

Sydney Bazaar

Stallholder Agreement / Terms and Conditions Rules & Regulations

The Market Managing body of Sydney Bazaar listed under ABN 72 950 170 794 has set out in this document its essential Terms & Conditions for operation, which are agreed to upon purchase of a stall space at any market organised by this business. This applies to stallholders, traders, contractors and entertainers.

Upon purchasing a space at the Sydney Bazaar, the vendor agrees to comply with these conditions (which may be amended and updated periodically).

1. Information provided on arrival to have a space at the Sydney Bazaar must be accurate and contain relevant and up to date information. Any false information supplied resulting in inability to contact said vendor, or vendor turning up to a market with goods not stipulated upon entry to the market will be refused acceptance.

Stall Fees:

2. Stall fees for Sydney Bazaar are based on the size of space being purchased. Prices start at \$30 for a 6x4m space and go up per additional space.
3. Both Casual and Permanent stall spaces are available. Stall fees for Permanent stall spaces are collected at the end of the previous month. All fees must be paid in advance or spaces will be given to other waiting stallholders.

Stalls:

4. The location of stalls is at the absolute discretion of Sydney Bazaar. Courtesy and consideration will be given to vendors requiring access to shade, facilities and special services. Please mention any special requirements in your booking form.
5. Vendors are to provide everything required for their own set up. Gazebos are not compulsory but are recommended to protect your stall space from any elements. All gazebos must be weighted down no matter the conditions. NO PEGS are allowed to be used. Stallholders will have the option to hire tables at \$5 each upon entry.

Bump in times and Set ups:

6. Bump in for the Sydney Bazaar starts at 5am for Permanent stall holders and 5:30am for Casual Stallholders. Bump in finishes at 8am in time for the opening of the gates for the general public.
7. Once bumped in, vendors are not permitted to pack down or leave until the close of the market. Any issues with this can be discussed with the Market Manager on the day.
8. Vehicles can be parked behind or next to your stall space, but are not permitted to move until it is safe to do so at the close of the market.
9. Set up will be assisted by an Sydney Bazaar representative wearing a high vis vest and they will direct you to your allocated space. Please approach this person if you need assistance.
10. Vehicles driving on site must stick to a 5km/ph speed and use hazard lights.

Rubbish Removal:

11. Vendor are responsible for the removal of their own rubbish. DUMPING IS NOT PERMITTED – fines apply.

Workplace Health and Safety:

12. All vendors are required to adhere to safe work practices and consider Workplace Health and Safety so far as it relates to the running, setting up and packing down your stall space. If you are unable to set up or pack down your stall space safely please reach out to the Market team to assist you or bring someone with you who can help.

Workplace Health and Safety also pertains to the use of electricity, lighting and equipment used to run your stall. If you are unsure of these standards, please visit Safe Work Australia for more details.

Not Permitted:

13. Stallholders are not permitted to have the following at their stall:
- Counterfeit products of any kind
 - More than 1L of approved flammable liquid
 - More than one cylinder of 25L of LP gas in use with one spare.
 - No animals are permitted at the market without permission of Sydney Bazaar
 - Products not listed at the time of booking
 - Alcohol
 - Loud music
 - Illegal or illegally trademarked goods
14. Access to Sydney Bazaar can be refused (or a vendor can be asked to leave a market) by the Market Manager or assistants at any time when they owe money, are in breach of these Terms and Conditions, are displaying harmful or aggressive behaviours towards others and if there is just cause. Sydney Bazaar reserves the right to terminate a vendor's participations at any time, before, after or during a market.

Food Stalls:

15. Vendors selling anything edible must comply with the NSW Food Authority guidelines, the National Code for Food Vending Vehicles and Temporary Food Premises and the requirements of the 2003 Food Act, Food Registration 2001, and will meet the requirements of the City of Sydney Health and Building Department. All food stalls must meet the food regulations 2004 and Food Standards Code and any local Council Codes.
16. Local council food forms are provided by Sydney Bazaar management. It is the food vendors responsibility to fill this form out and apply with the local council to be a temporary food stall. If you have not received council permission to operate at the market then you will not be permitted to set up on the day. Local councils will send a representative to inspect food premises at any time. Please be prepared for this. Sydney Bazaar takes no responsibility for a food vendor who does not pass an inspection and you will be asked to cease trade immediately if an inspection is failed.
17. Food stalls must have adequate signage about products and potential allergens within their products. All staff must be properly attired with food safety gear (i.e. gloves, hats or hair nets, aprons etc). Hand hygiene must be practiced to the highest standard especially if dealing with cash.

Marketing:

18. Sydney Bazaar has a comprehensive Marketing strategy. To ensure a successful market for all parties involved, however, Stallholders must take some responsibility in Marketing their attendance with Sydney Bazaar through your social networks. Marketing material can be found on our Facebook page and event.

Weather Policy:

19. If it is decided to cancel a market due to weather, vendors will be advised by text message and by post on our Facebook group pages. It is at the discretion of the Sydney Bazaar team as to the severity of the weather. Light intermittent rain will most likely not change the market, however torrential rain or severe weather conditions will be decided on the day of the market.
20. All vendors must be adequately prepared for all weather conditions. Gazebos must be weighted at all times, non-food vendors are permitted to attach sides to gazebo coverings if needed, and personal protective equipment for your own person is recommended (i.e. sunscreen, wet weather jacket, enclosed shoes etc).

Disclaimer:

21. Sydney Bazaar are not liable or responsible for any of the following circumstances:
 - For any lost, stolen or damages goods before, during or after a Sydney Bazaar.
 - For any accidents or injuries to any vendors or customers or products incurred from borrowing Sydney Bazaar equipment.
 - For any accidents or injuries to any vendors or customers or products incurred by third party contractors.
 - For any accidents or injuries to any vendors or customers from products they buy, touch, trial or interact with whilst at the Sydney Bazaar.
 - Individual 3rd Part liability insurance.
 - Operating your business and adhering to NSW Laws, including, Trade Licenses, Insurances and Permits.
 - Offending any visitor at one of our markets due to inappropriate behaviour.
 - For any vendor or employees, or third party consultants representing vendor companies.
 - For the actions of any food vendor of any type that may cause sickness or injuries as a result of food vendors actions, errors or omissions.
 - Should a vendor or customer bring legal action for situations happening that are covered under this disclaimer, the vendor will pay for all legal fees and costs, including those of the events organiser.
 - Sydney Bazaar reserves the right to not refund any fees paid by Vendors for future bookings.
 - Sydney Bazaar is not responsible for sales, or lack of sales by the vendor.