

**TERMS AND CONDITIONS FOR THE GRANT AND USE OF STALLS AT
ROSEDALE COUNTRY MARKET**

GENERAL TERMS

1. The Rosedale old school committee inc (ROSC) operates the Rosedale country market located in ROSEDALE.
2. These Terms and Conditions apply to all persons operating stall sites at the Markets.
3. For the purposes of these terms and conditions, "person" includes any person who applies for a stall ('Applicant') and any person who occupies that stall for the purpose of selling any goods regardless of whether they are the Applicant or not. A person includes a corporation.
4. These Terms and Conditions may be amended from time to time at the sole discretion of ROSC including by the addition, deletion or variation of terms and conditions.
5. Where ROSC amends the Terms and Conditions it will post them on its website within a reasonable time. ROSC will also have copies of the new Terms and Conditions available at the information marquee located at the festival. Applicants will be deemed to have agreed to the amendments by continuing to maintain a stall at the Festival.
6. ROSC reserves the right to publish photographic images of Applicant stallholders and/ or their stall sites taken at the Festival for use in their promotional material.

COMPLIANCE AND CONSEQUENCES OF BREACH

7. The Market is operated by ROSC under permit from the WELLINGTON SHIRE
8. Applicants must comply with all relevant laws and any requirement of any authority including Council and ROSC in connection with the festival and the use of the stall sites.
9. Applicants must comply with all directions given by persons representing ROSC.
10. Any breach of the Terms and Conditions by an Applicant may, at the absolute discretion of ROSC, result in the booking and/or allocation of a stall site being withdrawn and/ or further bookings of stall sites not being accepted.

NO ENTITLEMENT TO A STALL AND RCCI RIGHT TO DETERMINE DISPUTES

11. An Applicant has no right to a stall and the allocation of a stall is at the sole discretion of ROSC which is not obliged to provide any reasons for its decision(s).
12. Where an Applicant is granted a site for a stall, the Applicant's allocation of a stall and its ongoing use is subject to the Applicant agreeing to and continuing to comply with the Terms and Conditions.
13. Where ROSC considers a booking or allocation to be detrimental to the Market or the Car Park or to other stallholders, or if vehicles are parked in booked stall site(s), ROSC expressly reserves the right to:
 - a. cancel any booking of a stall site; and/or
 - b. reallocate a stall site irrespective of the stall site number indicated on a stallholder's ticket in circumstances; or

- c. cancel any booking in circumstances where a stallholder has submitted false or misleading information.
14. ROSC reserves the right to determine any dispute between Applicants in so far as any such dispute is in connection with the Market or the use and occupation of stall sites and/or Car Park.

PRECONDITIONS TO OPERATING A STALL

15. Applicants must ensure that their activities (both actions and omissions) do not endanger the safety or security of any persons at the Market.
16. Applicants must report to persons representing ROSC any incident or accident to any person or property that involves a risk to health and safety, injury, loss or could otherwise be expected to give rise to a claim.

PAYMENT OF THE FEE AND INSURANCE

17. At the time the Applicant is advised that it has been allocated a stall it must pay the required fee ("the fee") invoice will be sent and must be payed for before stall number is given. (ALL STALL HOLDERS MUST HAVE THERE OWN PUBLIC LIABILITY)
18. The fee includes a portion which is attributed to the premium for Public Liability Insurance effected by ROSC ("Insurance Policy").
19. ROSC makes no representation or guarantee that the Insurance Policy:
 - (a) is appropriate to a Stall Holder's business;
 - (b) does not contain exclusion clauses which may prevent or limit a Stall Holder's right to make a claim for indemnity under the terms of the Insurance Policy; or
 - (c) that the financial limits on the Insurance Policy cover are adequate for the risks to which the Stall Holder is exposed.
20. Applicants who operate a food van are excluded from coverage under the Insurance Policy. Applicants who operate a food van must hold their own insurance and provide ROSC with a certificate of currency in respect to that policy.
21. In the event of a claim by an Applicant under the Insurance Policy the Applicant is responsible for any excess payable on the Insurance Policy which may be up to \$5,000 per claim.
22. The Applicant agrees that it is obliged to provide to ROSC a Release and Indemnities in respect of any claim in accordance with clauses 62, 63 and 64 of the Terms and Conditions.

TRADING HOURS AND WEATHER CONDITIONS

23. The Market trading hours are 8am – 1:30pm. Stall sites may be occupied from 5:30am for set up.
24. Stall sites not occupied by 7am may be forfeited without refund.
25. The Applicant must pack up its stall site so that the festival area is returned to a **public** park by 3pm.
26. ROSC will operate the Market in a variety of weather conditions and representatives of ROSC will remain in attendance irrespective of these conditions. In the event of adverse and detereating weather conditions before or during the Market postponement or cancelation may occur due to the safety of stall holders and public. Applicants are advised to bring their own protection against the elements. The ROSC will not be responsible for any losses,damage ,loss or injury whatsoever due to said conditions. There will be no refunds.

STALL SITES

27. Applicants may only operate within their allocated stall site. The stall space is defined by the marking on the ground and number. [White dots mark the limit or similar]. The use of walk ways between stall sites and vacant stall sites for the placing or storage of goods is prohibited.
28. Applicants have no right to sublet or resell to any other person a booked stall without the consent in writing of ROSC.
29. Applicants must keep their stall sites clean and orderly and the surrounding areas free from rubbish and litter at all times. All rubbish and unsold goods must be removed from the festival and/or Car Park promptly and at least by 3pm.
30. All stall equipment including racks, tables, signage etc must be contained to the stall site boundaries. Public access ways must be clear at all times.
31. Marquees, covers and all stall equipment must be erected securely and weighted or secured at all times.
32. All equipment must be in good repair and be operated in a safe manner.
33. No power generating equipment is allowed unless approved by ROSC

STANDARDS OF CONDUCT

34. Applicants must behave with courtesy and respect towards members of the public, other stallholders, persons representing ROSC and volunteers.
35. Applicants must not consume alcohol or drugs at the Market and must not attend their stall if they are in any way impaired by alcohol or drugs.
36. Loud product promotion by Applicants is not permitted.
37. Animals are not permitted in the Market, unless permission granted by ROSC with stricked guide lines
38. Applicants are expected to take their waste with them when they leave the stall site and not to dump or otherwise dispose of their waste or unsold goods in the waste bins provided at the Market.
39. ROSC reserves the right to refuse admission to the Festival to any person without giving any reason and to eject or cause to be ejected any person and/or his/her goods and chattels without giving any reason. This decision is final and binding.
40. Applicants suspected of committing a criminal offence will be reported to the police.
41. Firearms are NOT permitted in the Market.

CATEGORIES OF GOODS PERMITTED FOR AND PROHIBITED FROM SALE

42. ROSC has sole and absolute discretion to decide which products are permitted to be sold within the Market and is not obliged to provide any reasons for its decision(s).
43. Applicants are only permitted to sell second-hand goods or handcrafted goods made by the Applicant, New factory made goods, factory seconds or Nos.
44. Applicants are not permitted to sell:
 - poisonous products, prescription medication, make-up products, illegal goods, pornography, firearms, ammunition, explosives, weapons including knives, dangerous goods, counterfeit or copied goods, or animals; and
 - (b) Raffle tickets; and

- (c) Goods which may be considered, in ROSC's sole and absolute discretion, to be offensive to the general public. The determination of whether goods may be considered to be offensive to the general public is final and binding. No reasons for ROSC's determination will be provided and no discussion will be entered into.

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GUIDANCE ON SECOND-HAND GOODS, LEGAL OBLIGATIONS AND STANDARDS

46. By applying for a stall the Applicant accepts responsibility for all of its legal obligations under any Acts, Regulations, By-Laws, Codes, Guidance and Standards or other sources of legal duties and any other legal requirements relevant to the sale of its goods including the law of negligence. The Applicant understands and accepts that it is strictly liable for the legal obligations and that lack of knowledge is not an acceptable excuse or defence.

Guidance

47. The references and guidance ("Guidance") provided in relation to your legal obligations is provided by ROSC for your assistance only. The Guidance is NOT complete. It is intended only to highlight key issues on a general basis. Some goods may have specific requirements. The information contained in the Guidance below (including web site addresses) may change and it is your responsibility as an Applicant and stall holder to ensure that you identify, understand and comply with your obligations.
48. While all care has been taken in providing the Guidance below, the responsibility to understand all laws applicable to its proposed sales, rests with the Applicant/ StallHolder. ROSC will not be liable for any inaccuracy or ambiguity in the Guidance.

Second hand goods and Registration Requirements

49. Applicants who carry on the business of buying, selling, exchanging or otherwise dealing with second-hand goods must register with Consumer Affairs Victoria or risk a fine. There are exemptions to the need to register such as where you only trade in 'exempt goods' as set out by *Second-Hand Dealers and Pawnbrokers (Exemption) Regulations 2008* (Vic). For further information about exemptions see:

<https://www.consumer.vic.gov.au/businesses/registered-businesses/second-hand-dealers-and-pawnbrokers/registration/exemptions>

50. However even where an exemption to registration may apply an Applicant must comply with the obligations as set out by Consumer Affairs Victoria ("CAV") at:

<http://www.consumer.vic.gov.au/businesses/fair-trading/product-safety/product-safety-checklist-for-market-stallholders> .

This includes the obligations at other websites referenced there by CAV.

Electrical equipment

51. Applicants selling second-hand electrical equipment (which includes equipment such as USB chargers, travel adaptors and power supplies/transformers):

(a) Must comply with the obligations detailed by Energy Safe Victoria at:

<http://www.esv.vic.gov.au/Electricity-Professionals/Electrical-equipment-and-appliances>

(b) This includes the obligation to attach a label stating that the equipment is second-hand, and *in addition* that:

(i) the equipment has been inspected and tested and is compliant with AS/NZS 3760 - *In-service safety inspection and testing of electrical equipment*; or

(ii) where the equipment has not been tested and labelled in accordance with these requirements it must include a clearly legible statement, prominently displayed stating in addition to the statement that it is second hand the additional words as follows:

DANGER – DO NOT USE OR CONNECT TO SUPPLY – THIS SECOND-HAND ELECTRICAL EQUIPMENT MAY BE FAULTY AND SHOULD BE INSPECTED AND TESTED BY A COMPETENT PERSON IN ACCORDANCE WITH AS/NZS 3760

MOVEMENT AND PARKING OF VEHICLES IN THE FESTIVAL AREA

52. Applicants are not permitted to use vehicles within the MARKET after 7.30am or to remove vehicles from the Market area until 1:30pm unless directed to do so by persons representing ROSC.

53. When vehicles are moved during permitted hours, movement within the Market must be made with great care, but in particular by Applicants driving vans or vehicles with limited visibility of their surrounds or those with trailers impacting on their manoeuvrability.

54. No persons shall ride in a vehicle or on a trailer other than in an Australian Standards compliant seat with a safety belt secured.

55. Pedestrians ALWAYS have right of way.

56. ROSC is not in a position to and does not provide traffic control. Some ROSC volunteers may attempt to assist with traffic congestion at exits or other areas. However ROSC volunteers are not trained in traffic management and at all times drivers of vehicles carry full responsibility for safety.

57. Drivers should drive at a walking pace, not to exceed 5kph, within the Market area.

58. The driver is totally responsible for the parking and movement of the vehicle and/or any trailers. Reliance on any third party for direction, signalling or guidance does not diminish the driver's responsibility.

59. Applicants may park vehicles within the stall site allocated to them or in parking spaces in the vicinity of the car park.

60. Applicants must not park vehicles:

- (i) in other vacant stall sites or in any other area within the Market;
 - (ii) overnight in the Car Park/Festival area. This is not permitted unless arranged with ROSC
 - (iii) in contravention of parking restrictions within the locality of the Market.
- There are no parking exemptions for Stall Holders.

ROSC IS NOT AN AGENT

61. ROSC is not an agent for any Applicant and accepts no responsibility for any transaction entered into by or on behalf of an Applicant.

RELEASE AND INDEMNITIES

62. The Applicant uses and occupies the Market and/or Car Park and/or the stall site allocated to him or her at his or her own risk and releases ROSC _____ from all claims, causes of action, complaints, liability, demands, costs or expenses that any person might have in connection with or arising in any way from the use and/or occupation of the Market and/or Car Park and/or stall site by the Applicant or people acting for or on behalf of the Applicant.

63. The Applicant indemnifies and holds harmless ROSC, including Market management, staff and volunteers, against all claims, causes of action, complaints, liability, demands, costs or expenses that any person might have in connection with or arising in any way from the use and/or occupation of the Festival/and or Car Park and/or stall site by the Applicant or people acting for or on behalf of the Applicant.

64. The Applicant indemnifies ROSC for any action against it for stolen or illegal goods sold by the Applicant.

65. Please sign if you agree to the terms and conditions and return or bring with you on day of market .

66. Sign hereDate.....
 Name.....ph no.....