

NOOSA JUNCTION ASSOCIATION

Twilight Markets Terms & Conditions

PRODUCT CRITERIA

Market Management will assess and determine product suitability for the market against the vision and product criteria listed below. Our aim is to select a broad range of products that are not in conflict with other stall holders and local businesses.

Approved products will include but not be limited to -

- Local made, designed and/or invented
- Art and craft
- Product or service that is unique to the precinct
- Products with exclusive distribution rights and not available through a commercial outlet
- Lifestyle
- Significantly reconditioned products

When there is uncertainty regarding product suitability the Market Manager will consult appropriate stakeholders. Determination by the Market Manager and Noosa Junction Association is final.

New products must be presented for approval before inclusion in your stall. The Market Manager reserves the right to enter any stall site and remove any signage, picture, poster, written material or any other item considered unsafe, inappropriate or offensive. The Market Manager may also remove any unapproved products.

TRADING HOURS

Noosa Junction Twilight Markets will operate from 5pm until 9pm, generally on the 3rd Friday of each month. If there is another Friday in a month that we think will further benefit the markets (long weekends, school holidays), we will endeavour to alter the date with council.

The markets are held on the third Friday of each month.

STALL BOOKINGS

We have a limited number of 3m x 3m stall sites available.

We have several smaller sites available in varying sizes that are suitable for stalls that can be operated without a marquee. Suitability for these smaller sites can be discussed with market management – we welcome your creative input and suggestions for these sites.

There are a few sites that can accommodate bigger marquees - please contact us to discuss.

Our powered sites are limited, and we cannot always guarantee a powered site will be available to non-food stalls. We would suggest non-food stalls utilising LED/battery operated lights where possible.

Invoices will be issued upon approval of your application. Your site is confirmed & booked upon receipt of payment. All payment details will be included on the invoice. No refunds will be issued if you cancel your booking without the required notice. Please refer to the following NO SHOWS section.

Allocation of your stall site is at the discretion of the Market Manager. We will endeavour to give you your preferred position if possible.

STALL FEES

POWERED

Food Stall / Trailer / Truck	\$132.00
Dessert Stall / Trailer	\$77.00
Drinks Stall / Trailer	\$55.00
Single Artisan Stall 3x3	\$60.00
Double Artisan Stall 6x6	\$90.00
Table / Rack	\$40.00

NON-POWERED

Food Stall / Trailer / Truck	\$110.00
Dessert Stall / Trailer	\$55.00
Drinks Stall / Trailer	\$55.00
Single Artisan Stall 3x3	\$45.00
Double Artisan Stall 6x6	\$80.00
Table / Rack	\$30.00

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NO SHOWS AND LAST-MINUTE CANCELLATIONS

Credit will not be issued to any stallholders due to last minute cancellations or no shows.

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.

Stallholders must provide a minimum of 14 days' notice in writing to management to cancel in order to receive a refund of their site fee. Refunds and credit will not be issued under any circumstances unless this written notice is received.

ELECTRICITY AND ELECTRICAL EQUIPMENT

Electricity can be provided to stallholder when required. Power is included in the site fee for all food stallholders. All stalls must provide their own extension lead – suggested length of 25m.

There are numerous LED battery operated and solar lights available for purchase from various outlets if you are not wanting electricity. Open-flamed lights or candles are not acceptable.

You are responsible for your lighting requirements within your stall whether electrical or LED.

Please note your power requirements on the application form. We will endeavour to meet your needs but cannot guarantee that powered sites will always be available to non-food stalls.

Stallholders providing their own power are to ensure that all power leads and/or electrical appliances used are safe and that they comply with Occupational Health & Safety (OHS) requirements and are tagged and tested in accordance with statutory guidelines

PUBLIC LIABILITY INSURANCE

It is the responsibility of all stallholders to hold Public Liability Insurance and indemnity of at least \$20 million, Personal Indemnity and Product Liability (where applicable) as required by law. The insurance policy must name "outdoor markets" as an interested party. Market Management require a copy of your Insurance Certificate of Currency prior to trading.

NJA will hold Public Liability Insurance and Indemnity of at least \$20 million. The policy will cover the use of public place and for market activity and indemnify the NJA in respect of any liability arising from that use.

NJA Market Public Liability does not cover stallholders and/or their products

FOOD LICENSE FOR CONSUMMABLE GOODS

Commercial food stalls must hold a valid food license with Noosa Shire Council. Under the Food Act 2006 all licensable food businesses are also required to have a Food Safety Supervisor Certificate. Further information can be obtained from Noosa Council website -

www.noosa.qld.gov.au/food-business-licencing

It is the stallholders' obligation to ensure that all Council and Government guidelines and health regulations are met, and that all appropriate food licenses are obtained; and the setup of their stall meets all Council, health and safety requirements during trading.

Market Management requires a copy of your Insurance Certificate of Currency prior to trading.

EVENT CANCELLATION/ WET WEATHER

Noosa Junction Twilight Markets is an all-weather market and will continue in all weather conditions. Credit will not be issued to any stallholders who don't attend due to inclement weather.

In extreme weather that poses a public safety risk (lighting, storms and/or big winds), Management may make the decision to cancel the market. Stallholders will be notified of cancellation via the Noosa Junction Association Facebook page - <https://www.facebook.com/noosajunction> and by text/phone. In the event that NJA cancels a market under these conditions, we will credit you for the following market only. Credit will not be carried over for more than one month.

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BUMP IN/BUMP OUT PROCEDURES

Arcadia Street is always a ONE-WAY street. Access is from Lanyana Way.

Road Closure signs will be in place by 3:00pm.

Stallholders will be given designated arrival times from 3.00pm. Please adhere to allocated times.

Market Management will direct stallholders to their sites on arrival.

ALL cars to be off-site by 4.45pm and ready to trade by 5pm

There are no onsite vehicle deliveries permitted during the market operation. Vehicles are not allowed back on site until 9pm. The market site must be vacated and roads open by 10.30pm.

Stallholders are required to unload their vehicles prior to setting up their stall. Please do not set up whilst your vehicle is on-site. Quickly unload and remove your vehicle.

Stallholders are required to stay for the duration of the market and pack down can commence after 8.45pm unless advised differently by Market Management.

All stock and market items are to be packed up prior to bringing vehicles on site. Vehicles to enter market site on the advice from market management.

If a stallholder does not comply with the parking restrictions, they may be refused attendance by the Market Manager.

STALLHOLDER RESPONSIBILITIES

Conflict & abuse towards other stallholders, management, visitors and retailers will not be tolerated and will result in exclusion from the market. We ask that stallholders consider their neighbours, other staff and retailers and treat others with respect. All stallholders shall always act in a professional manner.

Stall areas to remain clean and safe to the public always and to ensure that their product meets statutory health requirements and in no way poses any health risks to the consumer.

Stallholders to supply their own equipment and to ensure they have everything required to operate - gazebo/s, weights/sandbags, walls, table/s, chairs and lighting.

If stallholders do always not have weights attached, they will not be permitted to trade for safety reasons.

Camping tents & tarps are not considered suitable for use as a stall.

Visual presentation is important. Please ensure that your site is always well presented, tidy and safe. Signage promoting your stall and/or products is highly recommended. Signs erected must not impede pedestrian flows and must not display any offensive material.

Stallholders are required to provide their own potable water.

Stallholders are required to provide their own lighting and extension leads (if applicable).

Market site is to be left clean and all rubbish removed.

Stallholders are not permitted to bring pets.

Stallholders are responsible for providing adequate protection of their product in wet weather.

Security of a stallholder's stock, equipment, cash and personal effects is the responsibility of the stallholder.

Stallholders are required to unpack their own vehicles and set up their own marquees.

All grievances are to be solved professionally and privately with the Market Manager. Social media will not be accepted as a tool for airing grievances or negative comments.