

Terrigal Beach Markets

Terms and Conditions

Terrigal Beach Market aims to provide a safe environment for members of the community during its events. It also aims to provide events that follow Gosford Council's waste wise guidelines for the benefit of the environment.

By submitting your application you are also agreeing to comply with the terms and conditions of the event.

Please read these terms and conditions carefully. These terms and conditions form part of your agreement with Terrigal Beach Markets.

If you fail to comply with the following regulations you will be required to forfeit your stall allocation with no refund.

Terrigal Beach Market is referred to in these terms and conditions as "*the event*".

In the event of hazardous weather warning being published on the BOM website or other extenuating circumstances, Terrigal Beach Markets may declare the event to be cancelled. If this occurs then 50% of monies will be transferred to the next market but only if the market is called off prior to set up. Please note if Terrigal Beach Market declares the market open and the market is set up and stallholders commence trading the fee will not be transferred to another market date nor refunded. If stallholders give less than 7 days notice of non attendance site fees are still payable.

Stall sizes:

- Stall sizes are 3m x 3m gazebo sites and 2m x 2m table sites only. Please Note: - Terrigal Beach Market does not have any equipment for hire.
- No stallholder will be permitted to have any trailers, vehicles or other structures next to their allocated stall unless approved by the Market Manager. Free parking is available just off Wilson Road next to Terrigal Bowling Club.
- PLEASE NOTE: There is to be NO PEGGING down of your stalls. ONLY sandbags to be used for ALL stalls.

Stall Operation:

- Stallholder bookings are only open to businesses that trade in products that have been approved by Terrigal Beach Markets. Additional products for sale must be approved by the market manager prior to it being displayed for sale.
- Stallholders must be ready to trade by 9am sharp.
- Stallholders must trade until 3pm and must have vacated the site by 4pm.
- Stallholders must bring with them their own equipment, including gazebos, tables, table coverings, chairs, signage, etc.
- All stallholders are responsible for cleaning up and making good any area they use for trading, including its vicinity. All rubbish is to be removed by the stallholder.
- No stall shall be set up in such a way to create a danger to any person.

- All stallholders must trade from within their stall and are not permitted to set up outside of their stall to display products or signage or to hand out materials. Stallholders and their staff must comply with the instruction of council employees and contractors regarding the location they are to occupy and use of their site.

Stallholder bookings are open to businesses that trade in products that have been approved by Terrigal Beach Market.

Terrigal Beach Markets are open to small businesses selling unique, hand-made or niche products. Commercial businesses with general products and services would not fall into this category, although Terrigal Beach Market will consider sponsorship agreements that involve a presence by the sponsor at the relevant event. Where a stall-holder has additional products for sale, these must be approved by the market manager prior to them being displayed for sale

- Stall Placement: Stall positions are allocated at the discretion of Terrigal Beach Market.
- Terrigal Beach Market reserves the right to refuse any stall application and to terminate a stallholder's participation at any time.

Site Access:

- Access to the site will be strictly between 6am and 8am on the day of the market. You are permitted to deliver equipment to your designated stall via Terrigal Esplanade. All stall holder vehicles must be removed from Terrigal Esplanade by 8.30am. Vehicles will be permitted back on Terrigal Esplanade street to enable stallholders to pack up from 2.00pm, at the discretion of council staff.

Sub-leasing:

- Under no circumstances are you permitted to sub-lease your site.

Public Liability Insurance:

- All stalls participating in the event must supply a current copy of their public liability Insurance to the market manager prior to the event. Terrigal Beach Market does not provide insurance for stallholders.
- No applications will be approved without the necessary insurance.
- Stall holders who have not provided their necessary insurance will not be allowed entry to the event under any circumstances.
- The exhibitor will be liable for any damage to property or person caused by any act or omission on the part of the exhibitor whilst on site. The exhibitor unconditionally and irrevocably indemnifies the event organiser against any and all damages and losses to persons or property, and all costs and expenses which are incurred by or claimed from the event in relation to the stall holders conduct of the stall at the event.

Payment:

Approved stall holders will be invoiced and payment must be received prior to each market.

Non attendance by stallholders on the day of the market without previous notice to the market manager, at least by 7 days prior to the Saturday market are still required to pay the full fee .

Waste and the Environment:

Bins are provided onsite for members of the general public only. All stallholders are required to remove their own rubbish off site.

Weather

The Market may operate in varying weather conditions and a Stallholder bears the risk of inclement weather conditions.

The Stallholder is responsible for the supply of covers and other equipment for the purpose of protection in inclement weather conditions.

If the Market proceeds in inclement weather conditions, it is solely at a Stallholder's discretion as to whether the Stallholder will set up, commence, continue trading, cease trading, or pack up on the day. Terrigal Beach Market is not liable for any loss, damage or injury whatsoever resulting from inclement weather conditions or any decision in relation to the continuation or cessation of trade during inclement weather conditions.

OHS

All stallholders are expected to abide by all safety regulations and requirements to ensure that the event is a safe and OH&S compliant event. You are responsible for the OH&S training of yourself and your staff who are present at the event.

The event organiser reserve the right to ask any party to leave or cease trading at the event where we deem activities to be offensive, dangerous, disruptive or non-compliant with the terms and conditions, Council's Regulations and / or Health Authorities Regulations

Food Vendors

Stall holders must Comply with the Council / local government / licensing requirements. Stall holders must comply with all State and Commonwealth laws and regulations applicable to the class of product being sold or services being provided

Comply with NSW Food Authority 'The Guidelines for Food Businesses at Temporary Events document'.

Download a copy at

http://www.foodauthority.nsw.gov.au/_Documents/retail/temp_events_guideline.pdf

Must adhere to NSW food service and hygiene standards, including (but not limited to) handwashing facilities, temperature control, cleanliness and labelling.

In relation to cleaning, sanitising and handwashing please note that each food site should have; a sealed container of potable water (minimum capacity 10 litres) with a tap and suitable bowls or containers for cleaning, sanitising and hand washing. Clean towels and detergent must also be provided. A suitable sanitising agent for sanitising food handling implements and food contact surfaces. A garbage bin with a tight fitting lid for solid waste.

Understand labelling requirements, ie anything containing royal jelly must be disclosed; and the presence of other allergenic foods (listed on page 16 of the Guidelines for Food Businesses at Temporary Events) must be displayed on or near the food or declared to the purchaser on request.

Must supply a fire extinguisher and fire blanket in any vehicle or stall where cooking or heating processes take place.

Food service standards require a marquee with three sides and a floor. The Marquee must be adequately weighted to prevent movement in windy conditions.

Power: All power leads need to be tagged + tested in accordance with AS3760