



Terms & Conditions

Effective as of 01 January 2025



Proudly operated by Yungaburra State School P&C Association since 1977

WHEN: **4th Saturday of each month - 7.30am to 12.30pm**
(except Christmas Market: Held on the 3rd Sunday in December)

WHERE: **Bruce Jones Park, Gillies Highway, Yungaburra**

CONTACT: Manager: 0419 652 663
Email: info@yungaburramarkets.com
Postal: 4 Maple Street, Yungaburra Qld 4884

ONLINE: www.yungaburramarkets.com
www.facebook.com/yungaburramarkets

'Fostering the values of buying local and supporting small business'

On the fourth Saturday of each month growers, producers and artisans gather on the grounds of Bruce Jones Market Park amidst the historic village of Yungaburra to sell their produce and handiwork. The Markets feature approximately 260 sites from familiar favourites to new and varied stallholders.

The Yungaburra Markets have been running since May 1977, making them the longest running and now the largest market on the Atherton Tablelands. The Markets are a valuable and integral part of the local village community and its economy. The Yungaburra Markets are the main fundraiser for the Yungaburra State School P&C Association.

1. DEFINITIONS

The terms used in this document, unless the contrary intention appears, will have the applicable ordinary meaning.

For the purpose of this document:

Casual means a stallholder who has a stall on occasional Market Days or is not eligible to become a Regular Stallholder.

Charity means any voluntary, not-for profit entity or organisation (which is not, or affiliated with, a political party or government entity) raising funds for the public benefit.

Classification means the stallholders registration level, such as Casual or Regular.

Fee means the amount payable by the stallholder for an allocated site on the Yungaburra Market Grounds as stated on the invoice issued by the Manager.

Food Trader means any stallholder who uses power or heat to prepare food/drinks/snacks on site; combines two or more ingredients on site; or utilises any motorised or towed vehicle to produce or serve food/drinks/snacks on site.

Gazebo means any tent/marquee/structure used by a stallholder to create shade over a stall. In the event of no tent/marquee/structure being used, gazebo is defined as an area of 3m x 3m at the allocated site.

Manager means the Market Manager appointed by the Yungaburra State School P&C Association to manage the operations of the Yungaburra Markets.

Market means the Yungaburra Markets as operated by the Yungaburra State School P&C Association.

Market Days means the fourth Saturday of every month except the third Sunday of December unless scheduled for any other day as advised by the Market Manager and/or the Yungaburra State School P&C Association.

Market Grounds means the grounds within the perimeters of Bruce Jones Park, Gillies Highway, Yungaburra.

P&C means the Yungaburra State School Parents & Citizens Association including the Executive, Committee and Sub-Committees.

Registration Form means the current Regular or Casual application in the approved form completed by the applicant stallholder.

Regular means a stallholder who has a stall and intends to be present at most Market Days per calendar year.

Site means the designated area in which the stall is to be set up (as per the Site Map) within the perimeters of the Market Grounds as allocated to a stallholder by the Manager.

Stall means any structure/equipment set-up by the stallholder for the sale of goods/services on the market grounds.

Stallholder means an individual or entity or any of their employees or representatives as stated on the Registration Form as approved by the P&C or Manager to sell goods/services at a stall on a site on Market Days.

Walk-In means persons requesting a site on market day with no prior arrangement.

2 INTERPRETATION

- 2.1 The singular shall include the plural and vice versa.
- 2.2 A reference to a person includes a partnership and a body whether corporate or otherwise.
- 2.3 Clause headings are for convenient reference only and have no effect in limiting or extending the language of the terms and conditions to which they refer.

3 STALLHOLDER REGISTRATIONS

- 3.1 Market sites are mostly occupied by Regular Stallholders. Sites that are cancelled by a Regular Stallholder for a specific Market Day, including any vacant sites, are re-allocated to Casual Stallholders.
- 3.2 Registration forms, a site map and the Terms and Conditions are available on the Market website www.yungaburramarkets.com or by contacting the Market Manager on 0419 652 663 or via email info@yungaburramarkets.com.
- 3.3 Only registered stallholders are permitted to trade on the market grounds on market day.
- 3.4 Registration forms must include an accurate detailed description of all products/services to be sold on Market Days.
- 3.5 Preference is given to stallholders who sell products/produce that are made/grown by themselves and/or source their product/materials from the Atherton Tablelands (Kuranda to Millaa Millaa to Dimbulah).
- 3.6 Completed and signed Registration forms must be returned to the Market Manager prior to trading at the market.
- 3.7 Registration forms are subject to approval by the Market Manager.
- 3.8 Acceptance of a registration and approval of a stallholders classification as a Casual or Regular is based on, but not limited to:
 - (i) Site availability of appropriate size
 - (ii) Stallholder residential/business address
 - (iii) Locally made/grown product/produce
 - (iv) Locally sourced product/produce
 - (v) Uniqueness of product
 - (vi) Date correctly completed Registration Form is received
 - (vii) Previous compliance with Market Terms and Conditions
 - (viii) Compliance with Qld Health Current regulations
- 3.9 All registration forms for Regular stallholders are valid for one calendar year (January to December) and must be renewed annually in January.
- 3.10 All registration forms for casuals are valid for the single month only.
- 3.11 The P&C and Manager have the right to review, at their discretion, the approval of any stallholder's registration form at any time.
- 3.12 The P&C and Manager reserve the right to limit the number of stall categories to the following maximums:

Fruit & Vegetables	35
Arts, Crafts & Woodwork	25
Baked / Preserved Foods	25
Homewares, Gifts & Toys.....	20
Plants & Outdoor Products	20
Fashion & Accessories.....	15
Food Vendors.....	15

2 nd Hand, Antiques & Tools.....	15
Health & Beauty.....	10
Books.....	5
Information & Services	5

4 CASUAL STALLHOLDERS

- 4.1 A Casual Stallholder must complete a Casual Registration form. It is the Casual Stallholders responsibility to request a site before EVERY market they wish to attend. Requests can be made by either email or text. If no request is received, then a site will not be allocated. The site allocated for a Casual Stallholder may not be consistent for each Market Day. Site allocations are at the discretion of the Manager.
- 4.2 Allocation of a site to a Regular Stallholder is based on the criteria as set out in Clauses 3.8 and 3.12.
- 4.3 Public Liability Insurance is included in the Casual stallholder fee. There is no discount or fee reduction if a Casual stallholder holds their own current insurance.
- 4.4 The Manager will confirm the Casual's site allocation by issuing an invoice by email which will include the site number.
- 4.5 The Casual secures the site by paying the issued invoice online or via direct deposit before 12 noon on the Thursday prior to the requested Market Day. Payment can be made by direct deposit online or in person at the stallholders preferred bank. Supply of a remittance or payment receipt number will be required to ensure payment confirmation. If, due to a late allocation, payment cannot be made by 12 noon on the Thursday prior to the requested Market Day, it is the responsibility of the Casual stallholder to make the payment in person by cash at the Information Stall between 6am and 7:30am on market day. Refer to Fees & Charges Clause 10.2 & 10.3.
- 4.6 Any fees paid by a Casual are NOT refundable for any reason.
- 4.7 Once invoiced, Casual fees are payable regardless of attendance, unless notified in writing by 12 noon on the Thursday prior to market. If payment was made prior to cancellation within the correct time frame, a credit will be applied to your account.
- 4.8 'Walk-in' requests for sites on market day are subject to availability with no guarantee of a site being allocated. If a site is available on the market day, the walk-in must complete a registration form, comply with Qld Health requirements and pay the site fee before setting up their stall. Refer to Fees & Charges Clause 10.
- 4.9 The manager is permitted to allocate sites to up to 100 Casual stallholders per market day

5 REGULAR STALLHOLDERS

- 5.1 A Casual Stallholder may make application to be considered as a Regular Stallholder by completing a Regular Stallholder Registration Form. A Casual Stallholder will only be considered for Regular Stallholder classification if they have had consistent attendance over the previous 6 months as a Casual, paid all fees on time and have consistently run a well-presented stall.

Only locals may apply for Regular status. Atherton tablelands area, Mt Molloy/ Julatten/ Kuranda/ Dimbulah/ Mt Garnet/ Palmerston/ Malanda.

PROOF OF RESIDENTIAL ADDRESS REQUIRED

Site allocations are at the discretion of the Manager.

5.2 Regular Stallholder applicants must have their own Public and Product Liability Insurance. Regular Stallholder classification will not be granted until a current Certificate of Currency is sighted. Refer to Sub-Section 7 - : Liability Insurance clauses 7.1 to 7.5.

Public Liability may be obtained from the P&C via individual agreement, providing the Stallholder does not sell anything listed under Section 7.2 in the Terms and Conditions.

5.3 Allocation of a site to a Regular is based on the criteria as set out in Clauses 3.8 and 3.11.

5.4 The Manager will confirm the Regular's site allocation by issuing an invoice by email which will include the site number and confirmation of site allocation duration (maximum 3 consecutive months per invoice issued quarterly).

5.5 A Regular secures the allocated site by paying the issued invoice by the due date on the invoice. Payments must be received no later than 12 noon on the Thursday before the first Market Day of the three month period. Payment can be made by direct deposit online or in person at the stallholders preferred bank. Supply of a remittance or payment receipt number will be required to confirm payment.

5.6 If payment is not received by the invoice due date, the site is not secured and may be offered to another stallholder.

5.7 The site allocation is secured for a three month period only. The Manager reserves the right to relocate the stallholder to a different site within the 3 month period as required. At the end of the allocated 3 month period, the next quarterly invoice will automatically be generated (at the Market Managers' discretion)

5.8 Any fees paid by a Regular for the invoiced 3 month period are not refundable or transferrable for any reason other than serious health issues. Medical certificate required.

If a Regular wishes to cancel for a medical reason in the NEXT invoicing period, the Regular must advise the Manager in writing prior to invoicing. If accepted, the invoice will reflect which Markets the stallholder will be attending and will be priced accordingly.

The site will be offered to a Casual during the Regular's absence.

Any application for a credit on a paid invoice must be in writing addressed to the P&C and will be considered by the P&C. See clause 18.7.

6 FOOD TRADERS

6.1 A Food Trader is defined in Subsection 1 "Definitions".

6.2 A Food Trader is allocated a site subject to the criteria set out in clauses 3.8 and 3.11.

6.3 Food Traders are classified as either Casual or Regular as described in sub-sections 4, 5 or 6.

6.4 The Food Trader MUST have their own current Public & Product Liability Insurance Cover. Refer to sub-section 8: Liability Insurance clauses 7.1 to 7.3.

6.5 All Food Traders MUST display a current food licence in compliance with Food Safe Qld and the relevant regional council regulations and by-laws. Refer to Clause 13.1 – Health & Safety Regulations.

7 LIABILITY INSURANCE

7.1 The Yungaburra P&C holds Public & Product Liability Insurance Cover for the operation of the markets. This insurance does NOT cover all stallholders as exclusions apply. It is recommended all stallholders seek their own legal advice in regard to obtaining Public & Product Liability cover.

- 7.2 The P&C Public & Product Liability Cover **EXCLUDES** insurance cover for: ***food vans, consumables, tools, electrical goods, second hand toys, health products, cosmetic, temporary tattooing, face painting, medicinal products, potions, oils, soaps, alcohol, amusements, massage and hazardous/flammable/dangerous goods.*** Therefore any stallholder, irrespective of classification, intending to sell any of the above excluded list, MUST have their own Public & Product Liability Insurance with cover for ALL the items intended to be sold.
- 7.3 A Regular stallholder MUST have their own Public & Product Liability Insurance policy indicating Market cover for at least \$10 million in the stallholders name or their trading name. Regular stallholders MUST supply via email or MMS to the Market Manager, a current copy of their Certificate of Currency (COC). Upon expiry of the COC, it is the responsibility of the stallholder to supply a copy of the COC renewal.
- 7.4 A Casual Stallholder making application to be a Regular Stallholder MUST comply with Clause 7.3. If the applicant fails to comply with Clause 7.3, the Regular Stallholder application will be denied until the stallholder is able to comply.
- 7.5 The P&C will not be liable or responsible for any loss, damages, claims, expenses, actions, payments or outgoings arising directly or indirectly from any breach or non-compliance by any stallholder of these Terms and Conditions.

8 MARKET SITES GENERAL

- 8.1 The P&C reserves the right to review any site allocation, site fees or stallholder registrations at any time. Cancellation of a site allocation or registration is at the discretion of the P&C or Manager.
- 8.2 ALL stallholders must operate within the boundaries of their allocated site. It is the stallholders responsibility to ensure no part of the gazebo, tent, equipment, signs, products/produce/wares, trailer or vehicle protrudes beyond the site boundaries. Refer to Clause 12.12 - Parking.
- 8.3 Sites (including those occupied by Food Traders) cannot be sold, sub-let, exchanged or transferred between stallholders or other parties. Stallholders who sell or change ownership of their business/stall cannot include the allocated site as part of the transfer. The new owner must make application as a Casual and will only be considered as a Permanent stallholder following the same probation period as all other stallholders. The Manager reserves the right to review the site allocation when the new owner makes application.
- 8.4 Sharing of sites between stallholders will only be considered on written application to the Manager. It is preferred that a stallholder relocate to a site of appropriate size if deemed unsuitable. Decisions on site sharing are at the discretion of the Manager.
- 8.5 Stallholders MUST only sell the goods as described on their current registration form. The sale of any unregistered goods may result in the loss of the site, including pre-paid fees or charges.
- 8.6 Spruiking (*speaking in public to advertise*) or trading outside the confines of a stallholders allocated site is strictly prohibited. Stallholders are permitted to deliver pre-ordered or pre-purchased product/produce to other stallholders.
- 8.7 One site will be allocated each Market Day for the use by a local charity (see definition in subsection 1). This site may be for the use of, but not limited to, selling promotional merchandise or donated items, promote a function or event, or to educate and inform. The charity is not permitted to sell raffle tickets at the site or on the Market Grounds.

9 FEES AND CHARGES

9.1 Fees and charges are payable online or via direct bank deposit or at the stallholders preferred bank as per remittance instructions on issued invoice. All fees MUST be paid before the due date on the invoice.

Casual Site fee per 3 x 3m site per market (minimum fee)	\$ 30
Fee per additional metre frontage or depth (for any site larger than 3 x 3m)	\$ 5
Power fee per power outlet (no generators, domestic power boards or double adaptors)	\$ 5
Food Trader (up to 3 x 6m deep site per market, excludes power. Additional metrage fees may apply)	\$ 50
Cash collection fee (payable if fees need to be collected on market day)	\$ 5
Walk-in (subject to availability)	\$ 35

Please note: extra charges apply for additional lineal metres including site frontage and depth, additional structures, on site car parking or other necessary operational charges as deemed appropriate by the Market Manager with pricing on application.

9.3 If cash is paid on the day, the correct amount must be supplied ***including the cash collection fee.*** NO change will be given by the Markets.

9.4 The Markets will NOT give change of smaller denominations. It is the stallholder's responsibility to manage their own funds and float.

10 BUSKING / ENTERTAINERS

10.1 Busking by school aged children is encouraged at no fee.

10.2 ALL buskers MUST register at the Market Information Stall (see map). Non-school aged buskers are required to pay a \$10 registration fee. Failure to register will result in eviction from the Markets.

10.3 A limit of four (4) groups or individual buskers applies on Market Days.

10.4 Buskers must move on at 20 minute intervals unless otherwise agreed.

10.5 Buskers must not obstruct walkways.

10.6 No amplified music or bagpipes are allowed.

11 MARKET SET UP AND DISMANTLING

11.1 Market Day trading hours are between 7.30am and 12.30pm.

11.2 Set up may start from 5am on market day with all trading to cease by 12.30pm.

11.3 Power supply will be switched on at 5am and off at 1:30pm on Market Day only. Any supply outside these hours must be by prior written agreement between the Stallholder and the P&C.

11.4 ALL Stalls MUST be dismantled by 2pm.

11.5 Anybody occupying the market grounds outside of these times do so at their own risk. The P&C and Manager will not be responsible nor liable for any activities or occupancy outside of the market day operating hours.

Access

- 11.6 No vehicles are permitted to be driven on the market grounds between 7.15 a.m. and 12.30 p.m. There are **no exceptions** to this condition. Any non-compliance will result in loss of a stallholder's registration.
- 11.7 Vehicles are permitted on site for the purposes of setting up and packing up only. As soon as un-pack or pack up is completed, stallholders are required to remove their vehicles from the market grounds immediately unless allocated an onsite parking space. Please consider our customers and park far enough away to allow adequate parking space.
- 11.8 Vehicle entry for rows A, D, E, F and the beginning of rows K, L and M (up to site 10) is through the Pit Stop Service Station entry.
- 11.9 Vehicle entry for rows J, O, P and from site 10 onwards in rows K, L and M is through the Short Street entry.
- 11.10 Vehicle exit is via the Short Street access.

Parking

- 11.11 Sites located in rows D & E and numerous other sites are designated **NO CAR SITES**. Refer to site map marked as 'X'
- 11.12 If the allocated site has car parking associated with the site, the vehicle must be parked immediately adjacent or behind the allocated site. Each site is allocated one (1) vehicle per site, i.e. either a car OR a trailer. Unless agreed otherwise in prior consultation with the Manager, any variation may result in the cancellation of registration. Stallholders are requested to be respectful of other stallholders to avoid damage to any vehicles.

Noise and Lights

- 11.13 When setting up the markets Stallholders are requested not to make any undue noise. This is in accordance with the provisions of the Tablelands Regional Council's Noise Abatement Act. Any violation of these provisions may incur a fine from Council.
- 11.14 Stallholders setting up near residential areas and accommodation venues are required to dim their lights.

12 HEALTH & SAFETY REGULATIONS

- 12.1 It is the responsibility of the stallholder who intends to sell any food items at their stall to ensure they comply with all food handling, packaging and service requirements as per the local government and state regulations. The P&C and Manager are not responsible, nor liable for any unlawful preparation or service of food or breach of applicable licensing laws by any Stallholder at the Market. Any unlawful operation or breach by a Food Trader or any stallholder will be reported to the local Regional Council authority and may result in cancellation of registration and eviction from the Market. For more information, contact Tablelands Region Council Environmental Health Officer on 1300 362 242.

Smoking

- 12.2 The Markets Grounds are a strictly No Smoking Zone.

Dogs

- 12.3 Dogs are not encouraged to be on the market grounds on market days.

12.4 Any dog on the Market Grounds on the Market Days must be on a lead, comply with local Council by-laws and cared for in accordance with RSPCA guidelines. All dog mess is to be cleaned up immediately.

Rubbish

12.5 Rubbish bins are for the use of the market patrons only and are NOT to be used by stallholders to dispose of any waste or rubbish during or at the end of market day.

12.6 Stallholders must take their own packaging, cartons, waste and rubbish with them when they leave the site.

Power

12.7 Electrical outlets are allocated by the Manager and will be stated on the stallholder invoice. Use of any power by any stallholder who is not authorised to do so may lead to cancellation of the stallholder registration. Any electrical leads or equipment used on the sites must comply with current tagging requirements. Power leads and cords must not obstruct walkways as this constitutes a trip hazard. Stallholders not complying with this condition will be directed to disconnect or unplug power leads or equipment.

12.8 No double adaptors or domestic power boards are allowed.

12.9 The use of generators is NOT permitted on the Market Grounds at any time.

Walkways

12.10 Walkways are to be kept clear at all times during market trading hours.

12.11 Power cords, menu boards, signage and display structures must not be placed on walkways.

Sale of Electrical Goods

12.12 Any stallholder selling electrical items (as per Clause 8.2) MUST have their own Public & Product Liability Insurance irrespective of amp, voltage or tagging. All electrical goods for sale by a stallholder should be tested by an accredited electrician and labelled accordingly.

12.13 If any electrical goods for sale by a stallholder have not been tested then these items must be clearly labelled stating "**NOTE: This/These electrical item/s have not been electrically tested. Buy at your own risk.**".

12.14 The P&C does not accept any liability or responsibility for the sale of ANY electrical goods.

13 PROHIBITED GOODS AND SERVICES

13.1 Sale of the following are strictly prohibited:

- Laser light pens
- Sausage sizzles
- Raffle Tickets (except by Yungaburra Lions and Lioness Clubs)
- Gambling of any kind
- Any live animal including dogs and cats (except egg producing poultry which must be cared for in accordance with RSPCA guidelines)

13.2 Requests to be a stallholder promoting Religious or political views may be declined.
See clause 3.8.

14 WET WEATHER POLICY

14.1 The Markets will not be cancelled due to weather conditions unless a cyclone warning (not watch) has been issued.

14.2 No fees or charges will be refunded or discounts applied due to weather conditions. If a market is cancelled due to a cyclone, any fees paid will be transferred as credit.

15 OFFENSIVE, AGGRESSIVE AND INAPPROPRIATE BEHAVIOUR

15.1 Any offensive, aggressive or inappropriate behaviour by Stallholders towards the P&C and its Volunteers and Committee Members, Executive, Manager, other stallholders and members of the public will not be tolerated. Examples of such behaviour include, but is not limited to, bullying, harassment, discrimination, false and misleading conduct.

15.2 If complaints of any offensive, aggressive or inappropriate behaviour are made to the Manager or P&C then a verbal warning will be issued. If the subject stallholder continues with the complained behaviour then a written warning will be issued. If the subject stallholder does not comply with the verbal and written warnings then that stallholder will forfeit their Registration, lose their site and will not be entitled to any refund of remaining fees or charges paid.

16 LOST PROPERTY

16.1 Lost property maybe directed or reported to the Market Information Stall.

16.2 The P&C, Manager, and volunteers do not accept any liability or responsibility for any lost property.

16.3 Lost property handed in to the information stall on market day that is deemed to be of value or importance (eg. mobile phone or wallet), will be delivered to Yungaburra Police Station at the end of market day.

16.4 Any lost property remaining unclaimed after two (2) months will be disposed of at the Manager's discretion.

17 TERMS AND CONDITIONS COMPLIANCE

17.1 These Terms and Conditions are subject to amendments and it is the responsibility of all stallholders to ensure they have read and understood the current Terms and Conditions.

17.2 The Current Terms and Conditions are available on the Market website or upon request from the Manager.

17.3 Any breach or failure to comply with these Terms and Conditions may result in the loss of stallholder site allocation, cancellation of registration and forfeiture of any fees paid.

17.4 The Manager and the P&C reserve the right to engage the assistance of the Police at any time they deem fit.

17.5 Any stallholder making application for variation of any terms and conditions including refunds or concerns requiring consideration by the P&C are to be in writing and emailed to yungaburrasspc@bigpond.com or addressed to the Yungaburra P&C Association Secretary at 4 Maple Street, Yungaburra Qld 4884 or delivered to the Market Information Stall on Market Days. All correspondence is to be clearly marked as '*Attention of the P&C Association Secretary - Private and Confidential*'. All correspondence will remain strictly confidential.

17.6 Any persons with concerns with the market operations, individual stallholders or issues that require consideration by the P&C are to be in writing and emailed to yungaburrasspc@bigpond.com or addressed to the Yungaburra P&C Association Secretary at 4 Maple Street, Yungaburra Qld 4884 or delivered to the Market Information Stall on Market Days. All correspondence is to be clearly marked as '*Attention of the P&C Association Secretary - Private and Confidential*'. All correspondence will remain strictly confidential.

- 17.7 Any decision made by The P&C regarding, but not limited to, misconduct, requests for variation or breaches of these terms and conditions are final and binding on all parties. No discussion or application for the contrary will be entered into.