

2010 Mittagong Markets Stall Holder Application

Business Name:.....

ABN:..... (Circle one) *Sole Trader*
Company

Contact Person:.....

Address:.....

Town:..... Postcode:.....

Phone:..... Fax:.....

Mobile:..... Car Registration:

Email:.....

Description of Product:

.....
.....
.....

Public/ Product Liability Insurance Details: (Mandatory for each Stall Holder)

Company:.....
.....

Policy No: Expiry
Date:.....

**** (Kindly attach photocopy of Certificate of Currency for Insurance, plus Policy with Registration Form)**

I/We the undersigned have had the Terms and Conditions of the 'Mittagong Markets' explained to Me/Us. I/We have read and understand My/Our responsibilities and their ramifications on Me/Us and I/We acknowledge My/Our agreement to accept them and will abide by them in their entirety.

Signature:..... Printed Name:.....

Date:

2010 Terms and Conditions (Market Director's Copy)

1. Mittagong Markets reserves the right to refuse entry of any stallholder, product and/or produce at their absolute discretion. **Site allocation will be at the discretion of the Market Director.**
2. Mittagong Markets **accepts no responsibility for damage or loss by participating stall holders.**
3. **All stall holders must undertake and carry current Public and Product Liability or Broad Form Insurance** and show proof to Mittagong Markets from time to time or when requested a copy of the Certificate of Currency.
4. **All stall holders are required to have their cars parked in the public parking space provided and off the market site itself by 7:45 a.m.** Exceptions to this are produce stalls which must have the approval of the Market Director.
5. In consideration of others, all stall holders are requested to load and unload their vehicle first and then set up or take down your market stall.
6. Standard Stall Unit: Being nine (9) meters square (3x3) in size. Further units of 9 meters square (3x3) are available at an extra cost.
7. **All Stall holders are responsible for securing their stalls which may include protection against the elements, or additional weights at each leg of the stall itself. Failure to do so could result in the stall holder being asked to leave the site by the Market Director.** If an incident occurs as the result of not complying with this condition, the **stall holder is solely responsible and liable** for any compensation sought in regards to the damage of goods or persons.
8. Mittagong Markets reserves the right to increase or decrease the costing structure of the 'site units' at the discretion of the Market Director and without notice.
9. A '**Regular Attendee**' is identified as one that **attends a minimum of three (3) markets in succession.** If during that period 'Regular Attendee' is **unable to attend he/she must give a minimum of 24 hours notice to the Market Director of their non attendance.** Doing this retains their status as a 'Regular Attendee' and fees due are lower than those of 'Casual Attendee'. Failure to follow this protocol will see the 'Regular Attendee' returning to the status of the 'Casual Attendee' with fees charged reflecting same.
10. A 'Casual Attendee' is a stall holder who does not attend the markets on a regular basis, and whose fees are higher than 'Regular Attendee'. Casual stall holders will have limited choices of the sites available in preference to the 'Regular' Stall holders.
11. **Stall holders are only to display and sell their product or services offering as identified on their 'Stall Holder Application Form. ANY additional goods and products be identified to the Mittagong Market Director 7 days prior to being displayed at the Markets themselves.** Mittagong Markets reserves the right to request that unidentified goods/produce be removed from the Stall holders stand and possibly request that the Stall holder remove themselves from the Market itself.
12. **The Stallholder agrees not to sell, let for hire or by way of trade offer or expose for sale or hire any article which is in breach of Australian copyright legislation.**

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13. Stall holders are to be present for the **market hours which are 8:00 am to 3:00 pm.** Mittagong Markets reserves the right to deny access to sites to stall holders who do not comply with this request.

14. **All rubbish, generated by the stallholder on the day of the market, is the stall holder's sole responsibility to remove at the close of the market day.**
Failure to comply will see a charge of **\$50.00 imposed for the clean up** and **a second breach** will see the stallholder having their **participation cancelled** to future Mittagong Markets.

15. **All Stall holders are to implement and abide by best practice principles in Occupational Health and Safety and Local and State Government Health and Statutory regulations. These standards are outlined in the government handouts provided with the terms and conditions related to the specialty of the stall.**
www.workcover.nsw.gov.au

15a. **The Market Director Reserves the RIGHT TO CANCEL the market due to reasons that could put the Health and Safety of the stall holders and the public at risk without anynotice.**

15b. **Market cancellation is at the discretion of the Market Director** and the Stall holder is responsible to make contact with the Director to confirm cancellation. Should the stall holder assume incorrectly that the Market will be cancelled then their market fees will be forfeit and they may become a 'Casual Attendee'.

16. All Stall holders will be required to follow the 'Mittagong Markets' Market Management Plan and Guidelines.

I, have read and agree to all Terms and Conditions stated in this document and agree to adhere to any regulations in relation to my stall, any failure to do so will find the stall owner solely liable.

Signature

Printed Name

Date