

Beachfront Markets Terms & Conditions

‘Licence to Occupy’

July 1, 2018 – June 30, 2019

1. Licence to Occupy Term and New Applications

- a. A Stallholder who is granted a Licence to Occupy acknowledges that they are a ‘Person Conducting a Business or Undertaking’ and that they must comply with all aspects of the Work Health and Safety Act 2011.
- b. A Stallholder is deemed to be granted consent to Trade at the Market when a Beachfront Markets Application or renewal has been approved in writing by Surfers Paradise Alliance (SPA). An approval may be subject to special conditions or restrictions noted in the written documentation issued by the Markets Manager, which will also include a three (3) month probation period and a refundable bond for new Stallholders.
- c. All Licences need to be reviewed and renewed for each new Licence Term.
- d. Applications for the new Licence Term must be received by SPA by close of business on the date specified.
- e. Currently holding or having held a Licence to Occupy does not guarantee that any future Licence to Occupy will be granted. A refundable bond may be required as a condition of renewal for some Stallholders.
- f. On granting of a Licence to Occupy, the Licensee agrees to abide by the Terms and Conditions outlined in the application and imposes on the Licensee the requirement to operate their business following the Standard Operating Procedures.

2. Term

- a. A Licence is for a twelve (12) month term, from July 1 – June 30 (the Term).
- b. If a Licence is granted after July 1, it will be issued on a pro-rata basis, and only valid for the remainder of the Term.
- c. A new Stallholder will be issued with a probationary permit for a (3) month period. A full permit will be issued if the Stallholder has proven to be reliable, compliant and following the terms of trade.
- d. In addition to Wednesday, Friday & Sunday Markets, supplementary Markets may be held throughout the year. SPA reserves the right to offer Stallholders by category in circumstances where the Market only requires a limited amount of stalls. Where numbers are limited, preference will be given to 3-day stallholders.
- e. Supplementary markets are outside of the Beachfront Markets business-as-usual. Site allocations and footprint are subject to change. Supplementary markets require prepayment by stallholders to secure a site and no refund will be given for non-attendance. Absent days do not apply.

3. Stallholder Classifications

- a. 3-day Stallholders trade three days a week – every Wednesday, Friday and Sunday and are allocated 18 absent

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days per trading term for personal leave.

- b. A 2-day Stallholder trades two days a week, and may choose from Wed/Fri, Wed/Sun or Fri/Sun. A 2-day Stallholder may opt to trade on a third day of the week. 2-day stallholders are allocated 8 absent days per trading term for their personal leave.
- c. Absent Days are pro-rated for Licences issued after 1 July or for Stallholders upgrading from two to three days.
- d. New Stallholders serving a 3-month probation period will be allocated three (3) months of their pro rata absent days for the duration of that period, with the remaining entitlement allocated upon successful completion of their probation period.
- e. A Casual Stallholder may trade on any market day/s with 6 hours' notice in writing via text message to the markets phone number and with payment in advance as set out in Schedule 2. A Casual Stallholder must trade at least once per month or otherwise advise in writing to markets@surfersparadise.com at least monthly that they wish their Casual Licence to Occupy to remain active.
- f. Monthly Stallholders must trade no more and no less than one Market a month, and must notify Markets staff of intention to trade at least 6 hours before the start of the Market. If a Monthly Stallholder does not trade one market a month they will still be charged a site fee for that month. Monthly stallholders are not allocated absent days.
- g. Trial Stallholders may trade on any Market day/s for no more than one month, and must notify Markets staff of their intention to trade at least 6 hours before the start of the Market. At the end of the month, Trial Stallholders must advise if they do not wish to continue their occupancy at Markets or sign up as a regular Stallholder under one of the classifications outlined above.
- h. Stallholders other than Monthly Stallholders may trade for additional days outside of their classification with 6 hours' notice in writing via text message to the markets phone number and with payment in advance as set out in Schedule 2. Stall fees for additional nights will be as per the stallholder's classification.
- i. Due to the benefits assigned to a 3-day Stallholder, a 3-day Stallholder cannot downgrade their classification. If a Stallholder upgrades their classification to 3-day Stallholder, they do so for the remainder of the trading term. Stallholders must give two (2) weeks' notice in writing to adjust their classification, not more than once per trading term.

4. Payment of Stall Fee

- a. The Stall Fee is payable for each Market, by each Stallholder.
- b. The Stall Fees are reviewed annually and the Stall Fees for the 2018 – 2019 term are set out in SCHEDULE 1. Any absences outside of allocated Absent Days as outlined in Clause 3, will be charged to the stallholder as outlined in SCHEDULE 1.
- d. Outstanding payments/arrears must be paid in full prior to trade at any Market or trade will not be granted.
- e. The available methods of payment are outlined in SCHEDULE 2 and are subject to change to meet the needs of the business.

5. Refundable Bond

- a. New Stallholders are subject to a refundable bond of \$300, which must be paid prior to the commencement of trading. This is required of all Stallholders including Monthly, Casual and Trial.

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- b. The Bond is refundable after twelve (12) months of continuous trading.
- c. In the case that a Stallholder does not trade for twelve (12) months, the Bond will be refunded within two (2) weeks after the last day of trade on the proviso of all conditions being met and upon receipt of the bond Refund Form.
- d. The Bond will be forfeited by the Stallholder in the following circumstances:
 - 1. The Stallholder does not give 2 weeks' notice of their intention to terminate their contract.
 - 2. A Stallholder does not trade during their 2 weeks' notice period.
 - 3. Absent days cannot be used in lieu of the notice period. In the case that absent days are used during the notice period, the Stall Fee will be removed from the bond unless the notice period is extended to cover absences.
 - 4. The Stallholder leaves the Market with outstanding fees.
 - 5. The Stallholder has caused damage to the foreshore that will need rectification by SPA.
- e. In the situation where a Stallholder has traded for more than twelve (12) months and has caused damage to the foreshore that will need rectification by SPA, has a history of outstanding fees, has not traded continuously, or for reasons otherwise determined by SPA, that Stallholder may be requested to roll over bond held for a period determined by SPA, or in the case a bond is not held, pay a refundable bond in order to re-sign for a new term.
- f. A Stallholder that has been suspended will be required to pay a refundable bond prior to returning to trade from the suspension period.
- g. Trial and Casual Stallholders must trade for a minimum of six (6) markets in order to qualify for a full bond refund, or will be subject to a \$150 administration fee.

6. Trading Hours

- a. The Trading Hours, unless otherwise advised by SPA in writing will be 4pm – 9pm.
- b. All Stallholders **must be** ready to commence trade in time for the start of the nominated Trading Hours, unless prior arrangements have been made with the Markets Manager/Coordinator.
- c. Stallholders are not permitted to make any sales before the advertised start time of the Markets.
- d. Stallholders must not commence any pack down or bump out activity before 9pm (or the advertised closing time). Pack down must commence at 9pm sharp (or the advertised closing time).
- e. To maintain high levels of visitor/customer satisfaction and avoid service level complaints, Stallholders are permitted to complete any "service related activity" already in progress at the end of trading hours for up to 10 minutes beyond the advertised closing time.
For clarity of application and enforcement "service related activity" is defined as:
 - i. Customers asking questions or offering to buy product whilst the Stallholder is in partial pack down and within 10 minutes of the advertised closing time.
 - ii. Customers who have ordered product or services prior to the advertised closing time and who are receiving service, picking up or paying for the product or service within 10 minutes of the advertised closing time.
 - iii. No transactions for payment, delivery of product or services are permitted beyond 10 minutes of the advertised closing time without the approval of the Markets onsite coordinator and/or SPA Management.
- f. The carpark bump out area will be staffed only until 10.30pm (or 1.5 hours after the advertised closing time) and all stalls must have vacated the foreshore by this time.

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- g. In the event of inclement weather or safety requirements, Markets staff may require Stallholders to pack up their stalls prior to the close of trade.
- h. SPA reserves the right to alter the trading hours during the term of the Licence period.

7. Inclement Weather and Cancellation of Scheduled Market

- a. The Market may operate in varying weather conditions. **Stallholders should not apply for a Licence to Occupy unless they are prepared to trade in outdoor weather conditions.**
- b. It is the responsibility of the Stallholder to have a wet weather contingency and to bring the necessary equipment and covers to protect their products and equipment in adverse weather conditions. Surfers Paradise Alliance will not be held responsible for any loss, damage or injury resulting from adverse weather conditions or any decisions in relation to the continuation of trade during adverse weather conditions.
- c. During the Term, SPA reserves the right, in its absolute discretion to cancel a Market. If a Market is cancelled within 1.5hrs from the start of trade, a credit will apply to those Stallholders trading on the night. This credit does not apply to Stallholders that have already requested an absent day or who do not show up for a Market. Please refer to the *Standard Operating Procedure (SOP)* for further details on procedures applying to inclement weather and extreme weather events.
- d. SPA will use available resources to monitor the weather conditions. A Market may be cancelled at any time by Markets staff where it is deemed unsafe to trade. Guidance on this is detailed in the *Standard Operating Procedure for Surfers Paradise Beachfront Markets*.
- e. If the Market is cancelled, SPA will notify all Stallholders by SMS on the cancelled Market Day (where possible).
- f. It is the responsibility of Stallholders to provide SPA with current contact information so that Stallholders receive regular weather and Market operation updates. Amendments to this contact information are to be made by emailing markets@surfersparadise.com
- g. Each registered stall receives one listing on the Market night SMS alert system. Additional listings are available at a non-refundable subscription cost of \$1 per week including GST, payable in advance of not less than quarterly.

8. Stallholder's Products

- a. A Stallholder is granted a Licence to sell the products that have been approved by the Markets Manager. Some products may have mandatory standards which are regulated by the Australian or State Governments. It is the responsibility of the Licensee to obtain all relevant permits and comply with all relevant laws and standards required to sell their goods and services. For more information contact the Office of Fair Trading, Queensland.
- b. It is a condition of the Licence that the Stallholder does not bring to the Market any hazardous materials or substances.
- c. SPA reserves the right to approve goods and services described in the Application or otherwise alter the range of goods permitted to be sold at the Market. SPA will conduct an annual product audit and review to consider product mix, safety and competition.
- d. No Stallholder has exclusive rights to any product, product line, service or entertainment offering.
- e. SPA will approve stalls based on a determination that the product and experience offered enhances the diversity and uniqueness of the Market, with the potential for increasing visitor numbers and attracting new target

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audiences.

- f. Pre-packaged food Stallholders must comply with the appropriate Regulations at all times and provide SPA with a copy of any certifications / approvals before taking up occupation of the stall.
- g. Live animal Stallholders must comply with the appropriate Regulations at all times and provide SPA with a copy of any required Licences / approvals before taking up occupation of the stall, and provide SPA with any subsequent renewals of same.
- h. Introduction of offensive, illegal, counterfeit, hazardous, indecent or obscene products, including wording, symbols or pictures are prohibited.
- i. Modifications to an existing product or the introduction of a new product **MUST** be approved by SPA in writing before they are put on sale. This can be done by a written request to the Markets Manager including submitting photographs of all products.
- j. SPA requires all Stallholders to have a Refund Policy on display at all times during Trading Hours. It is recommended that Stallholders comply with Queensland law with respect to Refund Policy signage. Please refer to the Office of Fair Trading website - <http://www.fairtrading.qld.gov.au/business-refund-policy.htm>
- k. It is prohibited for Stallholders or their representatives to solicit sales using aggressive sales tactics. This includes calling people over to your stall, stepping outside your stall to hand out flyers or samples, loudly touting your product to visitors or other strategies as deemed inappropriate selling techniques by the Markets Manager.
- l. It is prohibited to engage in any misleading or deceptive conduct in regard to claims made about a product or in sales techniques.

9. Audit of Product Compliance

- a. SPA will conduct random audits to determine compliance with these Terms and Conditions.
- b. A SPA representative must be given access to inspect all equipment, materials and products during an audit.

10. Stall Site

- a. Stallholders shall not occupy any stall site or area in the Market, unless such stall site has been allocated to them by Markets staff.
- b. The Stallholder acknowledges that to operate the Market effectively it is the absolute discretion of SPA to determine the position of each stall site. This may change on each Market or during the trading hours of the Market.
- c. The Stallholder acknowledges that SPA's consent to the Stallholder to occupy a stall site at a Market cannot be assigned by the stallholder to any other person or parties and does not convey any ongoing right to any particular location for a stall site.
- d. Any site designated as a 'corner site' that is assigned to a Stallholder by their request will incur a premium site surcharge of \$15 per night.
- e. The standard dimension of an individual stall site is 3m x 3m. Stallholders can apply for multiple stall sites with additional fees payable.
- f. SPA must approve the size, style and location of all stall signage prior to use. Handwritten signs are not acceptable

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- g. Trading Activity must be confined within the boundaries of the stall site. **No items shall protrude into the footways or public areas, including signage, trollies and storage tubs.**
- h. SPA reserve the right to change the location of the Market at any time.
- i. Stallholders must not shuttle their stock or equipment on the foreshore prior to the designated bump in time of 1.30pm unless otherwise advised in writing by SPA.

11. Electricity

- a. Stallholders must provide all electrical equipment needed to operate their Market Stall. This equipment must comply with all relevant laws and standards.
- b. All sites must be powered by means of a portable power pack such as 'battery' and electronically isolated power inverter. Generators are prohibited other than under exceptional circumstances, where written approval has been given by SPA following completion of a Generator Application Form (per Licence Term). Approved stalls must only operate with a Honda EU 10i or Honda EU 20i model generator, or similar equipment with an operating noise level below 60dB(A).
- c. Ongoing use of approved generators is on the basis of the terms agreed to as part of the generator application form.
- d. All equipment used for power must be contained within the confinement of the stall. Due to health and safety considerations, generators are exempt from confinement only with consideration of the stall site allowing the safe locale of the generator as designated by SPA, such as away from gardens and pedestrian traffic flow.
- e. Council power must not be used at any time for any reason.
- f. Stallholders take responsibility to determine the appropriate equipment to provide power for their Market stall. SPA takes no responsibility for the failure of the Stallholder's equipment or the cost of maintaining, purchasing, or replacing the equipment.

12. Parking

- a. The Stallholder is prohibited from parking a vehicle within a one-block radius of the Markets, except when parking in a paid car parking complex.
- b. Stallholder's vehicles are prohibited from being driven or parked on the footpath of the Esplanade at any time.

13. Vehicle Loading & Unloading

- a. Stallholders must comply with all items listed in the Standard Operating Procedures with reference to vehicle loading and unloading.
- b. Designated bays will be sectioned off for loading / unloading goods from 1.30pm on the day of the Market and 1.5 hours following the Market.
- c. Stallholders are permitted to use the bays for a maximum of ten (10) minutes to load and unload their goods and equipment.
- d. Stallholders will be issued a Parking Pass valid for the term of their Licence and it must be clearly displayed in the windscreen, so that it is visible at all times.

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- e. Stallholders must comply with all traffic rules and regulations.
- f. SPA accepts no responsibility for Stallholders who receive parking fines whilst parking in loading bays, without displaying their Parking Pass.
- g. Vehicles must not be left unattended in the designated parking bays for any reason. After equipment has been unloaded on the foreshore, Stallholders must remove their vehicles from the bump-in zone and park at an alternative appropriate location, before returning to the bump-in area to collect their equipment. This rule has been implemented to allow all Stallholders fair access to our limited bump-in area.
- h. At the end of the Markets, Stallholders must have all their equipment packed and ready for loading before bringing their vehicle to the bump-out zone.
- i. Disabled parking bays and designated loading bays are not to be utilised by Stallholders at any time during vehicle unloading/loading, and during the trading hours of the Market. This includes commercial loading zones.

14. Stall

- a. Stallholders must provide all equipment needed to operate their Market stall. The standard dimension for an individual stall site is a 3m x 3m marquee. Larger marquees are acceptable upon application and will incur a higher fee as set out in SCHEDULE 1. Alternatively, Stallholders may choose to provide their own trestle table and Market umbrella.
- b. It is the Stallholder's responsibility to ensure that all equipment brought to the Market is assembled securely.
- c. In the interest of public safety all equipment must be secured and all structures weighted down in the manner outlined in the Standard Operating Procedure.
- d. All marquees must have detachable sides that can be added or removed easily during inclement weather upon request by Markets staff.
- e. Marquees must be equipped to withstand outdoor weather conditions. If Market staff do not consider a marquee to be of good repair, structurally sound or able to withstand weather conditions on the foreshore, they may request the marquee be dismantled. See recommendations in the Standard Operating procedures 6.4 Marquee Design.
- f. Public access ways must be kept clear at all times and Stallholders must cooperate with Markets staff to ensure the required corridor is maintained along the pedestrian walkway.
- g. Amplified sound is not permitted, without the prior written consent of SPA.
- h. The Stallholder must ensure that all waste products are removed, including litter and other rubbish within the confinement of their stall upon leaving the Market. Public waste bins are not to be utilised by the Stallholder for disposal of this waste.
- i. The Licence to Occupy, Fair Trading Returns Policy and Trading Times must be displayed at all times. The trading times sign must also be displayed at the front of the stall both during set up and pack down so any visitors are aware it is outside regulated trading times.

15. Insurance

- a. A Stallholder must have current Public Liability Insurance in the amount of \$20,000,000.
- b. The Stallholder must provide SPA a copy of the policy and a Certificate of Currency before taking up occupation of the stall, including policy renewals.

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- c. The policy must be in the same name/s or business name as on the Licence.
- d. If a Stallholder's policy is cancelled, SPA must be notified immediately.

16. Operation of Stall

- a. A Stallholder must operate their stall on the days as agreed, for the Term.
- b. SPA must be advised prior to 1.30pm on the day of a Market if a Stallholder intends to use an Absent Day by texting Markets staff on 0404 880 601 or emailing advice to markets@surfersparadise.com prior to the day. If this notice is not given, any available Absent Days cannot be used and the Stallholder will be accountable for the Stall Fee for that night.
- c. If a Stallholder uses all allocated Absent Days, and is unable to attend a Market, the Stallholder must pay the Stall Fee.
- d. Absent Days are to be used for all occasions of a stall being absent from the Markets. Special Leave or additional absent days can only be granted with prior approval, and only in the case of severe hardship or circumstances of significant ill health where an extended absence is required. Stallholders can request a Special Leave Application Form from the office. If a stallholder granted Special Leave or placed On Hold for any reason and is found to be trading elsewhere as a stallholder, consideration will be retracted and arrears for stall fees may be applied.
- e. A Stallholder must not leave their stall unattended for extended periods unless with good cause and only by prior arrangement with Markets staff.

17. General Terms of 'Licence to Occupy'

- a. The Stallholder must comply with all reasonable instructions given by SPA management, its staff and security persons employed by SPA.
- b. The designated Stallholder(s) who has been granted the Licence to Occupy must ensure that all employees or operators of a stall, including temporary operators, are aware of and abide by the Terms & Conditions and Standard Operating Procedures. Any non-compliance by employees or stall operators is the responsibility of the Licensee. Stallholders have the option to schedule new employees to regular Stallholder Inductions by arrangement.
- c. Behaviour that interferes, or may interfere with the enjoyment and safety of other persons, or damages any property where the Markets are held is strictly prohibited. SPA reserves the right to liaise with the relevant authorities to have the person/s removed.
- d. All Stallholders must wear appropriate attire at all times, including Personal Protection Equipment (PPE). PPE is anything used or worn by a person to minimise a risk to the person's health or safety. For the purposes of the Beachfront Markets, this includes but is not limited to wearing shoes and shirts for protection against broken glass and sunburn.
- e. SPA takes no responsibility for personal injury to a Stallholder, its officers or representatives for incorrect manual handling procedures.
- f. All signage used in the stall must be in English. Additional languages may be utilised when deemed appropriate and authorised by SPA.
- g. The Stallholder acknowledges the requirement to protect the confidential nature of all written or verbal communications with SPA. The obligation of a Commercial in Confidence agreement is equally shared by the Stallholder, their authorised representative and SPA.

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- h. It is the obligation of the Licensee to ensure that all contact records are kept up-to-date with SPA. Any change of details can be amended by emailing markets@surfersparadise.com.
- i. From time to time SPA engages the services of professional photographers to gain imagery for purposes of promoting and marketing the Beachfront Markets and Surfers Paradise, including for use by such organisations as Gold Coast Tourism and Tourism and Events Queensland. Ad hoc images may also be taken and used for the purposes of promotion on social media by SPA staff. By agreeing to these Terms & Conditions your consent for use of imagery including your stall and products is implied unless otherwise stated in writing to, and acknowledged by, SPA, each trading term.

18. Termination / Suspension of Licence

- a. In the event that the Stallholder is in breach of any of the Terms and Conditions of this Licence, or any part of the Standard Operating Procedures, SPA is entitled to suspend or terminate this Licence at any time, by giving the Stallholder notice in writing, which is effective upon receipt.
- b. SPA is authorised to suspend or terminate a Licence in its absolute discretion.
- c. All Stallholders must provide two weeks' notice of intention to terminate a Licence to Occupy.
- d. Absent days cannot be used in lieu of the notice period.

19. Change of Ownership

- a. A Licence is not transferable. If a Stallholder's business is on-sold, a new application must be submitted.
- b. SPA does not guarantee the success of a new application.

20. Acknowledgement by Stallholder

The Stallholder acknowledges as follows:

- a. If SPA assigns its rights hereunder, it will provide notice to the Stallholder. Upon execution of a deed, the association or company will become party to the Licence and replace SPA.
- b. This signed 'Licence to Occupy' terminates any previously signed versions thereof.
- c. The Terms and Conditions of the Licence are subject to change at any time. If the Terms and Conditions change, SPA will send Stallholders an updated copy within 14 (fourteen) days.
- d. The Licence may be terminated by the Stallholder at any time by giving two (2) weeks' notice in writing to SPA. All outstanding fees are payable upon termination of the Licence. Absent days cannot be used as part of the two weeks' notification period.

21. Stallholders Code of Conduct

All Stallholders bound by this code:

- a. Shall behave in a professional manner and be of a neat and tidy appearance at all times;
- b. Shall not occupy or operate a Stall under the influence of alcohol or illegal drugs;

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- c. Shall not smoke within the markets zone, in line with Queensland Tobacco Laws;
- d. Shall not interfere with public pedestrian access or access to and from the Market;
- e. Shall not show or use inappropriate materials or products;
- f. Shall not conduct themselves in a violent, abusive or offensive manner or use violent, abusive or offensive behaviour; or harass Market staff, other Stallholders or the public;
- g. Shall not use inappropriate or offensive language;
- h. Shall not tout or aggressively solicit sales, or engage in any misleading or deceptive sales techniques;
- i. Shall do all things reasonably necessary to promote the best interests, image and welfare of the Markets;
- j. Shall uphold the highest customer service standards at all times;
- k. Shall not comment adversely on, or with respect to, the Markets, City of Gold Coast, Surfers Paradise Alliance, Surfers Paradise Alliance staff or management, Surfers Paradise traders and businesses, and other Market Stallholders, on the Internet, social media, news media or on a public occasion;
- l. Shall not engage in any behaviour that brings the Markets into disrepute.

22. Standard Operating Procedure (SOP)

The Stallholder acknowledges as follows:

- a. That all aspects of the Standard Operating Procedures document must be adhered to at all times.

23. Stallholder Indemnity

- a. The Stallholder discharges and indemnifies SPA, its officers, and employees from and against any claim by a third party which may be brought against or made upon or incurred by any of them in connection with:
 - i. The operation of a Market;
 - ii. The sale or attempted sale of any products or services;
 - iii. Injury or harm caused to any property or person as a direct or indirect consequence, in whole or in part, of any act or omission, including loss or damage to the Stallholder's products and property regardless of the cause of that loss or damage;
 - iv. The death of any person as a consequence in whole or part, of any act or omission by the Stallholder its officers or employees;
 - v. A negligent or unlawful act or omission of the Stallholder, its officers, and employees.
 - vi. Breach of the Terms and Conditions of the Licence; or
 - vii. Infringement of the intellectual property rights of any third party, except to the extent the claim is due to the negligent or unlawful act or omission of SPA, its officers or employees.

24. Dispute Resolution Process

- a. It is the objective of SPA to resolve all operational issues and complaints by Stallholders during the Market Trading Hours in collaboration with Markets staff.
- b. Issues and complaints that cannot be resolved during Market Trading Hours should be directed in writing to the Senior Markets Coordinator or the Markets Manager by emailing markets@surfersparadise.com. The Senior Markets Coordinator or the Markets Manager will investigate the complaint and respond to the Stallholder.

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- c. If a Stallholder believes they are the recipient of another Stallholder breaching the Code of Conduct or in any other way feels uncomfortable with the behaviour of another Stallholder, including bullying, harassment or sexual harassment, the Markets Manager will take steps to resolve as necessary. This will include talking to each party, negotiating an outcome and, if required, holding a mediation session between the Stallholders or taking disciplinary action.
- d. If the Stallholder is of the opinion that any issue has not been satisfactorily resolved or is of a sensitive or confidential nature, the Stallholder has the right to refer the matter to the SPA CEO. This must be done in writing and should be directed to ceo@surfersparadise.com. The CEO will investigate the matter and respond within five (5) working days.
- e. If a Stallholder's Licence has been terminated or suspended for one (1) month or greater, in the interest of natural justice, they can request the matter be referred to a Tribunal by emailing the Surfers Paradise Alliance CEO (ceo@surfersparadise.com).
 - I. A request for a Tribunal hearing must be made within five (5) working days of receipt of the response of the review of the case from the CEO.
 - II. Where possible a meeting of the Tribunal will be convened within 10 days from the request.
 - III. A Tribunal will consist of one (1) Surfers Paradise Alliance Board Member, one (1) City of Gold Coast Representative and one (1) elected current Stallholder being a representative of the T&C's Stallholder Committee.
 - IV. The Tribunal will have power to act in the name of Surfers Paradise Alliance and to provide a final determination on all matters.
 - V. The Tribunal will have power to regulate its own procedure. Subject to its obligation to give proper consideration to the matter before it, a Tribunal will generally conduct hearings with as little formality, and with as much expedition, as is permitted by the nature of the matter; the full tribunal procedure document can be obtained on request by parties undergoing the process.
 - VI. The Tribunal may confirm, modify or dismiss the initial decision, provided that any change to the disciplinary measure imposed takes into account the current Terms and Conditions and any relevant aggravating or mitigating circumstances.

25. Definitions

- a. **Application Form** means the document that has been completed by a person when applying to SPA for consent to Trade at the Market under the Terms and Conditions of the Licence to Occupy.
- b. **Market** means an area designated for the purpose of conducting Trading Activity or any other area which SPA has licence to control, operate or regulate as a Market or place where Trading Activity may be undertaken. The Market includes any roadways, car parking and areas of access under the control of SPA for the purpose of operating the Market.
- c. **Licence** means this 'Licence to Occupy'; authorised for the activity where goods and services are offered for sale, sold or promoted, or an activity undertaken with the aim of promoting awareness of the Stallholders or providing entertainment or promotional activities for the purpose of increasing foot traffic to the Market.
- d. **Markets Manager** means the person nominated and authorised by SPA to manage, operate, regulate and control the Markets on a trading night or day. The authority granted extends to the provision to consent or withhold consent to any legal entity to attend, occupy or undertake Trading Activity at a Stall in the Market.
- e. **Markets staff** means persons nominated by SPA to work within the Markets (Markets Manager, Market

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Coordinator, Market Administrator).

- f. **Marquee** means any tent or covered structure that is to be supplied by the Stallholder and erected on a stall site.
- g. **Stall** means the set area that is designated by the Markets Manager for the purposes of Trading Activity.
- h. **Stall Fee** means the amount charged by SPA and payable by the Stallholder to undertake Trading Activity at the Market.
- i. **Stallholder** means a person, persons or legal entity and their employees, staff, representatives or agents that have been granted a Licence to Occupy.
- j. **Monthly Stallholder** means a person, persons or legal entity and their employees, staff, representatives or agents that have been granted a Monthly Licence to Occupy for no more than one night per calendar month within the Term.
- k. **Casual Stallholder** means a person, persons or legal entity and their employees, staff, representatives or agents that have been granted a Casual Licence to Occupy and trade on an ad hoc basis.
- l. **Trial Stallholder** means a person, persons or legal entity and their employees, staff, representatives or agents that have been granted a Trial Licence to Occupy for no more than 1 calendar month.
- m. **Chief Executive Officer** means the SPA person with full responsibility and authority for the governance compliance and operation of the Market which extends to the management standards of all SPA staff, contractors and suppliers.
- n. **Bring into Disrepute** means any action or behaviour that may reflect a negative perception to any member of the public, discredit or cause reputational harm to the Beachfront Markets or SPA, including engaging in any behaviour that would bring a Licensee's business into disrepute.
- o. **Bullying** means to use repeated verbal, physical, social or psychological behaviour that is harmful to another person, to use strength or influence to intimidate someone, to force or make someone feel forcefully coerced to do something, to abuse, or aggressively dominate another person, or to otherwise make another person feel persecuted, tormented, intimidated, pressured, or ostracised.
- p. **Regulations** mean the responsibility and obligation which govern Market trade practices and shall apply jointly and severally.
- q. **Internet** means that the comment was made or the action was uploaded, stored, recorded, transmitted or otherwise conveyed: including but not limited to:
 - I. On a website;
 - II. On a blog;
 - III. Via Internet social media, networking and/or communications platforms such as Facebook, Instagram, Twitter, Bing, Digg, LinkedIn or Messenger.
- r. **Public Occasion** means that the comment was made or the action took place:
 - I. In a public setting; or
 - II. When it is known or ought to be known that the comment or action may be reported in the Media.
- s. **Comment adversely** means to make any comment, whether orally or in writing, or to perform any action that is or might be detrimental to;
 - I. bring into disrepute;
 - II. be inconsistent with,
 - III. be contrary to and/or
 - IV. be prejudicial to the best interests, image or welfare of the Markets.

Initial _____

Date _____

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CONFIRMATION OF STALLHOLDER AGREEMENT

Business Name _____

I _____ (Applicant 1 *print full name*)

I _____ (Applicant 2 *print full name if applicable*)

I _____ (Applicant 3 *print full name if applicable*)

Have read and agree to the Terms and Conditions of the Licence and retained a copy for my/our own records.

I/we agree to comply with the Terms and Conditions and understand they may be changed or modified from time to time and understand that additional copies or updated versions of the Licence can be obtained directly from SPA or on the website www.surfersparadise.com.

I/we understand that should I/we be found to be non-compliant to the Terms and Conditions of the Licence that my/our Licence may be suspended or terminated.

I/we agree to the obligations, fees and terms of trade for: (please tick one)

- | | |
|---|---|
| <input type="checkbox"/> Permanent 2 Market days (Wednesday & Friday) | <input type="checkbox"/> Monthly (1 Market per month) |
| <input type="checkbox"/> Permanent 2 Market days (Wednesday & Sunday) | <input type="checkbox"/> Casual (Any day with notice) |
| <input type="checkbox"/> Permanent 2 Market days (Friday & Sunday) | <input type="checkbox"/> Trial (Maximum duration 1 month) |
| <input type="checkbox"/> Permanent 3 Market days (Wednesday, Friday & Sunday) | |

Signed _____ Date _____ (Applicant 1)

Signed _____ Date _____ (Applicant 2 *if applicable*)

Signed _____ Date _____ (Applicant 3 *if applicable*)

Please circle your stall type in Schedule 1 p.14

Initial _____ Date _____

SCHEDULE 1: STALLHOLDER FEES 2018 – 2019 LICENCE TERM

* PLEASE **CIRCLE** YOUR STALL TYPE IN THE TABLE BELOW

STALLHOLDER FEES (including GST) per night						
STALL TYPE	Table	3x3m marquee	4.5x3m marquee	6x3m marquee	Absent Day Allocation	Restrictions
Permanent 3 days	\$70.00	\$70.00	\$105.00	\$140.00	18	Once a commitment has been made to trade for three days that commitment remains for the remainder of the Term.
Permanent 2 days	\$81.00	\$81.00	\$121.50	\$162.00	8	A Stallholder can upgrade from permanent 2 days to permanent 3 days at any time during the Term. That commitment must then be retained for the remainder of the Term. Absent days are calculated on a Pro Rata basis.
Casual	\$150.00	\$150.00	\$225.00	\$300.00	0	A Stallholder can upgrade from Casual to permanent 2 or 3 days at any time during the Term. That commitment must then be retained for the remainder of the Term. Absent days are calculated on a Pro Rata basis.
Monthly	\$122.00	\$122.00	\$183.00	\$244.00	0	No More and No Less than one (1) Market stall per calendar month.
Trial	\$122.00	\$122.00	\$183.00	\$244.00	0	Any night/s for no more than one (1) calendar month at which time a commitment to one of the above trading options must be made.
Corner	\$15	\$15	\$15	\$15	n/a	A nightly surcharge of \$15 applies to permanent stallholders who request a corner site.

Initial _____ Date _____

SCHEDULE 2: Payment of Stall Fee

- a) The Stall Fee is payable for each Market, by each Stallholder. For Markets held on Wednesdays and Fridays, stall fees must be paid at least 30 minutes prior to the start of Trading Hours, unless the Market has been cancelled in accordance with Section 7. For Markets held on Sundays, stall fees must be paid by 3.30pm on the Friday before if paying by EFTPOS onsite or by 5pm on Thursday if by direct deposit.
- b) On Wednesdays and Fridays stall fee payments can be made using one of the following options:
 - EFTPOS at the market marquee on the day of the Market
 - Direct Deposit before 5pm on the day prior to the Market. Contact the office for bank details.
 - Credit Card over the phone the day prior to the Market.
 - Pre-purchased Market Card.
- c) Stall fees for Sunday Markets must be pre-paid as EFTPOS facilities are not available at the Markets on Sundays. Pre-payment can be made by direct deposit, credit card over the phone at least a day prior to the market (Monday, Tuesday and Thursday only), or by EFTPOS at the Markets marquee at least 30 minutes prior to the start of Trading Hours on any Wednesday or Friday Market day. If you have not pre-paid for a Sunday Market you will not be permitted to trade.
- d) Markets Cards can be pre-purchased in packs of 10 or 20. Markets Cards are non-transferable, not redeemable for cash and non-refundable.
- e) On Wednesdays and Fridays all Stallholders are required to report to the Markets sign-in desk upon arrival at the Markets. Stallholders need to sign in, pay the applicable stall fee (if they haven't pre-paid), and confirm site allocation before setting up the stall. Even if a stallholder has pre-paid they are still required to sign-in at the sign-in desk at least 30 minutes prior to the start of Trading Hours.
- f) For Sunday markets, Stallholders are not required to sign-in at the Markets sign-in desk, however they still need to be allocated a site by staff before they begin set-up. Markets crew will visit each stall for Stallholders to sign in after trade has begun.
- g) Outstanding payments/arrears must be paid in full prior to trade at any Market or trade will not be granted.
- h) Payment options may be updated at any time with notice in writing in order to meet the needs of the business.

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APPENDIX A – ABOUT SURFERS PARADISE ALLIANCE

Surfers Paradise Alliance is the Official Marketing and Management Authority for Surfers Paradise. We are a not-for-profit organisation and a controlled entity of the Council of the City of Gold Coast and funded via rate levies to business owners within the precinct.

The organisation's goals are to:

1. Market and manage Surfers Paradise
2. Increase visitation to Surfers Paradise for the economic benefit of the Surfers Paradise traders and businesses
3. Enhance visitor experiences in Surfers Paradise.

In summary, Surfers Paradise Alliance takes an interest in everything relating to the precinct:

1. Promote Surfers Paradise via Marketing, PR and event initiatives.
2. Stage events and entertainment in collaboration with event partners and Gold Coast City Council.
3. Source and manage cross promotional and event sponsorship opportunities.
4. Conduct Market research on Surfers Paradise.
5. Liaise and work with local traders and businesses in relation to their objectives.
6. Manage and operate the Surfers Paradise Beachfront Markets.

Surfers Paradise Alliance acts to energise Surfers Paradise through a calendar of events tailored to show off the best the precinct has to offer. Our team create, plan and stage community events that attract people and attention to Surfers Paradise. Our goal is to excite our visitors and make Surfers Paradise an exciting place to be.

You can review more about Surfers Paradise and Surfers Paradise Alliance via www.surfersparadise.com

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