

**Terms and Conditions of Aussie NightMarkets PTY Ltd**

**ACN: 608 911 262**

**Stall Hire:**

Stall fees must be paid two week in advance at all times to secure your Stall. Once payment has been made a stall location will be allocated. For permanent Stall holders, Aussie NightMarkets will endeavor to allocate the same or similar stall location where possible.

Stallholders must have all government required certificates and comply with all relevant local government and other statutory laws that are relevant to the operation of a food business. The stallholder must provide a copy of all required government certificates, including a copy of the stallholders **Food Safety Supervisors** Certificate, to Aussie Night Markets no less than 7 days prior to first operation of the stall and **MUST** display this certificate at all times while trading.

The stallholder must operate a clean and safe environment at all times and MUST comply with **ALL** the NSW Food and Safety Regulations, for more information go to[**http://www.foodauthority.nsw.gov.au/**](http://www.foodauthority.nsw.gov.au/)

The stallholder must provide a list of goods that it intends to sell from the stall and must not sell any other goods without the express written consent of Aussie Night Markets.

The stallholder agrees to act in a professional manner at all times and not threaten, harass or intimidate other stallholders or consumers.

The stallholder is responsible for the supply and erection of its own market tent and trestle tables. The tent must be installed in a proper workman like manner and not cause any damage to the site. The tent must be removed at the completion of the daily trade. The Stall holder must trade within their designated site and must not exceed its boundaries of the 3x3m area. Stallholders are required to ensure their Marquee is weighted down with pegs or sand bags to accommodate for the change of weather as per the NSW Temporary Food Regulations.

10 Amp power is available at per site for an extra $25 per day per 10Amp power cord. Stallholders must ensure that all electrical equipment and leads utilised by the Stallholder inside the Stall must be tagged in compliance with relevant workplace laws and regulations and such tags must be available for inspection at all times, It is the stallholder’s responsibility that the power is used in a safe and correct manner and the stallholder hereby indemnifies Aussie Night Markets for any claims for injury or compensation relating to the usage of the power supply.

**Bump in / Bump Out:**

ANM will create and distribute a BUMP IN roster for all Stallholders for each event. This information includes stall locations, stallholders parking and bump in times. Stallholders must arrive to bump in at their designated time slots and must use this time to unload only.

Stallholders who arrive outside their allocated bump in times will need to contact the events manager who will try to facilitate another time slot where possible. Stallholders who arrive 90 mins prior to the event starting will not be allowed to trade and NO refunds will be issued. Stallholders who are frequently late (arriving outside your allocated bump in time) will be warned and if the lateness continues this may result in termination.

Stallholder’s must trade until the prescribed completion time and then must completely vacate the site before midnight. Packing down before the event closes is not allowed and in breach of this agreement unless advised by Aussie NightMarket.

**Public and Product Liability:**

The stallholder must have valid **Public Liability Insurance** covering not less than **$10,000,000.00.** A copy of the certificate of insurance must be provided to Aussie Night Markets 7 days prior to the operation of the stall.

The stallholder must also have **Product Liability Insurance** with a minimum of **$10,000,000.00** of coverage. A copy of the certificate of insurance must be provided to Aussie Night Markets 7 days prior to the operation of the stall. This is separate to public liability insurance.

Aussie NightMarkethas the right to refuse any stallholder from trading if they do not have both Public and Product Liability or has expired. This is the responsibility of each stallholder to ensure these details are kept up date and current.

**Responsibilities and indemnities:**

The stallholder acknowledges and agrees that Aussie Night Markets makes no warranty or representation in relation to or in connection with the stallholders occupation or use of the market in relation to the stallholders prospects of selling the approved products at the market, the stallholders access to people visiting the market, other products that will be for sale with other stallholders at the market, the availability of any services at the market, the position of the stall at the market, the extent of any advertising or promotional activities and the existence of any security.

The stallholder without limitation hereby indemnifies Aussie Night Markets and its officers from and against all claims for loss in relation to the stallholders occupation of the market, the sale or attempted sale of any products from the stall, the supply of any food or other products, any injury suffered by the stallholder, any injury caused to the property as a result of any action or omission of the stallholder and any injury suffered by any attendees at the market that is a result of any action and or omission of the stallholder.

The hours of operation and the location of the markets are at the sole discretion of Aussie Night Markets and are subject to change at any time.

In the event that Aussie Night Markets becomes insolvent or bankrupt, this agreement can be terminated by Aussie Night Markets by sending written notification to the stallholder to the address stated on this agreement. In the event of any dispute arising between the parties to this agreement, the parties must first attempt mediation as a form of dispute resolution prior to the commencement of any legal proceedings.

By entering into this agreement you undertake to attend and operate the stall on all contracted dates in a safe and professional manner. If you fail to operate your stall on a contracted date, no refund will be given and Aussie Night Markets reserves the right to terminate this agreement.

If you fail to comply with a term or obligation under this agreement, Aussie Night Markets can issue a compliance notice or terminate this agreement at any time by sending written notification to your address that is stated on this agreement.

The stallholder acknowledges that there will be no refund of stallholder fees under any circumstances. The stallholder acknowledges that Aussie NightMarkets will not be liable for any form of compensation or additional payment whatsoever if the Event is cancelled.

Aussie NightMarkets trades regardless of weather, therefore wet weather cancellations do not apply.

The stallholder agrees to act in a professional manner at all times and not threaten, harass or intimidate other stallholders or consumers.