



Smartalex Pty Ltd trading as Jan Powers Farmers Markets. ABN 69 010 809 935

STALL HOLDER TRADING TERMS & CONDITIONS

Version 1. April 2018

As an icon of Brisbane's food scene, Jan Powers Farmers Markets are synonymous with championing local produce and with putting farmers markets in Brisbane firmly on the map.

Where possible we do not duplicate products and services in the market. We would encourage all potential applicants to attend the markets and review the current products and services on offer in the market before applying to hold a stall with us.

As we deliver the best farmers markets in Brisbane, presentation is key for Stall Holders we include in the market. Please only apply if your presentation is of a very high standard

We support local growers, local artisan bakers and food producers and aim to showcase the best of local produce for market visitors, while focusing on offering fresh and healthy options in the market.

APPLICATIONS

Stall Holder applications may be made using the non-binding application form on our website. We can then answer your questions regarding costs and availability.

FEES, CANCELLATIONS, NO SHOWS, REFUND POLICY

It is a requirement that Stall Holders pay their fees in advance.

A market trading invoice for each Market event you will be attending, will be issued up to 10 days prior to the event, and sent by email. This will include a link to pay the invoice online using a Visa or MasterCard, Credit or Debit card.

Stall Holders may also choose to make payment by telephone using Visa or MasterCard, Credit or Debit card, and the detail of who to contact to make this payment will be included with your invoice.

We prefer this payment method, as we phase out cash payments made on the day of trading.

In order for us to replace a Stall with a similar Stall, cancellations may be made by Stall Holders up until 5pm, 7 days prior to a booked event.

Stall Holders who cancel their booking before 5pm 7 days prior to a booked event, may choose to transfer their booking and pre-paid fee to the next market event, or if not attending another upcoming market, may request a refund in full by contacting info@janpowersfarmersmarkets.com.au

Stall Holders who cancel their booking after 5pm, 7 days prior to their booked event will forfeit their pre-paid fee. Exemption may be possible in an emergency, however this will be at the discretion of the relevant Market Manager.



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If a market is cancelled by Jan Powers Farmers Markets, prior to the day of intended trade, or on the day of intended trade, due to adverse weather, Stall Holders who have already paid, will receive a credit for the following market day of trade, or if not attending another upcoming market, may request a refund in full by contacting info@janpowersfarmersmarkets.com.au

Transfers or refunds, do not apply to No Shows on the day of the event. No Shows on the day of event will forfeit their pre-paid fee and will not have their bookings transferred or fees refunded.

Site fees reflect a monetary exchange between Stall Holders and Jan Powers Farmers Markets for a day of trading at a given market. Placement of Stall Holders will be at the discretion of the Market Manager at each Market. Site fees do not guarantee Stall Holders a binding hold on a particular site within the Market, and Stall Holders must follow the direction of the Market Manager to relocate their stall if required.

WEATHER

Jan Powers Farmers Markets operate in open air conditions, and therefore varying weather conditions. Stall Holders must be prepared for adverse weather. Located in unique areas in Brisbane, wind gusts are experienced from time to time.

Jan Powers Farmers Markets will not be held responsible for any loss, damage, injury whatsoever resulting from adverse weather conditions.

If a market is to be cancelled due to extreme weather conditions, all Stall Holders will be contacted and announcements will be made using social media platforms.

INSURANCE

ALL traders need to have a valid public and products liability policy that is a minimum \$20 Million cover and this insurance must be valid and maintained for the type of business being conducted with Jan Powers Farmers Markets.

Should any change to the business require a change to the policy it must be complied with immediately or you must NOT trade until complicit with the conditional changes.

False policies, out of date policies or policies that are not current for the business trading within Jan Powers Farmers Markets may result in Jan Powers Farmers Markets taking action against that trader for falsely representing themselves and exposing Jan Powers Farmers Markets to potential risk.

STALL HOLDER SET UP (BUMP IN), AND PACK DOWN (BUMP OUT)

Each Market Site - **Brisbane City, Powerhouse, Manly Harbour or Mitchelton** - has its own distinctive requirements with regard to Bump In and Bump Out.



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BRISBANE CITY

Where Reddcliffe Place, 266 George St, Brisbane

When Weekly – Wednesday

Bump In 3-6am (Last vehicle offsite by 6.30am)

Trading Hours 8am-5.30pm

Bump Out 6-8pm (Last vehicle/trader must vacate site by 8pm)

Bump In – Brisbane City

Stall Holders will be advised of their preferred arrival time, so that it fits within the coordination of the whole site setup.

Entry is via George St (one way street), just past the Treasury Casino building on the left.

A traffic controller will be on site to either signal you on to the footpath, or, to go around the block. This is based on many factors and the traffic controller has radio access with market coordinators within the market who can see if there is access available at the time you arrive. There is a limit of 1 vehicle only allowed to wait for entry into the site. This is by order of the Brisbane city Council and failure to comply will result in immediate refusal to enter for a period of time.

Once on the footpath you will be instructed to wait at the top of the market by another traffic controller. When it is safe to do so, they will grant access.

You must drive at walking pace with your hazard lights on and under instruction from either a Jan Powers Farmers Markets staff member or a traffic controller.

No vehicles are to be moved in any direction without a Jan Powers Farmers Markets staff member or a traffic controller supervising. It is imperative that the traffic controller instructions are listened to and complied with at all times. Failure to do so will result in no car access to site. Pedestrians walking around and through the site take priority.

Once on site, Stall Holders must unload their vehicle and then move their vehicle offsite. Stall Holders must not begin their site set-up until their vehicle is moved offsite.

Bump Out – Brisbane City

Stall Holders must pack down their site before collecting their vehicle to re-enter the site and reload their vehicle.



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The instructions regarding Bump In, apply to Bump Out with regard to; access to the site, movement on the site and directions from traffic controllers and/or Jan Powers Farmers Markets staff members.

Discretion with Management approval may be given for soft bump out (using loading zone and walking goods/equipment off site).

POWERHOUSE

Where Brisbane Powerhouse, 119 Lamington St, New Farm

When Weekly – Saturday

Bump In 4-5.45am

Trading Hours 6am – 12 noon

Bump Out 12.00noon – 2pm (last vehicle/trader must vacate site by 2pm)

Bump In - Powerhouse

Drive down Brunswick Street, New Farm almost to the end and turn left into New Farm Park. Following the ring road around for approx.700 metres you will see a pathway on your left leading up to the Powerhouse building (you should see vehicles moving in that direction).

Turn up the pathway, ensuring that you have hazard lights on and are driving at a walking pace. As you arrive in front of the main entrance of the Powerhouse building you will be greeted by a Jan Powers Farmers Markets staff member who will assist you, showing you to your site for the day.

Once on site, Stall Holders must unload their vehicle and then move their vehicle offsite. Stall Holders must not begin their site set-up until their vehicle is moved offsite. Vehicles must be offsite by 5.30am

Stall Holders must not leave vehicles idling while queueing and/or unloading in the morning. This is a densely populated residential area, and residents must be considered.

Bump Out - Powerhouse

Stall Holders must pack down their site before collecting their vehicle to re-enter the site and reload their vehicle.

The instructions regarding Bump In, apply to Bump Out with regard to; access to the site, movement on the site and directions from Jan Powers Farmers Markets staff members.

Bump out must be completed and all stalls and vehicles offsite by 2pm.



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MANLY HARBOUR

Where Little Bayside Park, Royal Esplanade, Manly

When Twice Monthly - First & Third Saturday

Bump In 4-6am

Trading Hours 6am – 12 noon

Bump Out 12.00pm – 1.30pm (last vehicle/trader must vacate site by 1.30pm)

Bump In – Manly Harbour

Telephone the Market Manager once you have arrived onsite and a Jan Powers Farmers Markets staff member will escort you to your stall location.

Ensure you have your hazard lights on and are driving at a walking pace.

Bump Out – Manly Harbour

The instructions regarding Bump In, apply to Bump Out with regard to; access to the site, movement on the site and directions from Jan Powers Farmers Markets staff members.

Bump out must be completed and all stalls and vehicles offsite by 1.30pm.

MITCHELTON

Where Blackwood Street, Mitchelton

When Monthly - First Sunday

Bump In 4-5.30am

Trading Hours 6am – 12 noon

Bump Out 12.05pm – 12.55pm

Bump In - Mitchelton

Turn off either Grovely Terrace or Samford Road into Blackwood Street.

On arrival, park vehicle and telephone the Market Manager. A Jan Powers Farmers Markets staff member will walk to your vehicle and escort you onto the market site to your stall location.

Ensure you have your hazard lights on and are driving at a walking pace.

Once on site, Stall Holders must unload their vehicle and then move their vehicle offsite. Stall Holders must not begin their site set-up until their vehicle is moved offsite. Vehicles must be offsite by 5.30am.



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Bump Out - Mitchelton

The instructions regarding Bump In, apply to Bump Out with regard to; access to the site, movement on the site and directions from Jan Powers Farmers Markets staff members.

Bump out must be completed and all stalls and vehicles offsite by 12.55pm.

APPROVED PRODUCTS

A Stall Holder may only sell products that have been approved by Management and as listed on the Stall Holders initial application form. To add new products, permission must be sought from Management. Stall Holders may be asked to provide pictures of their intended product. It is the responsibility of the Stall Holder to ensure they conform to any safety and compliance standards relating to their product.

PRESENTATION

All products and stall presentation must be of a high standard. Presentation is key to delivering a truly unique and high quality market.

Product information and pricing should be clearly printed out and Stall Holders should be on hand to assist customers.

Jan Powers Farmers Markets reserves the right to manage each stalls ability to display, signage, quality, general trading within all events to maintain the standards expected by Jan Powers Farmers Markets.

Stall Holders may be terminated for failing to meet presentation standards.

WASTE AND RUBBISH

Stall Holders are required to remove their own rubbish and waste from their immediate stall location. Boxes, cartons and packing materials must be removed from the market area. Failure to do so may result in termination of your inclusion with future trading dates. Waste bins provided at the market are for general public use only.

Markets that operate in tiled or paved areas, require protection from potential staining by e.g. oils, food items, crumbs, toppings etc. Stall Holders that have a product that may stain tiles or paving are required to have flooring down to prevent this. Best practice is to use a small tarp with rubber matting over tarp within the site.

Contaminated waste water must be taken offsite in containers. If water is clean it may be disposed of onsite, into water grates only if available. There must be no foreign matter in the water prior to disposal onsite.



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Gas canisters must not be disposed of on site, in any bins, including site industrial bins. If found in any bins by Venues, the costs for removal will be passed on to all Stall Holders at that Market that use Gas canisters.

Stall Holders are responsible for leaving their site and surrounding area clean, tidy and undamaged. Failure to do so, may result in cleaning fees being charged.

MARQUEE, MARKET UMBRELLA & SIGNAGE WEIGHTS

Temporary structures are recognized as marquee/tent/gazebo, umbrellas, a frame signage and general signage brought on to site for the purpose of Jan Powers Farmers Markets trading.

All must be weighted and or tethered so they are secured from wind and weather allowing them to become projectiles.

All umbrellas must use a weighted base and the umbrella must be attached to the base so the two can't separate.

Any weights attached to signage or marquee/tent/gazebo MUST have a weight attached directly to the structure in a way not allowing separation.

ALL marquees/gazebos/tents must comply with Australian Standard AS 1170 – Part 1 and AS 1170 Part 2.

If Stall Holders do not have weights, they will not be permitted to trade on the day for safety precautions.

ELECTRICAL COMPLIANCE

Access to power is strictly by approval only.

All electrical appliances and cords must be tested and tagged by a qualified electrical contractor in accordance with Queensland Electrical Safety Regulations 2002 and subsequent amendments. Stall Holders are encouraged to diarise for renewal.

Equipment & cords should also be regularly checked to ensure they remain in serviceable condition.

Stall Holders with higher power needs e.g. cooking/refrigeration appliances should connect using a suitable 'earth leakage protection device'.



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Please seek advice from a qualified electrical contractor in regard to the amperage draw of your equipment and seek professional advice prior to entering a Jan Powers Farmers Market.

Double adaptors are not permitted for commercial usage under any circumstance.

Stall Holders found with non-complying or unsafe appliances or cords, will have power withdrawn without notice. Non-compliance may invalidate your insurance and cause risk of serious harm to the public, your employees and yourself.

It is essential that extension leads do not present a trip-hazard to the public. Excess cords must be coiled safely within the stall and not accessible to the public.

Exposed cords running between stalls must be either covered with mats or taped with waterproof tape - please bring these with you each week.

GENERATORS

Generators are not permitted due to the environments that the markets are located within.

FOOD STALLS

All food stalls must be licensed. Please contact the Brisbane City Council, if you require information about obtaining a Food License.

Food stall applications will not be assessed without provision of a current Food License.

Temporary Food Licenses must be displayed at all times during trading hours.

Correct health and safety procedures must be adhered to at all times.

The public must not have access into your stall at any time.

Approval from Management will need to be given before you change or add to your food stall or product range.

FIRST AID, INCIDENTS, ACCIDENTS

If you or anyone around you is in need of First-aid, please contact the Market Manager immediately. Market Staff are first-aid trained and willing to help. All incidents, must be reported to management.

SMOKING

All Jan Powers Farmers Markets venues are smoke free zones under Queensland Law.



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MEDIA, MARKETING & SOCIAL MEDIA POLICY

Various media outlets will frequent the markets and once granted permission to be onsite will have the ability to take images of the market in its operating conditions

Stall Holders are asked to present positive messages about Jan Powers Farmers Markets and their experiences with Jan Powers Farmers Markets on social media platforms. Negative comments or airing of grievances with Management or Venue Providers, on promotional pages owned by Jan Powers Farmers Markets (used for promotion purposes) will result in immediate termination from Jan Powers Farmers Markets.

STALL PLACEMENT & SALE OR TRANSFER OF BUSINESS AND/OR STALL

Nobody "owns" their site. It remains the property of Jan Powers Farmers Markets. Any deposits or monies paid forward are for the reservation of interest and do not mean the Stall Holders has bought a permanent site in a constant position.

Jan Powers Farmers Markets enters into no permanent or written agreements about the location, placement and regularity with any stall/business.

Jan Powers Farmers Markets will always make decisions on stall placement, trader mix (surrounding traders) and final position based upon many factors and are these are made to improve the market conditions for everybody not just one Stall Holder.

Should a Stall Holder sell their business to another, they are required to provide full written disclosure to Management.

Business/Stall owners are not entitled to promise, advise or instruct new owners of any ongoing arrangements with Jan Powers Farmers Markets. A change of ownership will result in the renegotiation of stall approval, placement and status with Jan Powers Farmers Markets Management in every instance. These terms are not negotiable.

CODE OF CONDUCT

We act with respect, courtesy and dignity at all times.

We interact with the public, members of the Jan Powers Farmers Markets Management team, fellow Stall Holders and Retailers in a courteous manner.

We work safely and ensure the safety of others.

We strive to contribute to an honest, unbiased and unprejudiced market environment.



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We refrain from any form of harassment, intimidation or unwanted physical contact of others.

We refrain from rude, violent, aggressive, uncooperative or belligerent behaviour toward others.

We refrain from verbal criticism of other Stall Holders or their products.

We reject profanity or vulgarity towards any other person, either by actions or in any language.

We conduct ourselves and our businesses with honesty, transparency and in the spirit of cooperation.

Jan Powers Farmers Markets wishes to foster a culture of support and cooperation between the Stall Holders, Market Management and Retailers. As such, Stall Holders must not attempt to work out their grievances between themselves or with Retailers and instead should raise any issues of complaint with Jan Powers Farmers Markets management through the process outlined below in "Reporting Grievances"

UNACCEPTABLE BEHAVIOUR

Unreasonable and negative behaviour including bullying, threatening and abuse, directed at an individual or group resulting in the individual feeling unsafe, offended, humiliated, intimidated, abused or at risk is not in keeping with the ethos of Jan Powers Farmers Markets and cannot be tolerated.

Single incidents of unreasonable behaviour can also create a risk to health and safety. They can include any of the following:

- Bullying of any nature;
- Verbal or physical abuse;
- Sexism and sexual harassment – unwanted or uninvited sexual behaviour;
- Racism and racist behaviour;
- Offensive, insulting or derogatory language including shouting or yelling;
- Acting in a discriminatory manner;
- Offensive, insulting or inappropriate communications (including emails, social media, correspondence etc.);
- Unwarranted, unjustified or unsubstantiated criticism or comments;
- Intimidating behaviour;
- Victimisation;
- Stealing of intellectual properties and copyright infringements.

All reports will be treated seriously and investigated promptly, confidentially and impartially.



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BREAKING THE CODE OF CONDUCT

A report of failure to comply with any component of the Code of Conduct will be assessed and investigated by Market Management.

Consideration of complaints will be guided by the principles of fairness, impartiality and ethical behaviour.

If the Code of Conduct has been broken, Jan Powers Farmers Markets management will take disciplinary action appropriate to the severity of the violation. Such actions may include verbal and written warnings, suspension from market participation, and/or expulsion from the market.

MARKET MANAGEMENT RIGHTS

The Market Manager has the right to withhold or cancel an approval to a Stall Holder to trade at the market; or to remove or have removed from the market a Stall Holder who is in breach of the rules and code of conduct. This is including but not limited to, where a Stall Holder:

- Fails to pay their stall fee in a timely manner;
- Fails to comply with its obligation relating to vehicle and traffic control;
- Fails to abide by the market's set up or pack up conditions;
- Fails to abide by the market's trading hours;
- Commits a criminal act at the market;
- Behaves in a manner that the Market Manager considers is inappropriate or may bring the market into disrepute.

The Market Manager has the right to undertake any of the following actions without notice:

- Re-locate a Stall Holder to another site within the market;
- Require the Stall Holder to remove from sale any good or service offered by the Stall Holder which are not Approved Products;

Request that the Stall Holder undertake any reasonable measure which in the opinion of the Manager will improve the safety or appearance of the stall.

REPORTING GREIVANCES

If you experience or witness negative behaviour, please report it immediately to the Market Manager and follow up in writing at: info@janpowersfarmersmarkets.com.au



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All reports must clearly describe the complaint or grievance in as much detail as possible. Please refrain from using ill-chosen or derogatory language to describe fellow Stall Holders, Market Staff or Retailers.

Verbal complaints or discussion of potential breaches of this Code of Conduct will not be entered into on site at the market.

Complaints not made in good faith or anonymous reports will not be accepted.

DISPUTES PROCEDURE

If a dispute arises between Stall Holders/between Stall Holders and Retailers/between Stall Holders and Market Management, it is expected that all parties will act in good faith to resolve it as soon as possible.

If a complaint is made about a Stall Holder, the Market Manager will provide the Stall Holder with written notice detailing the claim. The Stall Holder will be given an opportunity to respond in writing.

Should the Stall Holder not respond, and Market Management decides the Stall Holder has acted outside the market rules and code of conduct, then Market Management has the right to ask the Stall Holder to leave Jan Powers Farmers Markets.