



Your Local Markets Pty Limited

Fine Food & Farmers' Markets (Gold Coast)

General Terms and Conditions 2018

All applicants must submit an Application Form prior to trading, whether purchasing or taking over the business of an existing stallholder or applying for a new business. By submitting an Application Form and the payment of two weeks' stall fees (**Bond**) and any other fees, Stallholders agree to be bound by these General Terms and Conditions.

As well as new Stallholders, all current Stallholders at one, or more than one, of our Markets agree to be bound by these General Terms and Conditions 2018.

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These General Terms and Conditions may be withdrawn, changed or replaced at any time by Your Local Markets (YLM) in its sole discretion and communicated to you.

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

Attendance at Markets

Stallholders agree to attend one Market (or more, if attending more) for at least thirteen (13) consecutive weeks (**Initial Term**) in order to establish a business. After the Initial Term of thirteen (13) weeks, two (2) weeks' written notice must be given to YLM should Stallholders wish to leave the Market. The Bond will be applied to the last two weeks' stall fees; i.e. weeks 14 and 15. Should Stallholders:

- (a) not attend for the entire Initial Term; or
- (b) not provide two (2) weeks' written notice

the Bond is not refundable or to be applied as credit and will be forfeited.

YLM operates Markets on a permanent basis throughout the entire year, rain, hail or shine. It is your responsibility to attend every Market and pay the relevant site fee, whether you attend, or not. Should you not be able to attend for whatever reason, including but not limited to holidays, business trips, staff sick, motor vehicle breakdown, floods, etc. site fees must always be paid. This ensures the continued loyalty of our customers and the successful operation of the Markets. Most Stallholders rely on YLM's Markets as their main source of income and our customers must also have confidence that all Stallholders will be in attendance at all times.

It is not YLM's or our Market Management's responsibility if for any reason a stallholder is unable to or does not wish to attend on market day.

All Stallholders must provide YLM with 2 weeks' notice to leave our Markets.

Definitions

"Bond"	means the payment to YLM of two weeks' stall fees prior to starting at a Market, whether purchasing or taking over the business of an existing stallholder or applying for a new business;
"Initial Term"	means to attend a Market or Markets for thirteen (13) consecutive weeks;
"Market"	means any one-off, special or regular Fine Food & Farmers' Market, Farmers' Market, Growers' Market, Produce Market, Artisans' Market, Makers' Market, Fashion Market, Global Food Market, World Food Market, Night Bites Market operated by YLM. A "one-off" or "special" Market may be staged on a different day to the usual Saturday or Sunday Market day;
"Producer"	means farmers, home gardeners, gourmet food and artisan suppliers who grow and produce their own products;
"Distributor"	means anyone who accesses additional produce from producers in their district or from producers with whom they have a long-standing or on-going business relationship.
"Reseller"	means purchasing of product from another Market, wholesaler or wholesale distribution centre for resale on Market Day. This is strictly prohibited without the prior written approval of YLM;
"Stallholder"	means those who have completed and submitted an Application Form, paid any relevant application fee to YLM and have been accepted by YLM as a Stallholder at any Market. "Stallholders" also includes Stallholders' employees, agents, contractors, consultants and family members who attend and sell at any Markets;
"YLM"	means YLM Gold Coast Pty Limited, Your Local Markets Pty Limited, Queensland Farmers Markets Pty Limited, My Local Markets Pty Limited and includes trading names such as Farmers Markets Australia, Bundall Farmers' Markets, Palm Beach Farmers' Markets, and includes all employees, agents, contractors engaged in the business of YLM.

Disabled Access

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Disabled access is available at all venues.

Dogs

Due to Qld Government and Gold Coast City Council health regulations dogs are not permitted in stalls or within the market area.

Eligibility Criteria

YLM is committed to bringing premium quality, fresh produce and gourmet foods to consumers in public spaces within Australia. YLM 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 200km radius of the Market;
- (d) Artisans who make authentic exciting products;
- (e) Producers who follow sustainable farming practices; and
- (f) Farmers or Producers who commit to attend every Market on a permanent basis.

YLM 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 YLM. YLM 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.

YLM reserves the right, in its sole discretion, to withdraw a Stallholders' acceptance into a Market, at any time and for any reason.

YLM will not be liable to a Stallholder in relation to any loss or damage a Stallholder may suffer as a result of YLM's refusal or withdrawal of acceptance into a Market.

Equipment

Unless the use of certain equipment is specified by YLM, Stallholders should use their judgment about what equipment is required for the selling of their produce or products. YLM does not supply equipment so you will need to bring everything required, including but not limited to coloured gazebos (preferably not blue), trolley, sandbags or other types of weights, ropes, tarpaulins, tables, fitted black or hessian tablecloths that reach to the ground, stools (never chairs) and display equipment. And don't forget the float!

No Stallholder can use electrical equipment of any kind that has not been tested by a qualified electrician and have a current tag attached. Stallholders will be required to remove instantly from a Market any equipment not tested and tagged.

Gazebos must be adequately weighted down at all times otherwise public liability insurance could be voided. This is also an Occupational Health and Safety Issue. YLM staff will inspect gazebos to ensure weights are being used. Weights are mandatory and must be used at every Market. Failure to provide weights for

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whatever reason will result in management requiring the stallholder to dismantle the gazebo or gazebos immediately.

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

YLM may give direction on where to place certain equipment or signage.

YLM may require Stallholders to remove dangerous, faulty or unsightly equipment.

It is your responsibility to protect your products and you must always have the necessary equipment to do so, e.g. additional shade gazebos, shade umbrellas, or sides for your gazebo to protect against sun, wind and rain. In a food preparation area suitable safe ground cover must be used to guard against oil or other ingredients' spillages. YLM will not be liable to Stallholders for damaged or broken stock, however caused. YLM has a limited number of gazebos sometimes available for hire at a cost of \$25 per market. This availability cannot be guaranteed.

Exclusivity

No Stallholder is guaranteed a monopoly or exclusivity for their products unless with the prior approval of YLM. However, a Stallholder who does not grow specific items of produce will be asked by YLM to remove these items from sale when a grower of that produce attends our Markets.

Extraordinary charges, fees and other costs

Should YLM incur any extraordinary costs, expenses or other charges (Additional Charges) as a result of your activity at the Markets, YLM 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 YLM 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 YLM in full.

Extreme heat during summer months

Given that our summer temperatures are likely to increase as the climate changes, and with summers also lengthening, all stallholders and those working for you must take particular care during very hot days. Please ensure you drink water, bring hats and protective clothing and if necessary, bring a fan for personal cooling.

Further, if you, or members of your staff, have a pre-existing medical condition that could be exacerbated by the heat, please get a doctor's clearance to work in extreme weather.

Food preparation/sale requirements

Stallholders must register their 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 will require a Temporary Food Stall License from the Gold Coast City Council for the operation of

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their business at our Markets. You must contact the Health Department at the Council to ascertain whether this license is applicable. If required, it is essential that the Stallholder adhere to all Council requirements contained in this Temporary Food Stall License and a copy of this License must be kept at your stall site at all times for Council inspection.

In addition, Stallholders handling ready to eat foods must undertake a 2-day Food Safety Supervisor's Course at TAFE or online.

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

Some handy links for you below:

Specific licensing application information:

<http://www.lgtoolbox.qld.gov.au/GoldCoastCC/EH/FoodBusinessTemporary/Pages/HowToApply.aspx>

Operator education:

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

Goods for sale

All goods for sale must be approved by YLM. Should Stallholders wish to add to or change the mix of products offered for sale, they must apply in writing to YLM. YLM reserves the right to specify or refuse approval of certain types of products a Stallholder may sell on any Market Day.

Multi-level Marketing (MLM) companies and commercial operations such as retail shops are not permitted to operate at YLM Markets.

Inclement Weather

Our Markets are marketed and advertised as operating "rain, hail or shine" so inclement weather is no excuse for your non-attendance or packing up and leaving the market early. Please do not apply unless you are prepared to attend in all weather conditions.

Inspection of premises or farms

All potential stallholders must have their farm/business premises inspected prior to attendance being approved. Your portion of the shared cost of the Farm Audit fee, to be paid at the time of inspection, will be \$90 + GST.

YLM reserves the right to inspect a farm or establishment at any time to confirm crops and products being or wishing to be sold at the Markets are in compliance with Market guidelines. You must submit a map of and directions to your farm/business along with your Application. If a farm/business is found not to be compliant with these General Terms and Conditions approval to attend may be withdrawn.

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An Audit Certificate will be provided within a reasonable time once an audit is completed and this Certificate must be displayed at the front top right or front top left hand side of your stall using the clips provided by YLM.

Insurance

All Stallholders must have current public and product liability insurance providing a minimum of \$10 million cover. Stallholders must provide evidence of current insurance cover prior to trading at YLM and must display a Certificate of Currency at the site at all times.

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

YLM will request copies of these insurance policies on an annual basis. Failure to provide evidence of current insurance cover will lead to withdrawal of approval to attend the Markets.

Labelling

All labelling must conform to the Queensland Health Department's standards. Assistance is contained in the "Label Buster Guide" available from Queensland Health, however all Stallholders must obtain their own advice in relation to legal requirements. Queensland Health, from time to time, visits the Market to ensure all labelling and packaging conforms to State Regulations.

From 1 July 2018, food to be sold in Australia must be labelled according to the requirements of the *Country of Origin Food Labelling Information Standard 2016*. It requires most food suitable for retail sale in Australia to carry country of origin information.

Liability and indemnity

YLM 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 YLM against:

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

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.

Packaging

From 1 January 2017 all YLM Markets banned the use of single-use plastic, epi, degradable and biodegradable bags. Reusable jute and other fabric market bags are on sale for customers at the Management site near the newspapers' stand. Customers are encouraged to bring their own shopping bags.

All single use plastic bags will be banned in Queensland from 1 July 2018.

Stallholders can provide paper bags as produce, such as beans, snow peas, tomatoes etc. should not be bagged into plastic bags for sale to the public.

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Stallholders must provide prepared food and drinks to customers in responsibly sourced paper, or beneficial bioplastic made from plant-based resins derived from plant starch such as tapioca and corn or sweet sugarcane pulp (bagasse) containers and plates. Eating utensils, serviettes, stirrers and drinking straws must be single use and compostable.

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 YLM. Stallholders must continue to remind staff, new and old, of their obligation to only park in the car park provided for them. All other car parking spaces must only be used by visitors to the market.

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 member found to be parking contrary to YLM's directions will be deemed to be in breach of these General Terms and Conditions and YLM 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 of site and other fees

In addition to your weekly site fee, a bond of two weeks' site fees is immediately due and payable once a Stallholder has received approval to attend. YLM requires pre-payment of your site fee each week and payment must be in our bank account no later than Tuesday 5pm prior to each Market. If payment is not received at this time, there will be an additional \$10 service fee charged.

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

YLM does not accept credit card payments.

Site fees are payable for each Market, by each Stallholder. If a Stallholder, for whatever reason, does not attend a Market the site fee must still be paid. Refusal to pay a site or service fee will lead to the withdrawal of approval to attend the Markets and your site will be allocated to an applicant on the waiting list.

Power

Electricity will be provided for an additional cost. Electricity is only available for the purpose approved by YLM and maybe subject to availability at some Markets.

YLM does not provide any equipment for Stallholders to connect to the electricity. Stallholders may only use power leads and electrical equipment that are safe, comply with Occupational Health and Safety requirements and are tested and tagged. YLM reserves the right to inspect electrical equipment and cables at any time. Stallholders will be asked to remove immediately from a Market any untagged or out of date tagged equipment.

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

Promotion

YLM reserves the right to advertise or promote the Stallholder in connection with YLM and the Stallholder consents to YLM 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. YLM operates in all weather on Markets days.

Rubbish, Waste & Recycling

In all instances, rubbish and waste (whether liquid or solid) must be taken away at the end of each Market. No rubbish can be placed in the wheelie bins provided for the public's use. Also, no waste of any sort can be placed in any large industrial waste bins used by the landowner. No liquids of any sort or oils can be tipped down drains or sinks.

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, YLM reserves the right to charge Stallholders a Cleaning Fee.

Scales

Each Stallholder, where required, must provide scales of demonstrable accuracy. Fair Trading Qld. Weights & Measures Division, visits the Markets from time to time to test the accuracy of your scales.

Selling Your Business

Should you wish to sell your business at any time you must advise YLM Management prior to the completion of the sale. YLM will investigate the proposed purchasers to ensure they are fit and proper to trade at our Markets. When YLM's approval is given (in a timely fashion) it is important that all details of the new owners, contained in a new Application Form completed by them, including their public liability insurance, are forwarded to YLM prior to the new owners commencing trading at YLM's Markets. YLM will provide written confirmation of their acceptance into our markets.

Social Media

It is strongly advised that all Stallholders must have business Facebook and Instagram pages. Any business not engaging with technology and social media will have major problems surviving in the future. Staff at our Market HQ office will be pleased to offer informal classes in basic social media skills.

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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 fitted black polyester or hessian fabric that reaches the ground on all sides and produce for sale must be displayed in a visually attractive way. All products must have prices prominently displayed.

If a stall is on bitumen or another hard surface such as a netball or basketball court and you are preparing hot foods which are likely to cause oil stains or other damage to the surface, it is the responsibility of the stallholder to ensure that there is a suitable and safe ground cover in the stall and that the site is left in a clean state on completion of the market.

Stallholder 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 YLM may move Stallholders at any time to different sites on different Market Days or refuse the entry of Stallholders on any Market Days in its sole discretion.

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 that will satisfy customers until closing time. If sufficient stock cannot be provided at every Market then permission to attend may be withdrawn. 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.

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, talk on a mobile phone, text, Facebook, Instagram, Twitter or use other devices whilst manning a stall, apart from when posting on your Facebook or Instagram pages or like or sharing posts from the market's pages. Looking down at a screen does not encourage any interaction with a prospective customer and could lead to the failure of a business to thrive.

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Stallholders must be polite and well-mannered to YLM Management, other Stallholders, staff and customers at all times. Stallholders must comply with the directions of YLM 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 YLM at the time of termination will become immediately due and payable to YLM.

Trading times

Times are subject to change at any time. However, YLM 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 Farmers' Market - Palm Beach-Currumbin High School, Thrower Drive, Palm Beach - **Saturday 6am - 11:30am.**

Bundall Farmers' Market – HOTA – Home of the Arts, 135 Bundall Road, Surfers Paradise - **Sunday 6am - 11:30am.**

- You may commence set up no earlier than 4.00am or as directed by YLM.
- Vehicles may enter and depart the Market precincts at no more than 5kms/hr to unload and pack up at your Stall Site.
- If directed by YLM, 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.
- There should be no vehicle movement on the Market Site until at least 15 minutes after the end of the Market and only then when most of the customers have left and YLM gives permission to enter or depart the Market precinct. Common sense must always be used so that stallholders' vehicles are not jeopardising the safety of remaining customers or other stallholders. Market staff can stop any vehicle should it attempt to enter or leave the market site without authorization.

It is not permitted to pack up and leave the market site because of rain or any other weather conditions without the consent of YLM or from a Market Manager. If Stallholders sell out of product prior to the Market closing time it is not permitted to pack up and leave early unless with the express consent of YLM. The gazebo must not be dismantled and a prominent sign should be displayed, similar to **'SORRY - (Stallholder's name and the products being sold) SOLD OUT! We look forward to seeing you next week.'**

Unacceptable behaviour

Rudeness, ignoring the instructions of YLM or any anti-social behaviour, whether in person, by phone, by email or social media, will be considered a breach of these General Terms and Conditions. Such behaviour will not be tolerated and may result

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in the immediate ejection from a Market with no refunds or credits applying. YLM retains the right to refuse entry to a Market to any Stallholder acting in this manner.

Offensive language and aggressive behaviour towards other stallholders, their staff, Market Management or customers in general is grounds for instant withdrawal of approval to attend YLM's markets. Also, major disruption and damage to the Markets' and YLM's reputation can be caused by a stallholder discussing with other stallholders and customers any perceived grievances they may have. Any issues or concerns should be immediately brought to the attention of Market Management.

Again, should this behaviour be notified to Market Management it may lead to withdrawal of approval to attend YLM's Markets.

Stallholders must never criticise YLM, or a fellow trader, either to the public or other Stallholders.

Stallholders must never comment negatively to customers or other Stallholders about the produce or products being sold or displayed by other Stallholders.

Waiting Lists

When all available sites for producers in the same class, or those preferred by YLM (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 YLM 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. YLM reserves the right to prioritise Stallholders on the waiting list in any way it deems fit.

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