



vegan
NSW
markets

stall holder

guide

stuff you need to **know**

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Find specific venue information in the Stall Holder Guidelines



what we're **about**

The Vegan NSW mission is simple; To promote veganism, and support vegans and the vegan movement. We believe we are achieving just that!

There is a shift in awareness happening right now, can you feel it?

Words like "compassionate," "ethical" and "conscious" are everywhere, we are becoming aware of how and what we are consuming and it's an exciting time.

So, Vegan NSW created the Market Program in November 2017 with the aim to promote this shift in awareness, and support the vegan community in maintaining their veganism.

Our events are an inclusive space where creators of vegan food and products can connect to like minded consumers; where the vegan community can find quality, ethically made vegan products and where those who are interested in veganism can learn about just how easy it can be.

our **values**



We have designed our events to embody and capture an experience unlike any other, and have created something that highlights the wonders of cruelty-free living, celebrates the strength of community and offers up a damn good day, **every time!**

Our markets:

- Are single use plastic free
- Curated so that your business stands out from the crowd
- Support local vegan talent including DJ's, bands & solo artists
- Offer a free education space called TENT Talks & Activism School
- Are a one stop shop for vegans



the
details

SYDNEY VEGAN MARKET



**The Entertainment Quarter
Market Canopy and Heritage Park
122 Lang Rd, Moore Park**



**The third Sunday of
every month**



9am to 4pm



**Kate Jones
0439 027 544**

NEWCASTLE VEGAN MARKET



**The Station
Can Scott & Watt St, Newcastle**



**The first Sunday of
every second month**



9am to 4pm



**Kate Jones
0439 027 544**



playing it safe

SAFETY FIRST

- We have a zero tolerance policy for anyone who puts others at risk. If you are found to do so, you will not be invited back
- Please be extra vigilant when children are present
- Flying tents are a significant risk to the public, and you are legally required to ensure your set up doesn't pose a risk to the public - this means you have to have enough weights to ensure it doesn't blow away. 10kg weights on each leg is required for this
- Be safe when moving equipment through the market zone
- Let us know right away if you see any hazards and let other stall holders know about any potential risk
- Let us know right away if there's a safety incident or near miss, even if it doesn't result in injury
- Market Management wear hi-vis pink/orange and volunteers wear yellow
- First Aid is located at the Info Tent
- Dangerous substances are not permitted
- Don't put something into the toilet or bathroom sink that's not supposed to be there!

NO-GO CONDITIONS

The market program would always love to operate when planned, however the market may be cancelled if:

- Extreme weather conditions have been predicted for market day
- If there is an insufficient number of sellers committed to attend
- The venue becomes unavailable due to unexpected circumstances

Having a stall at a Vegan NSW market gives you direct access to a huge community of compassionate, conscious consumers. We can't always guarantee sales and great weather, but what we can guarantee is an incredible opportunity to further your brand and connect with your target audience



what you'll get from us

WE'LL TAKE CARE OF THE OVERALL RUNNING OF THE MARKET:

- Start of day market bump in
- End of day market bump out
- Regular updates and general communication with all stallholders
- Weather checks leading up to each market day
- Communication to all stall holders and the general public (via social media, mail outs & website) if an event is cancelled
- First Aid, Safety & Risk
- Handling emergency & security situations
- Crowd management and preventing over crowding on market days
- Market promotion, including website and social media
- A maximum of 3 stall holder giveaway promotions in the lead up to market day
- Entertainment
- Site inspections and stall audits
- Provision of:
 - Power (to a limited number of stalls)
 - A potable water source
 - A free water refill station (not to be used for washing or draining)
 - ATMs



what we need from you

PROCESS STUFF

- **If you have traded in the past, email hello@sydneyveganmarket.com or hello@newcastleveganmarket.org after each event to discuss availability for next market (no need to complete the application form again)**
- Read and understand the Stall Holder Essentials relevant to the event you are in
- Follow instructions from market and security staff or volunteers when it comes to market operations and processes
- Do not offer samples outside of your stall
- Be aware of our processes and policies
- Be aware of and operate to our T&C's



what we need from you

PROCESS STUFF CONT'D: PLASTIC FREE EVENT

- Adhere to our promise of a plastic free event. This includes carry bags, water and soft drink bottles, plates & bowls, cups, straws & utensils
- ALL single use service ware must be compostable and certified to AS4736 - Australian commercial compost standards in Australia and New Zealand
- We recommend <https://www.biopak.com.au/products>
- We use a commercial composting service and it is imperative that all stall holders comply with the above

LEGAL & REGULATORY STUFF

- Let your local council know of your business details (if you run a food business)
- Make sure you meet any regulations and standards that apply to your type of business
- Apply for all permits that you require to trade eg City of Sydney Temp Food Permit
- Comply with the standards outlined in the Food + Beverage Management Guide (food businesses only)
- Current Liability Insurance up to \$20mil (your policy must be emailed to hello@sydneyveganmarket.com or hello@newcastleveganmarket.org)
- *If you're not sure about the legal & regulatory requirements for your business, check out our [Resources](#) section on the SVM website*

PROMO STUFF

- It is a requirement that you promote your inclusion and the event itself frequently in the lead up to market day.
- Do not rely solely on the market advertising
- Use the published Site Map to communicate your position to your customers

ACTIVISM & BEHAVIOUR STUFF

- Do not play any graphic or violent video or audio content in plain view and ensure there is a trigger warning located within your stall
- Be respectful of all cultures, genders, sexualities and lifestyles
- Remember that our incredible team of volunteers are donating their time for free to help us. Show them respect. If you are rude or negative to them, our staff and other stall holders this will be discussed with you. If this continues, you will not be invited back
- Do not engage in any discussions that have the potential to turn to conflict



setting it up

STALL SET-UP

- Stall holders must bring all equipment needed to trade - Don't forget change!
- All stall designs must be fit for purpose and for selling in an outdoor environment, this includes a 3m x 3m market tent
- As mentioned, tents & tables must be ballasted with sufficient weight so they're secure against wind - Pegs are not permitted
- If you do not bring weights you will not be permitted to use your tent

POWER

- If you are able to use gas equipment *please* do
- The power supply can be used by stall holders who have provided their power needs during site purchase, if these change please email hello@sydneyveganmarket.com or hello@newcastleveganmarket.org
- Equipment, power boards, splitters & leads MUST be Tagged and Tested by an electrician and be fit for commercial use



shutting it down

PACK UP

- Packing up begins at 4pm once the market is closed for trade and Bump Out is staggered by section as per the Stall Holder Essentials
- Double check everything has been removed from your space and have everything packed up before bringing your vehicle on-site.
- **DON'T FORGET TO TAKE YOUR WASTE WITH YOU!**



Sydney Vegan Market and Newcastle Vegan Market Stall Holder Terms & Conditions

1. General

These are the Standard Terms and Conditions of Vegan NSW Incorporated ABN 21 360 391 961 (Vegan NSW) which will apply to every contract whereby You as the Client (the "Stall Holder") book a Stall and participate as a Stall Holder in the vegan market event conducted by Vegan NSW ("Sydney Vegan Market" and/or "Newcastle Vegan Market").

2. The Contract

2.1. The Terms of the Contract between Vegan NSW and the Stall Holder for the sale and supply of items of the Products Ordered are contained collectively in all of the following:

- (a) the completed Booking Form;
- (b) All Vegan NSW Market Policies including:
 - (i) Food Management Policy;
 - (ii) Stall Holder Essentials Guide
 - (iii) Bump in/out Policy; and
- (c) these Standard Terms and Conditions ("Terms").

2.2. The Contract date is the date the Stall Holder sends a completed Booking Form to Sydney Vegan Market and/or Newcastle Vegan Market.

3. Defined Terms

In these Terms and Conditions and any related documents, unless the context otherwise requires, the following words and phrases mean:

"ABN" means Australian Business Number.

"Acceptance" means the occurrence of any one of the following:

- (a) the written Acceptance by Vegan NSW of the Booking; or
- (b) the Acceptance by Vegan NSW of the full payment for the Booking in which event the Acceptance will be deemed Communicated without any further steps being required.

"Allocated Space" means the designated area at the Sydney Vegan Market and/or Newcastle Vegan Market where the Stall Holder will be permitted to display their promotional materials and engage with visitors

"Booking" means a Booking placed and paid for by the Stall Holder for participation as a Vendor at the Sydney Vegan Market and/or Newcastle Vegan Market.

"Booking Form" means the online payment and form duly completed by the Stall Holder and Communicated to Vegan NSW in respect of their participation as a vendor at the Sydney Vegan Market and/or Newcastle Vegan Market containing:

- (a) the Booking type;
- (b) the Price paid;
- (c) any additional information required (e.g. insurance information); and
- (b) the Stall Holder's full details.

"Communicates" means all tenses of the verb and any act of communication and includes written communications and electronic communications but does not include oral communications unless confirmed in writing electronically.



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“Contract” means this contract for booking a space as a vendor at the Sydney Vegan Market and/or Newcastle Vegan Market.

“Market Coordinator” means the individual appointed by VeganNSW to operate the Sydney Vegan Market and Newcastle Vegan Market.

“GST” means Goods and Services Tax.

“GST Act” means A New Tax System (Goods & Services Tax) Act 1999 (Cth).

“Intellectual Property” means all copyright in all designs, plans and drawings of the Products, all Designs whether registered or unregistered, all trademarks and logos whether registered or unregistered, all patents granted and patents pending and all knowhow and information pertaining to the manufacture of the Products.

“Newcastle Vegan Market” means the bi monthly vegan market held in Newcastle for which the Stall Holder has made a Booking.

“Parties” means Vegan NSW and the Stall Holder.

“Person” means any individual, company or entity not being a Party and not being an employee of a Party.

“Price” means the fee chargeable for the Booking exclusive of GST as set out in the Schedule.

“Tax Invoice” means a tax invoice that complies with the GST Act.

“Sydney Vegan Market” means the monthly vegan market held in Sydney for which the Stall Holder has made a Booking.

“Venue” means the property at which the event will be held, including the entity(ies) that own/operate it, currently:

In respect of the Sydney Vegan Market. The Entertainment Quarter. 122 Lang Rd, Moore Park; and

In respect of the Newcastle Vegan Market. The Station, Corner of Scott and Watt Streets, Newcastle

4. Price

4.1. Vegan NSW agrees to reserve and the Stall Holder agrees to book the space at a Sydney Vegan Market or the Newcastle Vegan Market, in accordance with the details in the Booking, in any given month by the Stall Holder for the Price.

4.2. 100% the total Price is payable within 7 days of Booking, in order to secure your spot at the Sydney Vegan Market or Newcastle Vegan Market.

4.3. If this sum is not received by Vegan NSW before the due date, your Booking may be cancelled.

4.4. No refunds will be given on a Booking where the Stall Holder has cancelled less than seven (7) days before the date of the Sydney Vegan Market or Newcastle Vegan Market shown on the Booking.

4.5. Vegan NSW will render a Tax Invoice to the Stall Holder at the time of Booking. This may be automatically generated by the website and emailed to the Stall Holder at the Stall Holder's place of business. The Stall Holder must provide Vegan NSW with its ABN number at the time the Stall Holder places its Booking.

5. Setup of your stall at the Sydney Vegan Market or Newcastle Vegan Market



- 5.1. Stall locations are at the discretion of Vegan NSW and Allocated Spaces are subject to change.
- 5.2. Unless agreed upon beforehand in writing, a Stall Holder may not:
 - (a) Conduct any cross promotion activities, unless the business being cross promoted is also a Stall Holder at the same Sydney Vegan Market or Newcastle Vegan Market;
 - (b) Assign or sublet the space to any other business, company or person than that stated on the Booking Form.
- 5.3. No deliveries or set up will be permitted prior to the time advised by Vegan NSW. Set up ("Bump In") times are located in the Stall Holder Essentials.
- 5.4. Stall Holders must comply with the [SVM Stall Holder Essentials](#) and/or [NVM Stall Holder Essentials](#), specifically the Bump In/Out Policy. Any items left at the Venue outside of the times set out in the Bump In/Out policy are left at the Stall Holder's risk. If Vegan NSW incurs any costs in removing items left at the venue, those costs will be charged to the Stall Holder. Vegan NSW reserves the right to dispose of items left at the venue outside of the bump in/out times, without notice to the Stall Holder.
- 5.5. Stall Holders exhibit at their own risk. Vegan NSW accepts no liability for loss or damage caused by any means, (including but not limited to theft, fire, water or storms) to the property of the Stall Holder.
- 5.6. Stall Holders may not permit any part of their display to extend outside the boundary of the Allocated Space.
6. Booking Date
 - 6.1. Vegan NSW is unable to guarantee that Sydney Vegan Market or Newcastle Vegan Market will be held on the date of the Booking. In the event that the Venue becomes unavailable due to circumstances beyond the control of Vegan NSW, Vegan NSW will advise the Stall Holder if the Booking is affected as soon as practicable, and will offer a credit for any unused payment made by the Stall Holder to the Stall Holder to be used for an alternative Booking, which may be at an alternative Venue.
7. Obligations of Stall Holders
 - 7.1. The Stall Holder warrants that it is a 100% vegan business, and all products sold by it are vegan, meaning that the Stall Holder's business, products and services exclude, as far as is possible and practicable, all forms of exploitation of, and cruelty to, animals for food, clothing or any other purpose.
 - 7.2. The Stall Holder is responsible for compliance with the [Food Management Policy](#) and the [SVM Stall Holder Essentials/NVM Stall Holder Essentials](#).
 - 7.3. The Stall Holder must not, and must not allow any employee, volunteer, agent or representative of the Stall Holder, to:
 - (a) Cause a nuisance or create a danger or hazard at the Venue;
 - (b) Bring any dangerous substances to the Venue;
 - (c) Bring or consume any non vegan products at the Venue
 - (d) Be disrespectful to event staff and volunteers
 - (e) Place signage or advertisements on any public footpath at the Venue;
 - (f) Use any flashing or strobe lighting at the Venue;



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- (g) Use any bunting at the Venue which has not been approved by Vegan NSW;
 - (h) Conduct any charity collection which has not been approved by Vegan NSW;
- 7.4. The Stall Holder must ensure that they comply with all relevant legislation including, but not limited to:
- (a) The *Smoke Free Environment Act 2000* (NSW) and the *Smoke Free Environment Regulation 2000* (NSW);
 - (b) The *Liquor Act 2007* (NSW); and
 - (c) The Australia and New Zealand Food Standards Code (FSANZ), the *Food Act 2003* (NSW) and the *Food Regulation 2015* (NSW) and associated legislation.
- 7.5. The Stall Holder is responsible for all charges levied in respect of their compliance with relevant legislation. If a fee or charge is levied on Vegan NSW in respect of any compliance matter, including but not limited to the legislation referred to in clause 7.4 above, the Stall Holder will indemnify Vegan NSW for that fee or charge, and if Vegan NSW has paid such fee or charge, the Stall Holder must reimburse Vegan NSW within 14 days of Vegan NSW giving notice of having made that payment.
- 7.6. The Stall Holder must comply, and must ensure that any employee, agent or volunteer complies, with any reasonable direction by the Sydney Vegan Market Coordinator or Newcastle Vegan Market Coordinator
- 7.7. All Stalls must be manned at all times throughout the day of the Sydney Vegan Market and/or Newcastle Vegan Market. All staff must remain within the confines of the Allocated Space whilst engaging in any sales, marketing or promotion activities relating to participation in the Sydney Vegan Market and/or Newcastle Vegan Market.
- 7.8. Stall Holders may not tamper with the walls, floors, ceilings or any part of the Venue. Stall Holders will be held liable for any damage caused.
- 7.9. The Stall Holder must clear out and clean their Allocated Space (including removing all waste) during the time advised by Vegan NSW for set down ("Bump Out Time"). Set down ("Bump Out") times are located in the Stall Holder Essentials.
- 7.10. If any cleaning or rubbish removal is required to be performed as a result of a Stall Holder failing to properly clean and clear out their Allocated Space at the end of Bump Out Time, the Stall Holder will be responsible for the cost of such cleaning and rubbish removal.
8. Insurance
- 8.1. All Stall Holders must hold current public liability insurance for a minimum of \$20,000,000 coverage.
 - 8.2. A Policy Number showing proof of insurance must be submitted with the Booking Form.
9. Facilities at the Event
- 9.1. Contractual obligations with the operator of the Venue preclude Stall Holders from using any external audio visual and/or electrical supplier for the purpose of setting up a stall with those features.
 - 9.2. If you require any electrical or audio visual work performed to prepare your stall for the Sydney Vegan Market and/or Newcastle Vegan Market, you must inform



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Vegan NSW at time of Booking so that arrangements may be made with the authorised supplier. This will incur separate charges and must be added at the time of Booking

- 9.3. Vegan NSW makes no guarantee that audio visual or electrical installations can be installed if less than 2 weeks' notice is given of your requirements.

10. Warranties
 - 10.1. Vegan NSW makes no warranty or representation that participation in the Sydney Vegan Market and/or Newcastle Vegan Market will result in increased sales for the Stall Holder, or any particular result.

11. Limitation of Liability
 - 11.1. Subject to the express terms of this Contract and to any statute or regulations (State or Federal) which cannot be excluded contractually, the Parties expressly agree that:
 - (a) Vegan NSW does not accept any liability whatsoever in respect of any loss or damage (including injury, death, loss of profits or repudiation, economic loss and consequential loss or other damage) however caused (including Vegan NSW's negligence) which may be suffered or incurred or which may arise either directly or indirectly in respect of any use of the Products;
 - (b) all Warranties implied by any Statute that can be excluded are hereby expressly excluded.
 - 11.2. Where any Person suffers loss, damage or injury (including personal injury) as a direct or indirect result of any failure referred to in Clause 10 above then the Stall Holder hereby indemnifies Vegan NSW against any liability (including costs) of Vegan NSW to that Person.

12. Ownership of Intellectual Property
 - 12.1. Unless otherwise agreed in writing:
 - (a) Nothing in the Contract between the Parties gives the Stall Holder any interest or right to use the intellectual property of Vegan NSW, including but not limited to its trademarks and copyright in promotional materials, which the Stall Holder acknowledges is exclusively owned by Vegan NSW.
 - (b) All images and footage taken by Vegan NSW or its representatives at the Sydney Vegan Market or the Newcastle Vegan Market remains the copyright of Vegan NSW.

13. Force Majeure
 - 13.1. Vegan NSW accepts no liability for any cancellations, postponement or abandonment of the Sydney Vegan Market and/or Newcastle Vegan Market for any reason which is out of the control of Vegan NSW, including but not limited to lock out, explosion, fire, civil disturbance, accident or by reason of the relevant Venue becoming unavailable for part or all of the Sydney Vegan Market or Newcastle Vegan Market. Any loss or damage incurred by the Stall Holder due to due to such circumstances is at the Stall Holder's own risk.

14. Waiver
 - 14.1. No failure or delay by Vegan NSW in exercising any right, power or privilege under these Terms will impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any



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further exercise of the same or the exercise of any other right, power or privilege.

- 14.2. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights and remedies provided by law.
15. Agency, partnership etc
 - 15.1. These Terms will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between you and Vegan NSW other than the contractual relationship expressly provided for in these Terms.
 - 15.2. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
16. Notice
 - 16.1. Any notice required to be served (which, for abundant clarity does not include notices regarding stall allocations and cancellations) must be in writing 21 days prior to date on Notice and may be served personally or by email addressed to the recipient. A notice served by pre-paid post shall be deemed served two days after posting (whether received or not) to the recipient's registered office or place of business.
 - 16.2. A notice served by email must be addressed to the Party concerned at its email address and shall be deemed received the day after sending. An email shall be conclusive evidence of it having been sent and served.
17. Governing Law
 - 17.1. This Contract shall be governed by and construed and interpreted in accordance with the laws of the New South Wales.
 - 17.2. Any dispute will be subject to the exclusive jurisdiction of the Courts of New South Wales.
18. Interpretation
 - 18.1. Where words importing the singular number or the plural number are used they include the plural number and singular number respectively and where words are used importing the neuter, female or masculine gender they include if applicable the masculine, feminine or neuter gender respectively.
 - 18.2. Any reference to Vegan NSW or the Stall Holder includes their respective lawful successors and assigns.
 - 18.3. The reference to any statute, by-law, code of conduct or standard is a reference to any and all applicable amendments, variations or replacements thereof.
19. Disputes
 - 19.1. The Stall Holder agrees and acknowledges that Vegan NSW reserves the right to remain the sole judge of all decisions relating to any infringement of these Terms.
20. Whole Agreement
 - 20.1. The content of the documents in Clause 2.1 constitute the whole of the terms of this Contract. Except to the extent the law provides as mandatory requirement a term to be implied, no term is to be implied into this Contract.
 - 20.2. All prior representations, undertakings and statements made by either Party to the other and not expressly included in this Contract are hereby expressly excluded from this Contract and each Party expressly hereby states that it has not relied in any way on such prior representations, undertakings or statements in deciding to enter into this Contract



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21. Severance

- 21.1. If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms.



Price Schedule

	Booking Type	Month to Month - Sydney Vegan Market	Month to Month - Newcastle Vegan Market
Standard Stall Price	Food Truck (fresh food)	\$465 per Market Event	\$350 per Market Event
	Food Truck (pre-prepared food)	\$385 per Market Event	\$300 per Market Event
	Fresh Food	\$285 per Market Event	\$220 per Market Event
	Pre-Prepared/Packaged Food	\$240 per Market Event	\$190 per Market Event
	Non Food	\$195 per Market Event	\$150 per Market Event
	Not for Profit	\$70 per Market Event	\$50 per Market Event
Sponsorship Stall Price	<p>Cockatoo</p> <p>Includes:</p> <ul style="list-style-type: none"> - a prominent stall location - ongoing newsletter, social media, site map and website presence 	Additional \$200 per Market Event	Additional \$200 per Market Event
	<p>Kookaburra</p> <p>Includes:</p> <ul style="list-style-type: none"> - a prominent location OR - ongoing newsletter, social media, site map and website presence 	Additional \$100 per Market Event	Additional \$100 per Market Event
	<p>Duck (distance)</p> <p>Includes:</p> <ul style="list-style-type: none"> - ongoing newsletter, social media, site map and website presence 	\$150 per Market Event	\$150 per Market Event