



PUFT Events Market's Terms and Conditions

January 2020

1.0 Applications

- 1.1 Approval of all applications is at the sole discretion of the PUFT Events team. All approvals will be based on the information given by the applicant on their application, meeting the approved:
 - Product criteria
 - Quality of the products
 - Product distribution
 - Product demand (market mix) and availability
- 1.2 Management reserves the right to reject applications and not enter any correspondence or otherwise explain the reasons for its decisions. All decisions made by Management are final. Stall rental and stall positions is totally at the discretion of Management and may be changed from time to time. **Stallholders do not hold any claim to permanent ownership of allocated sites and can be changed at any time, including on event day.**
- 1.3 Stalls cannot be transferred, sublet, franchised or sold to any other person, nor can they be shared without written approval.
- 1.4 Upon applying for a stall, stallholders agree that any images that they supply can be used to promote any event. Stallholders must only provide images that are they own or have copyright thereof.
- 1.5 **Stallholders must also agree that they will exercise good judgement and always be respectful, courteous and professional** to all PUFT Event and TCC management, fellow stallholders, customers and any others affiliated with the market, in person and on all platforms of social media. Any stallholder social media activity that brings the reputation of the market into disrepute may lead to disciplinary action or immediate termination from the market.
- 1.6 There are four types of applications which differ in our offering:
 - 1) Permanent stall – present every week which results in the same site each week. You May lose permanent status if you miss 6 weeks in a year and/or cancel less than 24 hours' notice on two or more occasions.
 - 2) Fortnight stall – present every week which results in the same site each week You may lose your site number if you miss two or more events in the year.
 - 3) Monthly stall – although we will try and keep you to the same site number, we cannot guarantee this.
 - 4) Casual stall – you will more than likely be in a different location each appearance.

2.0 Approved Products

- 2.1 All products offered for sale must be legally able to be sold by the registered stallholder.
- 2.2 Products that are clearly imported or purchased from a wholesaler may be accepted by Management. Any products deemed inappropriate, offensive, or discriminatory will not be approved

- 2.3 It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their product, particularly electrical items or items for children.
- 2.4 A stallholder may only offer for sale approved products which have been accepted by Management on the application form submitted by the stallholder.
- 2.5 To add new diverse products, a request in writing is required with photos. Products, outside of the approved items/product type cannot be added to stall unless written approval is given by Management.
- 2.6 All products and stall presentation must be of a high standard.

3.0 Fees & Insurance

- 3.1 Stall fees are outlined below as well as on the application procedure form. Payment can be made two ways with the cost differing between the two. Prices may be reviewed and amended from time to time, this will be communicated through email correspondence and updated Terms and conditions.

Online payment method through market stall

3m x 3m market site	\$20 (GST inclusive)
Additional 3m x 3m	\$20 (GST inclusive)
3m x 3m food site	\$40 including 1 15AMP (GST inclusive)
Larger than 3m x 3m food site	\$50 including 2 15AMP (GST inclusive)

Cash payment method on market day

3m x 3m market site	\$25 (GST inclusive)
Additional 3m x 3m	\$25 (GST inclusive)
3m x 3m food site	\$45 including 1 15AMP (GST inclusive)
Larger than 3m x 3m food site	\$55 including 2 15AMP (GST inclusive)

- 3.2 Permanent Stallholders are required to hold a current Market Insurance policy which includes \$10,000,000 Public Liability insurance. The policy must always be on site and be accessible for PUFT Events management & TCC to view.
- 3.3 Casual stallholders may purchase their Market Insurance from Market Management for an additional \$5 on top of their market fee.
- 3.4 Fees must be paid by due dates set by Management and failure to pay the stall fee on time is a breach of these regulations and all bookings may be cancelled.
- 3.5 Stallholders who pay by a cheque that is dishonoured will be charged an administration fee of \$15.

4.0 Market Days

- 4.1 Registered stallholders must be in attendance during the market trading times as advertised.
- 4.2 Stallholders must be in the market area **45 minutes prior to market opening hours** and ready to trade at the commencement of the trading hours and **must continue trading until the market closing time.**
- 4.3 Stallholder must have their vehicles removed from the market area 30 minutes prior to the commencement of formal Market trading.

- 4.4 Cars are not permitted into market area until 15 minutes after closing time unless otherwise advised by management.
- 4.5 Notification of non-attendance is required on market days via market mobile (**0402 162 800**) to allow neighbouring stallholders to spread out and fill in gaps. No refunds/credits will be given or considered if cancellation notice is given on market day.
- 4.6 Copying the ideas and work of other stallholders may be in breach of creative copyright and is not in the spirit of the market. Any grievances must be in writing.
- 4.7 Raffle tickets or raffle operators that are not approved by the Market Manager and appropriately Registered may not be sold. Only handbills approved by Management may be displayed on stalls.
- 4.8 Products and produce with faults must be clearly labelled and sold as seconds. Only approved vendors are to sell 2nd hand items and vintage and collectables.
- 4.9 Market day mobile number is only used on the event day. All other communication must be made through the cotters@puftevents.com.au email address.
- 4.10 Market bump-in and bump-out times are as follows:

Vendor Bump-in time – 6am to 8am is the designated time. If you require an earlier time you must communicate this with management through email.

Vendor bump-out time – 1.15pm to 2pm. To ensure there is a quick bump-out please ensure your equipment is packed before getting vehicle onto the street.

- 4.11 Market operating hours are as follows:

Start – 8.30am all stores must be operational; however, it is recommended that you are ready to go by 8am (street is shut down from this time onwards) as customers are already visiting the market.

Finish – 1pm is the completion of the market. This is to ensure all needs are accommodated for.

- 4.12 The opening times are advertised throughout all of Townsville and therefore must be adhered to. Management will assess the times twice a year and will notify any changes in writing.

5.0 Cancellation and Refunds

- 5.1 Notification of non-attendance is required. If no notification is given, then all future bookings may be cancelled, and any monies paid may not be refunded – at the discretion of management.
- 5.2 **No refunds are given for cancellations that occur on market day.**
- 5.3 If a vendor must cancel an event, it must be done before Saturday 7am through email – cotters@puftevents.com.au.
- 5.4 Management is not responsible for adverse weather conditions; however, all payments will be used for the following week if given enough notice i.e. 24 hours. **If vendor is not participating in following week there will be no refunds.**
- 5.5 Permanent stallholders lose their permanent status if they cancel attendance at more than 6 regular markets in a 12-month period.

6.0 Adverse Weather

Cotters Market is an all-weather outdoor market. Markets will operate in varying weather conditions and stallholders must be prepared for adverse weather.

HEAT POLICY: At the discretion of Management, the market may close one hour earlier if the outside temperature reaches above 40 degrees. If a CODE RED DAY is called by the CFA or a Cyclone Alert has been issued by BOM, then the market will NOT operate that day.

- 6.1 Stallholders may pack up their stall due to adverse weather conditions but may not leave unless permission is given by Management.
- 6.2 No refunds/credits are given reduced trading hours on market days due to adverse weather conditions by the stallholder and/or management.
- 6.3 In the instance that a venue operator/CFA Code Red/BOM cancels a market date at any time, PUFT Events will transfer all fees paid for to the next market date. No refunds will be given if the vendor does not attend the next date.
- 6.4 Management will not be held responsible for any loss including fees paid by stallholders, damage or injury whatsoever resulting from adverse weather conditions.
- 6.5 In the event that markets are cancelled, stallholders are NOT permitted to trade in the market area. Continuation to trade will result in termination from the Market.

7.0 Occupational Health and Safety

- 7.1 Stallholders must comply with all directions provided by Traffic Controllers on Market Day.
- 7.2 Stallholders must not begin setup until Traffic Controllers have deemed the street safe.
- 7.3 Traffic Controllers will be on site from 3.30am and will leave site at 1.30pm.
- 7.4 Hazard lights must always be on display on any vehicle within the market area, even when the vehicle is stationary.
- 7.5 Stallholders must drive within the market area at a safe speed that is no greater than 15km/hr.
- 7.6 Vehicles are not permitted to enter into the market area 45 minutes prior and no stallholder vehicle shall be active 30 minutes prior to the markets advertised trading commencement time.
- 7.7 Stallholders are required to fully unload and remove their vehicle from the market site prior to the erection of their stall.
- 7.8 Within the market area, smoking, alcohol, or illicit substances are not permitted to be consumed at any stall site.
- 7.9 Stallholders shall fully disassemble their stall prior to bringing their vehicle onto the market area at the cessation of the market.
- 7.10 Stallholder vehicles will only be permitted onto the site after the cessation of trading and when their site is packed down.
- 7.11 No vehicles are to enter or be active in any of the traffic controlled area during market trading periods, excluding Emergency or Police vehicles and any vehicles approved by PUFT Events.

8.0 Waste and Rubbish Removal

- 8.1 Stallholders are required to remove their own rubbish and waste from their immediate stall location. Boxes, cartons, and foodstuffs must be removed from

- market area by the stallholders. **Failure to do so will result in a \$20 disposal fee.**
- 8.2 **The waste bins provided at the markets are for the general public use only.**
- 8.3 Stallholders are responsible for leaving their site and surrounding area clean, tidy and undamaged. Failure to do so will result in a \$20 cleaning fee and possible cancellation for future market days.

9.0 Stall Set-up and Equipment

- 9.1 Stallholders must provide their own covers and stall set-up which must be good in presentation.
- 9.2 Management do not provide any stall equipment, they only provide site area. Equipment may be rented for casual stall vendors however notice must be given upon application, or at least seven days in advance. Rental prices are as follows:
- | | |
|---------------------|----------------------|
| 1 x table | \$10 (GST inclusive) |
| 1 x 3m x 3m marquee | \$15 (GST inclusive) |
- 9.3 All stall equipment including racks, tables, signage etc must be contained to the stall site boundaries. Public access ways must always be clear.
- 9.4 Tents, covers and all stall equipment must always be erected securely and weighted or secured regardless of the weather.
- 9.5 All equipment must be in good repair and be operated in a safe manner.
- 9.6 All stallholder sales tables must contain a fabric covering and reach to within 10cm of the ground on all sides facing the public.

10.0 Stall Set-up and Equipment

- 10.1 It is the Stallholders responsibility to apply to the Townsville City Council (Health and Environmental Services department) and obtain and pay any Food Licence registration required.
- 10.2 Stallholders must supply copies of registration with their local council and also the council in which they are trading, to management.
- 10.3 Food stallholders must display their Registration at all times while trading.
- 10.4 Food stallholders must comply with any local, state & federal health regulations and food acts.
- 10.5 Stalls selling sealed alcohol (bottle only) must supply management copies of their liquor license prior to market days.
- 10.6 Failure to comply with health department standards and regulations may result in immediate closure of stall and future stalls may only be reinstated once management are satisfied all standards and regulations have been adhered to.
- 10.7 Stallholders selling take away foods or drinks must have temporary floors at their site on market days.
- 10.8 All food/drink samplings offered to patrons must be covered and protected from dirt/dust/insects, and compliant with Qld Food Safety Standards and all other associated legislative requirements.

11.0 Power/Gas Equipment

Powered sites are limited, and power outlets may only be used with the permission of Management.

- 11.1 Stallholders must ensure that all electrical equipment and leads be tagged in compliance with relevant workplaces regulations or an appropriate Portable RCD is utilised.
- 11.2 Stallholders must ensure that all gas appliances are approved and in date. Stallholders using gas appliances must complete the WorkCover Qld self-checklist prior to trading at each market and present if inspected by a representative from WorkCover.
- 11.3 Stallholders using gas/electrical appliances must have a suitable fire extinguisher or fire blanket on site.
- 11.4 It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their equipment, including safe covering of leads in vehicle and foot-traffic areas.

12.0 General - Stallholders Code of Conduct and Responsibilities

- 12.1 Stallholders must respond co-operatively to any direction given by Management, or those affiliated with management in relation to the operation and occupation of their stall, equipment, goods and vehicle during operating times and any direction of a security or safety nature.
- 12.2 Stallholders, or associates of stallholders, must not act in a verbally or physically abusive, threatening, dangerous, or disruptive manner. Such behaviour will not be tolerated and may result in immediate termination.
- 12.3 Stallholders must ensure that their activities or behaviour do not endanger the safety or security of any people at Markets.
- 12.4 Stallholders must not cause damage, make alterations or additions of any nature to, or carry out works of any nature to market site property and that, if any damage is caused, the costs of any repairs, making good or replacement are borne by the stallholder.
- 12.5 Stallholders must comply with all the terms contained in these Regulations and must comply with any changes to the market Regulations, or any relevant local government and other statutory laws & regulations.
- 12.6 Stallholders must report to the Management any incident or accident to any person or property that involves loss, injury, or could be expected to give rise to a claim.
- 12.7 Social Media can only be used as a positive form of networking, advertising and communication. At no point can you use social media to put the market in disrepute – management have the right to terminate any stall that degrades Cotters or PUFT Events through the use of social media.

13.0 Warranties & Representations of Stallholders

The Manager permits the stallholder to attend the market in reliance on the following warranties and representations hereby made by the stallholder.

- 13.1 The stallholder is the owner of the approved products with full power and capacity to sell absolute legal and beneficial ownership of the approved products to a third party without any encumbrance.
- 13.2 The stallholder is not in reliance on any representation or statement made by the Manager that is not expressly contained in these regulations.
- 13.3 The stallholder is responsible for obtaining all relevant permits and permits required to operate the stallholder's business and that all merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force;
- 13.4 The stallholder does not bring into the market any hazardous or illegal materials or substances; and

- 13.5 The stallholder will comply with all the terms contained in these Regulations and will comply with any changes to the market regulations, or any relevant local government and other statutory laws and regulations.
- 13.6 Without limiting the generality of these terms, the stallholder acknowledges and agrees the manager is not liable for any claim or loss suffered or incurred by the stallholder in relation to or in connection with:
- Theft or damage of approved products, equipment or goods under the control of the stallholder or any other property of the stallholder at any time including times when the market is not trading.
 - Any failure by the stallholder to sell the approved products;
 - Any journey from or to the market;
 - Anything occurring off the market site, including anything that occurs at market; or
 - Damage or injury to any property or person.

These limitation provisions are intended to replace any other terms, conditions, warranties and representations implied by statute or otherwise and, accordingly, all such terms are excluded unless the following applies. Certain legislation may imply warranties or conditions or impose obligations on the Manager which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. The limitation provisions are subject to these statutory provisions. If the statutory provisions apply, the Manager's liability is not limited, in the case of any legislation that prevents any limitation the Manager's liability or, if the legislation does permit a limitation of liability, the Manager's liability is limited to the cost of the Manager refunding the Stall Fee.

14.0 Stallholder Indemnity

Without limiting the generality of any other provision of these regulations, the stallholder hereby indemnifies and holds the Manager and Council harmless from and against all claims for Loss arising in connection with or in relation to:

- The Stallholders occupation of the market;
- The sale or attempted sale of the approved products or any other products or services;
- Any injury or harm suffered by the stallholder;
- Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the stallholder;
- Any loss of or damage to the stallholder's property regardless of the cause of that loss or damage;
- The death of any person of a consequence, in whole or in part, of any act or omission by the stallholder;
- Any breach of these regulations by the stallholder; or
- Any legal costs on a full indemnity basis incurred by the Manager as a result of the stallholder's breach of these Regulations.

15.0 Exclusion of Liability

The Stallholder acknowledges and agrees that the Manager makes no warranty or representation in relation to or in connection with the stallholder's occupation or use of the market. Without limiting the generality of this clause, the stallholder acknowledges and agrees that the Manager has made no

warranty or representation in relation to or in connection with:

- The prospects of the stallholder for selling the approved products at the market;
- The stallholder's access to people visiting the market or the access those people have to the stallholder;
- The existence, number or quality of products that will compete with the approved products for the attention of prospective buyers;
- The existence or extent of services and/or facilities of any kind at the market;
- The position and tenure within the market that the stallholder will occupy;
- The suitability of the market for any particular purpose or the existence of any latent or patent defect at the market;
- The extent, if any, to which other visitors to the market might interfere with the stallholders use of the market;
- The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the Manager;
- The existence or extent of any security measures undertaken to protect the stallholder, the approved products and/or the market against terrorist or other criminal activity; or
- The existence or extent of any security at the market;

16.0 Manager's Representations

The Manager's consent to the stallholder to attend the market does not convey to the stallholder any ongoing rights in relation to the market into the future and such approval can be terminated by the Manager at any time in writing and without any period of notice. The Manager reserves the right to undertake any of the following actions without notice:

- Re-locate a stallholder to another stall site within the market.
- Require the stallholder to remove from sale any goods or services offered by the stallholder which are not approved products; or
- Request that the stallholder undertake any reasonable measure which in the opinion of the Manager will improve the safety of the stall or to raise the level of quality of presentation of the stall and its products.

17.0 Termination

The Manager reserves the right to withhold consent to a stallholder to occupy a stall at the market, to remove or to have removed from the market, a stallholder who is in breach or does not comply with the regulations, including where a stallholder:

- Fails to pay their stall fee in a timely manner;
- Fails to abide by the markets set up or pack up conditions

18.0 Traffic Management

Traffic management is the largest cost to the running of the event and is run by a professional traffic management company. You must adhere to all rules given to you in the terms and conditions as well as any directions given to you on the day from either management or the traffic management personnel. All rules set out below are recommendations from the traffic management company to ensure safety to all individuals i.e. stall holders and customers.

18.1 The speed limit along Flinders Street between bump-in and bump-out times is **10km per hour**. Any person deemed driving over this speed will be given one warning. If this is to occur again you will not be able to return for one month.

18.2 Upon entering Flinders street on bump-in you must have your hazard lights on at all times until you leave Flinders Street.

- 18.3 When entering Flinders street on bump-out you must have your hazards lights on and flash the traffic control driver to assist in detecting stall holders from general public.
- 18.4 On arrival you must unpack car and then drive car to designated parking, you then can return to street to setup stall – this assists in traffic numbers on the street.
- 18.5 With large numbers of stall holders, the street may be extremely busy, thus you must have all equipment packed up before bringing your car into the street on bump-out.
- 18.6 You must always leave at least one lane free on bump-in & bump-out for all cars to pass and use car parks where possible.
- 18.7 You must ensure your vehicle is removed from flinders street by 7.45am.
- 18.8 The street will be open to public traffic from 2pm, therefore if you are still packing your car you must ensure your car is in a designated carpark.

19.0 Parking

Parking has and always will be a significant issue in the city and we must all take responsibility of where we park. Although it may seem easy to just park nearby, unfortunately this is taking up prime parking spots for our consumers. This is one of the biggest pain points for consumers and many businesses (including market stalls).

Because of this, we recommend two parking spots that can be used which is less than 400m from Flinders Street:

- 1) Stokes Street carpark
- 2) Flinders Street carpark

If vendors are caught parking in primes car park spots i.e. less than 300m from Flinders Street they will be given a one warning. If it is to happen again you may be suspended from the market for one month. Remember this is to assist in changing consumers perception that there is no parking.

20.0 COVID 19

Due to Covid19 it imperative that you adhere to the below guidelines:

- 20.1 **Do not attend any event if:**
 - you are presenting any symptoms of Covid19 i.e. flu like symptoms
 - you have been around anyone that has had Covid19 in the past 14 days before market day
 - you have been around anyone that has been out of the country, or in a Covid hot spot in the past 14 days before market day
- 20.2 Whilst attending a market day, please ensure you follow:
 - a 1.5m distance between other people i.e. workers, vendors and consumers
 - report if anyone is unwell to the event organiser
 - wash and/or sanitise your hands at least every 30 minutes
 - if you begin to feel unwell at a market please communicate with event organiser who will help with your pack up to leave the street
- 20.3 Please ensure you have the following available at your site
 - Social distancing sign communicating to keep a 1.5m distance (event organiser can organise if you do not have one)
 - sanitiser for all customers
 - signage ensuring that customer sanitise hands when trying product
 - hand wipes to wipe over all product between use

The following of all terms and conditions is to ensure a safe and well-run event each week. It is not to make your job harder or frustrating, instead it is to make the event an even bigger and better place for our consumers to keep coming back to. You may not think that all rules are always required, however if we create consistency, we will create growth.

We encourage all of you to embrace all terms and conditions and help in growing this event.