

Stallholder Agreement / Terms and Conditions Rules and Regulations

1. The Market Managers of Cambridge Markets Pty Ltd (ABN 81617614605) has set out in this document its standard Term and Conditions of business, which together with the Application Form, will apply to all arrangements with Vendors (Stallholders/Traders/Owners).
2. Vendors must comply with these conditions (which may be amended and updated from time to time by email), any directions of Cambridge Markets (the Market Managers) and any statutory or similar obligations placed upon them.
3. Application Forms must be filled in to apply for a position at one of Cambridge Markets' venues. Acceptance is at the discretion of Cambridge Markets.
4. Once notified of their successful application, vendors would have indicated their approval of these Terms and Conditions by their already ticked T&Cs box on the online Application Form or by signing the printed-out form and emailing it back to Cambridge Markets, as well as by making payment. This then secures their place at the applicable Cambridge Markets. Attendance at any of our markets also confirms vendors' acceptance of the Terms and Conditions.
5. Vendors are expected to keep Cambridge Markets updated with their contact details.

Stall Fees:

6. Fees vary, depending on which market you are applying for, please check with Cambridge Markets or at www.cambridgemarkets.com.au There will be a document on the website that details fees, payment arrangements and deadlines.
7. Fees are charged per standard stall with no discount for under use. Additional stall fees are charged where a vendor exceeds a standard stall size, that is 3x3m. Your fees are based on an agreed area. If you trade outside of this agreed area, additional fees may be charged at the discretion of the Market Manager.
8. Cambridge Markets at EQ offers a tiered fee structure:-
 - 8.1. *Casual stalls* are priced at \$100 for general stalls and \$195 for hot food stalls. Casual stalls are those that trade on an ad-hoc basis. Payment can be made on the day by cash or card.
 - 8.2. *Permanent stalls* are priced at \$85 and the cost of a permanent hot food stall is \$165. Permanent stalls are stalls that trade twice a month. Payment can be made on the day by cash or card or by invoice.
9. There are no refunds, unless a suitable arrangement is made well in advance and the position can be filled. This is at the discretion of the Market Managers. If Cambridge Markets agreed to refund, there will be a \$50 processing fee applied. For EQ specific **Cancellations** refer *Cancellations* within this document, where 48 hours' notice is required otherwise stall fee is payable in full.

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Stalls:

10. The location and allocation of stalls is at the absolute discretion of Cambridge Markets. Particular care, courtesy and consideration are expected of each Vendors while setting up and packing down.
11. Cambridge Markets reserves the right to move the position of any stall.
12. Vendor is to provide their own white tents and must stay within 3x3m. Please bring weights no matter what the weather is. NO PEGS. Stallholders must bring all their own tables, table covers, chairs, tents and equipment. Aisles must be kept clear and boxes stored under tables or away from sight. Presentation of stalls must be of the highest standards, preferably with white tablecloths.
13. Set-up details and times vary from market to market, please check with Market Manager or on website.
14. Prior to this day, Vendors will be given an allocated time to drop off and a site map of where they're to be positioned. Vendors must drop off during their time slot. You are to set up only in your allocated space. You are to remain in that space irrespective of weather conditions, unless notified by the Cambridge Markets.
15. Please do not drive onto grass areas, unless instructed by Cambridge Markets.
16. Cambridge Markets' Mangers and Assistants will be in high viz vests and will assist with directions. Please approach them if you have any queries or need help.
17. If there is vehicle access then the driver should drive at under 5km/hr, use their hazard lights, turn off the radio and open the window, and if a second member of their staff is available, then have them walk in front of the car, preferably wearing a high viz vest.
18. There is no designated parking at Cambridge Markets, only street parking in surrounding areas. Please park several streets away from Cambridge Markets to allow parking for customers.
19. Vehicle access differs for each market, again please check with Cambridge Markets or on our website. Vehicles are not to hold up traffic but need to drive carefully near Cambridge Markets, unload where instructed and exit quickly.
20. Market activity must be contained within the Cambridge Market area.
21. No amplified music is permitted.
22. No un-silenced generators are permitted.

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23. No alcohol shall be sold.
24. No counterfeit goods to be sold.
25. Vendors must provide flooring to protect the grass.
26. Vendors must remove their own rubbish.
27. Vendors cannot pack up and vacate the area until the completion of the Market day. Please enquire with the Market Managers or on the website for the closing hours of each Cambridge Markets.
28. Tents and products can be walked out after the end of trade of Cambridge Markets, however, vehicle access varies with each market, please check with managers or on website. If there is vehicle access, you will not be able to drive in until the area is cleared of children. Market managers will have a running schedule for this and will direct, accordingly.
29. All stallholders must have Public Liability, minimum \$10 million. A copy is to be sent through with the application form and brought along on the day. If you do not have Public Liability please contact the managers, as you can tap onto Cambridge Markets' Public Liability for a fee.
30. Vendors are to consider and adopt policies to minimise or avoid risks to themselves, their employees and other people at Cambridge Markets.
31. Vendors are to consider Workplace Health and Safety as it applies to their business and staff and that of doing business at Cambridge Markets and outdoor venue.
32. Power is not provided on Market day, unless prearranged with the Cambridge Markets. The hot/cold food stalls who need electricity are to notify Cambridge Markets prior to the market day and if stated, should have already paid the extra fee. If electrical equipment is permitted (under a prearrangement with Market Managers), it must comply to Australian Safety Standards AS3760.
33. With the ticking of the box agreeing to Term & Conditions on the application form (in some cases signing), all vendors confirm that they have considered Workplace Health and Safety so far as it relates to the use of electricity at the market.
34. Stallholders are to have all leads and equipment tagged in accordance with the statutory requirements, and ensure any leads and generators are placed in such a manner so as not to create trip hazards or to present a hazard to the public through exhaust or heat. Electrical cables are to be heavy-duty construction standard and must have a circuit breaker. Cambridge Markets is not qualified to provide extension leads or otherwise assist in connection with power outlets.
35. Vendors using gas must contact Cambridge Markets prior to the market.
36. Stallholders must not have at their stall more than:
 - 36.1. One litre of approved flammable liquid

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- 36.2. One cylinder of no more than 25 litres of LP gas in use with one spare (the cylinders must be in accordance with AS1596-1989) at their stall.
- 36.3. Gas cylinders must be secured to avoid dislodgement. Fire extinguishers and fire blankets must be carried and ground sheets employed. Any damage to surfaces (including grass flooring) must be repaired at the cost of the stallholders. Otherwise than under this rule, no naked flames should be burned in the market.
37. No animals are allowed into the market without the consent of Cambridge Markets.
38. Vendors consent to Cambridge Markets using their email and phone number. Any photographs supplied by the Stallholders and/or their social media images and/or photos taken at the markets, is granted.
39. Vendors can only sell the range of goods agreed to, with Cambridge Markets and must not take on other traders' goods for sale without prior approval. And especially not if it conflicts with other Vendors' goods.
40. The Vendor shall hold harmless, release and indemnify and keep released and indemnify Cambridge Markets from and against all actions, suits, claim's, demands, costs, charges and expenses for which the Market Manager, their servants, assistants or agents may be held liable in respect of loss, damage, accident or injury of whatsoever nature or kind and however sustained or occasioned and whether to property, persons in connection with the use of any stall and any work connected therewith.
41. Access to the market can be refused (or a vendor who is at the market may be asked to leave the market) by the Market Manager or assistants of Cambridge Markets at any time when they owe money or on any breach of these Terms and Conditions. Cambridge Markets reserves the right to terminate a Vendor's participations at any time, before, after or during market day.

Food Stalls:

42. Vendors selling food must comply with the NSW Food Authority guidelines, the National Code for Food Vending Vehicles and Temporary Food Premises and the requirements of the 2003 Food Act, Food Registration 2001, and will meet the requirements of the City of Sydney Health and Building Department. All food stalls must meet the food regulations 2004 and Food Standards Code and any local Council Codes.
43. Please provide information on what you will need with regards to basic requirements such as power supply and waste disposal, if any. If applicable, discuss with Cambridge Markets any suggestions in ways to maintain food safety and hygiene. Appropriate fire safety equipment should be easily accessible.
44. Certified Organic and/or conversion to Organic, can only be used on products that have been certified by either a Government Accredited certification body (such as AQIS in Australia); IFOAM, or ISO 65 with an organic component. Please maintain documentation to verify this status of certified organic or conversion to organic, and

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particularly if labelled as such. Vendors are to understand that unless their products are certified Organic, no reference should be made verbally or with signage to this claim. If you do comply to Organic certification, then please display your documents at your stall.

45. Any food vendor selling produce that is not certified organic or in conversion must display a standard sign, with no suggestions of misleading claims of their produce/ goods being Organic.
46. Food Vendors are to register with the NSW Food Authority; if required appoint a qualified Food Supervisor; give appropriate warnings, if required on food labels; and give appropriate training to all staff.
47. At EQ Site there is to be no washing up of equipment once service is complete. Washing up is against council regulations. Hand washing is permitted.

Weather Policy:

48. Cambridge Markets are only cancelled due to severe weather and at the discretion of Cambridge Markets. Cambridge Markets continue with mild rain conditions. There will be **NO refund if abandoned**.
49. All vendors are to be adequately secured against wind and for wet weather.
50. All care must be taken when putting tents down in severe weather, particularly with high winds. If there is lightning, do not take down tents, walk with poles or umbrellas up.
51. Markets are all weather venues. Inclement weather is NO excuse for nonattendance. Vendors must make arrangements to ensure that the stalls are always available. Rent remains payable even if vendors do not attend. Repeat failure to attend will lead to exclusion from the market.
52. Vendors should consider wearing sunscreen and hat as well as enclosed shoes.

Cancellations:

53. For permanent stall holders (2x per month) at the Wednesday market at EQ any cancellation must be received by 9.00am the Monday prior. For permanent stall holders (2x per month) at the Saturday market at EQ any cancellation must be received by 9.00am the Thursday prior. ***If cancellation notification is not received within the required specified timeframe the full stall fee is payable.***
54. Cancellation of stalls affects the whole market and while we understand emergencies do occur, repeat cancellations may jeopardise your position and future application success.

Disclaimer: Cambridge Markets Pty Ltd (including Market Managers and staff) are not liable or responsible for any of the following circumstances:-

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55. For any lost, stolen or damaged goods before, during or after a Cambridge Markets event.
 56. For any accidents or injuries to any vendors or customers or products incurred from borrowing Cambridge Market or EQ supplied equipment.
 57. For any accidents or injuries to any vendors or customers or products incurred by third party contractors.
 58. For any accidents or injuries to any vendors or customers from products they buy, touch, trial or interact with whilst at The Cambridge Markets.
 59. Individual 3rd party liability insurance. All businesses should ensure they have all their own insurances should an incident arise that puts them at risk.
 60. Operating your business and adhering to NSW Laws, including, Trade Licenses, Insurances and Permits.
 61. Offending any visitor at one of our events/markets due to inappropriate behaviour.
 62. For any vendor employees, or thirdparty consultants representing vendor companies.
 63. For the actions of any food vendor of any type at The Cambridge Market that may cause sickness or injuries as a result of food vendors actions, errors or omissions.
 64. Should a vendor or customer bring legal action for situations happening that are covered under the disclaimer, the vendor will pay for all legal fees and costs, including those of the event organiser.
 65. Cambridge Markets is not responsible or accountable for the rejection by any required food permit or a temporary Food Permit after booking has been confirmed or on site after an inspection by relevant Food Control authorities as a result of the failure by a food vendor to comply with food Control Regulations.
 66. Cambridge Markets can use vendor participants full names, photos, or other types of representations of the events without asking permission of the subjects.
 67. Cambridge Markets reserve the right to not refund any fees paid by Vendors for future bookings.
 68. Cambridge Markets is not responsible for the sales or the lack of sales by the vendor.
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69. Nothing in these conditions excludes, restricts or modifies the application of provisions of any statute (including the Trade Practices Act 1974) where to do so would contravene the statute or cause any part.