

# Granite Belt Flavours Market Regulations

All Stallholders are granted consent to Trade at the Market on the condition that they agree to the terms and conditions of these Regulations.

## Definitions

In these Regulations:

**Application Form** includes a Registration Form or any other form/s that has been completed by a Stallholder when applying to the Manager for consent to trade at the Market and may include any updated forms completed by the Stallholder from time to time. Such forms may take the form of an electronic document that has been or is forwarded to the Manager or SBC by electronic mail.

**Approved Products** means those goods and services for which the Manager has granted consent to the Stallholder to offer for sale and sell or provide at the Market. Such goods and services must be described by way of an itemised list in the Application Form. The Stallholder must also provide photo images of any major branding or sponsorship. The Manager reserves the right to consent to part only of the goods and services described in the Application Form and will advise the Stallholder of those goods and services that is consents to prior to the commencement of the Market .

**Code of Conduct** means the Code of Conduct detailed under the heading **Code of Conduct** below.

**Manager** means Blue Sky Events Pty Ltd (A.C.N. 083 859 616), its employees, staff, and officers. The Manager is the duly authorised agent of South Bank Corporation in respect of the Markets , South Bank Corporation has authorised the Manager to control, operate and regulate the Market on behalf of South Bank Corporation. This authority includes the ability to grant or withhold consent to any person/s or legal entity to attend and occupy a Stall at the Market.

**Market** means the Granite belt Flavours Market to be held in the areas within the South Bank Parklands 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, on 21<sup>st</sup> March 2010.

**Regulations** means the terms and conditions included in this document, as amended from time to time, with the agreement of both parties.

**Site Manager** means the person/persons appointed by the Manager to manage the Market on 21<sup>st</sup> march 2010.

**South Bank Corporation ('SBC')** is a body corporate established under the South Bank Corporation Act 1989. South Bank Corporation is the owner of the land on which the Market will be conducted and is the promoter and organiser of the Market.

**Stall** means a single area within the Market that is designated by the Manager for the purposes of Trading Activity by a Stallholder. This area will usually be identified as a space defined by a perimeter.

**Stallholder** means a person, persons or company and their/its 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 Fees are included on the Website.

**Trade at the Market** means the occupation of a stall and the undertaking of Trading Activity

**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.

**Traffic Control Plan** means the "South Bank Market Traffic Control Plan" & "Where to go" & "What to Do" information sheets produced by the Manager as amended from time to time.

**Website** means the website with the following address: [www.southbankmarket.com.au](http://www.southbankmarket.com.au)

## GENERAL

**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.

### APPROVED PRODUCTS

- A Stallholder may only offer Approved Products for sale or for free. In order to ensure variety and a controlled number of stalls in each product category at the Market, the Manager reserves the right to reject applications in its absolute discretion and not to enter into correspondence or otherwise explain the reasons for its decisions.
- If food, wine or any other alcoholic beverage of any description whatsoever is proposed to be sold by a Stallholder, then that Stallholder is required to obtain the consent of SBC under its Commercial Special Facility Licence and to comply with any conditions SBC may impose and any statutory laws and regulations.
- Products that may not be offered for sale or sold at the Market include items that are illegal, prohibited, counterfeit or unauthorised goods including goods bearing trademarks for which the Stallholder does not have a license to sell and other items notified by the Manager to a Stallholder from time to time.

## **CODE OF CONDUCT**

Stallholders must ensure that they:

- Do not interfere with public pedestrian access to or egress from adjoining properties;
- Be considerate towards neighbouring businesses & residents adjoining the Market;
- Do not conduct themselves in an intimidating, violent, abusive or offensive manner; or
- Do not occupy a Stall whilst under the influence of alcohol or illegal drugs.

## **EQUIPMENT**

- It is the Stallholder's responsibility to ensure that all equipment brought to the Market by the Stallholder has been erected securely and is operated in a safe manner
- 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 Site Manager & SBC staff in ensuring that an appropriate corridor is maintained along the pedestrian pathways.
- The Stallholder must cooperate with the Manager & SBC staff to ensure that a quality stall presentation is made that matches the aesthetic of the Markets and associated theming.

## **SIGNED REGULATIONS**

- Prior to the commencement of Trading at the Markets, each Stallholder must deliver to the Site Manager a copy of these regulations signed by the Stallholder, and if more than one, each of them, and by any guarantor. The Stallholder will not be entitled to Trade at the Market unless and until a signed copy of these regulations is provided.

## **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 them.
- In consideration of the Manager & SBC permitting the Stallholder to Trade at the Market, the Guarantor unconditionally and irrevocably guarantees to the Manager the due and punctual performance and observance by the Stallholder of the terms and conditions of these Regulations

## **INSURANCE**

- SBC has taken out public liability insurance for the amount of \$20,000,000.00 on behalf of the Market Stallholders. A copy of the terms of the Market Insurance Policy is available by a written request by the Stallholder addressed to SBC. The Manager reserves the right to offer a discounted Stall Fee to Stallholders who have their own insurance policy. Stallholders are required to provide evidence in the form of a certificate of currency issued by an Insurer for any public liability policy they hold in order to be eligible for the discounted Stall Fee rate, however the availability of the discount is in the absolute discretion of the Manager.

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

## **STALLS**

- The Stallholder acknowledges that the Manager's consent to the Stallholder to Trade at the Market may not be assigned to any other person and does not convey any ongoing legal right to a stall or any particular location for a Stall. Stallholders must locate their Stalls as directed by the Site 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 Stall Marquee which may be located under an awning that is connected to a Marquee.
- The Stallholder may request from the Manager's 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.

## **SET UP AND PACK UP**

- The hours of set up and pack up are outlined on the Website. There are specific restrictions for entry into the Market site due to a public road closure on the day. There will be restricted access from 0600 to 0800hrs. Entry is available from 0800

to 1000. All vehicles must be off- site by 1000hrs.

- Stallholders must abide by the instructions of the Site Manager & SBC 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 is a safety hazard.

### **SIGNAGE**

- Stallholders may not erect any advertising display or signage unless the Stallholder has received the Manager consent to display such advertising display or signage.

### **STALL FEES**

- Stall Fees and the method of payment are outlined on the Website.
- Payment must be received before the date of the Market or the Stallholder will not be entitled to Trade at the Market.

### **TRADING HOURS**

- Trading Activity is permitted during the Trading Hours of 1000hrs to 1500hrs on 21<sup>st</sup> March 2010.
- All stalls must be set up and ready to trade at the commencement of the Trading Hours.
- The Stallholder must 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. Stallholders who have booked and paid their Stall fees in accordance with these Regulations but have not occupied their Stall by 1000 Hours on the Market day, forfeit their stall booking and will not be entitled to any credit or refund of stall fees. The Manager reserves the right to allocate the Stall to another Stallholder.

### **VEHICLE & TRAFFIC CONTROL**

- Stallholders must comply with the terms of the Traffic Control Plan (as amended from time to time) and must abide by the instructions of the Site Manager & SBC 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.
- A Copy of the Traffic Control Plan can be viewed on the Website. Stallholders must comply with local traffic rules and regulations on the 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 up 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 his/her site and ensure that it is clear of discarded rubbish and waste materials.

### **WEATHER**

- The Market may operate in varying weather conditions. You should not apply for a stall unless you are prepared to take the risk on weather
- 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.
- Neither the Manager nor SBC will be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions and no credits or refunds of Stall Fees are issued in the case of bad weather.

### **STALLHOLDER RESPONSIBILITIES, REPRESENTATIONS & INDEMNITY**

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 Site Manager or SBC 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 Stall 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 Stall site or it's immediate surrounds, 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 Site 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 Site 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 Site Manager;
- vacate the Market immediately after being requested to do so by the Site 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 or SBC that is damaged by the Stallholder

The Manager permits the Stallholder to attend the Market in reliance upon 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 relying upon any representation or statement made by the Manager or SBC that is not expressly contained in these Regulations
- the Stallholder is responsible for obtaining all 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;
- the Stallholder will bring into the Market any hazardous materials or substances; and
- the Stallholder will comply with these Regulations and will comply with any changes to the Market Regulations, or any relevant local government or other statutory laws and regulations.

Without limiting the generality of these terms, the Stallholder acknowledges and agrees that the Manager & SBC are 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.

Without limiting the generality of any other provision of these Regulations, the Stallholder hereby indemnifies and holds the Manager & SBC 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
- legal costs on a full indemnity basis incurred by the Manager & SBC as a result of any act or omission of the Stallholder including any breach of these Regulations.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2010

**Company Stallholder:**

Executed by Stallholder: \_\_\_\_\_ [Please insert company name] ACN \_\_\_\_\_  
 [please insert] in accordance with section 127(l) of the Corporations Act 2001 (Cwlth) by authority of its directors:

_____ Signature of Director/Sole Director & Company Secretary	_____ Signature of Director/Company Secretary
_____ Name of Director/Sole Director & Company Secretary	_____ Name of Director/Company Secretary

**(OR individual Stallholder(s))**

Signed by Stallholder(s):	
_____	[Please insert full name]
_____	[Please insert full name]
In the presence of _____ [Witness]	
_____	[Witness' full name]

**Guarantor:**

Signed by: _____ [Please insert full name] as Guarantor in the presence	
of: _____	[Witness]
_____	[Witness' full name]