



Your Local Markets Pty Limited

Food & Farmers and Global Food Markets (Bondi Junction Village)

General Terms and Conditions 2011-2012

All Stallholders must submit an Application Form prior to trading. By submitting an Application Form and the payment of any applicable fee, or commencement of trading with Your Local Markets, Stallholders agree to be bound by these General Terms and Conditions.

Stallholders may also be subject to further terms and conditions specific to particular Markets and will be notified of such further specific terms and conditions.

These General Terms and Conditions may be withdrawn, changed or replaced at any time by Your Local Markets in its sole discretion and communicated to you.

If Stallholders may have signed a prior agreement with Your Local Markets or Queensland Farmers Markets, these General Terms and Conditions apply to the extent of any inconsistency.

Definitions

“Market”	means any Food & Farmers Market, Produce Market, Farmers Market, Growers Market, Global Food Market or Food Market operated by Your Local Markets;
“Reseller”	means a Producer who accesses additional produce from producers in their district or from producers who they have a long-standing or on-going business relationship. Purchasing of produce from another market or wholesaler for resale at Market Day is strictly prohibited without the prior written approval of Your Local Markets.
“Producer”	means farmers or home gardeners who grow, produce or raise their own produce themselves.
“Stallholder”	means Stallholders who have completed and submitted an Application Form, paid any relevant application fee to Your Local Markets and have been accepted by Your Local Markets as a Stallholder at any Market. “Stallholders” also includes Stallholders’ employees, agents, contractors, consultants and family members who attend and sell at any Markets;

“Your Local Markets” means Your Local Markets Pty Limited, Queensland Farmers Markets Pty Limited, My Local Markets Pty Ltd and includes trading names such as Farmers Markets Australia, Turf Club Markets, Palm Beach Currumbin High School Markets, Bondi Junction Village Markets and includes all employees, agents, contractors engaged in the business of Your Local Markets

Arrival and departure times

Arrival times

- You may commence set up from no earlier than 7.00am Wednesdays, Thursdays and Fridays or as directed by Your Local Markets.
- Vehicles may enter the Market precincts to unload directly into your Stall Site.
- You must remove your vehicle(s) from the Market precincts immediately after unloading. Vehicles must be out of the market site by 9.00am **sharp**. Failure to leave the market site by 9.00am sharp may result in you being asked to leave the market with no refund or credits of stall fees applying.

Departure times

- You may commence pack up from 5.00pm Wednesdays, Thursdays (6.00pm October – April) and 5.00pm Fridays or as directed by Your Local Markets. Stallholders and their vehicles must be out of the Mall **within 1 hour sharp** of the commencement of pack up time.
- Entering the market site before 5.00pm or failing to leave the market site within 1 hour of pack up time commencing may result in you being asked not to return to future markets, with no refund or credits of stall fees applying.
- Vehicles may enter the Market precincts to load directly from your Stall Site.

If you sell out of product prior to the Market closing time, Stallholders are NOT permitted to pack up and leave early, unless with the express consent of Your Local Markets.

Disabled Access

Disabled access is available at all venues.

Eligibility Criteria

Your Local Markets is committed to bringing beautiful, premium quality, fresh food to consumers in public spaces within Australia. Your Local Markets will give preference to the following types of Stallholders:

- (a) Organic Producers or Resellers;

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- (b) Producers or Resellers who grow, make or produce the food themselves within a 200 kilometre radius of the Market;
- (c) Producers who (or Resellers whose product) follow(s) sustainable farming practices; and
- (d) Producers or Resellers who commit to regular Markets.

Your Local Markets strives to have a diverse and rich mix of Stallholders on each Market Day. The number of producers selling one kind or type of product will be at the sole discretion of Your Local Markets.

Your Local Markets will retain the right, in its sole discretion, to refuse Stallholders entry to its Market and need not provide reasons for such refusal.

Should a Stallholder be accepted into a Market, Your Local Markets reserves the right in its sole discretion, to withdraw a Stallholders' acceptance into a Market, at any time, and for any reason. Your Local Markets will not be liable to a Stallholder in relation to any loss or damage a Stallholder may suffer as a result of Your Local Markets' refusal or withdrawal of acceptance into a market.

Equipment

Unless the use of certain equipment is specified by Your Local Markets, Stallholders should use their judgment about what equipment is required for the selling of their produce. Your Local Markets currently does not supply equipment to Stallholders, so Stallholders will need to bring everything they need, including but not limited to gazebos, sandbags, ropes, tarpaulins, tables, chairs and display equipment.

Stallholders may sit on elevated stools to encourage interaction with consumers. Low chairs are not permitted.

Each Stallholder is restricted to their Stall Site and must comply with all relevant laws, including OH&S requirements. No produce or other materials (such as signs) may be placed in aisles or on the ground in front of stalls.

Your Local Markets may direct you where to place certain equipment or signage.

Your Local Markets may require Stallholders to remove dangerous, faulty or unsightly equipment.

Extraordinary charges, fees and other costs

Should Your Local Markets incur any extraordinary costs, expenses or other charges (Additional Charges) as a result of your activity at the markets, Your Local Markets reserves the right to pass on in full any Additional Charges to you. An example of such Additional Charges may include (but is not limited to) costs of maintenance of Your Local Markets' or Waverley Council's equipment, extraordinary cleaning charges or contract electrical charges (from the use of faulty equipment). You agree to be liable for Additional Charges and to reimburse Your Local Markets in full.

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Food preparation/sale requirements

You must register your business in accordance with all relevant legislation and regulations.

NSW

In NSW you must register via the following website:

<http://www.foodnotify.nsw.gov.au/nafsis/index.cfm?action=home>

Temporary food permits are also a requirement of some NSW Councils, including Waverley Council. You must obtain and lodge a food permit with Waverley Council prior to trading and Your Local Markets will provide you with the form.

In addition, stallholders working with temperature-controlled foods must also undertake a Food Safety Supervisor's Course. More details are available at: http://www.foodauthority.nsw.gov.au/Documents/industry_pdf/fss_guidelines.pdf

The NSW Food Authority produces a range of guidelines for food operators at <http://www.foodauthority.nsw.gov.au/industry/news-publications-and-help/factsheets-and-brochures/>

Stallholders remain liable for compliance with all laws. Your Local Markets assumes no liability for Stallholders' compliance with legal obligations and Stallholders indemnify Your Local Markets for any Stallholder breach of the law.

Goods for sale

All goods for sale must be approved by Your Local Markets. Should Stallholders wish to change the mix of product offered for sale, it must apply in writing to Your Local Markets, using the Application Form prior to selling. Your Local Markets reserves the right to specify or refuse approval of certain types of products a Stallholder may sell on any Market Day.

Holidays and absences

All Stallholders who wish to take some time away from the markets, for illness or vacations, but would like to return to the market without being added to any waiting list will need to pay for those markets they are absent. Should absentee markets not be paid for, stallholders may be added to the waiting list before returning to the markets.

In the event that Stallholders elect not to pay for absent markets, Your Local Markets cannot guarantee if or when Stallholders can return to the markets or whether they can trade at the same or in a similar position within the market site or on the same market day.

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Insurance

All Stallholders must have current public & product liability insurance providing a minimum of \$10m cover. Stallholders must provide evidence of current insurance prior to trading at Your Local Markets.

Stallholders must also have current applicable WorkCover Insurance for all employees.

Your Local Markets may request copies of these insurance policies from Stallholders time to time.

Liability and indemnity

Your Local Markets will not be liable for any injury (including death), loss or damage suffered by the Stallholder from or in connection with its activities conducted at a Market.

Stallholders will indemnify and keep indemnified Your Local Markets against:

- (a) any damages, loss, cost and expense or liability incurred by Your Local Markets; or
- (b) any claim, action, or proceedings made against Your Local Markets

arising out of the use and occupation of the Stallholder or out of the conduct of any activity of the Stallholder at or in connection with a Market.

Mystery shopping/audits

Your Local Markets reserves the right to mystery shop or audit its Stallholders for compliance with these General Terms and Conditions. Should a Stallholder be in breach of these General Terms and Conditions, Your Local Markets may terminate its agreement with the Stallholder, or impose further conditions on the Stallholder.

Packaging

Stallholders are actively discouraged from issuing plastic bags to customers and in some instances, they are banned from particular Market sites. Stallholders should use best endeavours to provide paper bags or bags made from recycled or biodegradable products.

Stallholders are actively discouraged from providing prepared food and drinks to customers in non-recyclable or non-biodegradable plastic or foam and in some instances, they are banned from particular Market sites. All containers should be compostable, recyclable or reusable. Eating utensils, serviettes, stirrers should be single use and compostable.

Your Market Manager will advise you if your Market site bans plastic or non-recyclable materials.

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Parking

Free parking is available at and around most Market sites however Stallholders must comply with all local parking restrictions.

Parking illegally, or hindering the normal flow of traffic in and around each Market site could jeopardise the continuing operation of the Markets and is not permitted.

Stallholders remain liable for any parking infringement notices, damage to vehicles or related issues regarding parking of their vehicles.

Payment

Stall fees must be paid as directed by Your Local Markets, but usually by 5.00pm on the Tuesday prior to the commencement of the fortnightly billing period. If Stall fees are not received by Your Local Markets at this time, Your Local Markets reserves the right to charge a late fee of \$15 or allocate the stall site to another Stallholder.

Permanent Stallholders must pay their Stall fees in advance as directed by Your Local Markets and may be paid by electronic funds transfer or by post. Cheques must clear **3 business days** prior to any Market.

Your Local Markets does not currently accept credit card payments for Stall Fees.

Stall Fees are not refundable.

Power

Electricity will be provided and may be subject to additional cost Electricity is only available for the purpose approved by Your Local Markets.

Your Local Markets does not provide any equipment for Stallholders to connect to the electricity. Stallholders may only use power leads that are safe, comply with Occupational Health and Safety requirements and have been recently inspected. Your Local Markets reserves the right to inspect electrical equipment and cables at any time.

Electricity, or its continuous supply, is not guaranteed by Your Local Markets and no refunds or credits will be provided for any issues relating to electricity supply.

Promotion

Your Local Markets reserves the right to advertise or promote the Stallholder in connection with Your Local Markets and the Stallholder consents to Your Local Markets taking and using photos which may contain images of the Stallholder's produce or image.

Refunds & Credits

Stall Fees are not refundable, whether a Stallholder has attended a market or not.

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Credits and refunds will not be issued for bad weather on Market days. Your Local Markets operates all weather Markets and trade rain, hail or shine. Please do not apply unless you are prepared for all weather. It is each Stallholder's responsibility to protect his or her products and Stallholders must always have necessary equipment to do so. Your Local Markets will not be liable to Stallholders for damaged or broken stock, however caused.

Rubbish, Waste & Recycling

In most instances, Your Local Markets will provide Stallholders with directions onsite regarding rubbish and waste removal however some sites may have specific requirements and Your Local Markets will advise you if this is the case.

Your Local Markets will attempt to obtain recycling bins at each Market site. It is a requirement that all Stallholders recycle as much waste as possible.

The stall site must be left in the condition it was found. Should Stallholders not make good their site at the end of any Market Day, Your Local Markets reserves the right to charge Stallholders a Cleaning Fee.

Sites

Stallholders obtain no right, title or interest in a site and cannot transfer or otherwise deal with a site. This rule applies irrespective of the tenure of a Stallholder or any advance payment made. Stallholders acknowledge and agree that Your Local Markets may move Stallholders to different sites on different Market Days or refuse the entry of Stallholders on any Market Days in its sole discretion.

Stallholders

Casual Stallholders are those who have attended less than 3 months continuous markets and pay a higher fee than Permanent Stallholders.

Permanent Stallholders are those who have attended more than 3 months' continuous markets and pay a lower fee than Casual Stallholders.

Stall Fees

Please refer to our **Market Fees & Charges** for casual and permanent stall fees, which you can download from our website.

Stall Requirements

All Stallholders must use gazebos and/or trestle tables however will be subject to local food legislation and regulations.

Trestle tables must be covered with white or approved fabric that reaches the ground on all sides.

Produce for sale must be displayed in a visually attractive way.

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Stall Sites

Stall sites may be allocated prior to Market day, however, may change from week to week and without notice. Your Local Markets reserves the right at any time to move Stallholders to different sites. Stallholders do not “own” sites nor do they obtain any right, title or interest in a particular site.

Standards of presentation and behaviour

Stallholders and their staff who attend and sell at the Markets must have a solid understanding of the produce/product offered for sale.

Stalls must offer an abundance of produce and, where permitted by health regulations, Stallholders are encouraged to offer samples of product to customers.

All products offered for sale **must** be clearly marked with a price.

Stallholders must be clean and neatly presented.

Stallholders must not smoke within the Market precincts.

Stallholders must be polite and well-mannered to Your Local Markets Management, other Stallholders, staff and customers at all times. Stallholders must comply with the directions of Your Local Markets at all times.

Rudeness, ignoring the instructions of Your Local Markets or any anti-social behaviour will be considered a breach of these General Terms and Conditions. Such behaviour will not be tolerated and may result in the immediate ejection from a market, with no refunds or credits applying. Your Local Markets retains the right to refuse entry to a market to any Stallholder acting in this manner.

Friendliness, smiling and using customers’ names is strongly encouraged!

Term

These General Terms and Conditions continue until terminated by either party. All amounts owing by the Stallholder to Your Local Markets at the time of termination will become immediately due and payable to Your Local Markets.

Trading Times

Trading times are subject to change by Your Local Markets at any time, however Your Local Markets will use reasonable endeavours to provide as much notice as possible to Stallholders of any change in trading times.

Your Local Markets will use reasonable endeavours to publish trading times of its Markets on its website.

General trading times of the Markets are as follows:

Bondi Junction Village Markets – Summer (October – March)

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Wednesday 9am-5pm

Thursday 9am-6pm

Friday 9am – 5pm

Bondi Junction Village Markets Winter (April – September)

Wednesday, Thursday, Friday 9am-5pm

Waiting Lists

When all available sites for producers in the same class, or those preferred by Your Local Markets (for example, organic or sustainably farmed produce) have been allocated, vendors in these classes wishing to participate in a Market Day will be placed on a waiting list. Producers on the waiting list will be invited to attend a Market Day as soon as a site becomes available, however Your Local Markets makes no warranties or representations about how long it will take, if at all, for a producer to secure a site at a Market Day. Your Local Markets reserves the right to prioritise stallholders on the waiting list in any way it deems fit.

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