



Brisbane MarketPlace Pty Ltd
Trading Terms and Conditions

External Use Only		
Amended by:	BMP Management	February 2022
Approved and Issued for Use:	Andrew Young/CEO	February 2022
Next Review Date:	BMP Management	February 2022

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We are: Brisbane MarketPlace Pty Ltd (BMP)

Our address is: 385 Sherwood Road, Rocklea Qld 4106 (the Land)

ABN: 67 106 709 077

These Trading Terms and Conditions (**Trading Terms and Conditions**) regulate the business relationship between you (**Stallholder, you**) and BMP (**BMP, we, us, our**). When you book and pay for a Stall from us, you agree to be bound by the Ancillary Documents which are deemed to form part of these Trading Terms and Conditions. The Stallholder must comply with these documents upon a copy of them being provided to the Stallholder.

You acknowledge and agree that you have been provided with a copy of, or provided with access to, the aforementioned documents at the time of your application to be a Stallholder.

All Stallholders at the Saturday Fresh Market (**the Market**) must apply to book a Stall at the Market using BMP's Stallholder Application form.

BMP is not obliged to consent to a Stallholder Application and reserves the right to accept or reject any Stallholder Application in our sole discretion.

BMP's consideration of a Stallholder Application is subject to:

- a) a completed Stallholder Application form being submitted to us;
- b) your agreement to these Trading Terms and Conditions; and
- c) your acknowledgement of receipt of and compliance with the Ancillary Documents.

BMP's acceptance of a Stallholder Application will be notified to the Stallholder in writing. If we do not accept a Stallholder Application, the applicant will be notified in writing.

You acknowledge and agree that by submitting your application for a Stall at the Market (whether or not such application is approved), or by renewing your occupancy of a Stall at the Market, that you have read and understood and agree to comply with Brisbane MarketPlace Trading Terms and Conditions and the Ancillary Documents. Further, you acknowledge and agree that you have been provided with a copy of, or provided with access to, the aforementioned Brisbane MarketPlace Trading Terms and Conditions and Ancillary Documents at the time of your application to be a Stallholder.

You may obtain copies of the associated documents and application forms referred to in these Trading Terms and Conditions by contacting us as follows:

Email: bmp@brisbanemarkets.com.au

Tel: (07) 3915 4277

Fax: (07) 3915 4291

Website: www.brisbanemarketplace.com.au

1. Privacy

- 1.1 You acknowledge and agree that by submitting your application for a Stall at the Market (whether or not such application is approved), or by renewing your occupancy of a Stall at the Market, you confirm that you have read the Privacy Policy and agree to your personal information being handled in accordance with the terms of that Policy.

2. General Terms and Conditions of Entry

- 2.1 The Stallholder acknowledges that the Land upon which the Market is operated is the private property of Brisbane Markets Limited (Owner).
- 2.2 All Stallholders entering upon the Land and the Market agree to:
 - a) comply with these Trading Terms and Conditions and the Ancillary Documents; and
 - b) exercise caution and take an appropriate level of care for their own safety, the safety of any minors or persons in their care, and the safety of others.
- 2.3 If Stallholders wish to enter upon the Land and the Market but are not willing to comply with these General Terms and Conditions of Entry, they should then immediately leave the Market and the Land.
- 2.4 The Owner, and BMP as the licensee of the Land on which the Market is operated, reserve the right to refuse admission to any person, or to require any person already on the Land or within the Market to leave the Land and the Market, for any reason and at any time in the sole discretion of the Owner or BMP. BMP may refuse admission to a Stallholder or require a Stallholder on the Land or within the Market to leave the Land and the Market at any time where the Stallholder is in breach of the covenants and obligations of the Stallholder under these Trading Terms and Conditions or the Ancillary Documents.
- 2.5 In order for BMP and the Owner to maintain a safe, secure and quality-driven operating environment for persons visiting the Market and for Stallholders carrying on business activities within the Markets, all persons entering upon the Land and the Market shall behave in accordance with our reasonable directions and not behave in an offensive or generally anti-social manner and must not make disparaging comments about BMP. In particular, all Stallholders entering the Land and the Market must agree to be bound by and comply with the following:
 - a) You must not (unless otherwise authorised):
 - i) enter the Market except during the times and dates displayed on the entrance signage or on our website, specifying the Market Trading Hours;
 - ii) ride bikes, skateboards, roller blades or scooters within the Market;
 - iii) permit animals to enter upon the Land and the Market (excepting assistance dogs or other animals as agreed by BMP, or as otherwise permitted under these Trading Terms and Conditions);
 - iv) distribute hand bills or other advertising materials;

- v) solicit unauthorised products or business;
 - vi) attempt to sell any product or service unless otherwise authorised by BMP;
 - vii) attempt to sell counterfeit goods, illegal, prohibited, or unauthorised goods, or weapons, knives and swords, including martial arts items and display pieces, any guns, replica guns or toy guns, and pornography;
 - viii) attempt to sell declared invasive plant or pest species;
 - ix) photograph, record or film this Land and / or the Market;
 - x) smoke at the Market in any of the designated non-smoking areas;
 - xi) bring illicit substances, or hazardous chemicals into the Market including alcohol for the purpose of consumption or sale, tobacco, nicotine or tobacco related products for sale, or medications for sale or otherwise;
 - xii) light a fire or naked flame within any area of the Land or the Market;
 - xiii) move a vehicle within the Market trading area during Market Trading Hours;
 - xiv) dispose of any liquids or waste items into drains, gardens, rubbish bins or other non-approved areas of the site;
 - xv) park vehicles, including forklifts, in the designated food court trading area, in the internal Market area, in another Stallholders designated Stall, or any non-approved parking areas;
 - xvi) connect any electrical item that is not tested or tagged in accordance with AS/NSZ 3760 in-service safety inspection of electrical equipment, and is not approved for use by BMP;
 - xvii) attach any tarpaulins, ropes, chains, sticky tape, signage or other to any structure;
 - xviii) use or remove equipment that does not belong to you; or
 - xix) place or store equipment or stock in walkways within the Market, within other Stallholder areas, in non-designated Market areas or on the Owners property.
- b) You must:
- i) obey an instruction of an Authorised Officer of the Owner, BMP or a BMP Employee;
 - ii) enter upon the Land and the Market at your own risk;
 - iii) take full responsibility for any minors or persons in your care that may be accompanying you;
 - iv) inform BMP of any incidents or accidents in person during Market trade or via the Market Hotline number (m) 0452 502 815;
 - v) comply with the Ancillary Documents;

- vi) cross roads at the designated pedestrian crossings and comply with all directional signs and warning notifications, and park all vehicles in approved parking areas only;
- vii) secure all equipment, including marquees so they do not pose risk of injury or damage to any persons or property;
- viii) manage your customers within the vicinity of your Stall, including managing queues and spacing as required;
- ix) undertake any health check required by BMP prior to attendance at the Market, if required; and remove all equipment and waste items from the site at the end of the Market trade.

2.6 Limits of BMP's Liability

- a) BMP and any BMP Employee are not liable for anything they may do or omit to do, or for any loss or damage to any vehicle, property or goods, or death or injury to any person however caused.
- b) Any covenant, warranty or obligation of BMP which is implied by legislation or the common law is excluded, unless it cannot lawfully be excluded. To the extent that BMP cannot exclude the operation of any covenant, warranty or obligation which is implied by legislation or the common law, BMP will be liable only for any loss or damage to any vehicle, property, goods or death or injury to any person to the extent that BMP has breached that implied covenant, warranty or obligation, but is then liable only for the loss or damage directly caused or contributed to by BMP.

2.7 Stallholder's Risk

The Stall, the Stall Items for sale, the property of the Stallholder and the exercise of any right or remedy by the Stallholder under this document are at the sole risk of the Stallholder.

2.8 Stallholder's Indemnity

The Stallholder releases and indemnifies BMP against any claim arising from any:

- a) loss, damage, death or injury to any property or person in or about the Market caused or contributed to by the Stallholder or any use of occupation of the Stall by the Stallholder;
- b) neglect or default of the Stallholder; or
- c) any combination of those things.

2.9 No Warranty of Suitability

- a) BMP gives no warranty (either present or future) as to the suitability or adequacy of the Stall or the Market or the use to which the Stall may be put. The Stallholder shall be deemed to have accepted these Trading Terms and Conditions with full knowledge of and subject to any prohibitions or restrictions on the use of the Stall from time to time under or pursuant to any statute.
- b) The Stallholder shall, at its cost and with the consent of BMP obtain, maintain and comply with all consents, approvals, licenses and all other requirements of local and all other relevant

governmental authorities that may from time to time be necessary or appropriate for the Permitted Use and the conduct of the business of the Stallholder in the Stall, but not so as to affect any other lawful use of the Market. The Stallholder shall not permit any such consent, approval or license once given to lapse or be revoked.

3. Trading Terms

3.1 Stallholder Applications and Allocation of Space

- a) The use of a Stall is granted on the terms and conditions herein by BMP to the Stallholder and commence on the Occupation Date.
- b) Stalls are allocated to Stallholders on a weekly or monthly basis. All applications for a monthly Stall at the Markets must be made using BMP's standard application form for Stall bookings which is subject to BMP's approval in its sole discretion.
- c) Weekly Stalls for the Saturday Fresh Market may be requested by telephone, or in writing only. Any Stallholder approved for weekly attendance at the Market is deemed to accept these Terms and Conditions by entering the Market and operating a Stall.
- d) A Stallholder has a limited right to occupy a Stall in accordance with these Trading Terms and Conditions, and does not have any interest in the Land, exclusive possession, deemed ownership or security of tenure of any Stall at the Market.
- e) Stalls are allocated to Stallholders by BMP in its sole discretion and the location of Stall may change from time to time to facilitate the effective operation of the Market, without prior notice to the Stallholder.
- f) The Market may be subject to maintenance work, redevelopment work and other requirements from time to time and, accordingly, BMP reserves all rights to change the layout of the Market without prior notice. You agree to follow any direction by BMP to relocate your Stall location.
- g) Monthly Stall space sizes at the Market is capped at 10 Stalls per fruit and vegetable trader, all other Stall types are at BMP's discretion.

3.2 Price and Payment

- a) Monthly Stallholders attending the Market will be billed monthly in advance for a monthly Stall location. Full payment (in cleared funds) of the Stall fee is required no later than the last Market day of the current month for the upcoming month of attendance for the Market.
- b) Monthly Stallholder Accounts:
 - i) Payment can be completed up to fourteen (14) days prior to the start of the trading month;
 - ii) Payment terms and methods are available on the Stallholder invoice and includes bpay, credit card and direct deposit/bank transfer;

- c) BMP's online payment system does not store credit card details. All user credit card payments are managed by BMP's hosted bank payment system, which handles all credit card details. Credit card details are not retained by BMP.
- d) All Monthly Stallholders trading at the Market must ensure they duly and punctually pay, or cause to be paid, the allocated Stall Fees to BMP without demand. An administration fee of \$25 for Stall payments made five (5) days or more past the due date will be enforced to all Stallholders.
- e) Attending Stallholders may visit the Site Office to discuss Stall payments and booking changes. BMP Site Office hours for Stallholder business matters are 10am to 1pm on the last Market trading day of each month.
- f) Weekly Stallholders for the Market must book and pay by phone at time of Stall reservation. Weekly booking requests can only be requested until 2pm on the Thursday prior to the operation of the Market.
- g) In the event there has been a malfunction of BMP's online Stall management system, or any other reason which results in an overbooking of the Stall(s) at the Markets, BMP will use reasonable endeavors to contact the affected Stallholder(s) to inform them of the situation. BMP will offer the Stallholder an alternative Stall location or a refund of the fees paid by the Stallholder but will not have any liability to the Stallholder.
- h) Stallholders may book Stall Items or services for use on Market days which are outlined in the Stallholder Price List as 'Additional Services'. Stallholders may book additional services offered by BMP at the Market (subject to availability) and payment for the additional services must be made at the same time as payment for the Stall(s). Where BMP provides goods or services without specific charge to the Stallholder, then it is (or they are) deemed to be provided free of charge, and not to be associated with any other goods or services for which a charge is made. Accordingly, there is no contractual or other obligation upon BMP in respect of those goods or services.
- i) Stallholders who fail to comply with these Trading Terms and Conditions relating to Stall bookings and payments by the prescribed time period, will automatically surrender their allocated Stall for the entire upcoming month at the Markets.
- j) All moneys payable by Stallholders to BMP under these Trading Terms and Conditions are recoverable from the Stallholder as liquidated debts payable on demand.
- k) A review of Stall Fees will occur at least annually in June each year, with the revised fee structure to apply from 1 July each year. The revised fee structure will be notified to Stallholders prior to the commencement of the new financial year. The Owner reserves the right to review Stall Fees from time to time at its absolute discretion.

3.3 Trading Times

- a) All Stallholders must:

- i) comply with the trading times for “Setup” and “Exit” as described in clause 3.3c;
- ii) arrive at the Market site at a time that allows them to set up their Stall for operation by the Customer Trading Period as described in clause 3.3b;
- iii) vacate the Market site on completion of trading within the designated exit period. Please note these times are subject to change; and
- iv) at the Stallholders expense keep the allocated Stall area in good order and condition and free of waste, stock, and equipment.

b) Customer Trading Periods:

Market	Customer Trading Periods
Saturday Fresh Market	6am - 12 noon

c) Stallholder Entry and Exit Times:

Market	Set Up Period	Exit Period*
Saturday Fresh Market	3.15 - 5 am	12:15 - 2pm

** Exit is not permitted until 15 minutes after Market closing to ensure that customers have cleared the Market area.*

- d) Stallholder entry to the Market is subject to the Stallholders prior payment to BMP of the Stall fee and any charges for additional services that are payable by the Stallholder. Stallholders may be refused entry to the Market if BMP has not received the Stall Fees and charges for the allocated Stall.
- e) Stallholders must completely set up their allocated Stall prior to the Customer Trading Period and must occupy their allocated Stall for the entire Customer Trading Period. Stalls must not be packed down until after completion of the Customer Trading Period.
- f) BMP reserves the right to move Weekly and Monthly Stallholders to an alternative Stall location within the Market, without notice or consultation.

3.4 Public liability insurance is required for Stallholders providing a dine-in food offering, for rides and entertainment providers, and for Stallholders who set up equipment and stock on a Friday or leave Market Stall equipment or stock on the Land. When required, public liability insurance must be at least \$10 million per occurrence.

3.5 Notwithstanding clause 3.4, all Stallholders seeking BMP’s consent to store equipment or fixtures at Brisbane MarketPlace must, as a precondition of BMP’s consent:

- a) provide evidence of public liability insurance in the amount of \$10 million per occurrence;
- b) comply with BMP’s pest management plan and pay all costs associated with managing the plan when storing equipment on site or utilising BMP’s shipping container storage facility; and

- c) provide evidence that the stored items are secure and can be locked up.

3.6 Stallholder Guidelines

- a) Where a Stallholder applies to BMP to use or sell electrical equipment during Market operations, the Stallholder must have all electrical items tested and tagged by an authorised certified electrical contractor.
- b) In order to ensure that there is a variety and high standard of goods at the Markets, BMP limits the number of Stalls that may sell goods of a particular category.
- c) Stallholders agree that BMP may include on its website, social media pages and newsletter, the Stallholder's Stall name and a description or image of the Stall, goods and services sold by the Stallholder for advertising purposes.
- d) Monthly Stallholders wishing to change or add to the current goods or services sold must submit in writing to BMP a list of the goods sold, or services provided for approval, along with the intended change(s) to the goods sold or services provided, prior to any Market days booked by the Stallholder. BMP may cancel a Stallholder's prior approval to occupy a Stall at a Market if the goods or services offered for sale are significantly different from the approved goods and services or if the goods are of poor quality.
- e) Stallholders do not have any exclusive rights on the sale of any product type or services throughout any Market. BMP reserves the right to choose the occupant of any Market Stall, as well as the goods and services to be sold at each Stall.
- f) Stallholders are not permitted to sell offensive, illegal, prohibited, counterfeit or unauthorised goods. This includes but not limited to:
 - i) weapons, knives and swords, including martial arts and display pieces;
 - ii) guns, replica guns and toys guns;
 - iii) pornography;
 - iv) tobacco and tobacco related instruments and smoking and vaping apparatus, including nicotine and flavourings;
 - v) alcohol, drugs, medications, and illicit substances; or
 - vi) counterfeit goods of any kind.
- g) Stallholders must undertake to provide Market customers with excellent goods, services and customer service. BMP will not permit a Stallholder to sell substandard quality goods. Where the goods are determined to be substandard by BMP in its absolute discretion, BMP reserves the right to remove the Stallholder from trading at the Market.
- h) All goods that include foods must be kept in an environment that promotes Brisbane City Council (BCC)'s safe food handling techniques. Stallholders are required to comply with relevant legislation and codes in relation to the sales of food, food handling and storage BMP promotes safe food handling and

hygiene. BCC regularly inspects foods Stalls at the Markets to ensure that food handling meets BCC's safe food standards.

- i) Where a Stallholder applies to BMP to sell food at the Markets, the Stallholder must attach to the application copies of all relevant permits and licenses relating to the sale of food. For further information regarding food permits and licenses visit <https://www.brisbane.qld.gov.au/laws-and-permits/laws-and-permits-for-businesses/food-business-licences/starting-a-new-food-business/Market-food-Stall>.
- j) All Stallholders who sell plants, soil, mulch, or turf as declared 'High Risk' items by Department of Agriculture, Forestry and Fisheries must comply with the storage and movement controls under the *Biosecurity Act 2014*, everyone including individuals and organisations has a general biosecurity obligation to take all reasonable steps to prevent the spread of fire ants.
- k) Stallholders in attendance at a Market must comply with the National Fire Ant Movement Controls, including:
 - i) understanding what fire ants look like and what materials they could be moved in;
 - ii) being aware if you are living or working in a fire ant biosecurity zone and the movement controls that apply to you and materials you are working with;
 - iii) taking all reasonable steps to ensure you do not spread fire ants when producing, storing, and moving materials;
 - iv) checking the fire ant advice tool to check if you can legally move your materials within or out of the biosecurity zones before doing so; and
 - v) understanding that a biosecurity instrument permit may be required to move some materials.

For more information regarding fire ant movement controls please visit <https://www.fireants.org.au/treat/business-and-industry/movement-controls>.

- l) Stallholders operating amusement devices must ensure that they comply with all relevant legislation including but not limited to Work Health and Safety Regulations 2011 Division 4, Subdivision 2, and Sections 241 and 242. Find out more at www.legislation.qld.gov.au/legisln/current/w/workhrs11.
- m) Stallholders operating amusement equipment at a Market must carry at all times:
 - i) A current certificate of registration;
 - ii) current records of maintenance schedules;
 - iii) current permits; and
 - iv) all staff members working in the Stall must hold and carry on their person a valid Blue Card certification.
- n) BMP reserves all rights in its absolute discretion to:
 - i) reject an application to sell or supply goods and services at BMP;

- ii) audit a Stall to ensure it complies with these Trading Terms and Conditions without prior notice to the Stallholder. If a Stallholder is non-compliant then BMP, in its absolute discretion, may direct the Stallholder to cease operation and vacate the Markets and the Land immediately; and
- iii) direct a Stallholder to remove goods from a Stall at any time.

3.7 Cancellation of Stall or Stall Items

- a) Bookings of any Weekly Stall or Monthly Stall or Stall Items may be cancelled by BMP or the Stallholder at any point prior to payment. After payment is made by the Stallholder, no refund or credit is available under any circumstances, except as otherwise required by law (including Australian Consumer Law).
- b) Paragraph 3.7(a) does not affect the Stallholders rights in the event that the Stallholder has a genuine and valid legal complaint about the way BMP has provided its services to the Stallholder.
- c) BMP reserves the right to immediately terminate any Stall bookings and/or Stall item bookings made by a Weekly Stallholder or Monthly Stallholder, without reason and in our absolute discretion. Should BMP terminate the bookings under this paragraph 3.7(a), BMP agrees to refund any payments made for all future Market days. BMP also reserves the right to deduct from any payments received or invoice you for the cost of remedying any damage or cleaning required, resulting from any damage caused by the Stallholder on the Land.

3.8 Leave of Absence

- a) All Saturday Fresh Market Stalls are expected to trade at all Market days during the booking period. A Stall position is made available on the basis the Stallholder will operate on all Market days. If a Stallholder decides that they require time off from the Market, the Stallholder must submit a leave of absence form via the BMP website no less than one (1) calendar month prior to the requested leave date. Monthly Stallholders are entitled to one (1) calendar month leave of absence during a Financial Year without penalty. Monthly Stallholders who fail to submit this request in writing will automatically surrender their Monthly position and be required to reapply for a Monthly Stall on their return. Leave of absence approvals will be at BMP's discretion and will be based on the receipt date of the request to ensure the Market still present to an acceptable level.
- b) A Stallholder who is unable to trade at the Market due to an unforeseen emergency must contact BMP prior to the Market day on the relevant contact number below:

BMP Office Number (07) 3915 4277 Monday to Thursday 8am - 3.30pm, Friday 8am – 2pm.

BMP Hotline Number 0452 502 815 Saturday 3.15am - 2pm.

BMP has the right to remove a Stallholder who fails to comply with 3.8(a) or 3.8(b). Refunds are not available for any pre-paid Stalls that do not trade on the specified date.

3.9 Wet Weather Policy

- a) The Saturday Fresh Market is an all-weather Market, trading under roof cover. All Stallholders who have booked and paid for a Stall should attend the Market, regardless of the weather. Stallholders are

encouraged to be prepared for all weather conditions to ensure they can maintain their business operation throughout the Customer Trading Period.

- b) There are no refunds (including for pre-paid Stalls or Stall accessories) in the case of wet weather or if the weather deteriorates during the day. BMP is not held responsible and is not liable for any damage or loss that may result from a Stallholder's decision to trade in adverse weather.
- c) BMP may in its sole discretion decide to cancel or suspend a Market due to adverse weather conditions. BMP will not be held responsible and will not be liable for any damage or loss that may result from BMP's decision to cancel or suspend a Market due to adverse weather conditions.

3.10 Cancelled Markets

- a) In the unlikely event BMP cancels a Market due to circumstances beyond its control, BMP will attempt to notify all Stallholders by either email, phone and/or SMS and will, in addition, place a notification on our website. In these circumstances, any fully paid Stallholder fees will be transferred to the next trading day (where applicable) or applied as a credit to future bookings.
- b) In the unlikely event that a Market site is disrupted as a result of a service provider, BMP will not be held liable for any loss of product and access to the site will be at the Stallholder's risk until services are reinstated.

3.11 Sale or Transfer of Ownership of Stall Businesses

- a) BMP has exclusive rights to all Stalls at the Market. The sale of a Stallholder's business must not include the attachment of a Stall site/space or right to a space at the Market. The occupancy of a Stall is personal and not transferable. Where a Stallholder sells their business, the new business owner must make a separate application to BMP for a Stall. For the avoidance of doubt, BMP will not permit any unauthorised person access to the Markets nor any Stall. BMP must be notified in writing seven (7) working days prior to the next applicable Market trading day, of the proposed sale of a Stallholder's business.
- b) The Stallholder is not permitted to share, assign, transfer, sub-license or allow unauthorised persons to use the Stall or the Stall Items.

3.12 Communications

- a) The primary method of communication to Stallholders is by email. To ensure all notifications are received, Stallholders are advised to:
 - i) ensure their email address and other contact details are kept up to date with BMP, as BMP will often send out information flyers, newsletters and essential communications relating to the Market. A hard copy of this information is available at the BMP information booths at the Market if the Stallholder does not have email address. It is the responsibility of the Stallholder to keep themselves informed of any events that may affect the Markets;
 - ii) sign up to receive the BMP e-newsletter (which is sent via email); and

- iii) like and follow us on Facebook (<https://www.facebook.com/BrisbaneMarketPlace/>) and Instagram (<https://www.instagram.com/brisbaneMarketplace/>).

- b) Stallholders should direct all non-urgent concerns regarding Market operations, or concerns regarding any other Stallholder, to BMP's office during business hours: Monday to Thursday 8am – 3.30pm, Friday 8am – 2pm, and not on Market days.

4. Marketing

BMP may from time to time promote and market the Saturday Fresh Market through the use of social media platforms, website, radio and other advertising mediums. Stallholders consent to the use of any pictures, images or videos of their Stall being used in any such promotion. Stallholders must provide consent for the use of personal images of employees in promotions if requested by BMP, and must participate in any activation, promotion or competitions that are arranged by BMP.

5. Market Rules and Regulations

5.1 The Brisbane Markets Regulations apply to all Stallholders and their employees who are approved to trade at any Stall at the Market. Compliance with the Brisbane Markets® Regulations is an essential condition of BMP's approval for Stallholders to trade at the Market, and can be accessed at <https://brisbanemarkets.com.au/documents/2017/09/brisbane-Markets-regulations.pdf>.

6. General provisions

- 6.1 BMP is not liable for any breach of its obligations resulting from causes beyond BMP's reasonable control including industrial action by BMP Employees or that of any other party, floods, weather conditions or natural disasters.
- 6.2 Except as otherwise provided by law, BMP limits its cumulative and aggregate liability to any Stallholder (including liability arising from any damage or loss) to the value of one month's Stall Fees received from the Stallholder in the preceding month.
- 6.3 No waiver by BMP, in exercising any right, power or provision in these Trading Terms and Conditions shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 6.4 In the event of a dispute arising out of or in connection with these Trading Terms and Conditions or any contract between the Stallholder and BMP, then the Stallholder agrees to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 6.5 These Trading Terms and Conditions shall be governed by and construed in accordance with the law of Queensland, Australia, and shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
- 6.6 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced

form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

7. Policy Statement

- 7.1 BMP Stallholders must ensure that all Stalls meet the requirements set out in the Operating Standards Manual before commencing trade at any Market and ensure continued compliance.
- 7.2 BMP Stallholders must adhere to BMP's merchandise, presentation, operation, and safety standards as set out in these Trading Terms and Conditions and the Operating Standards.
- 7.3 Where a Stallholder operates its Stall during the Market; in order to avoid any doubt and, in addition to the obligations set out in these Trading Terms and Conditions, the Stallholder acknowledges and agrees to be bound by the Operating Standard Manual (Appendix A).
- 7.4 BMP conducts presentation and product audits of Stallholder businesses from time to time, in accordance with the Operating Standards manual to maintain a minimum standard.
- 7.5 BMP is committed to ensuring all Stallholders comply with applicable health and safety standards, presentation, product quality, Government compliance and legislation, in addition to compliance with these Trading Terms and Conditions and Operating Standards Manual.
- 7.6 BMP may, by written notice to Stallholders, make (and subsequently alter) any rules and regulations (the Regulations) or operating requirements (Operating Standards Manual) that BMP may reasonably require for the safety, pedestrian and traffic management, good order, difference and operation of the Markets. Stallholders must comply with the Regulations and the Operating Standards Manual as if these were covenants in this document or a copy of them being provided to the Stallholder.

8. Definitions

- 8.1 In this Agreement, unless the context otherwise requires:

Ancillary Documents means in respect of any Market conducted by BMP:

- a) the Operating Standards Manual;
- b) on the Land owned by BML, the General Terms and Conditions of Entry, the BML Regulations and BML Privacy Policy as published by BML from time to time.

BMP means Brisbane MarketPlace Pty Ltd ABN 67 106 709 077 its successors and assigns.

BMP Employee means each Employee engaged by BMP.

BML means Brisbane Markets Limited ABN 39 064 983 017.

BML Privacy Policy means the policy established by BML in relation to personal information collected by BML concerning persons entering on the Land.

Brisbane Markets Regulations means the rules and regulations established by BML in respect of the use, occupation and entry upon the the Land.

Dangerous Goods means dangerous goods within the meaning of the Dangerous Goods Act 1985.

Dispute Notice means a notice in writing from BMP to the Stallholder in relation to the Stallholder's breach of these Trading Terms and Conditions or any of the associated documents.

General Terms and Conditions of Entry means the conditions of entry imposed by BML on each person who enters the Land.

GST means a goods and services tax within the meaning of the A New Tax System (Goods and Services Tax) Act 1999.

Hazardous Chemical includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertiliser and other chemicals.

Land means the land situated at 250 and 385 Sherwood Road, Rocklea in Queensland, owned by BML.

Market means each Market operated by BMP on the Land.

Market Trading Hours means from the trading hours determined by BMP in its sole discretion.

Month means a calendar month.

Monthly Stall is a Stall that is to be used by a Monthly Stallholder.

Monthly Stallholder is a Stallholder who is allocated a Stall by BMP on a month-to-month basis (with Stall Fees payable based on the number of Saturdays in each month), subject to the Stallholder's ongoing compliance with these Trading Terms and Conditions.

Occupation Date means the date on which the Stallholder first occupied a Stall at the Markets, whether that occurred under these Trading Terms and Conditions or any earlier version of these Trading Terms and Conditions.

Operating Standards Manual means any manual or guide established by BMP or an Owner from time to time regarding the manner and standard which must be met by any person operating at a Market or on the Land.

Owner means in respect of any Market conducted on the Land, BML.

Privacy Policy means BMP's policy in relation to personal information collected by BMP which is attached to these Trading Terms and Conditions.

Person includes any person, company, corporation, body corporate, association, firm, business or partnership accessing or present at the Market or Land.

Saturday Fresh Market means the Market conducted by BMP on the Land each Saturday involving the sale of fresh food, lifestyle products and other items permitted by BMP from time to time.

Schedule of Fees and Charges means the schedule published by BMP from time to time setting out the Stall Fees, fees for Stall Items and additional services that may be provided by BMP.

Stall means a designated area (as determined in BMP's sole discretion) that is allocated to a Stallholder from time to time where the Stallholder may Market and sell certain products which are consistent with the purpose of the Market and the particular Market Precinct.

Stallholder means a BMP approved person or entity who has submitted a properly made booking to operate a Stall at the Market in accordance with these Trading Terms and Conditions.

Stallholder Application is the application made by Stallholders to book a Stall.

Stall Fees means the fees payable by a Stallholder for the use of a Stall.

Stall Items means trestle tables and general waste bins and any other items that may be supplied to the Stallholder by or on behalf of BMP.

Weekly Stall is a Stall that is to be used by a Weekly Stallholder.

Weekly Stallholder is a Stallholder who is allocated a Stall by BMP on a week-to-week basis subject to the Stallholder's ongoing compliance with these Trading Terms and Conditions.

9. Stallholder Acknowledgement:

As an authorised signatory for and on behalf of the Stallholder I confirm that I understood and agree to comply with the Trading Terms and Conditions, and the Ancillary Documents as set out above and otherwise provided to the Stallholder and updated from time to time.

Name:	
Stallholder Name:	
Signature:	
Date:	