

# Term and Conditions

## Our Aim

The Bright Markets Committee in conjunction with the Chamber of Commerce is working to the common goal of developing the Bright Markets... Make it. Bake it. Grow it into the very best regional markets showcasing our unique regional produce and products. By following our Make it...Bake it...Grow it. ethos, the Bright Monthly Markets strive to showcase the best local produce and product going around.

## Product Selection Criteria

- All products offered for sale must be handmade, home grown or home baked.
- Products that are deemed inappropriate (e.g. discriminatory or offensive) will not be considered. We do not accept commercial or design only products.
- Only the highest quality second hand and recycled goods will also be considered (e.g. antiques, vintage jewellery & clothing).
- Only stalls offering regional produce and products within a 100km radius of Bright will be considered. Stall holders outside this radius will be considered at the discretion of the markets committee and subject to current stall numbers and variety.

## Stall Fees

- Upon approval, all fees are payable in advance.
- Liability Insurance - \$15 - If you don't have public liability insurance we will provide cover for an additional fee this will cover you for one market only.
- Power - \$10 – if you require power for your site that will be an additional \$10

Payment Structure:

- 6-month stall - \$200.00
- Casual stall fees are \$45 per market. \$65 if paid after Tuesday of Market week

All months are consecutive. If you are unable to attend fees may be deferred to a future month.

Reasons for deferment of fees are:

- COVID related illness or close contact
- Planned absence – with 2 weeks notice. Only 1 deferment allowed per 6 month period
- Machinery or manufacturing failure impacting your ability to have stock
- Other at the discretion of the market manager

Fees must be paid by due dates set by Management and failure to pay the stall fee on time may result in your booking being cancelled.

Stallholders who pay by a cheque that is dishonored will be charged an Administration fee of \$15.00.

## Applications

- Stall rental and stall positions is totally at the discretion of the Markets Co-coordinator.
- Stalls cannot be transferred, sublet, franchised, or sold to any other person, nor can they be shared without written approval.
- Acceptance and non-acceptance of applications will be at the sole discretion of 'Bright Markets Committee' administered by the 'Bright and District Chamber of Commerce' and will be based on the information given by the applicant on their application, meeting the Approved Product criteria, quality, product distribution, diversity (market mix) and availability.
- It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their product.
- Designing and/or packaging only is not sufficient involvement. Stallholders who value-add to a product must provide significant creative input to the product and not just apply token additions.
- A stallholder may only offer for sale approved products which have been accepted by the Markets Committee on the application form submitted by the Stallholder.
- To add new products, a request in writing is required with photos. Products cannot be added to stall unless written approval is given by the Markets Committee.
- All products and stall presentation must be of the highest standard.

## Insurance

- Stall holders must hold a current public liability and product liability insurance policy with \$10,000,000.00 cover.
- A copy of this insurance policy must be included with application, to be held on record by Market Management.
- A copy of this policy must be produced on market day if requested by the management. ☒  
Uninsured Stallholders please note: The Bright Markets committee offer a \$10,000,000.00 public liability and product insurance coverage to uninsured stallholders @ \$15.00 per stall holder per market in addition to the set stall site fee. If you are not planning on attending the market as a stall holder on a regular basis, and wish to attend only from time to time, this is the least expensive way for you to ensure you are covered for public and product liability. Coverage is limited to a maximum of 5 uninsured stalls each month, and will apply on a first come first served basis. ☒ Please note, ALL stall holders must have insurance coverage as a condition to trade on market days.

## Market Day Rules & Regulations

- Registered Stallholders must be in attendance during the market trading times (9am to 1pm)
- Stallholders must be in the market area 30 minutes prior to market opening hours and ready to trade at the commencement of the trading hours and must continue trading until the market closing time. Cars may not move until after closing time.
- Notification of non-attendance is required on market days via market mobile (0457 953 586) to allow neighbouring stallholders to spread out and fill in gaps. No refunds/credits will be given or considered on market days or the day prior.

- Loud product promotion by stallholders is not permitted.
- Copying the ideas and work of other stallholders may be in breach of creative copyright and is not in the spirit of the market. Any grievances must be in writing.
- Raffle tickets may not be sold.
- Products and produce with faults must be clearly labelled and sold as seconds.

## Stallholder attendance without approval

- Any Stallholders who have not been granted prior approval, including stallholders who just turn up on the day without any formal approval process taking place, or have had approval revoked by the Markets Co-ordinator, and attempt to set up and run a stall on Market day will be deemed to be trading without a permit and asked to vacate the market immediately.
- Trading without a permit can attract a fine from the Alpine Shire Councils local laws officer or the Victorian Police.
- If in this case you are asked to leave and refuse, The Markets Co-ordinator reserves the right to call the Local Laws Officer or Victoria Police.

## Non-attendance, cancellations and refunds.

- Notification of non-attendance is required. If no notification is given then all future bookings may be cancelled and any monies paid will not be refunded.
- The Markets Co-ordinator is not responsible for adverse weather conditions so there are no refunds for this reason.
- Refunds may be given for casual stallholders if you are unable to attend. Reasons for refund may include:
  - COVID related illness or close contact
  - Other at the discretion of the market manager

## Adverse Weather

- Markets will operate in varying weather conditions and stallholders must be prepared for adverse weather.
- Stallholders may pack up their stall due to adverse weather conditions but may not move unless permission is given by Markets Co-ordinator.
- No refunds/credits are given for the cancellation of markets due to adverse weather conditions by the stallholder and/or will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.

## Occupational Health and Safety

- Stallholders must not drive within the market without written approval from the Markets Co-ordinator. Approved vehicles must drive within the market area at a safe speed that is no greater than 10km.
- Vehicles are not permitted to move within the market area 30 minutes prior and 15 minutes after the markets advertised trading times, unless agreed by Markets Co-ordinator.

- As advertised to the public and in the interest of health & safety, stallholder DOGS are not permitted to enter the market area.
- Smoking is not permitted in pavilions/confined areas. Move away from stall areas to smoke.
- All stallholders must secure their site with approved marquee weights or equivalent.
- All power cords must be tagged and tested, and current.

## Waste and Rubbish Removal

- Stallholders are required to remove their own rubbish and waste from their immediate stall location. Boxes & cartons must be removed from market area. Failure to do so may result in a levy imposed.
- The waste bins provided at the markets are for the general public use only.
- Stallholders are responsible for leaving their site and surrounding area clean, tidy, and undamaged.

## Stall Set-up and Equipment

- Stallholders must provide their own covers and stall set-up which must be good in presentation.
- Management do not provide or hire out any stall equipment, they only provide site area.
- All stall equipment including racks, tables, signage etc must be contained to the stall site boundaries. Public access ways must be clear at all times.
- Alpine Shire Council has forbidden the use of tent pegs due to possible damage to underground irrigation lines. Tents should be weighted down appropriately with sand bags or the like.
- Tents, covers and all stall equipment must be erected securely and weighted or secured at all times.
- All equipment must in good repair and be operated in a safe manner.
- All stall boundaries are to be at least 1m away from tree trunks, as per council regulations. Under no circumstances can trees be used for any purpose.
- All power cords must be tagged and tested, and current.

## Food Stalls

- It is the Stallholders sole responsibility to apply to the Alpine Shire Councils' Environmental Health Officer to obtain and pay any registration required.
- Stallholders must be in possession of a copy of this registration with the Alpine Shire Council while trading on market days.
- Food stallholders must comply with any local, state & federal health regulations & Food acts.
- Stalls selling Alcohol (bottle only) must be in possession of a copy of their Liquor License while trading on market days.
- Failure to comply with health department standards and regulations may result in immediate closure of the stall and future stalls may only be reinstated once the Markets Committee are satisfied all standards and regulations have been adhered to.

## Power/Gas Equipment

- Powered sites are limited and power outlets may only be used with the permission of the Markets Co-ordinator.
- Any power leads that are used must be safely secured and not be a trip hazard.
- Stallholders must ensure that all electrical equipment and leads be tagged in compliance with relevant Australian Standards.
- Stallholders must ensure that all gas appliances are in excellent working condition with attention being given to gas bottles (current date), flame guards etc. Operators must complete a Gas Safety Self-Check List. Available through the Alpine Shire Council.
- Stallholders using gas/electrical appliances must have a suitable fire extinguisher or fire blanket on site.
- It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their equipment.

## General- Stallholders Code of Conduct and Responsibilities

- Stallholder vehicles are not permitted on the grass at Howitt Park, unless approved by the Markets Co-ordinator.
- Stallholders may park as close to the grass as possible to unload their goods. Stallholders are then required to move their vehicles to the carpark behind the Sibley Soundshell – as indicated on the Bright Markets Site Plan. The exception will be limited to allocated sites which will allow stallholders to work from their vehicles (e.g. coffee cart, food van).
- Stallholders must respond co-operatively to any direction given by the Markets Co-ordinator in relation to the operation and occupation of their stall, equipment, goods and vehicle during operating times and any direction of a security or safety nature.
- Stallholders must not act in a verbally or physically abusive, dangerous, or disruptive manner and if so it will not be tolerated and will result in immediate termination.
- Stallholders must ensure that their activities do not endanger the safety or security of any people at the markets.
- Stallholders must not cause damage, make alterations or additions of any nature to, or carry out works of any nature to market site property and that, if any damage is caused, the costs of any repairs, making good or replacement are borne by the stallholder.
- Stallholders must comply with all the terms contained in these regulations and must comply with any changes to the market regulations, or any relevant local government and other statutory laws & regulations
- Stallholders must report to the Markets Co-ordinator any incident or accident to any person or property that involves loss or could be expected to give rise to a claim.

## Stallholder Indemnity

Without limiting the generality of any other provision of these Regulations, the Stallholder hereby indemnifies and holds the harmless from and against all Claims for Loss arising in connection with or in relation to:

- The Stallholder's occupation of the Market;
- The sale or attempted sale of the Approved Products or any other products or services;
- Any injury or harm suffered by the Stallholder;
- Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the Stallholder;
- Any loss of or damage to the Stallholder's property regardless of the cause of that loss or damage;
- The death of any person of a consequence, in whole or in part, of any act or omission by the Stallholder;
- Any breach of these Regulations by the Stallholder; or
- Any legal costs on a full indemnity basis incurred by the Management as a result of the Stallholder's breach of these Regulations.

## Exclusion of Liability

The Stallholder acknowledges and agrees that the Management makes no warranty or representation in relation to or in connection with the Stallholder's occupation or use of the Market.

Without limiting the generality of this clause, the Stallholder acknowledges and agrees that the Management has made no warranty or representation in relation to or in connection with:

- The prospects of the Stallholder for selling the Approved Products at the Market;
- The Stallholder's access to people visiting the Market or the access those people have to the Stallholder;
- The existence, number or quality of products that will compete with the Approved Products for the attention of prospective buyers;
- The existence or extent of services and/or facilities of any kind at the Market;
- The position within the Market that the Stallholder will occupy;
- The suitability of the Market for any particular purpose or the existence of any latent or patent defect at the Market;
- The extent, if any, to which other visitors to the Market might interfere with the Stallholder's use of the Market;
- The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the Management;
- The existence or extent of any security measures undertaken to protect the Stallholder, the Approved Products and/or the Market against terrorist or other criminal activity; or
- The existence or extent of any security at the Market.

## Management's Representations

The Markets Committee consent to the Stallholder to attend the Market does not convey to the Stallholder any ongoing rights in relation to the Market into the future and such approval can be terminated by the Management at any time in writing and without any period of notice. The Management reserves the right to undertake any of the following actions without notice:

- Re-locate a Stallholder to another Stall within the Market.
- Require the Stallholder to remove from sale any good or service offered by the Stallholder which are not Approved Products; or
- Request that the Stallholder undertake any reasonable measure which in the opinion of the Management will improve the safety of the Stall or to raise the level presentation of the Stall and its products.

## Termination

The Markets Committee reserves the right to withhold consent to a stallholder to occupy a stall at the market, to remove or to have removed from the market, a stallholder who is in breach or does not comply with the regulations, including where a stallholder:

- Fails to pay their stall fee in a timely manner;
- Fails to abide by the markets set up or pack up conditions;
- Fails to abide by the market's trading hours;
- Fails to abide by the terms and conditions of the market's rules and regulations;
- Fails to limit the products offered for sale to Approved;
- Commits a criminal act at the market; or
- Behaves in a manner that breaches the market's code of conduct.