
Brewery Yard Markets *Stallholder Terms and Conditions*

WELCOME TO THE YARD.

The Brewery Yard Markets is a premium, inner-city market held at Central Park, Chippendale (28 Broadway, opposite UTS).

Held on the 1st and 3rd Sunday of every month from February to December, the Brewery Yard Markets features stallholders trading organic produce, new and vintage fashion, artisan homewares, gourmet bites and unique creations from local and regional designers.

Together with live music, art demonstrations and other seasonal activities – the Brewery Yard Markets is *the* place to kick it on Sundays in Sydney.

Thanks for submitting an application to us!

This document contains important information regarding curating a stall at the Brewery Yard Markets – please read it prior to the Market day.

If you have any questions, please don't hesitate to contact us via team@breweryyardmarkets.com.au.

Many thanks again, and we look forward to a great working relationship in the future!

Cheers,

BYM Team

STALL LOCATIONS

- Stallspace will be allocated on the Friday prior to each Market.
- Stallspace are allocated exclusively at the discretion of BYM staff.
- On arrival, Stallholders will be directed to their allocated Stallspace.

RUNSHEET

- 8:00am: Bump-in commences. Stallholders with a confirmed 8:00am to 8:20am bump-in slot may unload next to the market site for 20 minutes maximum as directed by BYM staff.
- 8:15am: Stallholders without a confirmed bump-in slot may begin parking beneath Central Park and bump-in via the GoGet lift.
- 8:20am: Stallholders with a confirmed 8:20am to 8:40am bump-in slot may unload next to the market site for 20 minutes maximum as directed by BYM staff.
- 8:40am: Stallholders with a confirmed 8:40am to 9:00am bump-in slot may unload next to the market site for 20 minutes maximum as directed by BYM staff.
- 9:00am: Bump-in closes.
- 9:30am: Electricity connected (as required) by BYM staff.
- 9:45am: All Stallholders must occupy their allocated Stallspace. Stalls must be ready to trade. BYM staff to inspect all Stalls, Shelter, Tables and Signage. If a Stall does not comply with BYM's presentation standards, Stallholders must rectify their non-compliance by 10:00am. If a Stallholder has nominated to use their own all-white, 3m x 3m marquee, but does not bring it with them, Stallholders may be required by BYM to rent Shelter and / or additional Tables or Signage for an additional fee payable in cash only.
- 10:00am: Markets open to the public, Stalls begin trading.
- 11:00am: First music act commences.
- 1:00pm: First music act ends, second music act commences.
- 3:00pm: Second music act ends.
- 4:00pm: Markets close. Stallholders cease trading and begin bump out. Stallholders without a confirmed bump-out slot may begin bump-out beneath Central Park via the GoGet lift. Stallholders with a confirmed 4:00pm to 4:20pm bump-out slot may load in next to the market site for 20 minutes maximum as directed by BYM staff.
- 4:20pm: Stallholders with a confirmed 4:20pm to 4:40pm bump-out slot may load in next to the market site for 20 minutes maximum as directed by BYM staff.
- 4:40pm: Stallholders with a confirmed 4:40pm to 5:00pm bump-out slot may load in next to the market site for 20 minutes maximum as directed by BYM staff.
- 5:00pm: Bump-out closes.
- 6.00pm: All Stallholders off-site.

STALLHOLDER TERMS AND CONDITIONS

between BYM and the Applicant (Parties).

1 DEFINITIONS

Adverse Event has the meaning given in clause 12.3

Applicant means a person who submits an Application to us.

Application means an application to become a Stallholder at a Market submitted via our Website.

Approval has the meaning given in clause 2.3.

Booking means a booking for a Stall, Setup Services and/or Shelter at a Market or Markets.

BYM means Brewery Yard Markets ABN 37 601 546 874, the owner, manager and operator of the Markets. Also referred to in this document as us, we and our.

Central Park means Frasers Central Park No. 1 Pty Ltd ACN 151 467 355.

Central Park Lands means the outdoor, privately-owned areas of the Central Park Sydney shopping complex, adjacent to Chippendale Green, located at 28 Broadway, Chippendale, NSW 2008.

City of Sydney Lands means the outdoor, public areas within the jurisdiction and control of the City of Sydney located on and adjacent to Chippendale Green, Chippendale.

Confidential Information means any confidential or commercial information communicated between you and us.

Content has the meaning given in clause 10.1.

Dangerous Weather has the meaning given in clause 12.2.

Fees means the cost of a Stall, Setup Services and/or Shelter as stipulated on our Website, inclusive of Australian goods and services tax.

Food Approvals means all necessary permits, approvals and permissions as required by law to operate a temporary food stall within the jurisdiction of the City of Sydney.

Food Stall means a Regular Stall or Premium Stall operated by a Stallholder who has received written approval from us to prepare, make, cook, display, sample and / or sell food at a Market.

GST means Australian Goods and Services Tax.

IP means all present and future rights conferred by statute common law or equity in, or in relation to, any intellectual property rights including copyright, trade marks, designs, patents, circuit layouts, business names, domain names, social media handles, plant breeders' rights, inventions and other results of commercial intellectual activity.

Market means the community market event we run on the Premises on the 1st and 3rd Sunday of every month from February to December each calendar year.

Market Gear has the meaning given in clause 5.10.

Market Hours has the meaning given in clause 4.9.

Parking Area has the meaning given in clause 4.4.

PLI means a valid, current public liability insurance policy with at least \$10,000,000 liability cover.

Premises means part or all of the Central Park Lands, City of Sydney Lands and Central Park Sydney shopping complex (including the Parking Area).

Premium Stall means a package including a Small or Regular Stall, Setup Services, Shelter, Table and Signage.

Regular Stall means a Stall occupying 3m x 3m of Stallspace.

Setup Services means setting up and packing down Shelter, Table and Signage for your Stall.

Shelter means a wind-rated gazebo structure measuring 3m x 3m with a white canopy.

Signage means a chalkboard.

Small Shelter means a gazebo structure measuring 2.4m x 2.4m.

Small Stall means a Stall occupying 3m x 1.5m or 2.4m x 2.4m of Stallspace.

Stall means a Stallspace occupied by a Stallholder at a Market. Stall also includes Food Stall, Small Stall, Regular Stall and Premium Stall.

Stallholder means an Applicant whose Application we've approved and invited to make a Booking, or a person who we've otherwise invited to make a Booking. Also referred to in this document as you.

Stallspace means a specified area of the Premises that we nominate and allocate to you to operate your Stall.

Table means a folding trestle table.

Website means www.breweryyardmarkets.com.au.

2 APPLICATIONS

- 2.1 To become a Stallholder at a Market, an Applicant must:
 - submit an Application to us via our Website;
 - provide any additional information we request; and
 - obtain and hold current, at their expense, all applicable Food Approvals and PLI.
- 2.2 We will not consider or process incomplete Applications.
- 2.3 If we approve an Application, we will contact you regarding making a Booking (**Approval**).
- 2.4 If we do not approve an Application, we will take reasonable steps to inform the Applicant.
- 2.5 We reserve the right to refuse Applications for any reason at our sole discretion.
- 2.6 By submitting an Application to us, the Applicant agrees to:
 - be bound by these Terms and Conditions; and
 - us keeping a copy of their Application on file for future reference.

3 BOOKINGS

- 3.1 To make a Booking, you can email us at team@breweryyardmarkets.com.au or book in directly via our Website using the details we provide you.
- 3.2 All Bookings are subject to our approval and we reserve the right to refuse Booking for any reason at our sole discretion.
- 3.3 If you purchase a Small Stall, on the relevant Market date you will:
 - share a Shelter with another Stallholder who has also purchased a Small Stall or trade under a Small Shelter; and
 - be provided with one (1) Table.
- 3.4 If you purchase a Regular Stall, on the relevant Market date you:
 - must bring your own Shelter (in good to excellent condition) that meets our presentation standards or hire Shelter from us; and
 - will be provided with one (1) Table.
- 3.5 If you purchase a Premium Stall, on the relevant Market date you will be provided with:
 - a Shelter or Small Shelter, depending on whether you have booked a Regular Stall or Small Stall in your package;
 - one (1) Table and Signage; and
 - Setup Services.
- 3.6 By making a Booking, you agree to be bound by these Terms and Conditions.

4 ON THE DAY

- 4.1 On each Market date, bump-in commences at 8:00am. No Stallholders are permitted on the Premises prior to 8:00am.
- 4.2 If you have requested a bump-in slot via email to team@breweryyardmarkets.com.au, we will inform you of your bump-in slot ahead of the relevant Market date. On the relevant Market date, you will have twenty (20) minutes between 8:00am and 9:00am to park your vehicle in the bump-in zone adjacent to the Market site and unload your equipment as directed by BYM staff. Once your bump-in slot has expired, you must remove your vehicle and all equipment from the bump-in zone, and begin setting up in your Stallspace.
- 4.3 If you have not requested a bump-in slot, you may begin setting up in your Stallspace from 8:15am on the relevant Market date.
- 4.4 If you have purchased a Premium Stall, you may park your vehicle on Level B2 of the Central Park Sydney shopping complex (**Parking Area**) in a carspace allocated to you by BYM staff from 8:00am – 6:00pm on the relevant Market date.
- 4.5 You must not park any vehicle in the Parking Area if you have not purchased a Premium Stall, or outside of 8:00am – 6:00pm on the relevant Market date for which you have purchased a Premium Stall.
- 4.6 We will inspect your Stall between 9.15am and 9.45am on the relevant Market date. If, on inspection, your Stall does not appear to comply with our presentation standards, Food Approvals or any other applicable Australian laws, we reserve the right to:
 - request that you rectify the appearance or setup of your Stall to ensure compliance;

- if you refuse to rectify the appearance or setup of your Stall, cancel your Booking for that Market date, evict you from the Market and retain any Fees you have paid us in respect of that Market; and
 - cancel your Booking(s) for future Markets.
- 4.7 You must occupy their Stall and be ready to trade from 9.45am until 4.00pm on the relevant Market date.
- 4.8 On each Market date, the Markets open at 10.00am and close at 4.00pm.
- 4.9 All Stallholders must trade from 10.00am – 4.00pm on the relevant Market date (**Market Hours**) unless otherwise directed by BYM staff.
- 4.10 You must not trade outside of the Market Hours.
- 4.11 If you have requested a bump-out slot via email to team@breweryyardmarkets.com.au, we will inform you of your bump-out slot ahead of the relevant Market date. On the relevant Market date, you will have twenty (20) minutes between 4:00pm and 5:00pm to park your vehicle in the bump-out zone adjacent to the Market site and pack up your equipment as directed by BYM staff. Once your bump-out slot is expired, you must remove your vehicle and your equipment from the bump-out zone. If you have purchased a Premium Stall, you may continue packing up via the Parking Area.
- 4.12 You must return all Shelter, Tables, Signage and any other equipment provided to you by BYM staff to us between 4.00pm and 4.30pm on the relevant Market date.
- 4.13 You must be packed up, have cleaned and cleared your Stallspace of all equipment and rubbish, and leave the Premises by 6.00pm on the relevant Market date.
- 4.14 You must take all of your rubbish with you when you leave the Premises, or deposit it in the rubbish bins we provide you at the Market. You must not deposit any rubbish in bins on the City of Sydney Lands.

5 *STALLHOLDER RIGHTS AND RESPONSIBILITIES*

- 5.1 You must not, at any time, transport Shelter, Tables, Signage or your equipment through the Central Park Sydney shopping complex.
- 5.2 Unless you hire Shelter from us, at each Market you must bring Shelter for your Stall that is:
- in good to excellent condition;
 - not defective or damaged.
- 5.3 For each Market you must bring any extra Tables or Signage, along with all other equipment, goods, products and materials you require to:
- operate your Stall;
 - comply with all applicable Australian laws; and
 - satisfy your obligations under your PLI.
- 5.4 You must comply with our reasonable directions in relation to the setup, presentation, trading and pickup of your Stall. If you fail to comply with our reasonable directions we reserve the right to:
- request that you follow our reasonable directions;
 - cancel your Booking for that Market date, evict you from the Market and retain any Fees you have paid us in respect of that Market; and
 - cancel your Booking(s) for future Markets.
- 5.5 If you require electricity, you must provide us with written notice of your electricity requirements at least seven (7) days in advance of the relevant Market date. Access to electricity is not guaranteed and is subject to availability.

- 5.6 Any electrical equipment you bring to, or use at, the Markets must be:
- tested and tagged (at your expense);
 - comply with all applicable Australian laws, codes, guidelines and technical standards (at your expense); and
 - used and connected with appropriate electrical waterproofing equipment (at your expense).
- 5.7 You must seek and obtain written approval from us to sell any goods or services at the Markets prior to each Market date. All goods and services must comply with all applicable Australian laws, technical guidelines and safety standards.
- 5.8 You must not move or place Shelter, Tables, Signage or your equipment in public access areas on the Premises (including public walkways, fire hose reels, lifts and stairs) at any time.
- 5.9 You must ensure that all Shelter, Tables, Signage and your equipment is firmly secured in your Stallspace at all times to ensure personal and public safety.
- 5.10 If we supply you with Shelter, Tables, Signage or any other equipment to use at a Market (**Market Gear**), you must return it to BYM staff between 4.00pm and 4.30pm on the relevant Market date. If you:
- fail to return any such Market Gear by 4.30pm; or
 - return any such Market Gear damaged or broken,
- you will be charged an additional amount at the following rate(s):

Item	Damaged	Not Returned / Broken
Shelter	\$100	\$250
Table	\$30	\$60
Signage	\$55	\$100
Handwashing station	\$200	\$200
Electrical extension cable	\$50	\$50
Electrical cable cover	\$25	\$50

- 5.11 You warrant and agree to:
- take all reasonable care with the Market Gear we lend you, and assume all responsibility and liability for any loss, damage or injury you cause or suffer (directly or indirectly) as a result of your use of the Market Gear;
 - take all reasonable care in using any other equipment or infrastructure at the Markets, and assume all responsibility and liability for any loss, damage or injury you cause or suffer (directly or indirectly) as a result of your use of such equipment or infrastructure; and
 - not damage or destroy any public or private property in the vicinity of the Premises, including City of Sydney, Central Park and our property.
- 5.12 You undertake not to transfer, sell, assign or sublease any rights associated with your Booking (including operating your Stall or occupying Stallspace at the Markets) to any third party without our prior written consent. In the event of such transfer, sale, assignment or subletting, we reserve the right to:
- cancel your Booking for, and retain any Fees you have paid us in respect of, that Market date;
 - evict you, and any unauthorised third party transferee, purchaser or sub-lessee, from the Market; and
 - cancel your Booking(s) for future Markets.
- 5.13 All rights associated with your Booking (including operating your Stall or occupying Stallspace) are granted to you on a one-off, casual basis for the relevant Market date only. You acknowledge and agree that a Booking

- does not create any right, tenancy or licence (actual or implied) in respect of the Premises.
- 5.14 You agree to operate your Stall within the bounds of your allocated Stallspace as directed by BYM staff. If you setup equipment or trade outside the bounds of your allocated Stallspace we accept no responsibility for, and you indemnify us against, any loss, damage or injury caused or suffered by such equipment or trading.
- 5.15 You agree to obtain and hold current, at your expense:
- all necessary permits, approvals and permissions as required by law to trade at the Markets (including Food Approvals); and
 - PLI and all other applicable insurance as required by law.
- 5.16 At all times, you and your employees, agents and representatives must:
- maintain strict standards of personal presentation, and behave in a professional manner;
 - keep your Stall clean, organised, orderly and free from rubbish;
 - have hardcopies of:
 - all necessary permits, approvals and permissions as required by law to trade at the Markets (including Food Approvals); and
 - your PLI,available for inspection at your Stall;
 - not harass or interact unreasonably with any person (including, but not limited to, BYM staff, other Stallholders, residents, visitors, customers and City of Sydney rangers);
 - assemble, use and disassemble Market Gear and any other equipment or infrastructure with reasonable care, skill and diligence;
 - take reasonable steps to prevent damage to your Stall, Market Gear, the Premises and any other property owned by us or Central Park;
 - not smoke tobacco products (including e-cigarettes), drink alcohol or consume illegal drugs on the Premises;
 - comply with all applicable Australian laws and lawful directions of public authorities.
- 5.17 You understand and agree that while reasonable efforts are made to accommodate Stallholder requests, the location of Stalls and the allocation of Stallspace is at our sole discretion.
- 5.18 You must not, without our prior written approval:
- share your Stall with another Stallholder or third party;
 - operate vehicles on the Premises;
 - operate a Food Stall;
 - take any Market Gear from the Markets or off the Premises;
 - play amplified or unamplified music on the Premises;
 - use generators on the Premises;
 - use gas powered equipment on the Premises; or
 - offer, sell, sample or otherwise distribute alcohol on the Premises.
- 5.19 You must not, under any circumstances, offer, sell, trade, barter or otherwise exchange or distribute cigarettes, tobacco, tobacco products (including, but not limited to e-cigarettes, vapour, oils, rolling papers, shishas and cigars), prescription or illegal drugs, harmful substances, firearms, knives or other weapons, or any other goods or services noted as prohibited on our Website or which are illegal, restricted or prohibited under Australian law.
- 5.20 You agree to promote the Markets via your website, social media channels and in-store (where applicable) in accordance with our reasonable requests.

6 FOOD STALLS

- 6.1 If you are approved to operate a Food Stall, for each Market you must:
- obtain and hold current, at your expense, all applicable Food Approvals and PLI;
 - make hardcopies of such Food Approvals and PLI available for inspection at your Stall;
 - ensure your Stall meets the City of Sydney's *Requirements for the operation of a temporary food stall* as outlined on www.cityofsydney.nsw.gov.au; and
 - practice safe food handling in compliance with the *Food Act 2003* and the *Australian New Zealand Food Standards Code*.
- 6.2 To meet your obligations under the Food Approvals, you must purchase, bring and use the following at each Market:
- three (3) tent sides to fit a 3m x 3m gazebo;
 - durable dust and water resistant floor matting to cover 3m x 3m;
 - all electrical equipment, cabling, cable covers and waterproofing accessories necessary to operate your Stall safely and in accordance with applicable Australian law and standards;
 - appropriate cold storage equipment (including, but not limited to a mobile coolroom, fridge, freezer or esky);
 - appropriate counter food protection equipment (eg. sneeze guards, vacuum sealed wrapping);
 - appropriate hot food protection equipment (eg. barrier to prevent public access to barbeques, hot plates or other cooking appliances);
 - a hand-washing station, comprising a powered device providing warm running water (minimum 10 litre capacity, heated to approximately 40 degrees centigrade), liquid soap and disposable paper towels;
 - hand sanitiser;
 - a fire extinguisher;
 - table cloths for all Tables and counter surfaces;
 - closed containers for food storage;
 - pre-wrapped, single-use eating and drinking utensils;
 - two covered garbage bins (one (1) for general waste, one (1) for waste water and cooking oils); and
 - a temperature probe capable of measuring the core temperature of food (eg. point thermometer).

7 FEES

- 7.1 You warrant and agree to pay the Fees applicable to your Booking by 5.00pm on the Friday before the relevant Market date.
- 7.2 Fees must be paid in full via www.breweryyardmarkets.com.au/bookastall.
- 7.3 If you pay the Fees applicable to your Booking in accordance with clause 7.1 above, you will receive a confirmation to the email address you nominate.
- 7.4 If you fail to pay the Fees applicable to your Booking in accordance with clause 7.1 above, we may (at our sole discretion) revoke our Approval and/or prohibit you from trading at a Market or Markets.
- 7.5 Paying Fees does not create any right, tenancy or licence (actual or implied) in respect of the Premises.

8 PARKING

- 8.1 If you purchase a Premium Stall, we will provide you with one (1) underground carspace in the Parking Area to park a vehicle from 8:00am – 6:00pm on the relevant Market date.
- 8.2 You must not park any vehicle in the Parking Area:
- if you have not purchased a Premium Stall; or
 - outside of 8:00am – 6:00pm on the relevant Market date for which you have purchased a Premium Stall.
- 8.3 When operating your vehicle on the Premises, you must:
- do so with reasonable care, skill and diligence;
 - obey all applicable traffic laws and regulations;
 - obey all lawful directions of BYM staff, Central Park employees, agents and representatives and public authorities;
 - not endanger, harass or inconvenience local residents and members of the public; and
 - respect local residents' premises, property and carspaces in the Parking Area.
- 8.4 You warrant and agree to take all reasonable care when operating and parking your vehicle on the Premises, and assume all responsibility and liability for any loss, damage or injury you cause or suffer (directly or indirectly) as a result of such operation or parking (including any damage to your vehicle and other vehicles).

9 OUR OBLIGATIONS

- 9.1 As the owner, manager and operator of the Markets, we agree to:
- obtain all necessary approvals to operate the Markets on the Premises;
 - obtain and hold current, at our expense, public liability insurance and workers compensation insurance;
 - manage Stallholders, Bookings, our Website and social media for the Markets;
 - provide you with Stallspace to operate your Stall in accordance with your Booking;
 - provide you with Market Gear and parking in accordance with your Booking;
 - provide staff and security for the Markets; and
 - organise live music and other entertainment from time to time.

10 MARKETING ACTIVITIES

- 10.1 In the course of marketing and promoting the Markets, we may reproduce or refer to audiovisual content of:
- you;
 - your place(s) of business;
 - your staff;
 - your goods and services;
 - your Stall; and
 - your brand (collectively **Content**).
- 10.2 Upon request, you agree to provide us with Content and your IP to promote your attendance at the Markets.

- 10.3 By supplying us with Content or IP, you:
- grant us a non-exclusive, royalty free licence to use and distribute your Content and IP for the purpose of promoting the markets, and your attendance at the Markets;
 - warrant that the Content and IP you provide us does not infringe any third party IP or other rights; and
 - indemnify us against any claims arising in connection with our use or distribution of your Content or IP.
- 10.4 You agree to promote the Markets, and your attendance at the Markets, via your website and social media channels (including, but not limited to, your Facebook page, Instagram account, Pinterest board and Twitter feed).

11 POSTPONEMENT OR CANCELLATION BY YOU

- 11.1 Once you have paid the Fees applicable to your Booking (in accordance with clause 7 above), you may postpone a Stall reservation for a full credit **once only** up until 5.00pm on the Sunday before the relevant Market date (ie. at least seven (7) days before) (**Notice Time**).
- 11.2 You must submit any request to postpone a Stall reservation in writing via email to team@breweryyardmarkets.com.au.
- 11.3 If you request to postpone a Stall reservation, you understand and agree that:
- you will not have a Stall, or be able to trade as a Stallholder, on the relevant Market date; and
 - we will reallocate your Stallspace for the relevant Market date to another Stallholder.
- 11.4 If you request to postpone a Stall reservation before the Notice Time, you are entitled to a credit for a future Market date in that same calendar year.
- 11.5 If you request to postpone a Stall reservation after the Notice Time, or request to postpone a Stall reservation **more than once**, you understand and agree that:
- you forfeit any Fees paid in relation to that Market date; and
 - you are not entitled to any refund or credit for the relevant Market date.
- 11.6 By making a Booking with us, you understand and agree that organising a fortnightly market event is difficult, and that save for exceptional circumstances (and at our exclusive discretion) we will not provide you with a refund for Bookings cancelled, or requested to be cancelled, by you.

12 CANCELLATION BY US

- 12.1 The Markets run in all reasonable weather conditions, including wet weather.
- 12.2 In the event of dangerous weather conditions (which may include the outside temperature exceeding 40 degrees centigrade, or the average wind speed exceeding 80 kilometres per hour) (**Dangerous Weather**), we reserve the right at our sole discretion to:
- change the Market Hours; or
 - cancel or postpone the Market.
- 12.3 We reserve the right at our sole discretion to cancel or postpone a Market if unforeseeable issues arise, including but not limited to:
- development, maintenance or repair works on the Premises;
 - electrical works, a lack of electricity supply or other electrical issues;

- impaired access to the Parking Area;
 - our right(s) or approval(s) to run the Markets on the Premises are suspended or revoked;
 - receiving a valid, lawful request or direction from a public authority; or
 - any other event occurring which reasonably warrants cancelling a Market (collectively **Adverse Event**).
- 12.4 If we cancel or postpone a Market due to Dangerous Weather or an Adverse Event before 10.00am on the relevant Market Date, we will provide you with a full credit for a future Market.
- 12.5 If we cancel or postpone a Market, or change the Market Hours, due to Dangerous Weather or an Adverse Event after 10.00am on the relevant Market Date, you agree to forfeit any Fees paid in respect of that Market Date and understand that such cancellation, postponement or change is out of our control, and we will not provide you with a credit or refund.

13 *LIABILITY AND INDEMNITY*

- 13.1 You warrant and agree that you are solely liable for, and indemnify us, our agents, contractors, employees, representatives and affiliates and Central Park against any loss, damage or injury you cause or suffer (directly or indirectly):
- to Market Gear, other Stallholder's equipment or infrastructure, the Premises or any other public or private property in the vicinity of the Premises, including City of Sydney, Central Park and our property;
 - to any person on the Premises, including but not limited to Market visitors, BYM staff, security, contractors and Central Park personnel;
 - as a result of operating or parking a vehicle on the Premises;
 - as a result of your use, or failure to adequately secure, Market Gear, electrical equipment or any other equipment or infrastructure you bring to or use on the Premises;
 - as a result of your use of electricity on the Premises or failure to comply with clause 5.6 above;
 - as a result of your failure to comply with applicable Australian laws or the lawful directions of public authorities;
 - as a result of your failure to obtain Food Approvals or PLI;
 - as a result of your failure to dispose of rubbish responsibly;
 - as a result of Dangerous Weather or an Adverse Event;
 - in respect of the goods or services you advertise, sample, offer for sale or sell at a Market;
 - travelling to or from the Premises (during or outside the Market Hours);
 - on the Premises outside the Market Hours.
- 13.2 You warrant and agree you have no rights, tenancy or licence (actual or implied) in respect of the Premises.
- 13.3 You warrant and agree that all goods and services (including food and drink) you advertise, sample, offer for sale or sell at a Market:
- comply with the *Competition and Consumer Act 2010* (Cth), Food Approvals and all other applicable Australian laws;
 - comply with these Terms and Conditions;
 - are fit for their intended purpose;
 - do not mislead or deceive consumers;
 - do not infringe any third party rights, including IP;
 - do not contain material which is illegal or unlawful;

- do not contain material which is abusive, defamatory, hateful, discriminatory, racist, sexist or offensive.
- 13.4 You warrant and agree to mitigate and minimise risks, losses, damage or injury caused by you, your employees, agents or representatives by:
- immediately notifying BYM staff, Central Park staff or security of any injury or damage you, your employees, agents or representatives suffer, cause or observe;
 - paying constant attention to your Stall, Market Gear, other Stallholder's equipment or infrastructure in your immediate vicinity, or any other equipment or infrastructure you bring to or use on the Premises;
 - storing and securing all Market Gear, your goods and any other equipment or infrastructure you bring to or use on the Premises safely within your Stall;
 - ensuring there are no trip or fall hazards within, or in close proximity to, your Stall;
 - immediately cleaning up any spills, breakages or damage within, or in close proximity to, your Stall;
 - keeping public access ways clear at all times;
 - not obstructing the free movement of persons in your Stall, at the Market or on the Premises;
 - securing and waterproofing all electrical equipment you bring to or use on the Premises.

14 TERMINATION

- 14.1 Either party may terminate these Terms and Conditions by giving written notice to the other if:
- that other party breaches these Terms and Conditions and fails to remedy the breach within 14 days of receiving written notice of the breach; or
 - that other party becomes bankrupt, enters into voluntary administration or receivership, or ceases to carry on business.
- 14.2 We may terminate these Terms and Conditions immediately:
- if you do not pay the Fees applicable to your Booking in accordance with clause 7 above;
 - if you fail to obtain and hold current, at your expense, all applicable Food Approvals and PLI;
 - if you engage in any conduct which damages our, Central Park or the Market's reputation, image, brand or standing;
 - if you do not comply with any applicable Australian laws, our reasonable directions or the lawful directions of public authorities;
 - if you make a false, misleading or deceptive statement to us, Central Park or the City of Sydney; or
 - for any reason on 24 hours' notice.

15 CONFIDENTIALITY

- 15.1 You warrant and agree to keep strictly confidential all dealings and interactions:
- with us, BYM staff, Central Park, security and our event partners and sponsors;
 - with the City of Sydney in respect of us, Central Park and the Markets;
 - with other Stallholders; and

- online in respect of our Website and our social media channels.

16 GENERAL

- 16.1 In these Terms and Conditions:
- headings are for convenience only and do not affect interpretation;
 - defined terms (denoted by the use of **bold** font or capital letter(s)) have the meaning ascribed to them;
 - references to a person include an individual, partnership, association, company or joint venture where applicable;
 - references to the singular include the plural and vice versa.
- 16.2 The rights and obligations arising under these Terms and Conditions are personal to you. You must not assign, licence, sub-licence or transfer any part or all of your rights and obligations under these Terms and Conditions to any person or third party without our written consent.
- 16.3 Our failure to require you to do something in accordance with these Terms and Conditions or as required by any applicable Australian law, at a particular time does not affect our right(s) to require such performance at any later time.
- 16.4 We will only waive a breach by you of these Terms and Conditions in writing, and such waiver will not constitute a waiver of any later breach of the same or any other obligation under these Terms and Conditions.
- 16.5 If any provision of these Terms and Conditions is, or becomes invalid or unenforceable, the invalid provision will be severed from these Terms and Conditions and the remaining provisions will remain in full force and effect.
- 16.6 The parties agree that clauses 5, 7, 8, 10, 13, 14, 15 of these Terms and Conditions will survive termination.
- 16.7 These Terms and Conditions constitute the entire agreement between the parties and supercedes all prior oral and written representations and agreements. You warrant and agree that you have not relied on any pre-contractual conduct, representations or agreements in entering into these Terms and Conditions with us.
- 16.8 The parties agree that the laws of the City of Sydney and the state of New South Wales, Australia govern these Terms and Conditions, and the parties submit to the exclusive jurisdiction of the courts of New South Wales.
- 16.9 The person who submits an Application or makes a Booking warrants that they have the express permission and authority from the relevant party noted on the Application or Booking to enter into these Terms and Conditions in their own name, or on behalf of the relevant party.
- 16.10 The person who submits an Application or makes a Booking warrants and agrees that they are solely liable for, and indemnifies us, our agents, contractors, employees, representatives and affiliates and Central Park against any loss, damage, claims or expenses incurred arising out of a lack of power or authority to execute these Terms and Conditions.
- 16.11 You understand and agree that we may update these Terms and Conditions from time to time and publish updated versions on our website without advance notice to you.