



## PALM BEACH FARMERS MARKET – TERMS AND CONDITIONS – January 2023

### 1. Preamble

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These General Terms & Conditions must be read in conjunction with all other documents supplied in The Market Co. GC's (TMCGC) Booking confirmation. These include, but are not limited to, Contingency Plans for Hazardous Weather, a COVID-19 CovidSafe update, Emergency Evacuation Management plan and Traffic Management..

All applicants must submit an Application Form prior to trading, whether purchasing or taking over the business of an existing Stallholder or applying for a new business. By submitting an Application Form and paying the non-refundable payment of two weeks' Stall Fees (Bond) and any other application fees required by TMCGC, Stallholders agree to be bound by these General Terms and Conditions (which includes any other terms, conditions, policies and procedures set out in any document contained in the Booking confirmation).

All Stallholders, including Stallholders who have an Approval to Operate at TMCGC Markets prior to the date of these Terms and Conditions, agree to be bound by these General Terms and Conditions 2023. The General Terms and Conditions may be amended by TMCGC, from time to time, at its discretion. TMCGC will ensure that Stallholders are provided with a copy of any amendments to these General Terms and Conditions.

Stallholders may have previously been provided with earlier versions of this document produced by The Market Co. GC Pty Ltd (TMCGC), Your Local Markets Pty Ltd (YLM) or Queensland Farmers' Markets (QFM). For the avoidance of any doubt, these General Terms and Conditions supersede those terms.

Stallholders acknowledge that they may also be subject to further terms and conditions specific to a Market and will be notified of such specific terms and conditions prior to the event.

If a Stallholder is found to be in breach of these General Terms and Conditions TMCGC may, without warning, elect to immediately withdraw the Stallholder's Approval to Operate.

### 2. Attendance Markets

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Stallholders agree to operate at one Market (or more, if attending more) for at least thirteen (13) consecutive weeks (Initial Term). See 38. Termination – Early for further information.

TMCGC operates Markets on a permanent basis throughout the entire year, rain, hail or shine. It is the responsibility of the Stallholder to attend every regular, special or one-off Market and pay the relevant site fee, whether attending, or not. In the event that a Stallholder is not able to attend a Market for whatever reason, including but not limited to holidays, business trips, illness, injury, motor vehicle breakdown, strong winds and/or rain, floods, or any other unexpected event or emergency, they will still be obliged to pay the requisite Stall Fees. This rule ensures the continued loyalty of our customers and the ongoing successful operation of the Markets.

Stallholders acknowledge that is not TMCGC's responsibility if, for any reason, a stallholder is unable, or does not wish, to attend a market on Market Day.

### 3. Competitive Markets

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Stallholders acknowledge that:-

- (a) TMCGC invests significant time and monies in establishing and growing their Markets for the benefit of both TMCGC and its Stallholders; and
- (b) in order to protect TMCGC's business interest in relation to its Markets and to ensure that the goodwill built and work undertaken by TMCGC in establishing and growing its Markets are not appropriated by, or lost to, any third party, it is reasonable and necessary for the Stallholders to agree to provide the undertaking in clause (c) below;
- (c) Stallholders undertake:-
  - (i) That they will not trade at another market operated by a competitor of TMCGC or an entity that is not associated with TMCGC within 2kms of any of TMCGC's Markets whilst this remains in place, without the express written consent of TMCGC; and
  - (ii) for a period of 6 months following the Stallholder ceasing to operate at any one specific Market location (for whatever reason, including TMCGC ceasing to hold a license to operate a Market at the Stall Site), it will not enter into an agreement with another entity which is not associated



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with TMCGC, or is a competitor of TMCGC, to trade at a market at the same location at which TMCGC was previously operating its Market, without obtaining the prior written consent of TMCGC.

#### **4. Compliance with Statutes, Regulations, etc.**

Stallholders must:

- a) Ensure that their business is registered in accordance with all relevant State Government and local Council regulations.
- b) Punctually comply with and observe all Statutes and all orders, ordinances and regulations relating to the Markets and to their activities at the Market.
- c) Not do or omit to do any act or thing whereby TMCGC may become liable to pay any penalty or bear any expenses incurred under any statute, ordinance, regulation, by-law, order, requirement, or notice.
- d) Be equipped with a fire blanket and fire extinguisher at any Market.

#### **5. Contingency Plans for Hazardous Weather**

Stallholders agree to read and comply with the terms of the **Contingency Plans for Hazardous Weather** document included in the booking confirmation.

#### **6. Covid-19**

Stallholders agree that they will read and comply with any policies, procedures and update details sent to stallholders from time to time as regulations change.

#### **7. Dogs**

City of Gold Coast's health regulations state that dogs are not permitted in areas where food is prepared or stored.

#### **8. Electrical Equipment**

No Stallholder can use electrical equipment of any kind that has not been tested by a qualified electrician and has a current tag attached. All power leads should be heavy duty construction standard and must have a circuit breaker. Double adaptors are not permitted for commercial usage. A copy of your electrician's Detailed Latest Test Results Report must also be available for inspection at all times. Stallholders will be required to remove instantly from a Market any equipment with out-of-date testing and tagging displayed.

Stallholders are not permitted to plug in their power cords, rearrange power cords or remove power cords from power boards provided for stallholders' use. This can only be carried out by TMCGC staff member.

#### **9. Eligibility Criteria**

TMCGC is committed to bringing premium quality, fresh produce and gourmet foods to consumers in public spaces within Australia. TMCGC will give preference to the following types of Stallholders:

- (a) Queensland and northern N.S.W. farmers and producers
- (b) Organic, Biodynamic and Spray free primary producers
- (c) Producers who grow, make or produce the food themselves within a 200km radius of the Market
- (d) Artisans who make authentic exciting products
- (e) Producers who follow sustainable farming practices; and
- (f) Farmers or Producers who commit to attend every Market on a permanent basis.

TMCGC strives to have a diverse and rich mix of Stallholders on each Market Day. The number of producers selling one kind or type of product will be at the sole discretion of TMCGC.

TMCGC will retain the right, in its sole discretion, to refuse Stallholders and/or their staff, agents, or contractors, entry to its Markets and need not provide reasons for such refusal.



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TMCGC reserves the right, in its sole discretion, to withdraw a Stallholders' Approval to Operate, at any time and for any reason. Stallholders acknowledge and agree that TMCGC is not liable to a Stallholder in relation to any loss or damage a Stallholder may suffer as a result of TMCGC's decision to withdraw a Stallholder's Approval to Operate.

### **10. Emergency Evacuation Management Plan**

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Stallholders agree that they will read and comply with the terms of the **Emergency Evacuation Management Plan** document included in the Booking confirmation.

### **11. Equipment**

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Unless the use of certain equipment is specified by TMCGC, Stallholders must use their own judgement about what equipment is required for the selling of their produce or products.

TMCGC does not supply equipment to the Stallholders. Stallholders will need to bring everything required, including but not limited to coloured gazebos (preferably not blue), trolleys, gazebo metal or cement weights, ropes, tarpaulins, tables, fitted black or hessian tablecloths that reach to the ground, stools (never chairs) and display equipment. And, don't forget the float!

Gazebos must be adequately weighted down with 15kg metal or cement weights on all legs at all times for work, health and safety reasons. When severe weather is forecast 30kg metal or cement weights must be used on all gazebo legs. TMCGC staff will inspect Stallholders' gazebos to ensure weights are being used appropriately. Weights are mandatory and must be used at every Market. Failure to provide weights for whatever reason will result in management requiring the stallholder to dismantle the gazebo or gazebos immediately. Work health and safety and public liability laws apply at all our Farmers' Markets.

a) Stallholders agree and acknowledge that they are restricted to their Stall Site.

b) They must comply with all relevant state and federal laws, including but not limited to relevant Occupational Work Health and Safety laws

c) No produce, materials or other items (such as sandwich boards, signs, banners, flags) can be placed in the aisles or on the ground in front of or behind the stalls

d) TMCGC may give direction on where the Stallholder must place their equipment or signage; and

e) TMCGC may require Stallholders to remove dangerous, faulty or unsightly equipment.

f) It is the responsibility of all stallholders to protect their products and should, at all times, have the necessary equipment to do so (e.g. additional shade gazebos, shade umbrellas, or sides for gazebos to protect against sun, wind and rain).

g) In a food preparation area, suitable safe ground cover must be used to guard against oil or other ingredients' spillages. TMCGC will not be liable to Stallholders for damaged or broken stock, however caused. TMCGC has a limited number of gazebos sometimes available for hire but cannot guarantee their availability.

h) Gas Bottle Safety – where food stalls have gas bottles onsite – please ensure it is connected to an appliance even when not in use or stored away for any food stalls. LPG Safety checklist should be completed by the stallholder and available for inspection.

### **12. Exclusivity**

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No Stallholder is guaranteed exclusivity for their products at any Market unless they have specifically negotiated such exclusivity with TMCGC. However, a Stallholder who does not grow specific items of produce may be asked by TMCGC to remove these items from sale if the grower of that produce attends our Markets.



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### **13. Extraordinary charges, fees and other costs**

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Should TMCGC incur any extraordinary costs, expenses or other charges (Additional Charges) as a result of a Stallholder's activity at a Market, TMCGC will be entitled to be reimbursed for such costs, within a reasonable time frame, and may, at its discretion, invoice the Stallholder for those costs. Example of such additional costs may include (but is not limited to) costs of maintenance of TMCGC equipment, extraordinary cleaning charges, contract electrical charges from the use of your faulty equipment or any other outlay reasonably incurred by TMCGC in relation to one or more Stallholders.

### **14. Extreme Heat During Summer Months**

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Given that our summer temperatures are likely to increase as the climate changes and with summers also lengthening, all stallholders and staff must take particular care during very hot days. Please ensure hats, protective clothing and drinking water are always available and, if necessary, bring a fan for personal cooling.

If a Stallholder and/or staff or representatives have a pre-existing medical condition that could be exacerbated by the heat, it is the Stallholder's sole responsibility for ensuring that it is safe to attend and operate the stall at the Market.

### **15. Food preparation for sale to the public**

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Stallholders selling ready to eat foods or offering samples to the public will require a Temporary Food Stall License from City of Gold Coast for the operation of their business at our Markets. The Health Department City of Gold Coast must be contacted to ascertain whether this license is applicable. If required, it is essential that the Stallholder complies strictly with the terms of their Temporary Food Stall License and a copy of this License must be kept at the stall site at all times for Council inspection.

In addition, Stallholders handling ready to eat foods must undertake a 2-day Food Safety Supervisor's Course at TAFE or online and if requested by TMCGC, must produce proof of completion of the course.

If TMCGC reasonably believes that a Stallholder is not complying with any laws or requirements regarding the preparation, presentation, or sale of food, then TMCGC may withdraw the Stallholder's Approval to Operate at a Market.

### **Some handy links for you below:**

*Specific licensing application information:*  
<http://www.lgtoolbox.qld.gov.au/GoldCoastCC/EH/FoodBusinessTemporary/Pages/HowToApply.aspx>

*Operator education:*  
<http://www.lgtoolbox.qld.gov.au/GoldCoastCC/EH/FoodBusinessTemporary/Pages/ToolsandResources.aspx>

### **16. Force Majeure**

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In the event that TMCGC is unable to operate a Market or Markets, or is otherwise unable to comply with its obligations under this Agreement, as a result of a Force Majeure, or for some other reason outside the control of TMCGC, then TMCGC is not:-

- (a) liable for any costs, damages, or loss incurred by the Stallholder as a result of the delay or cancellation of a Market; or
- (b) required to refund to the Stallholder any Stall Fees or other fees paid to TMCGC in relation to any delayed or cancelled Market.

### **17. Goods for Sale**

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All goods for sale must be approved by TMCGC. Should there be a desire to add or change the mix of products offered for sale, an application must be made in writing to TMCGC. TMCGC reserves the right to specify or refuse approval of certain types of products a Stallholder may wish to sell on any Market Day. Multi-level Marketing (MLM) companies and commercial operations such as retail shops are not permitted to operate at TMCGC Markets.

### **18. Governing Law**

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These Terms and Conditions will be construed in accordance with the laws of Queensland.





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### 19. Inspection of business premises

Current Stallholders and potential Stallholders may have their Business Premises inspected prior to or after attending a Market, provided TMC GC gives the Stallholder reasonable notice of an intention to inspect the Business Premises. If an inspection is carried out, a portion of the shared cost of the inspection, \$99, must be paid at the time of inspection.

TMC GC reserves the right to inspect a farm or establishment at any time to confirm crops and products being or wishing to be sold at the Markets are compliant with Market guidelines. You must submit a map of and directions to your Business Premises together with your Application. If a farm/business is found not to be compliant with these General Terms and Conditions approval to operate at the Markets may be withdrawn.

### 20. Insurance

All Stallholders must have current public and product liability insurance providing a minimum of \$10 million cover. Stallholders must provide evidence of current insurance cover prior to trading at TMC GC's Markets and thereafter upon reasonable request from TMC GC and must have a copy of the Certificate of Currency at any Market at which they operate.

Stallholders must also have current WorkCover Insurance for all employees, if applicable. Stallholders agree that they will otherwise hold any forms of insurance that are reasonable to protect themselves and their property against any loss or damage. TMC GC may request copies of these insurance policies on an annual basis. Failure to provide evidence of current insurance cover will lead to withdrawal of approval to operate at the Markets.

### 21. Labelling truthfully

All labelling must conform to the Queensland Health Department's standards. Assistance is contained in the "Label Buster Guide" available from Queensland Health, however all Stallholders must obtain their own advice in relation to legal requirements. Queensland Health, from time to time, visits the Market to ensure all labelling and packaging conforms to State Regulations.

From 1 July 2018, food to be sold in Australia must be labelled according to the requirements

of the Country of Origin Food Labelling Information Standard 2016. It requires most food suitable for retail sale in Australia to carry country of origin information.

•**Certified Organic, 'in conversion to organic'** and **Biodynamic** labelling can only be used on produce that has been certified by an accredited certification body. Documentation must be maintained to verify the certification status of each product labelled to enable verification of the products so labelled. This will be provided through the certificates for each product claiming to be certified. Current Certificates must be displayed at all times. The Organic certification program can cover both Biodynamic (or BD) certification as well as organic certification.

•**Chemical Free:** A certificate from the Chemical Free Farmers Association must be displayed to provide reassurance to the buying public.

•**Grown by an Organic or Biodynamic Process:** Should you wish to state your products or produce are 'grown organically or Biodynamically' but they are not certified, a sign must be displayed detailing the growing processes used.

### 22. Liability and Indemnity

A Stallholder indemnifies TMC GC against all claims, damages, costs, or expenses which TMC GC may sustain or incur or for which TMC GC may become liable as a result of:

(a) loss, damage, or injury from any cause to property or person at a Market occasioned or contributed to by the neglect or failure of the Stallholder or any servant, agent, or invitee to perform any of the conditions of this agreement

(b) loss, damage, or injury from any cause to property or person caused or contributed to by the Stallholder, or any servant, agent, licensee, invitee arising out of the activities of the Stallholder at a Market; and



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(c) any personal injury sustained by any person in or about the Stallholder's Stall Site resulting from any cause whatsoever.

Stallholder agrees that they attend and trade at a Market at their own risk. Stallholder agrees that TMCGC will not in any circumstances be liable to the Stallholder for any personal injury or damage to the equipment, merchandise, stock-in-trade, or any other property of any description in the possession of the Stallholder at the Market.

Stallholder agrees that TMCGC will not be liable for any loss of profits resulting from the damage even if the damage occurs by reason of any act or omission by TMCGC, its employees or agents.

### **23. Parking**

Stallholders and their staff must park their vehicles where directed by TMCGC. Stallholders must continue to remind staff, new and old, of their obligation to only park in the car park provided for them. All other car parking spaces must only be used by visitors to the Market.

Parking illegally, or in spaces reserved for the public visiting the Markets or hindering the normal flow of traffic in and around each Market site could jeopardise the continuing operation of the Markets and is not permitted. Any Stallholder or staff member found to be parking contrary to TMCGC's directions will be deemed to be in breach of these General Terms and Conditions and TMCGC may terminate its agreement with the Stallholder immediately.

Stallholders remain liable for any parking infringement notices, damage to vehicles or related issues regarding parking of their vehicles.

### **24. Payment for stall site and other fees**

In addition to your weekly Stall Fees, a bond of two weeks' Stall Fees is immediately due and payable once a Stallholder has received approval to attend. TMCGC requires pre-payment of site fees each week and payment must be in TMCGC's bank account no later than Tuesday 5pm prior to each Market. If payment is not received at this time, there will be an additional \$25 service fee charged. Stall fees

are to be paid by electronic funds transfer. TMCGC does not accept credit card payments.

Stall fees are payable for each Market, by each Stallholder. If a Stallholder, for whatever reason, does not attend a Market the Stall Fee for that Market must still be paid. Refusal to pay a Stall Fee (or any other fees owing to TMCGC under this agreement) will lead to the withdrawal of the Approval to Operate at the Markets and your Stall Site will be re-allocated to an applicant on the waiting list.

### **25. Plastics – Bags, Containers, Utensils**

On 1 January 2017 our Farmers' Markets banned the use of single-use plastic, epi, degradable, biodegradable and compostable bags. Plastic produce netting and clear plastic bags for displaying produce are also not permitted to be used. Reusable jute market bags are on sale for customers at the Management site near the newspapers' stand. Customers are encouraged to bring their own shopping bags.

As there are no commercial compostable facilities on the Gold Coast the use of compostable bags is also not permitted. They require oxygen and 70°C to start the process and they won't compost in the ocean. As well as biodegradable bags, these compostable bags end up breaking down into micro plastics in our landfills and waterways.

Stallholders should provide paper bags for produce, such as beans, snow peas, tomatoes etc. Stallholders' goods should not be bagged into plastic bags for sale to the public.

Any food and drinks sold by a Stallholder should be given to customers in responsibly sourced paper, or beneficial bioplastic made from plant-based resins derived from plant starch such as tapioca and corn or sweet sugarcane pulp (bagasse) containers and plates. Eating utensils, serviettes, stirrers and drinking straws must be single use and manufactured from plant material.

### **26. Power**

Electricity, if available, will be provided for an additional cost. Electricity is only available for the purpose approved and will be subject to availability at some Markets. Stallholders acknowledge that TMCGC provides no



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warranty as to the availability of electricity at any specific Market and Stallholders will not be entitled to any refund or compensation due to any issues relating to the supply of electricity.

TMCGC does not provide any equipment for Stallholders to connect to the electricity. Stallholders may only use power leads and electrical equipment that are safe, comply with Occupational Health and Safety requirements, and are tested and tagged. TMCGC reserves the right to inspect electrical equipment and cables at any time. Stallholders will be asked to remove immediately equipment from a Market in circumstances where the equipment is untagged or tagged out of date, or in circumstances where Stallholders cannot produce a Detailed Latest Test Results Report upon request.

Electric power leads must be heavy duty construction standard, connected to TMCGC provided power boards or wall power outlets and used with due consideration so they do not impede the safe public walkways for members of the public.

Stallholders are not permitted to plug in their power cords, rearrange power cords or remove power cords from power boards provided for stallholders' use. This can only be carried out by TMCGC staff members.

### **27. Promotion**

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TMCGC reserves the right to advertise or promote Stallholders in connection with TMCGC and the Stallholder provides its irrevocable consent to TMCGC taking and using photos and/or videos which may contain images of Stallholders and/or their produce.

### **28. Refunds and Credits**

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Stallholders agree and acknowledge that:

- (a) Stall Fees are not refundable whether they have attended a Market, or not
- (b) Credits and refunds will not be issued due to bad weather on Market days. TMCGC operates its Markets regardless of the weather; and

(c) Refunds or credits will not be issued relating to the Force Majeure clause contained herein.

### **29. Rubbish, Waste and Recycling**

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In all instances, rubbish and waste (whether liquid or solid) must be taken away at the end of each Market. No rubbish can be placed in the wheelie bins provided for the public's use.

No waste of any sort should be placed in any large industrial waste bins used by the landowner. No liquids of any sort or oils can be tipped down drains or sinks.

The Stall Site must be left in the condition it was found. Should a Stallholder not make good their site at the end of any Market Day, TMCGC reserves the right to charge Stallholders a Cleaning Fee and/or withdraw the Stallholder's Approval to Operate.

### **30. Scales**

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Each Stallholder, where required, must provide scales of demonstrable accuracy. Fair Trading Qld Weights & Measures Division visits the Markets from time to time to test the accuracy of your scales.

### **31. Selling your business**

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Should you wish to sell your business at any time you must advise TMCGC Management prior to the completion of the sale. TMCGC will investigate the proposed purchasers to ensure they are fit and proper to trade at our Markets. When TMCGC's approval is given (in a timely fashion) it is important that all details of the new owners, contained in a new Application Form completed by them, including their public liability insurance, is forwarded to TMCGC prior to the proposed new owners commencing trading at TMCGC's Markets. TMCGC will provide written confirmation of their acceptance into our markets. TMCGC reserves the right to withdraw any Approval to Operate in circumstances where the business is transferred to a new owner.

### **32. Severance**

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If any clause in these Terms and Conditions is, for any reason, considered or found by a court of competent jurisdiction or any competent



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government authority to be invalid, illegal or unenforceable, that term is to be severed from the remainder of the terms of these Terms and Conditions and will be deemed never to have been part of these Terms and Conditions. The remainder of the terms will remain in full force and effect.

### **33. Social Media**

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It is strongly advised that all Stallholders have business Facebook and Instagram pages. Any business not engaging with technology and social media will have major problems surviving in the future.

### **34. Stall Requirements**

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All Stallholders must use gazebos and/or trestle tables and will be subject to local food legislation and regulations.

Trestle tables must be covered with fitted black polyester or hessian fabric that reaches the ground on all sides and produce for sale must be displayed in a visually attractive way. All products must have prices prominently displayed.

If a stall is on bitumen or another hard surface such as a netball or basketball court and you are preparing hot foods which are likely to cause oil stains or other damage to the surface, it is the responsibility of the stallholder to ensure that there is a suitable and safe ground cover in the stall and that the site is left in a clean state on completion of the market.

### **35. Stallholder Sites**

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Stallholders obtain **no right, title or interest in the Stall Site** and cannot transfer or otherwise deal with a Stall Site. This applies irrespective of the tenure of a Stallholder or any advance payment made. Stallholders acknowledge and agree that TMCGC may move Stallholders at any time to different site on different Market Days.

### **36. Standards of presentation and behaviour**

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Stallholders and their staff who attend and sell at the Markets must have a solid understanding of the produce/product offered for sale.

Stalls must offer an abundance of produce that will satisfy customers until closing time. If sufficient stock cannot be provided at every Market, then permission to attend may be withdrawn. Where permitted by health regulations, Stallholders are encouraged to offer samples to customers.

All products offered for sale must be clearly marked with a price.

Stallholders must be clean and neatly presented, preferably wearing a uniform or consistently coloured shirts if there is more than one person selling at each stall. Shoes must be worn at all times.

Stallholders and staff must not smoke within the Market precincts and car parks.

If for some reason, such as a medical condition, Stallholders must sit during a Market, only elevated stools are permitted as this will encourage interaction with the public. Low chairs are not permitted.

Stallholders should not wear earphones, talk on a mobile phone, text, Facebook, Instagram, Twitter or use other devices whilst manning a stall, apart from when posting on your Facebook or Instagram pages or like or sharing posts from the Markets' pages. Looking down at a screen does not encourage any interaction with a prospective customer and could lead to the failure of a business to thrive.

Stallholders must be polite and well-mannered to TMCGC Management, other Stallholders, staff and customers at all times. Stallholders must comply with all TMCGC's directions at all times. Friendliness, smiling and using customers' names is strongly encouraged!

### **37. Term**

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These General Terms and Conditions continue to apply to the Stallholder whilstsoever the Stallholder continues to operate at any Market of TMCGC. Furthermore, the Stallholder acknowledges and agrees that the undertaking in clause 3(c)(ii) will continue to bind the Stallholder after the Stallholder ceases to operate at the Market.

All amounts owing by the Stallholder to TMCGC at the time the Stallholder ceases to operate at the Market will become immediately due and payable to TMCGC.





### **38. Termination – Early**

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After the Initial Term of thirteen (13) weeks, two (2) weeks' written notice must be given to TMCGC should Stallholders wish to leave the Market. The Bond will be applied to the last two weeks' stall fees i.e. weeks 14 and 15. Should Stallholders:

- (a) not attend for the entire Initial Term;  
or
- (b) not provide two (2) weeks' written notice

the Bond is not refundable or to be applied as credit and will be forfeited.

### **39. Trading Times**

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Times are subject to change at any time. However, TMCGC will use reasonable endeavours to provide as much notice as possible of any change in trading times and will publish trading times of its Markets on its Website, Facebook pages and Instagram.

**Palm Beach Farmers' Market** - Palm Beach-Currumbin High School, Thrower Drive, Palm Beach - Saturday 6am - 11:30am.

- You may commence set up no earlier than 3.30am or as directed by TMCGC.
- Vehicles may enter and depart the Market precincts at no more than 4kms/hr with hazard lights flashing to unload and pack up at your Stall Site.
- If directed by TMCGC, your vehicle(s) must be removed from the Market precinct at least one hour prior to the commencement time and parked in the Stallholders' car park.
- There must be no vehicle movement on the Market Site until at least 30 minutes after the end of the Market and only then when most of the customers have departed the site and TMCGC gives permission to depart (always with due consideration of those customers still in attendance and those Stallholders still packing up their sites).

Stallholders are not permitted to pack up and leave the Stall Site because of rain or any other weather conditions without the consent of TMCGC or from a Market Manager. If Stallholders sell out of product prior to the Market closing time they are not permitted to pack up and leave early without the express consent of TMCGC. The gazebo must not be dismantled, and a prominent sign should be displayed, similar to **'SORRY - (Stallholder's name and the products being sold) SOLD OUT! We look forward to seeing you next week.'**

### **40. Traffic Management**

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Stallholders agree that they will read and comply with the terms of the **Traffic Management Plan – Bump in Bump out** document included in the Booking confirmation.

### **41. Unacceptable behaviour**

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Rudeness, ignoring the instructions of TMCGC or any anti-social behaviour, whether in person, by phone, by email or social media, will be considered a breach of these General Terms and Conditions. Such behaviour will not be tolerated and may result in the immediate ejection from a Market with no refunds or credits applying. TMCGC retains the right to refuse entry to a Market to any Stallholder acting in this manner.

Offensive language and aggressive behaviour towards other stallholders, their staff, Market Management or customers in general is grounds for instant withdrawal of approval to attend TMCGC's markets. Also, major disruption and damage to the Markets' and TMCGC's reputation can be caused by a stallholder discussing with other stallholders and customers any perceived grievances they may have. Any issues or concerns should be immediately brought to the attention of Market Management.

Again, should this behaviour be notified to Market Management it may lead to withdrawal of approval to attend TMCGC's Markets.

Stallholders must never criticise TMCGC, or a fellow trader, either to the public or other Stallholders. Stallholders must never comment negatively to customers or other Stallholders



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about the produce or products being sold or displayed by other Stallholders. Again, any disputes must be brought to the attention of market management or staff.

### **42. Waiting Lists**

When all available sites for producers in the same class, or those preferred by TMCGC (for example, organic or sustainably farmed produce) have been allocated, applicants in these classes wishing to participate in a Market Day will be placed on a waiting list. Producers on the waiting list will be invited to attend a Market Day as soon as a site becomes available. However TMCGC makes no warranties or representations about how long it will take, if at all, for a producer to secure a site at a Market Day. TMCGC reserves the right to prioritise Stallholders on the waiting list in any way it deems fit.

### **43. Weather – Extreme Heat**

Given that our summer temperatures are likely to increase as the climate changes and with summers also lengthening, all stallholders and staff must take particular care during very hot days. Please ensure hats, protective clothing and drinking water are always available and, if necessary, bring a fan for personal cooling.

If a Stallholder and/or staff or representatives have a pre-existing medical condition that could be exacerbated by the heat, it is the Stallholder's sole responsibility for ensuring that it is safe to attend and operate the stall at the Market.

### **44. Weather – Protection for Customers**

It has been proven that Stallholders who provide weather/shade protection (an additional gazebo) at the front of their stall always acquire additional income during times of either very hot or very wet weather. When asked, customers say they much prefer to wait to be served under cover and will pick out those stallholders in preference to those not providing weather protection. And with climate change giving us more extremes of hot and wet weather the stallholders providing this additional protection will always do better than those who don't. It is strongly recommended that wherever possible all stallholders provide this additional weather protection.

### **45. Weather – Wet / Windy / Cyclonic**

The Market is conducted in the open air and will operate in varying weather conditions. It is the responsibility of all stallholders to bring their own covers, weights to hold down equipment and other equipment for the purpose of protection against adverse weather conditions. Our Markets are promoted and advertised as operating "rain, hail or shine" so inclement weather is no excuse for your non-attendance or packing up and leaving the market early.

Should a Market be cancelled, because of cyclonic conditions, no credits or refunds are issued. Please do not apply for a stall unless you are prepared to take the risk on weather.

### **Definitions**

In these Terms and Conditions, the following terms have the following meanings:

**"Approval to Operate"** means the approval given to an applicant to operate a stall at the Markets on an ongoing basis, pursuant to the terms of these Terms and Conditions.

**"Bond"** means the payment to TMCGC of two weeks' Stall Fees prior to starting at a Market, whether purchasing or taking over the business of an existing stallholder or applying for a new business.

**"Business Premises"** means the farm, establishment or premises from which a stallholder ordinarily operates a business from or produces products.

**"Distributor"** means anyone who accesses additional produce from producers in their district or from producers with whom they have a long-standing or on-going business relationship.

**"Force Majeure"** means any unforeseen or unavoidable event or incident including but not limited to war, riot, fire, flood, hurricane, cyclone, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, pandemic or virus, an act of local governments or instrumentalities, state or governmental action prohibiting or impeding any party from performing its respective obligations under these General Terms and Conditions.



## PALM BEACH FARMERS MARKET – TERMS AND CONDITIONS – January 2023

**"Initial Term"** means thirteen (13) consecutive weeks.

**"Markets"** means any one-off, special or regular Fine Food & Farmers' Market, Farmers' Market, Growers' Market, Produce Market, Artisans' Market, Makers' Market, Fashion Market, Global Food Market, World Food Market, Night Bites Market, Bundall Farmers' Market, Palm Beach Farmers' Market, Miami Farmers' Market operated by TMCGC. A "one-off" or "special" Market may be staged on a different day to the usual Saturday or Sunday Market day, (and individually a 'Market')

**"Market Day"** means any date on which one of our Markets operates.

**"Producer"** means farmers, primary producers, home gardeners, gourmet food products and artisan suppliers who grow and produce their own products.

**"Reseller"** means purchasing of product from another Market, wholesaler or wholesale distribution centre for resale on Market Day. This is strictly prohibited without the prior written approval of TMCGC.

**"Stallholders"** means any individual or corporate entity (including their employees, representatives, contractors and agents) that has an Approval to Operate at any Market, whether or not they are a stallholder prior to or following the date of these Terms and Conditions, (and individually a 'Stallholder').

**"Stall Fees"** means the fees charged to a Stallholder for securing a Stall Site at a Market.

**"Stall Site"** means the site, assigned to a Stallholder, where the Stallholder operates its stall at a Market.

**"TMCGC"** means The Market Co. GC Pty Limited, YLM Gold Coast Pty Limited, Your Local Markets Pty Limited, Queensland Farmers Markets Pty Limited, My Local Markets Pty Limited and includes trading names such as Farmers Markets Australia, Bundall Farmers' Markets, Palm Beach Farmers' Markets, Miami Farmers' Market, Night Bites Market and includes all employees, agents, contractors engaged in the business of TMGCC.

### ACKNOWLEDGEMENT OF COUNTRY

The Market Co. GC respectfully acknowledges the traditional custodians and owners of the land on which our Farmers' Markets are located in south-east Queensland and recognizes their continuing connection to land, waters and community. We pay our respects to them and their culture and to Elders both past, present and emerging. Always was, always will be.