



COTTON TREE MARKETS

STALLHOLDER TERMS AND CONDITIONS

Please retain this copy of the terms and conditions for your records. Stallholders of the [Cotton Tree Markets](#) must understand and comply with these terms and conditions.

Trading Hours

Set up will commence at 5.30am for a 7am start. Stallholders who show up early will be asked to wait until directed by the Market Manager. Stallholders who arrive late may not be able to access the market site and must report to the Market Manager for advice.

Pack up will commence at 12 noon and the market site must be vacated and road reopened by 1.00pm.

From October 2018, the stall site fees based on a 3m x 3m site are set as follows:

New Stallholders initial booking \$50 (inc GST) for first week, then Casual fees applies

Casual and Fortnightly Stallholders - \$40.00 (Inc GST) per week.

Regular Stallholders (Weekly) - \$35 (Inc GST) per week .

Casual Stallholders become Regular Stallholders after 10 regular weekly market attendances.

For Regular Stallholders

Stallholders will be required to confirm their attendance at the Sunday market by completing a bank transfer of site fees by no later than 5pm on the Wednesday prior to the market. Site fees must show in Bloomhill's bank account by the Thursday. If site fees are paid after the Wednesday a receipt for the transfer must be emailed to cottontreemarkets@bloomhill.com.au to confirm site fee payment. Bank processing times need to be considered when paying site fees. Receipts will be electronic and emailed to Stallholders.

Regular stallholders are to advise of their non-attendance at a market where possible **by 5pm of the Wednesday** prior to the Sunday market.

For Casuals & New Stallholders

Casuals allocated a site after Wednesday will be required to pay by bank transfer by 5pm Friday prior to the Sunday market. A receipt for the bank transfer as confirmation of site fee payment must be emailed to cottontreemarkets@bloomhill.com.au

Payment of Fees

Site Fees are paid by bank transfer - the details of which are as follows:

Bank of Queensland - BOQ

Account Name: Bloomhill Cancer Care

BSB: 124-081 Account Number: 21891768

IMPORTANT: Reference MUST include Stallholder Bank ID number followed by name / business name.

The failure by a stallholder to pay for or to accept the fee requested by the Market Manager may result in the termination of access to a stall site. *(Bank ID numbers are issued on application approval.)*



Absences after payment of site fees

If after site fee payment has been made Stallholders are unable to attend the market please email or text prior to Sunday a non-attendance advice or for on the day cancellations please text 0409 611 675 and include name in the message. By advising non-attendance **by 5pm Friday** prior to the Sunday market, site fees will be held in credit and transfer to the next market attended.

By advising non-attendance **AFTER** 5pm Friday prior to the Sunday market, site fees will be forfeited.

Absences for Regular Stallholders

Regular stallholder status provides the benefits of having a reduced rate. To retain these benefits regular stallholders must attend all markets but can take up to 6 markets off per year without penalty. Bloomhill will take into consideration exceptional personal circumstances when applying any policy. Calculating absences will be on a calendar basis.

Fee Increases

If a fee increase is considered appropriate a minimum of thirty (30) days' notice will be given to stallholders.

Market Cancellation

Cotton Tree Markets are an all- weather market and are only cancelled in extreme weather. If the market is cancelled on or prior to Saturday (including Saturday night), notification will be via email or text. If cancelled Sunday morning a text message will be sent.

Stall Site Size

One stall site will be an average size of 3m x 3m.

Stall Allocation and Placement

Allocation of a stall site is at the discretion of the Market Manager. The Market Manager will endeavor to provide the same or similar place in the market each week, however no guarantees can be made. Circumstances may arise where changes to places have to be made. Stallholders need to be flexible and accept changes to site layout.



Access and Parking

Stallholders must quickly unload and move vehicles to an approved parking area before stall set up commences. Stallholders must park outside the precinct on Cotton Tree Parade west of Fourth Ave, the library side of Beach Parade or the Bowls Club carpark. No onsite vehicle deliveries will be permitted during the market operation and stallholders cannot bring vehicles back on site until after 12 noon.

If a stallholder does not comply with the access and parking requirements they will be issued a warning and may be refused admittance to the market by the Market Manager.

Street parking for market visitors is provided along Memorial Ave, Sixth & Fourth Ave and Cotton Tree Parade.

Public Liability

All Stallholders are required to hold a public liability insurance policy of not less than **\$20 million dollars**, which endorses their interest in operating an outdoor market. Bloomhill Cancer Care must be noted as an interested party.

Stallholders can either attach a certificate of currency for public liability insurance to their application form or email a copy to the Market Manager. Without appropriate Public Liability Insurance, Stallholders will not be able to operate a stall at the Cotton Tree Market.

Product Criteria and Suitability

Approximately 70% of the market product mix will be allocated to products or services that are 100% artisan products, locally designed and/or made. The remaining 30% of the product mix will be allocated to products or services that may not necessarily be of an artisan nature.

Approved products and services will include but not limited to:

- Locally made / locally designed
- Locally designed but not locally made
- Products with exclusive distribution rights and not available through a commercial outlet
- Incubation and invention
- Significantly reconditioned products
- Collectables of a high quality

Unapproved products and services will include but not limited to:

- Existing retail outlets within the Cotton Tree precinct operating as a market stall
- Poor quality second hand goods including trash and treasure
- Counterfeit goods
- Live animals
- Items covered in the Dangerous Goods Safety Management Act 2001
- Manufactured goods which breach Australian standards



Product Assessment

Bloomhill Cancer Care will assess and determine product/service suitability for the market against the vision, product criteria and any potential conflict with retail outlets.

The determination is final and no correspondence or communication will be entered into.

New products must be presented for approval before inclusion. Any product that has not been approved will be removed from the market until approval has been given.

Bloomhill will endeavor to assess the applications as quickly as possible however assessment may take up to two weeks.

Veto

The Market Manager reserves the right to enter any stall site and remove any signage, picture, poster, written material or any other item considered inappropriate or offensive. The Market Manager may also remove any unapproved products.

Code of Conduct

Stallholders are to represent themselves, their site and the market in a professional, safe and courteous manner and to not engage in behavior that brings the reputation of Bloomhill and the markets in disrepute.

All Bloomhill staff, volunteers and stallholders are required to exhibit professionalism in dealings with Market visitors and in dealing with each other, the community and retailers within the Cotton Tree precinct by:

1. Respecting the law and market guidelines
2. Respecting all persons
3. Acting with honesty and integrity,
4. Presenting a positive and professional image of oneself and the Bloomhill Cotton Tree Markets
5. Having regard for the protection of the environment,
6. Working safely and ensuring the safety and security of others.

Other Code of Conduct requirements include:

Stallholders may not insult or intimidate other stallholders, customers, local retailers, Bloomhill Market staff or volunteers. The following will not be tolerated:

Swearing, insults, hand gestures, yelling, abusive language, intimidation via body language verbal or written threatening body language such as encroaching on personal space, threatening letters

Any of the aforementioned actions may result in cancellation of stall allocation.

Stallholders shall comply with all instructions set by the Market Manager.

2. If a stallholder has an issue with a trader, the stallholder is not to approach the trader directly but communicate through the Market Manager either in person, via email or phone.



Stallholder Compliance

Stallholders who fail to comply with the agreed terms and conditions and code of conduct will be issued one warning letter from Bloomhill. Continued failure to comply will result in a second letter from Bloomhill withdrawing permission to operate a stall at the Cotton Tree Market.

Feedback, Concerns, Complaints:

The Following options are available for stakeholders to provide feedback or register their concerns regarding the markets operations:

1. Complete a feedback form located at the Bloomhill Cotton Tree Marquee and hand it to the Market Manager.
2. Call or text the Market Manager on 0409 611 675
3. Email the Market Manager on cottontreemarkets@bloomhill.com.au
4. Complete a feedback form and post it to Bloomhill Cancer Care, PO Box 319, Buderim QLD 4556.
5. Email to Fundraising & Events Co-ordinator - melissa@bloomhill.com.au
6. Call Bloomhill CTM Fundraising & Events Co-ordinator on (07) 54455794 Monday – Friday 08:30 – 4:00pm

A Bloomhill representative will take the details of your concerns, complaints or feedback and will provide a response within 72 hours.

Compliance with Law

Stallholders are responsible and must be aware of applicable laws and regulations regarding the sale of their products or services and each stallholder acknowledges that they must abide by all such laws and regulations at all times.

Nursery Stalls

Nursery stalls are not permitted to sell Declared Plants & Environmental Weeds.

Declared plants are those plants identified by State legislation that are to be controlled. These weeds are traditionally known as "noxious" weeds. Environmental weeds are normally garden ornamentals that have been allowed to escape into bushland and reservoirs. If left unchecked they can destroy wildlife habitats.

For more information about Declared Plants and Environmental Weeds contact Sunshine Coast Regional Council. You can also view a list of all declared plants (742) found in the region at <http://www.sunshinecoast.qld.gov.au>.

Commercial Food Stalls

Commercial food stalls must hold a valid food license from Sunshine Coast Regional Council. Under the *Food Act 2006*, all licensable food businesses are also required to have a Food Safety Supervisor. Further information can be obtained from the Queensland Health website at www.health.qld.gov.au/industry/food

Community Food Stalls



Non-profit organisations are not required to hold a food licence. The organisation must still comply with the requirements of the *Food Act 2006*.

Food Business Licences

All food vendors wishing to operate on the Sunshine Coast must obtain a Food Business Licence issued by the Sunshine Coast Regional Council or in some cases a Temporary Food Premises Application. Food Licences issued by Councils other than the Sunshine Coast Regional Council are not valid except if the food vendor holds a Mobile Food Licence. Other vendors must apply for a Temporary Food Premises Application.

Second Hand Dealers Licences

A second hand dealer's licence is required if a stallholder is trading in second hand goods, which includes reconditioned or collectable products. This licence allows you to acquire, sell, dispose of or exchange second-hand goods, either on commission or not.

A second hand dealers licence is not required for books, stamps or collectors cards or items that buyers return to the same seller for refund or exchange.

Further information can be obtained from the Office of Fair Trading website at www.fairtrading.qld.gov.au

Pre-packaged Articles

All packages including bottles, unless specifically exempt, must be marked with a statement of net weight, volume, length, area or count in accordance with the *Trade Measurement Act 1990*.

Further information can be obtained from the Office of Fair Trading website at www.fairtrading.qld.gov.au

Using Scales for the Sale of Goods

All scales used for trade must be an approved type and marked with a National Measurement Institute (NMI) approval number on the data plate on the scale e.g. NMI 6/4D/334. Scales can also be marked with the old National Standards Commission approval number e.g. NSC No. 6/4D/235

Allowances must be made for any packaging material such as paper bags or plastic containers.

Further information can be obtained from the Office of Fair Trading website at www.fairtrading.qld.gov.au

Electrical

Powered sites are not provided nor permitted in the market. On occasion, for special purposes, the Market Manager may organise access for a powered site.

Gas Appliances

Gas appliances and fittings are not permitted in the Market.

Generators

Generators are not permitted in the Market.

Noise Control – Amplification

Noise levels must remain under 60 decibels due to being in a residential area



Dogs

Council local laws require all dogs in a public place to be under effective control, this includes the Cotton Tree Market area. Stallholders and patrons of the market must ensure they comply with council's local laws in relation to dogs in a public place. This includes the need to ensure that dogs are under effective control at all times, are on a leash at all times and that dog owners are carrying a bag, implement or container suitable to pick up and dispose of animal faeces.

Packaging

Stallholders are required to use reusable bags as per Qld Government legislation for serving and packaging.

Toilet Facilities

Public toilets facilities are available within Cotton Tree Park for stallholders and patrons of the markets. The use of private toilet amenities with the Cotton Tree Precinct is not permitted.

Water

Stallholders must provide and remove their own potable water. Potable water is water of a quality suitable for drinking, cooking and personal bathing. The standards that define potable water are described in the *Australian Drinking Water Guidelines*.

Waste Management

Stallholders will be responsible for keeping their designated areas clean and tidy and must have a suitable bin, or box for their own waste. Stallholders will be required to remove and dispose of their own waste in a responsible, legal and environmentally sound manner. The waste bins provided on the footpath are not to be used by stallholders.

Stallholders must ensure any waste liquids generated are not disposed into the street kerbside or other stormwater drainage infrastructure. Appropriate waste liquid disposal must be utilised dependant upon the nature of the waste liquid.

Helium Balloons

Stallholders must ensure helium balloons are secured and not released unintentionally or distributed with negligence.

Safety

Occupational health and safety is the personal responsibility of each stallholder to protect their own and others' safety.

Marquees & Trailers

Visual presentation is important and the Market Manager will reject any stall considered to be dirty or not up to standard. Camping tents, umbrellas and tarps are not considered suitable for use as a stall.

No exceptions - all marquees must be erected safely and weighted adequately for maximum safety in each corner. Cotton Tree Market endures strong winds due to its location requiring heavy-duty weights.



Marquees are not permitted to be tied to another marquee as a measure of stability. Stallholders who do not have adequate weights for these conditions will be not be permitted to trade in the market.

Weather

In extreme weather Bloomhill may make the decision to cancel the market. Stallholders shall be notified as soon as possible by either text message or phone call. In the event of showery or windy weather where there is minimal or no risk to public safety the market will operate.

The final decision to attend will be made by the stallholder. Neither Bloomhill, its staff, volunteers or the Market Manager is to be held responsible for any damage or loss whatsoever that may result from a stallholder decision to trade in adverse weather. The stallholder is responsible for providing adequate shelter for their product.

If weather deteriorates during the day any approval to pack-up and leave will be made by the Market Manager.

Hazard / Incident Reporting

In the event of a hazard or incident occurring at the market you are required to complete a Hazard/Incident Report Form available from the Market Manager.

The completed form is to be submitted to the Market Manager immediately, all incidents will be reported to Bloomhill Cancer Care.

Brand

Each stallholder agrees that the intellectual property and goodwill in the Bloomhill Cotton Tree Markets is of significant value to Bloomhill Cancer Care and to the successful operation of each stallholder's business and consequently each stallholder agrees to abide by these terms and conditions at all times.

Stallholders must not publish any advertising, promotions, notice or publication in relation to their product or location in the Bloomhill Cotton Tree Markets that includes any reference to the Bloomhill Cotton Tree Market without the express written consent of Bloomhill.

Indemnification

By accepting the Terms and Conditions, you agree that Bloomhill Cancer Care employees and those operating under the umbrella of a Bloomhill activity are fully indemnified against any loss whatsoever and in any event whatsoever.

PLEASE RETAIN THE TERMS AND CONDITIONS FOR YOUR RECORDS