

Beachfront Markets Terms & Conditions

‘Licence to Occupy’

1. Stall Fee, Payment of Stall Fee

- a. The Stall Fee is payable for each Market, by each Stallholder. The Stall Fee is payable by each permit holder for each scheduled Market, unless the Market has been cancelled in accordance with Section 5.
- b. Stall Fee payments must be made by EFTPOS or pre-purchased pack (Savings/Cheque account, Visa & MasterCard accepted).
- c. Stallholders are required to report to the Markets Coordinator upon arrival of each Market. Stallholders need to sign in and pay applicable rental fee, and confirm site allocation before setting up Stall.
- d. The Stall Fee payable per Market is \$38.50 including GST.

2. Review of Stall Fee

- a. Surfers Paradise Alliance, in accordance with the Gold Coast City Council Register of General Charges, may increase the Stall Fee by notice (in writing) to the Stallholder during the term of the Licence.

3. Hours of Trade

- a. Markets commence at 5:30pm and cease at 10:00pm. If a Stallholder trades outside of these hours, the Licence may be terminated (exception to service based stallholders – see ‘b’).
- b. Service based stallholders may continue to make sales up until 10pm and have until 10.30pm for all services to be complete. Any trade after 10.30pm will be seen as a breach of the ‘Licence to Occupy’
- c. Stallholders must be ready to trade at 5:30 pm.
- d. Stallholders must not commence pack-up until 10:00pm.
- e. In the event of inclement weather or safety requirements the Market Coordinator may instruct Stallholders to pack up their Stalls prior to 10.00pm.
- f. Surfers Paradise Alliance reserves the right to alter the trading hours at anytime.

4. Term

- a. The Licence is for a twelve (12) month term, from 1 May – 30 April (the Term).
- b. If a Licence is granted after 1 May, it will be issued on a pro-basis, and only valid for the remainder of the Term.
- c. Casual Stalls are not available at the Beachfront Markets.
- d. In addition to Wednesday and Friday night Markets, additional Markets may be held throughout the year. SPA reserve the right to select Stallholders whereby the Market only requires a limited amount of Stalls.

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5. Cancellation of Scheduled Market

- a. During the Term, Surfers Paradise Alliance reserves the right, in its absolute discretion, to cancel a Market. If a Market is cancelled prior to 6:30pm the Stall Fee is not payable.
- b. If the Markets are cancelled, Surfers Paradise Alliance will notify all Stallholders by SMS no later than 4pm on the cancelled Market Day.
- c. It is the responsibility of Stallholders to ensure that Surfers Paradise Alliance has current contact information. Changes can be sent via email to: **markets@surfersparadise.com** or by fax to: **07 5538 8210**.

6. Stallholder's Products

- a. The Stallholder agrees that they are only entitled to sell goods that are handmade, baked or grown by themselves and that are not offered commercially (wholesale or retail) and they acknowledge they are not allowed to sell products that are identical or deemed by SPA to be similar in any way to the products sold by another Stallholder or business in the Surfers Paradise Precinct.
- b. Electrical products made and sold by Stallholders must comply with the relevant electrical safety regulations and AS/NZS Standards, as applicable.
- c. Introduction of offensive, illegal, counterfeit, hazardous, indecent or obscene products, including wording, symbols and pictures is prohibited.
- d. Products that are identical or deemed by Surfers Paradise Alliance to be identical or in any way similar to the products sold by other Stallholders or businesses in the Surfers Paradise Precinct are prohibited from being sold at the Markets.
- e. The sale of food is prohibited, unless approved by Surfers Paradise Alliance. If approved the food must comply with the Policy for Temporary Food Stall Licence at all times.
- f. Modifications to an existing product or the introduction of a new product MUST be approved by Surfers Paradise Alliance.
- g. Products that are introduced or modified that have not been approved are prohibited from being sold.

7. Product Audits

- a. Surfers Paradise Alliance may conduct random Audits to determine compliance with the terms and conditions of the Licence.
- b. During a product audit, the Stallholder must allow Surfers Paradise Alliance to examine the equipment and materials used to make the product.
- c. If a Stallholder does not allow Surfers Paradise Alliance to conduct the Audit, the Stallholder may lose its Licence.

8. Allocation of Stall and Stall Position

- a. It is in the absolute discretion of Surfers Paradise Alliance to determine the position of each Stall. This may change each Market or during the operating hours of the Market.
- b. The maximum dimension of a stall is 3mx3m.
- c. Larger sites may be requested but are not guaranteed. Larger sites (approved only) will attract additional site fees.
- d. Stallholders must have their own marquee.

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- e. Surfers Paradise Alliance, reserve the right to change the location of the entire Markets at anytime upon approval of relevant Stakeholders & Authorities.

9. Electricity

- a. Each Stallholder must provide all equipment needed to operate their Market Stall.
- b. Generators are prohibited, except where (i) a site is powered by a means of 'battery' and electronically isolated power inverter, or (ii) prior written approval has been given by Surfers Paradise Alliance.
- c. All equipment used for power must be contained within the confinement of the 3mx3m allocated space and under the marquee at all times.
- d. Stallholders take responsibility to determine the appropriate equipment to provide power for their Market Stall. Surfers Paradise Alliance takes no responsibility for the failure of the Stallholder's equipment or the cost of maintaining, purchasing, or replacing the equipment.
- e. Electrical cables must be placed in a manner compliant with Workplace Health and Safety regulations. It is the Stallholder's responsibility to ensure their Stall and equipment meets Workplace Health and Safety regulations.
- f. All electrical items must be tagged and tested as per AS Standard AS3760:2003.

10. Parking

- a. The Stallholder is prohibited from parking its vehicle within a one-block radius of the Markets.
- b. Stallholder's vehicles are prohibited from being driven or parked on the footpath or the Esplanade at anytime.

11. Loading & Unloading

- a. During the hours of 2:30pm and 5:00pm designated bays will be sectioned off for unloading goods.
- b. During the hours of 10:00pm – 11:00pm designated bays will be sectioned off for loading goods.
- c. Stallholders are permitted to use the bays for a maximum of twenty (20) minutes to load and unload their goods. Stallholders must display their Licence in their vehicle during this time.

12. Stalls

- a. Stalls must be kept clean at all times.
- b. Public access ways must be kept clear from product and packing boxes.
- c. All Stall equipment must be firmly secured.
- d. Marquees must be 3mx3m, unless otherwise approved in writing by Surfers Paradise Alliance. All Marquees must have 3 closed sides. Sides must be erected in inclement weather or upon request.
- e. Sound is not permitted, without the prior written consent of Surfers Paradise Alliance.
- f. 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 removal of Stallholder waste.
- g. The Licence must be displayed at all times.

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13. Stallholder Indemnity

- a. The Stallholder, discharges and indemnifies Surfers Paradise Alliance, 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:
 - 13.a.1. the operation of a Market;
 - 13.a.2. the sale or attempted sale of any products or services;
 - 13.a.3. 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;
 - 13.a.4. the death of any person as a consequence in whole or part, of any act or omission by the Stallholder its officers or employees;
 - 13.a.5. a negligent or unlawful act or omission of the Stallholder, its officers, and employees.
 - 13.a.6. breach of the Terms and Conditions of the Licence; or
 - 13.a.7. 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 Surfers Paradise Alliance, its officers or employees.

14. Insurance

- a. A Stallholder must have current Public Liability Insurance in the amount of \$10,000,000.
- b. The Stallholder must provide to Surfers Paradise Alliance a copy of the policy and a Certificate of Currency before taking up occupation of the Stall.
- 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, Surfers Paradise Alliance must be notified immediately.
- e. Trading is prohibited without a Certificate of Currency.
- f. Failure to comply with 14(a), (b) or (d) will result in immediate termination of the Licence.

15. Operation of Stall

- a. A Stallholder must operate its Stall every Wednesday and Friday for the Term.
- b. A Stallholder is entitled to be absent for a maximum of eight (8) Market days (*note: there are 2 (two) market days in a week*) in any one Licence period. Absent Days are pro-rated for Licences issued after 1 May.
- c. Surfers Paradise Alliance must be advised in writing by 2.30pm if a Stallholder intends to use an Absent Day, by emailing: **markets@surfersparadise.com**, or by fax to: **07 5538 8210**. Upon notification that the procedure for complying with a request for an Absent Day has not been met, Surfers Paradise Alliance may, in its absolute discretion, terminate the Licence.
- d. If a Licence Holder uses its Absent Days, and is unable to attend a Market, the Stallholder must pay the Stall Fee.
- e. Additional Absent Days may be considered for extreme circumstances. For example, reasons that are outside the Stallholder's control. A letter outlining the reason for the additional Absent Day/s must be submitted to Surfers Paradise Alliance in writing, prior to the next scheduled Market day.

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16. General Terms of 'Licence to Occupy'

- a. The Stallholder must comply with all reasonable instructions given by Surfers Paradise Alliance, its staff and security persons employed by Surfers Paradise Alliance.
- b. Behaviour that interferes, or may interfere with the enjoyment and safety of other persons, or damages any property on the property where the Markets are held is strictly prohibited. Surfers Paradise Alliance reserves the right to liaise with the relevant authorities to have the person/s removed.
- c. Surfers Paradise Alliance takes no responsibility for personal injury to a Stallholder, its officers or representatives for incorrect manual handling procedures.
- d. The Stallholder and its staff must comply with the following: (i) Gold Coast City Council laws, regulations and any statutes or laws applicable to the Markets or products sold by the Stallholder; and (ii) Transport Operations Regulations.
- e. All signage used in the Stall must be in English, additional languages may be utilised when deemed appropriate and authorised by Surfers Paradise Alliance.
- f. Stallholders must keep communications with Surfers Paradise Alliance confidential.

17. Application

- a. The Stallholder must complete the application form and submit it, together with 3 (three) sets of photographs of the product to be sold. Photographs must be printed on A4 paper (3 copies).
- b. Surfers Paradise Alliance reserves the right to reject an application or product/s.
- c. Decisions made by Surfers Paradise Alliance are final.

18. Request to Add or Modify Product Line

- a. Any request to 'Add or Modify' an existing product line must be done by completing a 'Add or Modify' Application Form and submitting 3 (three) copies of photographs printed on A4 paper;
- b. Submission of request to 'Add or Modify' an existing product line does not guarantee approval of the application.

19. Termination of Licence

- a. In the event that the Stallholder is in breach of any of terms or conditions of this Licence, Surfers Paradise Alliance is entitled to terminate this 'Licence to Occupy' at any time, by giving the Stallholder notice in writing, which notice is effective upon receipt.
- b. Surfers Paradise Alliance is authorised to terminate a Licence in its absolute discretion. If Surfers Paradise Alliance terminates this Licence, the Stallholders do not have any right of appeal.

20. Suspension of Licence

- a. In the event that the Stallholder is in breach of any of the terms or conditions of this Licence, Surfers Paradise Alliance is entitled to suspend the Licence by giving to the Stallholder notice in writing. Notice is effective upon receipt.

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21. Renewal of Licence to Occupy

- a. The Licence terminates on the 30th of April each year.
- b. Applications to renew a Licence must be received by Surfers Paradise Alliance on the date specified.
- c. Completion of the Application for Renewal (Renewal Licence) or currently holding or having held a Licence does not guarantee that the applicable Licence will be granted or renewed. If a Renewal Licence is not approved, the holder has no right of appeal.
- d. Surfers Paradise Alliance encourages product change to ensure product diversity and uniqueness. Surfers Paradise Alliance reserves the right to terminate a Licence and to grant a Licence to meet change and demand within the Beachfront Markets.

22. Change of Ownership

- a. A Licence is not transferable. In the event of any sale or proposed sale of the Stallholder's business, a new application must be submitted.
- b. Surfers Paradise Alliance does not guarantee the success of a new application. Applicants are not entitled to any right of appeal if the Licence is not granted.

23. Acknowledgement by Stallholder

The Stallholder acknowledges as follows:

- a. That the Licence is subject to Surfers Paradise Alliance being appointed by the Gold Coast City Council to operate the Markets. In the event that Surfers Paradise Alliance no longer operates the Markets, then this Licence shall be terminated.
- b. If Surfers Paradise Alliance 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 Surfers Paradise Alliance.
- c. This signed 'Licence to Occupy' terminates any previously signed versions thereof.
- d. The terms and conditions of the Licence are subject to change at any time. If the terms and conditions change, Surfers Paradise Alliance will send Stallholders an updated copy of these terms within 14 (fourteen) days.
- e. The Licence may be terminated by the Stallholder at anytime by giving one (1) months notice in writing to Surfers Paradise Alliance. All outstanding fees are payable upon termination of the Licence.
- f. A decision by Surfers Paradise Alliance to terminate a Licence or not grant a renewal is final. Stallholders have no right of appeal.
- g. The Stallholder agrees to comply with the [Stallholders Code of Conduct].

24. Stallholders Code of Conduct

A Stallholder:

- a. Must behave in a professional manner and be of a neat and tidy appearance at all times;
- b. Must not occupy or operate a Stall under the influence of alcohol or illegal drugs;
- c. Must not interfere with public pedestrian access or access to and from the Market;
- d. Must not show or use inappropriate materials;
- e. Must not conduct themselves in a violent, abusive or offensive manner or use violent, abusive or offensive behaviour;
- f. Must not use inappropriate or offensive language; and
- g. Must not tout or aggressively solicit sales.

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25. Definitions

- a. **Application Form** means the document that has been completed by a person when applying for a Licence.
- b. **Market or Markets** means the area designated for the purpose of conducting trading activity.
- c. **Licence** means this 'Licence to Occupy'.
- d. **Markets Coordinator** means the person nominated by Surfers Paradise Alliance to manage the Markets on a trading night or day.
- e. **Marquee** means any tent or covered structure that is to be supplied by the Stallholder or Charitable Organisation and erected within a Stall.
- f. **Stall** means an area of 3mx3m that is designated by the Markets Coordinator for the purposes of trading and is defined by the perimeter of a marquee.
- g. **Stall Fee** means the amount charged by Surfers Paradise Alliance and payable by the Stallholder as consideration for the opportunity to undertake trading activity at the Market.
- h. **Stallholder** means a person, persons or legal entity and their employees, staff, representatives or agents that have been granted a Licence and a Stall to undertake trading activity at the Market.

ACCEPTANCE

I (Applicant 1 *print full name*) _____

I (Applicant 2 *print full name*) _____

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 Surfers Paradise Alliance 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 will be terminated by Surfers Paradise Alliance and I/we have no right of appeal.

Signed (Applicant 1) _____ Date _____

Signed (Applicant 2) _____ Date _____

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