

STANDARD TERMS AND CONDITIONS - PERFORMERS

1. Choulartons Australia Pty Ltd (ABN 63 003 503 633) trading as Organic Food Markets (the Market Manager) has set out in this document its standard terms and conditions of business, which, together with the Application, will apply to all arrangements with Performers
2. Performers must comply with these conditions (which may be amended and updated by publication on our website from time to time), any directions of Organic Food Markets (the Market Manager) and any statutory or similar obligations placed upon them. Performers confirm their acceptance of these terms in writing, by countersigning a copy of these terms, by applying to come to a market via the internet, or by attendance at any of our markets.
3. Performers are expected to provide entertainment from 9 am through until the close of the market (normally 1 pm but sometimes later). They are not expected to be live through that time and can play pre-recorded music during breaks. They are paid \$100 by us for attendance and can collect donations from the public and sell CDs.
4. Vehicles should not travel any faster than 5km an hour and should have their hazard lights flashing when on the market site. Particular care, courtesy and consideration are expected of each Performers while setting up and packing down.
5. Markets are a weekly all weather venues.
6. **Weather Policy -**
 - Tents (which should be of a commercial grade such as the Oztrail Deluxe Gazebo and which should always be properly weighed down with 20k per leg) can be used with wind speeds up to 40 k per hour (app. 5 on the Beaufort Scale).
 - If average winds are consistently above 40k per hour traders should be warned that their tents are at hazard from structural failure. The appropriate action to remove this risk is to remove the canopy. Whatever the trader decides to do:
 - Tops should be removed BEFORE the structure is taken down as the removal of weights required to take a tend down creates the risk of the tent taking off and/or being damaged structurally.
 - If the is also raining at that time the trader may pack up and go walking his stall off if traffic considerations require.

The market will be abandoned if the average wind goes consistently over 7 on the Beaufort Scale (61k per hour).

The decision to abandon is in the hand of the market management who has a wind speed measuring device.

Hail and lightning also represent hazards. In the former case take cover as hail storms are typically short lived. In the latter case ensure that you do not try and take tents down or walk with poles or umbrellas up. Lightning tends to ground itself between a high point on the ground and the cloud.

7. Performers consent for us to use their email or mobile is granted. Performers consent to use any photographs supplied by the Performer to the Market Manager or taken at the markets is granted.
8. Performers are expected to inform the Market Manager of any change to their contact details

9. Performers must comply with the instructions of the Market Manager's agent on site (inter alia) as to the location they are to occupy.
10. Electrical equipment must be tested to Australian Safety Standard AS3760. There is no guarantee of the availability of electricity or continuation of supply.
11. Performers must bring all their own tables, table covers, gazebos and equipment. All stalls are to be adequately secured against wind and for wet weather. Aisles must be kept clear and boxes stored under tables where possible. Presentation of stalls must be of the highest standards.
12. Workplace Health & Safety: Performers are responsible to considered and adopted policies to minimise or avoid risks to themselves, their employees and any other people at the markets. The confirmations below are in addition to you considering and complying with your WHS obligations. Traders confirm that:
 - They have considered the risks of working out of doors and instructed all staff to apply sunscreen, wear hats when in the sun, and wear robust footwear.
 - They have considered the risks of high winds and movable objects at markets and have instructed all staff to ensure all such items are adequately weighted down.
 - They have considered the dangers of vehicle movement in public places and instructed all staff to drive at under 5 kilometers an hour, use their hazard lights, turn off the radio and open the window and, if a second member of staff is available, have them walk in front of the car wearing a high viz jacket.
13. All Performers confirm that they have considered Workplace Health & Safety so far as it relates to the use of electricity at the markets and will have all their leads and equipment tagged in accordance with the statutory requirements. Performers must ensure that any leads or generators are placed in such a manner so as not to create trip hazards or to present a hazard to the public through exhaust or heat. Electric cables must be heavy-duty construction standard, laid with due consideration for members of the public, tagged or otherwise inspected in accordance with Work Cover requirements and must have a circuit breaker. The Market Manager is not qualified to provide extension leads or otherwise assist in connection with power outlets.
14. Performers must recognise right of the owner of the land upon which the market is being held to refuse access to any person.
15. No dogs or other animals, birds, reptiles or livestock may be brought into the market areas without the Market Manager's consent.
16. No Performer will obstruct the passage of vehicles in streets near to any market. Unloading and packing up of stalls must be conducted on the market site. Vehicles must not unload/pack up from street/road frontages.
17. A certificate for \$10m of public liability insurance must be carried with you at all markets attended.
18. The Performer shall hold harmless, release and indemnify and keep released and indemnify the Market Manager from and against all actions, suits, claims, demands, costs, charges and expenses for which the Market Manager, their servants or agents may be held liable in respect of loss, damage, accident or injury of whatsoever nature or kind and however sustained or occasioned and weather to property, persons in connection with the use of any stall and any work connected therewith.
19. Nothing in these conditions excludes, restricts or modifies the application of provisions of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of these conditions to be void.