**REFUGEE WEEK 2023 MARKET STALL - TERMS AND CONDITIONS**

## COVIDSafe Plan

## It is mandatory for every Victorian business with on-site operations to have a [COVIDSafe Plan](https://www.coronavirus.vic.gov.au/covidsafe-plan). The City of Greater Dandenong Council is not responsible for review or approval of COVIDSafe Event Plans. For more information, please visit [coronavirus.vic.gov.au/covidsafe-plan](http://www.coronavirus.vic.gov.au/covidsafe-plan). Please also ensure you have hand sanitizer available at your stall.

## Legal requirements

**Selling alcohol, offensive materials, weapon-lookalike toys, or illegal goods is strictly prohibited.**

## Insurance

A copy of your Public Liability Insurance valid on the event date is required for participation in this event. This is a compulsory requirement. Please supply this when submitting your application.

A Public Liability and Productions Liability insurance policy in a form approved by the Council; noting the Council as a Principal, insuring for a sum of not less than twenty (20) million dollars the Council and the Stallholder against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Council or Stallholder, or both arising out of or in relation to this agreement. The policy must also confirm that the insurance cover includes across liability clause extending the policy so that the words “the insured” shall be considered as applying to each party comprising the insured, as though a separate policy has been issued to each of the parties in the same manner as if that party were the only party name as the insured. Proof of this policy must be by way of certificate of Currency.

Such other policies the Council may reasonably require. It is highly recommended that this include a policy to cover damage to the contents of the site including all fixtures and fittings against loss or damage by fire, storm and tempest, explosion, earthquake, riots, strikes, malicious damage, impact by vehicles including aircraft and other aerial devices, extraneous water including flood, burglary, and damage by burglary and accidental damage for their full reinstatement and replacement value.

## Other conditions

Once an application is approved, items as specified in the application cannot be changed. The Council reserves the right to reject applications or stop stalls from trading any items or engaging in any promotional activities not complying with the approved application, consumer protection guidelines, Council Policy, or being offensive to the public. This includes gambling activities, the selling of alcoholic drinks, items deemed to be dangerous and offensive.

That Council may, at the organiser’s discretion and for any reason including, but not limited to, public safety, resolve to temporarily close part of, or the entire Festival site during the scheduled period of event. You hereby acknowledge the Council’s right to take this action and hereby agree that in the event that if the Council does so, then you will not seek to claim any compensation nor otherwise seek to impose any liability on the Council of any nature whatsoever.

By completing an application to trade at the event, you agree to:

* behave in a polite and professional manner to all participants, workers, event staff, volunteers and other stallholders involved;
* to respect the Council’s security arrangements and comply with the measures put in place to ensure a safe and secure Festival for both the public, event staff, workers, volunteers and stallholders;
* take all reasonable care, including respecting the rights of other stallholders in the use of communal storage areas, including refrigerated space;
* comply with decisions made by management of the Festival, including any decisions relation to the stall site; and
* comply with all related sections of the Fair Trading Act 1990 in the conduct of the stall site;
* agree to indemnify and keep indemnified and to hold harmless the Council its servants and agents from and against all actions, costs, charges, expenses and damages whatsoever which may be brought or claimed against them, arising out of or in relation to this agreement, provided that this indemnity shall not apply where such actions, costs, charges, expenses and demands have arisen due to the negligence of the Council its servants and agents.

The Council reserves the right to, after notice and opportunity to rectify, close any stall that does not comply with the terms and conditions of this agreement.

The Council holds the right to reject an application at its own discretion.

## Event marketing

In an effort to promote the event, we will ask all participating stall holders to undertake the following:

* Engage with the Social Media promotion by sharing it with friends and posting about the event on your social media.
* List the event on your website, if available.
* Distribute hardcopy flyers, if appropriate.

## Working with Children Check

The Working with Children Check is a screening process for assessing or re-assessing people who work with or care for children in Victoria. City of Greater Dandenong is child friendly city and require all contractors and event participants to hold a Working with Children Check Card. All event participants are required to hold Working with Children Check.

Participants will not be able to participate on an event day unless holding Working with Children Check Card.

Working with Children Check card copy will need to be submitted through our email at events@cgd.vic.gov.au and available on the day of the event.

## Privacy statement

The City of Greater Dandenong values and is committed to protecting your privacy. We handle your personal information in accordance with the Privacy and Data Protection Act 2014 *(Vic).*

For information about our broader collection, use, and disclosure of personal information, please refer to our privacy policy at [www.greaterdandenong.com](http://www.greaterdandenong.com)

Information collected from this expression of interest will remain the property of the City of Greater Dandenong and will be kept as long as they are required administratively. Council will manage and dispose of the information in accordance with the *Public Records Act 1973.*

Council will not disclose your personal information to third parties without your consent unless we are required or authorised to do so by law.

You may request access to, or correction of, documents that contain your personal information which are in our possession. For information on how to make a request for access or correction, please contact Council’s Privacy Officer on 8571 1000.  Requests for access or correction will be handled in accordance with the Freedom of Information Act 1982 (Vic).

If you believe Council has breached your privacy, please forward a written complaint to City of Greater Dandenong, Privacy Officer, PO Box 200, Dandenong, Vic, 3175.