

Standard Terms and Conditions for participation in the Rotary Club of Lane Cove - Car Boot Sale Event

It is Agreed:

AGREEMENT TO BE BOUND

1. Event Participation

By submitting the Application Form, you agree to accept these Terms and Conditions pursuant to which we agree to allow you to participate in the Event and use the Allocated Space.

WHAT AM I HIRING, WHAT FOR and WHEN?

2. The Allocated Space

In consideration of the payment of the Hire Fee and Booking Fee your observance of these Terms and Conditions, the Club agrees to hire to You the Allocated Space, in accordance with the Agreement. By submitting the Application Form, you have agreed to accept these Terms and Conditions and the Agreement for the hire of the Allocated Space for the purposes of your participation in the Event.

All Allocated Spaces must be pre-booked via the ONLINE "TryBooking" website with the VEHICLE REGISTRATION nominated. Only the registered vehicle may be used in the Allocated Space.

Bookings for an Allocated Space are not final until the Hire Fee is received by the Club through the online booking system.

Access to the Allocated Space on the day will only be available to vehicles registered or booked ONLINE.

3. Permitted Use

You may use the Allocated Space only for the Permitted Use during the Term and Operating Hours. You must comply with all laws and requirements of any relevant authority regulating the Permitted Use of the Allocated Space including obtaining (and where relevant maintaining) any required consent(s), approval(s) or license(s).

4. Term

The term of the Agreement will be for the period referred to as the Term, commencing on the Commencement Date and terminating on the Terminating Date.

5. Operating Hours

You may use the Allocated Space only during the Operating Hours.

WHAT DOES IT COST?

6. Fees & Charges

Hire Fee \$55 per space + 50c booking fee (incl GST)

You must pay to Club, without deduction or set-off, the Hire Fee and the Booking Fee, in advance, in cleared funds at the time of booking the Allocated Space.

Should the Event be cancelled a credit will be provided to you for the next scheduled Event.

GST

You must also pay to Club at the same time as the Hire Fee and any other payments that are payable under the Agreement including any GST payable or collectable by the Club as a result of the imposition on you of the obligation to pay a Hire Fee or any other charge.

Other costs

The Club is solely responsible for the cost of any repairs to the Allocated Space unless such repairs are made necessary by your use of the Allocated Space or any act, neglect or default by You, in which case such repairs must be paid by You and if such repairs are paid for by the Club, such payment may be recovered from you as a Liquidated Sum payable on demand.

You acknowledge that the Club takes no responsibility for any items of equipment or chattels left in the Allocated Space.

YOUR RIGHTS

7. Use of Allocated Space for Permitted Use

You are entitled to use the Allocated Space only for the Permitted Use without undue interference subject to observing your obligations under the Agreement.

YOUR OBLIGATIONS

8. General Obligations

You acknowledge and agree that:

- (i) You must ensure that there is no adverse environmental impact as a result of the Permitted Use of the Allocated Space;
- (ii) Only cars, Utes, and standard size vehicles (less than 5.5m long) are permitted to be registered;
- (iii) Trailers, trucks, long wheel-based vehicles or vans are NOT permitted;
- (iv) Sub-leasing of an Allocated Space is not permitted.
- (v) Pets are not allowed on an Allocated Space.
- (vi) Car Space bookings are open to North Shore residents or others only as approved and registered ONLINE with the Club.
- (vii) Businesses and Commercial traders or sellers are NOT permitted.
- (viii) You must bring your own equipment. equipment can include: folding tables, table coverings, chairs, signage, shade/rain structures such as umbrellas, sunscreen, hats etc. No marquees or stalls are permitted due to insufficient space.
- (ix) You must trade from within your Allocated Space and you are not permitted to hand out promotional or political material.
- (x) You must comply with the instructions of Club Marshalls and Council staff regarding the location you are permitted to occupy and the use of the Allocated Space.
- (xi) If you do not arrive at the Site area prior to 8:45am you will forfeit the Hire Fee.
- (xii) As the Car Boot Sale is a waste-wise event you must bring reusable bags and containers.
- (xiii) Bins are provided onsite for members of the public only.
- (xiv) You are expected to ensure that the event is a safe and WHS compliant event.
- (xv) You are responsible for supervising all persons within the Allocated Space.
- (xvi) The Car Boot Sale will be OPEN for BUYERS between 9:00am and 1:00pm.
- (xvii) All buyers will be asked to leave the area by 1:00pm to allow safe clean up and departure by sellers.

Allocated Space size:

- (xviii) Each Allocated Space is for a standard single vehicle only plus a small selling space, being approximately 2.8m (width) x 6.5m (length).

Allocated Space Access:

- (xix) The Site for the Event is accessible via the public carpark from Little Street and Phoenix Street.
- (xx) In order to be given access to the Allocated Space on the day of the Event – You MUST show to the Club Marshalls "CONFIRMATION" of the ONLINE booking.
- (xxi) Access to the Site to allow you to park your vehicle and to set up items for sale in your Allocated Space is between 8:00am and 8.45am.
- (xxii) You must be ready to trade by 9:00am.
- (xxiii) No vehicle access and no vehicle movement will be allowed at the Site between 8.45am and 1.15pm.
- (xxiv) Any variation to the departure time will be at the discretion of Club Marshalls and Council Rangers to prevent the likelihood of a safety incident.
- (xxv) Vehicles must not be driven above 5km/h at the Site.

- (xxvi) If you sell out or want to stop selling, you must place all belongings in the car lock it and return to vacate the Site between 1:15pm and 2:00pm.
- (xxvii) All vehicles are to have left the Site by 2.00pm

9. Conduct

You must not:

- (i) do anything in relation to the Allocated Space which in the reasonable opinion of the Club is annoying, offensive or dangerous to other occupiers of the Site or to the owners or occupiers of land or buildings in the vicinity of the Allocated Space; which is illegal; or causes damage to the Allocated Space; or liable to void any insurance in respect of the Allocated Space or increase any insurance premium;
- (ii) store or otherwise utilise Hazardous Substances on the Allocated Space;
- (iii) erect signs, notices, advertisements, decorations, streamers, bunting, flags, or structures within or upon the Allocated Space WITHOUT CLUB APPROVAL;
- (iv) play music or operate loudspeakers so as to cause a nuisance;
- (v) set up in such a way as to create a danger to any person.

10. Smoking

Smoking is prohibited on the Allocated Space.

11. Alcohol

The sale or consumption of alcohol is prohibited on the Allocated Space or the Site.

12. Sale of Goods

Restrictions:

- (i) All goods must be second hand or hand made by You. The sale of new commercial products is not permitted.
- (ii) Goods offered for sale will typically be: - 'Second hand' items in good working condition, such as books, clothes, furniture, toys. Handmade arts & crafts are also permitted.
- (iii) Neither the Club or the Council warrant the condition of any goods sold.
- (iv) All items intended to be sold must arrive in the registered vehicle - no additional items can be 'walked in' at any time.
- (v) The sale or the give-away of balloons is prohibited.
- (vi) The sale of toy guns, toy knives or other 'toy weapons' is prohibited.
- (vii) The sale of live animals is prohibited.

Special Requirements:

- (viii) Electrical goods – You must only provide electrical goods that have been tested by an electrician and display current Australia Standard tagging.
- (ix) Children's clothes – You must ensure that the clothing is washed.
- (x) Children's toys and play equipment - You are **NOT** to offer defective toys or play equipment for sale.
- (xi) Takeaway food or drink, fruit & vegetables and the like, are **NOT** permitted to be sold.

13. Notice

You must promptly give to Club notice in writing of any of the following:

- (i) the death of or injury to any person or damage to any property involving or in any way connected with the use of the Allocated Space; and
- (ii) any damage to, defect in, or deterioration of the Allocated Space.

14. Cleaning

You are solely responsible for ensuring that the Allocated Space are left in a clean and tidy state following your use of the Allocated Space and that all rubbish is removed from the Allocated Space. If Club is required to clean the Allocated Space or remove rubbish left at the Allocated Space it will do so at your cost and recover from you the reasonable cost of any required cleaning and which may otherwise be recoverable

from you as a Liquidated Sum.

15. No Assignment

You must not assign, sub-licence or sub-contract any of the rights or obligations under the Agreement.

16. Indemnity and Release

You are solely responsible for ensuring your safety and the safety of others when using the Allocated Space and You agree to indemnify the Club and the Council and keep the same indemnified in respect of:

- (xii) any liability or loss arising out of and any costs incurred at any time whatsoever as a result (directly or indirectly) of a breaching any term or condition of the Agreement by You;
- (xiii) any claim, demand or liability for any injury to or death of any person occurring on or near the Allocated Space in connection with the use of the Allocated Space, unless caused by the negligence or a wilful act or omission of the Club;

You further agree to release, to the extent permitted by law the Club and the Council, their employees and agents from any liability or obligation to yourself (or any person claiming through you) in respect of any accident, damage, loss (including financial loss), death, injury, costs or expenses occurring in, or outside, the Allocated Space arising by reason or out of or in connection with your possession or use of the Allocated Space unless caused by the negligence or wilful act or omission of the Club or the Council.

The provisions of this **clause 19** will continue to apply notwithstanding the expiry or earlier termination of the Agreement.

CLUB'S RIGHTS

17. Site Allocation

There are a maximum of 40 Allocated Spaces available.

Allocated Spaces will be allocated in sequence on arrival at the discretion of Club Marshalls.

There are **NO RESERVED SPACES**. You cannot select or request a specific Allocated Space. If you require a site next to another seller, that seller must enter directly before or directly after you.

The Club reserves the right to refuse any application or to terminate your participation at any time on reasonable grounds.

18. Club Access to Allocated Space

The Club will at all times during the continuance of the Agreement retain possession of and full control over the Allocated Space and will at all times by itself, its servants and agents have full and free access thereto for such purposes as it may see fit.

19. Imposition of Additional Charges

The Club has the right to impose additional charges where the Allocated Space and their surrounds are not left in a clean and tidy condition, where garbage is not correctly disposed of, and where You access the Allocated Space prior to the Commencement Date, or fail to vacate after the Terminating Date or use the Allocated Space outside of the Operating Hours and where such costs or charges shall be recoverable from you as a Liquidated Sum.

20. Recover Costs for Damages

The Club may recover from You, any loss or damages in respect of any damage to the Allocated Space where the damage was caused by your negligence or wilful act or omission and where such costs or charges shall be recoverable as a Liquidated Sum.

21. Outstanding Fees & Charges

Any fees and charges that are outstanding at any time may be recovered from You by the Club as a Liquidated Sum and payable on demand together with the cost of any required legal action seeking demand for payment where payment is not made within the time required.

22. Approval Request

The Club reserves the right to refuse to grant you approval or consent for any matter or thing where acting reasonably and

where your proposed use of the Allocated Space is considered to represent a high risk.

23. Recourse to Security

The Club reserves the right to have recourse to any security deposit held, if held, if at any time any fees and charges owing to Club remain outstanding.

24. Termination

The Club may terminate the Agreement by written notice to you:

- (i) if you breach a term of the Agreement and fail to remedy that breach within 14 days of the receipt by You of a notice from the Club specifying the breach and requiring you to remedy it;
- (ii) if the Club is of the reasonable opinion that the You are unable or unwilling to comply with your obligations under the Agreement.

Termination of the Agreement pursuant to this clause shall be without prejudice to the rights of either party accruing before termination.

You will be liable to the Club for any loss suffered by the Club, and arising out of or in connection with such termination or prior breach. The Club will not be liable to you for any loss suffered by you and arising out of or in connection with termination of the Agreement.

25. Wet Weather Cancellation

If the Event is to be cancelled in advance you will be notified via the email address provided at the time of booking, by 7:00am on the day of the Event.

If you're unsure if the Event is on due to weather, please keep in mind if it is raining heavy around 6am then it is most likely the Event will be cancelled. A decision is made on the day on the weather conditions.

In the event of a major weather event or electrical storm occurring before 11:00am on the day of the Event, either the Club or the Council may declare the event to be cancelled. In such circumstances the Hire Fee may be rolled over to an alternate Event date.

26. SPECIAL CONDITIONS / NOTES

An ATM is located at the WESTPAC Bank in Longueville Road.

A Coffee Van may be available on site. You must dispose of coffee cups in bins provided.

Electricity is not available at this Event.

You are not permitted to operate generators on site.

You must comply with NSW Public Health recommendations for COVID-19 safety.

Emergency Evacuation Procedures - If emergency evacuation is required the designated evacuation point is located at the northern end of the adjacent Public Car Park at the Phoenix Street Entrance.

27. DISPUTE RESOLUTION

Notice of Dispute

Either party may, at any time, notify the other party in writing that there is a dispute or difference concerning any matter in the Agreement where the notice must identify the subject matter, relevant provisions of the Agreement, relevant correspondence and background material.

Parties to Confer

The parties must within 21 days of the service of the Notice, meet to discuss and reach a mutually acceptable decision.

If No Resolution

If the parties are unable to reach a mutually acceptable

resolution to their dispute, then the parties are at liberty to take such further action as permitted at law.

28. DEFINITIONS

In these Terms and Conditions, unless the contrary intention appears capitalised words have the following meanings:

Allocated Space means the facility or allocated space hired by You in accordance with this Agreement and located at the Site.

Agreement means our Agreement for the hire of the Allocated Space comprising the Application Form and these Terms and Conditions.

Application Form means the on-line application form completed by you when applying to use the Allocated Space for the Permitted Use.

Booking Fee means a fee of \$0.50 inclusive of GST.

Bump in/out period means the period allowed for the set up and pack up time required for the hire.

Commencement date means the date specified for the Event as noted in the Application Form and as advised by the Club and/or Council.

Club means the Rotary Club of Lane Cove Inc ABN 51 675 961 988.

Council means Lane Cove Council ABN 42 062 211 626.

Due Date means the due date for payment of the Hire Fee as specified in the Application Form.

Event means the event for which the Allocated Space may be used being the Rotary Club Car Boot Sale Event.

GST has the meaning given to it in A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth).

Hire Fee means the base cost for the Hirer, of hiring the Allocated Space for the Term, being the amount of \$55 inclusive of GST.

Hirer / You means the legal entity specified in **Item 1** and includes your servants and agents.

Item refers to the item in the Application Form, being the item number identified in the relevant clause of these Terms and Conditions.

Liquidated Sum means an amount treated as liquidated damages recoverable on demand as compensation.

Operating Hours means 8.00am to 2.00pm which includes the "bump in/out period", unless specified otherwise in the Application Form or by the Club and/or Council in writing.

Permitted Use means the permitted use of the Allocated Space, specified for the sale of items as part of the Event.

Site means the site of the Event, being the Lane Cove Civic Centre 'Council Area' Carpark (adjacent the Council Chambers) accessible via the public carpark from Little Street and Phoenix Street.

Term means the period from the Commencement Date to the Terminating date, as specified being for the duration of the Event and only during the Operating Hours.

Terms and Conditions means the terms and conditions of hire as set out in this document.

Terminating Date means the date on which the Event concludes being the date that this Agreement terminates/expires, being the same day as the Commencement Date unless specified otherwise in the Application form or by the Club and/or Council in writing.