



BRISBANE
MARKET
PLACE®

Brisbane Night Market

Terms and Conditions

External Use Only		
Amended by:	BMP Management	August 2018
Approved and Issued for Use:	Andrew Young / CEO	July 2018
Next Review Date:	BMP Management	July 2019

The following sets out the Terms And Conditions of the Licence to be entered into by Brisbane MarketPlace Pty Ltd ABN 67 106 709 077 (**BMP**) of 385 Sherwood Road, Rocklea Qld 4106 (the **Licensor**) in favour of the company/person described as the Licensee in the Licence Schedule (the **Licensee**).

The parties will enter into a licence (the **Licence**) of the Stall described in the Licence Schedule for a term (the **Licence Term**) of 3 months from the Commencement Date outlined in the Licence Schedule to conduct the sale of the Approved Products described in the Licence Schedule.

The Licence will regulate the business relationship between you and BMP. When you book and pay for a Stall from us you must enter into the Licence and you agree to be bound by the Licence and the Ancillary Documents.

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

You must apply to book a Stall at a Market using BMP's standard 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 BMP receiving:

- a) a properly completed Stallholder Application form;
- b) a signed copy of these Brisbane Night Market Terms and Conditions by which you also acknowledge receipt of a copy of or access to the Ancillary Documents; and
- c) signed Brisbane Night Market Licence.

BMP's acceptance of a Stallholder Application will be notified to you in writing by delivery of the Licence which you have executed duly executed by BMP as Licensor. If we do not accept a Stallholder Application, you 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 Website Terms and Conditions, these Brisbane Night Market Terms and Conditions, the Licence 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 Website Terms and Conditions and Ancillary Documents at the time of your application to be a Stallholder.

You may obtain copies of the Ancillary Documents and Application Forms referred to in these Brisbane Night Market 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

Definitions

In these Terms and Conditions

Ancillary Documents means:

- a) these Brisbane Night Market Terms and Conditions;
- b) the BMP Privacy Policy;
- c) the Operating Standards Manual;
- d) the General Terms and Conditions of Entry;
- e) the BML Privacy Policy; and
- f) the BML Regulations as published by BML from time to time.

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

BML means Brisbane Markets Limited ABN 39 064 983 017.

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

BMP Privacy Policy means the policy established by BMP in relation to personal information collected by BMP concerning persons entering into a Licence attending the Market

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

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

Brisbane Night Market means the market conducted by BMP on the BML Land each Friday (and such other days as determined by BMP from time to time) involving the sale of dine in food and other items permitted by BMP from time to time.

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

Market means the Brisbane Night Market operated by BMP on the Land.

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

Privacy Policy means **BML/s Privacy Policy and BMP's Privacy Policy** in relation to personal information collected by BML or BMP which you were either provided with or given access to with the Ancillary Documents.

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

Stallholder means a BMP approved person or entity who enters into the Licence as Licensee.

Terms not otherwise defined in these Terms and Conditions have the same meaning as set out in the Licence.

Marketing and Communications

The majority of BMP's communication to Stallholders will be via 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 and newsletters and essential communications relating to the Markets. A hard copy of this information is available at the BMP information booths at the Market if the Stallholder does not have an email address. It is each Stallholder's responsibility 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).

Approved Products

When submitting an Application Form to BMP where the goods and services being proposed as the Approved Products include the following that the stated requirements are met:

- a) All goods that include foods must be kept in an environment that promotes Brisbane City Council's (BCC) safe food handling techniques. Stallholders are required to comply with relevant local government and 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 sold by Stallholders to ensure that food handling meets BCC's safe food standards.
- b) 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 licences relating to the sale of food. For further information regarding food permits and licences visit <http://www.brisbane.qld.gov.au/about-council/council-information-and-rates/popular-forms/index.htm#food>

- c) Liquor products (beer or wine) can only be sold at those Stalls nominated by BMP. Approved Stallholders must hold and comply with the relevant liquor licences to operate their Stall and provide evidence of that liquor licence to BMP forthwith upon demand.
- d) All Stallholders who sell plants, soil, mulch, or turf as declared 'High Risk' items by the Department of Agriculture, Forestry and Fisheries must have an Approved Risk Management Plan (**ARMP**) as required by Subdivision 3 of Plant Protection Regulation 2002 and must produce a copy of the ARMP to BMP forthwith upon demand. All Stallholders selling high risk items (plants, soil, mulch, or turf) must also comply with fire ant movement controls. If you wish for more information regarding fire ant movement controls please visit www.daf.qld.gov.au/plants/weeds-pest-animals-ants/invasive-ants/fire-ants/restricted-areas/fire-ant-movement-controls
- e) Stallholders who purchase 'High Risk' items from a primary grower or trader must also have 'certificates' available for inspection by BMP upon demand showing compliance.
- f) All Stallholders selling 'Plant, soil, mulch, turf' must have completed 'DAFF' fire ant general awareness training seminar.
- g) 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.pdf
- h) BMP reserves the right in its absolute discretion to reject an Application to sell or supply goods and services or to enter into a Licence.

Stallholder Entry and Exit Times

- a) Stallholder entry must occur between 12.30pm and 3.30pm.
- b) Stallholders must enter and exit the BML Land communicated entry and exit points.
- c) All Stallholders entering the site must provide BMP with details of their vehicle as requested by BMP.
- d) Vehicle access is permitted during 12.30pm and 3.30pm, but must be removed from the BML Land by 3.30pm.
- e) Stallholders must park their vehicles in the designated Stallholder parking area.
- f) Stallholder exit from BML Land at the end of trade must have occurred by 11.30pm.
- g) Access to the Market is only available during the Access Times and Market Trading Hours.

* *exit is not permitted until 15 minutes after the close of Market Trading Hours to ensure that customers have cleared the Market.*

Contingencies

- a) All Stallholders are expected to trade during the Market Trading Hours in accordance with the terms of the Licence.
- b) A Stallholder who is unable to trade at the Market due to an unforeseen emergency must contact BMP prior to the relevant Market Trading Hours on the relevant contact number below:

BMP Office Landline (07) 3915 4277 Monday to Thursday 8am-4pm, Friday 8am – 2pm

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

The Licence Fee is payable regardless of the inability to trade and a refund of Licence Fees paid is not available under any circumstances.

- c) All Stallholders who have entered into a Licence should attend the Market, regardless of the weather. Stallholders are encouraged to bring wet weather attire and suitable wet weather equipment for their Stall and expect that the Market will operate. There are no refunds (including Licence Fees or for Stall accessories) in the case of wet weather or if the weather deteriorates during the Access Times or Market Trading Hours. BMP is not responsible and is not liable for any damage or loss that may result from a Stallholder's decision to trade in adverse weather.
- d) 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 the Market due to adverse weather conditions.
- e) 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 the BMP Website.
- f) In the unlikely event that the Market is disrupted as a result of a service provider, BMP will not be held liable for any loss of product and access to the Market will be a the Stallholder's risk until services are reinstated.

Stallholder Conduct

- a) BMP may appoint a Market Manager to control the Market. The Stallholder must abide by all directions given by the Market Manager and/or BMP Staff, including any BMP contractors.
- b) Should an evacuation be necessary, the Market Manager or BMP Staff will direct all Stallholders and customers to evacuate.

- c) Any Stallholder, its employees or agents, using foul language or behaving in a violent, aggressive or offensive manner towards BMP Staff, other Stallholders, customers or the general public will be removed from the site and may be banned from returning at the Licensor's discretion.

Enquiries

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 - 4pm and Friday 8am – 2pm and not during Market Trading Hours.

Licensee Acknowledgement:

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

Name:	
Stallholder Name:	
Signature:	
Date:	