



# BOOKING TERMS & CONDITIONS

This document forms part of the Booking Application Form and must be read in conjunction with that form. Submitting a signed Booking Application Form to [info@stalbansvillagemarket.com.au](mailto:info@stalbansvillagemarket.com.au) indicates full acceptance of these Terms and Conditions.

## TERMS

### **Booking**

A clearly defined and confirmed period of time and a defined/allocated position inside the perimeter of the site, backed by a paid tax invoice issued by Market Management. Lodgement of a booking application form does not constitute approval to commence operations. No booking is deemed to have been accepted until a Tax Invoice has been issued and payment received not less than 7 days prior to the first booking date, together with the required insurance documentation and signed acceptance of these Terms & Conditions.

### **Bona Fide Resident or Local Entity** (refers to booking fee exemption and local fundraising only)

Being a person who resides permanently at an address in the greater Macdonald Valley and/or bearing the postcode 2775 and can show proof of this via either a Rates Notice or Drivers Licence (copy to be provided with booking). Currently, these are:

Central Macdonald - 2775, NSW

Fernances - 2775, NSW

Gunderman - 2775, NSW

Higher Macdonald - 2775, NSW

Laughtondale - 2775, NSW

Leets Vale - 2775, NSW

Lower Macdonald - 2775, NSW

Marlow - 2775, NSW

Mogo Creek - 2775, NSW

Perrys Crossing - 2775, NSW

Singleton Milpo - 2775, NSW

Singletons Mill - 2775, NSW

Spencer - 2775, NSW

St Albans - 2775, NSW

Upper Macdonald - 2775, NSW

Webbs Creek - 2775, NSW

Wisemans Ferry - 2775, NSW

Wrights Creek - 2775, NSW

### **Market Grounds**

Inside the perimeter of No 2 Wharf St, St Albans, and also as indicated by any portable fencing within that site.

### **Market Management**

Authorised representatives of No 2 Wharf St Pty Ltd (ABN 82 758 336 007) trading as St Albans Village Market.

### **Market Stallholder**

A confirmed and committed provider of goods or services for the period of time and the stall booked and paid for via issued Tax Invoice.

## **Stall or Site**

A defined space and duration as specified in the issued Tax Invoice, once paid – and communicated prior to each market day in response to the bookings received for that individual market period – unless otherwise specified as an ongoing booking, and where payment is still received 7 days prior.

## **Stallholder**

The person booking and paying for the Stall, including being signatory to the booking form. Where this is not the person operating the Stall, this must be clearly stated on the booking application form and all relevant added contact details provided.

## **CONDITIONS**

### **1. BOOKINGS**

The definition of a Booking is provided under TERMS on page 1 of this document.

#### **1.1 Attendance & Weather Conditions**

St Albans Village Market is an 'all weather market' and will operate irrespective of weather conditions. Inclement weather is no excuse for non- attendance.

It is a stallholder's responsibility to ensure that their product is protected and that they have all the necessary equipment on hand to do so (i.e. gazebo sides, weights to secure gazebo etc.). Management requires that all stallholders plan against adverse weather conditions such as rain, wind, cold and heat and ensures that appropriate safety and wet weather procedures are in place. See 'Set Up & Departure' for further detail on site requirements.

Market Management, its operator/s, employees, agents and/or assigns shall not be liable for loss or damage to stock and/or equipment however caused.

#### **1.2 Fees**

##### **1.2.1 Booking Fee**

See Schedule of Fees at the end of this document for a current list of site types and associated fees.

##### **1.2.2 Entrance Fee**

A gold coin donation will be requested of all visitors to the St Albans Village Market. This will be collected by an authorised representative of a Macdonald Valley association or other suitably recognised local entity who will display a sign to this effect and provide personnel to collect and hold safe the donations. No other fundraising will be permitted on the site.

#### **1.3 Exclusivity:**

No stallholder is guaranteed exclusivity for their product, but every effort will be made to ensure diversity in the range of goods and services being offered.

#### **1.4 Insurances**

St Albans Village Market Public Liability insurance cover does not cover stallholders and/or their products. It is the responsibility of all stallholders to ensure that they are insured for Public Liability, Personal Indemnity, Professional Indemnity, and Product Liability (where applicable) as required by law, that their stall area remains clean and safe to the public at all times, and to ensure that their product meets statutory health requirements and in no way poses any health risks to the consumer.

- **All** stallholders must submit a current Certificate of Currency to a minimum value of \$20,000,000AUD along with their booking request. No stallholder will be allowed to set up without this requirement being met.
- Traders are responsible for any damage or injury to persons or property which may be occasioned by, caused or arise out of the use of any machinery, implement or apparatus whatsoever, used in conjunction with (1) their stall and (2) their stand and hereby indemnifies the organiser accordingly.
- Insurance of stock and stall structures is not covered by the organiser and is the sole responsibility of the trader, regardless of cause.
- Traders agree to minimise the chances of theft and damage through maintaining a presence at their stall for the entire time the market is open to the public.
- It is expressly agreed that No 2 Wharf St Pty Ltd (ABN 82 758 336 007) trading as St Albans Village Market, and its' affiliates shall be held safe and not be liable for loss or damage to any vehicle, anything therein, or to any person from whatever cause arising and whether due to the negligence of the Market operator, its servants and/or agents, or otherwise.
- Traders agree to pay for any damage to any property, caused through their trading activities, including during Set -Up, Pack-Down and Trading times.

#### **1.5 Power & Water:**

No market locations will have electricity or water available.

Where Stallholders operate their own generator or other power source, they are to ensure that all gas sources, power leads and/or electrical appliances used are safe and that they comply with Occupational Health & Safety (OHS) requirements and are tagged and tested in accordance with statutory guidelines.

#### **1.6 Stall Sites:**

Stallholders do not own their sites, obtain no rights to their sites, cannot transfer or sell their sites or otherwise deal with their sites. Market sites/stalls are hired strictly on a daily basis. Market Management reserves the right to cancel, alter or re-allocate sites to other stallholders.

#### **1.7 Right of Entry & Right of Trade**

Market Management reserves the right to refuse entry to any person and/or trader or to refuse the sale of any item and/or product deemed unsuitable to the target market, which is family and community based.

## 2. SET UP & DEPARTURE

### 2.1 Equipment:

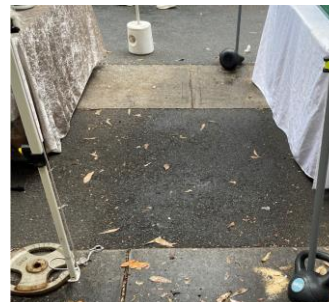
Stallholders are to supply their own equipment and to ensure that they have everything required to operate - gazebo/s, weights/sandbags, table/s, chairs etc.

Any gazebo or marquee must be of a high standard and to Australian Engineering recommendations. These must be able to withstand high wind levels. Light weight picnic style gazebos are not recommended. Gazebos that are not deemed suitable will be required to be taken down.

Irrespective of weather conditions, gazebos must be weighted down with heavy sandbags or with appropriate and secure weights at all times. ALL vendors are required to have a minimum of 20kg per leg. This is an insurance requirement and is mandatory.

Umbrellas must also be safely secured with a heavy base and tied to your gazebo where possible.

**There are absolutely no exceptions.**



### 2.2 Vehicle Safety & Unloading:

Stallholders must unload vehicles and then take their vehicle out of the market precinct **prior to the 9am opening** - parking well away from the Market block to enable customer parking closer in. Vehicles must always drive slowly whilst inside the Market block - 5 kph at all times.

Lights on if dark. No parking is permitted inside the market block at any time.

### 2.3 Site Presentation & Signage:

Please ensure that your site is well presented, tidy and safe at all times. Signage promoting your stall and/or products is highly recommended. Signs erected must not impede pedestrian flows, must not display any offensive material and must be clean and presentable.

### 2.4 Early Departures:

**Trading hours are 9.00am - 2.30pm: This is strictly enforced**

In the best interest of safety and as a courtesy to fellow traders, early departures are not permitted. Marquees are to remain erected until close of market trade with no early pack down. In the event of a 'sell out', stallholders are to display a sign indicating that their goods are 'sold out' and marquees are to remain standing. Consideration will be given to isolated special circumstances and only by prior arrangement. In the event that an early departure has been approved by Market Management, marquees and all equipment must be 'walked' out. No vehicle access is permitted during market trade hours.

### 2.5 End of Trading Departure:

**Vehicles may only enter the market grounds AFTER 2.30pm.**

Stallholders are responsible for the removal of all rubbish and must leave their site as they found it - clean and clear of all debris. The rule is simple: If you bring it in, you take it home. Do not throw boxes and food produce in any Council / Private Facility rubbish wheelie bins. No solid or liquid waste is to be deposited or caused to be deposited on the ground or in any drains, or other public land/space.

Market waste bins are for lightweight customer rubbish only, not stallholders produce, rubbish and/or boxes.

### **3. GOODS ON SALE**

#### **3.1 Sale of Manufactured Goods, Consumable Foods or Beverages and Food Permits:**

It is the stallholder's obligation to ensure that all Council and Government guidelines and health regulations are met, that all appropriate licenses are obtained, that the setup of the stall meets all Council, health and safety requirements and that these obligations are met at all times and are adhered to. The NSW Dept of Primary Industries (Food Authority) Mobile Food Vending Guidelines apply.

Regarding waste disposal, in addition to 2.5 above, and consistent with the NSW govt policy cited above - all food vending vehicles must be equipped with a waste water tank external to the vehicle, with a capacity of at least 50 litres, and have an outlet of sufficient diameter to facilitate easy flushing and cleaning. Waste water must be disposed of lawfully. Under no circumstances is liquid waste to be discharged on the ground or to a stormwater drainage system. All sinks and wash hand basins should be provided with sanitary traps.

#### **3.2 Taste Testing/Sampling of Goods:**

Stalls which hand out samples of food/taste testing must ensure that they comply with Council and health regulations and that all required licences are in place.

#### **3.3 Labelling:**

Packaged goods and the sale of whole produce/fruit & vegetables must be labelled as per legislative guidelines and requirements.

#### **3.4 Quality:**

All stallholders will assess their products to ensure that only quality goods are sold. In the best interest of our market please do not sell poor quality produce. As a seller/stallholder your goods must comply with Market Management criteria and government set health standards. Stallholders in breach of these will be asked to remove those goods from sale or cease trading.

#### **3.5 Pricing:**

Stallholders will set prices as they see appropriate.

#### **3.6 Weights & Measures:**

Scales and/or any instruments used for measurement of goods sold on a mass basis must be certified as being appropriate for commercial use in accordance with legislative guidelines.

#### **3.7 Security:**

Security of each stallholder's stock, produce, equipment, cash and personal effects is the responsibility of the stallholder. It is explicitly agreed that no claims for loss or damage will be made to or accepted by Market Management at any level.

Individuals sleeping overnight on the market site premises is not permitted, and is specifically excluded by the Market Public Liability insurance policy.

## 4. MISCELLANEOUS

### 4.1 Confidentiality & Copyright

No 2 Wharf St Pty Ltd (ABN 82 758 336 007) trading as St Albans Village Market owns all intellectual property, including all layouts, literary and artistic works, documentation, plans, drawings, specifications, sketches, reports, graphics and marketing material in any media created by St Albans Village Market. This includes but is not limited to the right to use photography or film which may contain images of the stallholder and/or their produce for ongoing promotional purposes.

All information and correspondence to stallholders is commercially confidential and by submitting applications to St Albans Village Market you have agreed to keep all correspondence confidential and not imparted to third parties. Parties found to be sharing our information will no longer be welcome to trade at St Albans Village Market.

### 4.2 Lost Property:

All 'found' items are to be handed in to Market Management. Stallholders can direct enquiries to the contact number or email address listed on your booking form.

### 4.3 Pets:

St Albans Village Markets recognises that some patrons and stallholders will bring their pets. No responsibility is accepted for the behaviour or risk associated with these, and owners are required to clean any messes. Water bowls may be put under tables away from foot traffic as desired.

### 4.3 Smoking:

St Albans Village Market is a strict no smoking area.

Smokers will be asked to leave and then return when finished.

I the undersigned have read this document in full and agree to the Booking Terms & Conditions for participation in St Albans Village Market.

I also agree to comply with current Government Covid rules which may include but are not limited to confirming vaccination status, temperature check, and QR signing.

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Write Name: \_\_\_\_\_

# St Albans Village Market

## Schedule of Fees

**As at 1 January, 2022\***

Below is the current list of fees applied to the daily hiring of a 'stall' or 'site' within the perimeter of No 2 Wharf St, St Albans NSW 2775, under the terms and conditions outlined above.

1. Small to Medium scale produce seller or arts & crafts seller, or similar  
Size of allocated stall: up to 3m square maximum  
Daily rate: \$80.00 AUD + GST
  
  3. Food Truck or Large scale produce seller or arts & crafts seller, or similar  
Maximum size of allocated space: up to 5m square maximum  
Daily rate: \$120.00 + GST
- Stall booking fees are payable on 7 day terms by issued Tax Invoice
  - Early payment will secure the booking.
  - Credits and/or refunds will not be issued for bad weather on market days.
  - If a confirmed market date is subsequently cancelled by Market Management, any fee already paid will be credited to the next available market date.

### **Exception:**

- Bona Fide residents of the Macdonald Valley selling locally produced goods or services are exempt from paying a booking fee – up to a maximum of 5 small to medium sized traders on any single day.
- These will be rotated on a regular basis as needed to give fair access to all Valley residents.
- Requests for space at other stalls within the market grounds will attract the full booking fee as outline above.

\*Published booking rates are variable at Market Management discretion from time to time.