

# THE VILLAGE MARKETS

ART, DESIGNER, VINTAGE & JUMBLE FASHION

## Market Regulations

These regulations apply to all Stallholders who have received consent by the Manager to occupy a Stall at The Village Markets and constitutes the terms and conditions on which the Manager permits the Stallholder to occupy a Stall at The Village Markets and on which the Manager agrees to provide services to the Stallholder. All Stallholders are required to read these regulations and confirm their agreement by completing an Application Form and providing it to the Manager in printed or electronic form.

## Definitions

In these Regulations and Bylaws:

**Additional Trading Days** means those dates detailed in the Bylaws.

**Application Form** means the form/s that has been completed by a Stallholder when applying to the Manager for consent to occupy a Stall 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 have been forwarded to the Manager 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 and 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.

**Bylaws** refer to the Bylaws attached to these Regulations. The Bylaws includes operational matters that may change from time to time and are essential terms and conditions of these Regulations. The Manager will provide to the Stallholder a minimum of 14 days notice in respect of any changes that may apply to items included in the Bylaws

**Code of Conduct** means the Code of Conduct outlined in the Bylaws.

**Manager** means The Village Markets and Heart Marketing (ABN 17 685 422 398), its employees, staff, and officers. The Manager has the licence 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 the Burleigh Heads State School which are designated for the purpose of conducting Trading Activity and includes any car parking areas and areas of access to or egress from the Market.

**Marquee** means any tent or covered structure that is supplied by the Stallholder and erected within a Stall. Every marquee must meet the outline guidelines.

**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 the perimeter of a Marquee. Any alternative area will be defined by the Manager and indicated in writing 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 Fee amount is included in the Bylaws .

**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.

**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.

## DAYS OF OPERATION

- The Market operates on dates designated by the Manager and advertised on the website.
- Stallholders will not be entitled to any compensation or penalty in the case of cancellation regardless of whether any notice has been given.

## TRADING HOURS

- Trading Activity is permitted during the Trading Hours detailed in the Bylaws.
- 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 must not leave the market prior to trading hours finishing.

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.

## 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. The Manager will subsequently review the Application Form and advise the Stallholder 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, is of poor quality or fails to meet the approved criteria.
- In order to ensure variety, a high standard of goods and a limited number of stalls in each product category at the Market, Management 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.

## 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.

## STALL FEES

- Stall Fees and the method of payment are outlined in the Bylaws.
- Stallholders who have booked a Stall must be in credit and pay their Stall Fee prior to the commencement of Trading Activity.
- A failure to pay the Stall Fee on time is a breach of these Regulations.
- Stallholders who pay by a cheque that is dishonoured will be charged an Administration Fee of \$20.00.

## VEHICLE & TRAFFIC CONTROL

- Stallholders 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.

## SET UP AND PACK UP

- The hours of Set up and Pack up are outlined in the Bylaws.
- 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.

#### INSURANCE

- The Manager has taken out public liability insurance for the amount of \$10,000,000.00 on behalf of The Village Market. 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".

#### 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.

#### MARQUEE GUIDELINES

Marquees are compulsory at The Village Markets, to ensure that as an outdoor market, they can operate in any weather conditions.

- In the best interest of ensuring availability of stalls, all marquees must meet the following guidelines.
  - Be of sturdy and sound structure
  - Contain waterproof covering
  - Be intended for use in wet weather

#### WEATHER

- The Village Markets will operate rain, hail or shine.
- The Village 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 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.

#### 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.

#### 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 regulations and such tags must be available for inspection at all 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.

#### STALLHOLDER 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 written 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.

#### WARRANTIES & REPRESENTATIONS OF STALLHOLDERS

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 retail 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;
- anything occurring off the Market site, including anything that occurs at Market; or
- damage or injury to any property or person.

These limitation provisions are intended to replace any other terms, conditions, warranties and representations implied by statute or otherwise and, accordingly, all such terms are excluded unless the following applies. Certain legislation may imply warranties or conditions or impose obligations on the Manager which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. The limitation provisions are subject to these statutory provisions. In particular, if the statutory provisions apply, the Manager's liability is not limited, in the case of any legislation that prevents any limitation the Manager's liability or, if the legislation does permit a limitation of liability, the Manager's liability is limited to the cost of the Manager refunding the Stall Fee.

### 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.

### 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 attend the Market does not convey to the Stallholder any ongoing rights in relation to the Market into the future and such approval 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 or to raise the level presentation of the stall and its products

### TERMINATION

A Stallholder who has booked for and pre-paid their Stall Fee will not be entitled to a refund or credit if they elect to cease trading and terminate their booking. All pre-paid Stall Fees must be traded out.

The Manager reserves the right to withhold consent to a Stallholder to occupy a Stall 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 Control Plan;
- fails to limit the products offered for sale to Approved;
- commits a criminal act at the Market; or
- behaves in a manner that breaches the Market's Code of Conduct

### 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 consideration of the Manager permitting the Stallholder to attend the Market, the Guarantor unconditionally and irrevocably guarantees to the Manager the due and punctual performance and observance of the Stallholder's obligations as outlined in these Regulations ("Stallholder's Obligations"). In consideration of the Manager permitting the Stallholder to attend the Market, the Guarantor unconditionally and irrevocably indemnifies the Manager and agrees to keep the Manager indemnified on demand against any loss suffered by the Manager arising out of:

- any failure by the Stallholder to duly and punctually perform and observe the Stallholder's Obligations; or
- any Stallholder's Obligations being ineffective for any reason whatsoever.

This guarantee and indemnity will not be abrogated, altered, prejudiced or affected in any way by any of the following:

- the Manager releasing or varying in full or part, any right that it may have against the Stallholder or the Guarantor;
- the Manager neglecting or forbearing to enforce the terms of these Regulations;
- these Regulations being illegal, invalid, void, voidable or unenforceable for any reason; or
- if a receiver, receiver and manager, liquidator, administrator, or controller is appointed to the Stallholder.



## BYLAWS

These Bylaws forming part of The Village Markets Regulations are essential terms and conditions of the Regulations and include operational matters that may change from time to time. The Manager will provide to the Stallholder a minimum of 14 days notice in respect of any changes that may apply to items included in the Bylaws.

### FURTHER DEFINITIONS

In these Bylaws:

**We** means the Manager

**You** means the Stallholder

### TRADING DAYS

See [thevillagemarketsgc.com.au/become-a-stallholder](http://thevillagemarketsgc.com.au/become-a-stallholder)

### APPLICATION FORM

• All Stallholders must consent to the Regulations of the Market by completing an Application Form. The Manager will not grant consent to the Stallholder to occupy a Stall at the Market prior to having received an Application Form that has been fully completed by the Stallholder.

### TRADING HOURS

• 8am – 1pm

### STALL FEES

If you have insurance:                   \$50.00

If you don't have insurance:         \$60.00

- A Stall Fee paid in respect of particular date may only be transferred to another day at the discretion of the Manager.

### Time for Payment of Stall Fees

- Stall fees must be paid within 7 days after your approval to attend the Market has been confirmed by the Manager. Such approval will lapse after the 7 day period

## METHOD OF PAYMENT OF STALL FEES

### By Electronic Funds Transfer:

Bank Account Details:

Account Name: M Bowden and S Schoeller T/AS The Village Markets

Bank: ANZ

Branch: Broadbeach QLD

BSB: 014 688 Account No: 4810 82106

(We do NOT accept credit card payments)

Please use your label or phone number (as used on stallholder application) as a reference when making direct deposit payments.

### **By Post:**

Send a cheque payable to 'The Village Markets' together with completed Payment Form.

Mail to: PO Box 42 Miami QLD 4220

Bookings are not confirmed until your payment is received.

## REFUNDS & CREDITS

Stall Fees are not refundable. No credits or refunds are issued in the case of bad weather over the weekend.

## STALL SIZES & EQUIPMENT SUPPLIED AT THE MARKET

Stallholders must bring all of your own equipment including marquees and tables.

The standard space provided is 3m x 3m. A larger space may be provided upon request and acceptance by The Managers. Stallholders must bring their own racks and tables.

## LOADING AND UNLOADING

Information regarding set up and pack up will be posted in the week prior to Market Day.

## ELIGIBLE PRODUCTS

Products offered for sale at the Market must be designed or currently owned by the Applicant. Eligible products include arts, craft, clothing, jewellery, collectibles, home wares, and other items on a case by case basis.

## UNACCEPTABLE PRODUCTS

Products that in the Manager's reasonable opinion are not appropriate to be 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; and items not in accordance with the relevant Australian Standards; and other items notified by the Manager to a Stallholder from time to time.

## PUBLIC LIABILITY INSURANCE

The Market Public Liability Insurance Policy provides \$10,000,000.00 cover with a \$1,000.00 excess. Various exclusions apply. A copy of the terms of the Market Insurance Policy is available by a written request by the Stallholder addressed to the Manager.

If You DO HAVE public liability insurance:

- Please bring a copy of your public liability insurance certificate and show it to the staff when you are being allocated a stall. As a Casual Stallholder, You need to bring the certificate with you each week.

- Remember: No Paperwork, no Discount!

If You DO NOT have your own cover: \$10.00 extra on Stall Fee

- You will be covered by the Market Insurance Policy and will be required to pay an additional \$10.00 per week on the Stall Fee.

## ADVERSE WEATHER CONDITIONS

- The Market may operate in varying weather conditions.

- NO refunds are issued to any Stallholder if the weather deteriorates during the day.

- You should not apply for a stall unless you are prepared to take the risk on weather

## ACCESS TO POWER

- Power is NOT available at The Village Markets

## PARKING

- Stallholder parking is available at Burleigh Heads State School on the oval
- Please do not park illegally, double park in traffic lanes, queue across traffic intersections, undertake illegal U turns or traffic maneuvers, or otherwise hinder traffic in the streets surrounding the Market during set up or pack up.

## VEHICLES

- 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 maneuvers, or otherwise hinder traffic in the streets surrounding the Market during set up or pack times

## STALLHOLDER CODE OF CONDUCT

Stallholders must ensure that they:

- Do not interfere with public pedestrian access or access to & from adjoining properties;
- Be considerate towards neighbouring businesses adjoining the Market;
- Are present at all time of operating hours;
- Do not conduct themselves violent, abusive or offensive manner; or
- Do not occupy a Stall whilst under the influence of alcohol or illegal drugs.

## COMMUNICATION AND IMAGE USE POLICY

The Village Markets is proudly managed and marketed by Heart Marketing.

The Village Markets will communicate with you regularly via email, sms, phone and mail. Your details will be kept on our files whilst you're an active stall holder or up to 12 months after you become inactive.

In agreeing to this application you permit The Village Markets and Heart Marketing to place your details on our database and forward to you by email or newsletter further information regarding our activities.

You also provide The Village Markets with permission to use images and copy supplied to us within this application for promotional material, such as on our website or elsewhere.

Please note that The Village Markets and Heart Marketing will always act in accordance with State & Federal Privacy Laws.

*The Village Markets will assess all applications and advise applicants as to whether they have been selected for a stall. We reserve the right not to enter into correspondence or otherwise explain the reasons for our decision.*

*In submitting this Form, I confirm that I have read and understood the Terms & Conditions and Bylaws and agree that, should my application be accepted, occupying a stall at The Village Markets is conditional upon my compliance with these Regulations.*

## APPLICATION PROCESS

### 1. *Before You Apply*

Read our Regulations and agreement to them is formed when payment for a stall is lodged.

### 2. *Your Application*

Send **Application Form** and **Photos of Product** – Online or by Post

### 3. *What Happens Next*

We will contact you within 14 days to confirm if your Application has been successful.

### 4. *Pay The Stall Fee To Secure A Booking*

If your Application is successful, you **MUST** pay stall fees prior to the market day.

Refer to our Payment Form for further details.

## Contact Us

Please visit [www.thevillagemarketsgc.com.au](http://www.thevillagemarketsgc.com.au)