

# Market Regulations

These Regulations apply to all Stallholders who are approved to trade at any Market operated by Blue Sky Events Pty Ltd. Compliance with these Regulations and the Stallholder Information included on the Website is a condition of such approval. The Stallholder acknowledges and accepts that in submitting an Application that the Manager may alter any rule or term of the Regulations, or make additional rules and terms, from time to time, by posting a notice of a change to the Regulations on the Website.

A Stallholder is approved to Trade at the Market when it has submitted an Application to the Manager and has received written confirmation from the Manager that its Application has been approved for a specific Market as indicated but subject to any special conditions or restrictions noted by the Manager in the written confirmation.

## Definitions

In these Regulations:

**Application** means any document or written correspondence (including in electronic format) that has been submitted by a Stallholder when applying to the Manager for approval to Trade at the Market and any updated Application completed by the Stallholder from time to time.

**Approved Products** means those goods and services for which the Manager has granted to the Stallholder approval to offer for sale and sell at the Market. Such goods and services must be described in the Application. The Manager reserves the right to provide approval to a limited selection of the goods and services described in the Application or to revoke approval or otherwise alter the goods or services permitted to be sold at the Market at any time.

**Code of Conduct** means the Code of Conduct included on the Website.

**Manager** means Blue Sky Events Pty Ltd (A.C.N. 083 859 616), its employees, staff, and officers which has the licence or permission to control, operate and regulate the Market including the authority to grant or withhold approval to any person/s or legal entity to attend, occupy or undertake Trading Activity at a Stall at the Market.

**Market** means the specific Market/(s) nominated by a Stallholder in the Application and subsequently indicated by the Manager when confirming that an Application has been approved..

**Marquee, tent or umbrella** means any covered structure that is erected within the boundaries of a Stall or otherwise occupied by a Stallholder at the Market.

**Regulations** means the terms and conditions in in this document and the Stallholder Information, as amended from time to time.

**Site Manager** means the person/persons appointed by the Manager to manage the Market on a trading day.

**Stall** means an area within the Market that is designated by the Manager for the purposes of Trading Activity by a Stallholder. This area will usually be indicated as that space defined by a perimeter. Any alternative area will be defined by the Manager and indicated the Stallholder as a condition of approval.

**Stallholder** means a person, persons or legal entity and their employees, staff, agents or representatives that have been granted approval by the Manager to occupy a Stall and undertake Trading Activity at the Market.

**Stallholder Information** means the site specific information that is detailed on the Website as a page or document titled 'Stallholder Information' or 'Stallholder Info'.

**Stall Fee** means the amount charged by the Manager and payable by the Stallholder as consideration for the approval of the Application . The Stall Fees are included on the Website.

**Trade at the Market** means occupy a stall and undertake Trading Activity

**Trading Activity** means activity where goods or services are offered for sale, sold or promoted; or activity undertaken with the aim of promoting or increasing awareness of the Stallholder or the Stallholder's products and/or services.

**Traffic Plan** means the Traffic Plan included on the Website and as amended from time to time.

**Website** means the internet address that is controlled by the Manager and which pertains to each specific Market the Manager has the licence or permission to control, operate and regulate.

**Words** in the singular include plural and in the plural include the singular. Where there is more than one person, partner or legal entity noted on these Regulations then these Regulations shall apply jointly and severally.

## APPROVED PRODUCTS

- A Stallholder may only offer for sale Approved Products.
- To vary the Approved Product/s, a Stallholder must submit:
  - a new Application that describes the proposed new product/s to the Manager; or
  - submit a completed Application for Changes to Product Sold Form.
- The Manager will advise the Stallholder in writing as to whether its application has been successful or not.
- The Manager may cancel a Stallholder's approval to occupy a Stall at the Market if the merchandise offered for sale is substantially different from the Approved Product.
- The Manager has the right to reject applications and not to enter into correspondence or provide the reasons for its decisions.
- Stallholders must not offer for sale offensive, illegal, prohibited, counterfeit or goods for which the Stallholder does not have a legal right to sell.
- If food of any description is sold by a Stallholder, then that Stallholder is required to comply with relevant local government and other statutory laws and regulations.
- Products that may not be offered for sale or sold at the Market include goods bearing registered trademarks, which are not genuine products; Stallholders must not offer for sale products or services of an 'adult' nature (including restricted publications; products associated with the illegal use of drugs; products not in accordance with the relevant Australian Standards and other products notified by the Manager to a Stallholder from time to time).

## EQUIPMENT

- It is the Stallholder's responsibility to ensure that all equipment brought to the Market by the Stallholder is erected securely and is operated in a safe manner prior to the commencement of trade.
- All Stall equipment including racks, tables, equipment, signage; etc must be located within the boundaries of the Stall. Public areas including access and pedestrian ways must be kept clear at all times.

## GUARANTOR'S OBLIGATIONS

- The Guarantor of a Stallholder other than a natural person unconditionally and irrevocably guarantees to the Manager the due and punctual performance and observance of the Stallholder to the terms and conditions of these Regulations

## INSURANCE

- A Stallholder must have in place a public and product liability policy with a minimum of \$10,000,000 cover in the Stallholder's name with the Manager's interest noted if the Stallholder offers for sale any of:
  - second hand electrical goods and toys
  - cosmetics and beauty products
  - medicines, potions, oils, fragrances and soaps
  - massage, manipulation of muscle, chiropractic or similar
  - hot food
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## POWER & EQUIPMENT REQUIREMENTS

- If power is available at the Market, Stallholders must ensure that all electrical equipment and leads utilised by the Stallholder at the Stall must be tagged in compliance with relevant workplace laws and regulations and such tags must be available for inspection at all times.

## STALLS

- The Stallholder acknowledges that the Manager's consent to the Stallholder to occupy a Stall at the Market may not be assigned to any other person and does not convey any right to any particular location for a Stall. Stallholders must locate their Stalls as directed by the Manager who is authorised to determine and change the layout for Stalls at any time.
- The Stallholder must ensure that all Trading Activity is undertaken within the boundaries of the Stall.
- The Stallholder may request from the Manager permission to utilise extra space at the Market and if the request is granted, the Manager reserves the right to charge an additional Stall Fee in respect of the additional space.

### **SET UP AND PACK UP**

- Stallholders must strictly comply with a Market hours of Set up and Pack up are outlined on the Website and the Manager may refuse a Stallholder permission to occupy a Stall at the Market on the day of any non compliance.
- Stallholders must at all times abide by the instructions of the Manager & staff in relation to traffic control.
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### **SIGNAGE**

- Stallholders must not erect any advertising display or signage unless the Stallholder has received the Manager's prior approval to display such advertising display or signage.

### **STALL FEES**

- Stall Fees and the method of payment are outlined on the Website.
- Stall Fees are not refundable.
- No credits or refunds are issued in the case of bad weather.

### **TRADING HOURS**

- Trading Activity is permitted only during the Trading Hours detailed on the Website.
- All stalls must be set up and ready to trade at the commencement of the Trading Hours.
- The Stallholder must trade for the full duration of the Market's Trading Hours.
- Stallholders must cease trading and commence packing at the end of the Trading Hours.
- Stallholders who have booked a Stall and pre-paid their Stall Fee shall be entitled to a Stall only until the Commencement of Trading Hours. Stallholders who have not occupied their Stall by this time may forfeit their stall booking, will not be entitled to any credit or refund of stall fees and the Manager reserves the right to allocate the Stall to another Stallholder.

### **VEHICLE & TRAFFIC CONTROL**

- Stallholders must comply with the terms of the Market's Traffic Plan (as amended from time to time) and must abide by the instructions of the Manager & staff regarding the movement and parking of vehicles at the Market, on the public roads and in areas within the immediate vicinity of the Market.
- The speed limit for vehicles in a Market is 5kph at all times.
- Stallholders must comply with local traffic rules and regulations on the public roads and in areas in the immediate vicinity of the Market and must not park illegally, double park in traffic lanes, park in driveways, queue across traffic intersections, undertake illegal U turns or traffic manoeuvres, or otherwise hinder traffic in the streets surrounding the Market during set up or pack times

### **WASTE MANAGEMENT**

- Stallholders must remove from the Market all garbage, waste, litter and other rubbish that the Stallholder has either brought onto the Market or obtained at the Market.
- Stallholder must not dispose of litter in the garbage bins provided at the Market for the disposal of litter by the general public.

### **WEATHER**

- The Market may operate in varying weather conditions and a Stallholder bears the risk of inclement weather conditions
- The Stallholder is responsible for the supply of covers and other equipment for the purpose of protection in inclement weather conditions.
- If the Market proceeds in inclement weather conditions, it is solely at a Stallholder's discretion as to whether the Stallholder will set up, commence, continue trading, cease trading, or pack up on the day.
- The Manager is not liable for any loss, damage or injury whatsoever resulting from inclement weather conditions or any decision in relation to the continuation or cessation of trade during inclement weather conditions.

### **MANAGER'S EXCLUSION OF LIABILITY**

The Stallholder acknowledges and agrees that the Manager makes no warranty or representation in relation to or in connection with the Stallholder's occupation or use of the Market. Without limitation, the Stallholder acknowledges and agrees that the Manager 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 sold at the Market that will compete with the Approved Products
- 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 Manager; or
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- the existence or extent of any security at the Market.

### **MANAGER'S REPRESENTATIONS**

The Manager's approval to the Stallholder to trade at the Market does not convey to the Stallholder any ongoing rights in relation to the Market and such approval may be terminated by the Manager at any time in writing and without any period of notice.

The Manager 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 good or service offered by the Stallholder which are not Approved Products; or
- request that the Stallholder undertake any reasonable measure which in the opinion of the Manager will improve the safety of the Stall

### **MANAGER'S RIGHT OF TERMINATION**

The Manager reserves the right to withhold or cancel and approval to a Stallholder to Trade at the Market, to remove or to 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 Traffic Plan;
- fails to limit the products offered for sale to Approved Products;
- commits a criminal act at the Market; or
- behaves in a manner that breaches the Market's Code of Conduct or otherwise behaves in a manner that the Manager considers is inappropriate or may bring the Market into disrepute.

### **STALLHOLDER INDEMNITY**

Without limitation the Stallholder hereby indemnifies and holds the Manager 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 the Manager as a result of the Stallholder's breach of these Regulations.

### **STALLHOLDER'S OBLIGATIONS & RESPONSIBILITIES**

The Stallholder agrees that at any time while the Stallholder is at the Market, it will:

- comply with any direction given by the Manager's staff in relation to the operation and occupation of their stall, equipment, goods and vehicle during set up and pack up out activities and any direction of a security or safety nature;
- ensure that its activities do not endanger the safety or security of any people at the Market;
- not cause any damage, make alterations or additions of any nature to, or carry out any works of any nature to equipment supplied to the Stallholder and that, if any such damage is caused, the Stallholder will bear the cost of repair or making good or replacement;
- leave the site in the condition in which it was before the stall was set up for the day and that if any damage is caused to the site, then the Stallholder will bear the cost of making good;
- not operate or use any amplified sound equipment of any nature without the express permission of the Manager;

- keep the Market and its immediate surrounds clean, tidy, presentable and free from waste and rubbish;
- ensure that nothing is done at the Market which is illegal, obscene, offensive, dangerous or otherwise creates a nuisance or causes damage, disturbance, annoyance, injury or obstruction to any owner, occupier or user of any nearby land or premises or any other Stallholder;
- immediately report to the Manager any incident or accident to any person or property that involves loss or could be expected to give rise to a Claim;
- ensure that any accident involving any injury to any person, or any loss of or damage to any property within the Market (including any defect, failure or lack of repair at the Market) which may give rise to a danger or risk to others, is immediately reported directly to the Manager;
- vacate the Market immediately after being requested to do so by the Manager;
- not use the Market for any purpose other than the display and sale of Approved Products; and
- not place or affix any product or signage to any permanent building, structure, play apparatus or vegetation.

Stallholders are responsible and is liable for the:

- safety of all equipment brought by the Stallholder to the Market;
- safety of their employees, staff, agents or representatives that may occupy the Stallholder's Stall; and
- cost of all repairs or replacement of any items belonging to the Manager that is damaged by the Stallholder

The Stallholders acknowledges that the Manager may revoke the Stallholder's approval to Trade at the Market in the case that the Stallholder fails to comply with the obligations detailed above.

### **STALLHOLDER WARRANTIES & REPRESENTATIONS**

The Stallholder gives the following warranties and representations on which the Manager relies:

- the Stallholder has the legal and/or beneficial ownership of the Approved Products without any encumbrance;
- the Stallholder has not relied on any representation or statement made by the Manager in deciding whether to seek an approval for a Stall from the Manager.
- the Stallholder has all relevant permits required to operate the Stallholder's business and that all Approved Products sold comply with all relevant safety and compliance standards and retail laws currently in force;
- the Stallholder will not bring into the Market any hazardous materials or substances; and
- the Stallholder will comply with the terms of these Regulations and any changes to the Market Regulations and any relevant local government and other statutory requirements.

Without limitation, the Stallholder acknowledges and agrees the Manager 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 and such products, equipment, good and property are stored overnight in a Marquee, tent or umbrella supplied by the Manager;
- any failure by the Stallholder to sell the Approved Products;
- any journey of the Stallholder from or to the Market; or
- damage or injury to any property or person.