

**TERMS AND CONDITIONS FOR THE GRANT AND USE OF STALLS AT  
THE CAMBERWELL SUNDAY MARKET**

**GENERAL TERMS**

1. The ROTARY CLUB OF BALWYN SUNDAY MARKET PTY LTD [ACN 006 334 744] ('RCB') operates the CAMBERWELL SUNDAY MARKET ('the Market') located in Station Street Camberwell ('the Car Park').
2. These Terms and Conditions apply to all persons operating stall sites at the Market.
3. For the purposes of these terms and conditions, "person" includes any person who applies for a stall ('Applicant') and any person who occupies that stall for the purpose of selling any goods regardless of whether they are the Applicant or not. A person includes a corporation.
4. These Terms and Conditions may be amended from time to time at the sole discretion of RCB including by the addition, deletion or variation of terms and conditions.
5. Where RCB amends the Terms and Conditions it will post them on its website within a reasonable time. RCB will also have copies of the new Terms and Conditions available at the Rotary van located at the market. Applicants will be deemed to have agreed to the amendments by continuing to maintain a stall at the Market.
6. RCB reserves the right to publish photographic images of Applicant stallholders and/or their stall sites taken at the Market for use in their promotional material.
7. Stall bookings are final and non-refundable.
8. The Camberwell Sunday market is a smoke free event.  
This includes all stall areas and all areas deemed by council to be the Camberwell Sunday market areas of operation on Sunday.

**COMPLIANCE AND CONSEQUENCES OF BREACH**

9. The Market is operated by RCB under Licence from the City of Boroondara ('Council') and in cooperation with the Camberwell Traders Association ('CTA');
10. Applicants must comply with all relevant laws and any requirement of any authority including Council and CTA in connection with the Market and the use of the stall sites.
11. Applicants must comply with all directions given by persons representing RCB.
12. Any breach of the Terms and Conditions by an Applicant may, at the absolute discretion of RCB, result in the booking and/or allocation of a stall site being withdrawn and/or further bookings of stall sites not being accepted.

**NO ENTITLEMENT TO A STALL AND RCB RIGHT TO DETERMINE DISPUTES**

13. An Applicant has no right to a stall and the allocation of a stall is at the sole discretion of RCB which is not obliged to provide any reasons for its decision(s).
14. Where an Applicant is granted a site for a stall, the Applicant's allocation of a stall and its ongoing use is subject to the Applicant agreeing to and continuing to comply with the Terms and Conditions.

15. Where RCB considers a booking or allocation to be detrimental to the Market or the Car Park or to other stallholders, or if vehicles are parked in booked stall site(s), RCB expressly reserves the right to:
  - a. cancel any booking of a stall site; and/or
  - b. reallocate a stall site irrespective of the stall site number indicated on a stallholder's ticket in circumstances; or
  - c. Cancel any booking in circumstances where a stallholder has submitted false or misleading information.
16. RCB reserves the right to determine any dispute between Applicants in so far as any such dispute is in connection with the Market or the use and occupation of stall sites and/or Car Park.

#### **PRECONDITIONS TO OPERATING A STALL**

17. Applicants must ensure that their activities (both actions and omissions) do not endanger the safety or security of any persons at the Market.
18. Applicants must report to persons representing RCB any incident or accident to any person or property that involves a risk to health and safety, injury, loss or could otherwise be expected to give rise to a claim.

#### **PAYMENT OF THE FEE AND INSURANCE**

19. At the time the Applicant is advised that it has been allocated a stall it must pay the required fee ("the fee").
20. The fee includes a portion which is attributed to the premium for Public Liability Insurance effected by RCB ("Insurance Policy").
21. RCB makes no representation or guarantee that the Insurance Policy:
  - (a) is appropriate to a Stall Holder's business;
  - (b) does not contain exclusion clauses which may prevent or limit a Stall Holder's right to make a claim for indemnity under the terms of the Insurance Policy; or
  - (c) That the financial limits on the Insurance Policy cover are adequate for the risks to which the Stall Holder is exposed.
22. Applicants who operate a food van are excluded from coverage under the Insurance Policy. Applicants who operate a food van must hold their own insurance and provide RCB with a certificate of currency in respect to that policy.
23. In the event of a claim by an Applicant under the Insurance Policy the Applicant is responsible for any excess payable on the Insurance Policy which may be up to \$5,000 per claim.
24. The Applicant agrees that it is obliged to provide to RCB a Release and Indemnities in respect of any claim in accordance with clauses 62, 63 and 64 of the Terms and Conditions.

#### **TRADING HOURS AND WEATHER CONDITIONS**

25. The Market trading hours are 6:30am – 12:30pm. Stall sites may be occupied from 5:30am for set up.
26. Stall sites not occupied by 7am may be forfeited without refund.
27. The Applicant must pack up its stall site so that the Market area is returned to a **public** car park by 1pm.

28. RCB will operate the Market in a variety of adverse weather conditions and representatives of RCB will remain in attendance irrespective of adverse conditions. Applicants are advised to bring their own protection against the elements. There will be no refunds.

### **STALL SITES**

29. Applicants may only operate within their allocated stall site. The stall space is defined by the marking of a single car park parking space. Stalls extend into the walkway by 1 metre [White dots mark the limit]. The use of walk ways between stall sites and vacant stall sites for the placing or storage of goods is prohibited.
30. Applicants have no right to sublet or resell to any other person a booked stall without the consent in writing of RCB.
31. Applicants must keep their stall sites clean and orderly and the surrounding areas free from rubbish and litter at all times. All rubbish and unsold goods must be removed from the Market and/or Car Park promptly and at least by 1pm.
32. 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.
33. Marquees, covers and all stall equipment must be erected securely and weighted or secured at all times.
34. All equipment must be in good repair and be operated in a safe manner.
35. No power generating equipment is allowed

### **STANDARDS OF CONDUCT**

36. Applicants must behave with courtesy and respect towards members of the public, other stallholders, persons representing RCB and volunteers.
37. Applicants must not consume alcohol or drugs at the Market and must not attend their stall if they are in any way impaired by alcohol or drugs.
38. Loud product promotion by Applicants is not permitted.
39. Animals are not permitted in the Market unless on a leash.
40. Applicants are expected to take their waste with them when they leave the stall site and not to dump or otherwise dispose of their waste or unsold goods in the waste bins provided at the Market.
41. RCB reserves the right to refuse admission to the Market to any person without giving any reason and to eject or cause to be ejected any person and/or his/her goods and chattels without giving any reason. This decision is final and binding.
42. Applicants suspected of committing a criminal offence will be reported to the police.
43. Firearms are NOT permitted in the Market.

### **CATEGORIES OF GOODS PERMITTED FOR AND PROHIBITED FROM SALE**

44. RCB has sole and absolute discretion to decide which products are permitted to be sold within the Market and is not obliged to provide any reasons for its decision(s).
45. Applicants are only permitted to sell second-hand goods or handcrafted goods made by the Applicant.
46. Applicants are not permitted to sell:

- (a) New factory made goods, factory seconds, samples (including apparel), animals, poisonous products, prescription medication, make-up products, illegal goods, pornography, firearms, ammunition, explosives, weapons including knives, dangerous goods, counterfeit or copied goods, cut flowers.
  - (b) Raffle tickets; and
  - (c) Goods which may be considered, in RCB's sole and absolute discretion, to be offensive to the general public. The determination of whether goods may be considered to be offensive to the general public is final and binding. No reasons for RCB's determination will be provided and no discussion will be entered into.
47. The Licence Agreement with Council permits no more than four (4) food vans to operate at any one time. No other stallholder is permitted to sell food or beverages.

## **GUIDANCE ON SECOND-HAND GOODS, LEGAL OBLIGATIONS AND STANDARDS**

48. By applying for a stall the Applicant accepts responsibility for all of its legal obligations under any Acts, Regulations, By-Laws, Codes, Guidance and Standards or other sources of legal duties and any other legal requirements relevant to the sale of its goods including the law of negligence. The Applicant understands and accepts that it is strictly liable for the legal obligations and that lack of knowledge is not an acceptable excuse or defence.

### **Guidance**

49. The references and guidance ("Guidance") provided in relation to your legal obligations is provided by RCB for your assistance only. The Guidance is NOT complete. It is intended only to highlight key issues on a general basis. Some goods may have specific requirements. The information contained in the Guidance below (including web site addresses) may change and it is your responsibility as an Applicant and stall holder to ensure that you identify, understand and comply with your obligations.

50. While all care has been taken in providing the Guidance below, the responsibility to understand all laws applicable to its proposed sales, rests with the Applicant/Stall Holder. RCB will not be liable for any inaccuracy or ambiguity in the Guidance.

## **Second hand goods and Registration Requirements**

Applicants who carry on the business of buying, selling, exchanging or otherwise dealing with second-hand goods must register with Consumer Affairs Victoria or risk a fine. There are exemptions to the need to register such as where you only trade in 'exempt goods' as set out by *Second-Hand Dealers and Pawnbrokers (Exemption) Regulations 2008* (Vic). For further information about exemptions see:

<https://www.consumer.vic.gov.au/businesses/registered-businesses/second-handdealers-and-pawnbrokers/registration/exemptions>

However even where an exemption to registration may apply an Applicant must comply with the obligations as set out by Consumer Affairs Victoria (“CAV”) at:

<http://www.consumer.vic.gov.au/businesses/fair-trading/product-safety/productsafety-checklist-for-market-stallholders> .

This includes the obligations at other websites referenced there by CAV.

### **Electrical equipment**

51. Applicants selling second-hand electrical equipment (which includes equipment such as USB chargers, travel adaptors and power supplies/transformers):

(a) Must comply with the obligations detailed by Energy Safe Victoria at:

<http://www.esv.vic.gov.au/Electricity-Professionals/Electrical-equipment-andappliances>

(b) This includes the obligation to attach a label stating that the equipment is second-hand, and *in addition* that:

(i) the equipment has been inspected and tested and is compliant with AS/NZS 3760 - *In-service safety inspection and testing of electrical equipment*; or

(ii) where the equipment has not been tested and labelled in accordance with these requirements it must include a clearly legible statement, prominently displayed stating in addition to the statement that it is second hand the additional words as follows:

**DANGER – DO NOT USE OR CONNECT TO SUPPLY – THIS SECOND-HAND ELECTRICAL EQUIPMENT MAY BE FAULTY AND SHOULD BE INSPECTED AND TESTED BY A COMPETENT PERSON IN ACCORDANCE WITH AS/NZS 3760**

### **MOVEMENT AND PARKING OF VEHICLES IN THE MARKET AREA**

52. Applicants are not permitted to use vehicles within the Market after 7.30am or to remove vehicles from the Market area until 12.30pm unless directed to do so by Market management.

53. When vehicles are moved during permitted hours, movement within the Market must be made with great care, but in particular by Applicants driving vans or vehicles with limited visibility of their surrounds or those with trailers impacting on their manoeuvrability.

54. No persons shall ride in a vehicle or on a trailer other than in an Australian Standards compliant seat with a safety belt secured.

55. Pedestrians ALWAYS have right of way.

56. RCB is not in a position to and does not provide traffic control. Some RCB volunteers may attempt to assist with traffic congestion at exits or other areas. However RCB

volunteers are not trained in traffic management and at all times drivers of vehicles carry full responsibility for safety.

57. Drivers should drive at a walking pace, not to exceed 5kph, within the Market area.
58. The driver is totally responsible for the parking and movement of the vehicle and/or any trailers. Reliance on any third party for direction, signalling or guidance does not diminish the driver's responsibility.
59. Applicants may park their vehicle within the stall site allocated to them or in the off site stallholder parking.
60. Applicants must not park vehicles:
  - (i) in other vacant stall sites or in any other area within the Market;
  - (ii) Overnight in the Car Park/Market area. This is not permitted by the City of Boroondara;
  - (iii) In contravention of parking restrictions within the locality of the Market. There are no parking exemptions for Stall Holders.

### ***RCB IS NOT AN AGENT***

61. RCB is not an agent for any Applicant and accepts no responsibility for any transaction entered into by or on behalf of an Applicant.

### ***RELEASE AND INDEMNITIES***

62. The Applicant uses and occupies the Market and/or Car Park and/or the stall site allocated to him or her at his or her own risk and releases RCB from all claims, causes of action, complaints, liability, demands, costs or expenses that any person might have in connection with or arising in any way from the use and/or occupation of the Market and/or Car Park and/or stall site by the Applicant or people acting for or on behalf of the Applicant.
63. The Applicant indemnifies and holds harmless RCB, including Market management, staff and volunteers, against all claims, causes of action, complaints, liability, demands, costs or expenses that any person might have in connection with or arising in any way from the use and/or occupation of the Market/and or Car Park and/or stall site by the Applicant or people acting for or on behalf of the Applicant.
64. The Applicant indemnifies RCB for any action against it for stolen or illegal goods sold by the Applicant.

## THE CAMBERWELL SUNDAY MARKET ONLINE SAFETY INDUCTION

### STALLHOLDER



**Welcome to the Camberwell Sunday Market Site Safety Induction.** All Stallholders, whether first time Stallholder or regular Stallholder are required to participate in this Site Safety Induction before having a stall at the Camberwell Sunday Market. The Site Safety Induction confirms that you have read and understood the information and will abide by the policies, procedures, methods and rules of The Camberwell Sunday Market.

**ROTARY'S CAMBERWELL SUNDAY MARKET** is a long standing weekly Market that attracts many visitors from the City of Booroondara, neighbouring suburbs, the broader Melbournian community and national and international visitors.

Visitors meander through the stalls in search of bargains, enjoy the various stand up entertainment or simply relax over a coffee or something to eat from the food vans or the neighbouring restaurants and cafes. Visitors to the Market are from all walks of life; elderly, families, disabled, families with young children in strollers and prams, singles, couples and teenagers some of which are accompanied by their dogs who vary in breed and size.

The Market operates every Sunday with the exception of Sundays occurring 10 days before Christmas through to New Year and attracts approximately 5,000 to 6,000 people each week.

Rotary Club of Balwyn manages the weekly market and including all Stallholders and Market Personnel.

The Rotary Sunday Market (Rotary Camberwell Sunday Market) board of directors and management team is committed in providing a safe event. It recognises its responsibility towards the safety of all Market users including, stallholders, volunteers, patrons and visitors.

Market safety is of importance and given the highest priority. The Market management team believes in their obligation to perform their utmost in this commitment and that they are responsible for

ensuring that the related safety policies and procedures are in place and those systems and resources are available to achieve this aim.

## **Introduction**

This Site Safety Induction conveys important information regarding the site that you are going to work on, the working methods you are required to undertake and details of how to ensure that everyone's health and safety is considered and protected.

### **While as a Stallholder you must:**

- a) take reasonable care for his or her own health and safety;
- b) take reasonable care that his or her acts or omissions do not adversely affect the health and safety of other persons, including your staff (including family members & friends);

## **ALL PERSONS HAVE A RESPONSIBILITY AND OBLIGATION TO ACT AND WORK IN A SAFE MANNER AT ALL TIMES (DUTY OF CARE).**

### **Accident and Incident reporting**

Everyone has a responsibility to themselves and **others to** observe the safety rules and regulations that are in force on this site.

All Stallholders and their staff are required to:

- ✦ Observe safety requests from the Market Manager and/or Officer in Charge;
- ✦ Comply with all safe working practices and procedures;
- ✦ Immediately report to the Market Manager and/or Officer in Charge any potential workplace hazards, mishaps, incidents or injuries;
- ✦ NEVER use unsafe or illegal practices; and
- ✦ Ensure no other person or themselves are placed at risk.

All accidents, incidents and near misses must be reported to the Market Manager and/or Officer in Charge even if they do not result in injury or damage.

In the event of injury, first aid or medical treatment must be obtained. Failure to report and obtain treatment may lead to complications of the injury.

In the event of a serious injury:

- ✦ Do not panic;
- ✦ Ensure the safety of yourself and others around the area;
- ✦ Contact emergency services "000";
- ✦ Advise of where the emergency is, what has happened, what is being done, who is calling;
- ✦ Do not hang up unless told to do so;



- ✦ Then advise the Market Manager and/or Officer in Charge as soon as you can;
- ✦ Ensure the injured person/s is in no further danger and make sure they are comfortable; ✦  
Do not move the injured person/s unless they are in a life threatening situation; and ✦  
Ensure airway is clear.

## **EMERGENCY PROCEDURES**

In the event of an emergency you will be directed by the Market Manager and/or Officer in Charge.

It is imperative that in the event of an emergency you:

- ✦ Do not panic;
- ✦ Do not run;
- ✦ Assist others if required;
- ✦ Follow instructions; and

### **Emergency Vehicle access points:**

1. Main Entrance – Corner Station Street and Market Place (North end near Prospect Hill Road)
2. Entrance B – Corner Station Street and Market Place (South end)

**First aid is located at the Market Caravan / Information booth during the set up, when the market is in operation and during the pack down.**

### **Alcohol and Drugs**

It is prohibited for any Stallholder and their staff to be under the influence of alcohol or illegal drugs whilst on site.

### **Amenities**

Toilets are located across the road to the Market in Station Street.

### **Electrical**

No power ,mains or portable is to be used on any stall

### **House keeping**

Everyone is responsible for ensuring the site is kept in a safe and clean condition to minimise risks to health and safety.

All Stallholders must abide by the following:

- ✦ Stack materials so as to provide clear access at all times;
- ✦ Treat the site with care;
- ✦ Report any potential hazards to the Market Manager and/or Officer in Charge;
- ✦ All rubbish and waste material from your stall is to be removed offsite.

## **Incident Reporting**

It is the responsibility of everyone to ensure incidents, hazards and/or near misses are reported to the Market Manager and/or Officer in Charge. Details of any incidents, hazards and/or near misses must be documented.

## **Insurance**

Public liability insurance is included in the stall fee- Details as contained in the Camberwell Sunday Market Terms and Conditions.

## **Lost Children**

If a child approaches you and tells you that they are lost, or someone brings a lost child to you, you must take responsibility. You should immediately inform the Market Manager or Officer in Charge so the process of reuniting child and parents.

## **Manual Handling**

- ✦ Use a partner where loads are deemed to be too heavy for 1 person;
- ✦ Do not lift anything if you are not confident you can do it.

## **PPE (Personal Protective Equipment)**

- ✦ All Stallholders and their helpers are responsible for protecting themselves against UV rays and ensuring they are kept hydrated. Free sunscreen is available from the Market Caravan – Information Booth.

## **Traffic Management**

A traffic management plan is in place and must be adhered to at all times. It is imperative you enter and exit the Market area via the designated route based on your allocated Stall number. Entry/Exit Plan: As contained in the Stallholder Pack received when making a booking.

## **Vehicles**

**It is not permitted under any circumstance for vehicles to be driven or moved in the Market area whilst the Market is operational from 7.30am to 12.30pm , barriers will be in place during these times.**

The following must be adhered to:

- ✦ Report any issues to the Market Manager and/or Officer in Charge immediately;
- ✦ Obey speed limit at all times – walking pace;
- ✦ Not operate Vehicle if under the influence of alcohol or drugs;
- ✦ Seat belts must be worn where fitted;

**This document is a health and safety document and should be read in conjunction with the Camberwell Sunday Market Terms and Conditions**