

## **TAMBORINE MOUNTAIN COUNTRY MARKET APPLICATIONS AND ATTENDANCE**

1. Invitations to trade at the Tamborine Mountain Country Markets will be at the sole discretion of Tamborine Mountain Country Markets Management Committee 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.
2. Management reserves the right to reject applications and not enter into any correspondence or otherwise explain the reasons for its decisions. All decisions made by management are final.
3. Stall rental and stall positions is totally at the discretion of Management.
4. Stalls cannot be transferred, sublet, franchised or sold to any other person, nor can they be shared without written approval.
5. New Stall Holders are accepted on a Casual basis. At the end of three months consecutive attendance, Stall Holders are eligible to apply for a permanent stall, vacancy allowing.
6. Non-attendance by permanent Stall Holders for three consecutive markets without notification to the Market Co-Ordinator will result in forfeiture of the allocated stall site.
7. Stallholders who have been invited to trade agree that any images that they use on their social media pages and provided to the Tamborine Mountain Country Markets Management Committee can be used to promote Tamborine Mountain Country Market events. Stallholders must only provide images that are they own or have copyright thereof. Stallholders must also agree that they will exercise good judgement and always be respectful and courteous to Tamborine Mountain Country Markets, fellow stallholders and customers on all platforms of social media.

## **PRODUCTS PERMITTED AT THE TAMBORINE MOUNTAIN COUNTRY MARKETS**

1. All products offered for sale must be made and sold by the registered stallholder.
2. Products that are clearly imported or purchased from a wholesaler or are deemed inappropriate (eg: discriminatory or offensive) by Management will not be considered.
3. Plants: Buying from a wholesaler and “growing on” is not accepted. The stallholder must propagate all plants sold at the market.
4. All plant sellers must abide by current Fire Ant Regulations and supply a Fire Ant Declaration and/or risk management plan as outlined in State Government regulations. More information can be found at [www.tamborinemountainshowgrounds.com](http://www.tamborinemountainshowgrounds.com).
5. It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their product.
6. Designing and/or packaging only is not sufficient involvement unless significant philanthropic involvement in the production of the products can be proven.
7. Stallholders who value-add to a product must provide significant creative input to the product and not just apply token additions. Craftsmanship additions to any commercial clothing/product must constitute at least 70% of the actual item and be clearly visible. Small token additions of a commercial aspect will not be accepted (e.g. single button, ribbon, beads etc).
8. A stallholder may only offer for sale approved products which have been accepted by Management and designated on the application form submitted by the stallholder.
9. To add new products, a request in writing is required with photos. Products cannot be added to a stall unless written approval is given by Management.
10. Stallholders are not permitted to sell other people’s goods.
11. Only value-added second-hand goods are permitted and only if approved by Management.
12. All products and stall presentation must be of a high standard.

## Stall Fees & Insurance Requirement at the Tamborine Mountain Country Markets

1. Stall fees are \$45 for a 3 m x 3 m site. Food Stalls that require electricity are \$60. Access to electricity is extremely limited.
2. All stall holders are required to have their own Public Liability Insurance to the value of \$10 million.
3. A Certificate of Currency must be supplied before entry into the Markets will be allowed. Permanent stallholders are required to supply updated Certificates of Currency to the Office every twelve months.
4. Casual stallholders who have not already sent their Certificate of Currency to the Market Team, are required to present their Certificate of Currency on entry to the Markets.
5. It is good practice for all Stall Holders to keep a laminated copy of their insurance easily accessible on entry to the Markets in case they are required to present it.
6. Site Fees for both Casual and Permanent Stall Holders must be paid on entry to the Market.
7. Payment of stall fees is by cash only. Payment by cheque is by negotiation with the Market Coordinator and permitted for Permanent stall holders only.
8. Stallholders who pay by a cheque that is dishonored will be charged an administration fee of \$15.

## OPENING AND CLOSING TIMES, AND ATTENDANCE AT THE TAMBORINE MOUNTAIN COUNTRY MARKETS

1. Registered stallholders must be in attendance during the market trading times 7:30am and 1:30pm. Early departure requests must be submitted to the Market Co-Ordinator, and vehicle movement accompanied by a member of staff.
2. Stallholders must be in the market area prior to market opening hours, ready to trade at the commencement of the trading hours, and must continue trading until the market closing time.
3. The Front Gate is opened at 1:30 pm. No Stall holder departures prior to this time are allowed, unless negotiated with Management.
4. All Stall holders are expected to be packed and to have vacated the Grounds by 3 pm. Stall Holders who have not packed and left the grounds by 3 pm will be charged at a rate of \$25 per half hour increment over this time. They will be issued with an invoice on entry to the next market attended.
5. Registered stallholders may apply in writing to Management to have a family member or employee man their stall. Approval will only be considered if the persons manning the stall have a degree of knowledge of the product and/or be involved in the making of the product(s).
6. Notification of non-attendance is required on or prior to market days via market mobile (0417 618 379) to allow placement of Casual Stall Holders. Permanent Stallholders who fail to notify the Market Co-Ordinator of their non-attendance at three consecutive markets forfeit their site.
7. Loud promotion of products at stall sites or in walkways by stallholders is not permitted.
8. 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 submitted to Management in writing with photographic evidence, and including the names of all parties involved.
9. Fund raising stalls are not permitted, with the exception of local community groups who are willing to commit to a negotiated period of volunteer time to the Tamborine Mountain Show.
10. Products and produce with faults must be clearly labeled and sold as seconds.

## CANCELLATIONS AND REFUNDS – TAMBORINE MOUNTAIN COUNTRY MARKETS

1. Notification of non-attendance by permanent stallholders is required. Failure to advise of non-attendance for three months in a row will result in the loss of your site. Please text your absence to 0417 618 379, giving your name and your site number.
2. A refund of site fees paid will be given on the day of the market should the Stall Holder leave the grounds prior to 8 am, and only in the event of an adverse weather event or a personal emergency. Please come to the Office to organize.
3. Please ensure that you have 'liked' our Facebook page, @tamborinemountaincountrymarkets. In the rare event that the Market is cancelled, this is the way we will notify stall holders and customers alike. Please be aware that most of our volunteers live on the Mountain, and if the weather is bad enough for us to cancel the Markets, it means we ourselves are in the middle of the storm and may well have situations to deal. We will not be able to telephone each individual stall holder. Every attempt, however, will be made to answer text messages sent to the Market phone.

## ADVERSE WEATHER POLICY AT THE TAMBORINE MOUNTAIN COUNTRY MARKETS

1. Markets will operate in varying weather conditions and stallholders must be prepared for adverse weather by ensuring that their marquees are secured appropriately and that their stall is weather proofed.
2. HEAT POLICY AND STORM POLICY: At the discretion of Management, the market may close earlier if conditions deem this necessary.
3. Stallholders may pack up their stall due to adverse weather conditions but may not leave unless the front gate is opened by Management.
4. No refunds are given for reduced trading hours on market days due to adverse weather conditions by the Management, unless the Stall Holder leaves the Markets prior to 8 am.
5. Management will not be held responsible for any loss including fees paid by stallholders, damage or injury whatsoever resulting from adverse weather conditions.
6. Please ensure that you have 'liked' our Facebook page, @tamborinemountaincountrymarkets. In the rare event that the Market is cancelled, this is the way we will notify stall holders and customers alike. Please be aware that most of our volunteers live on the Mountain, and if the weather is bad enough for us to cancel the Markets, it means we ourselves are in the middle of the storm and may well have situations to deal. We will not be able to telephone each individual stall holder. Every attempt, however, will be made to answer text messages sent to the Market phone.

## OCCUPATIONAL HEALTH AND SAFETY AT THE TAMBORINE MOUNTAIN COUNTRY MARKETS

1. Stallholders must drive within the market area at a safe speed that is no greater than 5km.
2. When driving through the Markets, all vehicles are required to have hazard lights on.
3. Be mindful and respectful of other Stall Holders. Should you cause damage to another Stall Holder's property, **YOU ARE RESPONSIBLE**.
4. As advertised to the public and in the interest of health & safety, stallholders' DOGS are not permitted at market venues, unless certification as a companion/therapy dog is supplied to Management.
5. It is the individual Stall Holder's responsibility to ensure that their stall is safe and as hazard free as it can be made.
6. Whilst the Tamborine Mountain Country Markets Team takes every care to ensure that the Grounds are safe, please report any issues that you may become aware of concerning the Grounds and Buildings to the Office.

## WASTE AND RUBBISH REMOVAL AT THE TAMBORINE MOUNTAIN COUNTRY MARKETS

1. Stallholders are required to remove their own rubbish and waste from their immediate stall location.
2. Rubbish **MUST** be put **INTO** the bins or the skip. Do not leave it on the ground.
3. Boxes & cartons **must be collapsed** before putting in the bins or the skip located at the Front Gate. Failure to do so will result in an imposed levy.
4. Stallholders are responsible for leaving their site and surrounding area clean, tidy and undamaged.
5. Broken furniture such as marquees, chairs and tables must be removed from the grounds by the owner.
6. Food stalls are to remove excessive food waste themselves if it will not fit in the bins or the skip. **UNDER NO CIRCUMSTANCES IS RUBBISH TO BE LEFT ON THE GROUND.**



## STALL SET-UP AND EQUIPMENT FOR STALL HOLDERS AT THE TAMBORINE MOUNTAIN COUNTRY MARKETS

1. Stallholders are responsible for supplying their own marquees and equipment. All equipment must be in good order and marquees must be weather proof.
2. All stall equipment including racks, tables, signage etc must be contained within the stall site boundaries. Public access ways must be clear at all times.
3. Tents, covers and all stall equipment must be erected securely and weighted or secured at all times regardless of the weather.
4. All equipment must be in good repair and be operated in a safe manner.
5. Stalls must be set up in such a way as to ensure that they are safe and hazard free.

## FOOD STALLS AT THE TAMBORINE MOUNTAIN COUNTRY MARKETS

1. It is the Stallholder's responsibility to apply to the local Council and obtain and pay any registration/licensing required.
2. Stallholders are required to abide by all food regulations applicable to mobile food stalls and vans.
3. Stallholders must supply copies of all relevant licensing from their local council, and from the Scenic Rim Council, to Management, including mobile food van registration.
4. Food stallholders must comply with any local, state & federal health regulations and food acts. More information is available from [www.tamborinemountainshowgrounds.com](http://www.tamborinemountainshowgrounds.com).
5. Failure to comply with Local Council and State regulations may result in immediate closure of stall and future stalls may only be reinstated once Management are satisfied all standards and regulations have been adhered to.
6. All food/drink samplings offered to patrons must be stored covered and protected from dirt/dust/insects.
7. No Stall Holder is permitted to use a deep fryer, or have naked flame to cook food.
8. Please ensure that all rubbish is removed and disposed of appropriately, all boxes broken down and placed in either the bins or the skip. No food scraps are to be left outside the bins or the skip.

## POWER/GAS EQUIPMENT AT THE TAMBORINE MOUNTAIN COUNTRY MARKETS

1. Powered sites are limited in number, and power outlets may only be used with the permission of Management.
2. The power points are 15 amp. Overloading the points will trip the fuses. Your sites WILL be inspected for power usage. Please be aware that old equipment also uses more power.
3. Stallholders must ensure that all electrical equipment and leads are tested and tagged.
4. Cooking with gas is prohibited, unless prior approval of Management is given.
5. Stallholders using electrical appliances must have a suitable fire extinguisher and fire blanket on site.
6. It is the responsibility of the stallholder to ensure their equipment conforms to any and all safety and compliance standards pertaining to their equipment.

## STALLHOLDERS CODE OF CONDUCT AND RESPONSIBILITIES AT THE TAMBORINE MOUNTAIN COUNTRY MARKETS

1. Stallholders must respond co-operatively to any direction given by Management 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. Management reserves the right to relocate stalls in times of a weather event.
2. Stallholders must not act in a verbally or physically abusive, dangerous, or disruptive manner and if they do so, it will not be tolerated and will result in immediate termination.
3. Stallholders must ensure that their activities do not endanger the safety or security of any people at Markets.
4. 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.
5. 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.
6. Stallholders must report immediately to the Management any incident or accident to any person or property that involves loss or could be expected to give rise to a claim.

## WARRANTIES & REPRESENTATIONS, INDEMNITIES AND EXCLUSIONS OF STALLHOLDERS AT THE TAMBORINE MOUNTAIN COUNTRY MARKETS

1. The Manager permits the stallholder to attend the market in reliance on the following warranties and representations hereby made by the stallholder.
2. The stallholder is the owner of the approved products with full power and capacity to sell absolute legal and beneficial ownership of the approved products to a third party without any encumbrance.
3. The stallholder is not in reliance on any representation or statement made by the Manager that is not expressly contained in these regulations.
4. The stallholder is responsible for obtaining all relevant permits and permits required to operate the stallholder's business and that all merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force'
5. The stallholder does not bring into the market any hazardous materials of substances.
6. The stallholder will comply with all of the terms contained in these regulations and will comply with any changes to the market regulations, or any relevant local government and other statutory laws and regulations.
7. Without limiting the generality of these terms, the stallholder acknowledges and agrees the manager is not liable for any claim or loss suffered or incurred by the stallholder in relation to or in connection with:
  - a) Theft or damage of approved products, equipment or goods under the control of the stallholder or any other property of the stallholder at any time including times when the market is not trading.
  - b) Any failure by the stallholder to sell the approved products;
  - c) Any journey from or to the market;
  - d) Anything occurring off the market site, including anything that occurs at market; or
  - e) Damage or injury to any property or person.
8. These limitation provisions are intended to replace any other terms, conditions, warranties and representations implied by statute or otherwise and, accordingly, all such terms are excluded unless the following applies. Certain legislation may imply warranties or conditions or impose obligations on the Manager which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. The limitation provisions are subject to these statutory provisions. In particular, if the statutory provisions apply, the Manager's liability is not limited, in the case of any legislation that prevents any limitation the Manager's liability or, if the legislation does permit a limitation of liability, the Manager's liability is limited to the cost of the Manager refunding the Stall Fee.
9. Without limiting the generality of any other provision of these regulations, the stallholder hereby indemnifies and holds the Manager harmless from and against all claims for Loss arising in connection with or in relation to:
  - a) The Stallholder's occupation of the market;
  - b) The sale or attempted sale of the approved products or any other products or services;
  - c) Any injury or harm suffered by the stallholder;
  - d) Any injury or harm caused to any property or suffered by any person as a direct or indirect

- e) consequence, in whole or in part, of any act or omission by the stallholder;
  - e) Any loss of or damage to the stallholder's property regardless of the cause of that loss or damage;
  - f) The death of any person of a consequence, in whole or in part, of any act or omission by the stallholder;
  - g) Any breach of these regulations by the stallholder; or
  - h) Any legal costs on a full indemnity basis incurred by the Manager as a result of the stallholder's breach of these regulations.
10. The Stallholder acknowledges and agrees that the Manager 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 Manager has made no warranty or representation in relation to or in connection with:
- a) The prospects of the stallholder for selling the approved products at the market;
  - b) The stallholder's access to people visiting the market or the access those people have to the stallholder;
  - c) The existence, number or quality of products that will compete with the approved products for the attention of prospective buyers;
  - d) The existence or extent of services and/or facilities of any kind at the market;
  - e) The position within the market that the stallholder will occupy;
  - f) The suitability of the market for any particular purpose or the existence of any latent or patent defect at the market;
  - g) The extent, if any, to which other visitors to the market might interfere with the stallholder's use of the market;
  - h) The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the Manager;
  - i) 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
  - j) The existence or extent of any security at the market.

## MARKET COORDINATOR REPRESENTATIONS

1. The Market Coordinator's 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 Market Coordinator at any time in writing and without any period of notice. The Market Coordinator reserves the right to undertake any of the following actions without notice:
  - a. Re-locate a stallholder to another stall within the market.
  - b. Require the stallholder to remove from sale any goods or services offered by the stallholder which are not approved products; or
  - c. Request that the stallholder undertake any reasonable measure which in the opinion of the Market Coordinator will improve the safety of the stall or to raise the level of presentation of the stall and its products.
  - d. Sites are not transferable. New owners of businesses are required to re-apply through the usual process, and there is no guarantee that the application will be accepted.

## TERMINATION AND DISCIPLINARY ACTION AT THE TAMBORINE MOUNTAIN COUNTRY MARKETS

1. The Manager 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:
  1. Fails to pay their stall fee in a timely manner;
  2. Fails to abide by the markets set up or pack up conditions;
  3. Fails to abide by the market's trading hours;
  4. Fails to abide by the terms and conditions of the market's rules and regulations;
  5. Fails to limit the products offered for sale to approved;
  6. Commits a criminal act at the market; or
  7. Behaves in a manner that breaches the market's Code of Conduct.
  
2. A three-warning system operates. Warnings for breaches of the regulations may be given verbally by a member of the Tamborine Mountain Country Markets team, or in writing. Stall holders will no longer be invited to the Markets on receipt of the third warning.



## **TAMBORINE MOUNTAIN COUNTRY MARKETS SOCIAL MEDIA POLICY**

1. The full and complete name of these markets is **Tamborine Mountain Country Markets**. This name must be used in all Social Media.
2. The Tamborine Mountain Country Markets social media policy relates to all social media channels used under the Tamborine Mountain Country Markets brand, including Facebook, Twitter, Instagram, YouTube and any other digital sites being operated or that may be operated by Tamborine Mountain Country Markets.
3. This policy exists in order to inform and explain all relevant information and details regarding the expected behaviour of stallholders using and connecting with Tamborine Mountain Country Markets' social media channels. This policy covers personal as well as business accounts.
4. Stallholders must not post a comment or content which is, or could reasonably be considered to be: unlawful, discriminatory, vilifying, menacing, harassing, offensive, threatening, stalking, violent, obscene, defamatory, infringing of intellectual property rights, misleading, false, deceptive, fraudulent or spam.
5. Stallholders must not communicate anything that might damage Tamborine Mountain Country Market's reputation, brand image, commercial interests, or the confidence of our customers.
6. Tamborine Mountain Country Market stallholders must refrain from airing their grievances, negative opinions and/or views on contentious public issues on Tamborine Mountain Country Market social media pages or posts.
7. Tamborine Mountain Country Market may, in its absolute discretion and for any reason, delete any comment posted on its Facebook, Youtube or Instagram channels.
8. All stallholders are welcome to post on the event pages of markets they are attending to promote their stall. All stallholders are welcome to tag Tamborine Mountain Country Markets in posts advertising their stall, products and/or attendance at markets. We will sometimes share these posts, referencing your business account when doing so. Stall holders are discouraged from creating multiple events using the "Frequency" function on their event creation menu. This seems to create and link an alternative Facebook page about the Tamborine Mountain Country Markets, but has nothing to do with the Markets. This is misleading and inappropriate, as it is an unmanned page.
9. Please ensure that if you do create an event on your FB Page, to put your business name first, with the Tamborine Mountain Country Markets as the host.
10. You are welcome to supply, via email or via the Tamborine Mountain Virtual Country Markets site, advertising for your business. This will be shared on our Facebook Pages, and on the Website. For the Website, we need your business name, at least one good quality photos with your logo, your Social Media links, your Website link, and a short bio.

# TAMBORINE MOUNTAIN COUNTRY MARKETS

## STALLHOLDER INFORMATION & OPERATIONAL GUIDELINES

### Structure of the Market

The Tamborine Mountain Country Markets (TMCM) are held at the Tamborine Mountain Show Grounds and is managed by a Volunteer Committee made up of members of the Tamborine Mountain A H & I Society Inc.

The Tamborine Mountain A H & I Society is a not-for-profit volunteer organisation. Stallholder fees are used for the maintenance and upkeep of the Tamborine Mountain Show Grounds, and to ensure the continuation of the Tamborine Mountain Show.

### Market Day & Hours

Tamborine Mountain Country Markets is held from 7:30am-1:30pm on the second Sunday of every month during the year and in all weather.

Permanent stallholders must arrive between 5:30 and 7:30 am and Casual stallholders must arrive between 6:30 and 7:30 am. *No vehicle movement is permitted within the market area between 7.30am-1:30pm.*

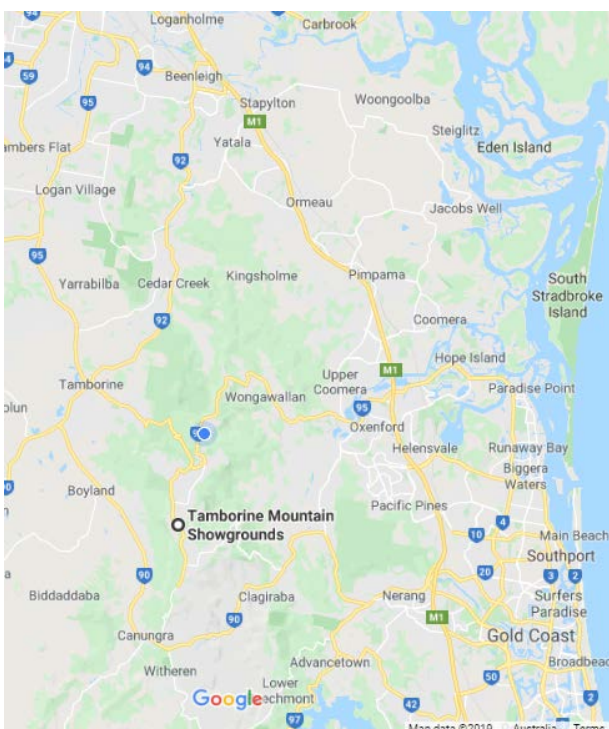
### Location & Site Access

Permanent Stallholders are required to advise the Coordinator of non-attendance. Should the Stallholder fail to do so for three consecutive non-attendances, the site will be forfeit.

Casual Stallholders are required to pre-book sites with the Market Co-Ordinator, as only bookings gain entry. After three consecutive market attendances, casual stall holders are eligible to apply for a permanent site.

Permanent Stallholder access is from 5.30am via the Front Gate located on Main Western Road, Tamborine Mountain.

Casual Stallholder access is from 6:30 am via the Back Gate, located on Normandie Court, Tamborine Mountain.



Site access and parking will be directed by the TMCM Co-Ordinator and TMCM volunteers, who wear hi-vis vests.

To enable emergency vehicle access, only vehicles approved by TMCM committee will be permitted to remain with the stallholder site (eg refrigerated vans and producers with 'tonnage'). Stallholder parking is available on the main arena located within the Show Grounds or on the streets around the Grounds.

Please exercise extreme caution and respect when driving around Tamborine Mountain on Market day.