



Rotary Clubs of
Townsville Markets Inc.

RIVERWAY • STRAND • WILLOWS

REGULATIONS OF TOWNSVILLE ROTARY MARKETS

These regulations have been created by the Rotary Clubs of Townsville Markets Inc trading as Townsville Rotary Markets. The organization was incorporated on 23 September 2016

No. IA 56315

ABN: 60 7171 936 440.

Townsville Rotary Markets Details

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These Regulations apply to all Stallholders who trade at any Rotary Market and constitutes the terms and conditions on which the Stallholder has agreed to occupy the site and trade and Townsville Rotary Markets (TRM) has agreed to provide services to the Stallholder.

All Stallholders are required to read these Regulations and confirm their agreement by completing an application form and the application has been accepted by TRM.

Regulations of Townsville Rotary Markets		Page
1	Application Form	4
2	Definitions	4
3	Days of Operation	5
4	Approved Products	6
5	Eligible Products	6
6	Unacceptable Products	6
7	Sites	7
8	Fees	7
9	Methods of Paying Fees	7
10	Vehicle and Traffic Control	7
11	Set Up and Pack Up	7
12	Public Liability Insurance	8
13	Equipment	8
14	Equipment to be Supplied by Stallholder	8
15	Weather	8
16	Adverse Weather Conditions	9
17	Exceptional Weather Conditions	9
18	Access to Power	9
19	Vehicles	10
20	Absence from the Markets	10
21	Casual Stallholder	10
22	Stallholder Communication	11
23	Staffing of the Market	11
24	Complaints	11
25	Busking	11
26	Surveys, Petitions, Written Notices	12
27	Stallholder Code of Conduct	12
28	Signage	12
29	Power and Equipment Requirements	13
30	Waste Management	13
31	Stallholder Obligations	13
32	Stallholder Responsibilities	14
33	Warranties and Representations of Stallholders	14
34	Market Structure and Product Mix	15
35	Stallholder Indemnity	15
36	Exclusion of Liability	16
37	Manager's Representations	16
38	Termination	16

1. Application Form

- a) All Stallholders must consent to the Regulations of Townsville Rotary Markets by completing and submitting an Application Form <http://townsvillerotarymarkets.com.au/register.nb>
- b) The Operations Officer (OO) will not grant consent to the Stallholder to occupy a Site at the Market prior to having received an Application Form that has been fully completed by the Stallholder.

2. Definitions

- a) **Application Form** means the form/s that has been completed by a Stallholder when applying for consent to occupy a Site at any Rotary Market and may include any updated forms completed by the Stallholder from time to time. Such forms may include any electronic documents that have been forwarded to stallholder.
- b) **Approved Products** means those goods and services for which the Manager has granted to the Stallholder consent to offer for sale and sell at the Market. Such goods and services must be described in the Application Form. The Manager reserves the right to provide consent to a limited selection of the goods and services described in the Application Form and shall advise the Stallholder accordingly.
- c) **Bylaws** refer to the Bylaws attached to these Regulations. The Bylaws includes operational matters pertinent to individual Markets that may change from time to time and are essential terms and conditions of these Regulations.
- d) **Casual Stallholder** means a person, persons or legal entity and their employees, staff, agents or representatives that have been granted consent by the Manager to occupy a Site and undertake Trading Activity at any Rotary Market for a defined period as outlined in the Bylaws
- e) **Code of Conduct** means the Code of Conduct outlined in the Regulations.
- f) **Manager** means the Operations Officer or member of management committee, employees, volunteers, staff, and officers of Rotary Clubs of Townsville Markets Inc. (ABN 60 717 936 440). The Manager has the license to control, operate and regulate the Market which includes the authority to grant or withhold consent to any person/s or legal entity to attend and occupy a Site at any of the Markets.
- g) **Market** means the areas within the Strand Park, Willows Shopping Centre, Riverway or any other Market area that has been developed which are designated for the purpose of conducting market Trading Activity and includes any car parking areas and areas of access to or egress from the Market.

- h) **Market Coordinator** means the person/persons appointed by the Manager to manage the Market on a trading day.
- i) **Marquee or Gazebo** means any tent, umbrella or covered structure that is supplied and erected by the Manager or Stallholder within a site.
- j) **Permanent Stallholder** means a person, persons or legal entity and their employees, staff, agents or representatives that have been granted consent to occupy a Site and undertake Trading Activity at the Market on either a weekly, fortnightly basis or monthly basis.
- k) **Regulations** means the terms and conditions included in this document, as amended from time to time. All Stallholders should retain a copy of the Regulations for their records or may refer to a current copy of the Regulations on the Townsville Rotary Markets website
- l) **Site** means an area within the Market that is designated by the Manager for the purposes of Trading Activity by a Stallholder. This area will usually be indicated by ground markers. Any alternative area will be defined by the Manager and indicated in writing to the Stallholder as a condition of consent.
- m) **Stallholder** means a person, persons or legal entity and their employees, staff, agents or representatives that have been granted consent by the Manager to occupy a Site and undertake Trading Activity at the Market on either a regular or casual basis.
- n) **Stallholder Permit** means the completed form provided by the Manager to the Stallholder listing the Approved Products and which must always be on display at the Site while trading
- o) **Site 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 Site Fee amount is included in the Bylaws.
- p) **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.
- q) **Traffic Control Plan** means the Townsville Rotary Markets Traffic Control Plan as amended from time to time.
- r) **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.
- s) **Townsville Rotary Markets (TRM)** is the trading name for Rotary Clubs of Townsville Markets Inc.

3. Trading Hours

- a) Trading Activity is permitted during the Trading Hours detailed in the Bylaws.

- b) All Sites must be set up and ready to trade at the commencement of the Trading Hours.
- c) It is the responsibility of the Stallholder to continue trading for the full duration of the Market's trading hours.
- d) Stallholders must cease trading and commence packing at the end of the Trading Hours and must ensure they are off site within one hour after completion of trading hours.
- e) Stallholders who have not occupied their Site within half hour prior to the Commencement of Trading Hours will forfeit their Site booking; will not be entitled to any credit or refund of Site fees and the Manager reserves the right to allocate the Site to another Stallholder.

4. Approved Products

- a) A Stallholder may only offer for sale Approved Products as agreed to by the Manager and must comply with Australian standards and not banned by the Office of Fair Trading (Documents list in regulations sections of TRM website).
- b) To vary the Approved Product/s, a Stallholders must submit request by email that describes the proposed new product/s to the Manager. New products cannot be sold until Approval from the Manager is received by the Stallholder.
- c) The Manager may cancel a Stallholder's approval to occupy a Site if the merchandise offered for sale is substantially different from the Approved Product, is of poor quality or fails to meet the Office of Fair-Trading approved criteria.
- d) In order to ensure variety, a high standard of goods and a limited number of sites in each product category at the Market, Manager reserves the right to reject applications and not to enter into correspondence or otherwise explain the reasons for its decisions.
- e) Stallholders are not permitted to sell offensive, illegal, prohibited, counterfeit or unauthorised goods including goods bearing trademarks for which the Stallholder does not have a license to sell.
- f) If food of any description whatsoever is sold by a Stallholder, then that Stallholder is required to comply with relevant local government and other statutory laws and regulations. All Food sites MUST have impervious flooring (tarp or similar) under their site to eliminate spills and stains.

5. Eligible Products

- a) Arts, craft, jewelry, home wares, exotic items, designer fashions, home baking, fresh produce and much more. A limited number of food Sites are permitted.

6. Unacceptable Products

Products that in the Manager's reasonable opinion are not appropriate to be sold at the Market, and include 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 the illegal use of drugs; and items not in accordance with the relevant Australian Standards; items of a second hand nature and other items notified by the Manager to a Stallholder from time to time. No live animals. Please also see item 4 above

7. Sites

- a) The Stallholder acknowledges that the Manager's consent to the Stallholder to occupy a Site at the Market may not be assigned to any other person and does not convey any right to any location for a Site. Stallholders must locate their Sites as directed by the Manager who is authorised to determine and change the layout for Sites from time to time.
- b) The Stallholder must ensure that all Trading Activity is undertaken within the boundaries of the Site.
- c) The Stallholder may request from the Manager permission to utilise extra space at the Market and if the request is granted, the Manager reserves the right to charge an additional Site Fee in respect of the additional space.

8. Fees

- a) Site Fees for each market must be prepaid in accordance with the Market Bylaws.
- b) A failure to pay the Site Fee on time is a breach of these regulations.

9. Methods of Paying Fees

- a) When confirming booking through website
- b) Electronic Fund slip
- c) Westpac Bank – Account name: Community Solutions BSB: 034-241 Account No: 437356
- d) In person – cash or credit card
- e) Credit card payment are accepted over the phone 0477 477 04-- during business hours or by email.

10. Vehicle and Traffic Control

Stallholders must comply with the terms of the Market's Traffic Control Plan (as amended from time to time) and must abide by the instructions of the Manager & 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. Failure to comply is considered to be a major breach of the Stallholder's obligations and the Manager reserves the right to refuse the offending Stallholder permission to occupy a Site at the Market on the day of the infringement and on any future date.

11. Set Up and Pack Up

- a) The hours of Set up and Pack up are outlined in the Bylaws.
- b) 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 Site outside of the designated times may be hazardous to other persons and, as such, a failure to observe and comply with the time restrictions for set up and pack up is

considered to be a major breach of the Stallholder's obligations and the Manager reserves the right to refuse the offending Stallholder permission to occupy a Site at the Market on the day of the infringement and on any future date.

12. Public Liability Insurance

- a) All stallholders MUST be covered by Public Liability insurance with a minimum coverage of \$10,000,000. This insurance can be provided either with the stallholders' own insurance policy or be covered (at extra expense added to site fee) by the TRM's policy.
- b) Stallholders that rely on their own insurance policy must ensure that a valid insurance Certificate of Currency is current, has been provided to the Manager, and the Certificate of Currency is displayed in their respective stall.
- c) The TRM's insurance does not cover food vendors. All food vendors must have their own insurance and display a Certificate of Currency on their stall.

13. Equipment

- a) The Equipment supplied by the Manager is described in the Bylaws.
- b) The Manager does not warrant that any equipment provided by the Manager for use by the Stallholder is fit for the Stallholder's use and shall not be responsible for any damage caused by any failure or malfunction of the equipment.
- c) It is the Stallholder's responsibility to ensure that all equipment brought to the Market by the Stallholder has been erected securely, is operated in a safe manner and has been ballasted against strong winds (spikes must not be used) prior to the commencement of trade.
- d) All Site equipment including racks, tables, equipment, signage, etc. must be located within Site boundaries. Public access ways must always be kept clear and Stallholders must cooperate with the Manager in ensuring that an appropriate corridor is maintained along the pedestrian pathways.

14. Equipment to be Supplied by Stallholder

- a) Gazebos (if allowed in the site), umbrellas, shade structures, tables, chairs and display equipment. Note that all tables must be fitted with covers that drop to within 30 cm from the ground.
- b) Electrical leads and power boards if power has been requested.

15. Weather

- a) The market may operate in varying weather conditions.
- b) It is the responsibility of the Stallholder to bring their own covers and other equipment for protection in adverse weather conditions.
- c) 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 Market Coordinator of their intention to cease trading and pack up.

- d) The Manager will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.

16. Adverse Weather Conditions

The Market WILL NOT be cancelled in the event of wet weather – the Market is conducted in the open air, it is not a covered market and will operate in varying weather conditions including wet weather.

NO refunds/credits are issued to any Stallholder if the weather deteriorates during the day. NO refunds are issued to any Stallholder if the market is cancelled by Rotary due to adverse weather conditions. Prepaid site fees will be credited to the stallholder for a future booking.

- a) It is the responsibility of the Stallholder to bring their own covers and other equipment for the purpose of protection in adverse weather conditions
- b) Stallholders should not apply for a Site unless they are prepared to take the risk on weather.

17. Exceptional Weather Conditions

- a) The Manager reserves the right to cancel the entire Market if weather conditions are considered too dangerous to trade in the case of actual or predicted cyclonic activity.
- b) No refunds are issued to any Stallholder if the market is cancelled due to exceptional weather conditions. Prepaid site fees will be credited to the stallholder for a future booking.
- c) Stallholders are not allowed to trade once the Market has been cancelled, irrespective of improvements in the weather

Stallholders who trade in contravention of the cancellation of the Markets by the Manager are deemed to have committed a serious breach of these regulations and will have their right to trade withdrawn immediately. Stallholders will be advised of the cancellation of the market in any/any/all the following ways:

- Message on the Call Centre answering machine
- Bulk email
- SMS
- Home page message on TRM website
- Advice on local radio stations

18. Access to Power

- a) Stallholders requiring access to power must request such on their application form as not all sites have power.
- b) The use of double adaptors is not permitted. Power boards with circuit breakers must be used.

- c) All electrical equipment must be tested and tagged (tagging must be current) before being used at the Market.

19. Vehicles

When driving within the Market area, vehicles must travel at no more than 5 kph and must have hazard lights on.

- a) Stallholders must comply with local traffic rules and regulations on the public 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 maneuvers, or otherwise hinder traffic in the streets surrounding the Market during set up or pack times
- b) No vehicle can remain inside the market site during trading hours unless permission is granted by the Manager.
- c) Stallholder vehicles can enter the Market to pack up only after the Manager has removed the
- d) Market barriers, or otherwise signaled that vehicle access is allowed.
- e) Please refer to the Traffic Control Plan for more information

20. Absence from the Markets

- a) A Permanent Stallholder at Willows Rotary Markets is entitled to six-weeks leave, in total, per calendar year.
- b) A Permanent Stallholder who is absent for more than six weeks per calendar year will lose their right to trade at subsequent Markets and must reapply as a Casual Stallholder
- c) Permanent Stallholders who intend to take leave must make such a request by email to Manager who will respond appropriately.
- d) A Permanent Stallholder unable to attend the Market must notify the Manager as soon as possible to allow the Site to be released for casual use. Notification can be via email on townsvillerotarymarkets@gmail.com or via SMS to 0477 477 040.
- e) A Permanent Stallholder who fails to attend two consecutive markets is at risk of losing their permanent site at subsequent markets, at the discretion of the Manager.

21. Casual Stallholder

- a) A casual Stallholder is someone who has been granted a permit to trade on a specific date or between a predetermined set of dates. However, Casual Stallholder is required to pay additional fee of \$5 per site.
- b) A casual Stallholder may attend the Market no more than twelve times per year or at the
- c) Manager's discretion
- d) A casual Stallholder must complete a new Application Form
- e) (<http://townsvillerotarymarkets.com.au/register.nb>) for their first attendance at the

Markets.

- f) A casual Stallholder may apply to become a Permanent Stallholder after they have attended no less than four consecutive weekly or fortnightly markets.
- g) A casual Stallholder needs to book either online or through the Call Centre by 2pm the Friday afternoon prior to their required date, or with the Markets coordinator at the previous Markets.
- h) A casual stallholder who books and fails to attend without notifying the Manager may have future applications to attend any TRM rejected.
- i) Casual site allocations may be subject to change due to unforeseen circumstances up to and including the day of trade.

22. Stallholder Communication

All stallholders are required to have a valid email address and a mobile phone.

The Manager will communicate to all Stallholders any changes to the Market program either through a newsletter, via email or by SMS

Site allocations will be emailed by Thursday. Stallholders who do not receive an email should phone the Call Centre to confirm their booking.

23. Staffing of the Market

- a) At Willows Rotary Markets, the Coordinator will be onsite one hour before the commencement of the Market Trading Hours.
- b) At Strand Night Markets and Riverway Moonlight Markets, the Coordinator will be on site from 11/00 am on the day of the Markets.

24. Complaints

- a) Any person wishing to make a complaint during Market Trading Hours is requested to discuss their complaint with the Markets Coordinator on the day to determine whether an amicable resolution is able to be affected immediately.
- b) Anyone wishing to make a complaint outside Market Trading Hours is requested to submit the complaint via email to townsvillerotarymarkets@gmail.com or post the complaint to PO Box 943 Castletown 4812.
- c) If a person is not happy with the response to their complaint, they can escalate the matter by asking the matter to be referred to the management committee.

25. Busking

- a) Busking is permitted in the Market, provided that prior permission has been obtained from the Manager or Market Coordinator. The busker must perform in the location they

have been allocated.

- b) If busking occurs without such permission the busker will be directed to cease immediately and leave the Market.
- c) The Manager reserves the right to limit the time a busker may perform at the Market or in any location.

26. Surveys, Petitions, Written Notices

Stallholders, members of the public, Traders, or others must not conduct surveys, circulate petitions or distribute any form of written material, flyers, pamphlets etc. without prior written consent from the Markets Co-coordinator.

27. Stallholder Code of Conduct

Stallholders must ensure that they:

- Comply with the lawful instructions of the Coordinator in a prompt manner
- Minimise vehicular traffic movements within the Market
- Comply with Emergency Access requirements
- Do not use buildings, trees or other structures on or adjoining the Market for securing any object
- Do not interfere with public pedestrian access or access to & from adjoining properties;
- Be considerate towards neighboring businesses adjoining the Market, and to other stallholders;
- Cooperate with other Markets participants including stallholders, staff, volunteers, contractors and the public in producing a pleasant, relaxed and productive experience for all
- Do not bring or allow animals to remain at the Market;
- Do not conduct themselves in a violent, abusive or offensive manner;
- Do not occupy a Site whilst under the influence of alcohol or illegal drugs
- Do not bring the Markets into disrepute;
- Always act in a professional way;
- Do not smoke inside the Market boundary

28. Signage

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

29. Power and Equipment Requirements

- a) Stallholders must ensure that all electrical equipment and leads utilised by the Stallholder at the Site are tagged in compliance with relevant workplace regulations and such tags must always be available for inspection.
- b) Power cables are not to be laid unprotected in places where pedestrians can walk or vehicles travel. Overhead cables must be a minimum of three meters clearance from the ground.

30. Waste Management

- a) Stallholders are required to remove from the Market on leaving, all garbage, waste including liquid 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 disposal of litter by the general public and are not available for the disposal of Stallholder's bulk waste or packaging materials.
- b) At the end of the day's trading, the Stallholder is required to clean their site and ensure that it is clear of discarded rubbish, fruit/vegetable scraps, empty packing containers, cable/zip ties and waste materials.
- c) Any Stallholder found to be utilising the Market rubbish bins for the removal of the Stallholder's bulk waste or packaging material shall be requested to discontinue such activity and may incur a waste fee. Stallholders may be refused permission to occupy a Site if this activity continues or persists and appropriate warnings have been given by the Manager.
- d) All liquid waste generated by the stallholder, including water and oils must be removed from the site by the stallholder, and not discharged into drains.

31. Stallholder Obligations

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 Manager in relation to the operation and occupation of their Site, equipment, goods and vehicle during set up and pack up 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, and immediately report any risk or danger that they observe;
- 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 site in the condition in which it was before the Site was set up for the day and that if any damage is caused to the site, 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 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 Manager any incident or accident to any person or property that involves loss or could be expected to give rise to a public liability insurance claim (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 immediately and directly to the Manager;
- vacate the Market immediately after being requested to do so by the 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 Regular building, structure, shopfront, play apparatus or vegetation.

32. Stallholder Responsibilities

The Stallholder agrees that at any time while the Stallholder is at the Market, the Stallholder is responsible for:

- 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 Site; and
- cost of all repairs or replacement of any items belonging to the Manager that is damaged by the Stallholder
- cost of all repairs or replacement of any items belonging to Flinders St Traders or Townsville City Council that is damaged by the Stallholder
- cost of all repairs or replacement of any items belonging to Willows Shopping Centre that is damaged by the Stallholder
- cost of all repairs or replacement of any items belonging to other Stallholders that is damaged by the Stallholder

The Stallholder agrees at no time will they cause any publicity to occur that may have the effect of harming the Markets or its commercial performance

33. Warranties and 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 required to operate the Stallholder's business and that all merchandise sold complies with all relevant safety and compliance standards and retail 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. 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 Site Fee.

34. Market Structure and Product Mix

- a) The Manager reserves the right to determine the structure of the Markets Approved Products.
- b) The Manager reserves the right to determine the mix of the Markets Approved

Products. The Manager reserves the right to amend or alter this structure or product mix at any time.

35. 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

36. 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.

37. 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 Site within the Market;
- require the Stallholder to remove from sale any good or service 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 Site or to raise the level presentation of the Site and its products

38. Termination

- a) A Stallholder who has booked for and pre-paid their Site Fee will not be entitled to a refund or credit if they elect to cease trading and terminate their booking. All pre-paid Site Fees must be traded out.

- b) The Manager reserves the right to withhold consent to a Stallholder to occupy a Site 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:
- i. fails to pay their Site Fee in a timely manner;
 - ii. fails to abide by the Market's set up or pack up conditions;
 - iii. fails to abide by the Market's Trading Hours
 - iv. fails to abide by the terms and conditions of the Market's Traffic Control Plan;
 - v. fails to limit the products offered for sale as approved;
 - vi. commits a criminal act at the Market;
 - vii. behaves in a manner that breaches the Market's Code of Conduct; or
 - viii. behaves in a manner that brings the Market into disrepute
- c) A Stallholder who has had their Right to Trade terminated may lodge an appeal in writing to the management committee of TRM. The management committee decision will be final.