



Your Local Markets Pty Limited

Food & Farmers and Global Food Markets (Market)

General Terms and Conditions

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These General Terms and Conditions may be withdrawn, changed or replaced at any time by Your Local Markets in its sole discretion and communicated to you.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 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, and includes trading names such as Farmers Markets Australia, Turf Club Markets and Palm Beach Currumbin High School Markets and includes all employees, agents, contractors engaged in the business of Your Local Markets

Arrival and departure times

Gold Coast Markets

Summer (October to March)

- You may commence set up from no earlier than 4.30am or as directed by Your Local Markets.
- Vehicles may enter the Market precincts to unload directly into your Stall Site.
- If directed by Your Local Markets, you must remove your vehicle(s) from the Market precincts.

Winter (April to September)

- You may commence set up from no earlier than 5.30am or as directed by Your Local Markets.
- Vehicles may enter the Market precincts to unload directly into your Stall Site.
- If directed by Your Local Markets, you must remove your vehicle(s) from the Market precincts.

If you sell out of product prior to the Market closing time, Stallholders are NOT permitted to pack up and leave early.

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;
- (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.

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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.

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.

Food preparation/sale requirements

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

Gold Coast

For our Gold Coast Markets (Turf Club and Palm Beach Currumbin High School) the Gold Coast City Council requires that you must obtain a temporary food licence.

See:

<http://www.lgtoolbox.qld.gov.au/GCCC/FoodBusinessTemporary/Pages/HowtoComply.aspx>

The Gold Coast City Council website also lists other useful websites:

<http://www.lgtoolbox.qld.gov.au/GCCC/FoodBusinessTemporary/Pages/ToolsandResources.aspx>

NSW

In NSW you must register via the following website:

http://www.foodnotify.nsw.gov.au/nafs_prod/

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Temporary food licences are also a requirement of some NSW Councils.

Other sites that may be relevant in NSW are:

- [Food safety For Market Stallholders](#)
- [Handwashing Information For Market Stallholders](#)
- Temperature control of Potentially hazardous food:
http://www.foodstandards.gov.au/srcfiles/FSTemp_control_Edition_for_printing.pdf
- Labelling requirements:
http://www.foodauthority.nsw.gov.au/Documents/industry_pdf/labelling_general_requirements.pdf

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.

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

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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.

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.

Payment

Stall fees must be paid by 5.00pm **at least 3 business days** prior to a Market Day. If Stall fees are not received by Your Local Markets at this time, Your Local Markets reserves the right to charge the difference to the Stallholder of the casual daily stall fee and the permanent daily stall fee.

Permanent Stallholders must pay their Stall fees in advance 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.

Power

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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 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.

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 may be credited to another week only if bookings are cancelled (or refused by Your Local Markets) by 5.00 pm 3 business days prior to Market Day.

Stall Fees are not refundable.

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.

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.

Sites

Stallholders obtain no right, title or interest in a site and cannot otherwise deal with a site.

Stall Fees

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

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Casual Stallholders are those who have not paid for their site within 3 business day of a Market. Casual Stallholders are not guaranteed a stall site on Market day.

To qualify for the Permanent Stallholders' discount and be allocated a stall site, Stallholders must prepay no later 5.00pm at least 3 business days prior to a Market day.

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.

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 you another 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, preferably wearing a uniform or consistently coloured shirts if there is more than one person selling each stall. If provided by Your Local Markets, name tags must be worn by all Stallholders.

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. 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

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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:

Queensland – Summer (October - March)

6am – 11am

Queensland – Winter (April - September)

7am – 12pm

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.

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HEAD OFFICE Your Local Markets Pty Ltd PO Box 5130 Q Super Centre Mermaid Waters Qld 4218 ACN: 136 541 467
NSW OFFICE My Local Markets Pty Ltd ACN: 138 388 879 TRADING AS Your Local Markets PO BOX 673 Waverley NSW 2024

www.yourlocalmarkets.com.au