



Waikerie Riverfront Market

Business Terms & Conditions

MARKET RULES and REGULATIONS 2021-2022

Definitions

"RWRM" means Rotary Waikerie Riverfront Markets

"Stallholder" means the entity which, when approved by RWRM, is entitled to occupy a designated site on a market day to sell the stallholder's RWRM approved products.

"market day" means the day upon which a RWRM market will take place where the stallholder's sell their RWRM approved products.

"stallholder's application" means an application by a potential or existing stallholder to RWRM to occupy a designate site at RWRM operated market.

"market area" means the area upon which the market is held and RWRM is licensed to occupy.

"permanent stallholder" means a 12-month stallholder subscription.

Applications

1.1 RWRM will have the sole discretion as to the acceptance or non-acceptance of a stallholder's application.

1.2 RWRM will rely solely on the information contained in the application regarding the applicant's suitability and whether the applicant meets the approved product criteria, quality, product distribution, diversity (market mix) and availability.

1.3 The stallholder applicant warrants that the information contained in the application is true and correct.

1.4 RWRM reserves the right to reject an application and is not required to provide the applicant with reasons for its decision.

1.5 RWRM will have the sole discretion as to the position of each stallholder's site at each market day.

1.6 Stalls cannot be transferred, sublet, franchised, or sold to any other entity, nor can they be shared without the incoming entity making its own application to RWRM and RWRM approving such application.

1.7 Upon applying for a stall, stallholders agree that any images that they supply can be used to promote RWRM events. Stallholders must only provide images that are they own or have the right to distribute and publish. Stallholders must also agree that they will exercise good judgement and will always be respectful and courteous to RWRM, fellow stallholders and customers on all platforms of social media.

Approved Products

2.1 It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their product.

2.2 The stallholder shall indemnify and hold harmless RWRM against any losses, liabilities claims or suits arising out of or relating to the sale of the stallholder's products at a market run by RWRM.

2.3 A stallholder may only offer for sale approved products that have been accepted by RWRM on the application form submitted by the stallholder when making the stallholder's application.

2.4 To add new products, a request in writing is required with photos. Products cannot be added to a stall unless the stallholder has received written approval from RWRM.

2.5 All products and stall presentation must be of a high standard, acceptable to RWRM.

2.6 RWRM reserves the right to withdraw a stallholder's product or stall should the presentation of the stallholder's stall be of a low standard and not consistent or fitting with the style of the market.

3.1 Stallholders must comply with the South Australian Government ban on single-use plastics including cutlery, drinking straws and stirrers.

Fees & Insurance

4.1 Stall fees are outlined in the application procedure form and at www.waikeriemarket.com

4.2 Stallholders must provide their Public Liability Insurance Certificate of Currency which should include a minimum of \$10,000,000.00 cover.

4.3 Fees must be paid by due dates set by RWRM and failure to pay the stall fee on time is a breach of these regulations and all future bookings of that stallholder will be cancelled.

Market days

5.1 Registered stallholders must be in attendance during the market trading times as advertised at www.waikeriemarket.com

5.2 At the start of market days, stallholders must enter the market area in vehicle(s), off-load goods and vehicle(s) must be removed prior to setting up stalls. Vehicle(s) must not remain in the market area during the market. At the close of the market, stallholders must be packed up prior to bringing in vehicle(s). Vehicle(s) must not enter the market area before the market closing time. Stallholders must be in the market area a minimum of 40 minutes prior to market opening hours and ready to trade at the commencement of the trading hours and must continue trading until the market closing time. Cars may not move until the closing time unless otherwise advised by RWRM.

5.3 Notification of non-attendance is required on market days - send a private message via the Waikerie Markets Facebook page or email enquiry@waikeriemarket.com to allow neighbouring stallholders to spread out and fill in gaps. No refunds/credits will be given or considered on market days.

5.4 Copying the ideas and work of other stallholders may be in breach of creative copyright and is not in the spirit of the market. Any grievances relating to copying ideas and work of other stallholders must be made in writing to A RWRM.

5.5 Raffle tickets may not be sold. Only handbills approved by RWRM may be displayed on stalls.

5.6 Products and produce with faults must be clearly labelled and sold as seconds.

Cancellations and Refunds

6.1 Stallholders must provide RWRM with written notification via email, text message or Facebook Messenger of non-attendance at least 10 days prior to the next market day.

6.2 If stallholders do not provide RWRM with written notification of non-attendance that stallholder's future bookings may be cancelled with all monies paid to RWRM being forfeited.

6.3 There is no fee if more than 10 days' notice is given and any monies paid by the stallholder to RWRM will be refunded or credited to next market owing.

6.4 A \$30 admin fee/cancellation fee will be charged by RWRM if a booking is confirmed and then cancelled within 10 days of the market day to account for further administrative costs incurred by RWRM because of the late cancellation.

6.5 RWRM is not responsible for adverse weather conditions.

6.6 If stallholders have not yet made payment to RWRM for a market and cancel within 7 days of the market day, they will be required to pay the full amount owing to RWRM for that market.

6.7 Permanent stallholders will lose their permanent stallholder status if they cancel attendance at more than two market days in a season.

Adverse Weather

- 7.1 Markets will operate in varying weather conditions and stallholders must be prepared for adverse weather.
- 7.2 HEAT POLICY: At the discretion of RWRM, the market may close earlier if conditions deem this necessary .
- 7.3 If a CATASTROPHIC FIRE DANGER RATING is called by the CFS, then the market will NOT operate that day.
- 7.4 Stallholders may pack up their stall due to adverse weather conditions but may not leave until RWRM gives the stallholder permission to leave unless the stallholder is in danger of serious injury due to the adverse weather conditions.
- 7.5 No refunds/credits are given for the cancellation of markets and/or reduced trading hours due to adverse weather conditions if the decision to cancel the market or reduce the trading hours is made on a market day.
- 7.6 RWRM will not be held responsible for any loss including fees paid by stallholders, damage or injury whatsoever resulting from adverse weather conditions.
- 7.7 If RWRM cancel a market day at any time before the scheduled market day due to a forecast of adverse weather, then RWRM will retain \$30 from each stallholder for administrative costs.

Occupational Health and Safety

- 8.1 Stallholders must drive within the market area at a safe speed that is no greater than 5km.
- 8.2 Vehicles are not permitted to move within the market area 30 minutes prior and 15 minutes after the markets advertised trading times.
- 8.3 Smoking is prohibited within the market area.

Waste and Rubbish Removal

- 9.1 Stallholders are required to remove their own rubbish and waste from their stall location.
- 9.2 Boxes and cartons must be removed from the market area.
- 9.3 If rubbish, waste, boxes, or cartons are left by the stallholder RWRM reserve the right to charge the stallholder a levy.
- 9.4 Stallholders are responsible for leaving their site and surrounding area clean, tidy, and undamaged.
- 9.5 Stallholders must leave their site in the same condition as they found it.

Stall Set-up and Equipment

- 10.1 Stallholders must provide their own covers/marquee and stall set-up which must be good in presentation.
- 10.2 RWRM do not provide any stall equipment to stallholders; RWRM only provide the site area and a 3m x 3m marquee per site.
- 10.3 All stall equipment including racks, tables, signage etc must be contained to the stall site boundaries. Public access ways must be always kept clear.
- 10.4 Tents, covers and all stall equipment must be erected securely and weighted or secured at all times regardless of the weather.
- 10.5 All equipment must be in good repair and be operated in a safe manner.
- 10.6 RWRM reserves the right to withdraw the stallholder's attendance at any future market day for poor presentation that is not in keeping with overall appearance expected of stallholders.
- 10.7 Stallholders must not use their products as weights to hold down, or prop up, their stall.

Food stalls

- 11.1 It is the stallholder's responsibility to apply to their local council (Environmental Services department) and obtain the Food business registration paperwork required to sell food if they have not already.
- 11.2 Food stallholders must comply with any local, state, and federal health and food legislation and regulations, and shall indemnify RWRM for any claims, suits or actions which arise out of the stallholder's breach of such legislation and/or regulations.
- 11.3 Stalls selling alcohol (bottle only) must supply RWRM copies of their liquor license 14 days prior to the market day.
- 11.4 Failure to comply with health department standards and regulations may result in immediate closure of stall and future stalls and may only be reinstated once RWRM are satisfied all standards and regulations have been adhered to.
- 11.5 All food/drink samplings offered to patrons must be covered and protected from dirt, dust, insects and other contamination.
- 11.6 Stallholders selling liquor must ensure that their Liquor Licence is displayed on or within their stall and that it is clearly visible to the public.
- 11.7 No food stall vendor is permitted to sell takeaway coffee in any form or freshly cooked donuts.

Power/Gas Equipment

- 12.1 Powered sites are limited at the market sites.
- 12.2 Stallholders may only use power outlets if they have booked and paid for power outlets on the RWRM application form.
- 12.3 Stallholders must ensure that all electrical equipment and leads are tested and tagged in compliance with relevant workplaces regulations.
- 12.4 Stallholders must ensure that all gas appliances are approved and in date.
- 12.5 Stallholders using gas and/or electrical appliances must have a suitable fire extinguisher or fire blanket on site.
- 12.6 If required to have a fire extinguisher, stallholders must ensure that they are tested, serviced and are compliant with workplace regulations.
- 12.7 It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their equipment.

General- Stallholders Code of Conduct and Responsibilities

- 13.1 Stallholders must respond co-operatively to any direction given by RWRM in relation to the operation and occupation of their stall, equipment, goods and vehicle during operating times and any direction of a security or safety nature.
- 13.2 Stallholders must not act in a verbally or physically abusive, dangerous, or disruptive manner and may result in immediate termination.
- 13.3 Stallholders must ensure that their activities do not endanger the safety or security of any people at markets.
- 13.4 Stallholders must not cause damage, make alterations or additions of any nature to, or carry out works of any nature to market site property and that, if any damage is caused, the costs of any repairs, making good or replacement are borne by the stallholder.
- 13.5 Stallholders must comply with all the terms contained in these regulations and must comply with any changes to the market regulations, or any relevant local government and other statutory laws & regulations.
- 13.6 Stallholders must report to the RWRM any incident or accident to any person or property that involves loss or could be expected to give rise to a claim.
- 13.7 Loud product promotion of their products at stall sites or in walkways by stallholders is not permitted.

Warranties & Representations of Stallholders

14.1 RWRM permits the stallholder to attend the market in reliance on the following warranties and representations hereby made by the stallholder:

- a) The stallholder is the legal and beneficial owner of the RWRM approved products with full power and capacity to sell the approved products to a third party without any encumbrance.
- b) The stallholder is not in reliance on any representation or statement made by RWRM that is not expressly contained in these regulations.
- c) Will follow RWRM 's instructions from RWRM representatives on market days.
- d) 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 retails laws currently in force.
- e) The stallholder does not bring into the market any hazardous materials or substances or any illegal material or substance.
- f) 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; and
- g) That the stallholder's site will be set-up and will be maintained in compliance with Safe Work SA's Codes of Practice.

14.2 Without limiting the generality of these terms, the stallholder acknowledges and agrees that RWRM is not liable for any claim or loss suffered or incurred by the stallholder in relation to or in connection with:

- a) 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.
- b) Any failure by the stallholder to sell the approved products.
- c) Any journey from or to the market.
- d) Anything occurring off the market site, including anything that occurs at market; or
- e) Damage or injury to any property or person.

14.3 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 RWRM 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. If the statutory provisions apply, RWRM's liability is not limited, in the case of any legislation that prevents any limitation RWRM's liability or, if the legislation does permit a limitation of liability, RWRM's liability is limited to the cost of RWRM refunding the Stall Fee.

Stallholder Indemnity

15.1 Without limiting the generality of any other provision of these regulations, the stallholder hereby indemnifies and holds RWRM harmless from and against all claims, suits or losses arising out of or in connection to:

- a) The Stallholder's occupation of the market.
- b) The sale or attempted sale of the approved products or any other products or services.
- c) Any injury or harm suffered by the stallholder.
- d) 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 or by the equipment, setup or installation of the stallholder.
- e) Any loss or damage to the stallholder's property regardless of the cause of that loss or damage.
- f) The death of any person of a consequence, in whole or in part, of any act or omission by the stallholder.
- g) Any breach of these regulations by the stallholder; or
- h) Any legal costs on a full indemnity, solicitor-client basis incurred by RWRM as a result of the stallholder's breach of these regulations.

Exclusion of Liability

16.1 The Stallholder acknowledges and agrees that RWRM 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 RWRM has made no warranty or representation in relation to or in connection with:

- a) The prospects of the stallholder for selling the approved products at the market.
- b) The stallholder's access to people visiting the market or the access those people have to the stallholder.
- c) The existence, number or quality of products that will compete with the approved products for the attention of prospective buyers.
- d) The existence or extent of services and/or facilities of any kind at the market;
- e) The position within the market that the stallholder will occupy.
- f) The suitability of the market for any particular purpose or the existence of any latent or patent defect at the market.
- g) The extent, if any, to which other visitors to the market might interfere with the stallholder's use of the market.
- h) The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by RWRM.
- i) 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
- j) The existence or extent of any security at the market.

RWRM's Representations

17.1 RWRM'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 RWRM at any time in writing and without any period of notice.

RWRM reserves the right to undertake any of the following actions without notice:

- a) Re-locate a stallholder to another stall within the market.
- b) Require the stallholder to remove from sale any goods or services offered by the stallholder which are not approved products; or
- c) Request that the stallholder undertake any reasonable measure which in the opinion of RWRM will improve the safety of the stall or to raise the level presentation of the stall and its products.

Termination

18.1 RWRM 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:

- a) Fails to pay their stall fee in a timely manner.
- b) Fails to abide by the markets set up or pack up conditions.
- c) Fails to abide by the market's trading hours.
- d) Fails to abide by the terms and conditions of the market's rules and regulations.
- e) Fails to limit the products offered for sale to approved.
- f) Commits a criminal act at the market.
- g) Commits an act that is a breach of the Work Safe's Codes of Practice; or
- h) Behaves in a manner that breaches the market's Code of Conduct.