

STALLHOLDER SERVICE AGREEMENT

This Agreement is between South Eastern Sydney Local Health District ABN 70 442 041 439 of District Executive Unit Locked Mail Bag 21 TAREN POINT NSW 2229 and the Stallholder for the duration of the use of the Site by the Stallholder.

A Stallholder wishing to rent a site on the St George Hospital campus, shall acknowledge that he/she has read this agreement, and that as a signatory to this agreement, the Stallholder is bound by the terms and conditions contained herein.

DEFINED TERMS

Community Relations (CR) - Means the officer(s) authorised by St George Hospital to implement and oversee the conditions of this agreement. This representative will be a member of the Community Relations Department who will be directed by the St George Hospital management.

Site - An area allocated by the St George Hospital to hold a stall.

SGH - Means St George Hospital and Community Health Services.

SESLHD - Means South Eastern Sydney Local Health District.

Stallholder – means the person or entity who is entering into this agreement with SESLHD and who will be permitted to operate a stall on the Site.

APPLICATION PROCESS

Any person who wishes to be considered for a stallholder site on the SGH campus shall first complete a Stallholder Application Form. Completed forms are to be emailed to the CR department via email: seslhd-stgeorge-communityrelations@health.nsw.gov.au. New stallholders will be requested to provide references.

GOODS THAT MAY BE SOLD

Only the goods described and authorised on the registration form shall be sold from the stall. Pharmacy items, cigarettes, tobacco and alcohol will not be permitted to be sold. Dangerous or harmful merchandise including knives, cap guns and replica guns are also not to be brought to the Site or offered for sale.

STALL BOOKING

CR will liaise with the stallholder to agree the appropriate date, time and venue for the stall.

Stalls may be cancelled at SESLHD's discretion with appropriate notice provided to stallholders. This notice may include the day before in extreme circumstances for example weather.

Stallholders will be charged a \$200 (food stall) or \$150 (other stall) rental fee per stall plus 1 x parking pass (if available). If the weather is uncertain and a stallholder proceeds with the stall, full rental payment is to be made whether or not weather permits the stall to be used.

Stalls are non-transferrable and cannot be sublet.



STALLS

Stallholders are required to bring their own tables and gazebo. Gazebos are to be secured at all times so that they will not move should it be windy. In extreme/windy weather, they are to be packed away immediately.

SGH will provide the stallholder with a Carbon Dioxide CO2 Fire Extinguisher while they are on campus, to be collected from CR before setting up the stall. The extinguisher is to be returned to CR at the end of the stall period. Dry power extinguishers are not to be used on the hospital campus.

COVID-19 INFORMATION

All stallholders are required to wear a mask before entering and while inside any SESLHD healthcare facility. If the stallholder has cold or flu-like symptoms such as a cough, fever, sore throat or runny nose, the stallholder must stay at home and not proceed with the stall. We ask stallholders to adhere to the Covid safety plan which includes compliance with PPE, mask wearing whilst in hospital clinical buildings, hand hygiene, physical distancing and vaccination requirements. Hand sanitisers are to be available at your stall and hand hygiene practices performed. Stall holders are required to be triple vaccinated. CR may ask to view the vaccination status of the stallholder employees.

PROMOTION

CR will circulate correspondence internally to advise hospital staff of the stall.

Any on-site advertisement by the stallholder is to be limited to the stall area only. Displays must be of a high standard and be placed where they will not result in a work, health and safety hazard. No other advertising including of a political or advertising nature is permitted at the event.

INSURANCES LICENCES AND REGISTRATIONS

- (a) Stallholders shall provide evidence of public and product manager liability insurance from an approved provider. Insurance shall be kept current at all times. Failure to hold current insurance shall be a material breach of this Agreement which will lead to immediate termination of this Agreement if it is not remedied prior to the stall being set up.
- (b) Stallholders shall ensure that their business practices and goods and services comply with all relevant product, safety, business and trade legislation.
- (c) Stallholders shall obtain any licenses and registrations required for the sale of their goods and display them as required. Registration and license certificates shall be available for inspection by CR at all times. If these certificates cannot be produced upon demand the stallholder shall be suspended from trading until the necessary documentation is produced.
- (d) Stallholders applying to sell produce, food or food products shall meet all food safety standards.
- (e) All stallholders are responsible for supplying electrical leads and adaptors for connection to power. Any electrical equipment used at the stall shall have current certification and/or an inspection tag, meet Australian safety standards and be in good working order.

LOSS AND DAMAGE CLAIMS

- (a) SESLHD shall not be liable for any damages or costs whatsoever arising, either directly or indirectly, from products sold by stallholders.



- (b) SESLHD shall not be liable for any injury, loss or damage whatsoever occasioned to, or suffered by, the stallholder, their relief assistance and/or staff as a result of the use and occupation of the site in connection with any activity carried on at the site except to the extent that such injury, loss or damage is caused or contributed to by the negligence of SESLHD its staff or agents.
- (c) Stallholders, by signing this Agreement, shall indemnify SESLHD in relation to all claims for damages or costs whatsoever arising from the provision to them of a site, or the sale by them of any product at that site, whether by the stallholder or any person representing the stallholder or their product.
- (d) In the event of any action involving a stallholder, their staff or their product, to which SESLHD is joined as a party to the dispute and/or litigation, SESLHD and/or its insurers shall seek to recover all costs and expenses incurred by SGH and SESLHD from the Stallholder and/or his/her associate business entity or company. SESLHD's liability is limited to the extent to which (if any) the negligence of its officers, agents or employees contributed to any loss or damage in connection with the approved use of the Site.

RENTAL AND OTHER FEES

Rental fees can be paid by cash, cheque or credit card to CR or the Cashiers Office. Fees apply for dishonoured cheques.

For regular stallholders, SGH shall provide a minimum of 1 month's written notice of any general increase in rental or hire fees.

PARKING

Stallholders may use the SGH Services Centre Loading Dock (via Gate 1, Belgrave Street, Kogarah) to unload stall equipment and goods. Vehicles are not to remain on-site once they have finished unloading. If available, 1 x parking voucher will be provided to Stallholders.

Stallholders may use the SGH Services Centre Loading Dock to re-pack vehicles at the end of the stall day. At no time may vehicles double park.

Carparking facilities, surrounding the SGH (Gray St and Belgrave St carpark) are commercially operated. Parking fines will be issued to stallholders who leave their vehicles in restricted areas.

SGH Security Department also have the right to issue fines for any vehicles who do not abide by the campus parking signs.

RUBBISH AND WASTE

The stall site must be left in the condition in which it was found. All rubbish, waste and packaging must be taken away by the stallholder. Bins provided on the campus are not to be used for stallholder rubbish. No materials are to be disposed of via gutters or stormwater drains.

The stall area and its surrounds must be kept in a clean and tidy state whilst occupying the stall area. Additionally, no materials are to be left in the stall area outside of trading areas. The stallholder must promptly clean up any spills and other leaks that arise from use of the stall area.

No polystyrene is to be used and drinks must be sold/ supplied in recyclable containers.





GENERAL STALLHOLDER CONDUCT

- (a) No stallholder shall behave in an improper manner, or use language that is foul, threatening, or abusive towards any person.
- (b) No stallholder shall refuse, neglect or fail to comply with any reasonable directive from the SGH management.
- (c) SGH retains the right to enter any stall at any time and remove any article which in its opinion is offensive, dangerous or culturally insensitive or not suitable for the event.
- (d) Amplified sound systems shall be authorised, and will be monitored for appropriate sound levels by CR. Sound levels should not disturb other stallholders and persons on site.
- (e) No dogs, excepting guide/aid dogs shall be permitted on the campus. Only SGH management may make exceptions to this rule.
- (f) Wheelchair access ramps and thoroughfares shall be kept clear at all times.
- (g) All NSW Health facilities are designated as non-smoking areas. All stallholders shall comply with the non-smoking policy.
- (h) Stallholders shall not damage or alter gardens or landscaping on the SGH campus.
- (i) Stallholders shall proceed to designated assembly areas in response to emergency announcements. CR will advise Stallholders of the location.

PRIVACY

SESLHD takes privacy very seriously. SESLHD asks that you do not take photographs, videos or audio recording of patients or staff.

Stallholder Name

Name of Company & ABN

Name

Position

Signature Date

Angela Karooz, General Manager, St George Hospital & Community Health Services

Signature Date

