



Farmers Market Bundaberg.

Nov 25

Stallholder Terms and Conditions

STALLHOLDER APPLICATION - TERMS AND CONDITIONS

These terms and conditions apply to the Stallholder application for the Farmers Market Bundaberg.

1. THE EVENT

a) Jacque Monet Events are the Operators of the Farmers Market Bundaberg, ('the Event') to be held as Farmers Market Bundaberg every Saturday or as directed

2. STALLHOLDER SET UP (BUMP IN), AND PACK DOWN (BUMP OUT)

a) Vehicles are not permitted onsite during the Event unless approval has been granted as part of the Stallholders application.

b) If your stall is vehicular and/or requires space within the Event area during the Event, it must be included with the space nominated in the application.

c) Stallholders shall not extend their displayed goods beyond the boundaries of their nominated site. It is not acceptable to encroach onto the walkways with racks, displayed goods, signage, awnings, etc.

Bump In - Bundaberg 3.30am -5.45 am

- On arrival at the Event a FMB Team Member will greet and direct the Stallholder to their site location.
- Stallholders must ensure their hazard lights are on and must drive at a walking pace (not exceeding 5 km/hr).
- Once on site, Stallholders must unload their vehicle and then move their vehicle offsite.
- Stallholders must not begin their site set-up until their vehicle is moved offsite.
- Vehicles must be offsite by 6.00 am

Bump Out - Bundaberg 12.30pm to 2pm

- No vehicles are permitted on-site before or until the JME or FMB Team Member assesses that it is safe to do so.
- Stallholders must pack their site prior to collection of their vehicle. This will be monitored by FMB Team Members.
- Bump out must be completed and all stalls and vehicles offsite by 2.00 pm

3. PAYMENT

- a) Payment of site fees are required prior to the Event.
- b) Fees are paid in exchange for reservation of a site at the Event.
- c) An invoice will be issued by JME prior to the Event and sent by email. This will include a link to pay the invoice online using a Visa or MasterCard, Credit or Debit card.

4. CANCELLATIONS, NO SHOWS, REFUND POLICY

- a) Stallholders may cancel their application up to 3 days prior to the Event, by contacting FMB at bookings@farmersmarketbundaberg.com.au. Cancellation after that time will result in fees paid being forfeited.
- b) If the Event is cancelled or postponed, fees already paid, less a 25% administration fee, will be refunded to the Stallholder.
- c) If a Stallholder fails to attend at the Event, the Stallholder will forfeit any fees paid.
- d) If the Event is unable to proceed due to unforeseen circumstances, FMB will make all reasonable efforts to postpone the Event to a future date. Payments will be transferred to a new Event date.

5. WEATHER

- a) The Event operates in open air conditions, and therefore varying weather conditions. Stallholders must be prepared for adverse weather; wind gusts are experienced from time to time.
- b) FMB will not be held responsible for any loss, damage, injury whatsoever resulting from adverse weather conditions.
- c) If the Event is to be cancelled due to extreme weather conditions, all Stallholders will be contacted, and announcements will be made using social media platforms.

d) FMB bears no responsibility for the success (financial or otherwise) of the Stallholder at the Event. No refunds will be provided due to poor sales because of adverse weather or poor public attendance at the Event.

INSURANCE & INDEMNITY

- e) Public Liability insurance cover to the amount of at least \$20 million is compulsory for ALL Stallholders. A copy of a current Certificate of Currency must be included with your application and be valid for the type of business being conducted at the Event.
- f) The Stallholder indemnifies JME and Farmers Market Bundaberg against:
 - (i) any claim by any person (including corporations) in respect of personal injury, disease, death or illness;
 - (ii) Any loss arising from the Stallholder's breach of these terms and conditions; Any claim in respect of loss to property; and
 - (iii) Any loss arising from the Stallholder's negligence or its employee's negligence.

6. APPROVED PRODUCTS

- a) A Stallholder may only sell products that have been approved by FMB and as listed on the Stallholders application.
- b) Consent from FMB must be obtained by the Stallholder in order to sell additional products than those listed in the application.
- c) Stallholders may be asked to provide photographs of their intended product.
- d) It is the Stallholder's responsibility to ensure that any product for sale conforms to any safety and compliance standards relevant to that product.

7. PRESENTATION

- a) All products and stall presentation must be of a high standard. Presentation is key to delivering a truly unique and high-quality Event.
- b) Product information and pricing should be clearly printed out and Stallholders should be on hand to assist customers.
- c) FMB reserves the right to manage each stall's display, signage, quality, general trading to maintain the standards expected of the Event.
 - d) FMB reserves the right to request a Stallholder to leave the Event for failing to meet presentation standards.
 - e) The stall must not be dismantled before the scheduled end of the Event. If a Stallholder sells out of its product before the end of the Event, a "Sorry, Sold Out!" sign must be displayed until that time.

8. PROHIBITIONS

- a) Raffles and donation bins are not permitted, either on site or in the Event area.
- b) The dissemination of political or religious material or ideas is not permitted in the Event area.
- c) FMB reserves the right to enter upon the site of any Stallholder at any time and

request that any article, sign, picture or printed matter which, in their opinion, is not eligible for display or considered offensive (e.g., cap guns/crackers, illegal products etc), be removed.

d) Use of amplifiers or loudspeakers (or any other audio device) by Stallholders is prohibited except with prior written consent from FMB.

e) Stallholders are not permitted to employ, contract or program any performer or performance without prior permission from FMB.

f) No pets or livestock will be permitted at the Event.

9. WASTE AND RUBBISH

a) Stallholders are required to remove their own rubbish and waste from their immediate stall area.

b) Waste bins provided at the Event are for general public use only.

c) Stalls that operate paved or roadside areas must implement adequate protection from potential staining by e.g., oils, food items, crumbs, toppings etc.

d) Stallholders that have a product that may stain paving or the roadside are required to have flooring down to prevent this. Best practice is to use a small tarp with rubber matting over tarp within the site.

e) Contaminated wastewater must be taken offsite in containers. If water is clean, it may be disposed of onsite, into water grates only if available. There must be no foreign matter in the water prior to disposal onsite.

f) Waste oil from deep fryers and any other appliances is to be taken offsite and removed by the Stallholder. It is NOT to be left in the bins at the Event.

g) Gas canisters must not be disposed of onsite, in any bins, including site industrial bins. If found in any bins by JME, the costs for removal will be passed on to all Stallholders at the Event.

h) Stall Holders are responsible for leaving their site and surrounding area clean, tidy, and undamaged. Failure to do so, may result in cleaning fees being charged.

10. BAN OF HELIUM BALLOONS, PLASTIC STRAWS & OTHER MANUFACTURED PRODUCTS

a) Council's Local Law No. 3 - Community and Environmental Management prohibits the release of helium balloons. As the gateway to the Southern Great Barrier Reef, FMB is committed to protecting the environment and particularly our world-renowned local Mon Repos Turtle Rookery.

b) In an effort to minimise environmental effects which could impact our local marine life and in order to set a positive example for the community, helium balloons, plastic straws, confetti, glitter, streamers and other manufactured products will not be permitted at Events.

11. MARQUEE, MARKET UMBRELLA & SIGNAGE WEIGHTS

a) Temporary structures are recognised as marquee/tent/gazebo, a frame signage and general signage brought on to site for the purpose of Farmers Market Bundaberg

b) All must be weighted and or tethered so they are secured from wind and weather

not allowing them to become projectiles. Marquees weights are to be tied to the legs NOT the canopy! Minimum weight 15 Kgs

- c) Umbrellas are not permitted for use and must not be brought on site for the Event.
- d) Any weights attached to signage or marquee/tent/gazebo MUST have a weight attached directly to the structure in a way not allowing separation.
- e) ALL marquees/gazebos/tents must comply with Australian Standard AS 1170 - Part 1 and AS 1170 Part 2.
- f) If Stallholders do not have weights, they will not be permitted to trade at the Event for safety precautions.
- g) All vehicles and trailers permitted to remain on site must have hardboard mats i.e.; Maxtrax / Treds to under each wheel this is to prevent the vehicle leaving indentations in the grass areas after wet weather or ground maintenance watering



12. ELECTRICITY SUPPLY AND REQUIREMENTS

- a) All electrical equipment at FMB run Events must conform to the relevant sections of the Electrical Safety Regulation 2013.
- b) Access to power is by approval only and requirements for power must be listed in the application.
- c) Stallholders are required to provide their own power lead/s for connection (if required) to power.
- d) Every piece of equipment the Stallholder intends to use MUST be listed in the application and the following information is mandatory:
 - Test and Tag: All equipment must also have a current electrical tag. The information must be up to date and includes the following: Tag Number, Test Date, and Test Due Date. See example to the right;
 - Watts/Amps: On every piece of equipment a compliance plate will be visible, on this plate information about the wattage or amperage will be found e.g.: 50Hz 700w. Every appliance will have a compliance tag.
 - e) Equipment and cords should also be regularly checked to ensure they remain in serviceable condition.
- f) Stallholders with higher power needs e.g., cooking/refrigeration appliances should

connect using a suitable 'earth leakage protection device'.

- g) Stallholders should seek advice from a qualified electrical contractor in regard to the amperage draw of your equipment and seek professional advice prior to entering the Event.
- h) Double adaptors are not permitted for commercial usage under any circumstance.
 - i) Stallholders found with non-complying or unsafe appliances or cords, will have power withdrawn immediately, without notice. Non-compliance may invalidate your insurance and cause risk of serious harm to the public, your employees and yourself.
 - j) It is essential that electrical cables do not present a trip-hazard to the public. All electrical cables that cross pathways or lawn areas must be either covered by cable covers, safely secured or alternatively flown a minimum of 2.4 metres above the ground. No cables are to be attached to trees and/or other structures that do not form part of your site without prior approval. Excess cords must be coiled safely within the stall and not accessible to the public.
 - k) Exposed cords running between stalls must be either covered with mats or taped with waterproof tape - please bring these with you.
 - l) Under the Fire Safety Regulations 2008, where a stall uses a gas or electrical appliances to cook or heat food, it is required to have a fire extinguisher for that class of fire and where a stall uses oils or fats; it is required to have a fire blanket. The extinguishers and fire blankets must have an inspection tag attached showing the last test (every six months) and a sign showing the location of the equipment within the site.
 - m) Fire or damages caused by untagged equipment being used will result in the Stallholder being invoiced for repairs and costs associated with the said fires or damage.

13. GAS USAGE

- a) All Stallholders using gas appliances are to ensure that they comply with relevant Australian Standards and non-portable gas appliances must be installed by a licensed gas fitter. Please visit www.publications.qld.gov.au/dataset/lpg-safety-checklist-for-outdoor-events to ensure you are compliant.
- b) All Stallholders are required to ensure that their gas appliances have been approved and display a certification badge. The test date is required to be not more than 10 years prior on LP Gas cylinders.

14. GENERATORS

- a) Personal generators are not permitted - all power required for the site is to be supplied by JME except with prior written consent from FMB.
- b) No Flammables are to be bought onto the site

15. FOOD STALLS

- a) All food Stallholders must, as determined by Council's Environmental Health Services Department, either hold an appropriate Food Licence and/or a Temporary Food Permit. Please contact your local Council if you require information about obtaining a
- b) All conditions set within these Licences/Permits must be complied with.
- c) A copy must be provided with the application and displayed at the Event.
- d) Food Stallholder details will be provided to Environmental Health Services Department to ensure compliance.
- e) Approval from FMB will need to be given before you change or add to your food stall or product range.

16. SAFETY, FIRST AID, INCIDENTS, ACCIDENTS

- a) Correct health and safety procedures must be adhered to at all times. The public must not have access to the stall at any time.
- b) If you or anyone around you is in need of first-aid, please contact a FMB Team member immediately. JME has a first-aid trained Team Member who will be willing to help. All incidents must be reported to JME.

17. SMOKING

- a) Smoking at the Events will not be permitted.

18. MEDIA, MARKETING & SOCIAL MEDIA POLICY

- a) Various media outlets will frequent the Event and once granted permission to be onsite will have the ability to take images of the market in its operating conditions.
- b) Stallholders must not publicly disparage, denigrate, or criticise JME, FMB or the Event or use any form of publicity (including social media) to disparage, denigrate or criticise JME, FMB or the Event and may result in termination from the Event.
- c) Stallholders are requested to present positive messages about the Event and their experiences from the Event on social media platforms.

19. SITE ALLOCATION

- a) All sites are allocated with business field and stall design in mind. FMB will endeavour to ensure that you are allocated a site in an area that has little to no direct competition to ensure you are getting the best opportunity to showcase your business. As a result, your first preference for site allocation may be denied.
- b) Payment of fees does not create any permanent booking or ownership in the allocated site. FMB does not enter into any agreements with Stallholders to secure the location, placement and regularity of sites.

20. TRANSFER OF APPLICATION

- a) A Stallholder cannot transfer their approved application to another entity without

FMB's consent, for example sale of the business.

b) FMB reserves the right to request that the new entity re-apply and may approve or refuse the application of the new entity.

21. STALLHOLDER OBLIGATIONS AND BEHAVIOUR

a) All Stallholders must:

- Comply with FMB's relevant policies, codes of conduct, rules, standards and procedures.
- Comply with all directions of and cooperate with FMB and its Team Members in relation to the Event.
- Interact with the public and fellow Stallholders in a courteous manner.
- Work safely and ensure the safety of others.
- Refrain from any form of harassment, intimidation, or unwanted physical contact of others.
- Refrain from rude, violent, aggressive, uncooperative, or belligerent behaviour toward others; and
- Refrain from any profanity or vulgarity towards any other person, either by actions or in any language.

b) FMB wishes to foster a culture of support and cooperation between all involved with the Event. As such, Stallholders must not attempt to work out their grievances between themselves instead should raise any issues of complaint with JME and/or a FMB Team Member, through the process outlined below in "Reporting Grievances"

c) Unreasonable and negative behavior including bullying, threatening and abuse, directed at an individual or group resulting in the individual feeling unsafe, offended, humiliated, intimidated, abused or at risk is not in keeping with the ethos of Event and will not be tolerated.

d) Single incidents of unreasonable behavior can also create a risk to health and safety. They can include any of the following:

- a. Bullying of any nature;
- b. Verbal or physical abuse;
- c. Sexism and sexual harassment - unwanted or uninvited sexual behavior;
- d. Racism and racist behavior
- e. Offensive, insulting or derogatory language including shouting or yelling;
- f. Acting in a discriminatory manner;
- g. Offensive, insulting or inappropriate communications (including emails, social media, correspondence etc.);
- h. Unwarranted, unjustified or unsubstantiated criticism or comments;
- i. Intimidating behavior;

- j. Victimisation;
- k. Stealing of intellectual properties and copyright infringements.
 - e) Failure to meet the above obligations will be treated seriously, investigated by the JME and will be reported to relevant authorities, if appropriate. Any failure to meet the obligations may also result in termination from the Event.

22. JME & FMB RIGHTS

- a) FMB has the right to withhold or cancel an approval to a Stallholder to trade at the Event and to remove or have removed from the Event, a Stallholder who has failed to meet its obligations under these Terms and Conditions. This is including but not limited to, where a Stallholder:
 - a. Fails to pay their Site fees in the required time;
 - b. Fails to comply with its obligation relating to vehicle and traffic control;
 - c. Fails to abide by the Event's set up or pack up conditions;
 - d. Fails to abide by the Event's trading hours;
 - e. Commits a criminal act at the market;
- b) Behaves in a manner that JME considers is inappropriate or may bring the Event or FMB into disrepute.
- c) FMB has the right to undertake any of the following actions without notice:
 - a. Re-locate a Stallholder to another site within the Event;
 - b. Require the Stallholder to remove from sale any good or service offered by the Stallholder which are not approved products;
 - c. Request that the Stallholder undertake any reasonable measure which in the opinion of FMB will improve the safety or appearance of the stall.

23. REPORTING GREIVANCES

- a) If you experience or witness negative behavior, please report it immediately to the JME, FMB or one of JME's or FMB's Team Members and follow up in writing at hello@farmersmarketbundaberg.com.au.
- b) All reports must clearly describe the complaint or grievance in as much detail as possible.
- c) Please refrain from using ill-chosen or derogatory language to describe fellow Stallholders JME or FMB.
- d) Verbal complaints or discussion of potential breaches of these Terms and Conditions will not be entered into on site at the Event.
- e) Complaints not made in good faith may not be accepted.

24. DISPUTES PROCEDURE

- a) If a dispute arises between Stallholders or between Stallholders and FMB, it is expected that all parties will act in good faith to resolve it as soon as possible.
- b) If a complaint is made about a Stallholder, FMB will provide the Stallholder with written notice detailing the claim. The Stallholder will be given an opportunity to respond in writing.