



## COTTON TREE MARKETS

### STALLHOLDER TERMS AND CONDITIONS

Please retain this copy of the terms and conditions for your records. Stallholders of the Cotton Tree Markets must understand and comply with these terms and conditions.

**Payment of the fee constitutes agreement to these terms and conditions.**

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#### 1. SCOPE

Since June 1982, the Cotton Tree Markets have featured local artisans, designers and inventors selling their own unique and creative works. This unique precinct is located near one of the Sunshine Coast's most picturesque beaches.

Cotton Tree Markets promote and support local artisans and hand made products.

**Market Hours:** Every Sunday 7.00am - 12.00pm

**Location:** King Street, Cotton Tree QLD 4558

**Enquiries:** To the Cotton Tree Markets Manager (Markets Manager) on 0409 611 675 or [cottontreemarkets@bloomhill.com.au](mailto:cottontreemarkets@bloomhill.com.au) / [bookings@cartelmusicandevents.com.au](mailto:bookings@cartelmusicandevents.com.au)

#### 2. BLOOMHILL CANCER CARE

Bloomhill Cancer Care Ltd is a local Sunshine Coast non-profit organisation that provides support to those touched by cancer.

Bloomhill Cancer Care was originally an organisation registered as an Incorporated Association in 1997 under the Queensland Associations Act. It transitioned to an Australian Company Limited by Guarantee in December 2012.

**We exist to provide personalised support to those touched by cancer.**

We do this by providing integrated cancer care to people diagnosed with cancer and support for their families through its Centre at Buderim and in patients' homes. We currently support over 1,200 clients through over 6,000 occasions of care each year.

Our values '**We Care, We Honour, We Empower, We Lead**' guide everything we do.

More information can be found at [www.bloomhill.com.au](http://www.bloomhill.com.au)

All surplus funds from the operations of the market and the raffles we conduct go towards assisting those touched by cancer, so we thank you for your support of the Cotton Tree Markets.

### 3. TRADING HOURS FOR STALL HOLDERS

#### 3.1 Set up

Set up will commence at 5.00am for a 7am start. Stallholders who arrive before 5am are directed to wait until agreed commencement time or until directed by the Market Manager. Stallholders who arrive late risk limited access to allocated sites. Contact is required to be made with the Markets Manager to ensure safe access.

**New/Casual Stalls** - Please arrive at 6:00AM and park your car on the street near the market. See an Event Manager who will direct you to your site. Once you know where your site is, you can drive in to unload your gear. Please make sure to drive at walking pace with hazard lights on in the market precinct at all times. During set up and pack down, there may be slight waiting times as other stallholders are doing the same.

#### 3.2 Pack Down

Pack up will commence at 12 noon and the market site must be vacated by 1.00pm. At which time the road is opened for normal traffic use.

Do not commence packing down your large infrastructure (tables, marquees etc.) until after 12:00pm when the markets conclude. You may commence slowly packing down your products without impacting the ambience of the market and your market neighbours if trade is slow between 11:30 - 11:45 am.

Do not bring your vehicle into the market site before your large equipment is packed down. Once your products and equipment are packed down in your market site and ready to load, you may then go and get your car and bring it into the market. This way you will not cause a traffic jam and impact on other stallholders.

### 4. FEES

\*Prices are inclusive of GST

Fee Category / Stall Size	3m x 3m	3m x 4.5m	3m x 6m
Stall Holder	\$55.00 + BF	\$75 + BF	\$100 + BF

New / Casual stall holders who have not been to the market in 12 months need to make a new application. Please contact [cottontreemarkets@bloomhilll.com.au](mailto:cottontreemarkets@bloomhilll.com.au) or 0409 611 675 to receive an application form or to discuss your proposed stall.

Stall holders may apply to the Markets Manager, via email or in writing to be considered as a Regular Stall holder after 6 consecutive market attendances. Assessment of Application will be made and notification of outcome will be provided within 21 business days.

#### 4.1 Payment of Stall holder fees

Payment of the fees is due by 5pm on the Monday week prior to the market being held (two weeks in advance). Late payments may result in booking cancellation.

## 4.2 Payment Details

Site Fees are to be paid by online credit card payment through the secure online booking system Stall Manager utilised by the market management team. On booking, stallholders will receive an invoice and link to make payment.

Site Fees can also be paid by bank transfer - the details of which are as follows:

Bank of Queensland - BOQ  
Account Name: Bloomhill Cancer Care  
BSB: 124-081  
Account Number: 21891768

IMPORTANT: Reference MUST include Stallholder Name / Business Name.

The failure by a stallholder to pay for or to accept the fee requested by the Market Manager may result in the termination of access to a stall site.

## 4.3 Absences after payment of site fees

If after site fee payment has been made and Stallholders are unable to attend the market please email or text prior to Sunday a non-attendance advice or for on the day cancellations please text 0409 611 675 and include name in the message.

- By advising non-attendance by 5pm Monday prior to the Sunday market, site fees will be held in credit and transfer to the next market attended.
- By advising non-attendance AFTER 5pm on Monday prior to the Sunday market, site fees will be forfeited.

## 4.4 Changes in Fees

If a fee increase is considered appropriate a minimum of thirty (30) days' notice will be given to stallholders. Fee increases will be notified in writing to regular and casual stall holders. A minimum of 30 days' notice will be provided.

# 5. BOOKING AND ALLOCATION OF STALLS

## 5.1 Regular Stallholders

Stallholders are required to confirm their attendance at the Sunday market by making payment for their site fees in accordance with section 4.1.

Regular stallholders are to advise of their non-attendance at a market **two weeks** prior to the Sunday market. Where possible, more notice is preferred.

To retain the benefits of a permanent site regular stall holders must attend all markets but can take up to 6 markets off per year without penalty.

Bloomhill will take into consideration exceptional personal circumstances when applying any policy. Calculation of absences will be based on calendar year.



## **5.2 Casuals & New Stallholders**

Casual stall holders are required to book and check site availability prior to the Monday before the Sunday market. When a site is allocated, payment is required in accordance with section 4.1. Stall holders who have not been to the market in 12 months will be considered as new applicants.

## **5.3 Application for Casual stall holders to change status,**

Applications can be made by applying to the Markets Manager for consideration as a regular stall holder after 6 consecutive market attendances. Approval of regular stall status will be assessed and issued in line with, but not limited to section 8.0, 8.1 and 8.2.

## **5.4 Market Cancellation**

Cotton Tree Markets are an all- weather market and are only cancelled in extreme weather. If the market is cancelled on or prior to Saturday (including Saturday night), notification will be via email or by text. If cancelled Sunday morning a text message will be sent.

### **5.4.1 Weather**

In extreme weather Bloomhill may make the decision to cancel the market. Stallholders shall be notified as soon as possible by either text message or phone call. In the event of showery or windy weather where there is minimal or no risk to public safety the market will operate. In the event of a cancellation by Management, stall fees will be credited to a future market date.

The final decision to attend will be made by the stallholder. Neither Bloomhill, its staff, volunteers or the Markets Manager is to be held responsible for any damage or loss whatsoever that may result from a stallholder's decision to trade in adverse weather. If a stallholder chooses to discontinue trade on market day and go home due to rain or adverse weather, they will forfeit their site fees for that day. If weather deteriorates during the day any approval to pack-up and leave will be made at the discretion of the Markets Manager or government authorities / public safety directions.

## **5.5 Stall Site Size**

One stall site will be an average size of 3m x 3m.

## **5.6 Stall Allocation and Placement**

Allocation of a stall site is at the discretion of the Cotton Tree Market Manager. The Markets Manager will endeavor to provide the same or similar place in the market each week, however no guarantees can be made. Circumstances may arise where changes to site placements are required to be made.

## **5.7 Stall Operational Requirements**

### **5.7.1 Nursery Stalls**

Nursery stalls are not permitted to sell Declared Plants & Environmental Weeds. Declared plants are those plants identified by State legislation that are to be controlled. These weeds are traditionally known as "noxious" weeds. Environmental weeds are normally garden ornamentals that have been allowed to escape into bushland and reservoirs. If left unchecked they can destroy wildlife habitats.

For more information about Declared Plants and Environmental Weeds contact Sunshine Coast Regional Council. You can also view a list of all declared plants (742) found in the region at <http://www.sunshinecoast.qld.gov.au>.

#### **5.7.2 Commercial Food Stalls**

Commercial food stalls must hold a valid food license from Sunshine Coast Regional Council. Under the *Food Act 2006*, all licensable food businesses are also required to have a Food Safety Supervisor. Further information can be obtained from the Queensland Health website at [www.health.qld.gov.au/industry/food](http://www.health.qld.gov.au/industry/food)

#### **5.7.3 Community Food Stalls**

All entities must still comply with the requirements of the *Food Act 2006*.

#### **5.7.4 Food Business Licenses**

All food vendors wishing to operate on the Sunshine Coast must obtain a Food Business License issued by the Sunshine Coast Regional Council or in some cases a Temporary Food Premises Application.

Food Licenses issued by Councils other than the Sunshine Coast Regional Council are not valid except if the food vendor holds a Mobile Food License. Other vendors must apply for a Temporary Food Premises Application.

#### **5.7.5 Second Hand Dealers Licenses**

A second-hand dealer's license is required if a stallholder is trading in second hand goods, which includes reconditioned or collectable products. This license allows you to acquire, sell, dispose of or exchange second-hand goods, either on commission or not. A second-hand dealer's license is not required for books, stamps or collectors' cards or items that buyers return to the same seller for refund or exchange. Further information can be obtained from the Office of Fair Trading website at [www.fairtrading.qld.gov.au](http://www.fairtrading.qld.gov.au)

#### **5.7.6 Pre-packaged Articles**

All packages including bottles, unless specifically exempt, must be marked with a statement of net weight, volume, length, area or count in accordance with the *Trade Measurement Act 1990*. Further information can be obtained from the Office of Fair Trading website at [www.fairtrading.qld.gov.au](http://www.fairtrading.qld.gov.au)

#### **5.7.7 Using Scales for the Sale of Goods**

All scales used for trade must be an approved type and marked with a National Measurement Institute (NMI) approval number on the data plate on the scale e.g. NMI 6/4D/334. Scales can also be marked with the old National Standards Commission approval number e.g. NSC No. 6/4D/235. Allowances must be made for any packaging material such as paper bags or plastic containers. Further information can be obtained from the Office of Fair Trading website at [www.fairtrading.qld.gov.au](http://www.fairtrading.qld.gov.au)

#### **5.7.7 Electrical**

Powered sites are not provided nor permitted in the market. On occasion, for special purposes, the Markets Manager may organise access for a powered site.

#### **5.7.8 Gas Appliances**

Gas appliances and fittings are not permitted in the Market.

#### **5.7.9 Generators**

Generators are not permitted in the Market.

#### **5.7.10 Noise Control – Amplification**

Noise levels must remain under 60 decibels due to being in a residential area.

#### **5.7.11 Dogs**

Council local laws require all dogs in a public place to be under effective control, this includes the Cotton Tree Market area. Stallholders and patrons of the market must ensure they comply with council's local laws in relation to dogs in a public place. This includes the need to ensure that dogs are under effective control at all times, are on a leash at all times and that dog owners are carrying a bag, implement or container suitable to pick up and dispose of animal feces.

#### **5.7.12 Packaging**

Stallholders are required to use reusable bags as per Queensland Government legislation for serving and packaging. The use of single-use plastic items is prohibited.

#### **5.7.13 Toilet Facilities**

Public toilets facilities are available within Cotton Tree Park for stallholders and patrons of the markets. The use of private toilet amenities within the Cotton Tree Precinct is not permitted.

#### **5.7.14 Water**

Stallholders must provide and remove their own potable water. Potable water is water of a quality suitable for drinking, cooking and personal bathing.

The standards that define potable water are described in the *Australian Drinking Water Guidelines*.

#### **5.7.15 Waste Management**

Stallholders will be responsible for keeping their designated areas clean and tidy and must have a suitable bin, or box for their own waste. Stallholders will be required to remove and dispose of their own waste in a responsible, legal and environmentally sound manner. The waste bins provided on the footpath are not to be used by stallholders.

Stallholders must ensure any waste liquids generated are not disposed of into the street kerbside or other storm water drainage infrastructure. Appropriate waste liquid disposal must be utilized, depending upon the nature of the waste liquid.

#### **5.7.16 Helium Balloons**

Stallholders must ensure helium balloons are secured and not released unintentionally or distributed with negligence.

#### **5.7.17 Safety**

Occupational health and safety is the personal responsibility of each stallholder to protect their own and others' safety.

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## 6. ACCESS AND PARKING

Stallholders must quickly unload and move vehicles to an approved parking area before the market commences. All vehicles must have their hazard lights on when entering or exiting the market area and to always drive slowly (ie 5km per/hr) through the market site.

Stallholders must park outside the precinct, in line with council parking regulations. No onsite vehicle deliveries will be permitted during the market operation. Vehicles will not be permitted back in the market precinct until after 12 noon.

Stallholders may park near Beach Parade (western side) or Alexandra Parade, not on Memorial Drive. Follow Beach Parade around past the library to find an overflow car park nearby to the tennis courts. There is no parking allowed in the middle of the path/road - you should be able to park directly in your site during unloading. King Street is a two-way street - please only enter and exit the correct way. When reversing your vehicle, please make sure you have another person spotting you. Other stallholders, Event Managers, and Bloomhill volunteers can assist with this.

Failure to comply with accessing and parking directions outlined in the agreement will be issued a warning and continued noncompliance may be refused admittance to the market by the Market Manager.

## 7. PUBLIC LIABILITY

All Stallholders are required to hold a public liability insurance policy of not less than \$20 million, which endorses their interest in operating an outdoor market.

Stallholders can either attach a certificate of currency for public liability insurance to their application form or email a copy to the Market Manager. Without appropriate Public Liability Insurance, Stallholders will not be able to operate a stall at the Cotton Tree Market.

## 8. PRODUCT CRITERIA AND SUITABILITY

Approximately 70% of the market product mix will be allocated to products or services that are 100% artisan products, locally designed and/or made. The remaining 30% of the product mix will be allocated to products or services that may not necessarily be of an artisan nature.

Approved products and services will include but not limited to:

- Locally made / locally designed
- Locally designed but not locally made
- Products with exclusive distribution rights and not available through a commercial outlet • Incubation and invention
- Significantly reconditioned products
- Collectables of a high quality

Unapproved products and services will include but not limited to:

- Existing retail outlets within the Cotton Tree precinct operating as a market stall
- Poor-quality second-hand goods including trash and treasure

- Counterfeit goods
- Live animals
- Items covered in the Dangerous Goods Safety Management Act 2001
- Manufactured goods which breach Australian standards

### **8.1 Product Assessment**

The Markets Manager will assess and determine product/service suitability for the market against the vision, product criteria and any potential conflict with retail outlets.

The Cotton Tree Manager will provide correspondence in relation to the outcome of the decision to the stall holder.

New products must be presented for approval before inclusion. Any product that has not been approved will be removed from the market until approval has been given.

The Markets Manager will endeavor to assess the applications as quickly as possible however assessment may take up to 2 weeks.

### **8.2 Stall items and Display**

The Markets Manager reserves the right to enter any stall site and remove any signage, picture, poster, written material or any other item considered inappropriate or offensive. The Markets Manager may also remove any unapproved products.

## **9. CODE OF CONDUCT**

Stallholders are to represent themselves, their site and the market in a professional, safe and courteous manner and to not engage in behavior that brings the reputation of Bloomhill & the Cotton Tree Markets into disrepute.

Stallholders are required to exhibit professionalism in dealings with Market visitors each other, the community and retailers within the Cotton Tree precinct by:

1. Respecting the law and Market guidelines
2. Respecting all persons
3. Acting with honesty and integrity.
4. Presenting a positive and professional image of oneself and the Bloomhill Cotton Tree Markets
5. Having regard for the protection of the environment,
6. Working safely and ensuring the safety and security of others.

Cotton Tree Markets will not tolerate behaviors that include, but are not limited to

- Doing anything that is unlawful, malicious or discriminatory
- Bullying, intimidating or harassing behaviors
- Actions or behaviors that would affect the image and reputation of the Cotton Tree Markets

Any of the aforementioned actions may result in cancellation of stall allocation.

Stallholders shall comply with all reasonable directions given by the Markets Manager



## 10. STALLHOLDER COMPLIANCE

Stallholders who fail to comply with the agreed terms and conditions and code of conduct will be issued one warning letter from The Markets Manager. Continued failure to comply will result in withdrawing permission to operate a stall at the Cotton Tree Market.

## 11. FEEDBACK, CONCERNS, COMPLAINTS:

The following options are available for stakeholders and customers to provide feedback or register their concerns:

Complete a feedback form located at the Bloomhill Cotton Tree Marquee and hand it to the Market Manager.

- Call or text the Markets Manager on 0409 611 675
- Email the Markets Manager on [cottontreemarkets@bloomhill.com.au](mailto:cottontreemarkets@bloomhill.com.au)

The Markets Manager or representative will acknowledge the matter within 7 business days.

## 12. OTHER

### 12.1 Dispute Resolution

The parties shall endeavor to settle any dispute arising out of or relating to this agreement, including with respect to its existence, validity or termination.

In the first instance a written letter or email is to be sent to the Markets Manager, outlining the issue or items for discussion. A meeting will be established with the Market Manager & relevant parties for a time to meet to discuss the matters. This is to be done within a reasonable time frame. The matters should be tabled and discussed in line with the terms and conditions of the agreement. This meeting should occur within 28 business days unless otherwise mutually agreed.

The parties must endeavor to settle any dispute in connection with the agreement. If this cannot be reached, then mediation should be undertaken. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties.

If a stallholder has an issue with another trader, the stallholder is not to approach the trader directly but communicate through the Markets Manager either in person, via email or phone.

### 12.2 Marquees & Trailers

Visual presentation is important and the Markets Manager will reject any stall considered to be dirty or not up to standard. Camping tents, umbrellas and tarps are not considered suitable for use as a stall.

All marquees must be erected safely and weighted adequately for maximum safety in each corner. A minimum of 10kg per leg is required - water filled weights are not considered adequate. Marquees are not permitted to be tied to another marquee as a measure of stability. Stallholders who do not have adequate weights for these conditions will not be permitted to trade in the market.



### **12.3 Hazard / Incident Reporting**

In the event of a hazard or incident occurring at the market you are required to complete a Hazard/Incident Report Form available from the Markets Manager.

The completed form is to be submitted to the Markets Manager immediately, all incidents will be reported to Bloomhill Cancer Care.

### **12.4 Brand**

Each stallholder agrees that the intellectual property and goodwill in the Bloomhill Cotton Tree Markets is of significant value to Bloomhill Cancer Care and to the successful operation of each stallholder's business and consequently each stallholder agrees to abide by these terms and conditions at all times.

Stallholders must not publish any conflicting advertising, promotions, notice or publication in relation to their product or location in the Bloomhill Cotton Tree Markets that includes any reference to the Bloomhill Cotton Tree Market without the express written consent of Bloomhill. Promoting your product and your attendance at Cotton Tree Markets (as an approved stallholder) for any given Sunday is acceptable and with adequate notification, the Manager can share your post on the Cotton Tree Market's Instagram, Facebook or Webpage.

### **12.5 Indemnification**

By accepting the Terms and Conditions, you agree that Bloomhill Cancer Care employees and those operating under the umbrella of a Bloomhill activity are fully indemnified against any loss whatsoever and in any event whatsoever.

***PLEASE RETAIN THE TERMS AND CONDITIONS FOR YOUR RECORDS***