





THE MARKET PLACE

FOOD | FUN | FINDS

Vendor Information Kit and Application Form

LET US FILL YOU IN...

The Pier has long been a part of the Cairns community and it is time for us to get back and re-embrace our roots.

The Market Place has been reformed to usher in a vibrant new way of social gathering within the traditional marketplace... It will be a place for the community to come together and celebrate living in paradise!





THE NITTY GRITTY

Welcome to The Market Place - where fervent stallholders, passionate small business owners, and effervescent entrepreneurs can gather together monthly under one roof and serve the Cairns community with local goods, expertise, and entertainment.

When will the markets be held?

- Our first Market Place will be a little unique as it will take place on Saturday the 13th of February 2021 in conjunction with Chinese New Year festivities in centre. Following on from that, The Market Place will be held on the third Sunday of every single month - come rain, hail or shine! There may be the occasional month that the weekend may change to work around special events but you will be advised of this well in advance. Please check the calendar on page 5 for the proposed market dates for 2021.

What time will the markets be on?

- The markets will be open for the community to wander through between the hours of 9am and 2pm. Vendors will be welcome to set up from 7am each market day.

What does it cost to attend as a Vendor?

- There are 2 stall size options available for vendors:

OPTION A. 2m x 2m space \$35.00 no power or \$40.00 with power OPTION B. 3m x 3m space \$45.00 no power or \$50.00 with power You can also take advantage of discounted rates by signing on for multiple market days at once.

How do I apply?

- We really don't want to overcomplicate things but as our ultimate goal is for The Market Place to become the premier market event in the region, we need to ensure our stallholders are ready to come on the journey with us.

To start off with all you will need to do is simply fill in the application form included in this information kit. Then just send it in to us via email to <u>admin@thepier.com.au</u> or drop it off to Centre Management during business hours. We also ask that you include a photo of how your stall will be presented. All applications will be reviewed by the market committee who will then notify you within 5 business days of receiving your application whether or not it has been successful.

Application is open to local vendors who can provide distinctive products and services that are unique to our tropical region such as: handmade items, plants, babywear, pet supplies, local art, ceramics, glass blowing, vintage clothing, fashion accessories, natural health products, mini massages, healers, skin artists, fairy flossers, organic fruit and veg growers, homemade sauces & jams, cheeses, chocolates, etc. We can keep going but we think you get the hint... **If you have something unique we want to see it!**

LET'S GET DOWN TO BL

| Business Name: | ••••••••••••••••••••••••••••••••••••••• |
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| ABN (if applicable): | ••••••••••••••••••••••••••••••••••••••• |
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Tell us a little about your business/brand:

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| What services or products d | o you sell and who are your buyers? |
| ••••• | |
| In a nutshell, how would you | describe your business? (max 10 words): |
| | |
| What is the price range for y | our products/services? |
| MIN: \$ | MAX: \$ |

| USINESS | Once complete return this page only along with any images to admin@thepier.com.au |
|--------------------------------|--|
| What size and type stall do yo | u need? |
| NO POWER | WITH POWER |
| 🗌 2m x 2m - \$35.00 | 2m x 2m - \$40.00 |
| 🗌 3m x 3m - \$45.00 | 3m x 3m - \$50.00 |
| Save when you book 3 or more | e consecutive market days! |
| Just the one please | |
| Book 3 - save 10% | |
| Book 4 - save 15% | |
| Book 6 - save 20% | |
| What date do you want to sta | rt? |

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Please be sure to include at least one image of how your stall will be presented as part of your application.

PROPOSED MARKET DATES 2021

Our first Market Place will be held on the 13th of February in conjunction with Chinese New Year festivities. From then on it is full steam ahead with the event being held once a month EVERY SINGLE MONTH of the year. Because we are an indoor and fully airconditioned venue we aren't impacted by silly things like a little rain, torrential downpours, overbearing humidity or stifling heat.

Below are the proposed market days for 2021. Aside from a couple of special occasions, The Market Place will be held on third Sunday of every month. We will keep everyone informed as the year moves ahead on any additional opportunities as they get confirmed.





THE FINE PRINT AKA: THE TERMS + CONDITIONS

AGREEMENT USE

Stallholders shall only use their allocated Stall Area for the purposes outlined on their application form, and for no other purposes whatsoever unless prior approval is sought from organisers of The Market Place. It is the responsibility of the Stallholder to obtain all necessary consents and approvals required by and to otherwise comply with any laws, rules and/or regulations relevant to its products and/or services.

PAYMENT

Upon being accepted stallholders will be provided with an invoice payable within 7 days of receipt. All payments are to be made by way of Credit Card (just let us know and we will send you a secure payment link but note there is a 1.5% surcharge), or EFT Transfer: BANK: NAB | ACCOUNT NAME: Shangri-La Hotel (Cairns) Pty Ltd T/as Shangri-La Hotel The Marina Cairns | BSB: 082 001 | ACCOUNT NUMBER: 780 250 544 (be sure to reference the invoice number provided to you).

GOODS & SERVICES TAX

Casual Leases represent a "taxable supply" and so are subject to GST. GST will be calculated as 10% of the quoted (GST exclusive) rent. We will provide you with a tax invoice, which will enable you to claim a credit or refund in accordance with the GST legislation. Subject to any legislative requirements, we reserve the right to determine the GST inclusive charges are included in our bills, either in aggregate or on an itemised basis.

PUBLIC LIABILITY INSURANCE

Stallholders are responsible for taking out their own insurance over their property and employees. Stallholders must affect public liability insurance of a minimum of \$20 million per claim with an insurer acceptable to the Management. Stallholders must provide a copy of their public liability policy of insurance together with a Certificate of Currency for that policy, noting the correct interested parties (as per page 4 of the Agreement) no later than 3 days prior to market day.

INDEMNITY

Stallholders will indemnify the Owner by noting the interests of Shangri-La Hotel (Cairns) Pty Ltd on the policy from and against all claims, demands, losses, damages, costs and expenses for which they may become liable in respect of or arising from:

- Loss, damage or injury to any person or property within the Property caused or contributed to by the Hirer's failure to comply with the terms of this casual letting agreement;
- Loss, damages or injury to any person or property caused or contributed to by the negligence of the Hirer or its agents or employees; and
- Loss, damage or injury to any person or property caused or contributed to, by or arising out of the use of the Casual Letting area.



THE FINE PRINT AKA: THE TERMS + CONDITIONS

RISK

The Hirer accepts that it occupies the Casual Letting area at its own risk and the Owner shall not in any circumstances be liable to the Hirer for any damages suffered by it or its property. In particular, whilst the Owner has made provision of after hour's security in the Property, the Owner shall not accept responsibility for the security of any display, item or stock left in the Casual Letting unattended. The Owner will not store stock, or other items on behalf of the Hirer and the Hirer must make its own arrangements in this regard.

STAMP DUTY

The Hirer shall pay all stamp duty assessed this Casual Letting, to the Owner or its solicitors, on demand.

ASSIGNMENT

The Hirer may not assign sub-let or otherwise deal with its Casual Letting.

TERMINATION

Should the Hirer breach any of these terms of the Casual Letting, the Owner may terminate the Casual Letting Agreement without notice.

DEFAULT

If the Hirer does not comply with this agreement the owner is entitled to terminate the agreement because of the Hirers' default under the agreement then the owner may terminate the agreement by notice served on the Hirer If the Hirer defaults under this agreement and that default continues for one day after the owner asks the Hirer to comply with the agreement conditions then the owner may treat the Hirer's property as abandoned and deal with it as the owner see fit.

CANCELLATION

Notification that the stallholder wishes to cancel the booking must be made in writing or by email to the Centre Manager. Where notification is received before 5pm on the Monday immediately before the trading day, stall fees previously paid for the site will be carried forward to another day of the stall holders choosing Any cancellation notifications received after this time will result in the stall fees paid being forfeited in full.

DAMAGE

The Hirer will be responsible for any costs associated in repairing damage caused through the Hirer's occupation of their allocated stall area. This also extends to any damage that is caused to the Centre by the Hirer during bump in and out.

OWNER'S RIGHT

The Owners have the right to move or cancel any Casual Leasing agreement at any time without notice.

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THE NEED TO KNOW

Access to Power

- We know that there will be some stalls who need power in order to showcase their products. Please be sure to book a powered space or speak with us beforehand to ensure we can provide this service to you. There will be a small fee charged for the use of power at each event (this is included in the Powered stall rates).

Air Conditioning

- Cool air is pre-set for your comfort. Sweet...

Approved Display Appearance

- It is of the utmost importance that every effort is made to create a colourful and lively atmosphere throughout the event. Stallholders are encouraged to present their stalls in an appealing and imaginative manner to attract repeat monthly custom.

- Leave the entertainment to us. Addressing visitors by way of loudspeakers, amplifiers and disruptive music is not okay. No voice amplification, flashing lights, music, jingles or the like are permitted unless previously agreed to as part of your specific 'Approved Display'.

- Keep trestles fully covered at all times (as a minimum we request any tables be covered with a white cloth to the floor); hastily hand written notes are not permitted. Boxes of stock must not be visible and rubbish is to be removed immediately. Soliciting sales is a definite no no!

- It is really important that line of sight, traffic flow and 1.5m social distances are not hindered. To this end, you must keep within your allocated booked space. No part of your display can be over 1.5 metres in height without prior approval. Pull up banners must remain within your allocated space.



THE NEED TO KNOW

Approved Display Bump In

- You may commence bump-in 2 hours before the market start time (ie: from 7am) so that you are ready to hit the ground running at 9am sharp!

- Unless you're moving in (in which case we can give you a great lease!), your Approved Display is to be of a temporary nature. Please don't affix items to any part of our property.

- Ensure that your Approved Displays are safe, stable and have been erected in a workmanlike manner. As head honcho's, we reserve the right to to remove or alter any part of your display if it is deemed to be not safe.

Approved Display Bump Out

- It is important that you remain set-up and operational until the Markets close at 2pm, even if it is quiet.

- Remove the Approved Display, and all other articles from your allocated stall area. Reinstate the area to its condition it was found in when you arrived.

- Report any damage caused to your stall area and remove all rubbish. Leave your stall area in a clean state and satisfactory condition.

ATM, CASH, EFTPOS

An ATM is conveniently located at the Pier, positioned near Priceless Gems. For convenience and hygiene reasons we encourage all stall holders to have an online contactless payment system available for the convenience and comfort of shoppers though many will still be wanting to make purchases using cash so be prepared with change!

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THE NEED TO KNOW

Cleaning

- The Pier provides a clean space for all stall holders. During the operational hours of The Market Place, venue staff clean and maintain the common areas such as aisles, toilets, rubbish bins, etc. Cleaning of all stall areas is the responsibility of the Hirer. Additional charges may apply when items such as general rubbish, glitter bombs, helium balloons, paint, sand straw, confetti and the like, need to be removed from your stall area by the Pier.

Decorations

- We live in a tropical paradise and the Pier is committed to caring for our environment. As such we encourage stall holders to use compostable, sustainable and reusable decorations wherever possible. Some suggestions for suitable decorations to use on your stall include fabric or felt bunting, recycled paper pom poms or get back to nature and dress your table with a green leaf display.

Fire Safety

Smoke machines, naked open flames, candles, incense, sparklers, oil burners, and the like are NOT permitted to be used. Why? Well such things can falsely set off our smoke detectors and as much as we love our first responders - they have more important things to do than investigate false alarms.
Please see the map on page 13 for Emergency Exits, Assembly Area, and Fire Fighting Equipment.



THE NEED TO KNOW **AKA: THE RULES + STUFF**

Food and Beverage Policy

- We encourage food and beverage vendors to join our market family. Being an indoor venue there are some restrictions so please touch base with us first so we can ensure that the necessary approvals are in place.

- Due to the complexity of the 'Covid Era', any person wanting to sell, give-away, or offer samples of any food or beverage item, must have prior written consent, and will be given separate Covid guidelines to follow.

Handling Equipment

- You are advised to bring a trolley to assist with loading your goods as trolleys are not available onsite.
- Trolleys can be wheeled through the lower loading dock.

Loading Zones

- Lower Loading Dock: Please see attached map for the most direct path from the lower loading dock to the market floor area.

- Please note that all vehicles are required to unload and then immediately move from the loading dock.
- Pier Car Park Stairwell: Equipment may be carried by hand up the stairwell into the Centre.
- Bump-in via the Shangri-La Hotel elevators is strictly prohibited.



THE NEED TO KNOW **AKA: THE RULES + STUFF**

Parking

- To allow parking for customers, we encourage and strongly recommend that stall holders arrange to be dropped off and picked up, or park in the council car park outside of the complex. - If you do happen to use the underground car park, the relevant daily fees will apply.

Rubbish & Recycling

- In the lower loading dock there is a general waste compactor as well as a cardboard compactor for disposal of any rubbish. There are also separate bins for plastic and glass bottle recycling. - The Pier encourages the use of recycled and re-utilised materials wherever possible. We also discourage single use plastics so please consider how you present your products in regards to packaging.

Social Media Policy

- We encourage all stall holders to promote their attendance at market days via their social media platforms both in the lead up and during the events. When posting please ensure you tag #themarketplace and **#thepiercairns** in your posts.

- Stall holders must refrain from communicating anything on any social media platform that has the potential to damage either The Market Place's or The Pier's reputation, brand image, commercial interests, or the confidence of our customers.

Toilets and Change Rooms

- For toilet locations, please refer to the attached map.
- Until COVID guidelines relax, we are unable to provide change rooms for retail stalls.



PIER EMERGENCY EXIT PLAN

