

Indoor Twilight Market

Saturday 19th October 2019 - 3.30pm to 7.30pm

All proceeds go to Aspendale Gardens Community Service Inc.
("AGCS") (a non-profit organisation)

- No second hand goods
- All high quality homemade/handmade products
(no party plan)
- Plenty of free car parking
- Advertising on website, facebook, newspaper, real estate boards,
letter box drops to residents of the community

AGCS is a not for profit organisation operated by a volunteer Board of Management.

The mission of AGCS is: *To enhance the wellbeing of residents of Aspendale Gardens and surrounding suburbs through providing a community gathering space to connect, learn and exercise.*

AGCS provides a range of services to our local community and an average of 2,000 people access the Centre each week. We offer the following:

- Preschool (three and four year old);
- Playgroup;
- Occasional care;
- Musical, sporting and health programs;
- Seminars on parenting, health and wellbeing;
- Support to community group meetings; and
- Private community functions

EXPRESSION OF INTEREST

Acceptance and non-acceptance of applications will be at the sole discretion of the AGCS Board of Management and will be based on the information given by the applicant on their Expression of Interest form.

- AGCS reserves the right to reject applications.
- All stallholders must have their own insurance to the value of \$20m and provide a copy Certificate of Currency of Insurance.
- Stall positions are totally at the discretion of AGCS.

Stalls cannot be transferred, sublet, franchised or sold to any other person, nor can they be shared without written approval.

ABOUT THE ASPENDALE GARDENS COMMUNITY CENTRE AND TWILIGHT MARKET

Aim of event:

The aim of the Indoor Twilight Market is to raise much-needed funds for AGCS, particularly for planning and construction of a new outdoor play space and community gathering space.

It is also a fantastic opportunity to bring the community together, have fun and enjoy each other's company in a safe environment.

Description of the event:

The first ever twilight market event in Aspendale Gardens attracted over 1000 people from Aspendale Gardens and surrounding suburbs. The number of people that attended and atmosphere generated was beyond our expectations. That's why we are having another one!

Entry to the market will be by gold coin donation.

Food and beverages will be for sale on the day of the market.

Expected outcomes:

The Indoor Twilight Market will:

- Raise much needed funds for the AGCS garden redevelopment;
- Encourage families to have a fun night out together;
- Promote local businesses and services;
- Strengthen community relationships;
- Be a unique event within Aspendale Gardens.

Advertising:

The Indoor Twilight Market will be advertised in:

- City of Kingston My Community Life page;
- Mordialloc Chelsea Leader;
- Aspendale Gardens Community Centre website;
- Aspendale Gardens Community Centre facebook page (over 350 likes);
- Local school newsletters - Aspendale Gardens Primary, Aspendale Primary, Parktone Primary, St. Brigid's Primary, Mentone Park Primary, Mordialloc Primary, Edithvale Primary, Cheltenham Secondary College, Kilbreda College, Parkdale Secondary College, Mordialloc Secondary College & Cornish College
- Billboards will be places in surrounding areas of Aspendale Gardens;
- Letterbox drop to residents of Aspendale Gardens and surrounding areas.

MARKET RULES AND REGULATIONS

APPROVED PRODUCTS

- All products offered for sale must be made and sold by the stallholder.
- Products that are clearly imported or purchased from a wholesaler or are deemed inappropriate (eg. offensive) by AGCS will not be considered.
- It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their product.
- Designing and/or packaging only is not sufficient involvement.
- To add new products, a request in writing is required with photos. Products cannot be added to a stall unless written approval is given by AGCS.
- Stallholders may not sell other people's goods.
- All products and stall presentation must be of a high standard.
- No party plan.

FEES

- Stall fees are: 3 metres X 3 metres = \$60 OR 3 metres X 1.5 metres = \$40
Trestle table hire fee is \$10
- Fees must be paid by **20th September** and failure to pay the stall fee on time means that the space may be made available to other stallholders on the waiting list

ON MARKET DAY

- Stallholders must be in attendance during the entire market trading times - 3.30pm to 7.30pm.
- Stallholders must be in the market area 30 minutes prior to market opening hours and ready to trade at the commencement of the trading hours and must continue trading until the market closing time.
- Loud product promotion by stallholders (spruiking) is not permitted.
- Products and produce with faults must be clearly labelled and sold as seconds.
- A \$30 cancellation fee will be charged if a booking is confirmed and then cancelled.
- There is no fee if more than two weeks notice is given and any monies paid will be refunded.
- NO refunds are given for cancellations that occur 14 days before a market day, or for cancellations received on the actual day.
- A request for a refund must be in writing within 10 days of the cancellation.

OCCUPATIONAL HEALTH AND SAFETY

- As advertised to the public and in the interest of health and safety, no dogs are permitted inside AGCS buildings.
- No smoking is permitted inside or within 6 metres of any entrance to the AGCS buildings.

WASTE AND RUBBISH REMOVAL

- Stallholders are required to remove their own rubbish and waste from their immediate stall location. Boxes and cartons must be removed from market area.
- The waste bins provided at the markets are for general public use only.
- Stallholders are responsible for leaving their site and surrounding area clean, tidy and undamaged.

STALL SET-UP AND EQUIPMENT

- All stall equipment including racks, tables, signage etc. must be contained to the stall site boundaries. Public access ways must be clear at all times.
- Tents, covers and all stall equipment must be erected securely and weighted or secured at all times.
- All equipment must be in good repair and be operated in a safe manner.

GENERAL STALLHOLDERS CODE OF CONDUCT AND RESPONSIBILITIES

- Stallholders must respond co-operatively to any direction given by AGCS in relation to the operation and occupation of their stall, equipment, goods and any direction of a security or safety nature.
- Stallholders must ensure that their activities do not endanger the safety or security of any people.
- Stallholders must comply with all the terms contained in these regulations and must comply with any changes to the market regulations.
- Stallholders must report to a representative of AGCS any incident or accident to any person or property.

WARRANTIES AND REPRESENTATIONS OF STALLHOLDERS

- The stallholder must have their own public liability insurance to the value of \$20m and provide a copy Certificate of Currency of Insurance to AGCS when submitting the Expression of Interest form. No insurance, no trade.
- The stallholder is responsible for obtaining all relevant permits required to operate the stallholder's business and that all merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force.
- The stallholder does not bring into the market any hazardous materials or substances.
- Without limiting the generality of these terms, the stallholder acknowledges and agrees that AGCS is not liable for any claim or loss suffered or incurred by the stallholder in relation to or in connection with:
 - theft or damage of approved products, equipment or goods under the control of the stallholder or any other property of the stallholder at any time including times when the market is not trading;
 - any failure by the stallholder to sell the approved products;
 - any journey from or to the market;
 - anything occurring off the market site, including anything that occurs at market; or
 - damage or injury to any property or person.

STALLHOLDER INDEMNITY

- Without limiting the generality of any other provision of these regulations, the stallholder hereby indemnifies and holds AGCS harmless from and against all claims for Loss arising in connection with or in relation to:
 - the stallholder's occupation of the market;
 - the sale or attempted sale of the approved products or any other products or services;
 - any injury or harm suffered by the stallholder;
 - any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the stallholder;
 - any loss of or damage to the stallholder's property regardless of the cause of that loss or damage;

- the death of any person of a consequence, in whole or in part, of any act or omission by the stallholder;
- any breach of these regulations by the stallholder; or
- any legal costs on a full indemnity basis incurred by AGCS as a result of the stallholder's breach of these regulations.

EXCLUSION OF LIABILITY

- The stallholder acknowledges and agrees that AGCS makes no warranty or representation in relation to or in connection with the stallholder's occupation or use of the market. Without limiting the generality of this clause, the stallholder acknowledges and agrees that AGCS has made no warranty or representation in relation to or in connection with:
 - the prospects of the stallholder for selling the approved products at the market;
 - the stallholder's access to people visiting the market or the access those people have to the stallholder;
 - the existence, number or quality of products that will compete with the approved products for the attention of prospective buyers;
 - the existence or extent of services and/or facilities of any kind at the market;
 - the position within the market that the stallholder will occupy;
 - the suitability of the market for any particular purpose or the existence of any latent or patent defect at the market;
 - the extent, if any, to which other visitors to the market might interfere with the stallholder's use of the market;
 - the existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the AGCS; or
 - the existence or extent of any security at the market.

AGCS' REPRESENTATIONS

- AGCS' consent to the stallholder to attend the market does not convey to the stallholder any ongoing rights in relation to the market into the future.
- AGCS reserves the right to undertake any of the following actions without notice:
 - re-locate a stallholder to another stall within the market.
 - require the stallholder to remove from sale any goods or services offered by the stallholder which are not approved products; or
 - request that the stallholder undertake any reasonable measure which in the opinion of AGCS will improve the safety of the stall or to raise the level presentation of the stall and its products.

TERMINATION

- AGCS reserves the right to withhold consent to a stallholder to occupy a stall at the market or to remove or have removed from the market, a stallholder who is in breach or does not comply with the regulations, including where a stallholder:
 - fails to pay their stall fee in a timely manner;
 - fails to abide by the market's set up or pack up conditions;
 - fails to abide by the market's trading hours;
 - fails to abide by the terms and conditions of the market's rules and regulations;
 - commits a criminal act at the market; or
 - behaves in a manner that breaches the market's Code of Conduct.

EXPRESSION OF INTEREST FORM ON NEXT PAGE

PLEASE COMPLETE AND RETURN.



Aspendale Gardens Community Service Inc
103 - 105 Kearney Drive, Aspendale Gardens VIC 3195
P: 03 9587 5955
E: enquiries@agcsinc.org.au W: www.agcsinc.org.au
ABN 45971536394
Office hours: Monday: 12pm to 3pm
Tuesday, Wednesday, Friday: 9am to 3pm
Thursday: 8.30am to 5pm

AGCS Indoor Twilight Market - Saturday, 19th October 2019 Expression of Interest Form

Name

Street address

Suburb Postcode

Business name

Website

Facebook

Phone Mobile

Email

Products you sell

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Provide a brief overview of your stall & set up

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Signed _____ Date _____

Please complete and return this EOI to AGCS, 103-105 Kearney Drive, Aspendale Gardens or email to cathy.wilson@agcsinc.org.au. Thank you.

