

Bowral Public School Market Guidelines

Second Saturday Monthly - 8 a.m. to 1 p.m.

The Bowral Public School Market (BPSM) is committed to providing an attractive venue for responsible vendors of quality foods and goods in an atmosphere of transparency, cooperation, and mutual respect.

The BPSM is an outdoor market that operates in all weathers, the only exception being cancellation because of an extreme weather warning.

Stall fees are non-refundable and non-transferable.

We do not provide gazebos, tables or chairs.

In accordance with NSW Department of Education and Communities (DEC) regulations the BPSM is a non-smoking zone.

Bookings and Payment

- Stallholder must have prepaid for the next market and following market: i.e., payment is always two markets in advance. Fees are non refundable. A \$20 late fee will be added to invoices not paid in a timely manner.
- Stall Fees and the method of payment are outlined on the application. Stall Fees are not refundable. The BPSM is an all weather market and no credits or refunds are issued in the case of inclement weather.
- Power is available on a very limited basis at a cost of \$20.00 per market, per power outlet.

Market Day

- Set up is from 6 a.m. to be ready for business by 7:30 a.m. Operating hours are 8 a.m. to 1 p.m.
- Stall pull down is from 1 p.m. to 2 p.m.
- Late-arriving vendors must report to the Organiser as their regular location may have been taken.
- In consideration of others, stallholders are asked to unload and remove their vehicles in a timely manner. Areas designated as No Vehicle access must not be driven on at any time.
- Stalls must be contained within the assigned space and not encroach on other vendors' assigned space.
- Stalls must be in keeping with pertinent regulations and BPSM presentation standards as designated by the Organiser.
- **Licenses, permits and/or certificates required for operation must be available on market days.**

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- Vendors are responsible for securing/protecting stalls against the elements.
- Children accompanying vendors must be supervised at all times.
- Toilets may not be used for food preparation, disposing of cooking oil/food waste, or any other irregular uses.
- Vendors are responsible for the cleanliness of their stall area, and are required to leave their space clean and to remove all their refuse from the school grounds.

Disposing of stall rubbish in on-site bins or skips is strictly prohibited.

General Regulations, Terms & Conditions

- Vendors are expected to treat other stallholders and customers with courtesy and respect.
- Site allocation is at the sole discretion of the Organiser. Every effort will be made for regular Vendors to occupy the same space, though the market organiser has the authority to move and reassign stall space to enhance or facilitate the market operations. No stallholder is guaranteed a site or the same site for each market.
- In accordance with Department of Fair Trading regulations the BPSM cannot offer exclusivity for any product(s); however, the BPSM Organiser will endeavour to prevent an excess of duplicate products.
- The BPSM organiser retains the right to decline approval and/or refuse entry to any Vendor, product and/or service to the BPSM. The Organiser reserves the right to reject any applications or rescind a prior approval and not to enter into correspondence or otherwise explain the reasons for its decisions.
- The Organiser reserves the right to approve a limited selection of the goods And services described in the Stallholder's Application, or to revoke consent, or otherwise alter the range of goods or services requested, or to subsequently restrict or rescind goods and services previously approved. The Organiser may cancel a Stallholder's approval to operate if the merchandise offered for sale is substantially differs from those approved. To vary their approved product(s) a Stallholder must submit a new application accurately describing the proposed new product/s. The organiser will review the new application and advise the Stallholder of the decision.
- Stallholders must ensure that all structures erected at BPSM are secured against strong winds, and that any equipment is positioned and operated in a safe manner. All stall equipment including racks, tables, signage; etc. must be located within stall site boundaries. Public access paths and areas must be kept clear and designated pedestrian corridors kept free from obstructions.

- By accepting an offer of stall space at the BPSM the stallholder acknowledges that they understand and agree to comply with these Guidelines. These Terms and Conditions apply to all Stallholders who are approved to trade at the BPSM.

It is a condition of such approval that the Stallholder accepts and complies with these Regulations/Terms and Conditions (T&C). By submitting an Application, the Stallholder acknowledges and accepts that the BPSM Organiser may alter any rule or term of these T&C, or make additional rules and terms, from time to time, by notifying stallholders. Any correspondence sent from the Organiser to the Stallholder with respect to the amended T&C, after the date of such notice is deemed acceptance of the new T&C.

The DEC and/or BPSM organiser is not liable for any injury, theft, or damage to either the buyer or vendor, or their property, arising out of or pertaining to preparation for or participation in the BPSM whether such injury, theft or damage occurred prior, during, or after the BPSM. Vendors further agree to indemnify and hold BPSM and the organiser harmless for and against any claims for such injury, theft or damage.

- Enquiries or comments should only be directed to the BPSM Organiser.

Thank you for your interest in the Bowral Public School Market.