

## **Market Rules and Regulations**

(Amended April 2016)

### **Applications**

- Acceptance and non acceptance of applications will be at the sole discretion of "Craft Markets Australia Pty Ltd" (Management) and will be based on the information given by the applicant on their application, meeting the approved Product criteria, quality, product distribution, diversity (market mix) and availability.
- Management reserves the right to reject applications and not enter into any correspondence or otherwise explain the reasons for its decisions. All decisions made by management are final.
- Stall rental and stall positions is totally at the discretion of Management.
- Stalls cannot be transferred, sublet, franchised or sold to any other person, nor can they be shared without written approval.
- Upon applying for a stall, stallholders agree that any images that they supply can be used to promote CMA events. Stallholders must only provide images that are they own or have copyright there of. Stallholders must also agree that they will exercise good judgement and always be respectful and courteous to Craft Markets Australia, fellow stallholders and customers on all platforms of social media.

### **Approved Products**

- All products offered for sale must be made and sold by the registered stallholder.
- Products that are clearly imported or purchased from a wholesaler or are deemed inappropriate (eg: discriminatory or offensive) by Management will not be considered.
- Plants: Buying from a wholesaler and "growing on" is not accepted. The stallholder must propagate all plants sold at the market.
- It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their product.
- Designing and/or packaging only is not sufficient involvement. Stallholders who value-add to a product must provide significant creative input to the product and not just apply token additions.
- A stallholder may only offer for sale approved products which have been accepted by Management on the application form submitted by the stallholder.
- Designing and/or packaging only is not sufficient involvement.
- Stallholders who value-add to a product must provide significant creative input to the product and not just apply token additions. Original garment/product must be plain in colour. The use of patterned or printed fabric is not permitted. Craftsmanship additions to any commercial clothing/product must adhere to at least 30% of the actual item and be clearly visible. Small token additions of a commercial aspect will not be accepted (e.g. single button, ribbon, beads etc)
- To add new products, a request in writing is required with photos. Products can not be added to stall unless written approval is given by Management.
- Stallholders are not permitted to sell other people's goods.
- All products and stall presentation must be of a high standard.

### **Fees & Insurance**

- Stall fees are outlined in the application procedure form and at [www.craftmarkets.com.au](http://www.craftmarkets.com.au)
- Stall fees include \$20,000,000.00 Public Liability insurance with a \$1000 fee per claim payable by the claimant. There are no discounts for stallholders who have their own insurance. (Copy of Policy available for viewing at <https://www.craftmarkets.com.au/application.asp>)
- Fees must be paid by due dates set by Management and failure to pay the stall fee on time is a breach of these regulations and all bookings will be cancelled.
- Stallholders who pay by a cheque that is dishonored will be charged an administration fee of \$15

### **Market days**

- Registered stallholders must be in attendance during the market trading times as advertised at [www.craftmarkets.com.au](http://www.craftmarkets.com.au)
- Stallholders must be in the market area 30 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 15 minutes after closing time unless otherwise advised by CMA.
- Any Stallholder seen to be moving their vehicle before the 15 minute mark past the advertised market closing time, will be handed a printed 'leaving early' warning slip.
- Any Stallholder who receives up to two 'leaving early' warning slips at any market will receive official notification that their business relationship with CMA is terminated with no further correspondence being entered into.
- Registered stallholders may apply in writing to Management to have a family member or employees man their stall. Approval will only be considered if the persons manning the stall have a degree of knowledge of the product and/or be involved in the making of the product(s).
- Notification of non-attendance is required on market days via market mobile (0412 839 417) to allow neighboring stallholders to spread out and fill in gaps. No refunds/credits will be given or considered on market days.
- Loud product promotion of their products at stall sites or in walkways by stallholders is not permitted.

## **Craft Markets Australia Pty Ltd - RULES and REGULATIONS 2016-2017**

- 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 must be in writing.
- Raffle tickets may not be sold. Only handbills approved by Management may be displayed on stalls.
- Products and produce with faults must be clearly labeled and sold as seconds.

### **Cancellations and Refunds**

- Notification of non-attendance is required. If no notification is given then all future bookings will be cancelled and any monies paid will not be refunded.
- A \$30 admin fee/cancellation fee will be charged if a booking is confirmed and then cancelled. There is no fee if more than two weeks notice is given and any monies paid will be refunded or credited to next market owing.
- A full refund will only be paid or credited providing that more than two weeks notice was given.
- NO refunds are given for cancellations that occur 7 days before a market day, or for cancellations received on market days. Management is not responsible for adverse weather conditions so there are no refunds for this reason.
- A request for a refund must be in writing within 10 days of the cancellation.
- Permanent stallholders lose their permanent status if they cancel attendance at more than two markets in a season.

### **Adverse Weather**

- Markets will operate in varying weather conditions and stallholders must be prepared for adverse weather.
- HEAT POLICY: At the discretion of Management, the market may close one hour earlier if the outside temperature reaches above 35c.
- If a **CODE RED** DAY is called by the CFA, then the market will NOT operate that day.
- Stallholders may pack up their stall due to adverse weather conditions but may not leave unless permission is given by Management.
- No refunds/credits are given for the cancellation of markets and/or reduced trading hours on market days due to adverse weather conditions by the stallholder and/or Management.
- In the instance that a venue operator/CFA Code Red cancels a market date at any time, CMA will make every effort to reschedule the cancelled market and all fees paid for that market will be transferred to the new date.
- Management will not be held responsible for any loss including fees paid by stallholders, damage or injury whatsoever resulting from adverse weather conditions.

### **Occupational Health and Safety**

- Stallholders must drive within the market area at a safe speed that is no greater than 5km.
- Vehicles are not permitted to move within the market area 30 minutes prior and 15 minutes after the markets advertised trading times.
- As advertised to the public and in the interest of health & safety, stallholders DOGS are not permitted at market venues.
- Within market area, smoking is **not** permitted at any stall site.

### **Waste and Rubbish Removal**

- Stallholders are required to remove their own rubbish and waste from their immediate stall location. Boxes & cartons must be removed from market area. Failure to do so may result in an imposed levy.
- The waste bins provided at the markets are for the general public use only.
- Stallholders are responsible for leaving their site and surrounding area clean, tidy and undamaged.

### **Stall Set-up and Equipment**

- Stallholders must provide their own covers and stall set-up which must be good in presentation.
- Management do not provide any stall equipment, they only provide site area. (Tent Hire agreements and fees are available upon request.)
- 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.
- Tents, covers and all stall equipment must be erected securely and weighted or secured at all times regardless of the weather.
- All equipment must be in good repair and be operated in a safe manner.

### **Food stalls**

- It is the Stallholders responsibility to apply to the local Shire/council (Health and Environmental Services department) and obtain and pay any registration required.
- Stallholders must supply copies of registration with their local council and also the council in which they are trading, to Management, including stretrader registration.
- Food stallholders must comply with any local, state & federal health regulations and food acts.
- Stalls selling alcohol (bottle only) must supply management copies of their liquor license prior to market days.

## **Craft Markets Australia Pty Ltd - RULES and REGULATIONS 2016-2017**

- Failure to comply with health department standards and regulations may result in immediate closure of stall and future stalls may only be reinstated once Management are satisfied all standards and regulations have been adhered to.
- Stallholders selling take away foods or drinks must have temporary floors at their site on market days.
- Stallholders selling take away foods or drinks are permitted to sell plain bottled water capped at \$2 per bottle.
- All food/drink samplings offered to patrons must be covered and protected from dirt/dust/insects

### **Power/Gas Equipment**

- Powered sites are limited and power outlets may only be used with the permission of Management.
- Stallholders must ensure that all electrical equipment and leads be tagged in compliance with relevant workplaces regulations.
- Stallholders must ensure that all gas appliances are approved and in date.
- Stallholders using gas appliances must complete the ESV (Energy Safe Vic) self checklist prior to trading at each market and present if inspected by a representative from ESV.
- Stallholders using gas/electrical appliances must have a suitable fire extinguisher or fire blanket on site.
- 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**

- Stallholders must respond co-operatively to any direction given by Management 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.
- Stallholders must not act in a verbally or physically abusive, dangerous, or disruptive manner and if so it will not be tolerated and will result in immediate termination.
- Stallholders must ensure that their activities do not endanger the safety or security of any people at Markets.
- 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.
- 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
- Stallholders must report to the Management any incident or accident to any person or property that involves loss or could be expected to give rise to a claim.

### **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 retails 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.
- 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.

## **Craft Markets Australia Pty Ltd - RULES and REGULATIONS 2016-2017**

### **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 goods or services 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**

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 markets 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 rules and regulations;
- 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.