



Caringbah Markets Terms & Conditions

At the Council Car Park off President Lane between the Kingsway and President Avenue, Caringbah (behind McDonalds)

Entry via The Kingsway

Bookings:

1. The Market Manager reserves the right not to accept any application for space.
2. The sale of food and drinks is restricted, by Health regulations and prior approval must be sort from Caringbah Rotary for all food stalls.
3. Stallholders are required to supply name, email, residential address, phone contact and briefly, what goods will be sold. Sale of counterfeit goods will terminate your space and attendance.
4. Stallholders must provide a copy of their current Public Liability Insurance. [Find out more here ...](#)
5. In addition, stallholders who sell food items or similar must have a Safe Food Handling Certificate.
6. All stallholders must register on our market booking and payment system, *SiteTrak*, and must pay in advance for their market site on *SiteTrak* with a credit/debit card.
- 7. On payment of the prescribed fee all hirers of space are bound by the rules.**
8. Irrespective of the weather conditions, the markets will be held on the advertised dates.
9. Cancellations are accepted up to 7 days in advance for casual bookings, otherwise – no refund or transfer.
10. No vehicles are to remain on the allocated single space; however, vehicles may remain on a double space when a permit is issued.
11. If you have not occupied your space by 7.45am, then we reserve the right to use that space for another person (no refund available). If running late, please advise us by phoning 0458 768 279 before 7.30 am.
12. Non-attendance If you have booked and paid for a temporary (casual) site and you do not attend the market, you will forfeit the site fee you have already paid, unless there are exceptional circumstances.
13. Cancellation of Market
 - a. If bad weather is likely and the Market Manager decides to cancel a market, an email will be sent out on Saturday afternoon before the Sunday Market.
 - b. If bad weather is likely, stall holders are advised to check their email on Saturday before the market for the latest information.
 - c. In addition, if the market is cancelled, it will be posted on our website and our Facebook page.
 - d. In the event of a cancellation by the Market Manager, all site fees paid (both casual and permanent) will be transferred as a credit to a future market. Sorry, it is not possible for us to issue refunds.
 - e. The Market Manager retains the right to cancel a Sunday Market at short notice (on the day) due to deteriorating weather, a weather warning, or any other significant adverse event. In that case, all site fees paid (both casual and permanent) will be credited to a future market. Sorry, it is not possible for us to issue any refunds.
 - f. The Market Manager will not be responsible for any cost incurred or loss by any stall holder or any other person due to a market being cancelled.
14. No space to be sub-let or transferred to another party.
15. The final allocation of sites is at the management's discretion.

Hours of Operation:

- Market trading hours are from 8.00am to 1.00pm.
- Set-up is from 6.30am and hirers must be ready for trading at 8.00am.
- *Rotarians will be setting up the barriers between 6.00am and 6.30am so please wait until 6.30am to ask questions.*
- Trading must cease at 1.00pm and the site vacated by 1.30pm.

General Rules

Smoking:

- For the comfort and safety of our customers and fellow stallholders, smoking is not allowed on site at any Rotary Markets.
- Stall holders who wish to smoke must leave the market area. Their place at the market may be reviewed if they fail to comply with this request.
- Customers who are smoking on site will be advised by the Market Manager that our market is smoke free and they will be asked to leave the market area when smoking.

Dogs & Other Pets:

- Dogs and Other Pets Dogs and domestic pets are allowed on site provided they are kept on a leash and under the control of their owners at all times.
- The Market Manager will ask a person to leave the site if their dog causes any issues to the public or stall holders.
- The Council dog control officers will be called if the issues remain unresolved.

Conduct of Stallholders:

- All stall holders and their assistants must maintain a calm and courteous manner towards other stall holders, the organisers and members of the public at all times during a Rotary Community Markets.
- The Market Manager of the Caringbah Rotary Community Markets reserves the right to ask any stall holder, their assistant, or a member of the public, to leave the market immediately following an unresolved incident of aggressive, abusive or nuisance behaviour.
- Any decision by the Market Manager to ask a person to leave the market in response to a complaint will be final.
- Any complaint about the behaviour of a stall holder, or unresolved dispute between stall holders, their assistants, or a member of the public, must be brought to the attention of the Market Manager immediately.
- The Market Manager may ask for assistance in resolving the dispute. The Market Manager's decision in these matters will be final.
- Any complaint about the Market Manager or the decisions of the Market Manager should in the first instance be raised directly with the Market Manager. Complaints of any nature that remain unresolved by the Market Manager can be referred in writing to the President of the Rotary Club of Caringbah, PO Box 198, Caringbah, 1495.

Current Site Fees:

Current Site Fees are outlined on the Market Website www.caringbahmarkets.com.au

Applying for a Site:

STEP ONE: Submit a Stallholder Application to attend via the website

- All applications from new stallholders are to be submitted on *SiteTrak* at this web address.
- **You only need to apply once.** After your application has been approved you can book a market site on any of our market dates.
- STALLHOLDER APPLICATION LINK [Caringbah MarketsSiteTrak](#)
- You can click the link above or copy and paste into your browser (then press enter).
- Alternatively, you can go to our website www.caringbahmarkets.com.au and submit your application from the *Stallholders Application* page.
- All stallholders need to be registered on *SiteTrak*.

Insurance Note:

- All stallholders must have their own current public liability insurance policy for \$10m. If you do not show your proof of insurance, you will not be covered. Insurance is the stallholder's responsibility. Rotary Insurance does not cover stallholders.
- Those selling food or similar products are advised to have adequate product liability insurance as well.

Your application will need to be approved before you can book and pay for a site.

This usually occurs within 24 hours.

STEP TWO: Book a site - Casual

- Once registered and approved, click on the link to go to the [Market Booking page](#)
- Your request for a site is for one market only and will be allocated on a first-in-first-served basis each market.
- Your site booking cannot be transferred to, or shared with, another stall holder.
- As a casual, you will need to book in for every market you want to attend. We cannot guarantee that you will get the same site as previously. If we can offer you a site, you will be emailed a 'contract'. If you wish to secure that site, you will have to 'accept' the contract and pay online at that time to confirm your attendance. If you do not wish to accept that site, you can 'reject' the contract.
- To accept a casual site, offer and confirm your attendance, you will need to pay online with a credit/debit card at that time.
- You will be emailed a receipt to confirm.
- If you are not able to pay for your site using a credit/debit card, please email the Market Manager to make other arrangements.
- If you do not attend the market, you will forfeit the site fee.

STEP THREE: Your site confirmation

You will be sent an email with the details of your site.

Permanents:

1. **FIXED TERM SITE-** is for a six-month period, this is to be paid in advance, no refunds will be given, and no transfers or sub-letting will be allowed.
2. If you are a permanent and you have paid for your site and are unable to attend any particular market, you must advise the Market Manager as soon as possible before the market by email or text message (we need it in writing).
3. Permanents who do not attend a market and do not send in a cancellation will forfeit the site fee they have already paid unless there are exceptional circumstances. Please note, NON-PAYMENT of the site fee is not considered a notice of cancellation and the site fee will still be payable by a permanent who does not cancel and who does not attend. 'Exceptional circumstances' will be determined on a case-by-case basis at the sole discretion of the Market Manager. If there are exceptional circumstances, the Market Manager will be able to arrange a credit for a future market. Sorry, it is not possible for us to issue any refunds.

Setting Up a Stall

1. **No vehicles are to remain on the allocated single space; however, vehicles may remain on a double space when a permit is issued.**
2. If you have not occupied your space by 7.45 am, then we reserve the right to use that space for another person (no refund available). If running late, please advise us by phoning 0458 768 279 before 7.30 am.
3. Vehicle entrance to the Market for hirers is via President Lane (off President Avenue, alongside McDonalds) via the Rotary Control desk. You may proceed direct to your allocated space. A maximum of two vehicles only per hirer will be allowed to off load goods. Goods must be off loaded immediately, and vehicles must not block roadways.
4. Do not erect Gazebos or unpack boxes until your vehicle has been removed.
5. Vehicle Exit is via Park Lane or Willarong Road, thus creating one way traffic during set up and close down.
6. Hirers must not park their vehicles in McDonalds, The Kingsway, President Avenue or Willarong Road. **Hirers must park their vehicles in the Hay St Council Car Park, off MacKay St (near Highfields).**
7. **For Public safety, the Market area will be closed to all vehicle movement between 8.00 am and 1.00 pm. The loading of your vehicle will only be allowed after 1.00 pm. No early departures.**
8. No space to be sub-let or transferred to another party.
9. **All goods for sale must be contained in the allocated space, no overhangs permitted.**
10. **All hirers are responsible for the removal of their own rubbish, unsold goods, and cartons. Rubbish must not be placed in Council Bins. If this rule is violated, then a penalty charge will apply.**
11. **Gazebos must be weighted down so they do not move in wind gusts.**
12. **Note: All Standard sites are 2.5m wide and will not fit 3m tents, gazebos, or large umbrellas.**

Stall Holder Consent

- It is a condition of attendance at this market that every stall holder consents to these rules and regulations and legal requirements.
- The stall holder's consent remains in force until cancelled by the stall holder in writing, even if the rules and guidelines are modified from time to time.
- An email from the stall holder accepting the Stall Holder Agreement (see below), an email accepting the offer of a site, or the payment of the site fee will constitute acceptance of these conditions and of the Stall Holder Agreement (below).

Stall Holder Agreement

- It is a condition of attendance of all stall holders at the Caringbah Rotary Community Markets that they agree to the terms and conditions of this market by signing and returning this agreement OR sending an email to the organiser accepting a site at the markets OR paying their site fee. Stall holders agree to the following conditions:
- The stall holder agrees to all the terms and conditions and schedule of fees contained in Caringbah Rotary Community Market's Terms and Conditions (as updated from time to time) available on the website www.caringbahmarkets.com.au, emailed to all stall holders or available on request from the Market Manager.
- The stall holder agrees to comply with any special conditions which Caringbah Rotary may from time to time determine in relation to the operation of the Rotary Sunday Market (e.g. changes to site layout or to vehicular parking and access).
- The stall holder agrees to indemnify and to keep indemnified The Rotary Club of Caringbah Inc and Sutherland Shire Council, their servants, and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the Rotary Sunday Market.
- The stall holder shall ensure that they maintain current public liability insurance cover and, where appropriate or required, product liability insurance cover and that they are licensed or registered to carry out the activity authorised and shall comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or Bylaw relating to the activity they undertake.
- The stall holder's continued attendance at the Sunday Market may be reviewed by the Market Manager if the stall holder fails to comply with any condition of this Stall Holder Agreement or in any other justifiable circumstance. Proceeds of the Market, The Rotary Club of Caringbah Inc is a registered not for profit and a part of Rotary International (see www.rotary.org).
- The Caringbah Rotary Community Market is run by unpaid volunteers with all proceeds from site fees and from stalls run by Caringbah Rotary going to various local, national, and international Rotary projects. More information about the programs and projects of Caringbah Rotary can be found at our website www.carinbahrotary.org.au.

Thank you for your support

www.caringbahmarkets.com.au