

CULBURRA BEACH FESTIVAL STALLHOLDER TERMS AND CONDITIONS

These are the Terms & Conditions of business for all stallholders who attend any market/event operated by the Love Culburra Beach Festival Incorporation.

All stallholders must apply and be approved for each event and authorised by the Markets Subcommittee prior. Written authorisation will be given from the Markets Manager for a specific Market and may include specific conditions or restrictions regarding the Stallholder's attendance. Upon applying and the payment of any fee, or commencement of trading, Stallholders and any employees of the Stallholder agree to the below Terms & Conditions and also any additional Stallholder information (included on the Website & Stallholder Newsletters) specific to each particular Festival. Stallholders also agree that LCBF Inc may withdraw, change or replace these Terms & Conditions at any time and will post a notice of change to the Terms & Conditions on the website.

Definitions:

Application: means any electronic or written correspondence that has been submitted by a Stallholder when applying for approval to trade at the Festival.

Approved Products: means Products/Items and Services that the Markets Manager has approved the Stallholder to sell and offer for sale at the Festival. Products/Items and Services must be described in the Application otherwise approval may not be given. The Markets Manager reserves the right to only approve a limited selection of the products/items and services as provided in the Application or revoke approval of Products/Items and Services that are permitted to be sold at the Market at any time. Approval for additional products/items and services will need to be requested in writing by Stallholder prior to bringing Products/Items or Services to the market.

Designated Stallholder Parking: means an area where the Stallholder is obligated to park their Vehicle for the duration of the Market. This includes the vehicles of Staff, Employees, Contractors, Agents, Contractors and Family members who are working at the Stall.

Gazebo: means any covered structure that is erected within the boundaries of the Stall and can include but not limited to Marquee, Tent, or Umbrella.

Festival: means any Market operated by Love Culburra Beach Festival Incorporation.

Markets Manager: means the person/s appointed by the organisation to manage the day-to-day trading of the Market.

Market Area: means a designated area for each Market that is decided by the Manager and defined by a perimeter that may include Stall Sites, Entertainment, Seating and Vehicles. This area may change depending on the location of the Market and the specific Market.

Stall Site: means an area within the Market that is designated by the Markets Manager to a Stallholder for the sole purpose of Trading. Single Sites are 3m x 3m and Double Sites are 3m x 6m.

Stallholder: means a person/s, legal entity, their employees, agents, contractors, consultants and family members that have been granted approval and authorisation by Love Culburra Beach Festival to use a Stall Site for the purpose of Trading at the Market.

Stall Fee: means the amount charged by the Markets Manager and payable by the Stallholder. The Stall Fees for each Market are on the Website.

Trading Hours: means the hours between which a market trades.

1. **TRADING HOURS:**

- a. Friday Evening: 1700 – 2200. Non-Powered Sites will be required to provide their own battery-operated lighting.
- b. Saturday Market: 0800 – 1800, vendors can stay later than 1800hrs, please specify this in your application. Non-Powered Sites will be required to provide their own battery-operated lighting.

2. **ARRIVAL:**

- a. Please also read Stallholder Newsletters for specific information regarding the Market you are attending.
- b. A bump in schedule will be emailed out to Stallholders two weeks from the event date. Stallholders must occupy their Stall Site and be ready to trade 15 mins before Market starts and continue trading until end of Market Trading Hours.
- c. If a Stallholder is going to be late, they must contact the Market Manager by phone or their site may be allocated to another Stallholder.
- d. Stallholder Vehicles may enter the Market Area via the designated entry point to unload directly to their Stall Site. Maximum time allowed is 20 min.
- e. Stallholders **MUST** unload all Equipment and remove Vehicle as quickly as possible from Market Area **before** setting up stall.
- f. All Vehicles associated with the Stall Site are to be parked in Designated Stallholder Parking for the specified Market. Maps are available that show the location of the Designated Stall Holder Parking.
- g. Vehicles may **NOT** enter the Market Area within 30 mins prior to the start of Market Trading Hours.
- h. Stall Holders will be required to carry all equipment to Stall Site from outside the Market Area if they arrive within 30 mins of Start of Trading Hours.
- i. All Vehicles **MUST** be out of the Market Area 30 mins prior to the start of Trading Hours.

3. **PACK UP:**

- a. Stallholders may only commence pack up at the end of Trading Hours or as directed by Markets Manager.
- b. Vehicles will not be granted access, for any reason, to the Market Area until 20 mins AFTER the end of the Trading Hours as specified on the **Bump Out Schedule**.
- c. Stall equipment must be completely packed down before Vehicle is brought into Market Area.
- d. Vehicles may enter the Market Area to pack up directly to your Stall Site. One (1) vehicle per Stall Space in the Market Area at a time.
- e. Stallholders must advise the Markets Manager in their application if they are staying later than the trading hours.
- f. No vehicle is to be brought into the Markets Area without the Markets Manager's authority.

4. **CONDITIONS/ REQUIREMENTS FOR STALLHOLDERS:**

- a. Stallholders contact details must be kept up to date with the Markets Manager and provide consent to be contacted by email and phone.
- b. Stallholders must have a current public liability insurance policy. No Stallholder will be allowed to trade at the Market without proof. Stallholders must supply, to the Markets Manger, a copy of their current Certificate of Currency for public liability insurance.
- c. Stallholders are not permitted to cease trading or leave the Market before the end of Trading Hours of the specified Market unless authorised by the Markets Manager.
- d. Stallholders must leave their Stall Site free of rubbish. It is the responsibility of the Stallholder to remove ALL waste from the Stall Site at the end of the day.
- e. All public walkways and aisles must be kept completely clear at all time
- f. Stallholders **must ensure that their Gazebo is secured to the ground by means of weights**. Gazebos must not be tied to tables or equipment. If wind is blowing continuously all responsibility for accident or damage caused to person/s or property by unsecured Gazebos or any other Stallholder equipment or possessions will be assumed by the Stallholder and not the responsibility of the Market Mangers, LCBF Inc or Local Council.
- g. Stallholders take responsibility for waste management by adopting sustainable packaging, waste and recycling practices.
- h. Stallholders are NOT permitted to smoke within the Market Area.
- i. Stallholders must wear appropriate footwear at all times.
- j. The Markets Manager reserves the right to refuse entry to the Market and/or terminate the Stallholder's participation at any time. Rude and/or aggressive behaviour will not be tolerated and can result in the immediate expulsion of that person and their Stall from Market.
- k. Food Stalls need to have a Food Safety Supervisor Certificate (where applicable) and follow all NSW Food Safety Requirements. ALL Food Stalls must have a current Shoalhaven City Council Food Stall Permit. Please see the local Council and NSW Food Authority Websites for more information or email us to obtain the forms.
- l. No Single-Use plastic are allowed. Where possible recyclable, biodegradable and environmentally friendly products and packaging are to be used.

5. **PARKING FOR STALLHOLDERS:**

- a. A **Designated Stallholder Parking** Area is provided on Market days and must be used by all Stallholder Vehicles (unless allowed by the Markets Manager to park behind the Stall).
- b. Maps of the Designated Stall Holder Parking Areas are provided with information pack two weeks prior to the event.

6. **STALL SIZE:**

- a. Single Site is 3m x 3m
- b. Double Site is 3m x 6m
- c. Powered sites are available upon application and will attract additional charges.

7. **EQUIPMENT:**

- a. Stall Holders must provide all of their own Equipment.
- b. The Market Manager provides the Site only. Stallholders must therefore bring everything they require for their Stall with them, including Gazebos, Tables, Tablecloths, Stall Signage etc. No refund of Stall Fee is applicable to Stallholders failing to bring any display, set-up Equipment or protection for their goods, even if the Stallholder is unable to set up.
- c. Electrical supply is not guaranteed by the Markets Manager but is available on approval. Access will be granted to a limited number of designated Stall Sites at the discretion of the Markets Manager.
- d. Electrical equipment must be tested to Australian Safety Standard. All electrical equipment must be tagged. No tag, no plug.
- e. Stallholders must provide their own extension leads to reach their Market Stall from the power supply. Extension cords must be tagged in accordance with Work Cover requirements. This length will vary from Stall to Stall.

8. **SITE ALLOCATION:**

- a. Payment in advance will guarantee a Stall at the event for the day that has been paid for (subject to arriving on time). Stall Sites are non-transferable.
- b. Stall Sites will be allocated prior to the Market day by the Markets Manager and his/her decision on this matter is final, even if a Stallholder has traded on a particular Stall Site at a previous Market.

9. Fees / Payments / Cancellation

- a. Stall fees for specified markets can be viewed on the Markets page of the website and are subject to change or variation at the Manager's discretion.
- b. Fees are charged per standard stall size as per specific Market.
- c. If payment for Stall Site is not received in the nominated bank account by the date specified on invoice, Stall Site will be forfeited by the Stallholder.
- d. If a Stallholder cancels their attendance within two weeks of the start of event the full Stall Fee invoice may be payable.
- e. If a Stallholder exceeds the standard Stall Size, they will incur a further full Stall Fee unless authorised by Markets Manager. All signs, stock and tent pegs must be kept within Stall Site boundaries.

10. REFUNDS:

- a. Our Markets are All-Weather Markets which means Bad Weather will not result in a refund of monies paid.
- b. Only in the event of hazardous weather or other extenuating circumstances will the Markets Manager declare the Market to be cancelled.
- c. Refunds requested by stallholders due to changing their mind/cancelling their attendance incurs a full Stall Fee.

11. **RIGHT OF REFUSAL:** If the Markets Manager feels that the Stall or Trader is no longer suitable for the Market, or their Display/Stall is deemed by the Markets Manager to be unfit for, or cause detriment to the Market appearance on a whole, then that Stallholder will be issued a written notification from the Markets Manager advising that they will not be offered a Stall Site in the future. Notification must include the reasons for the decision not to offer a position in the future.

12. CODE OF CONDUCT:

- a. All Stallholders must treat other Stallholders and Markets Manager/Event Staff with respect. Bullying or insulting behaviour including verbal and non-verbal aggression, abusive, threatening or derogatory language and physical abuse or intimidation is unacceptable.
- b. If the Markets Manager receives a written complaint, in regard to a breach of the Code of Conduct by a Stallholder, the Markets Manager will investigate the allegation and may refuse the offending Stallholder a Stall Site. The right of refusal must be advised to the Stallholder in writing.

13. COMPLAINTS:

- a. All complaints are to be directed in writing to markets@culburrabeachfestival.org.au
- b. Markets Manager will not be held liable for any claims made by Customers against Stallholders, regarding faulty, inedible or misrepresented products sold by Stallholders at the Market. All complaints made by Customers regarding any product, food, or service sold at any specific Market by any Stall will be referred back to the Stallholder to deal with. If satisfaction on the matter is not gained, then the matter will be referred to the ACCC and the Office of Fair Trading.

By signing this document, I acknowledge that I have read and understand the information provided these terms and conditions and agree to abide by the terms and conditions at all times.

Name (print) Signature Date