Market Regulations

These Regulations apply to all Stallholders who are approved and authorised by the Manager to trade at a Market operated by the Manager. Upon submitting an Application, a Stallholder agrees to the terms of these Regulations and the Stallholder Information included on the Website and also agrees that the Manager may amend or make add to these Regulations 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 authorisation 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 authorisation.

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 this document and the Stallholder Information upon which the Stallholder occupies and uses a Stall, 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 and authorisation by the Manager to use 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.

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.

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ASSIGNMENT

- A Stallholder may not assign, sublicense or otherwise deal with a Stall. In the event of such assignment, sublicense or dealing, we reserve the right to cancel your approval to Trade at the Market.
- Occupation and/or use of a Stall does not confer upon a Stallholder any estate, interest or any form of legal or equitable tenancy or other tenure in the Stall or any part of it or imply any future legal right(s)or license(s).

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
    - a written request to the Manager to change the Approved Products.
- The Manager will advise the Stallholder in writing as to whether its application or request has been successful or not.
- The Manager may cancel a Stallholder's approval to Trade at the Market if the merchandise offered for sale is other than the Approved Products.
- The Manager has the right to reject applications or requests and not to enter into correspondence or provide the reasons for its decision.
- 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 relating to the storage and sale of food.
- 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 plant and equipment including but not limited to any Marquee, tent or umbrella, brought to or used in the Market by the Stallholder is operated in accordance with the manufacturer's specifications and recommendations and otherwise in a safe manner at all times.
- All Stall equipment including racks, tables, signage, etc. must be located within the Stall. Public areas including access and pedestrian ways must be kept clear at all times.

GUARANTOR'S OBLIGATIONS

- The Guarantor of a Stallholder unconditionally and irrevocably guarantees to the Manager the due and punctual performance and observance by the Stallholder of these Regulations.

INSURANCE

- A Stallholder must have in place a public and product liability policy with a minimum of $10,000,000 cover for each insurable event 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 Services
    - Food Products (Hot or Cold)
- The Stallholder acknowledges that the Manager has public liability insurance for the amount of $20,000,000.00 with a $5,000.00 excess for uninsured Stallholders, other than the Stallholders who are required to have insurance under these Regulations. A copy of the terms of this insurance is available on written request by the Stallholder to the Manager. If the Manager is indemnified under this insurance consequent on an act or omission of an uninsured Stallholder, the uninsured Stallholder must reimburse the Manager the $5,000.00 excess on demand.
- The Manager reserves the right to offer a discounted Stall Fee to Stallholders who have their own public liability insurance with a minimum of $10,000,000 cover for each insurable event in the Stallholder's name with the Manager's interest noted. Stallholders are required to evidence to the satisfaction of the Manager of any such public liability policy they hold in order to be eligible for the discounted Stall Fee rate.

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MANAGER'S RIGHTS

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 has the right to withhold or cancel an 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 these Regulations, including but not limited to 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 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; or
- purports to assign or sublicense a Stall or
- fails to comply with its obligation relating to vehicle and traffic control.

The Manager has 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

SIGNAGE

- Stallholders must not erect any advertising display or signage unless the Stallholder has received the Manager's prior authorisation which may be withheld in the Manager's absolute discretion.

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 unless the Stallholder Information includes additional terms that qualify this condition.
- If a Stallholder who has pre-paid their Stall Fee has not occupied their Stall by the Commencement of Trading Hours, then that Stallholder forfeits their Stall Fee and the Manager has the right to allocate the Stall to another Stallholder.

STALLHOLDER INDEMNITY

Without limitation the Stallholder hereby indemnifies and holds the Manager harmless from and against all claims for loss or damage arising in connection with or in relation to:

- the Stallholder's attendance of the Market and use of a Stall;
- 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.

Without limitation, the Stallholder acknowledges and agrees the Manager is not liable for any claim for loss or damage suffered or incurred by the Stallholder in relation to or in connection with:

- theft or damage of Approved Products, equipment or goods of or 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;

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STALLHOLDER OBLIGATIONS & RESPONSIBILITIES

The Stallholder agrees that at all times at the Market, it will:

- comply with any direction given by the Manager in relation to the operation and use of a Stall, equipment, goods and vehicles 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 person;
- 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;
- 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; or
- vacate the Market immediately after being requested to do so by the Manager.

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 authorisation 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 retails laws currently in force;
- the Stallholder will not bring into the Market any hazardous materials of substances; and
- the Stallholder will comply with the terms of these Regulations and any relevant local government and other statutory requirements.

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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.

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