

## OLHC Epping Twilight Market Stall Holder Terms & Conditions

Our Lady Help of Christians' School (hereafter referred to as OLHC) and the Parents and Friends Committee is a 'not for profit' organization whose profits go directly to the Our Lady Help of Christians school community. The Committee conducts an Annual farmer's produce, gourmet food and gift market at OLHC, 8 Cambridge Street, Epping (the Epping Twilight Market). The Committee sets out in this document the terms and conditions, which apply to a stall holder operating at the markets (the conditions). A stall holder must comply with the conditions, which if amended will be notified to the stall holder and made available on the Committee's website [www.eppingmarkets.com.au](http://www.eppingmarkets.com.au). By applying in writing to operate at the Annual Epping Twilight Market, a stall holder confirms its acceptance of these conditions, as amended and notified to the stall holder from time to time by the Committee on behalf of OLHC.



### History

Epping Twilight Markets was established by OLHC in 2007. A Coordinating Committee comprising parents from the school Parents & Friends Association, and operating under the supervision of the Principal of OLHC, has been established to coordinate the Markets.

### Changes to schedule

The Committee is entitled to cancel, or change the date of the Market and if it does so it will give the stall holder as much notice as is possible in the circumstances. If the Committee cancels, or changes, the Market the Committee will refund to the stall holder the stall holder fee it has received to attend the Market. If the date of the Market is changed and the stall holder agrees to operate on the new date, the stall holder fee will not be refunded but applied to the fee payable for the Market conducted on the new date.

### Equipment

**A stall holder must have their own 3m x 3m marquee, table, table cloths and their own source of battery-powered lighting** The ETM has a limited supply of available stall lighting should stall holders request this. **The stall holder is responsible for setting up their own stalls** and must arrive at the allocated time given to them by the Committee in advance of the Market. A stall holder must go directly to their allocated position and set up.

The stall holder agrees as follows:

1. All stall holders must pay the Committee an upfront payment to attend the Market (stallholder fee) in such amount as the Committee determines for each annual Market and notifies on the website and other communication. This is **payable four weeks in advance of the Market upon notice of successful application to the Market. All stall holder fees must be paid by credit card or direct debit. NO CASH payments will be accepted.**
2. If the stall holder fee has not been paid in full as required by these conditions, the stall holder will not be permitted to operate at the Market.
3. This fee is not refundable unless the Committee cancels the Market.
4. If, however, the stall holder gives the Committee at least two weeks prior written notice of its intention to be absent from the Market the stall holder fee for that Market is refundable.

### Site access

Access to the site of the markets is on the following basis:

1. Access to the site of the markets will be provided to a stall holder between 3.30pm and 4.45 pm (the designated times) on the day of the Market for the purpose of allowing the stall holder to unload its goods and set up its stall. Access to the site of the Market will not be available outside the designated times. Under no circumstances, will vehicular access be provided to stall holders outside the designated times. A stall holder's stall must be set up in its entirety by 4.45 pm on the day of the Market.
2. A stall holder will be given vehicular access to the site for one 15 minute period between the designated times. Vehicular access to the site will not be available to the stall holder outside the allocated 15 minute period. A stall holder's vehicle must leave the site permanently within 15 minutes of its entry to the site.
3. If a stall holder arrives at the site after its allocated 15 minute period has expired, the Committee will endeavor to provide the stall holder with vehicular access to the site at the next available opportunity during the designated times but the Committee gives no commitment in this regard.
4. At least 5 days before the relevant Market is held, a stall holder must advise the Stall holder Manager of the time it expects to take to unload its goods and set up its stall. The Stall holder Manager will endeavor to allow the stall holder adequate time to do this between the designated times.
5. A stall holder who unpacks its vehicle on a street adjacent to the site must secure a legal parking spot and must not double park.
6. A stall holder's vehicle must enter the site of the markets via Cambridge Street and exit via Oxford Street.
7. A stall holder's vehicle must not exceed 10kms an hour whilst on the site of the Market.
8. Any vehicle, which a stall holder wishes to bring onto the site to the Market, must display on the passenger side dashboard a yellow stall holder's tag or sticker which is issued by the Committee and bears a unique stall holder identification number. A vehicle which does not comply with this condition will not be permitted entry to, or be allowed to remain on the site.
9. A stall holder must not enter any building located at the site of the Market unless that building has been designated by the Committee as a building from which the Market operates or the building is a toilet which the Committee has designated for the use of stall holders.

### Parking

No parking is permitted on the Market grounds during the duration of the Markets.

1. There are no parking areas allocated to stallholders of the markets.
2. All Stallholders are responsible to find their own off-street parking once they have unloaded their goods.

### **General**

The following conditions apply to all stall holders:

1. Animals, alcohol, illegal drugs, weapons and any goods and services deemed unacceptable or inappropriate by the Committee will not be permitted on the site to the Market or to be sold at the Market. A breach of this condition by a stall holder will result in the immediate termination of the stallholder's participation at the relevant market and all future markets.
2. The presentation of stalls must be of the highest standard and any goods and services sold must be of the highest quality. A stall holder must conduct himself or herself in a professional, courteous and appropriate manner while on the site of the Market or the parking spot.
3. A stall holder who leaves its goods unattended does so at its own risk and the Committee will not be responsible in any way for the theft of, or damage to, the goods.
4. Public liability insurance for a minimum of \$10 million must be held by the stall holder and a certificate of currency must be provided to the Committee prior to the Market at which the stall holder intends to operate.
5. The stall holder will only be permitted to trade at the site between the hours of 5pm and 9pm.
6. While the Market is being conducted, the stall holder must observe the directions of the Committee or any representative of the Committee including any direction to evacuate the site of the markets in the case of an emergency.
7. A stall holder must leave its location at the site in a neat and tidy manner and dispose of its waste and rubbish in the skips provided. Any goods left on the site will be disposed of by the Committee at the stall holder's expense.
8. A stall holder must pack up its stall prior to bringing its vehicle on the site.
9. The Committee has the right to immediately terminate a stall holder's participation at a particular market or at any future markets. The Committee also has the right to immediately terminate the operation of a Market, or a stall at a Market, which has commenced or is about to commence. These rights may be exercised by the Committee at any time, in the Committee's absolute discretion and without the Committee giving any reason for the exercise of the particular right.
10. A stall holder must not by any means generate noise at the Market which the Committee considers excessive. If a stall holder fails to reduce or eliminate its noise to a standard acceptable to the Committee, the stall holder's participation at the Market will be terminated.
11. A stall holder's rights under these conditions are not transferable to other stall holders or to any other person.
12. A stall holder must not exceed the boundaries of its allocated stall. All aisles must be kept clear at all times. If a stall holder requires additional space it must make arrangements with the Committee prior to the Market and a fee will be charged. The stall holder must provide its own wet weather protection.
13. The stall holder indemnifies the OLHC and the Committee against all actions, suits, claims, demands, costs, charges and expenses for which the stall holder is liable in respect of loss, damage, accident or injury of whatsoever nature or kind and however sustained and whether to property or persons in connection with the use of a stall.
14. The stall holder will be liable for the cost of any damage it causes to the site of the Market.
15. A stall holder is responsible for the lighting of its stall, which must be battery-operated lighting only.
16. Stall holders must advise the Committee if they plan to use electricity at their stall when they sign these terms and conditions.
17. A stall holder who uses electrical power in, or for, its stall must ensure that any electrical equipment is installed, tested and operated in accordance with Australian Safety Standards and any other relevant requirements.
18. The stall holder must not, without the prior approval of the Committee, sell products outside of the product range specified in its application to participate in the Market.
19. A stall holder must not in any way use, or purport to own, any logo or other intellectual property of the Committee or any person associated with the Committee, without the prior written consent of the Committee.
20. The Committee may from time to time amend these conditions and the amended conditions will apply to the stall holder effective from the date that the stall holder is notified of them.
21. Any money payable by a stall holder to the Committee under these conditions must be paid by credit card, direct debit or such other means the Committee agrees to. No Cash payments will be accepted.

### **Food stalls**

A stall holder operating a food stall must comply with the following additional conditions:

1. A stall holder selling food at the Market must hold a **NSW Food Authority registration and must provide its notification number to the Committee** before doing so.
2. A stall holder selling food must comply with any codes, ordinances, rules or legislation regulating the preparation, sale or storage of food.

I have read and agree to the Epping Twilight Market Terms & Conditions:

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_