



STALLHOLDER TERMS & CONDITIONS

Terms & Conditions of business for all stallholders who attend the Terrigal Lagoon Night Market operated by Lions Club Terrigal-Wamberal (Event Organiser) in partnership with Everlong Events.

All stallholders must submit an application and be approved and authorised by the Event Organiser prior to trading. An approval (confirmation) letter will be sent along with a tax invoice for payment. Upon submitting an application and making payment, or prior to commencement of trading, all stallholders (including any workers/employees of the stallholder) agree to the terms & conditions below. Stallholders also agree that the Event Organiser retains entitlement to withdraw, change, or replace the terms & conditions at any time. The Event Organiser will communicate notice of those changes to the terms & conditions.

1. Trading Hours

- i. Terrigal Lagoon Night Market will trade between 5pm – 9pm.

2. Arrival

- i. Stallholders will have access to their allocated stall space 2 hours prior to the market commencement time. Stallholders must occupy their stall site and be ready to trade 15 minutes prior to market commencement and continue trading until the market conclusion (trading) time;
- ii. If a stallholder is expected to be late, they must contact the Event Organiser on 0416 177 606 at least 1 hour prior to the market commencement time. If no contact is made, their site may be allocated to another stallholder;
- iii. Stallholder vehicles may enter the market area to unload directly at their stall site. Stallholders must report to Traffic Control on arrival to be directed to their site;
- iv. Stallholders must unload all equipment and remove their vehicle as quickly as possible from the market area before setting up their stall. It is encouraged that vehicles are parked away from the market area to allow car spaces for visitors;
- v. Vehicles may not enter the market area within 30 minutes of the market commencement time;
- vi. All vehicles must be out of the market area 30 minutes prior to the market commencement time. Vehicles are not permitted to be parked within the market grounds, unless this has been requested and approved in writing;
- vii. Only 1 vehicle per site is permitted to enter. Entry is via Willoughby Road.

3. Pack Up

- i. Stallholders may only commence pack up at the end of trading hours;
- ii. Vehicles will not be granted access (for any reason) to enter the market area until 15 minutes after trading hours conclude;
- iii. All stallholder equipment must be completely packed down before your vehicle is allowed to be brought back into the market area;



- iv. Only 1 vehicle per site will be allowed to enter. Entry is via Willoughby Road;
- v. Stallholders must vacate the market area within 1 hour from the end of trading hours.

4. Conditions / Requirements for stallholders

- i. An application, including up to date contact details, must be submitted to the Event Organiser;
- ii. Stallholders must have a current public liability insurance policy (with minimum cover of \$10,000,000). No stallholder is permitted to trade at the markets without providing evidence with the application to the Event Organiser;
- iii. Stallholders are not permitted to cease trading or leave the market area before the end of trading hours unless authorised by the Event Organiser;
- iv. Stallholders must provide their own gazebo. Stallholders must ensure their gazebo is secured to the ground by means of weights (no pegs). Gazebos must not be tied to tables or market equipment. If the wind is blowing above average speeds, then gazebos must be removed. If wind speeds are deemed to be excessive the market may be abandoned at the discretion of the Event Organiser;
- v. All responsibility for accident or damage caused to persons or property by unsecured gazebos (or any stallholder equipment/possessions) will be assumed by the stallholder. Neither the Event Organiser nor the local council can be held responsible in such instances;
- vi. Stallholders must leave their stall site free of waste and rubbish. It is the responsibility of the stallholder to take all waste from the stall site at the end of trading hours. Failure to do so may incur a cleaning fee;
- vii. On-site bins are strictly for general public and customer use only. Stallholders shall not place waste refuse of any kind (such as packaging materials, boxes, cooking oil containers etc) into any on-site bins. Any trader found to be using on-site bins will incur an additional fee;
- viii. Any damages to surfaces (grass/ground etc) caused by a vehicle or a result of cooking/oils/liquids etc must be repaired, cleaned, or made good at the expense of the stallholder;
- ix. All public walkways and aisles must be kept completely clear at all times. No items are to be set up outside the 3x3m (or 6x3m) stall space;
- x. All public structures must be clear of obstruction, eg bbq area, picnic tables, skate park;
- xi. Stallholders are not permitted to smoke within the market area;
- xii. Legal documentation/accreditation must be provided to sell any organic products;
- xiii. The Event Organiser reserves the right to refuse entry to the market and/or terminate the stallholder's participation at any time where inappropriate behaviour of any kind will not be tolerated and will result in the immediate expulsion of that person and their stall at the market;
- xiv. Food stalls are required to have a Food Safety Supervisor Certificate (where applicable) and follow all NSW Food Safety Requirements. Terrigal Lagoon Night Market require all food stalls to have a current Central Coast Council Mobile Food Vending permit. Please see the local council and NSW Food Authority websites for more information;
- xv. Single use plastic bags are not allowed. Where possible, the use of recyclable,



- biodegradable, or environmentally friendly products and packaging only is to be used;
- xvi. Stall appearance must be neat and tidy, with any boxes or packaging stored under tables or out of sight;
- xvii. Subletting of stalls is not permitted. Any stalls found to be co-operating with a business who has not been accepted by the Event Organiser will be dismissed immediately and fines may incur.

5. Equipment

- i. Stallholders must provide their own equipment. Equipment includes gazebo, table, tablecloth, stall signage, etc. Stalls who fail to bring their own equipment will not be permitted to participate. No refund will be issued if this occurs;
- ii. Stallholders are recommended to bring internal lighting for their stalls. There will be some communal lighting, however there is no guarantee of coverage in your stall once night falls;
- iii. Electrical equipment must be tested to full compliance with the Australian Safety Standard AS. All electrical cables must be tagged in accordance with the Work Cover regulations. If cables are not tagged, an electrician will be on site offering this service for \$5 per tag;
- iv. Stallholders must provide their own extension leads to reach their site from the power supply. Extension cords must be tagged. Length of cables required may differ from site to site. Rubber mats must be used/provided by the stallholder to cover the full length of the cable.

6. Fees/Payment/Cancellation

- i. Please contact the Event Organiser for current stall fees;
- ii. Power is charged at \$20 per outlet (power sites are limited);
- iii. Payments must be made prior to market day. If not, participation will not be granted;
- iv. If a stallholder chooses to cancel once payment has been made, no refund will not be offered;
- v. If wind speeds reach a minimum of 40km p/h, the market may be cancelled during the event at the discretion of the Event Organiser.

7. Refunds

- i. Terrigal Lagoon Night Market will go ahead if wet weather occurs. The only reason the market will be cancelled is if it deemed unsafe and/or deemed dangerous. If this was to occur, the decision will be made on the event day. A notification will be posted via the Everlong Events website and the Terrigal Lagoon Night Market Facebook events page;
- ii. Refunds will not be issued if you decide not to trade due to wet weather;
- iii. If the market is cancelled refunds will not be offered, however the Event Organiser will postpone the market to another date, which your stallholder fee will be transferred to.

Terrigal Lagoon NIGHT MARKET



Public Liability insurance of a minimum of \$10 million is required to attend this market. Please attach a copy and return to the Event Organiser with this application. Product Liability to also be provided for stallholders selling hot food, electrical goods, candles, etc.

Payment and attendance of the Terrigal Lagoon Night Market is confirmation that you have read and accept the Terrigal Lagoon Night Market Terms & Conditions.

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