuring that all necessary documentation outlined in the application are attached with this application.

Name of Markets

Location of Markets

Market start date

 / /

Market end date

 / /

I accept and understand the terms and conditions outlined in this application

Name (please print)

Position (please print)

Signature

Date

 / /

Contact telephone number during business hours:

OFFICE USE ONLY

Receipt number

Amount paid

 \$

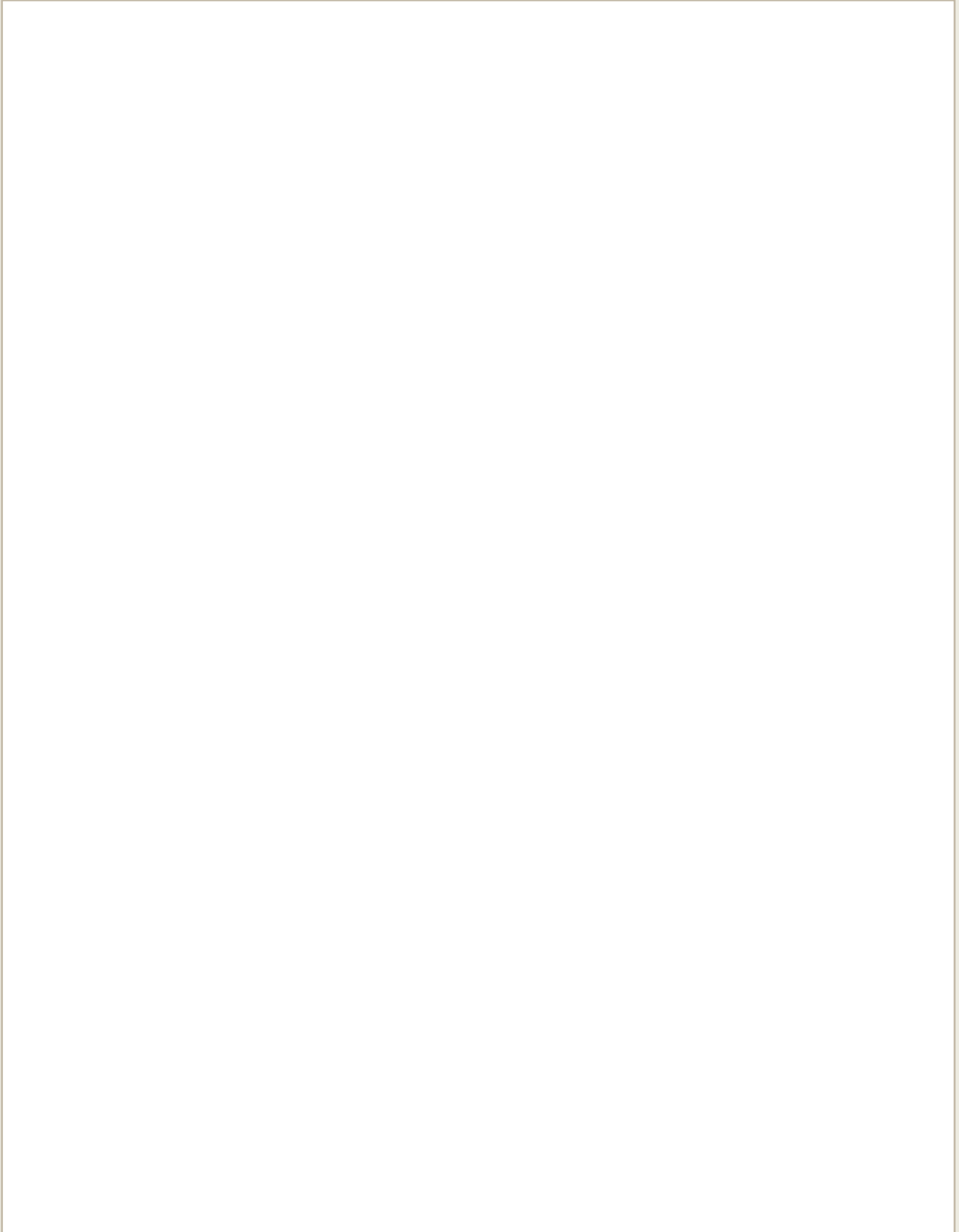
Date received

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ATTACHMENT 1

SITE PLAN OF THE MARKETS

Please provide a detailed site plan with dimensions including location of all structures: parking (including proposed additional parking): details of road closures; PA systems; amusement devices; tents, marquees; food/drink/merchandise stalls; stage; sound & lighting towers; portaloos; access path; temporary seating; marquees; signage; displays; first aid station; emergency vehicle access etc.

A large, empty rectangular box with a thin black border, intended for the user to draw a detailed site plan for the markets. The box is currently blank.