



## TRADING TERMS & CONDITIONS

### PLEASE READ CAREFULLY

You acknowledge and agree that by submitting your application for a stall at Mt Gravatt Street Food (whether or not such application is approved), or by renewing your occupancy of a stall at Mt Gravatt Street Food (whether on a weekly or monthly basis), that you have read and understood and agree to comply with the Mt Gravatt Market's website Conditions of Use, (if applicable), Privacy Policy and these Trading Terms and Conditions.

You may obtain copies of the associated documents by contacting us at:

Email: [streetfood@mtgravattmarkets.com](mailto:streetfood@mtgravattmarkets.com)

Tel: 0427 847 266

Website: [www.mtgravattmarkets.com](http://www.mtgravattmarkets.com)

**BUMP IN/BUMP OUT:** Setting up and packing up procedures are specific to each market day. Details will be given to new stallholders at the time of booking confirmation.

**ATTENDANCE & WEATHER CONDITIONS:** Our markets are all weather markets, and we operate irrespective of weather conditions unless deemed dangerous. Inclement weather is no excuse for non-attendance. As a market stallholder you have an obligation to attend the market. This is not only paramount to the success of the market but also supports fellow stallholders who trade and rely heavily on the market as a source of income. It is the stallholder's responsibility to ensure that their product is protected from the elements and that they have all the necessary equipment on hand to do so (i.e. gazebo sides, weights to secure gazebo etc). Market Management requires that all stallholders plan against adverse weather conditions such as rain, wind, cold and heat and ensure that appropriate safety and wet weather procedures are in place. Market Management, its operator/s, servants, agents and/or assigns shall not be liable for loss or damage to stock and/or equipment however caused.

**FEES:** Stall fees are payable for each market. Failure to pay site fees will result in the stall being cancelled and allocated to someone else. Credits and/or refunds will not be issued for bad weather on market days or if a confirmed stall is cancelled. 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 Market Management if, for any reason, a stallholder is unable to or does not wish to attend on market day.

In the event that the market is cancelled by Market Management, no fees apply.

**EARLY DEPARTURES:** In the best interest of the market, as a courtesy to fellow traders and for the safety of our customers, early departures will not be permitted. Marquees are to remain erected until close of market trade. 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. Consideration may be given to special circumstances and only by prior arrangement. In the event an early departure has been approved by Market Management, marquees and all equipment must be walked out. No vehicles are permitted during market trade hours.

**VEHICLE SAFETY/UNLOADING PROCEDURE:** Stallholders must unload vehicles then take the car out of the market precinct and park in the designated areas before setting up their stalls. Vehicles must drive slowly

– 5 kph at all times – with hazard lights on and headlights on if it is dark. Follow market staff directives regarding market parking guidelines.

**VEHICLE MOVEMENT:** No vehicle movement is permitted within the market precinct during market trade hours.

**STALLHOLDER VEHICLE PARKING:** Stallholders and their staff must park vehicles where directed. Follow market staff directives regarding vehicle parking and/or restrictions. Do not park in areas designated for customer parking. It is very important that our customers have the ability to park as close as possible to the market.

**END OF TRADE PACK UP/VEHICLE PROCEDURES:** All stock, goods and/or items must be packed up first then marquees/umbrellas to be dismantled and packed up. The site to be cleaned and all rubbish removed. Vehicles may enter market grounds once the above has been done.

**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. **Important:** Market wheelie bins are for lightweight customer rubbish only, **NOT stallholder produce, rubbish and/or boxes.** Any stallholder found using our bins will have their stall site replaced and will not be welcome back to trade at our market. Market Management provides two drums for used cooking oil. One is located at the back of the Bar container near the ice box and the other is located near the mini golf boundary fence near the exit. **A \$250 fine applies to any stallholder found dumping food or cooking waste on the ground.**

**EQUIPMENT:** Stallholders are to supply their own equipment and to ensure that they have everything required to operate – gazebo/s, weights/sandbags, table/s, chairs etc.

**GROUND COVER FOR YOUR STALL/PROTECTING THE GROUND:** If your stall is on bitumen and/or a similar surface and your stall is of a hot food nature i.e. BBQ or your product is likely to create a mess then it is the responsibility of the stallholder to ensure that there is a suitable and safe ground cover in the stall and that the site is left in a clean state on completion of the market.

**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 stallholder's stock, produce, equipment, cash and personal effects is the responsibility of the stallholder. Market Management assumes no liability for any losses or damages to stock incurred by stallholders.

**STALLHOLDER INDEMNITY:** The Stallholder releases and indemnifies Sojoga Pty Ltd against any Claim arising from any:

- a) loss, damage, death or injury to any property or person in or about the Market caused or contributed to by the Stallholder or any use of occupation of the stall by the Stallholder;
- b) neglect or default of the Stallholder; or
- c) any combination of those things.

#### **LIMITS OF SOJOGA PTY LTD'S LIABILITY**

a) Sojoga Pty Ltd and any employee of Sojoga Pty Ltd are not liable for anything they may do or omit to do or for any loss or damage to any vehicle, property or goods, or death or injury to any person however caused.

**FOOD/DRINK:** No food or drink may be sold at any market without the prior approval of Market

Management.

**SALE OF MANUFACTURED FOODS, HOT FOODS, CONSUMABLE GOODS & FOOD PERMITS:** It is the stallholder's 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. A copy of permits and insurance certificates must be provided to Market Management at [streetfood@mtgravattmarkets.com](mailto:streetfood@mtgravattmarkets.com)

**Some handy links for you below:**

**Specific licensing application information:**

<https://www.brisbane.qld.gov.au/laws-and-permits/laws-and-permits-for-businesses/food-business-licences/starting-a-new-food-business/market-food-stall>

**Operator education:**

<https://www.lgtoolbox.qld.gov.au/brisbanecitycouncil/topics/food/how-start-food-business#application-process-and-assessment>

**TASTE TESTING/SAMPLING OF GOODS:** Stalls that hand out samples of food and/or taste testing must ensure that they comply with Council and health regulations and that all required licences are in place. The liability to comply with all laws falls on the stallholder. Market Management assumes no liability if stallholders do not comply with their legal obligations.

**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. As a seller/stallholder your goods must comply with Market Management criteria and set standards. Stallholders in breach of this will be dealt with accordingly.

**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.

**STALLHOLDERS CONDUCT:** Stallholders are expected to act in a professional manner at all times. Market Management will not tolerate any offensive comments, unwarranted gossip or bad behaviour.

**PUBLIC LIABILITY/INSURANCE:** Market Public Liability does not cover stallholders and/or their products. It is the responsibility of all stallholders to ensure that they are insured for Public Liability, Personal Indemnity and Product Liability (where applicable) for an amount of at least \$10 million per occurrence and that the policy relates to the operation of their market stall business.

Stallholders are to ensure that their stall area always 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. A copy of insurance certificates (where applicable) must be provided to Market Management at [streetfood@mtgravattmarkets.com](mailto:streetfood@mtgravattmarkets.com)

**WEIGHTS/SECURING GAZEBOS:** Irrespective of weather conditions, all four gazebo legs must always be weighted down with heavy sandbags or with appropriate and secure weights. Where possible heavy duty tent pegs can be used. **Note:** This is a mandatory requirement irrespective of weather conditions. Absolutely no exceptions.

**ELECTRICITY & ELECTRICAL EQUIPMENT:** Electricity will be provided to stallholders at an additional cost. Request for electricity usage must be applied for and is subject to approval and availability. Limits apply to the number of power points allocated and amperage available. Stallholders are to ensure that all power leads and/or electrical appliances used are safe and that they are tested and tagged in accordance with AS/NZS 3760. Credits and/or refunds will not be given for any electrical supply issues. Electricity prices are subject to increases without warning.

**PERSONAL DATA:** It is the stallholders responsibility to ensure that Market Management 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. If you are a smoker, do so in the designated areas – see Market Management.

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

**SALE OR TRANSFER OF OWNERSHIP OF STALL BUSINESSES:** Stallholders do not own their sites. Sojoga Pty Ltd (Mt Gravatt Markets/Mt Gravatt Street Food) has exclusive rights to all stalls at the Markets. The sale of a Stallholder's business must not include the attachment of a stall site/space or right to a space at any Market. The occupancy of a stall is personal and not transferable. Where a stallholder sells its business, the new business owner must make a separate application to Sojoga Pty Ltd (Mt Gravatt Markets/Mt Gravatt Street Food) for a stall. For the avoidance of doubt Market Management will not permit any unauthorised person access to the Markets nor any stall. Market Management must be notified in writing within seven (7) working days prior to the next applicable trading Market day of the proposed sale of a Stallholder's business. The Stallholder is prohibited to share, assign, transfer; sub-license or allow unauthorised persons to use the stall or the stall Items. Market Management 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:** Market Management reserves the right to use stallholder images and/or photos which may contain images of the stallholder and/or their produce for promotional purposes.

**LOST AND FOUND PROCEDURES:** All 'found' items are to be handed in to Market Management. Stallholders are to direct members of the public who have 'lost items' to Market Management located at the Bar in the middle of the marketplace.

**GENERAL RULES AND CONDITIONS:** Market Management 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 Market Management. Market Management, its operator/s, servants, agents and/or assignees shall not be liable for the loss or damage to any vehicle, anything therein, or to any person from whatever cause arising and whether due to the negligence of the Market operator its servants and/or agents or otherwise.

Thank you,  
**MARKET MANAGEMENT**