

TWILIGHT MARKET - BOOKING FORM

<u>SITE</u>	<u>PRICE</u>	<u>ELECTRICITY</u>
3m x 3m	\$15.00	No Power
3m x 3m	\$20.00	Power

Business Name: _____
Contact Person: _____
Address: _____
Phone: _____
Email: _____
Website: _____
Signature: _____

Payments can be made by:

Direct Deposit

**Two eight two eight inc.
Acc. No. 39115 6980
BSB. 082 170**

*please use your booking name as the reference

Cheque

**Two eight two eight
28 Bourbah Street
Gulargambone NSW 2828**

Please return this form by 15th April 2016 along with a copy of your Public Liability Insurance (min. \$10M coverage) and payment to secure your site.

For more information, please contact:

**Dannielle Kirkwood
Coonamble Shire Council
Ph: (02) 6827 1981
Email: tourism@coonambleshire.nsw.gov.au**

MARKET STALL TERMS & CONDITIONS

BUMP IN/BUMP OUT: Market stall set up must be completed by 3.45pm and pack up must be completed by 9.30pm.

ATTENDANCE & WEATHER CONDITIONS: Our markets are weather specific markets due to being outdoors and will only operate in fine weather. In the event of rain, hail or a wind storm the market stalls will be cancelled. It is the stallholders responsibility to ensure that their product is protected at all times and that they have all the necessary equipment on hand to do protect their products should unforeseen circumstances occur (i.e. gazebo sides, weights to secure gazebo etc). Two eight two eight shall not be liable for loss or damage to stock and/or equipment however caused.

FEE: Stall fees are payable by 10th April 2016. Failure to pay the site fee will result in the stall being cancelled and allocated to someone else. Refunds will not be issued for bad weather on the market day. Stall fees are not refundable or transferable. Should a stallholder choose not to attend a market for whatever reason the market site fee must be paid whether the stallholder is in attendance or not. It is not the responsibility of two eight two eight if for any reason a stallholder is unable to or does not wish to attend on the day. In the event that the market is cancelled by two eight two eight, no fees apply.

EARLY DEPARTURES: In the best interest of the market and as a courtesy to fellow traders, early departures will not be permitted. Marquees are to remain erected until close of market trade at 8.00pm. 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.

VEHICLE MOVEMENT: No vehicle movement is permitted within the market precinct during market trade hours (4.00pm - 8.00pm).

STALLHOLDER VEHICLE PARKING: Stallholders and their staff must park vehicles where directed on the day.

RUBBISH REMOVAL: Stallholders are responsible for the removal of all rubbish and must leave their site clean and clear of all debris. The rule is simple: If you bring it in, you take it home.

FOOD/DRINK: No food or drink may be sold on the market day without the prior approval of two eight two eight.

SALE OF MANUFACTURED FOODS, HOT FOODS, CONSUMABLE GOODS & FOOD PERMITS: It is the stallholders 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.

PRODUCT LABELLING: Packaged goods such as, biscuits, jams, pickles etc and the sale of whole or cut produce and/or fruit & vegetables must be labelled as per legislative guidelines and requirement in accordance with Council, Weights and Measures and Health regulations.

QUALITY OF PRODUCE: All produce sellers are required to assess their products and to ensure that quality goods are sold. In the best interest of our market do not sell poor quality produce.

PRICING OF PRODUCE: Stallholders may set prices as they see appropriate.

PRODUCTS & THE LAW: It is an offence punishable by law to sell stolen, counterfeit or any merchandise that may infringe on any copyright, trademark or design.

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.

EQUIPMENT: Stallholder to supply own equipment and to ensure that they have everything required to operate – gazebo/s, weights/sand-bags, table/s, chairs etc

SITE PRESENTATION & SIGNAGE: Please ensure that your site is well presented, tidy and safe at all times. Tablecloths are to be used and 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.

STALL & PERSONAL SECURITY: Security of a stallholders stock, produce, equipment, cash and personal effects is the responsibility of the stallholder. Two eight two eight assumes no liability for any losses or damages to stock incurred by stallholders.

STALLHOLDERS CONDUCT: Stallholders are expected to act in a professional manner at all times. Two eight two eight will not tolerate any offensive comments or bad behaviour.

PUBLIC LIABILITY INSURANCE: Two eight two eight's Public Liability does not cover stallholders and/or their products. It is the responsibility of all stallholders to ensure that that they are insured for Public Liability, Personal 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.

WEIGHTS/SECURING GAZEBOS: Irrespective of weather conditions, all four gazebo legs must be weighted down with heavy sandbags or with appropriate and secure weights at all times. Where possible heavy duty tent pegs can be used. Note: This is a mandatory requirement irrespective of weather conditions. Umbrellas must also be safely secured with a heavy base and tied to your gazebo where possible. Absolutely no exceptions.

ELECTRICITY & ELECTRICAL EQUIPMENT: Electricity will be provided to stallholders at an additional cost of \$5 per stall. Request for electricity usage must be applied for and is subject to approval and availability. Limits to the number of power points allocated and amperage available applies. Stallholders are to ensure that all 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. Credits and/or refunds will not be given for any electrical supply issues.

PERSONAL DATA: It is the stallholders responsibility to ensure that two eight two eight has current details on file and that contact phone numbers, home address and email address are current.

SMOKING: Due to government health regulations smoking is not permitted in stalls or within the market area.

DOGS/PETS: Due to government/Council health regulations dogs and/or other pets are not permitted in stalls or within the market area.

WHAT CANNOT BE SOLD AT OUR MARKETS: You cannot sell the following at our markets - cats, dogs, birds, fish, livestock, firearms, knives, weapons, inflammables or anything that may be of a dangerous nature.

MARKET 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. Two eight two eight reserves the right to cancel, alter or re-allocate sites to other stallholders.

EXCLUSIVITY: No stallholder is guaranteed exclusivity for their product.

PROMOTIONAL MATERIAL/ADVERTISING: Two eight two eight reserves the right to use stallholder images and/or photos which may contain images of the stallholder and/or their produce for promotional purposes.

GENERAL RULES AND CONDITIONS: Two eight two eight reserves the right to refuse entry to any person and/or trader or to refuse the sale of any item and/or product. The type of goods sold are at the discretion of two eight two eight.

Please sign below to agree to the above terms and conditions:
