

# Stallholder Terms & Conditions

In order to gain admission to trade at the Woodgate Arts In Spring Market Day (the Market), all prospective traders and stallholders (Stallholders) must submit an application form and have received confirmation in writing of admission and product approval.

These Regulations apply to all Stallholders who are approved to trade at any Market operated by Woodgate Community Events Incorporated. They are operated by the authorised staff and management of Woodgate Community Events Incorporated (the Manager). It is a condition of such approval that the Stallholder accepts and complies with these Regulations.

1. Stallholders must provide everything they need to set up their stall, display their goods and provide shade. 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 secured against strong winds prior to the commencement of trade. In the event that ropes and pegs are used, only the use of a rubber mallet is permitted and specifically not a metal hammer.
2. 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.
3. New products may not be offered for sale until the written approval of the Manager has been received by the Stallholder. 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.
4. Stallholders must provide their own Public Liability Insurance and provide proof of cover at each market they attend.
5. 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.
6. Stall fees are not refundable. No credits or refunds are issued in the case of bad weather.
7. 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.
8. 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 Stallholders' waste or packaging materials.
9. The Market may operate in varying weather conditions. It is the responsibility of the Stallholder to bring their own covers and other equipment for the purpose of protection in

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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. 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 or any decisions it makes in relation to the continuation of trade during adverse weather conditions.

10. 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:

10.1. the prospects of the Stallholder for selling the Approved Products at the Market;

10.2. the Stallholder's access to people visiting the Market or the access those people have to the Stallholder;

10.3. the existence, number or quality of products that will compete with the Approved Products;

10.4. the existence or extent of services and/or facilities of any kind at the Market;

10.5. the position within the Market that the Stallholder will occupy;

10.6. the suitability of the Market for any particular purpose or the existence of any latent or patent defect at the Market;

10.7. the extent, if any, to which other visitors to the Market might interfere with the Stallholder's use of the Market;

10.8. the existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the Manager;

10.9. 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; the existence or extent of any security at the Market.

11. The Manager's consent to the Stallholder to trade at the Market does not convey to the Stallholder any on-going 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:

11.1. re-locate a Stallholder to another stall within the Market;

11.2. require the Stallholder to remove from sale any good or service offered by the Stallholder which are not Approved Products;

11.3. request that the Stallholder undertake any reasonable measure which in the opinion of the Manager will improve the safety of the stall.

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12. 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 but not limited to the following:

- 12.1. where a Stallholder: fails to pay their stall fee in a timely manner;
- 12.2. fails to abide by the Market's set up or pack up conditions;
- 12.3. fails to abide by the Market's Trading Hours;
- 12.4. fails to abide by the terms and conditions of the Market's Traffic Plan;
- 12.5. fails to limit the products offered for sale to Approved Products;
- 12.6. commits a criminal act at the Market;
- 12.7. 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 in disrepute.

13. 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:

- 13.1. the Stallholder's occupation of the Market;
- 13.2. the sale or attempted sale of the Approved Products or any other products or services;
- 13.3. any injury or harm suffered by the Stallholder;
- 13.4. 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;
- 13.5. any loss of or damage to the Stallholder's property regardless of the cause of that loss or damage;
- 13.6. the death of any person as a consequence, in whole or in part, of any act or omission by the Stallholder;
- 13.7. any breach of these Regulations by the Stallholder;
- 13.8. the Manager's legal costs on a full indemnity basis incurred as a result of the Stallholder's breach of these Regulations.

14. The Stallholder agrees that at any time while the Stallholder is at the Market the Stallholder will:

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14.1. 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 and to any direction related to occupational health & safety;

14.2. ensure that their activities do not endanger the safety or security of any people at the Market;

14.3. 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 will be borne by the Stallholder;

14.4. clear away all rubbish and leave the site in the condition in which it was before the stall was set up and that if any damage is caused to the site, the costs of making good shall be borne by the Stallholder;

14.5. not operate or use any amplified sound equipment of any nature without the express permission of the Manager;

14.6. keep the Market and its immediate surrounds clean, tidy, presentable and free from waste and rubbish;

14.7. 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;

14.8. 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;

14.9. 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;

14.10. vacate the Market immediately after being requested to do so by the Manager;

14.11. 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.

15. Stallholders are responsible for the:

15.1. safety of all equipment brought by the Stallholder to the Market;

15.2. safety of their employees, staff, agents or representatives that may occupy the Stallholder's stall;

15.3. cost of all repairs or replacement of any items belonging to the Manager that is damaged by the Stallholder.

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

16.1. 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;

16.2. the Stallholder is not in reliance on any representation or statement made by the Manager that is not expressly contained in these Regulations;

16.3. 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 retail laws currently in force;

16.4. the Stallholder will not bring into the Market any hazardous materials or substances;

16.5. 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.

17. Without limiting the generality of these terms, the Stallholder acknowledges and agrees that the Manager is not liable for any Claim or Loss suffered or incurred by the Stallholder in relation to or in connection with:

17.1. 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;

17.2. 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.

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