

Vending Agreement

The Council of the City of Sydney ABN 22 636 550 790 and
[*vendor name*] ABN [*insert*]

For the [*agreement description*]

Reference: [to be inserted on selection of successful vendor]

August 2023

Green Global Connected

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THIS AGREEMENT is made on the date set out in Item 1 of Schedule 1.

BETWEEN:

- (1) **The Council of the City of Sydney ABN 22 636 550 790** of Town Hall House, 456 Kent Street, Sydney, NSW, 2000 (“the **City/We/Our/Us**”), and
- (2) **THE PARTY** set out in Item 2 of the Schedule (“**You/Your/Vendor**”)

BACKGROUND

- (A) The City has agreed to grant you a non-exclusive licence to occupy the Site for the Licence Period for the purpose of the Event.
- (B) You have agreed to operate the Site in accordance with this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

- 1.1 Definitions
The following definitions apply in this document.

Agreement means this document and any schedule or annexure to it.

Event means the event as described in Item 3 of the Schedule.

Licence Period means the period of the Site Licence as stated in Item 5 of the Schedule.

Services means deliverables as stated in Item 9 of the Schedule.

Site means the site to be licensed to you as stated in Item 4 of the Schedule.

Site Licence means the site licence issued to you to occupy the Site for the Licence Period.

WHS Laws means the Work Health and Safety Act 2011 (NSW), the Work Health and Safety Regulation 2011 (NSW) and other instruments under them including any codes of practice and any consolidations, amendments, re-enactments or replacements of them.

- 1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

- (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
 - (c) A word which suggests one gender includes the other genders.
 - (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
 - (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
 - (f) A reference to **including** means "including, without limitation".
 - (g) A reference to **dollars** or **\$** is to an amount in Australian currency.
 - (h) A reference to **this document** includes the agreement recorded by this document.
 - (i) Words defined in the GST Act have the same meaning in clauses about GST.
 - (j) This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2. LICENCE

2.1 Grant

We grant you a non-exclusive licence to occupy the Site for the Licence Period in accordance with the terms of this Agreement.

3. YOUR RESPONSIBILITIES

3.1 Directions

You must comply with any direction given by the City about the operation of the Site during the Licence Period. Directions may be given by the City, our health inspector, rangers or appropriately delegated officers. Directions given in accordance with this clause may, amongst other things, be about the cleanliness of the Site, hygiene and waste removal.

3.2 Products to be sold

- (a) If at least 14 days before the Event you are provided with details of products of the Event's sponsors (**Notified Products**), you must only sell:
 - (i) the Notified Products; or
 - (ii) products that do not compete with the Notified Products.
- (b) You must obtain all products to be sold at your own cost.

3.3 Laws

You must comply with all laws which regulate the vending activity, including relevant legislation, regulations and Australian Standards including (without limitation) workplace health & safety, environmental and planning laws.

3.4 Specific requirements

You must conform to the specific obligations relating to:

- (a) the requirements for the operation of a temporary food stall which are set out in Annexure A to this Agreement; and
- (b) any Special Conditions as set out in Item 7 of the Schedule.

3.5 Employees

You must ensure that:

- (a) all employees are neat, uniformed and courteous;
- (b) all employee's outer garments are clean and effective hair restraints are worn;
- (c) all persons engaged in food and beverage preparation, handling and service wear gloves;
- (d) all employees maintain their hands in a clean and sanitary condition, and that their hands are washed immediately after going to the rest room, handling raw food, smoking, or soiling their hands in any manner; and
- (e) no person engages in food handling, preparation or service activities if that person has a communicable disease, sore throat, discharging wound or gastro-intestinal illness.

3.6 No glass

You agree and acknowledge that no glass is permitted to be sold and brought onto the Site.

3.7 Sullage

You are responsible for sullage on the Site and must keep the Site clean and tidy at all times during the Licence Period.

3.8 Ground protection

You must use appropriate ground protection under any cooking facilities using hot oil to ensure no grease or oil residue is left on the ground at the Site.

3.9 Make good

- (a) Subject to clause 3.9(b), you must leave the Site in a good condition and make good any damage to the Site at the end of the Licence Period at your own expense including removal of any rubbish generated by you.
- (b) If the City forms the view, acting reasonably, that you have not satisfactorily complied with your obligations under clause 3.9(a):
 - (i) the City may undertake such works as are necessary to make good any damage to the Site; and
 - (ii) you must pay the City's reasonable costs (as applicable) associated with the works undertaken to make good any damage to the Site.

3.10 Safety

- (a) You must present to the City on demand any written proof of safety risk assessments, safe systems of work, and safety training records that ensure all staff, personnel or contractors working under your control at the Site are competent in their tasks.
- (b) You must ensure that all electrical items used at the Site are tested and tagged.

3.11 Display Site Licence and accreditations

You must:

- (a) prominently display the document evidencing the Site Licence at the Site as directed by the City; and
- (b) on request, produce all accreditations supplied to you by the City for the Event, including any documentation required to enable you to pass through security checkpoints and road closures.

4. LIQUOR LICENCE

Not used

5. SITE INSPECTION

5.1 WHS Laws

We authorise you to have such management and control of the Site as is necessary to discharge your duties under this Agreement and under the WHS Laws until the Services are completed.

5.2 City to undertake

The City may, at our discretion, undertake an inspection of the Site before and after the Licence Period to ensure that you return the Site to its original condition.

5.3 Ensuring compliance

The City may, at our discretion, inspect the Site during the Licence Period including for the purpose of ensuring compliance with health requirements.

5.4 Termination

If during an inspection the City observes that you are in breach of any of the terms of this Agreement, the City may terminate the Agreement immediately.

6. WORK HEALTH AND SAFETY

6.1 Warranty as to compliance

You warrant that you have a work health and safety management system in place and are capable of complying with the WHS Laws.

6.2 Obligation to comply

You must comply with, and must ensure that your employees and contractors comply with, the WHS Laws.

6.3 Consultation

You acknowledge and agree that the parties have, and will continue to as necessary, consult, cooperate and coordinate activities with each other and with any other persons who have a common duty under the WHS Laws in relation to the Services.

6.4 Risk assessment

You must conduct a risk assessment and prepare a risk assessment report prior to the commencement of the Services. The risk assessment report must include:

- (a) the date of the assessment;
- (b) the nature of the Services;
- (c) the location of the Services;
- (d) the associated risks of the Services and the Site including any hazards;
- (e) the control measures that you will implement to eliminate or minimise these risks; and
- (f) where it is reasonably practicable, a safe work method statement (SWMS) for carrying out the Services.

6.5 Employees to comply

You must ensure that your employees and contractors:

- (a) implement the control measures set out in the risk assessment report; and
- (b) comply with, where created, the SWMS.

7. INDEMNITIES & INSURANCE

7.1 Insurance required

You must:

- (a) provide and maintain during this Agreement sufficient public liability insurance on an occurrence basis (with an insurer licensed by the Australian Prudential Regulation Authority to operate as an insurer in Australia or with an investment grade security rating from an industry recognised rating agency) for not less than \$20,000,000 for each occurrence of bodily injury and property damage including cover for product liability;
- (b) provide and maintain during this Agreement sufficient workers compensation as required by legislation;
- (c) provide to us on request a certificate of currency verifying the placement and maintenance of the required insurance noting the Council of the City of Sydney as an interested party on the Public Liability Certificate;
- (d) provide and maintain comprehensive motor vehicle insurance for the period of this agreement;
- (e) provide and maintain comprehensive trailer insurance for the period of this agreement; and
- (f) if using equipment that is subcontracted, ensure that subcontractors have sufficient insurances for subcontracted equipment.

7.2 Indemnity

You agree to indemnify us against claims by any person in respect of personal injury or death, loss or damage to any property arising out of, or as a consequence of goods and services supplied by you or by the operation of the Site during the Licence Period.

8. TERMINATION

8.1 For breach

The City may end the Agreement by oral statement to you if you have not fixed a breach of this Agreement after we request you to do so.

8.2 For convenience

Notwithstanding that you may not be in breach of the Agreement, we may end the Agreement by written notice to you at any time for our sole convenience and at our absolute discretion.

9. FORCE MAJEURE

Force Majeure Event means in relation to a party an act, omission or circumstance which:

- (a) is beyond the reasonable control of that party and which is not due to any lack of reasonable prudence or foresight; and

- (b) constitutes a fire, flood, earthquake, terrorism, riot, explosion or war, communicable disease for which the World Health Organisation or Department of Foreign Affairs and Trade have issued affected area or travel warnings, state-wide or national strike or other state-wide wide or national industrial action or Unforeseen Disruption.

Unforeseen Disruption means any State or Commonwealth emergency legislation (or related order, direction or other instrument) that prohibits or otherwise prevents any of the activities under this Agreement being carried out (for example, the disease known as Novel Coronavirus (COVID-19) caused by the virus SARS-CoV-2, being a Public Health Emergency of International Concern characterised as a pandemic by the World Health Organization on 11 March 2020 (**COVID-19**) and resulting in orders by NSW Health under the *Public Health Act (NSW) 2010* or other legislation, including an order to restrict or prevent gatherings and movement in NSW to control and manage COVID-19)).

9.1 Termination

- (a) The City may end the Agreement by notice in writing to the Vendor at any time if as a result of a Force Majeure Event the Event has to be cancelled. To the fullest extent permitted by law the Vendor agrees that the City will not be liable for any claims, liabilities, costs, and claims for compensation incurred by the Vendor as a result of such cancellation.
- (b) If any strike, act of God, inclement weather, or any other event beyond the reasonable control of either party occurs, which prevents the Vendor from occupying the Site for the Licence Period in full or in part, then it will be at the Vendor's risk and neither party will be liable to the other party.

10. SUSTAINABILITY

In providing the Services, the Vendor must:

- a) meet all relevant national and local environmental protection laws, regulations and standards;
- b) prevent pollution, ensure the safe storage, transportation and disposal of hazardous materials and avoid the use of toxic and persistent chemicals;
- c) minimise the negative environmental impacts of goods and services throughout their lifecycle by assessing and mitigating risks across operations, transport and supply chains;
- d) comply with the City of Sydney's Guidelines for Reducing Waste from Events and Services as set out in Annexure C; and
- e) not use single-use plastic in any of its packaging, this includes items sold in single-use plastics such as bottled water.

11. NO ASSIGNMENT

This Agreement is personal and cannot be assigned, transferred or sub-contracted to another person.

12. ELECTRONIC SIGNING

The parties acknowledge and agree to this contract being executed electronically, and in counterparts, in accordance with the Electronic Transactions Act 2000 (NSW).

SCHEDULE 1
Agreement Details

ITEM	TERM	DESCRIPTION
1.	Date of Agreement	The date on which the City executes this Agreement
2.	Vendor	Name: [#To be inserted following selection of vendor] ACN or ABN: [#To be inserted following selection of vendor] Address: [#To be inserted following selection of vendor] Contact: [#To be inserted following selection of vendor] Phone: [#To be inserted following selection of vendor] Mobile: [#To be inserted following selection of vendor] Email: [#To be inserted following selection of vendor]
3.	Event	[#To be inserted following selection of vendor]
4.	Site	[#To be inserted following selection of vendor] Please refer to Annexure B, Site Plan.
5.	Licence Period	[#To be inserted following selection of vendor]
6.	Key dates	[#To be inserted following selection of vendor]
7.	Special Conditions	<ul style="list-style-type: none"> • • Vendor must provide and maintain insurances as per clause 7.1 of this Agreement. • Vendor must comply with the City of Sydney Temporary Food Stall Requirements as set out in Annexure A. • Vendor must comply with the City of Sydney Guidelines for Reducing Waste from Events and Services as set out in Annexure C. • [Any other requirements]
8.	City's Contract Manager	Name: [#To be inserted following selection of vendor] Address: Phone: Email:
9.	Services	[insert]

EXECUTION PAGE

Executed as an Agreement by:

Signed, sealed and delivered for)
THE COUNCIL OF THE CITY OF)
SYDNEY by its duly authorised officer, in)
the presence of:)

Signature of Witness
Electronic Signature of:

Signature of Authorised Officer
Electronic Signature of:

Name of Witness

Name of Authorised Officer

Address of Witness
Affixed by me on:

Position Authorised Officer
Affixed by me on:

Date Signed

Date Signed

SIGNED by **[INSERT ENTITY NAME]**,)
ACN **[INSERT ACN]** in accordance)
with Section 127 of the Corporations)
Act 2001(Cth):)

Signature of Director
Electronic Signature of:

Signature of Director / Secretary
Electronic Signature of:

Name of Director
Affixed by me on:

Name of Director / Secretary
Affixed by me on:

Date Signed

Date Signed

or, where the Service Provider is a sole director company:

SIGNED by [**Service Provider company name**], ACN [**insert ACN**], in accordance with Section 127 of the *Corporations Act 2001* (Cth):)
)
)
)

Sole Director/Secretary:

Name (printed):

**ANNEXURE A
TEMPORARY FOOD STALL REQUIREMENTS**

Requirements for the operation of a Temporary Food Stall



About this form

This form outlines the requirements which must be met when operating a food stall within the City of Sydney. This information should be read in conjunction with the following forms:

- Temporary Food Stalls Event Register
- Temporary Food Stall Details

Stall Requirements

- A temporary food stall must have a roof and three sides designed to maintain adequate ventilation and protection of food. The stall shall be of plastic or vinyl type sheeting and care must be taken to ensure the stall is stable and secure.
- An overhead cover must be provided to all cooking areas or food storage areas outside of the stall. This may be achieved by providing a sun shade structure or open sided stalls.
- A durable dust and moisture cover must be laid over the entire floor area of the stall. A suitable material would be an impervious membrane such as rubber matting.
- All stall counter surfaces shall be smooth, durable and impervious. Surfaces can be covered with plastic or plastic table cloths to meet this requirement. Surfaces that cannot be easily cleaned, such as wood, will not be accepted.
- All power and gas service leads must be secured.

Cooking Equipment

- Heating and cooking equipment must be located within the food stall. The equipment must be located so that the public are protected from hot appliances.
- The food stall must be of adequate size and height to provide a safe and comfortable work area. Appliances that produce heat and flame must be located away from the walls and lower roof area of the stall.
- Open flame barbecue cooking plates, char grilles and cookers that use hot coals can be located externally and adjacent to the food stall and must be barricaded to prevent public access.. An overhead cover must also be provided.
- A compliant fire extinguisher of adequate size must be provided in a convenient and accessible location.
- Ensure that all BBQ residues are collected in drip trays and portable BBQs are elevated to prevent damage to any grassed areas.

Food display and protection

- All food on display must be either:
 1. whole fruit, vegetables;
 2. wrapped or packaged; or
 3. completely enclosed in a suitable display cabinet; or
 4. be protected by a physical barrier such as Perspex glass sneeze guard or clear plastic siding to the stall or
 5. located so as not to be openly accessible to the public.
- All food must be stored inside the stall and must be raised approximately 750mm above the ground. All food must be kept wrapped, packaged or in enclosed containers. Food should be protected from damage and direct sunlight.
- Any food which is given away as "samples" must be distributed in a supervised manner, that is given out off a tray or plate by a staff member. It must not be left out for self service on any counter, bench or top or food display unit (please note that food which given away for the furtherance of trade is deemed to have been sold pursuant to the Food Act 2003 Definitions).
- All food deliveries to the stall must be kept wrapped, packaged or in enclosed containers to protect from contamination.
- Single use eating and drinking utensils, straws, etc., shall be pre-wrapped or adequately protected from contamination.
- All condiments such as sauce, mustard, etc., must be kept in squeeze type dispensers or in individual sealed packets.
- Smoking is not permitted inside or at the rear of the food stall.
- All food for retail sale must comply with the labelling requirements of the General Food Standard Chapter 1, part 1.2 - labelling and other information requirements.

Rubbish Disposal

- The stall is to be provided with a covered garbage bin for the storage of the stall's wastes. Separate storage of paper, cardboard or other recyclable material is encouraged.
- Suitable garbage bins must be provided near the food stall for the public to dispose of used takeaway food containers, drink containers and other refuse.
- Provision must be made for the storage of waste water and cooking oils generated within the stall.
- Waste water and oils must not be disposed of into the stormwater system or on the ground. All waste water and oils must be disposed of through a licensed contractor. Fines can be imposed by Council's Officers for incorrect disposal of liquid waste.

Washing Facilities

- A sealed container of potable water (minimum capacity 10 litres) with a tap and suitable bowls or containers must be provided for cleaning, sanitising and hand washing.
- Separate hand-washing facilities must be provided within the food stall. Water is to be dispensed by tap with a single spout into a hand bowl for washing. The waste water is to be disposed of into a waste water container.
- Alternatively, a maximum of 2 stalls may share a hand wash (station) basin as long as it is located within 5 metres of each stall and it is not obstructed.
- An adequate supply of warm running water (approximately 40°C), liquid soap and disposable paper towels must be provided at each hand wash (station) basin.

Food temperature control

- All hot food must be kept at or above 60°C. All cold food must be kept at or below 5°C. Chilled food intended to be served hot must be rapidly reheated to 75°C or above.
- All frozen food must be kept below (minus) -18°C.
- All takeaway food prepared at the food stall must be sold immediately unless there is a suitable food warmer or display cabinet in which to keep the food either hot or cold.
- All raw and perishable foods such as steaks, hamburger patties, seafood and other meat products must be kept in a refrigerated unit such as a portable coolroom. Small amounts of these foods can be stored in a portable cooler together with an adequate supply of ice or other cooling for a period of less than 3 hours.
- Ready-to-eat food products or pre-cooked foods which contain fresh cream, custard, cheese or any similar food that promotes bacterial growth must be stored and displayed in a refrigerated unit at a temperature below 5°C.
- Provide a temperature probe that is able to measure the core temperature of food.
- For events that will last 3 hours or longer, a coolroom (walk in refrigerator) MUST be provided to ensure all potentially hazardous food can remain under temperature control. A maximum of two stalls to share a coolroom within 5 metres of entry point of stall.
- No drinks to be placed in food coolroom.

Food Safety Supervisor

- Any food stall selling food that is ready-to-eat, potentially hazardous and not sold and served in the supplier's original package must have a Food Safety Supervisor.

Food Handlers

All food handlers must:

- have adequate skills and knowledge in food safety and food hygiene matters
- cease handling food if suffering with symptoms that may be associated with a food borne illness
- be appropriately dressed with at least a head covering, clean apron and enclosed shoes
- observe excellent personal hygiene and hand washing practices

Legislation and Guidance

- Food Act 2003
- Australia New Zealand Food Standards Code
- NSW Food Authority - Guidelines for food businesses at temporary events:
http://www.foodauthority.nsw.gov.au/_Documents/industry_pdf/temp_events_guideline.pdf

Further information

Should you require further information on the requirements and facilities permitted for the operation of a Temporary Food Stall, please contact Health & Building on 9265 9333.

**ANNEXURE B
SITE PLAN**

NOTE: SITE PLAN IS SUBJECT TO CHANGE

[City to insert]

ANNEXURE C REDUCING WASTE FROM EVENTS AND SERVICES GUIDELINES

[Link to guidelines](#)

Reducing waste from events and services

Guidelines for single-use items



Upper Fort Street, Millers Point. Photo by Tyrone Branigan.

01 Zero waste vision

The City of Sydney is committed to environmental leadership. Our guiding documents Sustainable Sydney 2030-2050 Continuing the Vision and Leave nothing to waste: strategy and action plan 2017-2030 set bold targets, including a long-term goal of zero waste to landfill.

Our long-term waste objectives are:

- to reduce the amount of waste produced
- to reuse and recycle as much as possible
- to treat what's left over in the most sustainable way.

The City of Sydney, through its Leave nothing to waste strategy and action plan, has a commitment to continuous improvement when it comes to reducing waste across all our operations including events.

The temporary nature of events can often increase our reliance on single-use items. These are typically products and packaging that we dispose of after one use. In many instances, these items are not recycled because the type of material used isn't recyclable and/or can't be collected separately.

The NSW Government has also passed the Plastic Reduction and Circular Economy Act 2021, which bans certain single-use plastics.

The City of Sydney has developed these guidelines to help employees, contractors and event managers understand how the NSW Government legislation impacts them and to find more sustainable alternatives to single-use items.



Picnic with reusable items at the Domain. Photo by Katherine Griffiths.

02 NSW Government single-use plastics ban

On 16 November 2021, the NSW Government passed the Plastic Reduction and Circular Economy Act 2021 which does 3 key things:

1. Bans the supply of certain single-use plastic items across NSW. Fines can apply.
2. Allows the regulator, the NSW Environment Protection Authority, to specify design standards for manufacturing of certain products.
3. Allows the government to impose a product stewardship framework for certain plastic products. This will make the manufacturers liable and responsible for recycling at the end of the life of the product.

03 The difference between the NSW Government single-use plastics ban and these guidelines

The NSW single-use plastics ban applies to everyone in NSW. Further details of the ban can be found on the NSW Government website.

The City of Sydney's approach is to go further and reduce the use of all single-use items where possible. We know that regardless of its material type, single-use items cannot be easily recycled and have negative impacts on our environment such as increased greenhouse gas emissions and litter.

04 Who the guidelines apply to

These guidelines apply to our employees, contractors and other entities using City of Sydney venues and outdoor spaces for services and events.

05 What activities they apply to

These guidelines apply to services, events, festivals, markets and programs delivered by the City of Sydney, and those delivered by other entities who hire venues or seek a permit for the use of outdoor venues.

Studies have shown that up to 1 million plastic drink bottles are purchased globally **every minute**. Less than 50% are collected for recycling and only 7% are turned back into new bottles.

06 Where do they apply

The guidelines apply to City of Sydney venues and outdoor spaces within the City of Sydney's local area except for places and land managed by other authorities and corporations including:

- Barangaroo Development Authority
- Botanic Gardens, Domain and Centennial Parklands Trust
- Department of Education and Communities
- Land and Housing Corporation
- NSW Maritime
- Property NSW
- Transport for NSW
- University of Sydney, University of Technology Sydney and Notre Dame University
- parts of Central Park
- International Square
- Westpac Plaza.

Some City venues may have existing tenancy agreements that do not require adherence to these guidelines.

All venues and spaces regardless of location or ownership will be subject to the NSW Government single-use ban.

07 Zero waste principles

The following 4 principles provide a framework for sustainable zero waste events:

- **Reduce/avoid:** The best environmental outcome is to reduce the amount of resources and products required in the first place. Leaflets, promotional materials and excess packaging should be avoided wherever possible.
- **Reuse:** Choosing items that can be used many times over will prevent unnecessary waste and often has a reduced carbon impact on the environment.
- **Recycle:** Where single-use items cannot be avoided, select items that are easy to collect and can be sent for recycling.
- **Recover:** Many materials cannot be recycled back into the same products. When materials are recovered they are often recycled into by-products, such as creating a secondary material for the construction industry or using the material to generate energy.



Reusable cup systems are a great way to avoid single-use items. Photo by Katherine Griffiths.

08 Phasing out single-use items

We are phasing out the use of single-use items in our buildings and events.

Subject to certain exceptions, **the following items should no longer be freely available on our properties and venues** without director approval:

- bottled water
- plastic straws
- plastic serveware including items made from expanded polystyrene
- plastic utensils
- promotional flyers
- plastic single-use sampling/giveaways
- single-use cups.

Use our online tool

Find the best alternatives to single-use items and how to buy them in our handy online tool: [Eliminate single-use online tool](#)

Bottled water and straw alternatives

Access to water

- Many City of Sydney properties and venues have access to free drinking water taps or fountains.
- Portable water refill stations are available from Sydney Water for local government community events (conditions apply).
- Events or set-ups operated by third parties can hire portable water units or purchase reusable water containers where convenient access to water is not available.



Drinking bottles and cups

- Where provided, use existing cups and glasses held at our properties and venues.
- Encourage employees and visitors to bring their own water bottles to venues and events through training and event advertising channels.
- Hire reusable cups.
- Cups made from expanded polystyrene are not permitted and have been banned in NSW since 1 November 2022.

Additional considerations and exceptions

- The City of Sydney is committed to being inclusive and accessible for all. We understand the use of bottled water and plastic straws may be a requirement for some of our community and we will continue to provide bottled water and straws for those who require it.
- Consider including a small sign at your event: “We are committed to reducing the use of single-use plastics like bottles and straws. We also understand some people require them. If you need one, let us know. Thank you.”
- During extreme heat events, City of Sydney employees may need to distribute water in plastic bottles to vulnerable members of our community.
- Performers on stage may require bottles of water with a lid to prevent spills. Please choose reusable bottles where possible.
- Be mindful when selecting alternatives to plastic. Currently biodegradable and compostable plastics cannot be recycled.

- Soft drinks and sparkling water should be dispensed using postmix equipment. Plastic bottles are only permitted if alternatives are not available.
- Where new items must be provided, prioritise products made from recycled content and items that can be recycled at end of life.

Avoiding straws

- Single-use straws made from plastic, biodegradable plastic, compostable plastic and bioplastics are not permitted and have been banned in NSW since 1 November 2022. Exemptions apply for providing a plastic straw for people with a disability or medical need.
- Remove straws from drinks and counters and provide only when requested.
- Compostable alternatives to banned single-use plastic items are also banned. Paper straws will need to be disposed of in general waste. The best option is to avoid drinks that might require straws.



Summer Streets Glebe event. Photo by Katherine Griffiths.

Reducing plastic serveware and utensils

Avoidance and recycling

- Do not provide single-use plastic plates, bowls or utensils. Utensils, plates and bowls made from plastic, compostable plastic and bio-plastics are not permitted and have been banned in NSW since 1 November 2022.
- Do not provide single-use stirrers. Stirrers made from plastic, biodegradable plastic, compostable plastic and bioplastics are not permitted and have been banned in NSW since 1 November 2022.
- Consider providing finger food for events to reduce the need for serveware and utensils.
- Serve ice cream in cones rather than providing cups and plastic spoons.
- Serve condiments in large dispensers rather than individual sachets.
- Where provided, use existing reusable crockery and serveware held on site at City of Sydney properties and venues.
- Hire reusable serveware.
- Avoid all single-use items, including compostable items, which must be disposed of in general waste. Items contaminated with food will also need to be disposed of in general waste if they are not for reuse.
- Any remaining or surplus single-use plastic items cannot be used except in cases of exemption.

Additional considerations and exceptions

- Some plastic items are exempt from the bans where there is no safe alternative reusable item. This includes items for medical reasons. Further details can be found on the NSW Environmental Protection Authority website.
- The NSW ban does not apply to single-use plastic bowls designed to have a spill-proof lid, such as those used for a takeaway soup.

Reducing single-use cups

- Encourage employees and community members through event marketing and education to take reusable coffee cups to cafes, venues and events. Consider adding the following statement in your pre-event communications:
“The City of Sydney is committed to reducing avoidable waste. Help us reduce the environmental impact of our event by remembering your own water bottles and coffee cups.”
- Require vendors at City of Sydney events to provide returnable coffee cups.
- Hire returnable coffee cups for events.

Additional considerations and exceptions

- Avoid all single-use items including compostable items, which must be disposed of in general waste. Items contaminated with food will also need to be disposed of in general waste if they are not for reuse.
- Cups made from expanded polystyrene have been banned in NSW since 1 November 2022.
- Biodegradable plastic is not currently recyclable, even when made from plant-based materials and **cannot** be recycled in the yellow lid bin for medical purposes.

Reducing plastic bags

The supply of lightweight plastic bags has been banned in NSW since 1 June 2022.

A lightweight plastic bag is less than 35 microns thick at any part of the bag. The ban also applies to bags only partly made of plastic.

Lightweight bags made from biodegradable plastics, compostable plastics and bioplastics are also banned. This includes bags made from Australian certified compostable plastic.

The ban does not apply to barrier bags such as:

- produce bags and deli bags
- bin liners
- human or animal waste bags (including nappy or dog poo bags)
- bags used to contain items for medical purposes.

Avoidance and recycling

- Encourage the use of reusable bags or containers and put reminders in marketing materials.
- Consider reusing leftover delivery boxes and offering them to customers instead of single-use plastic or paper bags.
- Before procuring or commissioning bags, consider the environmental impact of paper and cotton bags and opt for sustainably sourced bags that are recyclable.



Commercial flyers, sampling and giveaways

Avoidance and recycling

- You cannot distribute promotional flyers and leaflets at outdoor events. Please promote your events and services using digital services.
- Some government information leaflets are allowed when they assist members of our community. The City of Sydney must approve these. Ensure you distribute these responsibly and use recycled paper.
- Single-use items and excessively packaged items are not permitted. All sponsor giveaways need prior approval.
- Gift bags at events should be made from reusable materials and the contents, where possible, should not be made from plastic.

09 Additional resources

Reference materials to help understand the NSW legislation and impact of different consumable items:

[NSW EPA information about the single-use plastics ban](#)

[Understanding plastic packaging and the language we use to describe it](#)

[Greenhouse gas impacts of disposable vs reusable foodservice products](#)

[Food organics and garden organics \(FOGO\) information](#)

10 Example suppliers

Go to our [Eliminate single-use online tool](#) to view a list of suppliers.

11 Glossary

Recycling - Recycling is the process of converting waste materials into the same or new materials and objects.

Reusable - Items that can be used, cleaned and reused many times over.

Serveware - Items used to serve food and beverages.

Single-use items - Products and packaging that are typically disposed after one use.

Zero waste - The conservation of all resources by means of responsible production, consumption, reuse, and recovery of all products, packaging, and materials without burning them, and without discharges to land, water, or air that threaten the environment or human health.