



South Canberra Community Markets

Stallholder Terms and Conditions

1. Rights and Responsibilities

- 1.1. It is a requirement of participation in the Market that Stallholders have carefully read and familiarised themselves with the information contained in these terms and conditions, and that they comply with all Market policies and procedures when operating their Stalls.
- 1.2. The Stallholder's right to operate its allocated Stall at the Market is granted by SOUTH CANBERRA COMMUNITY MARKETS Management on a week-to-week basis and is not automatically renewable for each subsequent week.
- 1.3. Renewal of the licence each week is at the discretion of SOUTH CANBERRA COMMUNITY MARKETS Management.
- 1.4. Subject to this agreement, the Stallholder may operate its Stall only between the hours of 10am and 2:30pm on days when the Market is open for business.
- 1.5. Stallholders may only sell goods or products that have been approved by SOUTH CANBERRA COMMUNITY MARKETS Management. The Market is primarily a quality handcraft and home-produce market, with some exceptions determined by the management.
- 1.6. SOUTH CANBERRA COMMUNITY MARKETS Management reserves the right to change the floor plan of the Market, and to determine the location of individual stalls in the Market each week. Stallholders may not object and have no claim against SOUTH CANBERRA COMMUNITY MARKETS Management, if they are required to change the location of their Stall within the Market.
- 1.7. The Stallholder's right to operate a Stall at the Market is at the discretion of SOUTH CANBERRA COMMUNITY MARKETS Management. SOUTH CANBERRA COMMUNITY MARKETS Management may terminate a Stallholder's right to operate its Stall at any time and for any reason, including where: a) A Stallholder sells goods or products that have not been approved by SOUTH CANBERRA COMMUNITY MARKETS Management; b) A Stallholder's conduct is unacceptable, as determined by SOUTH CANBERRA COMMUNITY MARKETS Management; or c) A Stallholder does not pay the required Stall Fee on time or at all (see section 4).

2. Insurance

- 2.1. While the management carries insurance to cover public risk, stallholders are required to take out a similar insurance cover in case stallholders are found personally liable for any damage caused to members of the public or to the property of members of the public. A certificate of currency for public liability insurance in the amount of at least \$20,000,000 must be provided to management at the time of application.

3. Liability and Indemnity

- 3.1. SOUTH CANBERRA COMMUNITY MARKETS Management takes no responsibility for, and will not be liable for, any damage to, or loss of, property of any Stallholder at any time in the Market except where such damage or loss is solely caused by the negligence of SOUTH CANBERRA COMMUNITY MARKETS Management.
- 3.2. The Stallholder occupies the area in which the Stall is located at his or her own risk entirely. Each Stallholder releases and holds harmless SOUTH CANBERRA COMMUNITY MARKETS Management from all and any claims made against SOUTH CANBERRA COMMUNITY MARKETS Management arising out of the Stallholder's use and occupation of the area in which the Stall is situated.
- 3.3. The Stallholder has no claim against SOUTH CANBERRA COMMUNITY MARKETS Management for any loss or damage to a Stallholder arising directly or indirectly from: a) any decision by SOUTH CANBERRA COMMUNITY MARKETS Management to terminate the Stallholder's right to operate a Stall under section 1.4; b) any circumstance where SOUTH CANBERRA COMMUNITY MARKETS Management is required to, or determines to, close the Market; c) any circumstance where SOUTH CANBERRA COMMUNITY MARKETS Management is required to, or determines to, move the location of the Market; or d) any order made by any government, semi-governmental, local or statutory authority restricting the Stallholder's occupation of the marketplace.
- 3.4. The Stallholder agrees to indemnify and keep indemnified SOUTH CANBERRA COMMUNITY MARKETS Management against all actions, claims, suits, and demands brought, maintained or made against SOUTH CANBERRA COMMUNITY MARKETS Management by any person arising out of the Stallholder's, and its employees and agents', occupation or operation of the Stall.
- 3.5. The Stallholder acknowledges that these Terms and Conditions apply not only to the Stallholder but also to anyone who works on the Stallholder's behalf.

4. Stallholder Fees

- 4.1. Schedule of fees:
 - Single site: \$50
 - Double site: \$75
 - Food vendors: \$100
 - Charity group: free
 - Information stall: free for community groups and charities
 - Entertainment: free
 - Marquee hire: \$100 deposit (refundable)

5. Payment of Stall Fees

- 5.1 Each Stallholder is required to pay SOUTH CANBERRA COMMUNITY MARKETS Management a fee set by the SOUTH CANBERRA COMMUNITY MARKETS each week to operate the Stall (Stall Fee). SOUTH CANBERRA COMMUNITY MARKETS Management reserves the right to increase or vary the Stall Fee at any time.
- 5.2 The Stallholders must pay the Stall Fee to SOUTH CANBERRA COMMUNITY MARKETS Management at least 48 hours prior to the day of the market. Stallholders will be invoiced for the market fees, which can be paid either by bank deposit or by online credit card payment. Credit card payments incur a 1.5% surcharge.

6 Market Day Setup

- 6.1 All Stallholders must set up their stalls by 10am and remain set up until 2:30pm. Early packing up is not permitted without the permission of the SOUTH CANBERRA COMMUNITY MARKETS Management.
- 6.2 Stallholders must supply all their own display equipment, tables, chairs, shade cover, and the ability to take payments, including providing your own change if required. Once unpacked, all stallholders must park their vehicle in this designated parking area by 9.30am. Vehicle access to sites is only before 9.30am and after 2.30pm.
- 6.3 THE SPEED LIMIT IS 20 KPH AT ALL TIMES.

7 Health and Safety

- 7.1 Stallholders selling food must abide by the ACT Health Department requirements. All food items, i.e., jams, pickles, preserves, cakes, bread, etc. must be labelled with the producer's name, address and phone number, ingredients, and nutritional panel as required by the ACT Health Department.
- 7.2 No food items requiring refrigeration are to be sold at the Market unless refrigeration is provided by the stallholder and appropriate food licenses are held.
- 7.3 All vendors selling food items must abide by the ACT Health Department and maintain any certification required. It is the Stall holder's responsibility to ensure that a current certification certificate is provided to SOUTH CANBERRA COMMUNITY MARKETS Management at the time of application and displayed as per ACT Health Department requirements.
- 7.4 Stallholders who require a powered site are required to supply their own extension leads. Any electrical equipment used by stallholders must be tagged to certify compliance with electrical safety regulations.
- 7.5 Should the weather or another event compromise the safety of the markets staff, volunteers, stallholders or attendees, a decision may be made on the day to cancel the markets. When the Market has been officially cancelled during the event, you will be advised by SOUTH CANBERRA COMMUNITY MARKETS Management who will walk around to inform you. When the public has dispersed from the Market area, ONLY THEN will you be allowed to drive your vehicle in or out of the Market to pack up.
- 7.6 If an incident occurs within a stallholder's space which involves the stallholder, it is essential the stallholder notifies SOUTH CANBERRA COMMUNITY MARKETS Management as soon as possible.

8 Packing up

- 8.1 Stalls are to remain set up until 2:30pm and stallholders are NOT permitted to bring vehicles into the Market area until the Markets have closed at 2:30pm.
- 8.2 If you have a valid reason for wanting to leave early, you must inform the Market Manager. You may pack up and leave before the end of the Market, however, you must walk your goods to your vehicle. YOU ARE NOT ALLOWED TO DRIVE YOUR VEHICLE INTO or OUT OF THE MARKET AREA during Market trading hours.
- 8.3 All stallholders must clean up the area they have occupied of all rubbish.

9 Cancellations

- 9.1 Stall holders will Inform the Market Manager via email as soon as possible before Market Day if you are unable to attend a Market. Credits will be carried forward if more than 48 hours' notice is given or at the Market Manager's discretion.

10 Emergencies on Market Days

- 10.1 If an emergency occurs where the situation required the Police, Paramedics, or the Fire Brigade to attend the Market Manager must be advised immediately.
- 10.2 AT ALL TIMES, OUR FIRST PRIORITY IS THE SAFETY AND COMFORT of all stallholders, staff, volunteers and the general public. In the event of an emergency, do not panic, refer to the Emergency Procedures and Evacuation Plan.
- 10.3 The emergency assembly point is the Lions Youth Haven Community Hall. Please refer to the map below for the location of the assembly point.
- 10.4 If an alarm is repeatedly sounded during the day, please leave your stall, and make your way swiftly to your nearest assembly point. SOUTH CANBERRA COMMUNITY MARKETS Management will secure the grounds and monitor all movement through the markets until the emergency is over.
- 10.5 It is imperative that you follow the direction of SOUTH CANBERRA COMMUNITY MARKETS Management and volunteers. Anyone that remains in the market area during an emergency or chooses not to follow directions from SOUTH CANBERRA COMMUNITY MARKETS Management do so at their own risk and liability.
- 10.6 Stallholders and the public should remain at the identified assembly point until either the Market manager, Police, or other Emergency Services give the all-clear.

