

Inglewood on Beaufort Inc. - Monday Night Markets

Trader Conditions 2019/20 Season

1 Definitions

"Market" means Monday Night Markets which operates along Beaufort Street between Sixth Avenue and Dundas Road, Inglewood, and immediately adjacent streets off Beaufort Street, run each Monday night between 14 October 2019 to 6 April 2020, between 6:00pm and 9:00pm.

"We" or "us" or "our" means Inglewood on Beaufort Inc. and their duly appointed agents.

"You" means a stallholder or a potential stallholder, as the case may be.

2 Applications

- (a) To become a stallholder at the Market you must submit a completed application to us, along with any requested certificate, permit or any other information beneficial to our understanding of your stall and its potential promotion.
- (b) Acceptance is at our discretion based on the information you provide to us. We take into account your products' quality, diversity and distribution.
- (c) We are not obliged to give reasons for rejecting any application.

3 Grant

If your application is accepted, we will assign a stall space to you.

- (a) Our consent to you to occupy a Stall at the Markets does not confer any right for you to set up a stall in any other location.
- (b) You cannot transfer, sublet or assign your stall space to another party without our prior written approval.

4 Fees and Insurance

- (a) Stall fees are set out in the fees schedule.
- (b) You must pay the fees **before** you commence trading. If you have not paid your fees, **you will not be allowed to trade** and we will revoke your right to occupy a stall space.
- (c) The fees relate to your trade for the full term of the market and are only divided into payment options for your benefit. **You are responsible to pay the full fee.**
- (d) Any other method of payment must be negotiated with us and a minimum of 14 days must be allowed for our approval.
- (e) Any late payments will incur a 10% administration fee.
- (f) You must hold current insurances for public risk, product liability and worker compensation in the sum of \$10,000,000.00 in respect of any single event claim.
- (g) The insurance must cover both your interests and our interests.
- (h) You must provide a copy of the Certificate of Currency to us before you commence trading.

I have read and understand the above conditions: _____ (Signature)

- 5 Cancellation and Refund**
- (a) Should you wish to cancel attendance at one (1) or more markets, you will forfeit any monies already paid.
 - (b) If you do not give notice of non-attendance on more than two (2) occasions, we will cancel your future bookings without refund.
 - (c) We will not give any refunds to you if you cancel a booking or if we cancel your booking in accordance with these Conditions.
 - (d) In exceptional circumstances, discretionary refunds may be applied for in writing.

- 6 Adverse Weather**
- (a) The Markets may continue to operate in varying Markets conditions and are subject to the markets Adverse Weather Policy (as amended). You must be prepared to trade in adverse weather.
 - (b) You must bring your own covers and other equipment for protection in adverse weather conditions.
 - (c) If the Markets proceed in adverse weather, you may, at your discretion, decide whether to trade or not, but we will not give a refund if you decide not to trade.
 - (d) We are not responsible for any loss, damage or injury suffered by any parties due to adverse weather conditions and your decision to trade or not to trade.

- 7 Approved Products**
- (a) You must:
 - Only sell products that we have approved as part of your application.
 - Ensure that your products conform to all safety and compliance standards.
 - Provide your request to us in writing (with photos of the new products), if you wish to sell new products.
 - (b) We may accept or reject any requests for new products at our discretion. We are not required to give reason for our decision.
 - (c) You are **not permitted** to sell the following:
 - Goods bearing registered trademarks which are not genuine products;
 - Items and services of an 'adult' nature which are not suitable for a public forum;
 - Items associated with and/or for the consumption of illegal drugs;
 - Tobacco products.

- 8 Food Stalls**
- (a) If your products include food, you must:
 - (i) obtain the necessary approval from the City of Stirling by completing the *Application For A Permit To Provide Food At Events*
 - (ii) return the *Application For A Permit To Provide Food At Events* to the City of Stirling
 - (iii) provide a copy of your permit to us before you commence trading;
 - (iv) display the permit from the City of Stirling or be able to provide proof of holding a

I have read and understand the above conditions: _____ (Signature) 2

- valid permit at every market;
 - (v) ensure that you comply with the City of Stirling's minimum standards; and,
 - (vi) comply with the Australia New Zealand Food Standards Code regarding food labelling.
- (b) We will close all stalls that do not comply with the above requirements.

9 Your Responsibility

You must:

- (a) treat all market staff and volunteers charged with delivery of the markets with the utmost respect at all times as they want you to have the best market every Monday night;
- (b) not engage with bricks and mortar business owners and / or their patrons. These businesses often forgo trading hours and parking convenience for their customers to permit the event to go ahead. If you have an issue with respect to a local business refer it to us;
- (c) not engage with Uber Eats, Menulog or any other delivery service during the Market**
- (d) be in the Markets area at least 30 minutes before trading time for set up and be ready to trade at the commencement of the trading hours;
- (e) continue trading until the minimum of 9:00pm or as directed by us;
- (f) provide your own covers and stall set up, including floor coverings to protect pavement from spillages and staining, and minimise your clients' mess;
- (g) ensure that your tents, stall equipment, and signage are erected securely to prevent them from moving or causing damage in windy conditions;
- (h) comply with the Environmental Protection (Noise) Regulations 1997;
- (i) provide your own electrical and gas equipment (including generators) and ensure that they comply with relevant workplace laws and energy safety laws;
- (j) keep public access ways clear at all time and as directed by us;
- (k) comply with the reasonable requirements to improve the safety of the stall;
- (l) keep your stall site and surrounding area clean and free of rubbish;
- (m) supply sufficient lighting to enable easy identification of your products and for easy access around your stall;
- (n) remove your waste and other rubbish that you brought into the Markets; The bins provided at the Markets are for the general public waste and not available to you for your disposal of waste whether it be generated at markets or not.
- (o) cease trading at the end of the trading hours and pack up and vacate the site by 10.00 pm at the latest or sooner as directed by us in the case of re-opened roads;
- (p) leave the site in the same condition before the site was set up and make good any damage to the site, at your cost and before you vacate the site;
- (q) not do anything that is illegal, obscene, offensive or cause damage to or endanger the safety of the public;
- (r) report any injury or loss to any person that may result in a claim against you or against us to us, on the night to the Markets Manager or by email to markets@inglewoodonbeaufort.com.

10 Termination

I have read and understand the above conditions: _____ (Signature)

We may remove you from the Markets and cancel your future bookings if you:

- (a) fail to pay your Stall fees on time;
- (b) fail to abide by the set up and pack up conditions;
- (c) fail to abide by the trading hours, set up or pack up hours;
- (d) fail to abide by the guidelines above;
- (e) sell products that are not Approved Products;
- (f) commit a crime at the Markets;
- (g) behave in a manner that is inappropriate and/or bring the Markets in to disrepute;
- (h) fail to abide by noise guideline by virtue of noisy generator equipment

11 Exclusion of Liability

We make no representation in relation to your use of the Markets and we have not given any warranty or representation regarding:

- (a) your prospect of selling the approved product at the Markets;
- (b) your access or public access to the Markets;
- (c) other product on sale that will compete with your approved products at the Markets;
- (d) extent to which other stallholders and visitors to the Markets may interfere with your use of the Markets;
- (e) the extent of any advertising or promotional activities we have or will undertake in relation to the Markets.

We are not responsible for:

- (f) theft or damage of your property, including, the Approved Product and other plant and equipment.
- (g) your failure to sell your approved products;
- (h) damage or injury to any person

12 Your indemnity to us

You agree to indemnify us from and against all claims for losses, and to pay our expenses in responding to those claims, including our legal costs in relation to:

- (a) Any damage that you caused to our properties;
- (b) Your occupation and use of the Markets;
- (c) Your sale or attempted sale of your products the Markets;
- (d) Any injury or harm that you may suffer;
- (e) Any injury or harm to any property or suffered by any person as a direct or indirect consequent of your act or omission;
- (f) The death of any person caused wholly or partly by your acts or omission; and
- (g) Your breach of these Conditions.

I have read and understand the above conditions: _____ (Signature)

**We require your 100% support in making the
Inglewood on Beaufort - Monday Night Markets a
continued success.**

Full Legal Name: _____

Signature: _____

Date: _____

Email Address: _____

Phone Number: _____

Residential Address: _____

Number of years at this address: _____

Please ensure you have signed every page.

**All sections above must be completed
in order for your application to be considered.**

I have read and understand the above conditions: _____ (Signature)