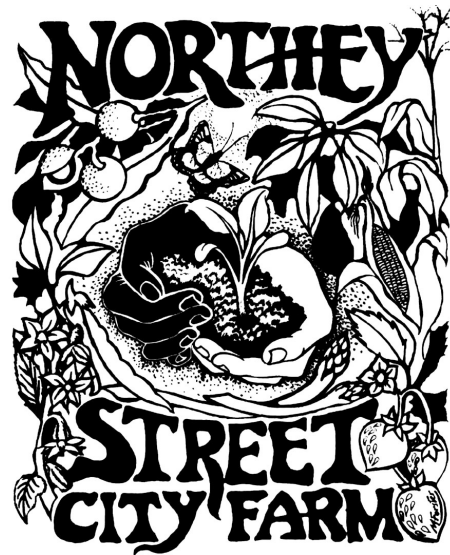


# **NORTHEY STREET CITY FARM ORGANIC MARKET**



**Stallholder Terms and Conditions  
Version 2017.1**



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## **GENERAL CONDITIONS**

A stallholder acknowledges they have read and accepted the following terms and conditions during the application process. And therefore Stallholders trading at the Northey Street City Farm (hereafter referred to as NSCF) Organic Market are subject to these terms and conditions of operation.

Stallholders will be bound by these terms and conditions as soon as they are notified of their successful application, unless stated otherwise.

This one replaces all previous NSCF stallholder agreements or terms and conditions.

These conditions of operation may be changed at any time by NSCF. The stallholder will be notified by email or hard copy when updates of terms and conditions occur. If a stallholder returns after a period of absence, it is the stallholder's responsibility to read and agree to any new terms and conditions.

The stallholder agrees to be subject to all terms and conditions of the venue proprietors Brisbane City Council.

The stallholder acknowledges that there has been no warranty as to profitability made by NSCF or its servants or agents.

## **LOST AND FOUND PROPERTY**

Any lost or found property can be given to, or reported to, the NSCF Market Staff.

Any found property can be collected on Market Day from the Market Shed or it will be available for collection from the NSCF office during the week.

## **STALL ALLOCATION**

The NSCF Market Coordinator is responsible for all stall allocations. While the best efforts are made to meet your requirements, stall spaces are limited and your allocated position is non-negotiable.

NSCF has complete and unfettered right to use any image of a market or a stall to promote the market generally, whether by printed material, through its website, or other promotional means.

Please refer to the attached map for site allocation in APPENDIX ONE- this map is an approximation and may change at any time.

## TRADING HOURS

Trading hours as per the Brisbane City Council Permit are 6am – 11am every Sunday.

The stallholder must be at their allocated stall site no later than 30 minutes before market opening time, failure to do this will result in suspension of trade and forfeiting of payment.

The stallholder must keep their stall open for uninterrupted trading until the market closing time.

## STALL FEES

### Fee Structure

The following cost structure applies inclusive of GST:

Hot Food & Drink	Platform	3X3	3X3+ Power (1)	3X3+ Power (2)	6X3	6X3+ Power(1)	6X3+ Power(2)	9X3	9X3 + power(1)	12X3	12X3+ Power(1)	18X3	18X3+ Power(1)	18X3+ Power (2)	24X3	(24X3)+ Power (1)
Fee	N/A	\$118	\$133	\$148	\$236	\$251	\$266	354	369	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Farmers</b>																
Fee	N/A	\$67	\$82	N/A	\$134	\$149	\$164	\$201	\$216	\$268	\$283	\$402	\$417	\$432	\$536	\$551
<b>Resellers</b>																
Fee	\$46	\$69	\$84	\$99	\$138	\$153	\$168	\$207	\$222	\$276	\$291	\$414	\$429	\$444	\$552	\$567
<b>Makers/ Wellness/ Upcycle</b>																
Fee	N/A	\$36	\$51	N/A	\$72	\$87	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A

Stallholders will be charged for retail marquees space. No charges will be levied for casual seating space in the market. Stallholders are encouraged to create seating space for their patrons if they so wish. Space may only be used for seating if it is not occupied by another stall

and does not obstruct any walkways and exits. Creating seating space for patrons can only be done with the express consent of the Market Coordinator and consent does not give the stallholder the right to that space and the space can be filled by another stall at the discretion of the Market Coordinator. If a stallholder does want to secure permanent seating space for their patrons then payment for the space will be required.

### Definitions of pricing categories

**Farmers** – All stallholders that that grows, raises, catch or gathers food and / or processes value-added foods derived from on-farm inputs. Farms are required to be organically certified by one of the certification bodies defined in this document. Farmers are also permitted to resell other organically grow produce that does not come from their farm as long as it is organically certified and they have written approval from the Market Coordinator.

**Reseller** – Stallholder who sources and re-sells organic produce from another party including a farmer, where monies are exchanged with the intent to re-sell that organically certified produce to consumers. This includes any primary and specialty food products, and the re-packaging of any food or beverage.

**Makers** – Makers are defined as stallholders that make their own products. Organic certification will be required in this category where a national organic standard exists for the product being made.

**Hot Food & Drink** – This group of stalls includes sellers of hot food and coffee and requires that 95% of products and ingredients (by raw weight) used in prepared food can be traced back, via invoices, to certified organic producers

**Wellness** – Stallholders that provide a service linked to wellness e.g. massage

**Upcycle** – Stallholders in this category take pre-used items and repurpose, restore or reuse them to create a product for sale

### Discounts

A discount is offered to stallholders that book and pay a month or more in advance

The following discount cost structure applies inclusive of GST:

Hot Food & Drink	Platform	3X3	3X3+ Power (1)	3X3+ Power (2)	6X3	6X3+ Power (1)	6X3+ Power (2)	9X3	9X3 + power (1)	12X3	12X3+ Power (1)	18X3	18X3+ Power (1)	18X3+ Power (2)	24X3	(24X3)+ Power (1)
Fee	N/A	\$113	\$128	\$142	\$227	\$241	\$255	\$340	\$354	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Farmers</b>																
Fee	N/A	\$64	\$79	N/A	\$129	\$143	\$157	\$193	\$207	\$257	\$272	\$386	\$400	\$415	\$515	\$529
<b>Resellers</b>																
Fee	\$44	\$66	\$81	\$95	\$132	\$147	\$161	\$199	\$213	\$265	\$279	\$397	\$412	\$426	\$530	\$544

<b>Makers/ Wellness/ Upcycle</b>																
<b>Fee</b>	N/A	\$35	\$49	N/A	\$69	\$84	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Obstructions to stall setup that are not directly caused by NSCF do not necessarily incur a discount or waiver on stall fees.

The Market Coordinator, in exceptional circumstances, may offer discounts.

### Equipment Hire

Tables and marquees are available for hire in exceptional circumstances.

### Payment

The Organic Farmers Market has a prepayment policy. Stallholders will apply or renew their application weekly or monthly which ever they choose. On approval of the application or renewal, the stallholder will receive an invoice that must be paid in full by the Tuesday before commencement of the stallholder’s trading at the Sunday market.

Failure to make payment on time will result in the application approval being withdrawn and the site allocated to another applicant.

Stall fees will increase at periodic intervals. All fee increases will be notified through changes to the terms and conditions. The stall fee entitles a stallholder to occupy the assigned space for the duration of the markets on that day. It does not infer a lease or the continued right to occupy the same location at the market.

Please refer to **APPENDIX THREE** for more detail on how to book and make payment

### Attendance and Weather Conditions

NSCF Organic Market is an all - weather market, and operates irrespective of weather conditions, ‘rain, hail or shine’, with the exception of a flood.

Inclement weather, therefore, is no excuse for non-attendance. Market stallholders have an obligation to attend the market, which is critical to the success of the overall market, but also supports fellow stallholders who trade and rely on the market as a source of income.



Stallholders are responsible to:

- (1) ensure that products are protected and have necessary equipment on hand (e.g., gazebo sides, weights to secure gazebo, etc); and
- (2) plan against adverse weather conditions such as rain, wind, cold and heat with appropriate safety and wet weather equipment and procedures.

Market Management, its operator/s, servants, agents and/or assigns shall not be liable for loss or damage to stock and/or equipment however caused.

### **Absentee and fees**

Credits and/or refunds will not be issued for bad weather on market days or if a confirmed stall is cancelled for any other reason. Stall fees are not refundable or transferable.

Fee credits will only apply if the Market Coordinator suspends trading in the market due to flooding or any other reason.

Seasonal farmers are allowed absenteeism as per their growing season and by prior notification of 7 days.

Absenteeism advised or not does not constitute a waiver of stall fee.

## **STALLHOLDER VEHICLES AND PARKING**

Bump in may commence from 4am, unless prior authorization has been obtained. If applicable, stallholders will be issued with a bump in procedure on application approval.

All vehicles driving onsite must use their hazard lights and not exceed the speed limit of 5km/hr (walking speed).

All vehicles must be removed from site once unloaded, and prior to stall set up. Unless approved by the market coordinator. All vehicles must be offsite by 5.30am. Vehicles must not obstruct or impede other stallholders while on site.

Stallholder vehicles are only allowed in the car park if access is required to the vehicle during market hours. Otherwise all cars should be parked in the parking lot on Northey Street or alternative parking further away from the market. This is essential so the closest parking spots are available for your patrons.

Vehicles may only enter the market site on conclusion of trading or with the permission of market staff and whilst doing so observing extreme

caution of pedestrians and property.

Please refer to **APPENDIX ONE** for preferred bump in vehicle movement. Vehicles are to follow the red arrows, with some vehicles allowed to follow the dotted red arrow.

## **STALL MAINTENANCE**

Garden Beds around the trees and poles must not be used for pedestrian access or standing space. No ropes or tarps may be tied to any trees and branches as this could damage the trees on the Farm and in the car park.

Clear access must be maintained to rubbish bins.

Stalls are expected to be neat, tidy and well presented. The stallholder must keep the stall area clean and clear at all times. Any damage caused by either stallholder or persons affiliated with the stallholder, must be repaired at the expense of the stallholder.

The stallholder must pack up the stall in an orderly and quiet manner and leave the stall site in the condition that it was prior to the stall being erected on market day.

Stallholders shall not assign or sublet or part with any section of their site without the written consent of the Market Coordinator.

Each marquee leg is required to be held down with 20kg weights.

## **STORAGE**

No equipment is to be left on site at NSCF without approval from Market Coordinator. All market equipment is to be packed up and removed after each market. NSCF is not responsible for any property left behind by stallholders.

## **PRODUCTS FOR SALE**

Only products that were approved during the application process are all to be sold at the market.

New products, or changes to existing products, must be submitted to the Market Coordinator for written approval. Please request changes to your product list by emailing your request using the email: [markets@nscf.org.au](mailto:markets@nscf.org.au).

Failure to obtain pre-approval in writing from the Market Coordinator before selling additional products will be considered grounds for suspension of trading.

The stallholder may not conduct an auction, lottery, raffle, competition or fundraising of any kind at the market.

Stallholders must not offer products that compete directly with NSCF enterprises. NSCF is a not-for-profit organisation that relies on its enterprises to help make its valuable contributions to the community. These enterprises ensure it remains independent and financially viable.

No stallholder is guaranteed exclusivity for their product/s.

## **SIGNAGE**

All products for sale must be clearly priced by the use of display cards, menus or on product packaging.

The stallholder must not have signs outside of their stall area without permission from the Market Coordinator.

All stalls must display a Northey St City Farm Organic Market stallholder sign as of 2/7/2017 (see **APPENDIX 2**). The format for this signs is to be found in **APPENDIX 2** and is the responsibility of the stallholder to supply & display. Failure to do this will be considered grounds for suspension of trade in the market.

The only non-certified products that will be allowed in the market will be Products in conversion. These products will only be allowed if accompanied by a letter from the certifying body and appropriate signage, for example-

- Product is in conversion to becoming certified organic.
- Product contains less than 95% certified organic ingredients... other ingredients are from sustainable and ethical sources but are not certified organic.
- Product contains at least 95% certified organic ingredients... however the product itself is not certified organic.

## **LEGAL REGULATIONS**

Stallholders are required to comply with regulations relative to their particular stall and their products (particularly dairy, eggs, meats and seafood products). These may include (but are not limited to):

- Safe Food Queensland Regulations ([www.safefood.qld.gov.au](http://www.safefood.qld.gov.au))
- Queensland Health Department ([www.health.qld.gov.au](http://www.health.qld.gov.au))
- NSW Food Authority (<http://www.foodauthority.nsw.gov.au>)

The stall may be inspected at any time by an authorized Council Environmental Health Officer to ensure compliance with legislative requirements. The stallholder should cooperate with the officer in carrying out their duties.

Stallholders must strictly observe all requirements under:

- The Public Health Act (<http://www.legislation.qld.gov.au/LEGISLTN/CURRENT/P/PubHealA05.pdf>)
- Local council by-laws concerning the preparation, storage, display and sale of food and beverages ([http://www.brisbane.qld.gov.au/laws-permits/laws-and-permits-for-businesses/food-business-licences/index.htm?utm\\_source=corphome&utm\\_medium=mega\\_nav&utm\\_term=-&utm\\_content=image-version&utm\\_campaign=mega\\_lp\\_lpb\\_food\\_business\\_licences](http://www.brisbane.qld.gov.au/laws-permits/laws-and-permits-for-businesses/food-business-licences/index.htm?utm_source=corphome&utm_medium=mega_nav&utm_term=-&utm_content=image-version&utm_campaign=mega_lp_lpb_food_business_licences))
- Scales must be tested and certified by Weights and Measures ([www.measurement.gov.au](http://www.measurement.gov.au))

### **Hot Food or Beverage Vendor**

All hot food stalls holders are to have a copy of their relevant food permits onsite and displayed at all times.

Hot food Vendors must hold the following as required:

- Temporary Food Stall Licence from Brisbane City Council
- Commercial Kitchen Licence from local council.

All hot food stall operators must have completed a food safety officer's course.

### **Alcohol sampling**

Public may be given small tastings of alcohol for the purpose of making a sale. Stallholders selling alcohol must have the relevant licenses from Queensland Government.

## **WORKPLACE HEALTH AND SAFETY**

Stallholders have workplace health and safety responsibilities and a duty of care within and adjacent to their stall site, and on the market site.

## **Smoking**

NSCF Organic Market is a no smoking area. Smoking is only permitted 5 metres beyond the market's perimeter.

## **Emergencies and First Aid**

In case of emergency all stallholders are to comply with the lawful directions of NSCF staff and any emergency personnel. Stallholders should familiarise themselves with the NSCF evacuation procedure. (See **APPENDIX 4** for the evacuation procedure).

All accidents or injuries are to be reported to the Market Coordinator and/or Enterprise Manager as soon as possible.

A fully stocked First Aid Kit is located in the City Farm Nursery. A qualified first aider is to provide first aid treatment and fill in the required paperwork.

## **Lost Children**

Stallholders are to take any lost children to the City Farm Nursery ('safe zone'), and the Market Coordinator or Market Assistant will be contacted to follow the lost children procedures.

## **Power Leads and Electrical Equipment**

All power leads and electrical equipment (regardless of how new) are to have a current test tag. Stallholders are responsible for engaging a licensed electrician to ensure current test tags. Any leads or equipment found to not comply will be removed from the stall site. Leads & equipment must be tested every 3 months.

Use of a private generator will be allowed only with the prior written permission of the Market Coordinator.

## **Dangerous Goods and Compressed Gasses**

Stallholders shall at all times, keep no more than 1 litre of flammable liquid in an approved container.

Stallholders shall keep no more than two cylinders of LP gas not exceeding 25 litres.

Any cylinder of inert gas shall be positioned to prevent dislodgement.

## **Alcohol and drugs**

Stallholders will not be permitted on-site if they are under the influence of alcohol or illegal drugs.

Stallholders must not consume alcohol or illegal drugs during the operating time of the market, except in the circumstance of sampling products as listed in these T&Cs.

## **Animals**

Brisbane City Council, the owners of the Market venue, allows dogs in public spaces. It is the owners' responsibility to keep the dog on a lead, restrain it if needed and clean up after their dog.

For the welfare of everyone we suggest that dogs are left at home. Please encourage your patrons to adhere to this suggestion.

The stallholder shall not bring or cause to bring any animals into the market area, with the exception of Guide Dogs and those with prior permission from the Market Coordinator with the correct animal handling licences according to the Queensland Department of Health regulations.

## **INSURANCE**

Stallholders must have their own product insurance, business and/or personal liability insurance.

A copy of Public Liability (to the value of \$10million) and Product Insurance must be provided on application or the application will not be approved.

Stallholders shall supply updated copies of insurance cover upon renewal. Trading will be suspended until a current copy of the insurance is updated in the market application renewal software. (To be implemented in July)

The stallholder acknowledges that NSCF insurance does not cover the stallholder.

NSCF shall not be held liable for loss or damage to stall holder property caused by any third party before, during or after the markets. NSCF is not responsible for any loss or damage to product or income due to cancellations or weather conditions.

## **ORGANIC REQUIREMENTS**

NSCF supports local farmers who are organically certified. Local is defined as being in a 200 km radius of the Farm. Only certified organically grown produce is to be sold at the market. However, special consideration may be given, in exceptional circumstances, to growers or producers who have almost completed their certification process, or who are 'in-conversion to organic' or who have changed certifiers.

Exceptions will only be considered when accompanied by a letter from the certifier.

Stallholders and their products shall conform to the National Standard for Organic and Bio-Dynamic Produce, edition 3.6 September 2016, <http://www.agriculture.gov.au/export/controlled-goods/organic-bio-dynamic/national-standard>

NSCF recognises certification from the following organic bodies:

- Australian Certified Organic (ACO)
- Bio-Dynamic Research Institute / Demeter
- NASAA Certified Organic (NCO)
- AUS-QUAL Limited
- Organic Food Chain (OFC)
- Certified Naturally Farmed (quality assurance system based on the National Organic Standards) – allowed in specific situations.

Certification certificates must be displayed at the stall. A copy of the full certificate must be uploaded in the market renewal software upon renewal. Trading will be suspended until a current copy of the certificate is uploaded.

## **Organic auditing**

Annual and random audits are conducted to confirm compliance to organic certification requirements for our Stallholders and to ensure organic certification standards for our patrons.

The purpose of audits are to:

- ensure organic certification documents, approved products and signage are current and updated;
- verify certified organic products and ingredients;
- verify that 95% of products and ingredients (by raw weight) used in prepared food can be traced back, via invoices, to certified organic producers;
- ensure that Stallholders conform to the standards expected by other Stallholders and patrons; and
- allow Stallholders to review the T's and C's, and as appropriate, any BCC requirements.

When an audit is completed, Stallholders will be informed in writing whether they have passed, or if not passed, whether any rectification is required.

If a Stallholder has not passed an audit, and if the Enterprise Manager, in consultation with staff and NSCF Management, is satisfied that T's and C's have been breached, then a suspension notice will be issued and Stallholders will be asked to leave the market.

## **WASTE MANAGEMENT PLAN**

Stallholders must not dispose of grey water on site.

NSCF rubbish and recycling bins are provided for patron use only. Stallholders are expected to provide their own bins and dispose of this waste off-site.

Stallholders must leave their site and immediate surrounds in a clean state. If the stall area is left unclean in the opinion of the Market Coordinator, the stallholder will be charged a minimum clean-up fee of \$50 that must be paid within 7 days.

## **STALL HOLDER CONDUCT**

Stallholders and their staff are required to maintain the highest standards of stall/product presentation, personal appearance, customer service and relations.

Stallholders are to represent themselves and the market in a professional, safe and courteous manner and to not engage in behaviour that brings the reputation of the markets into disrepute.

Stallholders shall not physically or verbally interfere with other stallholders and/or stall sites at any time.

Abusive, aggressive or physically violent behaviour towards other stallholders, staff, patrons or market staff will not be tolerated and will see the removal of your stall from the markets.

Loud and intrusive selling techniques will not be permitted. Stallholders are not to use any public address system, or other practices that may cause annoyance to other stallholders and patrons.

Stallholders are to comply with requests/directions from the markets staff. Stallholders must refrain from any practice that the Market Coordinator considers could discredit the Markets in any way.

## **STALL SUSPENSIONS**

The NSCF Enterprise Manager and/or the Market Coordinator may suspend a stall and or stallholder from trading if, in their opinion, they are



satisfied that the stallholder has breached any of these terms and conditions.

Upon the suspension of the stall, the stallholder must immediately vacate the site and remove all belongings. If the stallholder fails to comply with a direction to remove belongings from the site, the Market Coordinator has the authority and the irrevocable permission of the stallholder to remove the belongings of the stallholder to be stored off-site. The stallholder will be liable for the cost of the removal and subsequent storage off site.

Where the NSCF Market Coordinator cannot resolve an issue satisfactorily or the NSCF Enterprise Manager then the matter should be referred to the NSCF Management Committee.

## **CHAI CAFÉ**

The operators of the Chai Café (in the farm) must abide by all conditions found in this document as well as the Memorandum of Understanding agreed to by both parties.

## **CHARITY STALLS**

Charity stalls that align to NSCFs vision and beliefs will be allowed to operate at the markets on request. A letter identifying the charity and specifying the nature of the stall will be required from the organization to secure the booking.

Charities must be registered with 'Australian Charities and Not-for-profits Commission' [www.acnc.gov.au](http://www.acnc.gov.au). Stalls are not to be associated with political or religious organisations.

The largest stall allowed is 3x3m. They are to set up in a space determined by the Market Coordinator or Market Assistant.

They are to abide by the Northey Street City Farm Organic Market Terms and Conditions (<http://www.nscf.org.au/market/northey-street-city-farm-organic-market-terms-and-conditions/>).

Stalls may sell products (non food) for fundraising. No fee is to be charged for this stall.

## IMPORTANT CONTACT DETAILS

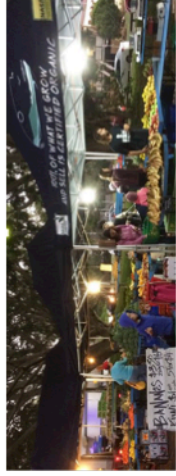
**Market Coordinator Phone:** 0423 448 616  
**Office Phone:** (07) 3857 8775  
**Postal Address:** 16 Victoria Street, Windsor, Q, 4030  
**Email:** [markets@nscf.org.au](mailto:markets@nscf.org.au)  
**Web:** [www.nscf.org.au/market](http://www.nscf.org.au/market)  
**Emergencies:** 000  
**Fortitude Valley Police Station:** (07) 3737 5757



## APPENDIX TWO (Signage to be displayed at the stall)

# NORTHEY ST CITY FARM ORGANIC MARKET

STALL NAME:  
**Your Stall Name**



Bio stuff written here. History of the stall. What you believe in. Why are you organic. What you want your customers to know.

This is your space to sell what you are selling!

STALL TYPE:  
Reseller and Farmer

LOCATION:  
Brisbane QLD  
(<10km from market)

PRODUCT(S):  
Seasonal fruit and  
vegetables

ATTENDING SINCE:  
2001

REGULARITY:  
Weekly

ORGANIC  
CERTIFICATION:  
NASAA



[www.nscf.org.au/market](http://www.nscf.org.au/market)  
Smoking is NOT permitted in these markets.  
Dogs are allowed but not encouraged.  
These markets are managed by Northey Street City Farm Inc., and  
proceeds support our educational and farming activities.

## **APPENDIX THREE (Payment procedure)**

### **Month of July**

Northey Street has a prepayment policy. Stallholders will be required to make payment by the Tuesday for the following Sunday Market they will be attending. Discount is offered to stalls that pay a month or more in advance.

Every Thursday NSCF will issue an invoice to be paid by the following Tuesday. Payment by the stallholder on the Tuesday will secure their booking for the following Sunday market.

On the Sunday the Market Assistant will have on hand a current list of stalls holders that have made payment to refer to if necessary

### **August Onward**

From August onward NSCF will launch an online software package that will handle all stallholder information and bookings. In July Stallholders will be given further information on how to use the new online database and booking system. At that time **APPENDIX 3** will be updated with the new online procedure and re-issued to the stallholders

## APPENDIX 4 – Evacuation Plan

### Northey Street Organic Market Evacuation Procedures

- > In case of emergency (siren or megaphone will sound), stallholders must comply with directions of NSCF staff, Stallholder Fire Wardens and emergency personnel.
- > Stallholders must be familiar with the nearest emergency exits and assembly point, and be able to direct others.
- > Assembly point is located under the trees, between stalls 100-104 and Northey Street.
- > Evacuation procedures are displayed near emergency market exits and assembly point.

