

ALDINGA BAY

Business and Tourism Association

TERMS & CONDITIONS

ALDINGA BAY BEACH MARKET

Event Details:

Sunday 26th January 2020

9am to 3pm

Snapper Point Reserve, The Esplanade, Aldinga Beach

1. DEFINITIONS

- **'Association'** means the Aldinga Bay Business & Tourism Association Inc
- **'Committee'** means the Executive Committee of the Aldinga Bay Business & Tourism Association
- **'Event Coordinator'** means the person appointed by the Aldinga Bay Business & Tourism Association Inc (ABB&TA) for the purpose of co-ordinating the Aldinga Bay Beach Market event.
- **'Site'** means the location (land or building) either leased or loaned to ABB&TA for the purpose of conducting the market

2. LIABILITY INSURANCE

- Stallholders must have a current Public and Products Liability Insurance policy for at least **\$10,000,000**. A copy of your insurance certificate of currency is required as proof and needs to be submitted with the application or prior to the event.

3. RIGHT TO TRADE

- The committee reserves the right to refuse and/or deny the right to trade if goods are not of a suitable standard (eg offensive or illegal goods and goods of inferior quality) or if goods do not comply with item 7 specifications.

4. THE FEE

The Fee is payable upon an application being approved and must be paid before the event. Any cancellations made 96 hours prior to the market will be non-transferrable or refundable. The Committee will provide to the stallholder a tax invoice with payment details.

Schedule of Fees Fee Stall Holder

– Market Stall:	3 x 3 metre space	\$30
<i>(all market stall sites are UNPOWERED)</i>		
- Food Vendor:	6 x 3 metre space	\$100
<i>(a larger area can be arranged for food vendors upon request)</i>		

5. OPERATING HOURS

- The event will be open to the public from 9am to 3pm on Sunday 26th January 2020.

6. STALLHOLDERS' RESPONSIBILITY

- Stallholders are responsible for ensuring that their products conform to Australian Standards.
- Stallholders are responsible for the supply and installation of all equipment that they require for their stall (Marquees, Weights to secure marquees, Trestle Tables, Table Cloths, Chairs etc)
- ** Pegs will not be able to be used to secure marquees - weights must be used.
- Stallholders are responsible for keeping their site area well presented, tidy, clean and must remove all rubbish at the end of the event.
- Stallholders are not permitted to sell, transfer or sublet their site. Site sharing is permitted only with written approval market coordinator.

7. GOODS ELIGIBLE TO BE SOLD AT THIS MARKET

The market is advertised as a market and as such the eligible specifications are:-

- Note that resellers are permitted.
- No second-hand goods will be accepted.
- Handwork applied to manufactured items must be individual, creative and substantial.
- All goods must be of high quality and must be handmade or locally produced.
- Selling of goods on consignment will be not be permitted
- Reproduction of ideas and/or designs of other stallholders is against the spirit of the market and may breach copyright laws.
- Only the goods listed on your Application to Trade Form that has been approved by the Committee may be sold.

If you wish to add or change the items you wish to sell, you are required to notify the Association at least 7 days before the event.

8. FOOD VENDORS

- It is a requirement that all Stallholders intending to sell food for human consumption within the council area complete and return a Food Business Notification Form before commencing any food handling operations. The form is available from City of Onkaparinga.

http://www.onkaparingacity.com/onka/living_here/community/healthy_communities/food_safety.jsp

They will then issue you with a Food Business Registration Number which needs to be included on the Application to Trade form. Stallholders selling food for human consumption are required to be familiar with the Food Safety Legislation.

9. ELECTRICAL EQUIPMENT

- Users of electrical equipment at the market are required to have this equipment tested and tagged by an appropriately qualified person on an annual basis. Proof of current tags is required. Tags will be checked routinely. We also ask that generators be the type with limited noise ie. Good quality muffler.

10. SETTING UP STALLS PROCEDURE

- Stallholders must access the site area as per directed on the day. Information will be sent out to stallholders prior to the event with a site map and set up instructions.
- After set up is completed, stallholders must park their vehicles in the streets surrounding the site. NO VEHICLES will be permitted to stay in the market stall / food vendor site area.
- Set up is 1.5 hours before the market commences at 9am.
- All stalls must be set up and ready to trade by 9am.
- Stallholders must not pack up before the published closing times of 2pm.

11. TRADING

- Stallholders may not vacate their site. If there are extenuating circumstances, in consultation with the Market Coordinator, a stallholder may transfer responsibility for the stall to another person in their absence.
- Food sellers must provide a rubbish bin for any rubbish generated by their sales; they must also collect any rubbish in the vicinity of their stall and dispose of this rubbish off-site.
- The sale of raffle tickets (lottery of any kind) must be approved of one month in advance by the Committee. No bingo tickets are permitted.

*** SPECIAL CONDITIONS OF TRADING AT THE ALDINGA BAY BEACH MARKET ****

As this event is part of the Santos Tour Down Under, all food vendors and market stall holders must comply with the following Sponsor Exclusivity:

Sponsor Exclusivity:

Businesses that operate within 250 meters of the race route, or associated event, on the day of the Stage or event, are free to continue to do so "normally" without any ramifications. This includes:

- Selling beverages (soft drink, water, coffee, beer and wine) which are not from the exclusive Santos Tour Down Under Event Partners within the existing, licenced designated confines of their business space
- *Example:* A supermarket which is on the route of Stage 3 (within 250 meters of the stage route) sells "Brand B" soft drink within the designated store/retail area, and the STDU has an exclusive arrangement with "Brand A"
- The supermarket is free to continue selling "Brand B" on the day of Stage 3 without any ramifications, so long as they continue to sell "Brand B" within the designated store/retail area and do not make any special provisions outside of this area to sell "Brand B".

However, the supermarket would contravene the *Major Events Act 2013* if they undertook the following which fall outside their "normal" actions of trade:

- A supermarket which is on the route of Stage 3 (within 250 meters of the stage route) sells "Brand B" soft drink and the STDU has an exclusive arrangement with "Brand A". The supermarket wishes to attract more customers and sells "Brand B" from a temporary retail site adjacent the supermarket, which is within 250 meters of the race route
- As this is not part of the supermarket's "normal" actions of trade, or within the designated store/retail area, they are conflicting with "Brand A" which has exclusive rights for their soft drink category under the *Major Events Act 2013*.

The same principle can be applied to other traders which sell products other than those determined under exclusive categories. Example:

- A hotel which is on the route of Stage 2 (within 250 meters of the stage route) sells "Brand B" beer and the STDU has an exclusive arrangement with "Brand A". The hotel wishes to attract more customers and sells "Brand B" from a "pop-up store" located outside the hotel, which is outside of their existing, licenced designated confines of their business space
- As this is not part of the hotel's "normal" actions of trade, they are conflicting with "Brand A" which has exclusive rights for the beer category under the *Major Events Act 2013*.

Please see the 'TDU Sponsor Products' document for the information on what Drinks and Coffee brands can be sold at this event.

12. WEATHER (Outdoor markets only)

- The event will only be cancelled if weather conditions pose a risk to vendors and patrons ie high winds and or combined with high temperature 39 deg and over. If the weather forecast is unfavourable we leave attendance to your discretion. If you will not be attending due to weather conditions, please inform the event coordinator by 7am on the day.
- Weather conditions on the Aldinga Beach esplanade can be unpredictable and the Market site is exposed to all weather. All stallholders must secure all tents, gazebos, umbrellas, clothes racks, signage and any other items which are at risk of being affected by high winds.
- Any stallholders not adhering to this requirement will be asked to remove the item constituting the risk.
- All stallholders are requested to practice sun safety. Hats, sunscreen, and water are recommended on summer days as there is no natural shade on the site.

13. APPLICATION PROCESS

- Complete a Market Stall / Food Vendor Application Form by the advertised date.
- Late applications may only be accepted at the discretion of the committee.
- Present a copy of an up to date Certificate of Currency for Public & Products Liability Insurance. Please ensure that any insurance renewals are done before the Thursday prior to market Sunday. If your paperwork is not up to date, you will not be permitted to trade.
- Food vendors need to provide their Food Business Registration Number on the application form.
- All applications will be reviewed by the Association and applicants will be notified if they have been approved to attend the event by the 31st December 2019.

14. GRIEVANCE PROCEDURE

- If a stallholder has a grievance, the issue should be raised with the Event Coordinator, who will assess the situation and seek to offer a solution at the time. If the issue is unable to be resolved on the event day, it will be addressed by the executive committee of the Association, at the next committee meeting and the stallholder will be advised prior to the next market day. If the complainant is not satisfied with the solution offered by the Event Coordinator at the time, they may raise the issue in writing, addressed to Chair of the Aldinga Bay Business and Tourism Association, for the committee to consider and make a determination at the next committee meeting.

Event Organiser

**Aldinga Bay Business & Tourism Association
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Aldinga Beach SA 5173**

Phone: 0404 870 064

Email: secretary@aldingabayonline.com.au

Privacy Statement:

The personal information requested on this form is being collected by the Aldinga Bay Business and Tourism Association in order to process your application. The personal information will be used solely by Aldinga Bay Business and Tourism Association for that primary purpose or related purposes. The applicant understands that he or she may apply to Aldinga Bay Business and Tourism Association for access to and/or amendment of the information. Requests for access and or correction should be made to the Market Coordinator.