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## Stallholder Agreement / Terms and Conditions Rules & Regulations

The Market Managing body of AMA Markets listed under ABN 72 950 170 794 has set out in this document its essential Terms & Conditions for operation, which are agreed to upon purchase of a stall space at any market organised by this business. This applies to stallholders, traders, contractors and entertainers.

Upon purchasing a space at any AMA run market, the vendor agrees to comply with these conditions (which may be amended and updated periodically).

1. Information provided on the booking form for a space at TwiLit Markets Helensvale must be accurate and contain relevant and up to date information. Any false information supplied resulting in inability to contact said vendor, or vendor turning up to a market with goods not stipulated on the booking form will be refused acceptance.
2. Unless advised or contacted by a TwiLit Markets team member, this booking form and ticket are your guaranteed space at the TwiLit to which you have applied. AMA will contact vendors if there is an accidental doubling up of vendor types, an incorrect or incomplete booking has occurred, or if there are to be changes made to your original booking. AMA Markets can be contacted at any time on 1300 385 838 or [markets@northlakesbynight.com.au](mailto:markets@northlakesbynight.com.au)

### Stall Fees:

3. Stalls fees for each market are based on size, location and expected attendance rate of this market. These are stipulated clearly through the booking portal.
4. Fees are based on a standard 3x3m space. Space upgrades, Power and Public Liability insurance are optional extras that if required, must be purchased at the same time as booking this standard space. Vendors must book into the category that best suits their major offering. If the desired category is sold out, booking into a miscellaneous category will result in a booking cancellation if there is something in your offering that requires a specific category (i.e. Candles & Melts will not be permitted to be sold outside of this category).

**Membership bookings:**

5. Bookings made using a TwiLit Markets membership will be charged via invoice at the beginning of each month with payment due on the 15<sup>th</sup> of the month. If payments are not made by this time, your unpaid booking will be cancelled and your space will be given to the next vendor in line in your category. Failure to make payment, show up to a market or cancellation after 7 days prior to the market without just reason will result in termination of membership privileges.

**Stalls:**

6. The location of stalls is at the absolute discretion of TwiLit Markets. Courtesy and consideration will be given to vendors requiring access to shade, facilities and special services. Please mention any special requirements in your booking form in the product description.
7. Vendors are to provide everything required for their own set up. Gazebos are not compulsory but are recommended to protect your stall space from any elements. All gazebos must be weighted down no matter the conditions. NO PEGS are allowed to be used. Floor length table coverings are required to hide any boxes or equipment being stored underneath the tables. Presentation of stalls must be at the highest of standards.

**Bump in times and Set ups:**

8. Bump in times for stallholders will generally be 2-3 hours prior to the start time of any market. All Bump in details are included in the confirmation email of your purchased ticket space.
9. Once bumped in, vendors are not permitted to pack down or leave until the close of the market. Any issues with this can be discussed with the Market Manager on the day.
10. Vehicle access to a stall space is limited to bump in times and bump out times unless your vehicle is required for the operation of your stall (i.e. food truck/vendor).
11. Set up will be assisted by a TwiLit Markets representative wearing a high vis vest and they will direct you to your allocated space. Please approach this person if you need assistance.
12. Vehicles driving on site must stick to a 5km/ph speed and use hazard lights.

**Electricity:**

13. Access to electricity is provided to vendors who purchased that as an extra at the time of booking. No power boards are permitted. All vendors requiring power are asked to bring with them a 25m cable to connect. This cable must be tagged and tested for safety. Any generators being used must be also tagged and tested for safety. Fees for power usage will be disclosed at the time of connecting.

**Rubbish Removal:**

14. Vendor are responsible for the removal of their own rubbish. DUMPING IS NOT PERMITTED – fines apply.

**Public Liability Insurance:**

15. All vendors must have Public Liability Insurance, minimum \$10 million. A copy can be sent though to the admin team to keep on file. Please send to [info@amaconnect.com.au](mailto:info@amaconnect.com.au) Alternatively, please have this certificate ready for inspection at the market. If you do not have your own Public Liability you can piggy back off TwiLit Markets Public Liability as an option extra when booking. This will cost \$20.

**Workplace Health and Safety:**

16. All vendors are required to adhere to safe work practices and consider Workplace Health and Safety so far as it relates to the running, setting up and packing down your stall space. If you are unable to set up or pack down your stall space safely please reach out to the Market team to assist you or bring someone with you who can help.

Workplace Health and Safety also pertains to the use of electricity, lighting and equipment used to run your stall. If you are unsure of these standards, please visit Safe Work Australia for more details.

**Not Permitted:**

17. Stallholders are not permitted to have the following at their stall:
- Counterfeit products of any kind
  - More than 1L of approved flammable liquid
  - More than one cylinder of 25L of LP gas in use with one spare.
  - No animals are permitted at the market without permission of TwiLit Markets
  - Products not listed at the time of booking
  - Alcohol
  - Loud music
  - Illegal or illegally trademarked goods
18. Access to any TwiLit Markets Market can be refused (or a vendor can be asked to leave a market) by the Market Manager or assistants at any time when they owe money, are in breach of these Terms and Conditions, are displaying harmful or aggressive behaviours towards others and if there is just cause. TwiLit Markets reserves the right to terminate a vendor's participations at any time, before, after or during a market.

**Food Stalls:**

19. Vendors selling anything edible must comply with the QLD Food Authority guidelines, the National Code for Food Vending Vehicles and Temporary Food Premises and the requirements of the 2003 Food Act, Food Registration 2001, and will meet the requirements of the City of Brisbane Health and Building Department. All food stalls must meet the food regulations 2004 and Food Standards Code and any local Council Codes.
20. Local council food forms are provided in the booking confirmation. It is the food vendors responsibility to fill this form out and apply with the local council to be a temporary food stall. TwiLit Markets takes no responsibility for a food vendor who does not pass an inspection and you will be asked to cease trade immediately if an inspection is failed.
21. Food stalls must have adequate signage about products and potential allergens within their products. All staff must be properly attired with food safety gear (i.e. gloves, hats or hair nets, aprons etc). Hand hygiene must be practiced to the highest standard especially if dealing with cash.

**Marketing:**

22. TwiLit Markets has a Marketing strategy. Strategies will vary depending on the effectiveness of it on a week to week basis. To ensure a successful event for all parties involved, Stallholders must take some responsibility in Marketing their attendance with TwiLit Markets, through your social networks. Marketing material can be found on our Facebook page and events.

**Weather Policy:**

23. If it is decided to cancel a market due to weather, vendors will be advised by text message and by post on our Facebook group pages. Fees will be moved to another suitable date. It is at the discretion of the TwiLit Markets team as to the severity of the weather. Light intermittent rain will most likely not change the market, however torrential rain or severe weather conditions will be decided on the day of the market. Inclement weather is NO excuse for nonattendance. Stalls fees will not be credited or refunded if a market goes ahead but a vendor chooses not to attend.
24. All vendors must be adequately prepared for all weather conditions. Gazebos must be weighted at all times with a minimum of 20kg weights, non-food vendors are permitted to attach sides to gazebo coverings if needed, and personal protective equipment for your own person is recommended (i.e. sunscreen, wet weather jacket, enclosed shoes etc).

**Cancellations:**

25. Any cancellation for any reason within 7 days of bump in time will incur a 100% cancellation fee. Fees may be credited to another event if applicable.
26. If a market is cancelled for any reason, vendors bookings will be moved to the next available date or the option of a credit will be given to use within 12 months on a stall space at another market or event.

Issues can be directed towards the market team at [markets@northlakesbynight.com.au](mailto:markets@northlakesbynight.com.au)

**Disclaimer:**

27. TwiLit Markets are not liable or responsible for any of the following circumstances:
  - For any lost, stolen or damages goods before, during or after TwiLit Markets market.
  - For any accidents or injuries to any vendors or customers or products incurred from borrowing TwiLit Markets equipment.
  - For any accidents or injuries to any vendors or customers or products incurred by third party contractors.
  - For any accidents or injuries to any vendors or customers from products they buy, touch, trial or interact with whilst at TwiLit Markets
  - Individual 3<sup>rd</sup> Part liability insurance.
  - Operating your business and adhering to QLD Laws, including, Trade Licenses, Insurances and Permits.
  - Offending any visitor at one of our markets due to inappropriate behaviour.
  - For any vendor or employees, or third party consultants representing vendor companies.
  - For the actions of any food vendor of any type that may cause sickness or injuries as a result of food vendors actions, errors or omissions.
  - Should a vendor or customer bring legal action for situations happening that are covered under this disclaimer, the vendor will pay for all legal fees and costs, including those of the events organiser.
  - TwiLit Markets reserves the right to not refund any fees paid by Vendors for future bookings.
  - TwiLit Markets is not responsible for sales, or lack of sales by the vendor.



## **DAY MARKETS!**

- ☀️ Bring Sunscreen and a Hat
- 🦟 Bring Flyspray and aeroguard
- 💧 Keep hydrated
- ☂️ Ensure you are under a Gazebo for shade

## **TWILIGHT MARKETS!**

- 🦟 Bring aeroguard and Flyspray - mozzies are out there!
- 💧 Keep hydrated
- 💡 Bring lights to illuminate your products. We find rechargeable battery operated the best! These can be purchased from Bunnings!

## **GENERAL TIPS!**

- 🕒 Only arrive during your bump in times - we don't want you to have to wait to bump in
- 💰 Price your products - some customers won't ask for prices
- 📢 Announce your attendance to your networks on your social media outlets
- 📦 Offer customers to collect orders from a Market you are attending. They will be able to see all your products
- 📱 Try to stay off your phone as much as possible - interact with your customers
- ❌ Don't Spruik or try to get attention from customers that are at a stall next to you
- ❓ If you have any questions - ask our team who will be more than happy to help
- 🗑️ Take your rubbish with you
- 🪑 Bring a chair - we all need a rest sometimes
- ➡️ If you smoke please move away from your stall and the Market area
- 💰 Bring change - smaller notes and coins
- 💳 If possible offer Eftpos - not all customers carry cash
- 😊 Smile - it's your businesses biggest asset
- ✅ Cover your tables with a tablecloth. Keep your products underneath
- 🍷 Bring some snacks - you may not get a chance to grab some food



# TWILIT MARKETS

**EVERY FRIDAY, SATURDAY & SUNDAY NIGHT 5PM – 9PM (4PM-8PM MONTHLY SUNDAYS)**

## Twilight Markets Helensvale

Twilight Markets are a fun, family friendly night market showcasing the best that your local community has to offer!

Taking place every weekend on Friday, Saturday and Sunday evenings the Twilight Markets have a variety of food vendors, retail vendors and amusements for the whole family to enjoy! With LIVE music from our DJ and entertainment on the main stage, it's the perfect place to come and grab a bite to eat and enjoy your community!

Located where the Night Quarter used to be at Helensvale Westfield, we are excited to bring this market to the Gold Coast in November 2021 and get it pumping!

Location: Helensvale Westfield

Address: Entry Via Gold Coast Highway, Helensvale QLD

Frequency: Every Friday, Saturday and Sunday Night – Weather permitting.

Surface: Gravel/asphalt

Capacity: 200 spaces

Time: 5pm-10pm Friday & Saturday + 4pm-8pm on Sundays once monthly

Contact us for further information on 1300 949 253!

## Bookings Required

Casual and Permanent bookings available

\$50 Retail 3x3  
\$70-\$150 for Food

Market Stalls, food trucks and amusements

EVERY Friday & Saturday + monthly Sundays

Power Available

## MARKET FACT SHEET

### TWILIT MARKETS

1300 949 253

markets@northlakesbynight.com.au



## FAQs

### TwILIT Helensvale

Thank you for your interest in TwiLIT. We are very excited for this prime location at every weekend.

TwiLIT will showcase talented vendors including food, retail and entertainment. Set in a prime position at Helensvale Westfield, this Market will be a weekly attraction and a gathering point for friends and family to meet and enjoy the ambience that TwiLIT has to offer!

We are seeking all vendor types for both permanent and casual – Permanent vendors will be required to commit to trade for a minimum of 3 months on 1 or 2 nights. Casual vendors will be able to attend on chosen date/s should your category be available.

CASUAL BOOKINGS: <https://www.trybooking.com/BSBVM>

PERMANENT & MEMBERSHIP Bond Bookings: <https://www.trybooking.com/BSEYV>

Need to know more? Below are a few Q&As that may help! If this has not answered your inquiry please contact us [info@amaconnect.com.au](mailto:info@amaconnect.com.au) or 1300 385 838

**Frequency** - EVERY Friday & Saturday 5pm-9pm and monthly Sundays 4pm-8pm NIGHTS!

**Costs:** Vendors fees start at \$50 for 3x3m space and go up depending on space required, power required and vendor type (i.e. food or retail).

**Do I have to be a permanent or can I attend when I like?**

There are permanent options available for 1 night, 2 nights or all 3 nights. A permanent space will require a 3 month commitment and a bond payment which is the equivalent of 4 x the nightly rate x the number of nights you wish to be a permanent vendor. This bond is refundable but you are required to give a full 4 weeks notice if you no longer want to be a permanent vendor. There is no obligation to be a permanent vendor. You can book as a casual every week and simply book via the casual portal at your own convenience, or there are membership options that allow booking flexibility, payment via invoice rather than through the booking portal and the ability to plan a little further in advance to secure a space at the market. Please see booking links for more information on each arrangement.

**EXCLUSIVITY:** This must be discussed with Management, no vendor will be given exclusivity to a certain product or service unless agreed upon by Management. Eg All food vendors will be able to sell chips as they are classed as a side, not the main product.

**LIMITS:** Limits will be applied to categories to ensure fairness to vendors. For example there may only be 1 in a category on a certain day, however as the size of the market increases, so will the categories. Permanent vendors will get the first available space for their category and then casual vendors will be addressed on a first booked basis for competitive categories. We do not play favourites with vendors and follow a first booked rule to avoid this.

**Can I have the same stall position:** Permanents, yes of course! We find that many return customers come to 'find' you at a Market. Casuals will be 'bumped in' on arrival. We do this as the size of vendors may vary per Market - We do not 'allocate' vendor spaces prior to the Market as we do not want unfilled spaces in between stallholders or stallholders not feel 'included' in the Market space.

**On site storage:** If you book for consecutive nights at the TwiLit Market and are a permanent vendor in a permanent structure (Container, Trailer, Chalet or Shed) then you are more than welcome to leave your belongings securely stored in your structure on site. Casual vendors who are using a gazebo set up are required to pack down each night as we will not be able to guarantee the security of your items if they are not locked away, however there will be the option if you have booked consecutive nights to store your items in an onsite container for \$20 for ¼ of a container. This container would then be locked at the end of the night and then opened for you to retrieve your belongings the next day.

**Equipment Hire:** Vendors are required to bring everything they need for their own set up including gazebos and tables. Permanent vendors have the option of supplying a structure (Container, trailer, or chalet/shed) on their space as they wish but this will have to be organised by the vendor.

**Can I Decorate my stall?**

Yes please do, anytime your stall looks amazing our market looks amazing.... It's a common goal!

**Can I play music in my stall?**

Yes! Please feel free to vibe up as much as you feel works for you. People come back for the fun!

**Can I share my stall with my friend?**

As long as you make sure you have cleared the additional items with the bookings team and you understand that our promotions will only be for the stall name that booked, then we are all about the more the merrier.

**Do I need weights?**

Yes. All gazebos should be weighted with no less than 20kg at any given time.

**Do I need a gazebo?**

No – but it is highly recommended to protect not only you but your stock through all seasons.

**Is there power available?**

Yes. Power is available at the time of booking at an additional charge. Costs for power are calculated based on average usage.

**Are there toilet facilities?**

Yes. There are toilet facilities available.

**Are pets allowed in my site?**

Yes. Pets are welcome. We simply ask that they are securely leashed.

**Is there Water onsite?**

Yes. Water is available for stallholder use should you need it.

**Can my children hang out in my stall?**

No. Just as you wouldn't bring your kids with you to work, your kids are not covered under our insurance and therefore can not be sitting in and at your stall during the market.

**Am I required to have a COVID Safety Plan?**

All small businesses are required to have a COVID Safety plan in place. North Lakes by Night has a functioning Covid Safety policy and plan in place with QR codes and procedures, but it is always recommended that especially food vendors have all the necessary documentation to be COVID Safe.

**Can I do a raffle or fundraising at the market?**

Yes you can.

**Can I spruik my wares at the market?**

Absolutely. We are pro anything that will bring people to you and help you make sales. If this is your approach simply add where you are and when you'll be back to your dialogue!

**Can I have some leaflets to hand out?**

Absolutely! Anything you can do to help bring people into the market is much appreciated and flyers can be sent to you as needed.

**What if I need to change my booking?**

Please contact us at [markets@northlakesbynight.com.au](mailto:markets@northlakesbynight.com.au) with appropriate notice and we will happily move your booking for you.

**Can I Park behind my Stall?**

No. All vehicles that are not stalls (i.e. food trailers) are required to be parked elsewhere. Please refer to the parking information you receive when booking.

**Is there and ATM Onsite?**

Where possible we will supply cash out facilities but this will depend on market numbers and whether or not it is viable to pay for an ATM on site.

**What if some gets hurt? First Aid?**

All markets will have a First Aid trained staff member. If you are in need of First Aid please head to the on site office and see the market manager for assistance.

**Do I need council permission to sell packaged food?**

This will vary depending on your LGA Council. Every council has different requirements as to what needs approval and what doesn't. Please see the local councils website for more information.

**If council inspects who pays the fee?**

If council inspects and finds you unfit to trade, all responsibility and accountability rests with the vendor. We hold no responsibility for vendors who are not adequately prepared to trade as a licensed food vendor.

**Can I be located next to my friends stall?**

If you arrive at the same time for bump in, the likelihood of this is a lot higher, however it is up to the absolute discretion of the market team to decide where non-permanent stalls are bumped in. It will never be a guarantee that you will be placed with your friends unless you are sharing a stall space.

**What is the latest time I can arrive to set up?**

The absolute latest time you can arrive is 1 hour prior to the start of the market. Anything after this will result in not being able to drive your car to your space to unload and you will have to walk your goods into the market on foot.

**Is there someone to help me put up my gazebo?**

Our market staff are more than happy to help you set up wherever possible. Please keep in mind that they are also bumping in other vendors so if they need to return to help you at a later time they will. Please ask for assistance if you need it.