

NSDA

Network for Sustainable and Diversified Agriculture

NSDA Art & Craft Market Stallholders Information Kit 2009



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1. Overview

The Market will operate once a week on Saturday;

August 2009 – 22nd, 29th

September 2009 – 5th, 12th, 19th, 26th

October 2009 – 3rd, 10th, 17th, 24th, 31st

November 2009 – 7th, 14th, 21st, 28th

December 2009 – 5th, 12th, 19th

The NSDA and LFN along with input from suppliers and local council has queried the definition of local, the general consensus is as below.

What is Local;

For the purpose of this market local is defined as;

- Cardwell to Cooktown to Chillagoe

The objective of the market is to facilitate local artists to market and sell their products.

Who is eligible to be a stallholder;

- Local producers of Art and Craft.

If you are not a local artist or craftsman you are not eligible to be a stallholder.

The purpose of the market is to supply Cairns locals and tourists with quality local art & craft.

What products are eligible;

- Locally made art & craft

Subject to NSDA and Pier Centre Management Approval.

The NSDA and Pier Centre Management reserve the right to refuse products at their own discretion.

What products are not eligible;

- All non local products (outside Cardwell to Cooktown to Chillagoe, though exceptions can be made for people just outside this boundary e.g. 30 km)
- Music, books and video entertainment

2. Stall Information

Presentation

Your stall presentation must be of a high standard.

NSDA will supply the following included in stall fee;

- Trestle table

These tables must not be removed or taken from the market.

You must bring your own;

- Tablecloth – Colour to be advised.
- Copy of your Public Liability Insurance Policy.
NSDA must receive a copy of your group's Public Liability Policy.
It must have a minimum \$20 Million coverage.

Stall Positions

Stall Positions will be allocated. Regular stall holders will retain their position for ease of customer recognition. We cannot guarantee positions for irregular stall holders.

3. Stall Fees & Payment

Stalls are offered on the basis of a 1.5m trestle table and a 2.25m² standing space totalling 3m² of operating space.

To ensure that sight lines are not impeded, display height restrictions of 1.5m are in place. Stallholders must operate their space in accordance with the guidelines as set out in this information pack.

Bookings

Booking forms are required no later than 5.00pm, the Thursday prior to each market day. Bookings will not be taken on market days.

Fees per market effective as of April 2009

1 Trestle Table = \$25

Fee Payment

Payment for your stall is required no later than 3:00pm on market day.

Payments can be made by cash, cheque, money order or direct deposit. We are unable to process credit card or EFTPOS transactions.

4. Market hours & site rules

Operation Hours

The Market operates between 7:30am and 2:00pm.

Market Setup

All stalls are to be set up by 7:30am. Market set up commences at 6.30am on the morning of the markets. Stallholders are not permitted into the centre prior to this time.

Stall Location

Each Stallholder will be allocated a location. Stallholders are NOT to relocate themselves or extend over indicated boundaries. Whilst every attempt is made to maintain stallholders on their usual location, no guarantee is made that the site will be available. Wherever possible, we will contact stallholders to discuss relocations in advance of the markets.

Loading

Access to the loading docks will be granted between the hours of 6.30am and 3.00pm on market days and is not to impede hotel or retail operations.

Stallholders may use the loading bay without noise affecting other retailers and hotel operations. Hotel customers are entitled to quiet enjoyment of the premises, therefore loading and unloading must be completed quietly.

Stallholders must not unreasonably obstruct or delay access within the loading dock or unload goods in public areas.

Once materials have been unloaded onto the site, stallholder vehicles are to be moved to the outer perimeter of the car park. This is of benefit to everyone as it allows for premium parking for customers. Customer convenience on market day is paramount.

Products

The NSDA reserves the right to approve type art and craft established within the markets. The NSDA will not withhold approvals unreasonably and prior to banning of any such products, discussion to be held with the Stallholder.

5. Presentation

Presentation and display of products is important the NSDA and therefore must remain at the highest standards throughout the day.

The overall presentation also contributes to the success of the market.

Please note the following;

- All sites and associated equipment must be kept clean, tidy and well presented at all times.
- All personal belongings must be kept out of sight.
- No materials (dirt, water, wrapping, rubbish) are to be left on the site at the end of the markets
- Products or other items (e.g. posters, banners, ect) are not to be attached to any part of the Centre including shopfronts, doors and windows. 'A' Frame signs are strictly not permitted at any time.
- Fire equipment and services are not to be obstructed or interfered with. Queensland Fire & Rescue can levy fines over \$1,000 to individuals found interfering with such equipment.
- No naked flame is to be used at any time e.g. no lit candle, etc.
- If you have any questions please contact the NSDA

6. Terms & Conditions

Payment

1. The stallholder (licensee) will pay the Fee for each booking directly to Coordinator at the Centre, or as otherwise directed in writing by the Licensor (Coordinator), on or before 3pm on the market day. If any payment by the Licensee is made by cheque, this Agreement will immediately terminate if the cheque is not met on presentation.
2. Bookings may not be cancelled but may be transferred to another date with the Licensor's prior approval. If a booking is cancelled less than 4 weeks from the market date, and not transferred to another date, the Licensee will pay to the Licensor on demand a 40% of total amount payable for the booking, cancellation fee. Cancellations must be submitted in writing to the Licensor.
3. The Licensor may vary the rate structure for the Market licensed areas (licensed area) and recalculate the Licence Fees payable by the Licensee accordingly.
4. If a GST is at any time levied or imposed on or in respect of any supply made under or in accordance with this Agreement, the amount payable for that supply under this Agreement shall be increased by the amount of GST so levied or imposed. In this clause the term "GST" means a goods and services or similar value added tax.

Licence Period

5. The licence period for each booking will be as specified in the Booking form as the market date.

Trading Hours and Staff

6. The Licensee will use the licensed area only for the purpose specified in this Agreement and will conduct its business during the trading hours of the Market notified from time to time by Coordinator.
7. The Licensee will ensure that any display is erected before 7:30 am and dismantled after 2:00pm. Access is available from 6:30am on market day.
8. The Licensee will not during this Agreement part with possession of the Licensed Areas to any person, whether by assignment, sub licence or any other means and will ensure that each Licensed Area is efficiently manned during the trading hours of the Centre notified from time to time by Coordinator.

Standards and Presentation

9. The Licensee will not inhibit, restrict or obstruct the view of any shopfront in the Centre. The Licensee will conduct its business so as to ensure that the use and enjoyment of the Centre by the Licensor and by the other occupants of the Centre will not be prevented, interfered with or adversely affected. If in the opinion of the Licensor any such interference, restriction or obstruction is caused by the Licensee then the Licensee will at its expense immediately remove or adjust all its

fittings, equipment or other articles so as to remove any such obstruction, restriction or interference.

10. All displays must be prepared in a professional manner and to a standard which will enhance both the product being displayed and the Centre. The Licensee will immediately discontinue any display or promotion if in the Licensor's sole opinion such display or promotion is of a standard which does not adequately enhance either the product displayed or the Centre.

11. The Licensee will ensure that all excess stock including cardboard boxes and bags are hidden from view.

12. The Licensee will ensure that all its fittings, equipment and other articles are kept within the Licensed Area. The dimensions of each Licensed Area will be as specified in the Booking Schedule. Each Licensed Area will not exceed 1.5 metres in height, unless otherwise approved in writing by the Licensor.

13. The Licensee will obtain the Licensor's prior approval of the sound level associated with any display or the sound level of any promotional activity conducted by the Licensee and will ensure that the sound level is kept at the level determined by the Licensor in its absolute discretion.

14. At the expiration of each booking the Licensee will clean the Licensed Area and remove all fittings, equipment, other articles and rubbish from the Centre and make good any damage which may occur to the Licensed Area or the Centre as a result either directly or indirectly of the Licensee's presence or activity.

Legal Requirements

15. The Licensee agrees to use the Licensed Area at its risk. The Licensee releases the Licensor from, and agrees that the Licensor is not liable for any action, claim or demand due to any damage, loss, injury or death arising out of or in connection with the Licensee's product, merchandise or this Agreement.

16. The Licensee indemnifies and will keep indemnified the Licensor from and against any liability, loss, damage, expense or claim which the Licensor may incur, including to a third party, during or after the period of this Agreement in respect of or arising from damage, loss, injury or death caused or contributed to by the Licensee's product, merchandise or by the act, negligence or default of the Licensee or its employees, agents or contractors.

17. The Licensee is solely responsible for the security of all merchandise associated with its displays.

18. The Licensee will comply with all statutes, ordinances and regulations which may affect the Licensee's activity and will obtain all consents and approvals that may be required under any such statutes, ordinances and regulations and produce same to the Licensor on demand.

19. Without limiting the generality of clause 20, the Licensee will;

a) Comply with and will ensure that its employees, agents and contractors comply with all occupational health and safety legislation and applicable codes, standards and guidelines while using the Licensed Areas and any other areas in a Centre. The Licensee acknowledges that it has control

over each Licensed Area as a workplace for the purposes of such legislation. If required by the Licensor, the Licensee will prior to commencement of a booking provide the Licensor with a work safety plan in respect of the Licensed Area.

b) Ensure that the conduct of its business in the Licensed Areas does not infringe any intellectual property laws including (but not limited to) those relating to copyright, trade names or trademarks.

Use of Centre facilities, services

20. The Licensee must not use any of the facilities (e.g. toilets, drains) in the Premises or common areas of the Centre for purposes for which they are not intended.

21. In particular, the Licensee must not put rubbish or foreign materials in them.

22. The Licensee must not burn rubbish or anything else in the Premises or the common areas of the Centre.

23. The Licensee must comply with any requirements that Centre Management lay down in relation to the use of the services (e.g. air conditioning) that Centre Management provides.

24. The Licensee must not do anything which might interfere with their efficient operation. Centre Management have designated areas at the Centre in which all rubbish, trade waste, cardboard, etc must be deposited.

25. The Licensee must place all rubbish, trade waste and all other refuse only in areas designated by Centre Management.

26. If the Licensee is unsure of the designated area, then the Licensee must ask Centre Management before depositing rubbish and refuse in any other receptacle at the Centre.

7. Safety and emergencies

27. The Licensee must make sure that they are familiar with Centre safety and emergency procedures.

28. The Licensee must take part in any fire and emergency drill. Centre Management will use best endeavours to give the Licensee reasonable notice of a drill.

29. The Licensee must maintain a reasonable degree of vigilance and awareness when dealing with customers and patrons of the Centre, and must notify the Licensor or Centre Management of any likely or real dangers which may present themselves from time to time.

30. If the Licensee becomes aware or reasonably suspicious of any person, parcel, package, activity or any other thing which may pose a risk to the Centre or its patrons, you must notify the Licensor or Centre Management immediately before taking any action. If the thing poses a real and immediate danger, then the Licensee may take steps to remove that danger.

31. The Licensee must tell the Licensor or Centre Management immediately of any risk that you become aware of (e.g. a fire, a petrol or chemical spill, bomb threat, terrorist threat, etc) affecting any part of the Centre or anyone in it.

32. Centre Management are entitled to close any part of the common areas until the risk has passed.

33. The Licensee must take all reasonable precautions against the outbreak of fire on the Premises, and must comply with all of Centre Managements directions relating to the prevention, outbreak, spread and control of fire on the Premises and the Centre.

34. The Licensee must comply with any instructions that are given when there is or may be a risk (e.g. a fire, a petrol or chemical spill, a bomb threat, a terrorist threat) affecting any part of the Premises or anyone in them. This includes instructions given by the police, the fire brigade or another emergency authority.

Other

35. The Licensor may terminate this Agreement at any time by notice in writing to the Licensee.

34. The Licensor may at any time by notice to the Licensee relocate any Licensed Area within a Centre as deemed necessary by the Licensor.

36. The Licensee acknowledges that the Licensor has granted a non-exclusive licence only and that the rights of the Licensee rest in contract only and this Agreement does not confer any estate or interest in the Licensed Area and/ or the Centre and/ or create the relationship of landlord and tenant between the parties and any such implications or inference is hereby expressly negated. This Agreement comprises the whole of the Agreement between the parties.

37. The Licensee acknowledges that no representation or warranty as to the suitability of the Licensed Areas for the purpose or use of the Licensee has been given by the Licensor to the Licensee.

38. Any notice from the Licensor to the Licensee will be sufficiently served by leaving the notice at or attaching the notice to the Licensed Area or by mailing it by prepaid letter addressed to the Licensee at the address specified in this Agreement. Any notice from the Licensee to the Licensor will be sufficiently served by mailing it by prepaid letter addressed to the Licensor at the Licensor's registered office.

39. Words importing the singular include the plural and vice versa and words importing a person include a corporation and vice versa. An agreement, representation or warranty on the part of two or more persons binds them jointly and severally.

40. The Licensee will ensure that all power leads used in connection with the Licensed Area are tagged by an electrician. The Licensee will not use any piggyback adapters and will supply its own power boards for use within the Licensed Area.

41. The Licensee acknowledges that the rights conferred on the Licensee by this agreement are personal to the Licensee and are non-exclusive to the rights of other invitees of the Licensor.

42. The Licensee acknowledges that if the Licensor of a Centre comprises two or more persons, those persons have entered into this Agreement severally but not jointly and their liabilities and obligations as Licensor under this Agreement are several and not joint liabilities and obligations.

7. Booking Form

Business/Stall Name: _____

Stallholder Name: _____

Address: _____

Contact Phone: _____ Fax: _____

Email: _____

Vehicle Registration Number: _____

Market Date/s: _____

No. Stalls Required _____

Please accept my booking for the Market to be held at The Pier at the Marina in accordance with the information contained in the Stallholder Information Pack, July 2009. I accept these terms and conditions and understand my stall is not confirmed until NSDA has approved my application.

I have attached the completed product information page Yes

I hold and have attached a copy of my public liability insurance Yes No

Would you like to receive the NSDA newsletter Yes No

Signed: _____

Date : _____

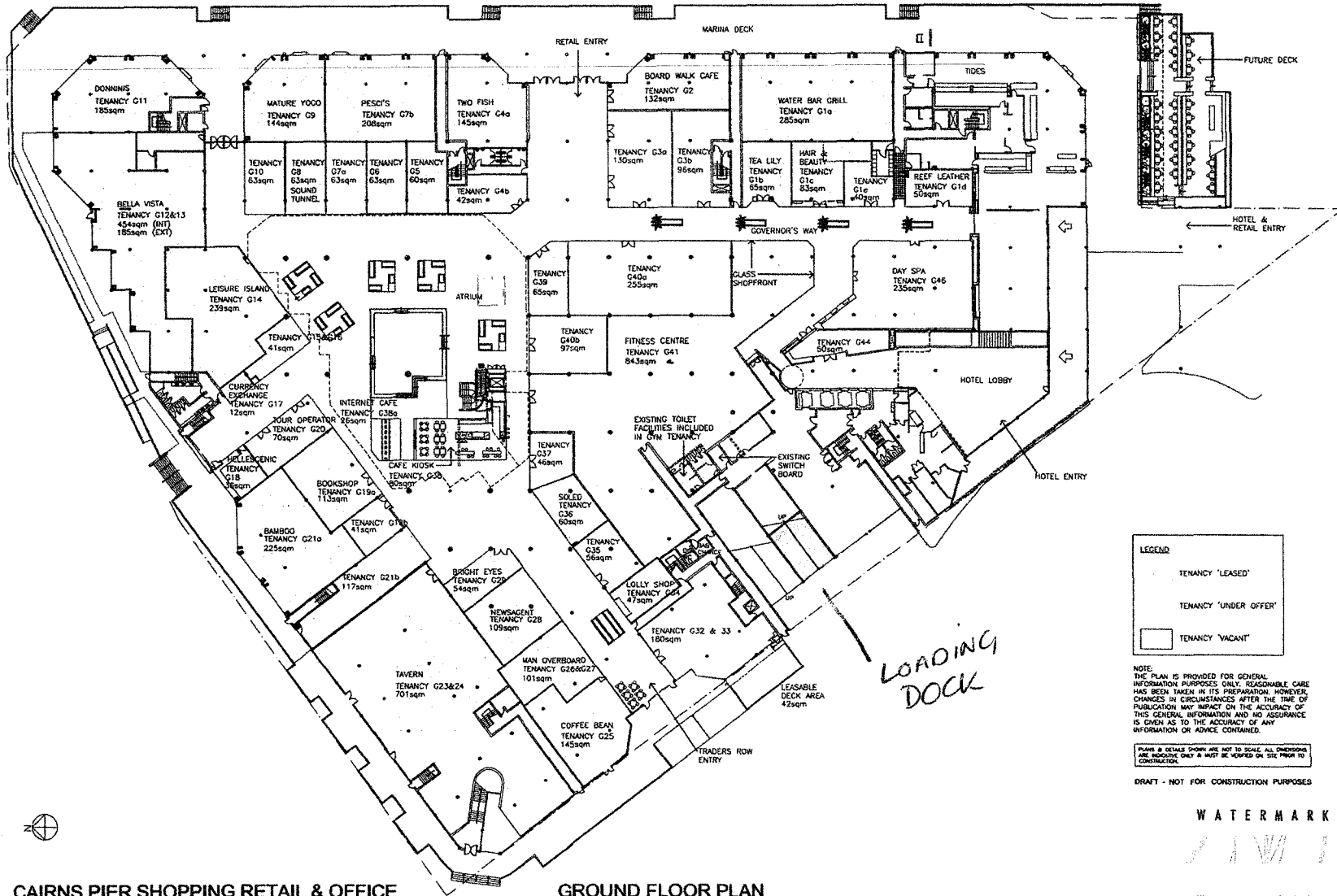
Please return your completed Registration Form to :

Imeea Svanosio
Market Coordinator
108 Cassowary Street
Freshwater QLD 4870
Ph/Fax: 07 4055 2195
Mobile: 0423 277 212
market@nsda.org.au

Product Information

Product Description
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8. Centre Plan



CAIRNS PIER SHOPPING RETAIL & OFFICE
 29 OCTOBER 2008 SK02a SCALE 1:250@A1 / 1:500@A3

GROUND FLOOR PLAN
 ISSUE 46

LEGEND

- TENANCY 'LEASED'
- TENANCY 'UNDER OFFER'
- TENANCY 'VACANT'

NOTE:
 THE PLAN IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. REASONABLE CARE HAS BEEN TAKEN IN ITS PREPARATION. HOWEVER, CHANGES IN CIRCUMSTANCES AFTER THE TIME OF PUBLICATION MAY IMPACT ON THE ACCURACY OF THIS GENERAL INFORMATION AND NO ASSURANCE IS GIVEN AS TO THE ACCURACY OF ANY INFORMATION OR ADVICE CONTAINED.

PLANS & DETAILS SHOWN ARE NOT TO SCALE. ALL DIMENSIONS ARE INDICATIVE ONLY & MUST BE VERIFIED ON SITE PRIOR TO CONSTRUCTION.
 DRAFT - NOT FOR CONSTRUCTION PURPOSES

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