

MARKET REGULATIONS

The Sunday Muster artisan markets

These Regulations apply to all Stallholders trading at The Sunday Muster. Stallholders warrant that they have read and agree to these terms and expressly warrant and acknowledge that Mortels Sheepskin Factory ("Mortels") may alter or amend these Regulations at any time with reasonable notice.

Definitions

In these Regulations:

Application means any request, written or oral, submitted to Mortels by a proposed Stallholder for consent to trade at The Sunday Muster.

Approved Products means any goods and services that Mortels has expressly approved for sale and/or consumption at the Market and as described in any Application from a proposed Stallholder.

Any approval is at the sole discretion of Mortels and any such approval may be revoked at any time, without notice, by Mortels.

Main Carpark refers to the carpark directly out the front of Mortels building, within the fenced and gated grounds on corner of Weakleys Drive and Glenwood Drive.

Market means the specific Market/(s) nominated by a Stallholder in the Application and subsequently indicated by Mortels when approving an Application. A reference to a Market includes an area which is designated for the purpose of conducting trading activity or any other area in Australia which Mortels owns, has the lease or license to control, operate and regulate as a market or a place where trading activity may be undertaken. The Market includes any roadways, car parking areas and areas of access to the Market.

Marquee, Tent or Umbrella means any covered structure that is erected within the boundaries of a stall or otherwise occupied by a Stallholder at the Market.

Regulations means the terms and conditions included in this document and the Stallholder Information.

Mortels may alter any term of these Regulations or include additional terms at any time by updating this content and providing upon application for each Market with reference given to new Regulations. By applying for a Market it is deemed that the new Regulations have been accepted.

Market Manager means the person/persons appointed by the Mortels to manage the Market.

Stall Site means an area within the Market that is allocated to a Stallholder by Mortels for the purposes of trading activity. The allocated area will be clearly identified by a perimeter of a Marquee, Tent or Umbrella. Any alternative area is subject to approval by Mortels.

Stallholder means an individual/s or a legal entity including their employees, staff and representatives that have been granted consent by Mortels to carry out trading activity at the Market.

Stallholder Information means the site specific information that is detailed on the 'Stallholder Information' sent with the Application form.

Stall Fee means the amount charged by Mortels as consideration for the opportunity to undertake trading activity at the Market. The Stall Fees are detailed in 'Stallholder information'.

The Sunday Muster artisan markets is a Trade Mark brand of Mortels Sheepskin Factory Pty Ltd (ABN 61 100 619 832) and refers also to its directors, employees, and managers.

The Sunday Muster will be held on privately owned land.

Trade at the Market means occupy a stall and undertake trading activity.

Trading Activity means any activity where goods are offered for sale and/or consumption, including any activity undertaken with the aim of promoting or increasing awareness of the Stallholder or the Stallholder's products and/or services.

Sale of Goods and Services

Only Goods that have been expressly approved by Mortels are to be offered for sale/consumption. All approved Goods must comply with applicable legislation and/or local government rules and it is the Stallholder's responsibility to ensure such compliance.

In the event that unapproved, illegal or offensive goods are sold, Mortels may terminate the Stallholder's agreement and remove them from the Market without compensation.

Goods approval is obtained by way of application to Mortels.

Equipment

Stallholders warrant that all equipment and Goods brought to the Market are of acceptable quality and comply with all Work Place Health & Safety Regulations and procedures and, any and all legislation with respect to public safety. It is the Stallholders duty to ensure that all equipment and goods adhere to the above safety standards.

Insurance

Mortels have public liability insurance in the sum of \$20,000,000. A copy of the terms of the Insurance Policy is available upon written request to Mortels.

Power Requirements

The Sunday Muster is generally a non-powered event. In the event that a Stallholder requires power, they may provide their own generator at their own cost. Any generator brought to the Market must be silent, and the Stallholders must inform Mortels of their intent to supply power.

Alternatively Mortels can supply power; it will be at an additional charge. Power must be pre-booked 2 weeks prior in the application process.

All electrical equipment must be tagged in compliance with relevant workplace laws and regulations.

Food & Beverage

In the event that food authorities conduct a food inspection at the Markets, each food vendor will be required to pay an inspection fee if their food stall is inspected.

Stalls

The Stallholder cannot assign, transfer or attribute its right to a Stall Site to any third party.

The Stallholder agrees and acknowledges that any allocated Stall Site is allocated at the sole and absolute discretion of Mortels.

In the event that a Stallholder requires additional space, the Stallholder must apply to Mortels for approval. Upon approval, Mortels may, at its absolute discretion, charge additional fees.

Set Up & Pack Up

To ensure compliance with Work Place Health & Safety Regulations, Stallholders shall only set up and pack up during the hours as detailed in the 'Stallholder Information'. All other set up and pack up instructions as outlined in 'Stallholder Information' must be strictly adhered to. Failure to comply with these time frames and instructions may result in termination by Mortels, without compensation and further notice.

Advertising

Any and all advertising that is erected or displayed, or distributed, within the Market must be pre-approved by Mortels.

Use of social media to advertise oneself and The Sunday Muster is strongly encouraged but will be monitored to ensure Mortels brand and reputation is not brought into disrepute.

Fees

All rates and charges are detailed in the 'Stallholder Information'.

Trading Hours

Trading Activity is permitted during the Trading Hours as detailed in the 'Stallholder Information'.

All stalls must be set up and ready to trade at the commencement of the trading hours and it is the responsibility of the Stallholder to continue trading for the duration of The Sunday Muster's trading hours. Stallholders must cease trading and commence packing at the end of the trading hours and must ensure they are off site in accordance with the hours of Set Up and Pack Up.

Stallholders shall be entitled to a Stall Site only until the Commencement of Trading Hours. Stallholders who have not occupied their Stall Site by the start of trading hours forfeit their stall booking and will not be entitled to any credit or refund of stall fees.

Traffic Control

Stall Holders must comply with local traffic rules and regulations on 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.

Stall Holders must comply with any and all directions given by Mortels staff.

Waste Management

As rubbish bins are limited, Stallholders must provide their own rubbish bins. Stallholders must also ensure that all waste and rubbish, including packaging materials, are properly bagged and either placed into Mortels commercial bins at the rear of Mortels building or removed from premises completely when leaving the Market.

Absolutely no furniture, furnishings, display fittings or other items that is not general waste in a garbage bag is to be placed into any bins including the commercial bins at the rear of Mortels building.

In the event that a Stall Site is not cleaned and cleared of rubbish and Mortels incur costs cleaning the Stall Site, the Stallholder will be liable for all and any costs incurred.

Failure to comply with this regulation may result in being denied a site in future Mortels Markets.

Dumping rubbish of any kind on the vacant block or in the watercourse at the rear of Mortels building will not be tolerated and persons doing so will be reported to the applicable authorities and will be banned permanently from all of Mortels property.

Weather

It is the responsibility of the Stallholder to bring their own covers and other equipment for the purpose of protection in adverse weather conditions.

If The Sunday Muster proceeds in the case of inclement or adverse weather conditions, it is solely at the Stallholder's discretion as to whether they will set up, commence, continue trading, cease trading, or pack up on the day. The Stallholder must advise Mortels of their intention to cease trading and pack up.

Mortels will not be responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions or any decisions it makes in relation to the continuation of trade during adverse weather conditions.

In the event that The Sunday Muster is cancelled by Mortels due to unsafe weather conditions, all Stallholders will be contacted by 0630 on the morning of the event and all monies paid will be refunded or credited towards the next consecutive market (stallholder's choice).

Mortels Exclusion of Liability

The Stallholder acknowledges that Mortels has made no representation or warranty with respect to:

- Return on sales or success
- Client and consumer exposure
- Other Stallholders or competition at the Markets
- The Stallholders Stall Site and location
- The extent, if any, to which other visitors to the Market might interfere with the Stallholder's use of the Market
- The existence of any and all security measures and deterrents at the Market
- Any promotional or advertising activity by Mortels and The Sunday Muster.

Mortels Representations

Any and all approval and consent given by Mortels to Stallholders does not convey on-going rights with respect to the Market. Stallholders acknowledge and agree that Mortels may terminate any consent or approval at any time.

Stallholders further acknowledge and agree that Mortels may, at any time:

- Relocate a Stallholder
- Instruct a Stallholder to cease any activity, including selling certain products
- Instruct a Stallholder to take any action in order to ensure public and customer safety

Right of Termination

Mortels may exercise its discretion to terminate any agreement, or withhold any approval or consent, with Stallholders at any time. Mortels may also remove a Stallholder, at any time, from the Market if a Stallholder commits any of the following:

- Failure to pay fees when due
- Breaches any of the above conditions, including, but not limited to, Set up and Pack Up, Waster Management, Advertising and Approved Goods
- Commits a criminal act at the Market
- Acts in manner which is deemed offensive by Mortels

Stallholder Indemnity

The Stallholder hereby indemnifies Mortels from the following:

- Any and all claims for loss
- Any injury or harm suffered by the Stallholder or members of the public
- Any and all sales or attempted sales
- Any third party injuries attributed to the Stallholder, including death to a person
- Mortels legal costs on a full indemnity basis incurred as a result of a breach from the Stallholder

Stallholder's Obligations & Responsibilities

The Stallholder warrants and agrees that at all times at The Sunday Muster the Stallholder will:

- Act in a professional manner and follow any and all reasonable directions given by Mortels with respect to any and all activities associated with the Market
- Ensure that the Stall Site is maintained throughout the trading period including ensuring that any stock is kept in a safe and secure manner
- Ensure all Market activities are done safely and in accordance with any and all applicable statutory regulations and/or Local Government rules
- Ensure that the Stall Site is left in the same condition as it was prior to set up;
- Keep the Market free of any rubbish and waste at all times;
- Only in engage in lawful conduct/behaviour
- Immediately report any incident/accident to Mortels including any damage or defect to property
- Only use the Stall Site for Mortels approved activities
- Ensure that all goods and consumables are of safe and acceptable standard
- Ensure the safety of all employees and members of the general public
- Vacate the premises immediately if directed by Mortels

Stallholder Warranties & Representations

The Stallholder agrees and acknowledges that, by applying for a Stall Site, the Stallholder makes the following warranties and representations:

- The Stallholder has read these Regulations and agrees to be bound by their terms and conditions
- The Stallholder has full legal ownership of the goods and produce they offer for sale
- The Stallholder holds the necessary licenses, permits, qualifications, practicing certificates and training applicable to the goods they offer for sale
- The Stallholder has not relied on any representation or statement by Mortels that is not contained in these Regulations
- The Stallholder will not bring any illegal or hazardous substances or materials into the Market
- That all goods and produce brought into the Market are done so at the Stallholders own risk and the Stallholder indemnify Mortels from any claim or loss suffered as a result of theft or damage.