General Terms and Conditions

By submitting an application for a Stall at the Coastal Markets (TCM) or renewing a current Stall, the Stallholder acknowledges that they have read and understood and agree to comply with the Terms and Conditions, the Privacy Policy and the exclusion of liability and indemnity which are available at www.thecoastalmarkets.com.au.

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.

Contact Details

Phone: 0494 436 077

Mail: mail@thecoastalmarkets.com.au

Website: www.thecoastalmarkets.com.au

Information for Stallholders

Trading Hours, Days and Locations

Each market trades from 8am – 2pm

Broadbeach Markets: 1st and 3rd Sunday of the month

Location: Held in Kurrawa Park (or Pratten Park if notified by the Market Manager in advance) on the beachfront opposite of the Oasis and Oracle Shopping centres.

Coolangatta Markets: 2nd Sunday of the month and 4th Sunday of the month if there are 5 Sundays in the month.

Location: Held in Queen Elizabeth Park off Marine Parade, on the beachfront, opposite The Strand Shopping Centre.

Burleigh Heads Markets: Last Sunday of the month

Location: Held in Justins Park off The Esplanade running from First to Third Avenues.

Open rain, hail and shine

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

Vendors who breach any of the Terms and Conditions can be removed from the Market. TCM reserves the right to rescind any invitation, refuse entry, remove attendance or discontinue trade at the markets at the market operator’s sole discretion.

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

Permits and Licenses

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 TCM before trading.
- Stallholders are responsible to inform & supply evidence to TCM of renewals.
- Stallholders must ensure that their appropriate documentation is current and available for viewing onsite at all times.
- TCM will not take any responsibility for stall holders that are not working within the specific conditions on their licence

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.

In the event you have to cancel your booking, please let us know by COB Wednesday prior to your booking to avoid the site fee remaining payable.

Cancellations received prior to COB Wednesday prior to the market will result in a credit being offered to attend on an alternative date. Credits cannot be transferred to another market.

Please note The Coastal Markets reserve the right to cancel a market or market/stallholder attendance at any time and to change the cancellation policy when required.

Permanent Bookings

A limited number of stalls are booked on a permanent basis. Permanent fees are required to be paid in advance by the 20th of the current month for the stall bookings of the following month. To be considered permanent you must be absent for no more than 3 weeks a year.

Once attendance is confirmed we will provide you with all the relevant information you need.

Upon arrival at the markets, you will be met at the Designated Entrance to the Markets and shown to your allocated site by one of our friendly staff.

Casual Bookings

Casual stall spaces are available each week at TCM. Casual stalls must be booked, and payment must be received by COB on the Wednesday prior to the Sunday that you are attending the market, for us to guarantee a space will be available to you.

Once attendance is confirmed we will provide you with all the relevant information you need.

Upon arrival at the markets, you will be met at the Designated Entrance to the Markets and shown to your allocated site by one of our friendly staff.

Temporary Food Stall License

If you are operating a Food Stall and are unsure about Gold Coast City Council requirements for a "Temporary Food Stall License" please contact the Gold Coast City Council on 1300 465 326 or visit the Council's website at www.goldcoast.qld.gov.au for further information.

Insurance Requirements:

A stallholder must have current Product & Public Liability Insurance in the amount of $20,000,000.

The stallholder must provide TCM 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, TCM must be notified immediately. TCM is not responsible for any loss or damage incurred by market vendors.

Charity & Community Groups

TCM support the local community and registered charities. If you qualify as a local community group or a registered charity, we offer heavily discounted Stall fees which are subject to availability.

Stallholder Parking

The Coastal Markets (Applies to Broadbeach, Coolangatta and Burleigh locations)

Stallholder parking is not to be in the immediate council parking areas and must be a minimum of 150 metres from each market site. Please ensure you adhere to council parking regulations for on and off-street parking.

Please be aware that we cannot be made liable for any parking fines.

Stallholder Entry and Exit

Entry times are specific for each Stallholder and will be emailed to each Stallholder in their bump in information pack. This will be sent the FRIDAY prior to your first market.

No packing down during official market trading hours. All gazebos and gear must be packed down before bringing vehicle on-site. If you are not bringing your vehicle on site, you can walk your items to your vehicle once the market has concluded.

For vendors bringing vehicles on site, market staff will advise when cars are allowed to enter the market.

Please do not move your vehicle until customers have vacated and approved/directed/ accompanied by a market staff member.

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 TCM 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 TCM'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 TCM.
- 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.
- TCM reserve the right to change the location of the market at any time.
- Approval for attendance at TCM 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. TCM does not guarantee acceptance or stall position.

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 TCM. 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 TCM'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 TCM in writing before they are put on sale. This can be done by a written request to the TCM, 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 TCM 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 TCM with a copy of any required Licences & approvals before taking up occupation of the stall and provide TCM 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

Rubbish, Damage and 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 offsite 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.

All Food Stalls need to have a Groundsheet on the floor of their stall to prevent staining. This is a condition of attendance and trading.

All Coffee Stalls need to remove any rubbish and left-over coffee grounds, before leaving the site.

Setting up, Trade, and Packing Down

Please note: All attendees / vendors are required to bump in, set up, stock, trade, pack down and bump out individually. Goodwill Project's staff are not responsible for your stall set up, trade, or pack down however will endeavour to assist wherever possible. Please be conscious our team are very busy and typically will not have time to individually assist vendors.

Power, Generators and Gas

Powered sites incur an additional fee.

- 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 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 require approval by TCM. Approved stalls must only operate equipment with an operating noise level below 60dB.
- Generators must have an RCD switch.

- **Petrol containers are not permitted at TCM**. All generators must be fully fuelled before arriving on site so that no petrol is required to be on site during market operations.
- 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. TCM 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.

Market Cancellation and Inclement Weather

TCM trades in all weather conditions. By applying for a position at TCM, 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, TCM 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. TCM 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.
- TCM reserves the right, in its absolute discretion, to cancel a Market.
- It is the responsibility of Stallholders to provide TCM 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 mail@thecoastalmarkets.com.au.

Stallholder Code of Conduct

The Coastal Markets takes pride in being a **friendly environment**. All stallholders are requested to **uphold those expectations**. TCM has **zero** tolerance to misappropriate, rude, or intimidating behaviour in the form of spoken, physical or deemed similar actions. TCM 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. TCM 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

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.

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.

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 nonurgent 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 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.

Useful Contacts And Links

For further HACCP or other accreditation. i.e. Gold Coast City Council Temporary Food License; registered with Safe Food Queensland:

Click here for further information

https://www.goldcoast.qld.gov.au/Services/Report-pay-apply/Permits-licensing/Food-business-fixed-mobile-temporary-premises

Pre-packaged foods must comply with National Food Standards labelling Standards:

Click here for further information

https://www.foodstandards.gov.au/business/food-safety-standards

For more information regarding setting up a stall and licenses required please follow this link:

Business.gov.au - Market Stalls

https://business.gov.au/planning/business-structures-and-types/set-up-a-market-stall

Joining us for the first time? Please read below to find out everything you need for arrival, set up, and trading.

Bump In

Please follow arrival instructions in your bump-in email that you will receive prior to your first market. This will indicate your nominated bump-in time.

On arrival, please say hello to the staff member at the entrance and you will be directed to your site.

Please provide your stall name on arrival.

Please drive safely, turn your hazard lights on, and remain conscious of those around you.

Parking

ABSOLUTELY NO cars are to be left onsite unless prior approval has been given by the Market Manager.

Parking location will be included in your Bump in email, which will be sent to you prior to your first attendance at the markets.

Setting up, Trade, and Packing Down

Please note: All attendees / vendors are required to bump in, set up, stock, trade, pack down and bump out individually. Goodwill Project's staff are not responsible for your stall set up, trade, or pack down however will endeavour to assist wherever possible. Please be conscious our team are very busy and typically will not have time to individually assist vendors.

Equipment

TCM 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.
- Pegging anything into the Grass is **NOT PERMITTED** due to an underground water system. Any vendor found pegging into the ground will be fined $350 and liable for any damage caused to underground infrastructure.
- TCM requires a minimum of **15kg steel interlocking weights** on EVERY leg of EVERY marquee, totalling 60Kg. 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**.**
- 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.

- Trollies must be positioned in a discreet area during the markets. There are to be no trolleys or equipment behind marquees roadside.

- TCM 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.

Please note spot checks will be carried out from time to time to ensure compliance with these requirements.

Promotion, Market Image and Social Media

- The Coastal Markets may engage the services of professional photographers to gain imagery for purposes of promoting and marketing the Coastal Markets. Ad hoc images may also be taken and used for the purposes of promotion on social media by TCM 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, TCM.

- Stallholders shall not comment adversely on, or with respect to, the Markets, City of Gold Coast, 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.

The Coastal 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."

Final Things to Remember

Please bring a copy of any required permits and licenses.

Please ensure your vehicle/tent/stall presentation is in perfect condition and most presentable.

Please arrive with a positive and patient attitude to assist in a quick and efficient set up.

Please do not post any signage on existing buildings.

Please do not hang power cords on trees.

Do not leave your rubbish onsite or in market or council bins.

If you require any further information please do not hesitate to contact us.