

1. Site Details

Elwood Park (in front of Elwood bathers) off Beach Road

- 3rd Sunday of every month
- Open to Public 10am to 3pm
- Load in 7.00 am to 9.30 am
- On site vehicles must be stationary by 9.30am (5km speed limit with hazards)
- On site vehicles can leave the site after 3.30pm (5km speed limit with hazards)
- Site must be cleared out 5pm

Wilson Botanical Park (Off Princess Highway Berwick Village)

- Twilight Market
- Open to Public 5pm to 8.30pm
- Load in 2pm to 4.30pm (5km speed limit with hazards)
- Site must be cleared out by 10pm

2. Office Contact Details

Market Manager Email	info@bourne-local.com.au Dean Zepherin
Market Manager Number	04127 17067
Stall Manager Email	info@bourne-local.com.au Nicole Zepherin
Stall manager Number	(03) 5 998 0405

3. Stall products accepted

Fashion Home décor, Wellness, Accessories, Active wear, Children clothing, Pets accessories, Home-made food produce, plants.

4. Food stalls products accepted

Food trucks, gourmet, health, hot beverage, hot food

Food stalls must be licensed by the Victorian Government and supply a *Food Safety Certificate*

5. Plant Stalls

Plant stalls must be licensed by the Department of Agriculture.

Copy of Licence to be provided Please upload with your application.

6. Stall Fees

All fees must be paid in advance and within 48hr of the stall application being accepted

Elwood Site

8.1 Stall products

One-off date 150.00 per day
 Three Dates 110.00 per day

8.2 Hot food and beverage

One-off date 250.00
 Three Dates 210.00

Wilson botanical Gardens8.1 Stall products

One-off date 90.00 per day

8.2 Hot food and beverage

One-off date 200.00

7. Stall locations

Stall locations will be issued by the management and sent 48 hours before the market date booked.

Stall holders booking more than one date will have the advantage of a fixed regular position, so you can then build your repeat customer base.

8. Departures

In consideration for other stall holder's early departure will not be allowed.

In the case of an emergency Market management will be able to grant an early departure.

Any Stall that is sold out must place a sign stating so and wait until 3pm to pack down

9. Parking

We have a limited amount of vehicles allowed for on-site parking at our Elwood market site.

Stall holders must submit their reason for wanting a stall. Priority will be given to those with bulkier / larger items and disabilities.

Vehicles must not go faster than 5km and must have hazard lights on when moving.

No vehicles will be allowed to move on site 30 mins prior or 30 mins post event to ensure all attendees are clear.

Free parking can be found on roads off Beach Road and on Beach road from 10am.

All day paid parking is available in the car park adjacent to the site for \$12.90

Parking is provided at Wilsons Botanical gardens site and vehicles will be allowed to unload at their stall.

The entrance gate will be sent upon acceptance of your application

10. Stalls and Equipment

Please provide your own electricity or power.

Stall areas must remain clean and safe to the public at all time.

Stall holders must keep all public walkways clear at all times.

Racks, tables, signage must all be contained to the stall site boundaries of 3x3 metre

Stall holders using clothing rails, mirrors, signs, racks must make sure they are securely anchored and cannot fall over on to anyone or blow over.

Elwood Market is an outdoor event. We encourage stallholders to have a marquee.

Stallholder will supply own equipment Marquee weights, tables, chairs, float, signage etc

Each stall should be housed with 3x3 Marquee (preferably white and not a budget Marquee from Bunnings or local supermarkets)

Each leg of the stall should be weighted down with at a 20Kg weight or sandbag. No pegging allowed on either of our sites.

This is non-negotiable as we are adjacent to the sea in Elwood and all shelters must be able to withstand strong winds.

Any stall failing to weight their marquee correctly will be asked to remove it.

All equipment must be of a high standard and to meet Australia Standard.

Equipment that is not deemed suitable will be asked to be removed

Stall holders are personally liable for any injury or damage caused as a result of their property on and around their site.

11. Employers and assistants

Stallholders must give names of all employee's and assistants in the application and update management with any change of details. Please complete **Appendix A**.

All assistants or employee's must be aware of all the markets terms and conditions.

Stalls must be open and staffed for the entire period of opening hours.

12. Pets

Dogs are allowed at our Market and should be kept within the stall at all times or accompanied.

13. Smoking and Alcohol

No Smoking is allowed at the stall.

Please smoke at any designated areas only.

No alcohol is to be consumed on the Elwood Park Site

Alcohol is permitted on the Wilsons botanical Park site

14. Public Liability Insurance

The following stalls will be covered under our markets public liability Insurance, craft, jewellery, clothing, art, candles , home décor, ceramics, pets accessories. Our public liability is for the day of the event you are booked with us only. The public liability does not cover theft, damage to your personal items, damage to your product, stock or equipment at the market. Our Public liability is only active when you are attending the Bourne Local market. If a claim is made against the stall holder for public liability, an excess of \$1000.00 per claim is payable by the stall holder owner.

It is in your best interest to ensure that you have product insurance if your items includes cosmetics and beauty products, candles, skincare, oils, food producers hot and cold, massages, potions, medicines as required by law.

Stalls which are excluded from our public liability and must produce their own insurance policy with a minimum of \$10,000,000 cover include, entertainment , hot and cold food, food truck of any sort and beverage stall.

Stall holders' policies must be in the same name as the stall holder applicant

All stall holders who must present insurance must ensure they are insured for Public Liability, Personal Indemnity and Product Liability

We have a strict requirement for **Public Liability Insurance Policy** with a minimum of \$10,000,000 cover.

A copy of the Insurance Certificate of Currency must be supplied with your Application

It is the responsibility of the Stallholder to ensure that your **Public and Products Liability Insurance Policy** is renewed and remains current for the dates booked at Bourne Market

15. Health and Safety

In the event of a first aid emergency a full St Johns First Aid Kit is available at the management information located at the **Management Tent**

All security guards are trained in First Aid.

All stallholders are required to adhere to our *COVID Safe Plan* (sent with application acceptance)

All products must meet statutory health requirements and in no way poses any health risks to the consumer.

Masks must be worn unless an exemption has been granted by the government

Sanitiser must be on all stalls for customer use and one for personal use.

Each stall must display a sign asking public to sanitise before touching goods.

Stallholders must ensure that their activities do not endanger the safety or security of visitors to the market and fellow stallholders.

Stallholders must respond co-operatively to any direction given by management and security in relation to the operation and occupation of their vehicle, stall, equipment, goods during operating times.

Elwood Market will not tolerate any verbal or physical abusive, towards stall holders, public, staff, security and Management.

Any bad behaviour will result in immediate termination and a ban from the market.

Refer to the *OHS Manual* provided.

16. Consumable Goods, Hot Foods and Food Permits

Stallholders wishing to sell consumable products at Elwood Market must obtain all relevant permits from the government.

The **Streatrader Registration Permit** shall be provided upon acceptance of your Application and not later than 5 days before the market date.

Failure to present the correct permits will result in cancellation of your stall with no refund allowed.

All council and government health and safety guidelines must be met and adhered to and are the sole responsibility of the stallholder.

Stallholders who do not adhere to this requirement will not be permitted to participate.

Additionally, Stall Holders are required to provide their own fire equipment within their work area in the event of a fire.

www.streatrader.health.vic.gov.au

17. Waste and Sustainability

All rubbish, waste and packaging must be taken away with the stallholder.

Stallholders are not allowed to use the provided bins for their product and trade waste.

The stall site must be left in the condition it was found, clean and clear of and debris.

After 3pm, stall holders can check with staff to see if there is any space left in the bins to utilise.

In accordance with providing a sustainable environment the following will not be allowed on site by stall holders: Single Use Plastic bags – Single use plastic cups – Helium balloons – Styrofoam/polystyrene products or packaging.

18. Cancellations

Please note in the event of adverse weather conditions causing the market to close earlier than scheduled, will not qualify for refunds.

No credits or refunds are issued in the case of bad weather on Market Day

In the event of flooding causing the ground not to be suitable to trade and another site not being available refunds will be issued.

Management will not be held responsible for any loss including fees paid by stallholders, damage or injury whatsoever resulting from bad weather conditions.

Stall holders who arrive later than 9.30am will be refused entry and no refund issued unless a prior arrangement with management has been agreed.

No refunds are granted for stall holders failing to produce their Certificate of Currency or **Streatrader Registration Permit**.

Written notification via email of any non-attendance is required no later than 7 days prior to your booked market day. If no notification is given, then all future bookings will be cancelled.

A \$30 admin fee will be charged if a booking is confirmed and then cancelled with 14 days-notice required before market day.

19. Incidents

Any incident or accident that occurs to any person or property must be reported to management.

Without limiting the generality of these terms, the stallholder acknowledges and agrees the Manager is not liable for any claim or loss suffered or incurred by the stallholder in relation to or in connection with:

Theft or damage of products, equipment or goods under the control of the stallholder or any other property of the stallholder at any time including times when the market is not trading.

Any failure by the stallholder to sell the approved products, any journey from or to the market.

Anything occurring off the market site, including anything that occurs at market, or Damage or injury to any property or person.

20. Security and First Aid

Stall holders should not leave their stall unattended at any time.

Stallholders are responsible for the security of their own stock, produce, equipment, cash and personal effects.

In the event of theft please alert a security guard, do not attempt to apprehend an offender by yourself.

In the event of an accident needing first aid please notify a security guard and management

21. Lost Property and persons

Any lost persons and property should be handed or taken to the management tent

22. Social Media Policy

Elwood market policy relates to all platforms including Facebook, Instagram, Tik Tok, Twitter You tube.

Elwood market encourages all stallholders to add or hashtag the market in their posts so we can further promote their brands by sharing. #elwoodmarket

Stall holders should not post anything that can damage the reputation of Elwood Market, branding, commercial interest or the confidence of visitors.

Any complaints or grievances should be directed in private to management via email.

No negative opinion or grievances should be aired on social media.

Elwood Market reserve the right to cancel future bookings of stall holders who are in breach of our policies.

23. Management**Please note - FOR PRODUCTS ONLY**

No applications will be accepted without images of the products being sold.

No counter fit items will be allowed. Any stall found selling these good will be removed and no refund issued.

Used items can only be sold under fashion applications.

Has the authority to request a stall and stall holder to be removed for not adhering to any of the market regulations.

I have read and agreed to the above terms and conditions,

Name

Signed

Appendix A – Stall holders and attendants’ details and acceptance form

Instruction: ensure you have communicated the ‘Bourne Market Terms and Conditions to your workers and list their details below and email through with your completed application to dean@totalwave.com.au

We look forward to working with you.

Best regards

Dean Zepherin, Market Manager

COMPANY NAME:			
Name	Position Name	Accepted Terms and Conditions	Signature
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	