

# Market Day Stallholder - Expression of Interest

## Market Day Information

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The University of the Sunshine Coast Student Guild hosts regular markets days at the Sippy Downs campus during semester. Held four times per year, USC Market Days aim to bring in external retailers that provide complementary products and services to the University community alongside our permanent tenants. Student clubs and associations, as well as external organisation information booths, are also welcome to recruit new members or offer free advice.

At the request of the student body, live music is also performed during the Market Day.  
If you are interested in performing, please email [eventsstudentguild@usc.edu.au](mailto:eventsstudentguild@usc.edu.au)

If you would like to hold a stall on campus but cannot make one of the scheduled Market Day dates, please fill out the form below and specify your preferred date for consideration.

### Semester 2, 2022 dates are:

- 4 August
  - 1 September
- Time:** 10am-2pm

### Cost

Hire charges for a stall per market day are:

- Student club or not-for-profit organisation — free
- External business information stand — A\$10
- Student commercial enterprise — A\$10
- Commercial stall holder (not serviced) — A\$30
- Commercial stall holder (serviced) — A\$40

All stall holders are required to pay for their own daily parking permit.

### Location

The market area is located in the central area of USC Sunshine Coast. Sites are determined by requirements e.g. need for water or power. Free stalls are not guaranteed a prime position.

### Insurances and Licences

All commercial stall holders require their own public liability insurance and must meet relevant Australian standards and qualifications for their goods and services. Copies of which must be provided to USC Student Guild with your application.

### An application does not constitute acceptance by USC Student Guild.

The Student Guild reserves the right to accept or decline application. If your application is accepted, all stall holders will need to complete the University's workplace health and safety [online induction for Volunteers and Low Risk Contractors](#)

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## Hirer

Organisation			
ABN			
Nominated Person			
Postal Address			
Telephone Number		Email Address	
PLI Number			
Blue Card Number			
Product or service provided			
Please state any other markets or locations at which you operate			

## Market Day Information

### Dates

Please select which USC Market Days in 2022 you would like to have a stall:

### Semester 1

4 August

1 September

## Requirements

Please indicate if you require the following: \*

Hand washing facilities

Power

Marquee

Table

Other requirements? \_\_\_\_\_

Will you be serving food?	Yes	No
Will you be serving alcohol?	Yes	No
Will you be making sales of any kind?	Yes	No
Do you intend on playing / performing live or recorded music?	Yes	No
Do you intend on screening film, TV or video clips?	Yes	No
Will you generate heat or smoke in the venue?	Yes	No
Are you engaging subcontractors?	Yes	No

## Attachments & Documentation

Please check and attach copies of your documentation:

Public Liability Insurance

Blue Card

Relevant service qualification

Relevant licences

## Application

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I, \_\_\_\_\_ ('Responsible Person') apply on behalf of the Hirer to hire the venue described above from the University of the Sunshine Coast Student Guild. The Hirer agrees to comply with all statues, rules and policies and the Conditions of Hire.

I have read the Conditions of Hire  Yes

<b>Signature of Responsible Person</b>		<b>Date</b>	
<b>Organisation</b>		<b>Position</b>	
<b>Signature of Guild Staff</b>		<b>Date</b>	
<b>Organisation</b>		<b>Position</b>	

## STALLHOLDER CONDITIONS OF HIRE

**1. The Rights of the Student Guild:** The Rights of the University of the Sunshine Coast Student Guild (**Student Guild**) pursuant to these Stallholder Conditions of Hire are subject to a Licence between the Student Guild and the University of the Sunshine Coast (**University**) (including the right of the University to cancel the use of the venue / equipment the subject of the Stallholder Application Form (**the Hire**) at its absolute discretion). The Hirer acknowledges and agrees that these Stallholder Conditions of Hire establish powers, rights and benefits in each of the Student Guild and the University, respectively.

**2. Venue:** The Hirer may use the Hire venue/equipment during 7am - 4pm on the dates specified in the Stallholder Application Form (**the Hire Period**). The Hirer will comply with all instructions given by the Student Guild or the University including instructions in relation to the use of the Hire venue/equipment and conduct or parking on University grounds.

**3. Indemnity:** The Hirer is liable for and indemnifies the University (its officers, servants and agents) and the Student Guild (its officers, servants and agents) against:

- (a) all claims, actions or demands and any loss or damage, costs or expense (including full indemnity legal costs) suffered by the University or the Student Guild, as a result of or arising out of or in connection with the Hire; and
- (b) any injury to any person entering upon University grounds for the purpose of or damage to, any University property as a result of or arising out of or in connection with, the use of the Hire venue/equipment by the Hirer or persons present at the invitation of the Hirer.

**4. Insurance:** The Hirer will during the Hire period, effect and maintain the following insurances in respect of the Hire:

- (a) public liability insurance of \$10,000,000 which notes the interest of the University for any vicarious liability it may have through the conduct of the Hirer (its officers, servants, agents and invitees) or the Hire;
- (b) workers compensation insurance for an unlimited amount.

**5. Guarantee:** The Responsible Person (as specified in the Stallholder Application Form) guarantees to the Student Guild the payment by the Hirer of all Hire charges. The Responsible Person also guarantees to the University and the Student Guild the performance by the Hirer of all of the Hirer's obligations pursuant to the Stallholder Application Form and these Stallholder Conditions of Hire and indemnifies the University and the Student Guild against any liability or loss suffered by the University or the Student Guild as a result of or arising out of or in connection with the use of the venue/equipment by the Hirer or persons present at the invitation of the Hirer and/or the Hirer's failure to comply with these Stallholder Conditions of Hire.

**6. Public nuisance:** The Hirer's use of the Hire venue/equipment must not create a public nuisance. The University may specify a time by which and the level to which, the noise level of any live or pre-recorded sound, must be reduced. Either the Student Guild or the University may terminate the Hire if it considers that a public nuisance is created.

**7. Security deposit:** The Hirer will pay the security deposit determined by the Student Guild (Deposit) by not later than 7 days before the commencement of the Hire period or 7 days from the issue of the deposit invoice, whichever is sooner. The Deposit will be held by the Student Guild and may be used by the Student Guild to pay for cleaning of or repair of damage to, the Hire venue/equipment (or other University or Student Guild property). The Deposit (or any balance) will be refunded to the Hirer when the Hire venue/equipment (or other University or Student Guild property) is returned to its pre-hire condition. Any costs incurred by the Student Guild in excess of the Deposit will be charged to and recoverable as a debt due to the Student Guild by the Hirer.

**8. Hire charges:** The Hirer will pay the Hire charges to the Student Guild as follows:

- (a) the Deposit, in accordance with clause 7; and
- (b) the balance Hire charges, by not later than the three days prior to the Hire unless advised otherwise. If the deposit or the balance Hire charges are not paid strictly in accordance with this Clause, the Student Guild may cancel the Hire, without liability.

**9. Responsibility for damage:** The Hire venue/equipment must be left clean and undamaged at the end of the Hire period. Any damage to the venue/ equipment (or other University property) must be reported to the Student Guild and the University and is the Hirer's liability. If cleaning of or repair of damage to, the Hire venue/equipment (or other University property) is required, such cleaning or repair will be undertaken by the University and the cost of such cleaning or repair will be charged to and recoverable as a debt due to the University by the Hirer.

**10. Venuesetup:** The Hirer will, in setting up the venue/equipment for the Hire:

- (a) comply with all instruction and directions given by the Student Guild or the University;
- (b) ensure limited noise occurs and limited disturbance to usual University activities;
- (c) engage only appropriately qualified and licensed subcontractors or practitioners;
- (d) not use tape or other adhesives upon the floors, walls or other surfaces of the venue/equipment; and
- (e) ensure that all trip and other hazards are covered and/or appropriately protected.

**11. Services:** When allocated a serviced site and unless expressly excluded, the Hire includes reasonable use of public utility supplied electricity (for power) and water, for the purposes of the Hire during the Hire period. Additional electricity or water requirements of the Hire must be provided by the Hirer at the Hirer's cost.

**12. Audio visual:** If the Hire includes audio visual equipment, an operator of that equipment will incur an additional charge. The Hirer will supply and set up and dismantle, all other necessary audio visual equipment. All electrical equipment supplied by the Hirer (or its subcontractors) must be electrically tested and tagged prior to its use during or for the purpose of, the Hire.

**13. Advertising material:** No advertising or promotional material will be displayed on University grounds without prior written approval of the University. The University's name must not be used in advertising or promotional material produced or disseminated by the Hirer, without the prior written approval of the University.

**14. Work health and safety:** The Hirer will for the purpose of the Hire and during the Hire period:

- (a) comply with all laws and regulations (particularly the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*) and any direction given by a competent Authority arising from such laws and regulations;
- (b) apply for and pay all fees in respect of, any permit required by the Hire;
- (c) engage only appropriately qualified staff in any restrictive occupation; and
- (d) ensure that all volunteers and contractors involved in the Hire, successfully complete the relevant Work Health and Safety Induction training at <http://www.elearn.com.au/usc/lowriskcontractor/>

**15. Cancellation:** Any cancellation of the Hire (in whole or in part) must be advised to the Student Guild in writing. One of the following options regarding cancellation will apply:

- (a) If cancellation is notified not less than 4 weeks before the start of the Hire, any Hire charges paid and the Deposit (less a \$50 booking fee) will be refunded to the Hirer.
- (b) If cancellation is notified less than 4 weeks but not less than 7 days before the start of the Hire, the Hirer will pay one half of the Total Hire charges or \$500 (whichever is greater).
- (c) If cancellation is notified less than 7 days before the start of the Hire, the Hirer will pay the whole of the Total Hire charges or \$1000 (whichever is the greater).

The Student Guild may cancel the Hire at any time without liability if circumstances arise which the University or Student Guild considers (in its absolute discretion) make the Hire impractical or inappropriate or not in the best interests of the University or the Student Guild.

**16. Consumption of alcohol:** Alcohol must not be sold and/or consumed on University grounds.

**17. Evacuation:** The Hirer will comply with any direction given by University security staff and/or Emergency Services personnel. Any cost or expense incurred by the University as a result of heat or smoke used by the Hirer activating a fire alarm and/or requiring the attendance of Emergency Services personnel, will be charged to and recoverable as a debt due to the University by the Hirer.

**18. Regulated parking:** The University is a regulated, paid parking environment. The Hirer, its officers, servants, agents, contractors and invitees and persons attending the Hire, will comply strictly with the University's *Parking - Managerial Policy* and the *Conditions of Parking* as varied or replaced.

**19. Smoking:** Smoking is prohibited everywhere on the University grounds.

**20. Animals:** The animals on University grounds are wild and are not to be fed in any circumstances. Extreme care must be taken when near the animals. Domestic animals are not permitted on University grounds.

**21. Sustainability:** The University promotes the use of recyclable products and consumables. The Hirer is requested to use recyclable or biodegradable products. The sale of single-use plastic bottled water is prohibited on the University campus.

**22. Privacy:** The University collects the information on this form to carry out its functions over the *University of the Sunshine Coast Act 1998*. The University may be required to disclose this information to appropriate agencies including, but not limited to, the Commonwealth Department of Education and Training and the Australian Taxation Office. For more information on the University's Privacy Policy go to [www.usc.edu.au/privacy](http://www.usc.edu.au/privacy).

**23. Copyright and Licensing:** The Hirer will not at the venue or during the Hire, reproduce, perform, broadcast or communicate or cause to be reproduced, performed, broadcast or communicated, any music, film or video without a licence to do so or written permission of the copyright owner. The Hirer will provide a copy of the licence or permission to the University. For assistance contact:

- (a) musical works – performance or communication  
APRA 1800 882 772 or [www.apra.com.au](http://www.apra.com.au)
- (b) sound recordings – playing  
PPCA 02 9267 7877 or [www.pcca.com.au](http://www.pcca.com.au)