

Campbelltown City Council

Moonlight Markets

at Thorndon Park



Food Vendor Requirements & Application Form



Thorndon Park Hamilton Terrace, Paradise

3 November • 1 December • 2 February • 1 March
5.30pm-9.30pm

www.campbelltown.sa.gov.au/markets



Moonlight Market Conditions

Priority for food vendors will be given to local businesses who are full members of the Campbelltown Food Trail.

Council's Event Coordinator will contact you if a position becomes available in the lead up to each market. Participation is valid for the market date specified and does not guarantee an ongoing position at every market.

The following requirements apply to all food vendors:

1. Council's Event Coordinator has discretion and control of the operation of the Moonlight Markets and the food vendors which can participate.
2. Council acknowledges that some businesses may sell the same types of foods/goods that are in direct competition with another operator. When this occurs, Council's Event Coordinator will evaluate and liaise with the businesses to book them into alternate Markets or place businesses in different areas of the Markets. This will ensure each business has a fair opportunity to trade and be successful and that there is a variety of food.
3. The Events Coordinator will allocate food vendor sites and prepare a site plan for each market. The layout of the Market is subject to change. Site changes cannot be altered by food vendors without prior approval. No food vendor is entitled to a particular position.
4. Food vendors at the Markets are required to sell goods most aligned to their primary business and description provided in the application. Any additional items must be discussed with Council's Event Coordinator prior to the day of the Market.
5. To be considered to take part in the Moonlight Markets all food businesses are required to complete and return the following forms:
 - a. Moonlight Markets' Application Form
 - b. Copy of Product & Public liability insurance for \$20 million
 - c. Payment Authority for Moonlight Markets
 - d. Eastern Health Authority Temporary Food Premises Notification Form. Please Note Eastern Health Authority carry out regular random inspections of Food Stalls at Moonlight Markets
6. Any food vendors participating in the Moonlight Markets are required to supply their own van or 3 x 3m marquee with suitable weights.
7. All food vendors are required to respect each other and to operate harmoniously. If any issues arise, please discuss them with Council's Event Coordinator for resolution.
8. All COVID rules and regulations at the time of the market, must be adhered to, and all instructions by COVID Marshals must be followed (if applicable).
9. Set-up on the day of markets begins at 2pm with pack-up beginning at 9.30pm or when patrons leave (whichever is later). If you need to set-up before 2pm please inform the Event Coordinator.
10. This application is not transferable.
11. Food vendors are required to have a current Public Liability Insurance policy for a minimum of \$20,000,000 (twenty million dollars) which provides cover against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the Applicant in relation to the activity.
12. The food vendor agrees to indemnify and to keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the Permit.
13. The food vendor must ensure electrical equipment is tagged and tested for the safety of visitors and participants. If the equipment is not tagged, not in approved cable covers, or is faulty, the item will be disconnected or removed until the hazard has been rectified or the stall will be shut down. The food vendor must ensure that electrical leads do not create a trip hazard for the safety of Participants and Spectators.
14. The food vendor must be aware of and comply with the requirements of the Eastern Health Authority. EHA Temporary Food Premises Notification form is attached to this form and available at www.eha.sa.gov.au/food-safety/temporary-events and must be completed and submitted with the application.
15. The food vendor must be aware of and comply with the Food Act and any other Legislation, Council By-Law, guideline or standard relating to the preparation and service of food.
16. The food vendor must be aware of and comply with the SafeWork SA Guidelines for Event Safety www.safework.sa.gov.au/industry/recreation-and-events/event-safety and in particular note information relating to gas cylinders.
17. The sale of alcohol beverages requires a current Liquor Licence to be provided to the Council and to be displayed at the vendor's stall. www.sa.gov.au/topics/business-and-trade/liquor/apply

Moonlight Market Conditions

18. The Council is committed to reducing the amount of waste sent to landfill. To help with this goal, Council is requiring food vendors to comply with the following requirements:

- a) The food vendor will only provide food and beverage catering material that is compostable or reusable. You will be asked to provide evidence that the items you bring are compostable.

‘Compostable’ in the context of this contract means –

- For single-use utensils such as straws, cutlery, chopsticks and drink stirrers:
- a fibre (e.g. wooden or bamboo) product that does not contain fossil fuel derived plastic or bioplastic to meet the requirements of South Australia’s SUP Act.
- For other food and beverage catering material such as plates, bowls, boxes, clam shells, bags, cones, napkins, cups and lids (hot and cold), cup holders etc:
- a fibre or paper product that does not contain fossil fuel derived plastic or bioplastic; or a product certified compostable under AS 4736 or AS 5810.



‘Reusable’ in the context of this contract means – service ware that is washable onsite and able to be used at subsequent events.

Please note South Australia is progressively banning the use and supply of certain single use-plastics including:

- from March 2022 – single-use plastic straws, cutlery and stirrers,
- from September 2022 - expanded polystyrene cups, plates, bowls or clamshell containers
- and from September 2023 – single-use plastic bowls and plates and plastic pizza savers.

(www.replacethewaste.sa.gov.au)

- b) The vendor will not supply plastic wrap, plastic bags or synthetic carry bags to customers – bags must be either reusable, compostable (not biodegradable) or 100% paper without plastic gloss.
- c) The vendor will take part in any reusable cup scheme that Council is taking part in for the purposes of reducing cups in the waste stream.
- d) The vendor will comply with the waste and recycling systems that council provides at the end of each night, or the waste must be taken with you. There will be tools and education provided to assist with this, for example:
 - Organics for composting (food scraps, coffee grounds, paper towel, soiled or wet cardboard boxes)
 - Recycling (including rinsed wine bottles, aluminium cans, milk containers or clean, dry cardboard boxes)
 - Waste (including small items such as soft plastics)
 - Liquid waste is not to be poured into gutters or drains, or anywhere not designated for liquid waste – you will be advised on this if it concerns you.
- e) The site must be left in a clean and tidy condition at the conclusion of the event. Failure to do so may result in a cleaning fee.

Please acknowledge you have read and accept all requirements.

Name: Date:

Signature:

Campbelltown Moonlight Market Application 2023/2024

Applicant Details

Business Name: _____ Contact Name: _____

Email: _____ Contact Number: _____

Address: _____ Suburb: _____

Event Details

Moonlight Markets you would like to participate in: November ☐ December ☐ February ☐ March ☐

Proposed Food and Beverage

Please provide a detailed description including prices:

Food		
Proposed food to be sold	Description	Price

Beverage		
Proposed beverage to be sold	Description	Price

Description of Marquee/Van - if possible please provide a photo

Type of facility and size): Van: _____ Marquee: _____ Other (details): _____

Gas Cylinders Yes ☐ No ☐ Storage details: _____

Please provide details of above including dimensions and how it will be secured to the ground:

Access Requirements

Power access required Yes ☐ No ☐ Details: _____

Vehicle access required: Yes ☐ No ☐ Details: _____

Statement of Compliance

I have read and understood the Eastern Health Authority Food & Fact Sheet for Safety Information for Special Events and SafeWork SA Event Safety Guidelines and agree to comply with the conditions, guidelines and standards set therein.

Name: _____ Date: _____

Signature: _____

Campbelltown Moonlight Market Application 2023/2024

PAYMENT AUTHORITY FORM

Business Name:..... Contact Name:

Payment Details

2023/2024 Fees per Market: Non Food Trail Members \$175.00 (inc) ☐
Food Trail Full Membership Members \$55.00 (inc) ☐

Please debit my account / credit card for Markets: November ☐ December ☐ February ☐ March ☐

Tax Invoice Receipts will be emailed upon receipt of payment.

Please **only** complete the Direct Debit selection below or speak to Finance on 8366 9222 if you'd prefer to pay via Credit Card.

1. Direct Debit

I/We request and authorise the Campbelltown City Council (User ID411180) to arrange, through its own financial institution, a debit to your nominated account below with any amount the Campbelltown City Council has deemed payable by you. This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement. Refer over page for Direct Debit Request Service Agreement.

Name of Bank or Financial Institution
Branch
Account Name
BSB Number (6 digits) ___ - ___ Account Number

Acknowledgment

By **signing** and/or providing us with a **valid instruction** in respect to your **Direct Debit Request**, you have understood and agreed to the terms and conditions governing the debit arrangements between you and **Campbelltown City Council** as set out in this Request and in your Direct Debit Request Service Agreement.

Signature: Date:

Please return the Application form along with following documents to: mail@campbelltown.sa.gov.au titled **Moonlight Market Food Vendor Application Form**

- a) Current Certificate of Currency for \$20 million Public Liability Insurance
- b) Eastern Health Authority Food Safety Information for Fairs & Special Events
- c) Payment Authority Form for Moonlight Markets
- d) Copy of the Business's Liquor Licence (if applicable).

Direct Debit Request Service Agreement

The following is your Direct Debit Service Agreement with **Campbelltown City Council ABN 37 379 133 969**. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

Definitions

Account means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between *you* and *us*.

Banking Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit Day means the day that payment by *you* to *us* is due.

Debit Payment means a particular transaction where a debit is made.

Direct Debit Request means the Direct Debit Request between *us* and *you*.

Us or **We** means **Campbelltown City Council** (the Debit User) *you* have authorised by requesting a Direct Debit Request.

You means the customer who has signed or authorised by other means the *Direct Debit Request*.

Your Financial Institution means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

1. Debiting your account

1.1 By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between *us* and *you*.

1.2 We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*.

1.3 If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*. If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

2. Amendments by us

2.1 We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least **fourteen (14) days** written notice.

3. Amendments by you

3.1 *You* may change, stop or defer a debit payment, or terminate this agreement by providing *us* with at least **fourteen (14) days** notification by writing to:

PO Box 1, Campbelltown SA 5074 or

by telephoning *us* on **08 8366 9222** during business hours; arranging it through your own financial institution.

4. Your obligations

4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *Direct Debit Request*.

4.2 If there are insufficient clear funds in *your account* to meet a debit payment:

(a) *you* may be charged a fee and/or interest by your *financial institution*;

(b) *you* may also incur fees or charges imposed or incurred by *us*; and

(c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that we can process the *debit payment*.

4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.

4.4 If **Campbelltown City Council** is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay **Campbelltown City Council** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on **08 8366 9222** and confirm that notice in writing with *us* as soon as possible so that we can resolve your query more quickly. Alternatively *you* can take it up with *your financial institution* direct.

5.2 If we conclude as a result of our investigations that *your account* has been incorrectly debited we will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. We will also notify *you* in writing of the amount by which *your account* has been adjusted.

5.3 If we conclude as a result of our investigations that *your account* has not been incorrectly debited we will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing.

6. Accounts

You should check:

(a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions;

(b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and

(c) with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

7. Confidentiality

7.1 We will keep any information (including *your account* details) in *your* *Direct Debit Request* confidential. We will make reasonable efforts to keep any such information that we have about *you* secure and to ensure that any of our employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about *you*:

(a) to the extent specifically required by law; or

(b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

8. Notice

If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to: **PO Box 1, Campbelltown SA 5074**

8.2 We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*.

8.3 Any notice will be deemed to have been received on the third *banking day* after posting.