# TOWNSVILLE MARKETS

## Vendor Guidelines, Terms & Conditions

Version 1 - Revised 15 October 2026
Effective date: 15 October 2026

**1. About These Terms**
1(a) These Vendor Guidelines, Terms & Conditions (“Terms”) apply to all vendors participating in markets and events organised or managed by Townsville Markets.
1(b) These Terms establish the general requirements, responsibilities and expectations applicable to vendors across all Townsville Markets events.
1(c) Each event may have additional Event Guidelines containing information specific to that event, including trading hours, site fees, bump-in and bump-out arrangements, parking, available facilities, electricity, site allocation and other operational requirements.
1(d) Vendors must comply with these Terms, the applicable Event Guidelines and any reasonable directions issued by an authorised Market Coordinator.
1(e) Where event-specific arrangements differ from the general operational arrangements described in these Terms, the applicable Event Guidelines will govern those arrangements, provided they do not override applicable laws or expressly stated safety requirements.
1(f) Townsville Markets may amend these Terms from time to time. Material changes will be communicated to affected vendors through appropriate channels.

**2. Market Coordinators**
2(a) Townsville Markets is administered by its authorised Market Coordinators.
2(b) Market Coordinators are responsible for administering vendor applications, bookings, site allocations, event operations, vendor communications and compliance with these Terms.
2(c) Vendors must treat Market Coordinators respectfully and comply with reasonable directions relating to safety, access, event operations and compliance.
2(d) Market Coordinators will endeavour to apply these Terms fairly, consistently and reasonably, taking into account the circumstances of each situation.
2(e) Where a decision affects a vendor, Townsville Markets will endeavour to communicate the reason for that decision where reasonably appropriate.
2(f) Decisions involving vendor approval, site allocation, permanent status, event participation or enforcement remain subject to these Terms and the operational requirements of the relevant event.
3. Vendor Applications and Approval
3(a) All prospective vendors must submit an application through the application process established by Townsville Markets.
3(b) Applications must provide accurate and complete information about the applicant, business, products, services, stall setup and any required licences, permits or insurance.
3(c) Townsville Markets may request additional information, photographs, documentation or clarification before determining an application.
3(d) Applications may be approved, declined or returned to the applicant for further information.
3(e) Approval is discretionary and may take into account product suitability, event requirements, available space, safety considerations, compliance history and other reasonable operational factors.
3(f) Vendor approval does not guarantee acceptance into every event, availability of a particular site or confirmation of a booking.
3(g) Vendors must obtain approval for material changes to their business activities, products, services or stall setup before those changes are introduced at a Townsville Markets event.
3(h) Providing false, misleading or materially incomplete information may result in an application being declined or an existing approval being suspended or withdrawn.

**4. Approved Products and Services**
4(a) Vendors may sell, promote or provide only the products and services approved by Townsville Markets.
4(b) Vendors wishing to introduce additional products or services must submit the proposed changes for approval before offering them at an event.
4(c) Townsville Markets may consider the nature, suitability, presentation, legality and safety of proposed products or services.
4(d) Approval of a particular product category does not provide exclusivity over that category.
4(e) Townsville Markets may approve multiple vendors selling similar or competing products.
4(f) Where reasonably practical, Townsville Markets will consider the distribution of similar stalls when allocating sites.
4(g) Townsville Markets may require a vendor to cease displaying or selling an unapproved, prohibited or unlawful product or service.

**5. Vendor Approval Status**
5(a) Vendor approval may be recorded as: Approved: The vendor is authorised to make bookings, subject to event availability and applicable requirements. Suspended: The vendor's approval is temporarily inactive pending the resolution of outstanding requirements or concerns. Expired: The vendor's approval has lapsed and a new application or

reassessment is required.
5(b) Vendor approval may be suspended where required documentation expires, compliance concerns arise or information necessary to maintain approval has not been provided.
5(c) Vendors whose approval is suspended may not make new bookings or trade until the relevant issue has been resolved and approval reinstated.
5(d) Vendor approval will expire where the vendor has not attended any Townsville Markets event for 12 consecutive months.
5(e) An expired vendor must complete the applicable reapplication or reassessment process before returning.
5(f) Vendor approval is separate from booking confirmation and Permanent Vendor status.

**6. Vendor Information, Documentation and Compliance**
6(a) Vendors must ensure that all information supplied to Townsville Markets remains accurate and current.
6(b) Vendors must maintain all licences, permits, registrations, certifications and insurance required for their activities.
6(c) Vendors must provide copies of required documentation when requested and notify Townsville Markets of relevant changes or expiry.
6(d) Where required documentation expires or becomes invalid, the vendor's approval may be suspended until compliant documentation is provided.
6(e) A vendor whose required documentation remains invalid at the applicable event deadline will not be permitted to trade.
6(f) Where a vendor has a confirmed booking but is unable to trade because required documentation has expired or is otherwise invalid, the booking fee will be forfeited, subject to applicable law.
6(g) Approval by Townsville Markets does not constitute confirmation that a vendor has satisfied every legal requirement applicable to their business.
6(h) Vendors remain responsible for understanding and complying with all applicable laws, regulations, licence conditions and industry requirements.

**7. Change of Business Ownership and Representation**
7(a) Vendor approval applies to the approved vendor or business and is not automatically transferable to another person or business.
7(b) A change in business ownership must be disclosed to Townsville Markets.
7(c) A new owner may be required to submit a new vendor application.
7(d) Vendors may use employees, family members or authorised representatives to operate their stalls, provided those persons comply with these Terms.
7(e) The approved vendor remains responsible for the conduct, activities and compliance of persons operating on their behalf.
7(f) Permanent Vendor status does not automatically transfer when a business changes ownership.

**8. Bookings and Payments**
8(a) Vendors must hold current Approved status before making a booking.
8(b) Bookings must be made through the booking process established by Townsville Markets.
8(c) Ordinary and Casual Vendor bookings must be paid in full when making the booking. A booking is confirmed only after successful payment has been received and the booking has been accepted by Townsville Markets. Permanent Vendor site reservations and payment deadlines are set out in Section 11.
8(d) Submission of a booking request without payment does not reserve a site.
8(e) Booking availability, fees and any booking cut-off times will be published through the applicable booking system or Event Guidelines. Casual Vendors may book and pay for available sites while bookings remain open, including on the day of an event. Townsville Markets may close bookings at any time where necessary for site allocation, safety or operational reasons.
8(f) Approved Vendors may book any market date published and available in the booking system, subject to availability and the applicable Event Guidelines.
8(g) Vendors are responsible for ensuring that their booking information is accurate and that payments are completed by the applicable deadlines.
8(h) Townsville Markets may decline or cancel a booking where the vendor does not meet applicable approval, payment, documentation or compliance requirements.
8(i) Booking fees and other charges will be disclosed before payment.

**9. Booking Transfers and Shared Sites**
9(a) Bookings are made for the approved vendor or business and may not be sold, transferred or assigned to another vendor without prior written approval from Townsville Markets.
9(b) Vendors must not allow another business or unapproved operator to trade from their allocated site without authorisation.
9(c) Two or more approved vendors may share a single allocated site with prior approval from Townsville Markets. Each participating business must hold its own current Vendor Approval, applicable licences and permits, and Public and Product Liability Insurance of at least $20 million. All participating businesses must operate within the boundaries of the single allocated site. The arrangement is treated as one booking with one applicable site fee. Participating vendors share responsibility for coordinating their setup and complying with these Terms.
9(d) Where shared arrangements are approved, all participating vendors must comply with applicable requirements.
9(e) Approval of a shared arrangement for one event does not automatically authorise the same arrangement at future events.

**10. Casual Vendors and Site Allocation**
10(a) Casual Vendors are vendors who do not hold Permanent Vendor status for the relevant market.
10(b) Casual Vendor sites are allocated by Townsville Markets according to availability, layout, access, safety, infrastructure, product mix and other operational considerations.
10(c) Vendors must occupy only the site allocated to them unless a Market Coordinator expressly authorises a change.
10(d) Vendors must not independently occupy an apparently vacant site, exchange sites with another vendor or move to another location without approval.
10(e) Where a vendor occupies an unauthorised site, a Market Coordinator may direct the vendor to relocate to their allocated site, even if setup has already commenced.
10(f) A genuine allocation mistake may be accommodated where reasonably practical, provided the alternative arrangement is approved by a Market Coordinator and does not unfairly disadvantage another vendor.
10(g) A vendor who has paid for and been allocated a site retains that allocation until the commencement of trading, unless an alternative arrangement has been agreed or an overriding safety or operational requirement necessitates a change.
10(h) An allocated site must not be reassigned merely because the booked vendor has not arrived before the market commences.
10(i) Where a Casual Vendor occupies a site allocated to a Permanent Vendor, the Casual Vendor may be directed to relocate so the Permanent Vendor's allocation can be honoured.
10(j) Refusal to comply with a reasonable relocation direction may constitute a breach of these Terms and may result in the vendor being prevented from trading or required to leave.
10(k) Where an allocation error is caused by Townsville Markets, including accidental double- booking, the affected vendors will not be treated as having breached these Terms solely because of that error.
10(l) Townsville Markets will make reasonable efforts to resolve allocation errors fairly, considering the circumstances of the affected vendors and the available alternatives.

**11. Permanent Vendors**
11(a) A vendor may request Permanent Vendor status for a particular market after attending three consecutive occurrences of that same market.
11(b) Meeting the attendance requirement does not automatically entitle a vendor to Permanent Vendor status.
11(c) Permanent Vendor status is granted at the discretion of Townsville Markets, taking into account availability, attendance, compliance, suitability and operational requirements.
11(d) Permanent Vendor status applies only to the specific market for which it has been granted.
11(e) Permanent Vendors have their regular sites reserved automatically for each occurrence of their approved market, subject to compliance requirements. They must enter the booking system and pay for each occurrence; a reservation is not a confirmed booking until payment has been received.
11(f) Permanent Vendors must pay the applicable booking fee at least 48 hours before the scheduled commencement of trading. If payment is not received by that deadline, the reserved site may be released for another vendor and the booking is not confirmed. Failure to pay does not automatically terminate Permanent Vendor status; a missed occurrence may count towards the attendance requirements below.
11(g) A Permanent Vendor's regular site does not create ownership, tenancy or an absolute right to that location. Vendors may request a site change, and Townsville Markets may relocate a vendor where reasonably required for safety, access, venue requirements, infrastructure, layout, product mix or event operations. Where reasonably practicable, Townsville Markets will discuss a proposed relocation with the vendor before making the change and will make reasonable efforts to consider the vendor's circumstances and requirements.
11(h) Permanent Vendors are expected to attend every scheduled occurrence of the market for which they hold Permanent Vendor status.
11(i) Permanent Vendor status is automatically lost when a vendor misses two consecutive occurrences of the same market or three occurrences of the same market within any rolling 12-month period, subject to Section 11(k).
11(j) An occurrence may be counted as missed where the vendor fails to attend, cancels their booking or fails to complete payment by the required deadline.
11(k) Townsville Markets may make exceptions in genuinely extraordinary circumstances when applying the attendance requirements. Exceptions are discretionary and are not guaranteed.
11(l) Where Permanent Vendor status is withdrawn, the vendor will revert to Casual Vendor status, provided their general vendor approval remains current.
11(m) Loss of Permanent Vendor status does not automatically result in suspension or cancellation of general vendor approval.
11(n) A vendor who loses Permanent Vendor status may apply for that status again after meeting the applicable eligibility requirements.

**12. Stall Presentation and Boundaries**
12(a) Vendors must maintain a clean, safe, professional and appropriately presented stall throughout the event.
12(b) All gazebos, tables, chairs, signs, displays, products, equipment and other items must remain within the vendor's allocated site unless otherwise authorised by a Market Coordinator.
12(c) Vendors must not obstruct pedestrian walkways, neighbouring stalls, emergency access routes, vehicle routes, fire exits or other designated access areas.
12(d) Vendors must ensure their stall setup does not create unreasonable hazards or interference for neighbouring vendors, customers or event operations.
12(e) Vendors are responsible for identifying and managing hazards associated with their own stalls, including electrical cables, ropes, gazebo weights, displays, equipment and other potential trip hazards.
12(f) Where a stall setup extends beyond its allocated boundaries or creates an obstruction or safety concern, a Market

Coordinator may direct the vendor to modify or reposition the relevant items.
12(g) Vendors must comply with reasonable directions relating to stall presentation, boundaries, access and safety.
12(h) Stall presentation must remain appropriate for a family-friendly community market and comply with any additional requirements specified in the applicable Event Guidelines.

**13. Bump-In, Bump-Out and Vehicles**
13(a) Vendors must comply with the published bump-in, bump-out, vehicle access and parking arrangements for each event.
13(b) Where vehicles are authorised within an event area, they must be driven at walking pace and with extreme care, with hazard warning lights operating while the vehicle is moving within the event area. Pedestrians have priority at all times.
13(c) Vendors must follow designated vehicle entry and exit routes, traffic flow arrangements, signage and reasonable directions issued by Market Coordinators.
13(d) Vendors must not enter the event area or commence setting up before the published bump-in time unless expressly authorised by a Market Coordinator.
13(e) Vendors must respect the venue, its owners and occupants, and any restrictions on access or use of the premises.
13(f) Vendors may unload equipment and erect their gazebo while their vehicle is positioned at their allocated site during the authorised bump-in period, provided this does not obstruct access or create a safety hazard.
13(g) Vendors must remove their vehicles from the trading area by the published vehicle cut-off time. Vehicles must not remain within the trading area while vendors complete the remainder of their stall setup unless specifically authorised as part of an approved stall arrangement.
13(h) Late arrival does not entitle a vendor to vehicle access after the published vehicle cut-off time.
13(i) Vendors arriving after the vehicle cut-off may transport equipment to their allocated site on foot, provided this can be done safely and without unreasonable disruption to customers, vendors or event operations. Vendors are expected to be fully set up and ready to trade at the advertised commencement time.
13(j) Townsville Markets may refuse late setup where access, safety, timing or operational circumstances make it impractical.
13(k) The vehicle entry cut-off applies to all vendor vehicles, including food trucks and other vehicles ordinarily used as part of a stall, unless an emergency or another exceptional circumstance requires otherwise. Vehicles authorised to remain as part of an approved stall arrangement under Section 13(g) may remain in position.
13(l) Once trading has commenced, vendor vehicles must not enter or move through the active trading area. Emergency vehicles and vehicle movements necessary to respond to an emergency are excepted.
13(m) Vendors must not bring vehicles into the trading area at the conclusion of the event until the published vehicle re-entry time and any applicable safety directions permit vehicle movements.
13(n) Vendors must ensure that pedestrian areas and access routes are sufficiently clear before moving vehicles during bump-out.
13(o) Vendors must park only in areas designated or approved for vendor parking.
13(p) Vendors must not obstruct emergency access, neighbouring stalls, traffic routes or other operational areas with vehicles or equipment.
13(q) A Market Coordinator may direct a vendor to move a vehicle, equipment or other obstruction where reasonably necessary for safety, access or event operations.
13(r) Vendors must promptly report any property damage or significant safety incident occurring during vehicle movements, loading, unloading or setup.
13(s) Responsibility for damage will be assessed according to the circumstances, available evidence and applicable law. Vendors may be responsible for damage caused by their own actions or those of persons acting on their behalf.
13(t) Exact bump-in, vehicle cut-off, trading, bump-out and vehicle re-entry times will be published in the applicable Event Guidelines.

**14. Early Pack-Down**
14(a) Vendors are expected to remain set up and available for trading throughout the advertised trading hours of the event.
14(b) Townsville Markets strongly encourages vendors to honour the advertised trading hours to maintain a consistent and positive experience for customers.
14(c) Early packing up can create the impression that a market is closing before its advertised time, potentially discouraging customers from attending later in the evening and affecting other vendors who remain trading.
14(d) Vendors who need to finish trading early are encouraged to notify a Market Coordinator wherever practicable.
14(e) Regardless of when a vendor finishes trading, all vehicle movement restrictions and event safety requirements remain in effect.

**15. Gazebos, Marquees and Stall Structures**
15(a) Vendors are responsible for ensuring that all gazebos, marquees, umbrellas, displays and other structures are suitable for their intended use and are erected, secured and maintained safely.
15(b) Gazebos and marquees must be adequately weighted or otherwise secured using approved methods appropriate to the structure, its size and the prevailing or reasonably foreseeable conditions.
15(c) Townsville Markets does not prescribe a universal minimum gazebo weight. Vendors remain responsible for ensuring that their particular structure is adequately secured.
15(d) Ground pegs, stakes or other methods that penetrate or damage the venue surface are prohibited unless expressly authorised by Townsville Markets and the venue operator.
15(e) Vendors must not attach equipment, ropes or structures to venue property, buildings, fences, trees or other fixtures without approval.

15(f) Vendors must ensure that weights, ropes, guy lines and structural components do not create unreasonable trip hazards or obstruct access.
15(g) Vendors must monitor weather conditions and take appropriate action where wind, rain or other conditions affect the safety of their structures.
15(h) Where a structure presents an apparent safety concern, a Market Coordinator may direct the vendor to secure, modify, lower, reposition or dismantle it.
15(i) Vendors must promptly comply with reasonable safety directions relating to their structures.
15(j) Failure to comply with a reasonable safety direction may constitute a breach of these Terms and may result in restrictions on trading or removal from the event.
15(k) A direction or intervention by Townsville Markets does not constitute certification that a structure is safe or relieve the vendor of their responsibility for its safe installation, maintenance and operation.

**16. Electrical Equipment, Generators, LPG and Cooking**
16(a) The availability of mains electricity varies between events. Electricity may or may not be available, and any availability, restrictions, charges or connection arrangements will be specified in the applicable Event Guidelines.
16(b) Vendors must not assume that electricity will be supplied at an event unless this has been expressly confirmed.
16(c) Vendors are responsible for providing, maintaining and safely operating any electrical equipment or independent power systems used at their stalls.
16(d) Portable battery power stations and similar battery-powered systems may be used without separate generator approval, provided they are operated safely, responsibly and in accordance with applicable requirements and manufacturer instructions.
16(e) Vendors remain responsible for hazards associated with battery systems, including damaged equipment, overheating, unsuitable connections, charging arrangements and unsafe placement.
16(f) Petrol, diesel, gas and other fuel-powered generators require prior approval from Townsville Markets.
16(g) Vendors intending to use a generator must declare this during their vendor application or through an approved update to their stall setup information.
16(h) A vendor who subsequently wishes to introduce a generator must obtain approval before bringing or operating it at an event.
16(i) Generator approval may take into account the proposed equipment, location, noise, exhaust, fuel arrangements, access, neighbouring stalls and venue requirements.
16(j) Generator use may restrict the sites available to a vendor, including sites available for Permanent Vendor allocation.
16(k) Where practical, vendors using generators may be allocated sites towards the outskirts of the market or other locations considered appropriate by Townsville Markets.
16(l) Generators must be operated without creating unreasonable noise or disturbance to customers, neighbouring vendors, nearby residents or the venue.
16(m) Vendors are responsible for the safe operation, maintenance, positioning, ventilation, fuel handling, fuel storage and refuelling of generators and associated equipment.
16(n) Vendors must comply with applicable laws, safety requirements and manufacturer instructions relating to their equipment.
16(o) Vendors may share a power source with another stall, provided the arrangement is safe, complies with these Terms and does not create unauthorised obstructions or hazards.
16(p) Electrical leads must not cross public walkways or customer access areas unless the crossing is unavoidable, has been specifically approved by a Market Coordinator and is protected using an appropriate method.
16(q) Vendors must ensure that cables, connections, power boards and other electrical equipment are appropriately positioned, protected and used safely.
16(r) Where electrical equipment, generators, batteries, cables or associated arrangements present an apparent safety concern or cause unreasonable disruption, a Market Coordinator may require the vendor to rectify the issue, reposition equipment, disconnect equipment or discontinue its use.
16(s) Vendors must comply with reasonable directions issued to address such concerns.
16(t) Any intervention or direction by Townsville Markets does not transfer responsibility for equipment safety or compliance from the vendor to Townsville Markets.
16(u) Vendors using LPG, cooking equipment, heating equipment or other potentially hazardous appliances must comply with all applicable legal, licensing, fire safety and equipment requirements.
16(v) Vendors are responsible for ensuring that cooking, heating and fuel arrangements do not create unreasonable hazards for customers, neighbouring vendors or venue property.
16(w) Townsville Markets may require unsafe or non-compliant equipment or activities to be modified or discontinued.
16(x) Vendors are responsible for ensuring that their own power equipment is adequately prepared, maintained, charged and fuelled for the event.
16(y) Failure of a vendor's generator, battery system, lighting or other equipment does not entitle the vendor to a refund or credit solely because the equipment failed or was inadequately prepared.

**17. Insurance**
17(a) All vendors must maintain current Public Liability and Product Liability Insurance with coverage of not less than $20 million.
17(b) Insurance must cover the activities, products and services undertaken by the vendor at Townsville Markets events.
17(c) Vendors must provide a current Certificate of Currency or other acceptable evidence of coverage when requested.
17(d) Vendors are responsible for ensuring that their insurance remains valid and appropriate for their business activities.
17(e) Vendors must notify Townsville Markets of any cancellation, expiry or material change affecting their required insurance.
17(f) A vendor whose required insurance has expired or is otherwise invalid will not be permitted to trade until acceptable

evidence of current coverage has been provided.
17(g) Approval to participate in an event does not constitute confirmation by Townsville Markets that a vendor's insurance provides adequate coverage for every risk associated with their business.
17(h) Vendors remain responsible for obtaining any additional insurance required by law or appropriate to their activities, including insurance relating to employees, vehicles, equipment or other business risks.

**18. Food Vendors**
18(a) Food vendors must comply with all applicable food safety legislation, licensing, registration, permit and operational requirements.
18(b) Vendors are responsible for obtaining and maintaining any approvals required to prepare, handle, store, transport, display or sell food.
18(c) Food vendors must provide evidence of relevant licences, permits or registrations when requested by Townsville Markets.
18(d) Where a required licence, permit or authorisation expires or becomes invalid, the vendor will not be permitted to undertake the affected activity until the issue has been resolved.
18(e) Food vendors must ensure that their equipment, food handling practices, temperature controls, storage, cleaning and waste arrangements comply with applicable requirements.
18(f) Food vendors are responsible for ensuring that cooking equipment, LPG, generators and other associated equipment are operated safely and lawfully.
18(g) Food vendors must appropriately contain and remove cooking oil, grease, wastewater and other waste generated by their operations.
18(h) Food vendors must not dispose of liquid waste onto the ground, into stormwater drains, gardens, toilets or other unauthorised locations.
18(i) Townsville Markets may require a food vendor to cease an activity or refrain from trading where required documentation is invalid or a significant safety or compliance concern is identified.
18(j) Approval by Townsville Markets does not replace or satisfy any licensing, inspection or approval requirements imposed by relevant authorities.

**19. Safety, Incidents and Emergencies**
19(a) Vendors are responsible for maintaining a safe stall environment and taking reasonable precautions to prevent injury, damage and foreseeable hazards associated with their activities.
19(b) Vendors must ensure that their equipment, products, displays, structures and operating arrangements are suitable for use at a public market.
19(c) Vendors must not obstruct emergency vehicle access, evacuation routes, fire exits, firefighting equipment, first aid facilities or designated emergency assembly areas.
19(d) Vendors are expected to familiarise themselves with the emergency procedures, evacuation arrangements and relevant site information published for the event.
19(e) Vendors must comply promptly with reasonable emergency directions issued by Market Coordinators or emergency services personnel.
19(f) In an emergency requiring police, fire or ambulance assistance, 000 should be contacted immediately.
19(g) Vendors must report significant incidents to a Market Coordinator as soon as reasonably practical.
19(h) Reportable incidents may include injuries, fires, property damage, aggressive or threatening behaviour, significant safety incidents and near misses that could reasonably have resulted in serious harm or damage.
19(i) Vendors must report significant incidents involving their own stall, equipment, personnel or activities, as well as significant incidents involving others that they witness or become aware of.
19(j) Vendors are encouraged to notify a Market Coordinator of significant hazards or unsafe conditions before an incident occurs, including hazards associated with neighbouring stalls or shared areas.
19(k) Where an immediate hazard exists, vendors should take reasonable steps within their capability to prevent further harm without placing themselves or others at unnecessary risk.
19(l) Townsville Markets may require an incident to be documented using its Incident Report Form.
19(m) Incident reports may be completed by the person reporting the incident or by a Market Coordinator based on information received.
19(n) Incident reports should be factual and objective, recording relevant observations, circumstances, witnesses, evidence and actions taken without prematurely assigning fault.
19(o) Vendors must provide reasonable cooperation with incident reporting and follow-up enquiries concerning incidents relevant to their activities.
19(p) Where a Market Coordinator identifies an apparent safety concern, the Coordinator may issue reasonable directions requiring the concern to be addressed.
19(q) Such directions may include securing, repositioning, modifying, disconnecting, discontinuing or removing equipment or activities that present a concern.
19(r) Failure to comply with reasonable safety directions may constitute a breach of these Terms and may result in restrictions on trading, removal from the event or other appropriate action.
19(s) Vendors remain responsible for the safety and lawful operation of their own stalls and activities. Directions or interventions by Townsville Markets do not constitute certification of safety or relieve vendors of their own obligations.
19(t) Townsville Markets may record incidents, corrective actions and follow-up measures and may disclose relevant information where reasonably necessary for safety, insurance, legal or regulatory purposes.
19(u) First aid facilities, emergency assembly locations and other event-specific safety information will be communicated through the applicable Event Guidelines or event site information.

**20. Products, Intellectual Property and Restricted Activities**
20(a) Vendors must ensure that all products and services offered for sale are lawful and comply with applicable safety, labelling, consumer protection and other relevant requirements.
20(b) Vendors must not sell counterfeit, stolen, prohibited or otherwise unlawful products.
20(c) Vendors are responsible for ensuring that their products, branding, designs, images and other materials do not unlawfully infringe another person's intellectual property rights.
20(d) Vendors must not make misleading claims about the origin, safety, quality, suitability or characteristics of their products or services.
20(e) Vendors must comply with applicable Australian Consumer Law requirements.
20(f) Townsville Markets may require the removal of products or materials where there is a reasonable concern about legality, safety, suitability or compliance.
20(g) Vendor approval does not constitute an endorsement, certification or guarantee of the products or services offered.

**21. Family-Friendly Environment and Adult-Oriented Products**
21(a) Townsville Markets events are intended to provide a welcoming and family-friendly environment.
21(b) Vendors must ensure that their products, displays, signage, promotional material and conduct are appropriate for the nature of the event.
21(c) Products or displays containing explicit sexual content, graphic violence or other material unsuitable for general public display may be restricted or prohibited.
21(d) Vendors proposing to sell products that may reasonably be considered adult-oriented or sensitive must disclose those products during the application process.
21(e) Townsville Markets may approve, restrict or decline particular products or displays based on their suitability for the event.
21(f) Vendors must comply with applicable age restrictions and legal requirements relating to restricted products.
21(g) Townsville Markets may require inappropriate or unapproved material to be removed from public display.

**22. Commercial, Community and Fundraising Activities**
22(a) Vendor sites are primarily intended for the sale or provision of approved products and services.
22(b) Businesses, community organisations and other groups wishing to operate information, promotional, recruitment or awareness stalls must obtain prior approval.
22(c) Applications from political, religious, advocacy and other community organisations will be considered on a case-by-case basis. Approval will be at the discretion of Townsville Markets, taking into account the proposed activities, suitability for the event, safety, applicable laws and the interests of other market participants. Any approved activities must remain within the scope of the organisation's approval and must not involve harassment, intimidation, unreasonable pressure or interference with customers, vendors or event operations.
22(d) Fundraising activities, raffles and similar initiatives may be permitted where approved by Townsville Markets and conducted in accordance with applicable legal requirements.
22(e) Vendors must not conduct unapproved fundraising, promotional campaigns, petitioning or other activities outside the scope of their approval.
22(f) Approval of a community or fundraising activity does not exempt the organiser from applicable insurance, safety, licensing or conduct requirements.
22(g) Any exemption from site fees does not automatically exempt a stallholder from these Terms.

**23. Children and Pets**
23(a) Vendors bringing children to an event remain responsible for their supervision, behaviour and safety.
23(b) Children must not be permitted to interfere with neighbouring stalls, equipment, vehicles or event operations.
23(c) Vendors must ensure that children under their supervision do not create or become exposed to avoidable hazards associated with stall activities.
23(d) Animals brought by vendors must be appropriately controlled and must not create unreasonable safety, hygiene, noise or access concerns.
23(e) Vendors must comply with applicable animal management, public health and venue requirements.
23(f) Townsville Markets may require an animal to be removed where its presence creates a legitimate safety, hygiene or operational concern, subject to applicable laws protecting assistance animals and their handlers.
23(g) Nothing in these Terms is intended to restrict lawful access rights relating to assistance animals.

**24. Smoking, Vaping, Alcohol and Drugs**
24(a) Vendors must comply with all applicable smoking and vaping laws and any additional restrictions imposed by the venue or event.
24(b) Smoking and vaping are prohibited in areas where they are unlawful or expressly restricted.
24(c) Vendors must not smoke or vape in a manner that exposes customers, neighbouring vendors or others to unreasonable disturbance or avoidable hazards.
24(d) Vendors and persons operating their stalls must not consume alcohol while conducting stall activities.
24(e) Vendors must not operate stalls while intoxicated or impaired by alcohol or other substances.
24(f) Illegal drug use, possession or distribution is prohibited.
24(g) Townsville Markets may require a person to cease an activity or leave the event where their conduct creates a safety concern or breaches applicable requirements.

**25. Vendor Conduct and Responsibility for Others**
25(a) Vendors must behave respectfully and professionally towards customers, other vendors, Market Coordinators, venue representatives and members of the public.

25(b) Harassment, intimidation, threats, bullying, discrimination, aggressive behaviour or other serious misconduct will not be tolerated.
25(c) Vendors must comply with reasonable directions issued by Market Coordinators in connection with event operations, safety and these Terms.
25(d) Vendors are responsible for the conduct of their employees, family members, helpers, contractors and other persons acting on their behalf.
25(e) Vendors must not engage in conduct that unreasonably interferes with neighbouring stalls, customer access or the orderly operation of the event.
25(f) Disagreements should be raised respectfully and, where practical, addressed without unnecessary confrontation in public trading areas.
25(g) Vendors may raise concerns, make complaints or disagree with decisions in good faith without being penalised merely for doing so.
25(h) Vendors must not use threats, intimidation or abusive behaviour when pursuing a complaint or disagreement.
25(i) Serious misconduct may result in immediate action under Section 33.

**26. Noise and Music**
26(a) Vendors must ensure that music, demonstrations, equipment, generators and other activities do not create unreasonable noise or disturbance.
26(b) Music and amplified sound must remain at levels appropriate for a community market and must not unreasonably interfere with neighbouring vendors, customers, nearby residents or the venue.
26(c) Vendors must comply with reasonable requests from Market Coordinators to reduce, reposition or discontinue noise-producing activities or equipment.
26(d) Vendors are responsible for obtaining any licences or permissions legally required for music or other protected material used in connection with their business activities.
26(e) Townsville Markets may impose additional event-specific restrictions on amplified sound, demonstrations or other noise-producing activities.

**27. Photography and Promotion**
27(a) Townsville Markets may photograph or record general market activities for legitimate event documentation, marketing and promotional purposes, subject to applicable law and its Privacy Policy.
27(b) Vendors may be photographed or recorded in connection with their participation in an event.
27(c) Vendors should notify Townsville Markets if they have a particular concern about identifiable promotional photography involving themselves or their stall.
27(d) Townsville Markets will consider reasonable requests relating to the use of identifiable promotional material.
27(e) Vendors taking photographs or recordings must respect the privacy, safety and reasonable expectations of customers, other vendors and venue occupants.
27(f) Vendors must not photograph or record people in circumstances that would be unlawful, harassing or otherwise inappropriate.
27(g) Vendors remain responsible for obtaining any consent or permission legally required for their own promotional activities.

**28. Vendor Cancellations and Credits**
28(a) Vendors wishing to cancel a booking must notify Townsville Markets through the established cancellation process.
28(b) Vendors who cancel at least 48 hours before the scheduled commencement of trading receive a booking credit equal to the site fee paid rather than a refund, subject to applicable law.
28(c) Credits issued for eligible vendor cancellations are valid for the next three scheduled occurrences of the same market, excluding the cancelled booking. An occurrence cancelled by Townsville Markets does not count towards those three opportunities.
28(d) Credits may be applied towards eligible bookings for those occurrences of the same market by the same approved vendor or business.
28(e) Credits are not transferable to another vendor or business.
28(f) Cancellations received less than 48 hours before the scheduled commencement of trading ordinarily result in forfeiture of the booking fee, subject to applicable law.
28(g) Townsville Markets may consider genuinely extraordinary circumstances and issue a discretionary credit where appropriate, subject to applicable law.
28(h) Genuinely extraordinary circumstances will be assessed individually. Approval of a credit in one situation does not establish an entitlement to the same outcome in another.
28(i) Where a vendor has paid for a booking but fails to attend without providing notice, the booking fee is ordinarily forfeited, subject to applicable law and consideration of genuinely extraordinary circumstances. Repeated no-shows may affect future booking privileges, and missed occurrences may affect Permanent Vendor status under Section 11.
28(j) Vendors are not entitled to refunds or credits solely because of poor sales, unsuitable weather where the event proceeds, personal scheduling conflicts, equipment failure or a decision to leave early.
28(k) Where Townsville Markets materially changes the venue, date or trading time after a vendor has paid and the vendor cannot reasonably attend the revised event, the vendor will be eligible for a credit towards a future event.
28(l) Nothing in this section excludes or restricts any refund or other remedy required by applicable law.

**29. Weather, Event Changes and Cancellation**
29(a) Townsville Markets may modify, postpone, relocate, suspend or cancel an event where reasonably necessary due to weather, safety concerns, venue restrictions, emergencies or other circumstances affecting the event.
29(b) Decisions concerning event operation will take into account relevant safety, venue and operational considerations.

29(c) Where Townsville Markets cancels an entire event before trading commences, affected vendors will ordinarily receive a credit towards an eligible future Townsville Markets event, subject to any rights or remedies required by law.
29(d) Where an event closes early after trading has commenced, vendor credits will be considered individually. Townsville Markets may consider how much trading time was completed, the circumstances requiring early closure, the impact on affected vendors, and relevant financial and operational considerations. Full or partial credits may be offered at Townsville Markets' discretion. There is no automatic entitlement to a credit or refund, subject to applicable law.
29(e) Where an event proceeds as scheduled, vendors remain responsible for deciding whether their own equipment and operations can be conducted safely.
29(f) A vendor who chooses not to attend an event that proceeds as scheduled is not ordinarily entitled to a refund or credit solely because of weather concerns, subject to applicable law and any exceptional circumstances considered by Townsville Markets.
29(g) Townsville Markets may require vendors to secure, modify or dismantle unsafe structures or discontinue activities where conditions create safety concerns.
29(h) Townsville Markets will endeavour to communicate significant event changes to affected vendors as promptly as reasonably practical.
29(i) Vendors are responsible for monitoring official communications relating to their bookings and events.

**30. Cleaning, Waste and Property Damage**
30(a) Vendors must maintain their allocated sites in a clean, safe and tidy condition throughout the event.
30(b) Vendors must leave their allocated site and the immediately surrounding area in the same or better condition than when they arrived.
30(c) Vendors are responsible for collecting, containing and removing all rubbish and waste generated by their activities, including packaging, cardboard, food waste, cable ties and discarded materials.
30(d) Rubbish bins provided by Townsville Markets for public use must not be used for the disposal of vendors' commercial waste.
30(e) Vendors are encouraged to maintain a suitable small rubbish bin or other waste collection arrangement within their stall.
30(f) Vendors must not leave commercial waste, bulk rubbish, packaging or other discarded materials at the venue.
30(g) Vendors must not discharge or dispose of wastewater, cooking oil, grease, chemicals or other liquids onto the ground, into stormwater drains, gardens, toilet facilities or any other unauthorised location.
30(h) All liquid waste generated by a vendor's activities must be appropriately contained and removed from the event premises for lawful disposal.
30(i) Vendors must promptly address spills or contamination associated with their activities and take reasonable steps to prevent injury, damage or further contamination.
30(j) Significant spills, contamination or other hazards must be reported to a Market Coordinator as soon as reasonably practical.
30(k) Vendors must promptly report damage to venue property, infrastructure, equipment or other stalls that they cause, witness or discover, particularly where the damage may create a safety concern.
30(l) Reporting damage does not, by itself, constitute an admission of responsibility.
30(m) Where damage occurs, Townsville Markets may document the circumstances, collect relevant evidence and assess responsibility based on the available information and applicable law.
30(n) Vendors may be responsible for reasonable repair, replacement, cleaning or waste-removal costs arising from damage or failures attributable to their activities or persons acting on their behalf, to the extent permitted by law.
30(o) Failure to leave a site clean and free of rubbish may constitute a breach of these Terms.
30(p) Where Townsville Markets incurs reasonable additional cleaning or waste-removal costs directly attributable to a vendor's failure to comply with these requirements, Townsville Markets may seek recovery of those costs from the responsible vendor, subject to applicable law.
30(q) Toilet facilities must be used only for their intended purpose. Vendors must not dispose of food waste, cooking oil, grease, chemicals, wastewater or other inappropriate materials through toilets or associated plumbing.
30(r) Vendors must remove all equipment, products, structures and personal belongings from the venue unless storage has been expressly authorised.
30(s) Where equipment or belongings are left behind, Townsville Markets will make reasonable efforts, where practical, to identify or contact the owner.
30(t) Townsville Markets does not undertake to provide indefinite storage of abandoned or forgotten equipment. Any handling or disposal of unclaimed property will be subject to applicable law and the circumstances.
30(u) These cleaning, waste and property requirements apply to all participating stalls, including community, promotional, fundraising and fee-exempt stalls.

**31. Feedback, Enquiries and Complaints**
31(a) Townsville Markets welcomes enquiries, feedback, compliments and complaints concerning its events and operations.
31(b) Feedback and complaints should ordinarily be submitted through the official Feedback, Enquiries & Complaints process available through TownsvilleMarkets.com.
31(c) Vendors may raise genuine concerns about event operations, decisions, safety, conduct or other matters without being penalised merely for making a complaint in good faith.
31(d) Complaints will be considered in accordance with the separate Townsville Markets Feedback, Enquiries & Complaints Policy.
31(e) Vendors are expected to provide accurate information and cooperate reasonably with enquiries relevant to their own conduct or activities.
31(f) A complaint about another vendor does not automatically establish that the vendor has breached these Terms.

31(g) Where a complaint may result in adverse action, Townsville Markets will ordinarily provide the affected vendor with a reasonable opportunity to respond, where practical and appropriate.
31(h) Immediate action may be taken where reasonably necessary to address safety concerns, serious misconduct or other urgent circumstances.
31(i) Complaints concerning a Market Coordinator will be handled in accordance with the separate complaints policy, including appropriate consideration of conflicts of interest.
31(j) Urgent safety concerns and emergencies should be reported immediately rather than waiting for the online complaints process.

**32. Online and Social Media Conduct**
32(a) Vendors are free to express opinions, provide feedback and make genuine complaints about Townsville Markets, including through online reviews and social media.
32(b) Vendors must not engage in threats, harassment, intimidation, unlawful disclosure of personal information or other unlawful conduct through online platforms.
32(c) Vendors must not knowingly publish false factual allegations about other vendors, Market Coordinators, venue representatives or members of the public.
32(d) Good-faith criticism, disagreement or negative feedback does not, by itself, constitute a breach of these Terms.
32(e) Vendors are encouraged to raise operational concerns directly through the official feedback and complaints process where appropriate.
32(f) Townsville Markets may take proportionate action where online conduct constitutes serious misconduct, harassment, threats or another breach of these Terms.

**33. Breaches and Enforcement**
33(a) Townsville Markets may take appropriate action where a vendor breaches these Terms, the applicable Event Guidelines, relevant laws or reasonable directions issued by Market Coordinators.
33(b) The action taken will depend on the nature, seriousness and circumstances of the breach.
33(c) Possible actions may include: Verbal advice or a request to rectify an issue. A formal warning. A direction to modify, relocate or discontinue an activity. A requirement to remove unsafe equipment or structures. Restrictions on trading. Suspension of vendor approval. Cancellation of a booking. Withdrawal of Permanent Vendor status. Removal from an event. Withdrawal of vendor approval.
33(d) Where practical and appropriate, vendors will ordinarily be given an opportunity to rectify minor issues before more serious action is taken.
33(e) Townsville Markets may take immediate action where a breach involves serious safety concerns, threats, aggression, unlawful activity, significant disruption or other circumstances requiring urgent intervention.
33(f) Failure to comply with reasonable safety or operational directions may itself constitute a breach of these Terms.
33(g) Townsville Markets may document relevant directions, incidents, warnings, corrective actions and vendor responses.
33(h) Where a vendor refuses to comply with a reasonable direction, Townsville Markets may consider that refusal when determining further action.
33(i) Enforcement decisions will be made reasonably and proportionately, taking into account relevant evidence and circumstances.
33(j) Where practical and appropriate, affected vendors will be informed of the reasons for significant enforcement decisions.
33(k) A vendor may seek review of an enforcement decision through the applicable Feedback, Enquiries & Complaints process.
33(l) Where a venue operator, emergency service, police officer or other authorised person lawfully requires a vendor's exclusion or removal, Townsville Markets may be unable to permit that vendor to continue trading.
33(m) Enforcement action under these Terms does not determine legal liability, which remains subject to the circumstances and applicable law.

**34. Responsibility and Liability**
34(a) Vendors participate in Townsville Markets events as independent businesses, organisations or stallholders and remain responsible for their own operations.
34(b) Vendors are responsible for the safety, legality, suitability and operation of their products, services, equipment, structures and activities.
34(c) Vendors remain responsible for persons acting on their behalf, including employees, contractors, family members and helpers.
34(d) Vendors are responsible for taking reasonable precautions to protect their own property, equipment, stock and belongings.
34(e) Townsville Markets does not guarantee sales, customer attendance, profitability, particular trading conditions or the availability of a preferred site.
34(f) Townsville Markets is not responsible for losses arising solely from a vendor's own equipment failure, inadequate preparation, failure to comply with applicable requirements or other circumstances attributable to that vendor, except to the extent responsibility cannot lawfully be excluded.
34(g) Market Coordinator involvement in site allocation, safety directions, incident management or other operational matters does not transfer responsibility for a vendor's own business operations to Townsville Markets.
34(h) Responsibility for injury, loss or damage will depend on the relevant circumstances, evidence and applicable law.
34(i) Vendors may be responsible for loss or damage caused by their actions or those of persons acting on their behalf, to the extent established under applicable law.
34(j) Nothing in these Vendor Guidelines, Terms & Conditions is intended to exclude, restrict or modify any right,

guarantee, obligation or liability that cannot lawfully be excluded, restricted or modified.

**35. Communications, Privacy and Changes to These Terms**

35(a) Townsville Markets may communicate with vendors through email, its website, vendor portal, telephone or other established communication channels.

35(b) Vendors are responsible for maintaining current contact information and monitoring communications relevant to their approval, bookings and event participation.

35(c) Important operational information, including event changes, payment deadlines, site allocations and compliance requirements, may be communicated electronically.

35(d) Townsville Markets will handle personal information in accordance with its separate Privacy Policy and applicable legal requirements.

35(e) Vendor information may be used for legitimate purposes associated with applications, approvals, bookings, event operations, safety, incident management and communications.

35(f) Townsville Markets may update these Terms where reasonably necessary to reflect changes in operations, safety requirements, legal obligations or event arrangements.

35(g) Material changes will be communicated through appropriate channels.

35(h) The current version of these Terms will be made available through TownsvilleMarkets.com.

35(i) Vendors are responsible for reviewing the Terms and Event Guidelines applicable to their participation.

35(j) Any changes to these Terms remain subject to applicable law and do not retrospectively remove rights or remedies that cannot lawfully be altered.

**36. Acceptance**

36(a) By submitting a vendor application, making a booking or participating in a Townsville Markets event, a vendor acknowledges that they have been provided with, or given access to, these Terms.

36(b) Vendors must read and accept the applicable Terms and Event Guidelines as part of the relevant application or booking process.

36(c) Vendors agree to comply with these Terms, applicable Event Guidelines and reasonable directions issued by authorised Market Coordinators.

36(d) Vendors acknowledge that approval to participate is conditional upon maintaining the required documentation, insurance, licences and compliance standards.

36(e) Vendors acknowledge that failure to comply may result in action under Section 33.

36(f) Acceptance of these Terms does not remove or restrict any rights or obligations that cannot lawfully be excluded.