

Northside Produce Market Terms & Conditions

The North Sydney Community Centre (NSCC) operates its Northside Produce Market community market to support local makers, growers, and small businesses, and to provide a welcoming, vibrant space for the community. By applying for and accepting a stall, stallholders agree to comply with the following Terms & Conditions.

The Northside Produce Market operates on the first and third Saturday of every month from 8am-12pm (except first Saturday in January) regardless of the weather unless deemed unsafe. The location of all stalls will be at the discretion of management.

Applications are assessed on the information given. Once accepted and a stallholder would like to introduce any product/produce not on the original application, it must be submitted in writing to be reviewed and assessed. Any discontinued product/produce is to be advised in writing too.

Stallholder

Initially, all stallholders are regarded as casual. Once notified as regular, stallholders are expected to attend every market. Regardless of stallholder status, if you are unable to attend a market, we need a minimum of 28 days written notice. A stallholder cannot transfer their stall space or on-sell it to another. Some particular circumstances can occur and this must be requested in writing.

The market is an outdoor, all-weather market and stallholders are expected to be suitably equipped.

1. Applications & Bookings

- Stallholders must complete in full the official NSCC Market Application Form and provide all required documentation, including:
 - o Current public liability insurance (minimum \$10 million coverage).
 - o Product liability insurance (where applicable).
 - Relevant food safety permits, certificates, or approvals (if selling food or beverages).
 - Any additional licenses or risk assessments as requested.
- Applications will be reviewed by NSCC Market Management. Acceptance is at the sole discretion of NSCC.
- Bookings are confirmed only once full payment and all required documentation have been received and approved.

2. Stall Fees, Cancellation & Refunds

- Stall fees must be paid in full at least ten (10) days prior to the market date, and are **non-refundable** once paid.
- Cancellations are only credited if at least twenty eight (28) days' notice is provided in writing.
- No refunds or credits will be issued for non-attendance or no-shows.
- If NSCC cancels the market due to extreme weather, safety concerns, or other unforeseen circumstances, stallholders may be offered a credit for a future market date.

3. Stallholder Arrival, Set-up & Pack-down

- Allocation of your specific, numbered space is at the discretion of NSCC Market Management.
- Stallholders must arrive and be fully set up and ready to trade by 8am and continue to trade until 12pm.
- All vehicles must be removed from the market site by 7.00am. Strictly no parking in the St Thomas' Church Carpark or in the carpark under the North Sydney

- Council Chambers off McLaren Street. Free parking is as advised by NSCC market management.
- Pack up time is from 12pm. No vehicles are to enter the market site until 12.15pm, and only if it is safe to do so. Vehicle access for unloading/loading is only permitted during specified times and must follow the directions of NSCC staff.
- Stallholders' produce and products must be contained within the stall space provided.
- Stallholders are responsible for removing all rubbish, recycling, and green waste from the market. Northside Produce Market is only responsible for removing rubbish generated by the market patrons. Leave the stall space as you found it.

4. Permitted Goods & Stall Presentation

- Only goods listed and approved on the stallholder's application may be sold.
- Chairs and tables in the park are provided exclusively for market patrons.

5. Weather & Market Cancellation

- NSCC reserves the right to cancel, postpone, or amend market operations at its discretion due to weather, safety risks, or official directives.
- Stallholders will be notified as soon as possible if changes occur.
- Credits (not refunds) may be offered if a market is cancelled by NSCC.

6. Health, Safety & Compliance

- Stallholders must comply with all relevant local, state, and federal laws, including food safety, workplace health and safety, and trading regulations.
- Stallholders are responsible for providing their own safety equipment (e.g. weights for marquees, extension cords, safety signage). Pegs or stakes are not permitted in paved areas.
- All stallholders are to adhere to the Plastic Reduction and Circular Economy Act
 2021 which bans prohibited plastic items

https://legislation.nsw.gov.au/view/html/inforce/current/act-2021-031#dict. Environmentally friendly packaging only.

- Stallholders are not permitted to bring their dogs to the market.
- All electrical equipment must be tested and tagged.
- Any stallholder who harasses or abuses, physically or verbally, a member of the public, another stallholder, market staff or market volunteers will be excluded from trading at future markets.
- Any issues and feedback can be directed to market management as we aim to operate a happy, harmonious market.

7. Insurance

- All stallholders must hold current public liability insurance to a minimum value of \$10 million and provide a certificate of currency.
- Stallholders selling consumables or high-risk items may be required to hold additional product liability insurance.

8. Conduct & Behaviour

- Stallholders are expected to conduct themselves in a professional, respectful, and courteous manner toward NSCC staff, other stallholders, and members of the public.
- Stallholders must follow all reasonable directions given by NSCC Market Management.
- Aggressive, disruptive, or inappropriate behaviour may result in immediate removal and termination of future bookings.

9. Promotion & Media

- By participating in the NSCC Market, stallholders consent to NSCC using photographs and/or video footage of their stall, products, and activities for promotional purposes (including print, online, and social media).
- Northside Produce Market promotes the market on its social media pages.
- Stallholders are expected to promote their Northside Produce Market stall and tag the market.

• Stallholders may opt out of promotional use by notifying NSCC in writing prior to the market.

10. Breaches & Termination

- NSCC reserves the right to refuse an application, cancel a booking, or remove a stallholder from the market if these Terms & Conditions are breached.
- Non-compliance with safety, insurance, or legal requirements may result in immediate exclusion without refund.