



# Davies Park Market Regulations

All Stallholders are granted consent to Trade at the Market on the condition that they agree to and abide by the terms and conditions of these Regulations.

## Definitions

In these Regulations:

**Application Form** includes a Registration Form or any other form/s that has been completed by a Stallholder when applying to the Manager for consent to trade at the Market and may include any updated forms completed by the Stallholder from time to time. Such forms may include any electronic documents that are available on the Website or have been forwarded to the Stallholder by electronic mail.

**Approved Products** means those goods and services for which the Manager has granted to the Stallholder consent to offer for sale and sell at the Market. Such goods and services must be described in the Application Form. The Manager reserves the right to provide consent to a limited selection of the goods and services described in the Application Form and shall advise the Stallholder accordingly.

**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. The Manager has the licence to control, operate and regulate the Market which includes the authority to grant or withhold consent to any person/s or legal entity to attend and occupy a Stall at the Market.

**Market** means the areas within Davies Park including roadways which are designated for the purpose of conducting Trading Activity or any other area in Australia which the Manager has the lease or licence to control, operate and regulate as a market or a place where Trading Activity may be undertaken. The Market includes any car parking areas and areas of access to or egress from the Market.

**Marquee** means any tent or covered structure that is erected within a Stall.

**Regulations** means the terms and conditions included in this document, 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 to the Stallholder as a condition of consent.

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

**Stall Fee** means the amount charged by the Manager and payable by the Stallholder as consideration for the opportunity provided by the Manager to the Stallholder to undertake Trading Activity at the Market. 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 Davies Park Market Traffic Plan included on the Website and as amended from time to time.

**Website** means the Website with the following address: [www.daviesparkmarket.com.au](http://www.daviesparkmarket.com.au)

**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 Form that describes the proposed new product/s to the Manager. Or may complete a form titled Application for changes to Product Sold. The Manager will subsequently review the Form and advise the Stallholder in writing as to whether their 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.
- In order to ensure variety and a limited number of stalls in each product category at the Market, the Manager reserves the right to reject applications and not to enter into correspondence or otherwise explain the reasons for its decisions.
- Stallholders are not permitted to sell offensive, illegal, prohibited, counterfeit or unauthorised goods including goods bearing trademarks for which the Stallholder does not have a license to sell.



- If food of any description whatsoever 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; items and services of an 'adult' nature which are not suitable for a public forum; items associated with the illegal use of drugs; items not in accordance with the relevant Australian Standards; and other items 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 has been erected securely, is operated in a safe manner and has been ballasted against strong winds prior to the commencement of trade.
- All stall equipment including racks, tables, equipment, signage; etc must be located within stall site boundaries. Public access ways must be kept clear at all times and Stallholders must cooperate with the Manager in ensuring that an appropriate corridor is maintained along the pedestrian pathways.

#### **GUARANTOR'S OBLIGATIONS**

- The Manager will not permit a Stallholder to attend the Market if the Stallholder is anyone other than a natural person unless a Guarantor, approved by the Manager, is also a party to it. In other words, stallholders who trade through a company structure must also agree to be noted as a Guarantor.
- In consideration of the Manager permitting the Stallholder to trade at the Market, the Guarantor unconditionally and irrevocably guarantees to the Manager the due and punctual performance and observance of the Stallholder's the terms and conditions of these Regulations

#### **INSURANCE**

- The Manager has taken out public liability insurance for the amount of \$20,000,000.00 on behalf of the Stallholders with a \$5,000.00 excess. A copy of the terms of the Market Insurance Policy is available by a written request by the Stallholder addressed to the Manager.
- The Manager reserves the right to offer a discounted Stall Fee to Stallholders who have their own insurance policy. Stallholders are required to evidence any public liability policy they hold in order to be eligible for the discounted Stall Fee rate. The policy in this regard is: "No Paperwork – No Discount".

#### **POWER & EQUIPMENT REQUIREMENTS**

- 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 from time to time.
- The Stallholder must ensure that all Trading Activity is undertaken within the boundaries of the Stall. The boundary of a stall does NOT include any area located outside of the perimeter of a Marquee which may be located under an awning that is connected to a Marquee.
- 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**

- The hours of Set up and Pack up are outlined on the Website.
- Stallholders must abide by the instructions of the Manager & staff in relation to traffic control.
- In the interests of Occupational Health & Safety, Stallholders must strictly comply with specific times in relation to the set up and pack up of the Market. Setting up and packing up a Stall outside of the designated times may be hazardous to other persons and, as such, a failure to observe and comply with the time restrictions for set up and pack up is considered to be a major breach of the Stallholder's obligations and the Manager reserves the right to refuse the offending Stallholder permission to occupy a Stall at the Market on the day of the infringement and on any future date.



#### **SIGNAGE**

- Stallholders may not erect any advertising display or signage unless the Stallholder has received the Manager's consent 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 during the Trading Hours detailed on our Website.
- All stalls must be set up and ready to trade at the commencement of the Trading Hours.
- It is the responsibility of the Stallholder to continue trading for the full duration of the Market's Trading Hours.
- Stallholders must cease trading and commence packing at the end of the Trading Hours and must ensure they are off site in accordance with the Bylaws.
- 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.
- Vehicles to drive within Market at 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 are required to remove from the Market on leaving, all garbage, waste, litter and other rubbish that the Stallholder has either brought onto the Market or obtained at the Market. The garbage bins provided at the Market are for the purpose of the disposal of litter by the general public and are not available for the disposal of Stallholder's waste or packaging materials.
- At the end of the day's trading, the Stallholder is required to clean their site and ensure that it is clear of discarded rubbish and waste materials.
- Any stallholder found to be utilising the Market rubbish bins for the removal of the Stallholder's waste or packaging material shall be requested to discontinue such activity and may incur a waste fee. Stallholders may be refused permission to occupy a stall if this activity continues persists and appropriate warnings have been given by the Manager.

#### **WEATHER**

- The Market may operate in varying weather conditions. You should not apply for a stall unless you are prepared to take the risk on weather
- It is the responsibility of the Stallholder to bring their own covers and other equipment for the purpose of protection in adverse weather conditions.
- If the Market proceeds in the case of inclement or adverse 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. Except in the case of extreme weather conditions, the Stallholder must advise the Site Manager of their intention to cease trading and pack up.
- The Manager will not be held responsible for any loss, damage or injury whatsoever resulting from adverse 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 limiting the generality of this clause, 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 that will compete with the Approved Products for the attention of prospective buyers;
- the existence or extent of services and/or facilities of any kind at the Market;
- the position within the Market that the Stallholder will occupy;
- the suitability of the Market for any particular purpose or the existence of any latent or patent defect at the Market;
- the extent, if any, to which other visitors to the Market might interfere with the Stallholder's use of the Market;
- the existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the Manager;
- the existence or extent of any security measures undertaken to protect the Stallholder, the Approved Products and/or the Market against terrorist or other criminal activity; or
- the existence or extent of any security at the Market.

### **MANAGER'S REPRESENTATIONS**

The Manager's consent to the Stallholder to trade at the Market does not convey to the Stallholder any ongoing rights in relation to the Market into the future and such consent can 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 consent 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

### **STALLHOLDER INDEMNITY**

Without limiting the generality of any other provision of these Regulations, 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, the Stallholder will:



- respond co-operatively to 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 their 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 costs of any repairs, making good or replacement are borne by the Stallholder;
- 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 costs of making good shall be borne by the stallholder;
- 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;
- 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 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 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

#### **STALLHOLDER WARRANTIES & REPRESENTATIONS**

The Manager permits the Stallholder to attend the Market in reliance on the following warranties and representations hereby made by the Stallholder:

- the Stallholder is the owner of the Approved Products with full power and capacity to sell absolute legal and beneficial ownership of the Approved Products to a third party without any encumbrance;
- the Stallholder is not in reliance on any representation or statement made by the Manager that is not expressly contained in these Regulations
- the Stallholder is responsible for obtaining all relevant permits and permits required to operate the Stallholder's business and that all merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force;
- the Stallholder does not bring into the Market any hazardous materials or substances; and
- the Stallholder will comply with all of the terms contained in these Regulations and will comply with any changes to the Market Regulations, or any relevant local government and other statutory laws and Regulations.

Without limiting the generality of these terms, 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 supplied by the Manager;
- any failure by the Stallholder to sell the Approved Products;
- any journey from or to the Market; or
- damage or injury to any property or person.