



CASUAL APPLICATION FOR A STREET STALL

Only non-for profit organisations can apply for Street Stalls. Raffles and the sale of second-hand goods have additional specific conditions. Please contact Councils Booking Officer on 9707 9999 for further information. **Fees must accompany this application form - 10 working days prior to event**

HIRER

Contact Person: Position:

Organisation:

Address:

Postcode:Email:.....

Contact No: Mob: Fax:

STALL HIRE

Please tick the appropriate box. Sites with * have specific terms and conditions. Please refer to these located in the Terms and Conditions

<input type="checkbox"/>	BANKSTOWN: The Plaza	<input type="checkbox"/>	*BIRRONG: 83 - 85 Auburn Road Outside supermarket store (off footway)
<input type="checkbox"/>	CHESTER HILL: Waldron Road, next to Post Office in laneway	<input type="checkbox"/>	*GREENACRE: 138- 146 Waterloo Road, next to the Arcade in Shopping Centre.
<input type="checkbox"/>	GREENACRE: McGuigan Place, Waterloo Road	<input type="checkbox"/>	*PANANIA: concrete pad outside the library in Anderson Ave
<input type="checkbox"/>	*PANANIA: 219 Tower Street - outside Franklins	<input type="checkbox"/>	*PANANIA: Cnr Tower & Anderson Ave
<input type="checkbox"/>	*PADSTOW: 5 Faraday Road, outside Woolworths	<input type="checkbox"/>	REVESBY: Cnr Simmons Street & Marco Avenue
<input type="checkbox"/>	*YAGOONA: 516 Hume Highway, outside IGA Supermarket (back of footway)	<input type="checkbox"/>	OTHER: Please contact Council

Date of hire:

Time: Set up from..... Depart.....Time of stall operation: Start..... Finish.....

Do you require waste bins? (A hire charge is applicable) Yes/No Number required:.....

If no, the hirer is expected to clean the area after the event. The hire of waste bins is compulsory for sites if more than 100 people attending and/or depending on the type of event. You will be informed if bins are required.

PURPOSE OF HIRE

Please list products that will be sold.

.....

Maximum number of Stalls per site is 2.

Number of Stalls.....

1.Stall Size.....x.....x..... 2.Stall Sizex.....x.....

TERMS & CONDITIONS OF HIRE

- a) The hirer is to accept responsibility for the cost of repair of any damage or breakage to any part of the buildings, fittings or other property of the Council caused through the use of Council's property by the hirer.
- b) Council reserves the right to impose any further charges, terms and conditions in respect of any hiring. Any additional fees and charges introduced by Council for the new financial year will be payable after 1 July each year. Such further terms may be in addition to or in substitution of all or any of the charges, terms and conditions contained herein.
- c) Fees must accompany this application form - 10 working days prior to event
- d) Street stalls are only permitted to be held by not-for-profit organisations. You are to provide documentation that proves your organisation's not-for-profit status.
- Copy of your group's Certificate of Incorporation (from the Department of Fair Trading)
or
 - An Authority to Fundraise (from the Department of Gaming and Racing)
or
 - Income Tax Exempt Charity Statement (from Australian Taxation Office)
- e) Only 1 booking per area, per month, per organisation is permitted. The Hours of Operation are between 8am and 6pm.
- f) The local police must be contacted if second hand goods are offered for sale to ensure that you do not breach the Second Hand Dealers and Collectors Act.
- g) Stall holders should be aware of the general conduct of their volunteers and endeavour to leave the area in a clean and litter free condition, obey noise rules and will not be allowed to canvas member of the public by way of loudspeaker etc.
- h) Stall holders may display a sign indicating the purpose for which the stall/raffle is being conducted. Council must be notified if you intend to display any other signs including warning and advertising signs.
- i) Street stalls must not obstruct free passage of pedestrians, children, people with prams, the elderly, people with disabilities, wheelchairs and cater for pedestrians and passing traffic.
- j) Raffles can only be conducted for the purpose of raising funds for a non-profit organization etc subject to the appropriate approval having been obtained beforehand from: Office Charities – Department of Gaming & Racing.
- k) All portable structures must be secured in strict accordance with the manufacturer's instructions guidelines.
- l) Public seating, lamp poles and other street installations must not be used in conjunction with the approved occupation.
- m) Soliciting or unwanted approach to members of the public is not permitted.
- n) No vehicle is to be driven onto or parked on the footpath for any purpose.
- o) If you are having a stall at Polling Places on Election day please apply directly with the electoral commission. For State & local elections please proceed to <http://www.elections.nsw.gov.au/> and for federal elections <http://www.aec.gov.au/index.htm>.

SPECIFIC TERMS AND CONDITIONS

PANANIA: 219 Tower Street - Outside Franklins written permission from Franklins store manager is required to be obtained by the organisation holding the stall. A copy of this must be forwarded to council before approval can be given

PANANIA: Concrete pad outside the library in Anderson Ave. A site plan must be submitted to Council before approval can be given.

PANANIA: Cnr Tower & Anderson Ave. A site plan must be submitted to Council before approval can be given.

GREENACRE: 138- 146 Waterloo Road. Next to the arcade in shopping centre. If the stall is be held outside a shop written Permission from the shop owner is required to be obtained by the organisation holding the stall. A copy of this must be forwarded to council before approval can be given

YAGOONA: 516 Hume Highway, outside IGA Supermarket (back of footway) written permission from IGA store manager is required to be obtained by the organisation holding the stall. A copy of this must be forwarded to council before approval can be given.

INSURANCE

"A casual hirer means any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for **non-commercial** or **non-profit** making purposes **less frequently than once per calendar month or 12 times per calendar year**., shall be covered under Council's Casual hirer policy. If the Hirer is not determined to be a casual Hirer or is a sporting club, commercial enterprise, or an incorporated body or hires the facility more **than once per calendar month or 12 times per calendar year**, the Hirer's use and occupation of the facility shall be at its own risk and the Hirer shall have in effect insurance which shall at all times cover liability to the public (including the Hirer's invitees) for an amount of not less than \$10,000,000 indemnity in respect of personal injury to or death arising by accident of any person whomsoever and in respect of any injury, loss or damage to any property or personal effect whatsoever arising out of or caused by the use or occupation of the facility by the Hirer or its invitees. The Hirer shall ensure that the policy of insurance is in the name of the Hirer or their Association and that the policy is affected with an insurer or insurers to the satisfaction of the Council and that a Certificate of Currency must be supplied to Council with the signed hire agreement application form. **A cross Liability clause naming the Hirer and Bankstown City Council is to be incorporated into the insurance policy wording.** Hirer must maintain the policy during the period of use and occupation of the facility. Subject to the activities conducted during the period of hire, Council reserves the right to vary the amount of insurance indemnity required.

The Hirer shall, as soon as practicable, inform the Council in writing of the occurrence of an event that may give rise to a claim under a policy of insurance and shall ensure that the Council is kept fully informed of the subsequent action and developments concerning the claim. The Hirer shall indemnify and keep indemnified the Council from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Council or the employees, agents or contractors of the Council or any of them in respect of any personal injury to or the death of any person whomsoever or loss or damage to any property whatsoever arising out of the use or occupation of the facility by the Hirer or its invitees.

The Council shall not be liable for any loss of or damage to any property or injury sustained or suffered by the Hirer or its invitees, where such loss, damage or injury arises in any way out of the hiring unless due to negligence of the Council.

If the applicant qualifies as a casual Hirer, the Hirer will be indemnified by casual Hirer's policy arranged by Council on behalf of the Hirer. However, if a claim is made the Hirer will be required to pay the policy excess of \$2,000.

APPLICANT'S SIGNATURE

I have read the Terms & Conditions of Hire and agree to be bound by those Conditions.

Signature:

Date:

PRIVACY STATEMENT
You will need to provide personal information to Council in respect of this application. Council is required under the Privacy & Personal Information Protection Act 1998 (PPIPA) to collect, maintain & use your personal information in accordance with the Privacy Principles & other relevant requirements of the PPIPA. For further clarification please contact the Privacy Contact Officer at Council.

BANKSTOWN CITY COUNCIL PO Box 8, Bankstown NSW 1885 **DX** 11220 **ABN** 38 380 045 375
CUSTOMER SERVICE CENTRE Upper Ground Floor, Civic Tower, 66-72 Rickard Rd, Bankstown **PH** 02 9707 9999 **FAX** 02 9707 9495
Hours 8.30am - 5.00pm Monday to Friday **EMAIL** council@bankstown.nsw.gov.au

www.bankstown.nsw.gov.au