

SURFERS PARADISE BEACHFRONT MARKETS

TERMS AND CONDITIONS

By applying and making a booking at the Surfers Paradise Beachfront Markets (SPBM) or renewing previous or current attendance, the stallholder acknowledges that they have read, understood and agree to comply with the Terms and Conditions and the requirements outlined in the SPBM - Goodwill Projects (GWP) Vendor Handbook.

CONTACT DETAILS

Phone: 0403 696 432

Mail: info@surfersparadisemarkets.com.au

Website: www.surfersparadisemarkets.com.au

TRADING DAYS AND HOURS

Wednesday, Friday & Saturday

4pm – 9pm – unless otherwise advised

LOCATION

The Foreshore, Surfers Paradise, Queensland

APPLICATION & AGREEMENT

All applications must be made through our website.

Vendors are required to submit a complete list of all products they wish to sell at SPBM.

If accepted, a vendor will be sent an invitation to trade at SPBM.

Vendors who breach any of the Terms and Conditions can be removed from the Market. SPBM reserves the right to rescind any invitation, refuse entry, remove attendance or discontinue trade at the markets with our discretion.

Vendors must ensure that any **individual working, assisting or associated** with their stall are aware of and abide by the Terms & Conditions and the Vendor Handbook. Any non-compliance by any of these individuals is the **responsibility of the Vendor**.

PERMITS & LICENCES

- **It is the Stallholders responsibility to comply with any relevant local, state and federal Laws pertaining to their products, services & trade.**
- Any goods or services requiring local, state or federal permits/approvals are to be provided to SPBM before trading.
- Stallholders are responsible to inform & supply evidence to SPBM of renewals.
- Stallholders must ensure that their appropriate documentation is current and available for viewing onsite at all times.
- SPBM will not take any responsibility for stall holders that are not working within the specific conditions on their licence.

INSURANCE

- A stallholder must have current Product & Public Liability Insurance in the amount of **\$20,000,000**.
- The stallholder must provide SPBM a copy of the policy and a Certificate of Currency before trading, including policy renewals.
- The policy must be in the same name/s or business name as on the License.
- If a Stallholder's policy is cancelled, SPBM must be notified immediately.
- SPBM is not responsible for any loss or damage incurred by market vendors.

FEES

All payments must be **paid in full by the invoiced due date** or trade will not be granted.

All payments are to be made via direct deposit or SPBM's online payment portal.

Stall fees are reviewed annually.

Discounted rates are provided for vendors who attend with us regularly. The more you attend, the more you save!

Prices are based on a 3mx3m. Prices are indicative only and additional fees may apply. **For larger sites please contact management.**

- Book a minimum of ten (10) markets per calendar month - **\$84** per booking (paid in two installments)
- Book a minimum of six (6) markets per calendar month - **\$97** per booking (paid in two installments)
- Book casually - **\$178** per booking (paid individually)

All corner site requests will incur an additional **\$17** fee. Subject to availability and Market Managers discretion.

REFUNDS AND CREDITS

Please be aware that we **do not offer refunds** for stall cancellations.

Once a vendor is approved for market days they are obligated to attend and pay for all scheduled market days. Exceptions may be made on a case by case basis.

Attendance tracking begins with the first scheduled market day.

- Cancellations made before the **Sunday of the week prior** to a booking will result in a **credit** applied to your account.
- Cancellations made **the week of** the booking will **forfeit** stall payment. Exceptions may be made on a case by case basis for extenuating circumstances.
- If a stallholder decides to trade within the **week of the booking date** they can advise management up until 10am on the day of trade. Permanent stallholders will not be issued their regular stall location and will be placed in the next available position.
- Traders that **cancel a permanent booking** and **rebook after the Sunday prior to your trading week** will incur a **\$25 rebooking fee**.

SPBM reserves the right to change the cancellation policy when required.

TRADING HOURS

The current trading hours unless otherwise advised by SPBM, are every **Wednesday, Friday, and Saturday from 4pm – 9pm.**

- SPBM reserves the right to alter the trading hours of the market with written notice to stallholders at least one day prior to implementation.
- All Stallholders must be ready to commence trade in time for the start of the nominated Trading Hours unless prior arrangements have been made with SPBM.
- Stallholders are not permitted to make any sales before the advertised start time.
- Stallholders must not commence any pack down or bump out activity before the advertised closing time.
- Pack down must promptly commence at the advertised closing time.
- In the event of inclement weather or safety requirements, Markets staff may require Stallholders to pack up their stalls prior to the close of trade.

RUBBISH, DAMAGE & SPILLS

- Rubbish is each stallholder's responsibility.
- Stallholders are **NOT** to use city bins at any time regarding market trading waste or rubbish. All rubbish generated by vendors must be removed at the end of trade for off-site disposal.
- Leaving rubbish at the markets will incur a cleaning fee of \$50 minimum. Higher fees will apply if significant cleaning/rubbish removal is required.
- Any damage found to equipment, landscaping, lighting, lessor's (property owners) and/or market owner's property will be charged to the individual responsible.
- All stallholders will be subjected to an additional on forwarded cost if a contractor or third party cleaner needs to be arranged due to any waste or spills are left on site.
- If Stallholders cause any damage to the Gold Coast precinct grounds in any way, and additional charge will be also forwarded to the Stallholder.

MARKET CANCELLATION & INCLEMENT WEATHER

SPBM trades in all weather conditions. By applying for a position at SPBM, you acknowledge that we operate rain or shine unless it is deemed unsafe to proceed.

- A Market may be cancelled at any time by Markets staff where it is deemed unsafe to trade.
- If the Market is cancelled, SPBM will notify all Stallholders by SMS or email.
- The Market may operate in varying weather conditions. Stallholders must be prepared to trade in outdoor weather conditions including winds of up to 51km/h.
- It is the responsibility of the Stallholder to have a wet weather contingency plan and to bring the necessary equipment and covers to protect their products and equipment in adverse weather conditions. SPBM will not be held responsible for any loss, damage or injury resulting from adverse weather conditions or any decisions in relation to the continuation of trade during adverse weather conditions.
- SPBM reserves the right, in its absolute discretion, to cancel a Market. If a Market is cancelled when trading is less than 1.5 hours, a credit will apply to those Stallholders trading on the night. This credit does not apply to Stallholders that have already cancelled their booking or who do not show up for a Market.
- It is the responsibility of Stallholders to provide SPBM with current contact information so that Stallholders receive regular weather and Market operation updates. Amendments to this contact information are to be made via the stallholder portal or by emailing info@surfersparadisemarkets.com.au
- Each registered stall receives one listing on the SPBM SMS alert system. If you have **staff it is imperative** that all information is **passed on in a timely manner**.

Please refer to the Vendor Handbook for further details on procedures applying to inclement weather, status alerts and extreme weather events.

BUMP-IN & BUMP-OUT

- Bump in time starts 2.5 hours prior to market commencement. Stallholders must not shuttle their stock or equipment on the foreshore prior to the designated bump in time unless otherwise advised in writing by SPBM.
- No vehicles are allowed on site.
- Stallholders are required to trolley their set-up and products to their location.
- Designated parking bays will be sectioned off for loading/unloading goods **2.5 hours prior** to Markets opening time and **1 hour post** the scheduled Markets closing time.
- Stallholders are permitted to use the bays for a **maximum of 15 minutes** to load and unload their goods and equipment.
- Stallholders will be issued a Parking Pass valid. The pass must always be in the windscreen & visible when occupying the bays. SPBM/GWP accepts no responsibility for Stallholders who receive parking fines whilst parking in loading bays, without displaying their Parking Pass.
- Vehicles must not be left unattended in the designated parking bays for any reason. **After unloading, Stallholders must remove their vehicle from the bump-in zone** and park at an alternative appropriate location **before** returning to the bump-in area to collect their equipment.
- The Stallholder is prohibited from parking a vehicle within a one-block radius of the Markets, except when parking in a paid car parking complex. This includes City of Gold Coast allocated disabled parking at the Soul Building roundabout.
- Stallholders must comply with all traffic rules and regulations.
- Disabled parking bays and designated loading bays are not to be utilised by Stallholders at any time during vehicle unloading/loading, and during the trading hours of the Market. This includes commercial loading zones.
- Stallholders must have all their equipment packed and ready for loading **before** bringing their vehicle to the bump-out zone.
- The carpark bump-out area will be staffed only until 1 hour after the advertised closing time and all stalls must have vacated the foreshore by this time.

A service for hire is available to assist stallholders with storage and/or set up & pack down at each market. Inquire with our team at any time.

STALL ASSIGNMENTS

- The standard dimension of an individual stall site is 3m x 3m. Stallholders can apply for multiple stall sites with additional fees payable.
- Stallholders shall not occupy any stall site or area in the Market, unless such stall site has been allocated to them by Markets staff.
- The Stallholder acknowledges that to operate the Market effectively it is the absolute discretion of SPBM to determine the position of each stall site. This may change on each Market or during the trading hours of the Market.
- The Stallholder acknowledges that SPBM's consent to the Stallholder to occupy a stall site does not convey any ongoing right to any particular location for a stall site.
- Stallholders shall not interfere with public pedestrian access or access to and from the Market.
- Trading Activity must be confined within the boundaries of the stall site. No items shall protrude into the footways or public areas, including signage, trollies and storage tubs.
- All signage used in the stall must be clear, visible, in English and professionally presented (ie: not handwritten on cardboard). Additional languages may be utilised when deemed appropriate and authorised by SPBM.
- Vendors who sell or sample a product that produces trash must have a trash receptacle accessible to customers.
- GWP encourages sampling practices that minimise and eliminate waste whenever possible. Examples of this include sampling on an edible “vehicle” (using pretzel sticks to sample cheese).
- In the State of Queensland from 1 July 2018, retailers are no longer able to supply single-use lightweight plastic shopping bags less than 35 microns in thickness to customers, for free or at a charge. This includes compostable, degradable and biodegradable bags as they break down in the environment in the same way as conventional plastic shopping bags and can still harm the environment and wildlife.
- SPBM reserve the right to change the location of the market at any time.
- Approval for attendance at SPBM is not transferable. Vendors may not sublet or loan a stall to others.
- If a stallholder's business is on-sold, a new application must be submitted. SPBM does not guarantee acceptance or stall position.

EQUIPMENT

SPBM does not supply any equipment.

- Stallholders are required to bring or hire all necessary equipment including marquees, weights, tables, chairs and any additional equipment required to trade on the day.
- SPBM requires a minimum of **30kg steel interlocking weights** on **EVERY** leg of **EVERY** marquee, totalling 120Kg. Plastic weights, sandbags and/or tent pegs are **NOT permitted**.
- 'H' or non interlocking steel weights may be used if they are securely fastened to your marquee.
- Marquee's must have a roof support and have a minimum **32mm frame**.
- Stallholders **must** have a carpet/rubber tiles larger than their weights to place under their weights to prevent damage to the foreshore.
- Please ensure your marquee/stall presentation is clean, in perfect condition and most presentable.
- Stallholders are responsible for ensuring that stall set-up, equipment, back-stock and all products do not pose safety hazards to anyone on premises. This includes the general public, other vendors, market staff etc.
- Please note regular, random spot checks (Audits) will be carried out to ensure compliance with these requirements.
- Stalls and all associated equipment and stock must be kept in a **clean, tidy, attractive and functional** state.
- Ropes and ballast used for Marquees, Tables, Umbrellas and other structures are not damaged or perished. All guy ropes and tie downs should be inspected during the Market to ensure that they are still securely attached.
- Public access ways must always be kept clear, and Stallholders must cooperate with Markets staff to ensure the required corridor is maintained along the pedestrian walkway.
- Trolleys & cages must be positioned in a discreet area during the markets. There are to be no trolleys or equipment behind marquees roadside.
- SPBM takes no responsibility for personal injury to a Stallholder, its staff, or representatives for incorrect manual handling procedures.
- It is the stall holder's legal responsibility to provide and maintain safe plant and structures, considering the operating environment.
- All marquees must have detachable sides that can be added or removed easily during inclement weather upon request by Markets staff.
- Where non-standard structure are proposed and don't have wind ratings available, these will need to be approved by markets management.

POWER, GENERATORS & GAS

- Stallholders must provide all electrical equipment needed to operate their Market Stall. This equipment must comply with all relevant laws and standards.
- All cords, electrical equipment, power leads and power boards **must be tested and tagged** by registered electrician. Any untested, damaged, or untagged electrical equipment will not be permitted to be used at the market.
- All leads running outside of the stall must be covered with appropriate lead covers, to minimise the risk of trip hazards and damage to lead if within any pedestrian access area, and be approved by the market manager prior.
- All sites that need power must be powered by means of a portable power pack such as 'battery' and electronically isolated power inverter.
- All batteries, power boards and any connectors are required to be in a contained weather resistant box.
- Double adaptors and piggyback plugs are not allowed at the Markets. Stallholders must use power boards fitted with a safety switch.
- Frayed or damaged electrical equipment is not permitted to be used in the Markets and will be removed during stall inspections.
- **Generators** are not recommended and **require approval** by SPBM. Approved stalls must only operate equipment with an operating noise level below 60dB
- Generators must have an RCD switch.
- Generators will **not** be approved for lighting.
- **Petrol containers are not permitted at SPBM.** All generators must be fully fuelled before arriving on site so that no petrol is required to be on site during market operations.
- All equipment used for power must be contained within the confinement of the stall. Due to health and safety considerations, generators are exempt from confinement only with consideration of the stall site allowing the safe locale of the generator as designated by SPBM, such as away from gardens and pedestrian traffic flow
- City power must not be used at any time for any reason.
- All vendors using gas appliances must supply a current Gas System Compliance Certificate
- Gas Cylinders must not be used if out of date.
- All gas cylinders are to be restrained and protected to prevent tampering and accidental dislodgement. They must be stored securely in a milk crate or similar to prevent them from toppling over.
- Stallholders take responsibility to determine the appropriate equipment to provide power for their Market stall. SPBM takes no responsibility for the failure of the Stallholder's equipment or the cost of maintaining, purchasing or replacing the equipment.
- If operating cooking equipment, stallholders must provide their own emergency equipment such as fire blankets and fire extinguishers.

PRODUCTS AND PRODUCT RATIOS

Stallholders are required to submit a **complete** list of all products they wish to sell at the time of application. Samples of products submitted must appear as they would be sold at the market. This includes labels and packaging.

- A stallholder **must only sell products that have been approved** by SPBM. No exceptions.
- No stallholder has exclusive rights to any product, product line, service or entertainment offering.
- We are considerate of product ratios. It is at SPBM's discretion as to how many stalls can sell the same or similar products.
- Modifications to an existing product or the introduction of a new product **must** be approved by SPBM in writing before they are put on sale. This can be done by a written request to the SPBM, including submitting photographs of all products.
- It is the responsibility of the stallholder to obtain all relevant permits and comply with all relevant laws and standards required to sell their goods and services. For more information, contact the Office of Fair Trading, Queensland.
- Product Overlap - Vendors whose products or practices place them in more than one category are subject to all requirements for all relevant product categories.
- Introduction second-hand items, illegal, counterfeit, hazardous, indecent or obscene products, including wording, symbols or pictures are prohibited
- Food vendors must always prepare and trade food products in accordance with Market, State and Local Laws. Please ensure you have submitted a copy of your current, applicable permits to SPBM as well as having them available on market day for viewing or inspections
- The following specific information must be included on packaged, processed foods: product name, net weight, ingredients in descending order by weight, name and address of the producer or distributor plus any additional requirements set by government legislation.
- Live animal stallholders must always comply with the appropriate Regulations and provide SPBM with a copy of any required Licences & approvals before taking up occupation of the stall and provide SPBM with any subsequent renewals of same.
- It is prohibited to engage in any misleading or deceptive conduct regarding claims made about a product or in sales techniques. This includes accurate weights & measures.
- Stallholders must have a Refund Policy on display at all times during Trading hours. It is recommended that Stallholders comply with Queensland law with respect to Refund Policy signage. Please refer to the Office of Fair Trading website - <http://www.fairtrading.qld.gov.au/business-refund-policy.htm>

STALLHOLDER CODE OF CONDUCT

SPBM takes pride in being a **friendly environment**. All stallholders are requested to **uphold those expectations**. SPBM has **zero** tolerance to misappropriate, rude, or intimidating behaviour in the form of spoken, physical or deemed similar actions. SPBM reserves the right to evict any stallholder from the market for any reason, before, during, or after the market. This includes the refusal as well as the cancellation of an advance booking or booking schedule. Any future bookings (i.e. not on the same day) will be refunded if bookings are cancelled.

- **Stallholders and any individual working, assisting or associated with a stall** must always respond respectfully, co-operatively and in a timely manner to any request or direction given by Management.
- Stallholders shall be courteous and conscious of those around you.
- Stallholders shall observe all safety procedures, and follow all directions upon arrival, during and following each market.
- Stallholders shall uphold the highest customer service standards at all times.
- Stallholders shall behave in a professional manner and always be of neat and tidy appearance. Appropriate attire is always required, including covered footwear.
- Stallholders shall not tout (without permission) or aggressively solicit sales.
- Stallholders shall not engage in any misleading or deceptive sales techniques.
- Stallholders shall not use inappropriate or offensive language.
- Stallholders shall **not smoke or vape within the markets area**.
- Stallholders shall not occupy or operate a Stall under the influence of alcohol or illegal drugs.
- Stallholders shall not show or use inappropriate materials or products.
- Stallholders shall not conduct themselves in a violent, abusive, or offensive manner or use violent, abusive or offensive behaviour; or harass Market staff, other Stallholders or the public. Behaviour that interferes or may interfere with the enjoyment and safety of other persons or damages any property where the Markets are held is strictly prohibited. SPBM reserves the right to liaise with the relevant authorities to have a person removed. Please notify our team members of any incident or concern with regards to yours or another's safety or conduct immediately.

HANDS OFF POLICY

All staff and stallholders are committed to a **‘hands off’ policy** in all circumstances, including:

- Managing unruly and anti-social behaviours
- Theft identification
- Retaliation to verbal or physical provocation
- Reactions to threats or abuse
- Managing workplace, interpersonal and visitor relationships

If anyone’s personal safety is at immediate risk, all staff and stallholders have an obligation to call the police. In an emergency, dial ‘000’. Please contact our team member for the local Police phone number.

In the case of theft, non-violent anti-social or nuisance behaviours, or any other non-urgent matter, call the Markets onsite phone number which is included on the markets’ website and the staff will follow internal procedures to assist. This might include contacting the surveillance camera room, local police, available security or other suitable actions available, dependent on the situation.

If anyone’s personal safety is in immediate danger for any reason, including violence or by accident, dial ‘000’ before reporting to markets staff.

If stallholder’s witness any matters that should involve the police, they are obligated to report their account to markets staff and / or police, dependent on the severity of the incident witnessed.

PROMOTION, MARKET IMAGE & SOCIAL MEDIA

- SPBM may engage the services of professional photographers to gain imagery for purposes of promoting and marketing the SPBM. Ad hoc images may also be taken and used for the purposes of promotion on social media by SPBM staff.
- By agreeing to these Terms & Conditions your consent for use of imagery including your stall and products is implied unless otherwise stated in writing to, and acknowledged by, SPBM.
- Stallholders shall not comment adversely on, or with respect to, the Markets, City of Gold Coast, Surfers Paradise traders and businesses, and other market stallholders, on the Internet, social media, news media or on a public occasion.
- Stallholders shall do all things reasonably necessary to promote the best interests, image and welfare of the Markets.
- Surfers Paradise Beachfront Markets conduct a variety of marketing activities to promote the market and its special events. By joining us you must be willing to send us high quality photos of your stall and products as required, and we may take photos of yourself and your stall to use for social media and press promotions. You must also be open to making donations of your products and / or services to major promotional activities such as Press Packs or Competitions. All donations will be discussed with the Market Manager and certain quantity may be requested by our team. In return, your business will be at the forefront of the relevant marketing campaign, getting your brand and products in front of journalists, influencers, a large online audience, or other various press and media related audiences."

INDEMNITY

You are liable for and indemnify us and our directors and officers from and against any claim or action (whether in contract, tort, statute or otherwise, including for negligence), liability, loss, damage, costs (including but not limited to, legal costs on a full indemnity basis), charges and expenses arising from or in connection with your occupancy of the Stall, including, without limitation, loss of or damage to property, or personal injury or death of any person.

This indemnity is independent from your other obligations under these Terms and Conditions and will continue while you are a Stallholder and after you have ceased to be a Stallholder. We may enforce this indemnity before incurring expense.

EXCLUSION OF LIABILITY

To the maximum extent permitted by law, we exclude and are released from any liability to you and your employees, agents, contractors and invitees, whether in contract, tort, statute or any other way, for any personal or financial injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by you, your employees, agents, contractors, invitees and/or any other person, or for any costs, charges or expenses incurred by you, arising from or in connection with your occupancy of the Stall, unless caused by (and only to the extent of) our wilful misconduct, negligence or breach of a statutory duty or warranty. This indemnity is independent from your other obligations under these Terms and Conditions and will continue while you are a Stallholder and after you have ceased to be a Stallholder. We may enforce this indemnity before incurring expense.

By submitting an application for a Stall at any of Goodwill Projects' markets or renewing a current Stall, the Stallholder acknowledges that they have read and understood and agree to comply with this exclusion of liability and indemnity.

In this document, "we", "us" and "our" means Goodwill Projects Pty Ltd ACN 133 432 078. "You" means the stallholder and any of your employees, agents, contractors and invitees