



BRISBANE  
**MARKET**  
**PLACE**®

Brisbane MarketPlace Pty Ltd  
Trading Terms and Conditions

External Use Only		
Amended by:	BMP Management	July 2019
Approved and Issued for Use:	Andrew Young / CEO	July 2019
Next Review Date:	BMP Management	July 2020

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*We are:* Brisbane MarketPlace Pty Ltd (BMP)

*Our address is:* 385 Sherwood Road, Rocklea Qld 4106

*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 and Brisbane Night Market must apply to book a Stall at a Market using BMP's Stallholder Application form. Monthly Stallholders at the Sunday Discovery Market must apply to book a Stall at a Market using BMP's Stallholder Application form, while Weekly Stallholders at this market can book a stall by website, telephone or on arrival.

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 signed, binding agreement to these Trading Terms and Conditions.
- c) your acknowledgement of receipt of 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 a Market (whether or not such application is approved), or by renewing your occupancy of a Stall at a Market (whether on a weekly or monthly basis), that you have read and understood and agree to comply with Brisbane MarketPlace Website Terms and Conditions (if applicable), these 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 Website Terms and Conditions (if applicable) 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](mailto:bmp@brisbanemarkets.com.au)

Tel: 07 3915 4277

Fax: 07 3915 4291

Website: [www.brisbanemarketplace.com.au](http://www.brisbanemarketplace.com.au)

## 1. Privacy

- 1.1** By signing these Trading Terms and Conditions, 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 Markets are operated is the private property of the 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;
  - 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 this Land and the Market but are not willing to comply with these General Terms and Conditions of Entry they should then immediately leave this Market and the Land.
- 2.4** The Owner of the Land, 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 Owner's or BMP's sole discretion. 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 this Land and the Market shall behave in accordance with our reasonable directions and not behave in an offensive or generally anti-social manner. 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 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 (excluding guide 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) photograph, record or film this Land and / or the Market;
  - ix) smoke at the Market in any of the designated non-smoking areas;
  - x) 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;
  - xi) light a fire or naked flame within any are of the Land or the Market;
  - xii) move a vehicle within the Market trading area during Market Trading Hours.
- b) You must:
- i) obey an instruction of an Authorised Officer of the Owner, BMP or a BMP Employee;
  - ii) enter upon this 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 at the site office or via the Market Hotline number (07) 3915 4200;
  - v) comply with the Ancillary Documents; and
  - vi) cross roads at the designated pedestrian crossings and comply with all directional signs and warning notifications.

## 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 BML 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 cause or contributed to by BMP.

## 2.7 Stallholder's Risk

The Stall, the Stall Items, the Stallholder's Property 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 and licenses from and all other requirements of the 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 licence 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 Sunday Discovery Markets may be booked by telephone, online or allocated upon arrival prior to market opening. Any weekly Stallholder is deemed to accept these Terms and Conditions by entering the Market and operating a stall.
- d) A Stallholder only has a contractual right to use the 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 Stalls may change from time to time without prior notice.
- f) The Market is 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 Markets without prior notice. You agree to follow BMP's directions to relocate your Stall site.

- g) Monthly Stall space available at the Saturday Fresh Markets is capped at 8 stalls per trader.

## 3.2 Price and Payment

- a) Monthly Stallholders attending the Markets 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 Business Day of the current month for the upcoming month of attendance for the Saturday Fresh, Sunday Discovery Market; and Brisbane Night Market (in accordance with the Licence Agreement) regardless of attendance.
- b) Monthly Stallholders may pay:
- i) online (up to fourteen (14) days prior to the start of the month); or
  - ii) at the BMP Markets site office on the last Business Day of the month at the nominated times to make payment by cash, or credit card; or
  - iii) by Bpay (Refer to Invoice for payment details).
- c) BMP's online payment system does not store credit card details. All user credit card payments are transferred to BMP's hosted bank payment system which handles all credit card details. They are not retained by BMP.
- d) All Monthly Stallholders trading at the Saturday Fresh Market, Sunday Discovery Market and Brisbane Night 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 5 days or more past the due date will be enforced to all stallholders.
- e) Attending Stallholders may visit the site office to make Stall payments and booking changes.

### BMP Site Office Hours for Payments and Bookings

Saturday	End of Month Only (last trading Saturday of the current month)	10am – 1pm
Sunday	End of Month (last trading Sunday of the current month)	10am-1pm

- f) Weekly Stallholders for the Sunday Discovery Market must book and pay online, by phone or at the Brisbane MarketPlace Market's site office prior to attending the Market to secure a Stall. Bookings can only be placed until Friday 2pm for the upcoming Sunday Discovery Market. Payment must be made by cash or credit card and cheques will not be accepted.
- g) BMP "Non Booked Stalls" are available weekly at the Sunday Discovery Market without pre booking. Payment will be required upon entry and will be subject to a 'Non Booked Market day' surcharge determined by BMP from time to time in its sole discretion. "Non Booked" Weekly Stallholders will be required to declare all products to be brought into the market, provide proof of identification including a contact telephone number and vehicle registration on entry. Stalls will be allocated by availability and with such allocation subject to the sole discretion of BMP. "Non Booked" Weekly Stallholders will not be accepted at the Saturday Fresh Market or Brisbane Night Market.

- h) 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.
- i) Stallholders may book Stall Items for use on Market days which are outlined in the Stallholder Price List as "Additional Services". Payment for the hire of the Stall Items is to be made at the same time as payment for the Stall(s). Stallholders may also book additional services offered by BMP at each Market (subject to availability) and payment for the additional services must also 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.
- j) 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.
- k) All moneys payable by Stallholders to BMP under these Trading Terms and Conditions are recoverable from the Stallholder as liquidated debts payable on demand.
- l) A review of the 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.
- m) Monthly Stallholders attending the Sunday Discovery Market who cancel any market day reservation for the upcoming month of attendance will forfeit the "Sunday Discovery Market Monthly Stallholder Discount".

### 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;
  - iv) at the Stallholders expense keep the allocated stall area in good order and condition and free of insect pests, rodents and vermin.



b) Customer Trading Periods:

Market	Customer Trading Periods
Saturday Fresh Market	6am-12 noon
Sunday Discovery Market	6am-12 noon
Brisbane Night Market	4pm-10:00 pm

c) Stallholder Entry and Exit Times:

Market	Set Up Period	Exit Period*
Saturday Fresh Market	3.15-5.30am	12:15pm-2:00pm
Sunday Discovery Market	3.45-5.30am	12:15pm-2:00pm
Brisbane Night Market	1:30 – 3:30pm	10:15pm – 1:00am

\* *exit is not permitted until 15 minutes after market closing to ensure that customers have cleared the market area.*

- d) Stallholder's entry to the Markets is subject to 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 set up their allocated Stall prior to the Customer Trading Period and must occupy their allocated Stall for the entire Customer Trading Periods. Stalls must not be packed down until after completion of the Customer Trading Period.
- f) Stallholders who have booked and pre-paid for a Stall must be set-up and in full occupancy of that stall 30 minutes prior to the commencement of the Customer Trading Period. Stallholders who have not occupied their Stall by this time may forfeit their Stall booking and will not be entitled to any credit or refund of Stall Fees and other charges. BMP reserves the right to allocate the pre-booked Stall to another Stallholder in these circumstances.
- g) BMP reserves the right to move Weekly and Monthly Stallholders to an alternative Stall location within the relevant Market, without notice or consultation.

3.4 As a condition of operating at Brisbane Night Market, Stallholders must provide evidence of insurance for public liability to BMP. The policy or certificate of currency must cover the Stallholder for an amount of at least \$10 million per occurrence and relate to the operation of their market Stall business.

3.5 Public liability insurance is not mandatory at the Brisbane MarketPlace Saturday Fresh Market and Sunday Discovery Market for general Stallholders, however all Dine in Food Stalls must have public liability insurance of at least \$10 million per occurrence.

3.6 Notwithstanding clause 3.5, all Stallholders seeking BMP's consent to store equipment or fixtures at the 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; and
- b) have a current pest management plan in a format approved by BMP; and
- c) provide evidence that the stored items are secure and can be locked up.

### 3.7 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 a 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 of the 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, 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 any Markets 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 apparatuses; including nicotine and flavourings
  - v) Alcohol, drugs, medications, and illicit substances
  - vi) Counterfeit good of any kind.
- g) Stallholders must undertake to provide Market customers with excellent goods, services and customer service. BMP will not permit Stallholders 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 further at BMP.

- h) 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.
- 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 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>
- j) All Stallholders who sell plants, soil, mulch, or turf as declared 'High Risk' items by Department of Agriculture, Forestry and Fisheries must have an Approved Risk Management Plan (ARMP) as required by Subdivision 3 of Plant Protection Regulation 2002. 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](http://www.daf.qld.gov.au/plants/weeds-pest-animals-ants/invasive-ants/fire-ants/restricted-areas/fire-ant-movement-controls). The following requirements are also in place:
  - i) Stallholders in attendance at a Market must have their ARMP's displayed and must have the relevant certificates and permits available at all times whilst operating at a market Stall.
  - ii) Stallholders who purchase 'high risk items' from a primary grower or trader must also have 'certificates' available showing compliance.
  - iii) All Stallholders selling 'Plant, soil, mulch, turf' must have completed 'DAFF' fire ant general awareness training seminar.
- k) All Stallholders who are approved to sell birds or fish must provide evidence and maintain all relevant permits and licenses to sell animals, and comply with the BMP Stallholder Pet Stall Guidelines.
- 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/legisltn/current/w/workshr11.pdf](http://www.legislation.qld.gov.au/legisltn/current/w/workshr11.pdf)
- m) Stallholders operating amusement equipment at a Market must carry at all times;
  - i) current certificate of registration;
  - ii) current records of maintenance schedules;
  - iii) current permits.
  - iv) All staff 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, it may direct the Stallholder to cease operation and vacate the Markets and the land immediately;
- iii) direct a Stallholder to remove Goods from a Stall at any time.

## 3.8 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 receipt of payment by BMP, no refund or credit is available under any circumstances, except as otherwise required by law (including Australian Consumer Law).
- b) Paragraph 3.8(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 3.8(a), BMP agrees to refund any payments made for Market days not yet passed. BMP also reserve the right to deduct from any payments received or charge you for the cost of remedying any damage or cleaning required to clean or repair any damage caused by the Stallholder on the Market site.

## 3.9 Leave of Absence

- a) All Saturday Fresh Market, Sunday Discovery Market Dine in Food Stalls and Brisbane Night Market Licensed Stallholders are expected to trade on all operating 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 do require time off from the Market the Stallholder must submit a leave of absence form via the BMP website no less than one calendar month prior to the requested leave date. Monthly Stallholders are entitled to one 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 absent approvals will be at BMP's discretion and will be based on the receipt date of the request to ensure the Markets still present to an acceptable level.
- b) If a Monthly Stallholder at the Sunday Discovery Market cannot attend each Sunday for the entire month, the Stallholder must notify BMP using the standard absentee form by the last business trading day of the month prior to the upcoming month to ensure their Monthly Stall site is reserved. If the Stallholder complies with this clause, the Stallholder will not be charged for those dates of non-attendance. The Stallholder will then surrender the Monthly Stall Fee discount due to non-attendance of the full month. For the avoidance of doubt, no refunds are available for pre-paid Stalls.
- c) A Stallholder who is unable to trade at the Markets due to an unforeseen emergency must contact BMP prior to the market day 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 Friday 2pm – 10pm, Saturday and Sunday 3.15am-2pm

BMP has the right to remove a Stallholder who fails to comply with 3.9(a) and 3.9(b). Refunds are not available for any pre-paid Stalls that do not trade on the specified date.

### 3.10 Wet Weather Policy

- a) All Stallholders who have booked and paid for a Stall should attend the Market's, regardless of the weather. Stallholders are encouraged to bring wet weather attire and suitable wet weather equipment for their Stall and expect that the Markets will operate. 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.
- b) 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.

### 3.11 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 a the Stallholder's risk until services are reinstated.

### 3.12 Sale or Transfer of Ownership of Stall businesses

- a) BMP has exclusive rights to all Stalls at the Markets. The sale of a Stallholder's business must not include the attachment of a Stall site/space or right to a space at any Market. The occupancy of a Stall is personal and not transferable. Where a stallholder sells its 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 within seven (7) working days prior to the next applicable trading Market day of the proposed sale of a Stallholder's business.
- b) The Stallholder is prohibited to share, assign, transfer; sub-licence or allow unauthorised persons to use the Stall or the Stall Items.

### 3.13 Communications

- a) 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 each Market if the Stallholder does not have 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).

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 - 4pm, Friday 8am – 2pm and not on Market days.

## **4. Market Rules and Regulations**

4.1 The BML Regulations apply to all Stallholders and their employees who are approved to trade at any Stall at Brisbane MarketPlace. Compliance with the Brisbane Markets® Regulations is an essential condition of BMP's approval for Stallholders to trade at all Market Sites operated by the Owner.

## **5. General provisions**

5.1 BMP is not liable for any breach of its obligations resulting from causes beyond BMP's reasonable control including industrial action by BMP's Employees or that of any other party, floods, weather conditions or natural disasters.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

## **6. Policy Statement**

6.1 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

- 6.2 BMP's merchandise, presentation, operation and safety standards as set out in these Trading Terms and Conditions and the Operating Standards Manual must be adhered to at all times.
- 6.3 Where a Stallholder operates its Stall during the 'Markets'; 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).
- 6.4 The Stallholder acknowledges and agrees to the 'Markets' use of the 'Stallholder Audit System' as outlined in the Operating Standard Manual (Appendix A).
- 6.5 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.
- 6.6 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.

## 7. Definitions

7.1 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; and
- c)

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

**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 Night involving the sale of freshly cooked food, drinks, dessert products and lifestyle products and other items permitted by BMP from time to time.

**Common Areas** means those parts of the Market from time to time designated by BMP as being for common use;

**Dangerous Goods** means dangerous goods within the meaning of the Dangerous Goods Act 1985;

**Days and Hours of Operation** means the days and hours of operation specified;

**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 BML 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 BML Land and the BRC Land as the case may require.

**Market** means each market operated by BMP on the Land, including the Eagle Farm Markets and Rocklea Markets;

**Market Manager** means the Manager or Co-ordinator appointed by BMP to manage the Market from time to time;

**Market Precinct** means a precinct within the Market in which there is a specialised trade for certain products;

**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 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 BML 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

**Rocklea Markets** means the markets conducted by BMP on the BML Land including the Saturday Fresh Market, the Sunday Discovery Market, and the Brisbane Night Market.



**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 BML 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;

**Sunday Discovery Markets** means the market conducted by BMP on the BML Land each Sunday involving the sale of arts, craft, clothing, plants, collectables, new and used items, books, CD's, DVD's, toys and other items permitted by BMP from time to time.

**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;

## 8. Stallholder Acknowledgement:

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

<b>Name:</b>	
<b>Stallholder Name:</b>	
<b>Signature:</b>	
<b>Date:</b>	