

# TRADING GUIDELINES

## COVID-19 POLICY FOR STALL HOLDERS

1. Your stall has been placed at the required 1.5m distance from a neighbouring stall holder.
2. Please remind your patrons of social distancing if necessary.
3. You must have hand sanitizer at your stall for use by customers. There will also be hand sanitising stations.
4. You must regularly clean your products and stall so as to maintain high, hygiene standards.
5. At all times, you must follow recommended COVID practices.
6. It is recommended that you use a contactless payment system and discourage the use of cash.

## Types of Stalls/Workshops

The Valley Laneway Markets have a range of products from our creative Brisbane community which have been curated by our very experienced Valley Laneway Market co-ordinators. At the Valley Laneway Artisan and Design Markets on the first Saturday of every month, we feature: sustainable and local fashion, art, ceramics, skincare, plants, homewares, jewellery, accessories and also a collection of pre-loved fashion and goods. At the Valley Laneway Plants, Pantry and Providore Markets on the third Saturday of every month we feature plants, pantry and providore items. As well, you can run one of the monthly workshops or listen to our talented musicians as you soak up the vibe of our award-winning and much loved, historic laneways. Follow @mybakerylane, @winnlane and @mycalifornialane for the latest updates and posts about our markets and stallholders.

## Parking

For stallholders our location means they can access all the existing facilities of Fortitude Valley (e.g. ATMs, parking and public transport). It is recommended that stall holders' book online for the best all-day parking deals at the McWhirter's or Chinatown parking facilities.

## Stallholder Application

We are always looking for new, creative people, with quality products. The Lanes Fortitude Valley are about supporting small businesses and we aim to continue this mission.

## Workshops.

If you have a special talent or skill and would love to teach a small group of people on the Valley Laneway Market day, we would love to hear from you. Please apply on this site.

## The Application Process.

If you think you would like to be part of the Valley Laneway Artisan and Design Markets or the Valley Laneway Plants, Pantry and Providore Markets and comply with the selection criteria, we would love to hear from you. It is essential that for the selection process, to include as many images as possible including photos of branding, product lines and any links to your social media accounts. While every effort is made to include your stall in our next market, your application will be reviewed on individual merit and we will notify you with an Offer of Trade by email if successful within 14 days.

## **Stall Holder Selection Criteria**

We aim to bring together a balance of positive, like-minded stallholders who provide variety, uniqueness and quality.

To promote locally designed/produced goods/services that have relevance to our local, urban customer base and reflect our urban operating environment.

To provide diversity to customers and not an over-concentration of particular products/services. (Waiting lists may apply for an oversupply of certain products).

Products must not represent franchise businesses, provide a dumping ground for mass-produced/sale/old stock or promote external business interests (Excluding current retailers in The Lanes Fortitude Valley).

To complement and expand existing business interest in The Lanes Fortitude Valley and in Fortitude Valley.

No stallholder will have exclusivity to their product, and where applicable, efforts will be made to vary the types of products sold in each Laneway or Brunswick Street Mall.

Stall holders preparing pantry and providore items for the Valley Laneway Plant, Pantry and Providore Markets must prepare items according to Queensland Health Guidelines and have their own product liability insurance (compulsory) and public liability insurance (which can be purchased.)

These criteria are not comprehensive and other discretionary factors may play a part in the selection of stallholders. Failure to adhere to our guiding principles may jeopardise your application, and will be enforced on market days.

The Valley Laneway Market's Management reserves all rights as to who operates at the markets and what they sell, and promises to exercise all actions with due diligence and respect. Our philosophy is to support the community through the arts and culture, providing a unique, creative environment. Stall holders must only sell the range/product that has been detailed and approved in their application form, of significant quality, and compliant with Australian Competition and Consumer Commission (ACCC guidelines) regarding standards, labelling and safety. Please refer to these Guidelines. Individual results of Market Day may vary.

The Valley Laneway Markets does its best to promote and advertise to get the best results for all involved. We have we have over 10 thousand followers through our various social media accounts, as well as our affiliated social media outlets, including My Valley Brisbane, that promote these markets and which is included in the stall holder's fee.

## **What is our Stall Holder Fee Structure?**

Bakery, Winn and California Lanes

1.8m x 1.0m (including Table) - \$50 1.8m x 1.0m (without Table) - \$40

Brunswick Street Mall

2.4m x 2.4m (Includes Marquee, No Table) - \$60

Rack Sale (BYO Rack) - \$25

**Payment.**

Final payment **must be** received by due date, on the Invoice, for you to be allowed to trade. If payment is not received by the due date; your stallholder position will be cancelled.

**Withdrawal/Cancellation Policy**

- If you are unable to attend any given market or if you wish to withdraw from trade, written notification to the VLM Manager is required a week prior to the trade. If you fail to do so, you will forfeit your fee.
- If you book, pay and cancel in the final week before the markets, you will forfeit your fee.
- This notification is required as we do not want gaps in our market place and our regular retailers deserve respect and continuity of retail partners.

**Weather Policy**

Stallholders and workshop holders will be notified the morning of the market (no later than 7 a.m. if the Valley Laneway Markets will be cancelled). They should follow the Valley Laneway Markets social media for any announcements. A refund will not be given if the cancellation is a result of any reason outside the Valley Laneway Markets control e.g. weather conditions, emergency etc.

**Stallholder Information and Regulations**

- On arrival, stallholders will be greeted by one of our market staff and you will be guided to your stall position, as stated in the email by our Valley Laneway Market Co-ordinators.
- Stallholders must be ready to trade at the commencement time of the markets.
- Product and display items are to be carried/trolleyed in and out of the venue.
- Due to parking and loading constraints, you will be notified as to where you can load and unload prior to market day. Stallholders are advised to take advantage of booking parking online prior to the day.
- You are responsible for the supply of tables, racks and merchandising tools to sufficiently display and uphold the Valley Laneway Market standards. If you require a table, an additional fee of \$10 will be levied. This needs to be indicated in your application.
- Your stall is to be neatly presented. All tables within your space are to have floor-length table cloths to conceal any boxes/packaging required for your stall set up.
- Any merchandise that you wish to hang from your stall/marquee including signage, racks, banners or product etc. must be secure.
- (Prior to its inclusion in your stall space, lightweight signage, banners, bunting etc. will be allowed, provided they meet our merchandising standards during the application process).
- It is your responsibility that your tables, racks and all merchandising tools are secure and in good working order.
- If you are using a tent, you need to supply your own sandbags or equivalent weights to 10kg capacity (minimum 2, recommended 4). It is your responsibility to ensure that your marquee is secure.
- All merchandising equipment, including racks, tables, signage, floor coverings etc. must be located within retail space boundaries as outlined in your application/map.
- All walkways and thoroughfares must be kept clear at all times and retailers must co-operate with the organisers in ensuring this is maintained.
- Please greet and interact with all your customers in a professional and cheerful manner. Stallholders should not be on their mobile phone the entire time but be ready to speak to their customers.
- Absolutely no consumption of alcohol or smoking within the Lanes whilst at your stall.
- Language or violent behaviour will not be tolerated.

- You must not, by act or omission, damage the Laneways. You will be held liable for damage.
- Stallholders must stay the duration of the markets and not leave their area early.
- Stallholders must clean their own space and leave it as it was found. A cleaning fee will be charged if the site is left with rubbish. All rubbish/belongings must be removed at the end and taken with you at the conclusion of the markets.
- No item considered by our Valley Laneway Markets Management to be dangerous, flammable, volatile, explosive, toxic, offensive, immoral or inconsistent with the purpose of the event will be permitted in the Lanes.
- Stallholders are responsible for the security of their own merchandise. Failure to comply with the above terms and conditions may result in the cancellation of any booking approvals for the Valley Laneway Markets.
- If there is a dispute with a stallholder, the Valley Laneway Markets Management will take action immediately and the stallholder will be asked to permanently leave the Valley Laneway Markets. This is at the discretion of the Valley Laneway Markets Management.

#### **First Aid.**

A first aid kit is kept at the markets. Please contact the Valley Laneway Markets coordinators of any incident.

#### **Social Media for Stall Holders and Workshops.**

- Each stall and workshop holder will be required to make at least once social media post about their attendance at the Valley Laneway Markets.
- If you have shared the Valley Laneway Market on your social media, we will post on our social media to promote your business in exchange (we are all about cross promotion). Please make sure to tag the Valley Laneway Markets.
- By submitting your application, you allow us to use your social media to promote your business and our markets. If you don't want this to occur, please specify.

#### **Public Liability and Insurance.**

The Valley Laneway Markets Pty. Ltd. has public liability insurance. Stallholders and workshop holders must have public liability insurance of \$10 000 000. Their stallholder name must be specified.

If you don't have insurance you can purchase insurance for the Valley Laneway Markets Pty Ltd

### **STALLS LOCATED IN THE BRUNSWICK STREET MALL – Additional Regulations**

By submitting this application for the Valley Laneway Markets (stall in the Brunswick Street Mall) you agree to be bound by all conditions by B.C.C. for use as outlined in this document. It is advisable to read the conditions of use before market day. These **additional conditions** must be adhered to in accordance to B.C.C. guidelines. Please also read the Valley Lane Laneway Market Guidelines before market day as these conditions apply also.

# Valley Malls Event Guidelines and Conditions

## Conditions of use

### **1. Parking for Brunswick Mall Stallholders**

Stallholders positioned in the Brunswick Street Mall may access the Mall via the overhead bridge connecting the McWhirter's carpark to McWhirter's and utilise the lift. They may wish to use this facility for pack up and pack down. Market workers will also be available to assist stallholders if required. At no time will vehicles be allowed to drive into the Brunswick Mall for unloading or packing up.

### **2. Purpose of Event**

The stallholder may use the stall for the purpose stated on the event confirmation. The stallholder may not use any other area or use the space for any other purpose as stated in the Valley Laneway Market application. The stallholder may not assign this agreement or rehire the space and must ensure that any other person using the venue is adequately supervised by the stallholder.

### **Limits on Use**

Unless approved in writing by City Malls Management the stall holder will ensure that:

1. a) no animals are brought into the Brunswick Street Mall or Chinatown Mall;
2. b) no damage is caused to the venue, other things, people, wildlife or plants in Brunswick Street Mall or Chinatown Mall;
3. c) no open fires are lit in Brunswick Street Mall or Chinatown Mall;
4. d) unless City Malls Management consent is first obtained, no fixture, fitting or furnishing is altered, moved, attached to or removed from Brunswick Street Mall or Chinatown Mall;
5. e) the venue is not used for any collection, or to conduct any betting or other game, sweepstake, lottery or organised sport;
6. f) no riotous, disorderly, drunken or improper conduct occurs in relation to the hire;
7. g) nothing occurs in relation to the hire that might injure the reputation of Brunswick Street Mall or Chinatown Mall and Brisbane City Council; and
8. h) the venue is not used for the primary or incidental purpose of supporting or encouraging any political party, activism, movement or message unless City Malls Management written consent is first obtained.

### **3. Covid Safe Event**

Please refer to our COVID Safe Event Plan as outlined in application process for the Valley Laneway Markets.

#### **4. Set-up and dismantle access**

The stall holder may only access the venue between the agreed set-up and dismantle times as determined by the Valley Laneway Markets.

#### **5. Distribution of Promotional Material**

Distribution of flyers, balloons or similar promotional material can only occur in the immediate area of the event (within 10 metres), and this may only occur while the event is in operation.

City Malls Management reserves the right to refuse the distribution of pamphlets and or other marketing/promotional collateral material.

##### **a) Adhesive stickers**

The stallholder acknowledges that the giveaway, sale or distribution of adhesive stickers is not permitted in the Brunswick Street or Chinatown Mall.

##### **b) Helium Balloons**

Mass helium balloons releases are not permitted. The stallholder acknowledges that helium balloons are only permitted, if they are tied off with ribbon or string, but not sticks. Gas cylinders must be restrained at all times.

#### **6. Fund Raising and Donations**

Fund raising or the solicitation of donations in the Mall is not permitted without prior written approval from City Malls Management.

#### **7. Signage**

All event signage is to be professionally produced and is to be in good condition and as per Valley Laneway Markets guidelines.

Stickers must not be placed on any object or surface in the Mall. Signage must be relevant to the event being held.

#### **8. Displays and structures**

Any item on exhibit must not be left unsupervised.

Any scaffolding, tent, marquee, staging or similar temporary structure erected during the event period must be:

1. a) erected to the standard and satisfaction of any City Malls Management or Laneway representative;
2. b) erected and secured in accordance with the manufacturers/structural specifications to ensure they are structurally sound and can withstand likely wind in the locality and any likely live loadings;
3. c) erected in accordance with relevant standards where required;

4. d) free standing and not attached to any other structure in the Mall;
5. e) erected and removed at the times required by any City Malls Management representative;
6. f) in the case of scaffolding, erected by a licensed contractor;
7. g) managed by authorised staff at all times that public may have access inside the structure;
8. h) constructed in a manner that allows entry/exit points to afford a ready means of egress from all parts of temporary structures, and must provide a minimum unobstructed height of 2 metres;
9. i) during the installation, the work area must be defined by fencing, barricading, witches' hats, ropes and stanchions or other means, as is appropriate for the nature of the works;
10. j) relevant construction zone signage must be utilised during installation to redirect the public;
11. k) maintained in a clean and tidy manner at all times, all waste and general rubbish is to be cleared on a regular basis at your expense.

### **9. Meal breaks**

Meal breaks taken by your event staff or performers are not be taken on the stage or in the performance area. Consumption of food or drink (other than bottled water) on stage is not permitted.

### **10. Smoking**

From 1 September 2016, smoking is banned in outdoor pedestrian malls in Queensland under the Queensland Government's *Tobacco and Other Smoking Products Act 1998*. The smoking ban includes the use of all smoking products, including regular cigarettes and electronic cigarettes.

Contractors or stallholders smoking in the event area is not permitted.

### **11. Offensive material**

No nudity or offensive clothing or costumes that in the opinion of a City Malls Management representative, a Brisbane City Council representative or Queensland Police Service representative is offensive, will be permitted during or otherwise in connection with your event.

### **12. Event Cleaning**

The event area is to remain clear at all times of cardboard boxes, instrument cases, unused display materials, refreshments and baggage.

All facilities, stage and dressing room included, must be kept clean and tidy as directed by any City Malls Management representative. All rubbish is to be removed from the venue by you immediately after your event (during bump-out). You may be charged for cleaning if additional cleaning is required.

### **13. Storage**

Please note that City Malls Management does not have any storage facilities available for your use, and will not accept deliveries on your behalf prior to the event. All items must be removed on the day of the event. Any items remaining may be disposed of at your cost.

#### **14. Emergency access.**

You must not in any way cause hindrance to or block emergency vehicle access. The emergency vehicle access runs centrally through both Malls.

#### **14a. Hazardous goods or items**

No item considered by a City Malls Management representative to be dangerous, flammable, volatile, explosive, toxic, noisome, offensive, immoral or inconsistent with the purpose of the event will be permitted in the Mall.

Hazardous substances include (but are not limited to):

- Paints;
- Cleaning chemicals;
- Degreasers;
- Detergents;
- Gas cylinders;
- Refrigerant gases;
- Pesticides;
- Herbicides;
- Diesel fuel;
- Petrol;
- Liquified petroleum gas (LPG).

A Material Safety Data Sheet (MSDS) must be kept with hazardous substances at all times and a copy provided to City Malls Management prior to the event. A MSDS is an information sheet provided by the supplier of the substance referring to specific safety requirements of the substance (including storage, first aid and transportation).

#### **15. Rigging**

If objects or persons are to be suspended, a licensed rigger must be used. Engineering approval will be required prior to any work occurring.

#### **16. Electrical**

Electrical equipment used for the hire must comply with the *Electrical Safety Act 2002*, *Electrical Safety Regulation 2003* and all associated Codes of Practice and Australian Standards

Without limiting this obligation, the following restrictions apply:



- All power leads must be covered or flown in the air at not less than 4.5 metres clearance.
- Household double adapters may not be used.

All equipment must be tested and tagged in accordance with the appropriate requirements and documented evidence of this is to be made available to City Malls Management when required. Even if tagged, electrical equipment must pass a visual safety inspection. City Malls Management may at any time require all equipment to be tested and tagged by an independent qualified electrical officer at the cost of the hirer.

City Malls Management nor Brisbane City Council will be liable for any losses or additional expenses incurred by or in connection with the loss of electrical supply as a result of your event.

### **17. First Aid**

A first aid kit to be kept at the event site. Please contact The Valley Laneway Markets coordinators of any incident and the Valley Laneway Market co-ordinators will provide copies of any incident details and reports to City Malls Management promptly after the event.

### **18. Toilet facilities**

Public toilets are available in the Brunswick Street Mall and in the Laneways.

### **19. Public Liability Insurance and Workers**

The Valley Laneway Markets Pty. Ltd. has public liability insurance. Stallholders and workshop holders must have public liability insurance of \$10 000 000. Their stall holder name must be specified. Vintage clothes sellers will operate under the Valley Laneway Markets public liability insurance. If you don't have insurance you must purchase some. If you do require insurance please contact the Valley Laneway Markets.

### **20. Cancellation, Damages and Indemnity**

When agreeing to the Conditions of Use, you accept that:

a) any activity may be cancelled, at any time, if in the opinion of a City Malls Management representative:

- i) you misrepresent the purpose, or content of the event;
- ii) the facilities are unfit for use;
- iii) the facilities will be damaged by your event;
- iv) the use of the facilities would pose an unacceptable risk of disease or injury to any person;
- iv) you fail to fulfil your obligations to or provide any documents or information required by City Malls Management.

- b) City Malls Management reserves the right to notify you of any cancellation, either verbally or in writing.
- c) City Malls Management reserves the right to relocate, re-schedule or cancel an activity or performance without notice.
- d) Neither City Malls Management nor Brisbane City Council will be liable for any losses or additional expenses incurred by or in connection with the relocation, rescheduling or cancellation of your event.
- e) Neither City Malls Management nor Brisbane City Council will be liable for any damage or loss of any sort, including but not limited to damage to or loss of goods or property, personal injury and death, howsoever caused, during or in any way connected with your event, unless directly caused by the negligence of City Malls Management, Brisbane City Council, their respective servants or agents.

***21. Damage to facilities***

You must not, by act or omission, damage the Mall. Place anything in, on or forming part of it. You will be held liable for damage.

Thank you for your contribution to the Valley Laneway Markets and for your compliance with the Traders Guidelines.

**Valley Laneway Markets Team**

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