



Your Local Markets Pty Limited

Food & Farmers' Markets (Gold Coast)

General Terms and Conditions 2011-2012

All applicants 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 (Operating Guidelines) specific to particular Markets and will be provided with such further specific terms and conditions, if required.

These General Terms and Conditions may be withdrawn, changed or replaced at any time by Your Local Markets in its sole discretion and communicated to you.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 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 or Food Market operated by Your Local Markets;
- “Reseller” means anyone who purchases produce from another market or wholesaler for resale on market day as this is strictly prohibited without the prior written approval of Your Local Markets.
- “Producer” means farmers, home gardeners and gourmet food suppliers who grow and produce their own products.
- “Stallholder” means those 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, Gold Coast Turf Club Farmers' Markets, Palm Beach Currumbin High School Farmers' Markets, Bondi Junction Village Markets and includes all

employees, agents, contractors engaged in the business of Your Local Markets.

Disabled Access

Disabled access is available at all venues.

Eligibility Criteria

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

- (a) Queensland and northern N.S.W. farmers and producers
- (b) Organic Producers;
- (c) Producers who grow, make or produce the food themselves within a 200 kilometre radius of the Market;
- (d) Producers whose products follow sustainable farming practices; and
- (e) Farmers or Producers who commit to attend markets permanently on a weekly basis. Casual sites are not available.

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. No exclusivity or monopoly will be given to any one stallholder for their product/s unless with the prior approval of Your Local Markets.

Your Local Markets will retain the right, in its sole discretion, to refuse Stallholders and/or their staff entry to its Markets 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 or products. Your Local Markets currently does not supply equipment to Stallholders, so you will need to bring everything required, including but not limited to gazebos, sandbags or other types of weights, ropes, tarpaulins, tables, chairs and display equipment. And...don't forget the float!

Gazebos must be adequately weighted down at all times otherwise your public liability insurance could be voided. Your Local Markets staff will inspect your Gazebos from time to time.

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.

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

Exclusivity

No farmer or producer is guaranteed a monopoly or exclusivity for their products unless with the prior approval of Your Local Markets.

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 equipment, extraordinary cleaning charges or contract electrical charges from the use of your faulty equipment. You agree to be liable for Additional Charges and to reimburse Your Local Markets in full.

Food preparation/sale requirements

You must register your business in accordance with all relevant state and federal legislation and local council regulations.

Stallholders selling ready to eat foods or offering samples to the public may require a Temporary Food Stall License from the Gold Coast City Council for the operation of your business at our markets. You must contact the Council to ascertain whether this license is applicable.

In addition, stallholders handling ready to eat foods must undertake a Food Safety Supervisor's Course through the Gold Coast City Council.

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

Should a stallholder wish to take some time away from the markets, whether for illness, holidays, or any other reason, but would like to return to the market and occupy the same site, without being added to the waiting list, you must pay to retain your site. Should you not wish to pay to retain your site another stallholder will be allocated that site and Your Local Markets cannot guarantee if or when you can return to the markets.

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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 cover prior to trading at Your Local Markets.

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

Your Local Markets will request copies of these insurance policies on an annual basis.

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 Farms or Commercial premises 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.

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.

Parking

It is a condition of approval to trade at our markets that all Stallholders and their staff must park their vehicles where directed by Your Local Markets. Stallholders must

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continue to remind staff, new and old, of their obligation to only park in the car park provided for them.

Parking illegally, or in spaces reserved for the public visiting the Markets, 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. Any stallholder or staff found to be parking contrary to Your Local Markets direction will be deemed to be in breach of these General Terms and Conditions and Your Local Markets may terminate its agreement with the stallholder.

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 by 5.00pm Tuesday prior to a Market Day. If Stall fees are not received at this time, Your Local Markets reserves the right to charge a \$10 late fee.

Stall fees may be paid by electronic funds transfer or post. Cheques must clear **3 business days** prior to any Market.

Your Local Markets does not accept credit card payments.

Power

Electricity will be provided for an 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 tested and tagged. 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 you have attended a market, or not.

Credits and refunds will not be issued for bad weather on Market days. Your Local Markets operates all weather Markets and trades rain, hail or shine. Please do not apply unless you are prepared to attend in all weather conditions. It is your responsibility to protect your products and you must always have the necessary equipment to do so. Your Local Markets will not be liable to Stallholders for damaged or broken stock, however caused.

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Rubbish, Waste & Recycling

In all instances, rubbish and waste must be removed at the end of each market. No rubbish can be placed in the wheelie bins provided for the public's use.

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 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.

Stall Fees

Please refer to our [Gold Coast Market Fees & Charges](#) for stall fees, which you can download from our website.

Stall Requirements

All Stallholders must use gazebos and/or trestle tables and 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.

Stall Sites

Stall sites will be allocated prior to Market day and may change from week to week and without notice. Your Local Markets reserves the right at any time to move a Stallholder to another site. 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 to customers.

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

Stallholders must be clean and neatly presented, preferably wearing a uniform or consistent coloured shirts if there is more than one person selling at each stall. Shoes must be worn at all times. Stallholders must not smoke within the Market precincts.

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If for some reason, such as a medical condition, Stallholders must sit during a market, only elevated stools are permitted as this will encourage interaction with the public. Low chairs are not permitted. Stallholders should not wear earphones, text or work on laptop computers whilst manning a stall. This is unprofessional and sends a message to prospective customers that you are not interested in their business.

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. Friendliness, smiling and using customers' names is strongly encouraged! 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.

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

Times are subject to change at any time. However Your Local Markets will use reasonable endeavours to provide as much notice as possible of any change in trading times and will publish trading times of its Markets on its website.

Palm Beach Currumbin High School –

Summer (1 October to 31 April) 6am - 11am, Winter (1 May to 30 September) 6am - 12 noon

- You may commence set up no earlier than 4.15am or as directed by Your Local Markets.
- Vehicles may enter and depart the Market precincts at no more than 5klms/hr to unload and pack up at your Stall Site.
- If directed by Your Local Markets, you must remove your vehicle(s) from the Market precinct at least one hour prior to the commencement time and park in the stallholders' car park.

Gold Coast Turf Club –

Summer (1 October to 31 April) 6am - 11am, Winter (1 May to 30 September) 7am - 12 noon

- You may commence set up from no earlier than 4.15am in the summer months and 5.15am in the winter months or as directed by Your Local Markets.
- Vehicles may enter and depart the Market precincts at no more than 5klms/hr to unload and pack up at your Stall Site

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- If directed by Your Local Markets, you must remove your vehicle(s) from the Market precinct at least one hour prior to the commencement time and park in the stallholders' car park.

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. All Stallholders must have packed up and departed the market precinct one hour after closing time.

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, applicants 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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