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The Village Markets Regulations



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THE
VILLAGE
MARKETS[®]
FASHION, ARTS & CREATIVE

REGULATIONS

THE VILLAGE MARKET REGULATIONS

These regulations apply to all Stall holders who have received consent by the Manager to occupy a Stall at The Village Markets and constitutes the terms and conditions on which the Manager permits the Stall Holder to occupy a Stall at The Village Markets and on which the Manager agrees to provide services to the Stall Holder. All Stall Holders are required to read these regulations and confirm their agreement by completing an Application Form which is submitted via the electronic application form.

DEFINITIONS

In these Regulations and Bylaws:

Additional Trading Days means those dates detailed in the Bylaws.

Application Form means the form/s that has been completed by a Stall holder when applying to the Manager for consent to occupy a Stall at the Market and may include any updated forms completed by the Stall holder from time to time. Such forms may include any electronic documents that have been forwarded to the Manager by electronic mail or via our website.

Approved Products means those goods and services for which the Manager has granted to the Stall Holder consent to offer for sale and sell at the Market. Such goods and services and 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 Stall Holder accordingly.

Bylaws refer to the Bylaws attached to these Regulations. The Bylaws includes operational matters that may change from time to time and are essential terms and conditions of these Regulations. The Manager will provide to the Stall Holder a minimum of 14 days notice in respect of any changes that may apply to items included in the Bylaws

Code of Conduct means the Code of Conduct outlined in the Bylaws.

Manager means The Village Markets Pty Ltd (ACN 162 235 816), its employees, staff, and officers. The Manager has the licence 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 Stall at the Market.

Market means the areas specified for each event 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. It also includes ad hoc pop up event spaces.

Marquee means any tent or covered structure that is supplied by the Stall Holder and erected within a Stall. Every marquee must meet the outline guidelines.

Weights means 20kg marquee weights of which stall holders are required to have for each marquee leg.

Regulations means the terms and conditions included in this document, as amended from time to time.

Site Manager means the person/persons appointed by the Manager to manage the Market on a trading day.

Stall means an area within the Market that is designated by the Manager for the purposes of Trading Activity by a Stall Holder. This area will usually be indicated as that space defined by the perimeter of a Marquee. Any alternative area will be defined by the Manager and indicated in writing to the Stall Holder as a

condition of consent.

Stall Holder 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 Stall and undertake Trading Activity at the Market.

Stall Fee means the amount charged by the Manager and payable by the Stall Holder as consideration for the opportunity provided by the Manager to the Stall Holder to undertake Trading Activity at the Market. The Stall Fee amount is included in the Bylaws.

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 Stall Holder or the Stall Holder's products and/or services.

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.

DAYS OF OPERATION

- The Market operates on dates designated by the Manager and advertised on The Village Markets website.
- Stall Holders will not be entitled to any compensation or penalty in the case of cancellation regardless of whether any notice has been given.
- Exception of the above whereby weather has prevented the market from opening and 50% of Stall Fee transfers to the next consecutive market at the same location.

TRADING HOURS

- Trading Activity is permitted during the Trading Hours detailed in the Bylaws.
- All stalls must be set up and ready to trade at the commencement of the Trading Hours.
- It is the responsibility of the Stall Holder to continue trading for the full duration of the Market's Trading Hours.
- Stall Holders must cease trading and commence packing at the end of the Trading Hours and must ensure they are off site in accordance with the Bylaws.
- Stall Holders must not leave the market prior to trading hours finishing.
- Stall Holders who have booked and paid for a Stall shall be entitled to a Stall only during Trading Hours. Stall Holders who have not occupied their Stall by commencement time may forfeit their stall booking, will not be entitled to any credit or refund of stall fees and the Manager reserves the right to allocate the Stall to another Stall Holder.

APPROVED PRODUCTS

- A Stall Holder may only offer for sale Approved Products.
- To vary the Approved Product/s, a Stall Holder must submit a new Application Form that describes the proposed new product/s to the Manager. The Manager will subsequently review the Application Form and advise the Stall Holder as to whether their application has been successful or not.
- The Manager may cancel a Stall Holder's approval to occupy a Stall at the Market

if items offered for sale are substantially different from the Approved Product, is of poor quality or fails to meet the approved criteria.

- In order to ensure variety, a high standard of goods and a limited number of stalls in each product category at the Market, Management reserves the right to reject applications and not to enter into correspondence or otherwise explain the reasons for its decisions.
- Stall Holders are not permitted to sell offensive, illegal, prohibited, counterfeit or unauthorised goods including goods bearing trademarks for which the Stall Holder does not have a license to sell.
- If food of any description whatsoever is sold by a Stall Holder, then that Stall Holder is required to comply with relevant local government and other statutory laws and regulations.

STALLS

- The Stall Holder acknowledges that the Manager's consent to the Stall Holder to occupy a Stall at the Market may not be assigned to any other person and does not convey any right to any particular location for a Stall. Stall Holders must locate their Stalls as directed by the Manager who is authorised to determine and change the layout for stalls from time to time
- The Stall Holder must ensure that all Trading Activity is undertaken within the boundaries of the Stall. Signs and other equipment must be within the stall boundaries at all times.
- The boundary of a stall does not include any area located outside of the perimeter of a Marquee which may be located under an awning that is connected to a Marquee. Stalls with awnings must ensure that no product or equipment is placed beneath the awning and that the marquee is extended to full height to ensure the awning is not low. Stalls that require additional space shall be required to book a larger stall or awning via the portal.
- The Stall Holder 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 Stall Fee in respect of the additional space.
- All Stalls must have adequate Stall signage promoting Stall Name at a minimum size of A4 (210mm x 297mm) which must be clearly displayed at the front of the stall
- Items for sale must be displayed neatly and on racks, tables, shelves, suitcase, basket or other means. At no times are items for sale to be on the ground (e.g particularly in piles).
- Casual stalls are not permitted at TVM. All new stalls are entitled to trial one market day.
- Regulars Policy - Once accepted to TVM, Stall Holders must attend a minimum of one market per month (at their approved location). TVM gives preference to stall holders who attend consecutive markets as it is preferred by customers. Should a stall holder not

attend for one month or longer, they will be required to reapply and join the waitlist of stalls.

- TVM does not permit stall sharing. Two stalls may share a space, but must pay a individual stall fee each.
- Stall approval does not transfer with the sale of a business. New business owners must apply and understand that waitlists apply.

STALL FEES

- Stall Fees and the method of payment are outlined in the Bylaws.
- Stall Holders who have booked a Stall must be in credit and pay their Stall Fee prior to the commencement of Trading Activity.
- A failure to pay the Stall Fee on time is a breach of these Regulations.
- Failure to pay the incorrect stall fee without supplying a copy of your current PLI will result in the stall holder being invoiced accordingly.

VEHICLE & TRAFFIC CONTROL

- Stall Holders 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.

SET UP AND PACK UP

- The hours of Set up and Pack up are outlined in set up instruction provided in the portal prior to each event.
- Stall Holders must abide by the instructions of the Manager & staff in relation to traffic control.
- In the interests of Occupational Health & Safety, Stall Holders 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 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 Stall Holder's obligations and the Manager reserves the right to refuse the offending Stall Holder permission to occupy a Stall at the Market on the day of the infringement and on any future date.

INSURANCE

- The Village Markets has public and product liability insurance for the amount of \$20,000,000.00 on behalf of The Village Markets. The Manager reserves the right to offer a discounted Stall Fee to Stall Holders who have their own insurance policy.
- Stall Holders are required to evidence any public liability policy they hold in order to be eligible for the discounted Stall Fee rate. If not supplied, the stall holder will be invoiced accordingly.
- The policy in this regard is if no PDF Certificate of Currency is supplied an additional fee applies
- Stalls selling candles, hot food, secondhand toys or electrical and beauty potions etc must have both

product and public liability.

EQUIPMENT

- It is the Stall Holder's responsibility to ensure that all equipment brought to the Market by the Stall Holder has been erected securely, is operated in a safe manner and has been ballasted against strong winds prior to the commencement of trade.
- 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 Stall Holders must cooperate with the Manager in ensuring that an appropriate corridor is maintained along the pedestrian pathways.
- Stall holders must supply 4 x 20kgs weights for their marquee. No weights on the day, no stall.
- The Village Markets is a plastic bag-free event. Please ensure you supply paper or reusable bags to customers.

MARQUEE GUIDELINES

- Marquees are compulsory at The Village Markets, to ensure that as an outdoor market, they can operate in any weather conditions.
- In the best interest of ensuring availability of stalls, all marquees must meet the following guidelines.
- Be of sturdy and sound structure
- Contain waterproof covering
- Be intended for use in wet weather
- 3x3m marquees are available to hire via the portal. Marquees must be collected from the TVM tent and returned at the end of the day. Damages must be paid for.

WEATHER

- The Village Markets will operate rain or shine. unless deemed unsafe by management.
- The Village Market may operate in varying weather conditions.
- It is the responsibility of the Stall Holder 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 Stall Holder's discretion as to whether the Stall Holder will set up, commence, continue trading, cease trading, or pack up on the day. Except in the case of extreme weather conditions, the Stall Holder must advise the Site Manager of their intention to cease trading and pack up.
- Should the market be cancelled due to weather, 50% of the stall fee will be transferred to the following event at the same location (not transferable thereafter).
- The Manager will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.
- The Manager will contact all Stall Holders by 6.30am should the market be cancelled and the Manager will contact customers by 7.00am.

- Stall holders who cancel prior (and result in the event not trading at capacity or being cancelled) are not eligible for the fee transfer.

ADVERTISING

- Stall Holders may not erect any advertising display or issue flyers unless the Stall Holder has received the Manager's consent to display such advertising display or signage.

POWER & EQUIPMENT REQUIREMENTS

- Stall Holders must ensure that all electrical equipment and leads utilised by the Stall Holder at the Stall must be tagged in compliance with relevant workplace regulations and such tags must be available for inspection at all times.

WASTE MANAGEMENT

- Stall Holders are required to remove from the Market on leaving, all garbage, waste, litter and other rubbish that the Stall Holder 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 Stall Holder's waste or packaging materials.
- At the end of the day's trading, the Stall Holder is required to clean their site and ensure that it is clear of discarded rubbish and waste materials.
- Any Stall Holder found to be utilising the Market rubbish bins for the removal of the Stall Holder's waste or packaging material shall be requested to discontinue such activity and may incur a waste fee. Stall Holders may be refused permission to occupy a stall if this activity continues persists and appropriate warnings have been given by the Manager.

STALL HOLDER OBLIGATIONS & RESPONSIBILITIES

- The Stall Holder agrees that at any time while the Stall Holder is at the Market, the Stall Holder will:
- respond cooperatively to any direction given by the Manager's 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 Stall Holder and that, if any such damage is caused, the costs of any repairs, making good or replacement are borne by the Stall Holder;
- leave the 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 site, then costs of making good shall be borne by the Stall Holder;
- not operate or use any amplified sound

when our community succeeds, we succeed.



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 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 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;
- display any advertising device or signage for any event or product other than those approved;
- not place or affix any product or signage to any permanent building, structure, play apparatus or vegetation;
- not gossip or speak in a negative manner about management or other stall holders. TVM has a strict no gossip policy. Suggestions are welcome directly to management; and,
- ensure marquees are secured to the ground accordingly with 20kg sandbags (one per tent leg) or weights on both grass surfaces and on hard surfaces.

Stall Holders are responsible for the:

- safety of all equipment brought by the Stall Holder to the Market;
- safety of their employees, staff, agents or representatives that may occupy the Stall Holder's Stall; and
- cost of all repairs or replacement of any items belonging to the Manager that is damaged by the Stall Holder.

WARRANTIES & REPRESENTATIONS OF STALL HOLDERS

- The Manager permits the Stall Holder to attend the Market in reliance on the following warranties and representations hereby made by the Stall Holder:
- the Stall Holder 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 Stall Holder is not in reliance on any representation or statement made by the Manager that is not expressly contained in these Regulations
- the Stall Holder is responsible for obtaining all relevant permits and permits required to operate the Stall Holder's business and that all

merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force;

- the Stall Holder does not bring into the Market any hazardous materials of substances; and
- the Stall Holder 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 Stall Holder acknowledges and agrees the Manager is not liable for any Claim or Loss suffered or incurred by the Stall Holder in relation to or in connection with:
 - theft or damage of Approved Products, equipment or goods under the control of the Stall Holder or any other property of the Stall Holder 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 Stall Holder 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.

STALL HOLDER INDEMNITY

- Without limiting the generality of any other provision of these Regulations, the Stall Holder hereby indemnifies and holds the Manager harmless from and against all Claims for Loss arising in connection with or in relation to:
 - the Stall Holder'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 Stall Holder;
 - 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 Stall Holder;

- any loss of or damage to the Stall Holder'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 Stall Holder;
- any breach of these Regulations by the Stall Holder; or any legal costs on a full indemnity basis incurred by the Manager as a result of the Stall Holder's breach of these Regulations.

EXCLUSION OF LIABILITY

- The Stall Holder acknowledges and agrees that the Manager makes no warranty or representation in relation to or in connection with the Stall Holder's occupation or use of the Market. Without limiting the generality of this clause, the Stall Holder acknowledges and agrees that the Manager has made no warranty or representation in relation to or in connection with:
 - the prospects of the Stall Holder for selling the Approved Products at the Market;
 - the Stall Holder's access to people visiting the Market or the access those people have to the Stall Holder; 5
 - 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 Stall Holder 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 Stall Holder'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 Stall Holder, 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 Stall Holder to attend the Market does not convey to the Stall Holder 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 Stall Holder to another Stall within the Market;
 - require the Stall Holder to remove from sale any good or service offered by the Stall Holder which are not Approved Products; or
 - request that the Stall Holder 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

- Sunday's Standout Competition - The Manager runs a Sunday's Standout competition at each market. The winning stall is as voted by Facebook likes and the winning stall gets the next market, at the same location free of charge (non transferrable) using a special coupon code. Winning is limited to three times per financial year, per location.

TERMINATION

- A Stall Holder who has booked for and pre-paid their Stall Fee will not be entitled to a refund or credit if they elect to cease trading and terminate their booking.
- A Stall Holder who has booked for and prepaid their Stall Fee and fails to attend TVM without notice forfeits their stall fee and will be issued a warning.
- Should a stall holder be unable to attend due to illness or an emergency, they must notify management by 6AM market day via email for consideration of a fee transfer (not guaranteed).
- **6** The Manager reserves the right to withhold consent to a Stall Holder to occupy a Stall at the Market, to remove or to have removed from the Market, a Stall Holder who is in breach or does not comply with the Regulations, including where a Stall Holder:
 - fails to pay their Stall Fee in a timely manner;
 - fails to attend the markets and/or provide notice of non-attendance;
 - fails to abide by the Market's 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 Traffic Control Plan;
 - fails to limit the products offered for sale to Approved;
 - receives three strikes against TVM Regulations;
 - commits a criminal act at the Market; or
 - behaves in a manner that breaches the Market's Code of Conduct.

GUARANTOR'S OBLIGATIONS

- The Manager will not permit a Stall Holder to attend the Market if the Stall Holder is anyone other than a natural person unless a Guarantor, approved by the Manager, is also a party to it.
- In consideration of the Manager permitting the Stall Holder to attend the Market, the Guarantor unconditionally and irrevocably guarantees to the Manager the due and punctual performance and observance of the Stall Holder's obligations as outlined in these Regulations ("Stall Holder's Obligations").
- In consideration of the Manager permitting the Stall Holder to attend the Market, the Guarantor unconditionally and irrevocably indemnifies the Manager and agrees to keep the Manager indemnified on demand against any loss suffered by the Manager arising out of:

- any failure by the Stall Holder to duly and punctually perform and observe the Stall Holder's Obligations; or
- any Stall Holder's Obligations being ineffective for any reason whatsoever.
- This guarantee and indemnity will not be abrogated, altered, prejudiced or affected in any way by any of the following:
 - the Manager releasing or varying in full or part, any right that it may have against the Stall Holder or the Guarantor;
 - the Manager neglecting or forbearing to enforce the terms of these Regulations;
 - these Regulations being illegal, invalid, void, voidable or unenforceable for any reason; or
 - if a receiver, receiver and manager, liquidator, administrator, or controller is appointed to the Stall Holder.

BYLAWS

- These Bylaws forming part of The Village Markets Regulations are essential terms and conditions of the Regulations and include operational matters that may change from time to time. The Manager will provide to the Stall Holder a minimum of 14 days notice in respect of any changes that may apply to items included in the Bylaws.

FURTHER DEFINITIONS

- In these Bylaws:
 - We means the Manager
 - You means the Stall Holder

'TRADING DAYS

- See thevillagemarkets.co

APPLICATION FORM

- All Stall Holders must consent to the Regulations of the Market by completing an Application Form.
- The Manager will not grant consent to the Stall Holder to occupy a Stall at the Market prior to having received an Application Form that has been fully completed by the Stall Holders.

TRADING HOURS

- See event listing when booking

STALL FEES

- Refer to thevillagemarkets.co for all current fees
- Special event fees can apply and fees are subject to change with 30 days notice.

TIME FOR PAYMENT OF STALL FEES

- Stall fees must be paid 7 days prior to the Market which has been confirmed by the Manager. Earlybird fees apply to stalls booked within this timeframe.

Bookings are not confirmed until your payment is received.

PAYMENTS

The Village Markets accepts payment via Visa, Mastercard and PayPal.

We use third parties: PayPal Australia Pty Limited (ABN 93 111 195 389) (PayPal) and ANZ eGate (ABN 11 005 357 522) to process

any sales paid for via credit card. We do not directly hold any payment information other than a billing address and a contact email on the Website servers. In accordance with PayPal policies, we may be able to view credit card details, however, we will only use such information for the purposes of credit card verification, transaction approval or to provide a refund. Any information collected by PayPal may be used in accordance with the PayPal privacy or other policies and is beyond our control. To view PayPal policies please refer to the PayPal website located at www.paypal.com.au.

REFUNDS & CREDITS

- The market will only be cancelled if there is torrential rain the morning of the event or there are external factors restricting the market from going ahead.
- In the case that a Stall Holder does give 48 hours notice, 50% of the stall fee will be transferred to the following market at the same location (no later dates). The Event Manager must be notified via email. No refunds will be provided at any stage.
- In the case that a Stall Holder gives less than 48 hours notice of non-attendance, no refund or transfer is applicable.
- In the instance that a market is cancelled due to weather, a 50% admin fee applies. The 50% balance of the stall holder fee is then transferred to the next event at the same location (no further transfers apply)
- Pop up TVM events are non-refundable & non-transferable
- Stall holders may transfer bookings via the portal, prior to bookings closing (at midday Wednesday prior to each market) and fees can only be transferred once to the next consecutive event at the same location.
- Refunds will not be issued for overpayment or errors for booking past 30 days.

STALL SIZES & EQUIPMENT SUPPLIED AT THE MARKET

- Stall Holders must bring all of your own equipment including marquees and tables.
- The standard space provided is 3m x 3m. A larger space may be provided upon request and acceptance by The Managers. Stall Holders must bring their own marquee, racks and tables.
- Stall Holders must ensure that all stall items are kept within the perimeter of their own stall.

LOADING AND UNLOADING

- Information regarding set up and pack up is available via the Stall Holder portal.

ELIGIBLE PRODUCTS

- Products offered for sale at the Market must be designed or currently owned by the Applicant. Eligible products include arts, craft, clothing, jewellery, collectibles, home wares, and other items on a case by case basis.

UNACCEPTABLE PRODUCTS

- Products that in the Manager's reasonable opinion are not appropriate to be sold at the Market, an 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; and other items notified by the Manager to a Stall Holder from time to time.

PUBLIC LIABILITY INSURANCE

- The Market Product and Public Liability Insurance Policy provides \$20,000,000.00 cover. Various exclusions apply. A copy of the terms of the Market Insurance Policy is available by a written request by the Stall Holder addressed to the Manager.
- If a Stall Holder does have public liability insurance:
- Please email a copy of your public liability insurance certificate to TVM Management for validity. The certificate must specify 'Market Stall' and/or 'Trade Exhibitor' cover. to the value of \$10M for Burleigh and \$20M for Stones Corner. Once validated, you will receive a discount code (applicable for non food and beverage stalls only).

ADVERSE WEATHER CONDITIONS

- The Market may operate in varying weather conditions.
- NO refunds are issued to any Stall Holder if the weather deteriorates during the day.
- You should not apply for a stall unless you are prepared to take the risk on weather
- By choosing to operate a market stall without a waterproof marquee, Stall Holders equipment is at their own risk. TVM does not take responsibility for any damaged goods, nor will TVM allow Stall Holders to vacate the premises prior to the official closing time.
- The market will only be cancelled if there is torrential rain the morning of the event or there are external factors restricting the market from going ahead.
- In the case that a Stall Holder does give 48 hours notice, 50% of the stall fee will be transferred to the following market at the same location (no later dates). The Event Manager must be notified via email. No refunds will be provided at any stage.
- In the case that a Stall Holder gives less than 48 hours notice of non-attendance, no refund or transfer is applicable.
- In the instance that a market is cancelled due to weather, a 50% admin fee applies. The 50% balance of the stall holder fee is then transferred to the next event at the same location (no further transfers apply)
- Pop up TVM events are non-refundable & non-transferable

ACCESS TO POWER

- Power is not available at The Village Markets

PARKING

- Please refer to the Stall Holder portal for specific event stall holder parking.
- Please do not park illegally, double park in traffic lanes, 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 up.

VEHICLES

- Vehicles to drive within Market at 5kph at all times and on marked roads.
- Any stall holder who drives on unmarked areas of grass or parklands will have their stall position terminated immediately.
- Stall Holders 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.

STALL HOLDER CODE OF CONDUCT

Stall Holders are bound by this code and must ensure that they:

- Adhere to all instructions provided within the stall holder portal (login details provided with acceptance) for each market day and location. Failure to adhere will result in the issuing of a breach.
- Do not interfere with public pedestrian access or access to & from adjoining properties;
- Be considerate towards neighbouring businesses and residents adjoining the Market;
- Be considerate of neighbours when queuing to access the market;
- Are present at all time of operating hours;
- Do not conduct themselves violent, abusive or offensive manner; or
- Do not occupy a Stall whilst under the influence of alcohol or illegal drugs.
- Act at all times, professional and courteous to both other stall holders, management and customers;
- Ensure that pets are not brought to the markets;
- Arrive at the designated time of set up and commence pack up at 1PM (Packing up earlier will result in termination of stall and late arrivals will forfeit their stall position);
- Adhere to The Village Markets no smoking policy;.
- Do not drive on the grass areas at any location;
- Not show or use inappropriate materials or products;
- Shall not conduct themselves in a violent, abusive or offensive manner or use violent, abusive or offensive behaviour; or harass Market staff, other Stallholders or the public;
- Shall not use inappropriate or offensive language;
- Shall not tout or aggressively solicit

sales;

- Shall do all things reasonably necessary to promote the best interests, image and welfare of the Markets;
- Shall not comment adversely on, or with respect to, The Village Markets, staff or management, traders and businesses, and other Market Stallholders, on the Internet or on a public occasion;
- Shall not engage in any behaviour that brings the Markets into disrepute.

ADHERING TO REGULATIONS

- Stall holders must adhere to TVM regulations at all times.
- The Village Markets has a strict three strikes policy. Should you be warned three times for breaching TVM regulations, your stall position will be terminated.
- The Village Markets will assess all applications and advise applicants as to whether they have been selected for a stall. We reserve the right not to enter into correspondence or otherwise explain the reasons for our decision.
- In submitting the Application Form, the applicant confirms that they have read and understood the Terms⁷ & Conditions and Bylaws and agree that, should their application be accepted, occupying a stall at The Village Markets is conditional upon compliance with these Regulations.

COMMUNICATION AND IMAGE USE POLICY

- The Village Markets will communicate with you regularly via email, sms, phone and mail. Your details will be kept on our files whilst you're an active stall holder or up to 12 months after you become inactive.
- In agreeing to this application you permit The Village Markets may place your details on our database and forward to you by email or newsletter further information regarding our activities.
- In agreeing to this application you permit The Village Markets to pass on your details to any customer of The Village Markets for sale and service enquiries. This may include email and phone numbers.
- You also provide The Village Markets with permission to use images and copy supplied to us within this application for promotional material, such as on our website or elsewhere.
- Please note that The Village Markets will always act in accordance with State & Federal Privacy Laws.



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THE
VILLAGE
MARKETS
FASHION, ARTS & CREATIVE