

Rotary Mission Beach Markets

Complete Operating Rules

Rotary Club of Mission Beach run the local market throughout the year. They are held at Ulysses Park, Porters Promenade, Mission Beach.

1. Application Form

- a) All Stallholders must consent to the Rules of Mission Beach Rotary Markets by completing and submitting an Application Form at <https://www.rotarymb.org.au/index.php/stallholders>
- 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 the MBRM 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) **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 the MBRM for a defined period as outlined in these Rules
- d) **Code of Conduct** means the Code of Conduct outlined in these Rules.
- e) **Manager** means the Operations Officer or member of management committee, employees, volunteers, staff, and officers of Rotary Clubs of Mission Beach Inc. (ABN 72 408 562 064). 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.
- f) **Market** means the areas within Ulysses Park, Mission Beach 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.
- g) **Market Coordinator** means the person/persons appointed by the Manager to manage the Market on a trading day.

- h) **Marquee or Gazebo** means any tent, umbrella or covered structure that is supplied and erected by the Manager or Stallholder within a site.
- i) **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 an ongoing basis.
- j) **Rules** means the terms and conditions included in this document, as amended from time to time. All Stallholders should retain a copy of the Rules for their records or may refer to a current copy of the Rules on the Mission Beach Rotary Markets website
- k) **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.
- l) **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 permanent or casual basis.
- m) **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 these Rules.
- n) **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.
- o) **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 Rules then these Rules shall apply jointly and severally.
- p) **Mission Beach Rotary Markets (MBRM)** is the trading name for Rotary Club of Mission Beach Inc.

3. Trading Hours

- a) Mission Beach Market is held on the 1st and 3rd Sunday of every month of the year, as well as the last Sunday of every month from Easter through to November.
- b) Official trading hours for this market is from 7.30am to 12 noon.
- c) All Sites must be set up and ready to trade at the commencement of the Trading Hours.
- d) It is the responsibility of the Stallholder to continue trading for the full duration of the Market's trading hours.
- e) 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.

- f) 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.
- b) To vary the Approved Product/s, a Stallholder 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, the Manager reserves the right to reject applications and not to enter into correspondence or otherwise explain the reasons for the 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.

5. Food Vendors

- a) COVID-19 rules apply to food stallholders and it is their responsibility to comply with Queensland Government Health Regulations at all times.
- b) All food vendors are required to have a valid Council Food Licence or Temporary Food Stall Licence on display as per the Queensland State Health Act. A stallholder may sell a licenced manufacturers packaged food, as long as the name and licence number is shown on the label. (honey, jam, biscuits, cakes etc). Cutting of fruit or vegetables for sale requires a Temporary Food Stall Licence from Council. Fruit sampling requires same health requirements as per Food Vendors, see Market organiser for latest Council requirement. Eggs for sale must come from an accredited supplier.

6. Eligible Products

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

7. 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 and other items notified by the Manager to a Stallholder from time to time. No live animals. Please also see item 4 above.

8. 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.
- d) Permanent stall holders will be assigned the same site at the following markets unless they miss a market without due cause as approved by and at the sole discretion of the manager – if a market is missed and the Manager is not notified on 0491 679 819 during business hours the week before the following market, the site could be assigned to another person.
- e) Casual stallholders will need to book and pay in advance by Friday 5.00pm before the market on line at www.rotarymb.org.au.
- f) If a stallholder does not turn up for a market that they have booked and paid for on line any credit or refund will be at the sole discretion of the Manager.
- g) All booked sites not occupied by 7.00 AM will be available to patrons who have not booked. If you have booked a site and cannot attend the coming market, phone Chris May on 0491 679 819 up until 5.00PM on Saturday, or early Sunday morning.
- h) All stall holders goods, marquees, awnings and signage are to be located within the area of their allocated site. Items overhanging or placed in the public walkway are not permitted as this is an insurance liability issue and will not be

tolerated. It is a requirement that all gazebo's are to be secured by pegging or sandbagging in case of wind gusts.

9. Fees

- a) Site Fees for each market must be prepaid in accordance with these Rules.
- b) A failure to pay the Site Fee on time is a breach of these Rules.
- c) Fees are:
 - Standard Site (own P/L insurance) - \$15
 - Standard Site (without own P/L insurance) - \$25 (only until March 2023)
- d) Refunds and Credits
 - Site fees will be credited to a future bookings where they have been approved by the Manager. Fees are not refundable.

10. Methods of Paying Fees

- a) By credit or debit card, when confirming booking through website
- b) RMBM operates on an online prepayment basis. Permanent Stallholders will be invited each week (on Monday) to book a stall for the following Sunday markets. On receipt of the email invitation, the Stallholders will be required to accept the invitation and at the same time make a payment using a debit or credit card (Visa or Mastercard) by 5.00 pm on Wednesday. The actual payment confirms that acceptance of a site at the market. No payment means no site allocation.
- c) The Manager may allow Stallholder to make payment through a Bank Account using a specific reference number allocated by the manager. The funds must be lodged into Westpac Bank Account by 5.00 pm Wednesday. Bank details are:
 - Mission Beach Rotary Market
 - BSB: 633-000
 - Account: 134 407 433
- d) If payment is not received by 5.00 pm on Wednesday the site will become vacant and will be made available for casual bookings.

11. Vehicle and Traffic Control

- a) Specific parking directions may be issued by the Manager as required and are to be complied with by stallholders. 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.
- b) Stallholders who do not have on site parking should move their vehicles away from the market area after unloading to free up parking sites for customers.

12. Set Up and Pack Up

- a) Set up can commence anytime after 5.00 am on Sunday. Stallholders must not pack up or vacate the Market before 12.00pm unless specifically approved by the Manager.
- 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.
- c) Please ensure no rubbish is left on site – rubbish bins are provided. Cardboard boxes are to be removed from site by the stall holder.

13. 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 an extra charge of \$10 added to site fee) by the MBRM's policy This facility will only be available until March 2023. After that date, stallholders without insurance will not be able to be accepted at the markets.
- 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 MBRM's insurance does not cover food vendors. All food vendors must have their own insurance and display a Certificate of Currency on their stall.

14. Equipment

- a) The Equipment supplied by the Manager is described in these Rules.
- 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 secured against strong winds 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.

15. Equipment to be Supplied by Stallholder

- a) Gazebos, umbrellas, shade structures, tables, chairs and display equipment.
- b) Electrical leads and power boards if power has been requested.
- c) Electrical equipment supplied by the stallholder must be Tagged & Tested, and comply with Australian Standards and Queensland Law. Before operation of any electrical equipment is permitted within market boundaries.

16. 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.

17. Adverse Weather Conditions

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

18. 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
- d) Stallholders who trade in contravention of the cancellation of the Markets by the Manager are deemed to have committed a serious breach of these Rules and will have their right to trade withdrawn immediately.
- e) Stallholders will be advised of the cancellation of the market in any/any/all the following ways:
 - Telephone
 - Bulk email
 - SMS
 - Home page message on MBRM website
 - Advice on local radio stations

19. 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.

20. Vehicles

- a) When driving within the Market area, vehicles must travel at no more than 5 kph and must have hazard lights on.
- b) 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 manoeuvres, or otherwise hinder traffic in the streets surrounding the Market during set up or pack times
- c) The Manager may grant permission for vehicles to be parked behind sites where there is sufficient space. Such vehicles must not be operated or moved during market hours.
- d) No other vehicles can remain inside the market site during trading hours unless permission is granted by the Manager.
- e) Stallholder vehicles can enter the Market to pack up only after the Manager has removed the Market barriers, or otherwise signalled that vehicle access is allowed.

21. Absence from the Markets

- a) A Permanent Stallholder is entitled to be absent for six (6) markets per year.
- b) A Permanent Stallholder who is absent for more than six (6) markets per calendar year will lose their right to trade at subsequent Markets and must reapply as a Casual Stallholder unless specific approval for the extended absence is granted by the Manager.
- c) Permanent Stallholders who intend to take leave must advise the Manager by email on manager@rotarymb.org.au.
- 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 manager@rotarymb.org.au or via SMS to 0419 672 542.
- e) A Permanent Stallholder who has not paid their Site Fee for previous market will lose their right to trade for any subsequent markets until such time as all outstanding fees have been paid.
- f) A Permanent Stallholder who fails to attend two consecutive markets without notifying the Manager will lose their right to trade at subsequent Markets and must reapply as a Casual Stallholder.
- g) If a stallholder has booked and paid for their site, but cannot attend at the last minute because of a reasonable excuse, their site fees will be credited to a future market or at the full discretion of the Manager, refunded.
- h) Wherever possible the stallholder should contact the manager by phone, text or email at manager@rotarymb.org.au as soon as they are aware that they will not

be able to attend so that the site can be reallocated.

- i) The acceptance of a reasonable excuse will be at the full discretion of the Manager. It is much more likely that the excuse will be accepted and a credit given if contact is made prior to the start of the markets.

22. 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.
- b) A casual Stallholder may attend the Market no more than twelve times per year or at the Manager's discretion
- c) A casual Stallholder must complete a new Application Form (<https://www.rotarymb.org.au/index.php/stallholders>) for their first attendance at the Markets.
- d) A casual Stallholder may apply to become a Permanent Stallholder after they have attended no less than four consecutive weekly or fortnightly markets.
- e) A casual Stallholder needs to book online by 2pm the Friday afternoon prior to their required date, or with the Markets coordinator at the previous Markets.
- f) A casual stallholder who books and fails to attend without notifying the Manager may have future applications to attend any MBRM rejected.
- g) Site allocations may be subject to change due to unforeseen circumstances up to and including the day of trade.

23. Stallholder Communication

- a) All stallholders are required to have a valid email address and a mobile phone.
- b) The Manager will communicate to all Stallholders any changes to the Market program either through a newsletter, via email or by SMS
- c) Site allocations will be emailed by the Thursday prior to the market day. Stallholders who do not receive an email should phone the Call 0419 672 542 to confirm their booking.

24. Staffing of the Market

The Coordinator will be onsite one hour before the commencement of the Market Trading Hours.

25. 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 manager@rotarymb.org.au or post the complaint to PO Box 226 Mission Beach, QLD 4852.
- 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 Mission Beach Rotary Club governing board.

26. 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.

27. 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.

28. 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 neighbouring 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 manner
- Do not smoke inside the Market boundary

29. Signage

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

30. 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.

31. 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.

32. 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.

33. 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 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

34. 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 Rules;
- 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 Rules and will comply with any changes to the Market Rules, 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.

35. 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.

36. Stallholder Indemnity

Without limiting the generality of any other provision of these Rules, 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 as a consequence, in whole or in part, of any act or omission by the Stallholder;
- any breach of these Rules by the Stallholder; or
- any legal costs on a full indemnity basis incurred by the Manager as a result of the Stallholder

37. 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.

38. 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

39. 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 Rules, including where a Stallholder:
 - fails to pay their Site Fee in a timely manner;
 - 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 as approved;
 - commits a criminal act at the Market;
 - behaves in a manner that breaches the Market's Code of Conduct; or
 - 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 MBRM. The management committee decision will be final.