



FAMILY FUN DAY MARKET REGULATIONS 2018

These Regulations apply to all Stallholders who are approved to trade at NWPS Family Fun Day (FFD). It is a condition of such approval that the Stallholder accepts and complies with these Regulations. By submitting an Application, the Stallholder acknowledges and accepts that the Convenor may alter any rule or term of the Regulations, or make additional rules and terms.

A Stallholder is deemed to have been granted consent to Trade at FFD when it has submitted an Application to the Convenor and has received written confirmation from the Convenor that the Application has been approved.

APPROVED PRODUCTS

- A Stallholder may only offer for sale Approved Products.
- To vary the Approved Product/s, a Stallholder must submit a new Application that describes the proposed new product/s to the Convenor. The Manager will subsequently review the form and advise the Stallholder in writing as to whether their application has been successful or not.
- The Manager may cancel a Stallholder's approval to occupy a Stall at the Market if the merchandise offered for sale is substantially different from the Approved Product.
- In order to ensure variety and a limited number of stalls in each product category at FFD, the Convenor reserves the right to reject applications and not to enter into correspondence or otherwise explain the reasons for its decisions.
- 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.
- Products that may not be offered for sale or sold at FFD include goods bearing registered trademarks, which are not genuine products; items and services of an 'adult' nature which are not suitable for a Family Fun Day; items associated with the illegal use of drugs; items not in accordance with the relevant Australian Standards; and other items notified by the Convenor to a Stallholder.

EQUIPMENT

- It is the Stallholder's responsibility to ensure that all equipment brought to FFD by the Stallholder 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 Stallholders must cooperate with the Convenor in ensuring that an appropriate corridor is maintained along the pedestrian pathways.

INSURANCE

- Please note that it is a strict requirement that a Stallholder must have in place a public and product liability policy with a minimum of \$10 million cover in the Stallholder's name if the Stallholder offers for sale any of the products listed below.
 - Second hand electrical goods and toys
 - Cosmetics and beauty products
 - Medicines, Potions, Oils, Fragrances
 - Massage, manipulation of muscle, chiropractic or similar
 - Hot Food

POWER & EQUIPMENT REQUIREMENTS

- Limited power is available at FFD, Stallholders must ensure that all electrical equipment and leads utilised by the Stallholder at the Stall must be tagged in compliance with relevant workplace laws and regulations and such tags must be available for inspection at all times.

STALLS

- The Stallholder acknowledges that the Convenor's consent to the Stallholder to occupy a Stall at FFD may not be assigned to any other person and does not convey any right to any particular location for a Stall. Stallholders must locate their Stalls as directed by the Convenor who is authorised to determine and change the layout for Stalls.
- The Stallholder must ensure that all Trading Activity is undertaken within the boundaries of the Stall.
- The Stallholder may request from the Convenor permission to utilise extra space at FFD and if the request is granted, the Manager reserves the right to charge an additional Stall Fee in respect of the additional space.

SET UP AND PACK UP

- The hours of Set up is 7.30am-9am and Pack up is 3.00-4.00pm
- Stallholders must abide by the instructions of the Convenor in relation to traffic control.

SIGNAGE

- Stallholders may not erect any advertising display or signage unless the Stallholder has received the Manager's consent to display such advertising display or signage.

STALL FEES

- Stall Fees are \$80 for a 3mx3m stall area and payable once Application has been approved
- Stall Fees are not refundable. No credits or refunds are issued in the case of bad weather.

TRADING HOURS

- All stalls must be set up and ready to trade at the commencement of the Trading Hours between 10am-3.00pm
- It is the responsibility of the Stallholder to continue trading for the full duration of FFD Trading Hours (10am-3.00pm).
- 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 who have booked a Stall and pre-paid their Stall Fee shall be entitled to a Stall only until the Commencement of Trading Hours. Stallholders who have not occupied their Stall by this time may forfeit their stall booking, will not be entitled to any credit or refund of stall fees and the Convenor reserves the right to allocate the Stall to another Stallholder.

VEHICLE & TRAFFIC CONTROL

- Stallholders must abide by the instructions of the Convenor & staff regarding the movement and parking of vehicles at school, on the public roads and in areas within the immediate vicinity of the School. Access to school grounds is for Set up and Pack up only. There is no parking available on school grounds.
- Vehicles are to drive within the School at 5kph at all times.
- Stallholders must comply with local traffic rules and regulations on the public roads and in areas in the immediate vicinity of the School 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 School during set up or pack times

WASTE MANAGEMENT

- Stallholders are required to remove from the Market on leaving, all garbage, waste, litter and other rubbish that the Stallholder has either brought onto the Market or obtained at the Market. The garbage bins provided at FFD are for the purpose of the disposal of litter by the general public and are not available for the disposal of Stallholder's waste or packaging materials.
- 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 and waste materials.
- Any stallholder found to be utilising the Market rubbish bins for the removal of the Stallholder's waste or packaging material shall be requested to discontinue such activity and may incur a waste fee.

DAMAGES OR LOSS

- By booking a stall, stallholders fully accept that you are trading outdoors where you will be exposed to the elements and will require your own shelter. By participating in Family Fun Day you indemnify NWPS and NWPS P&C and organisers of the event against any damage, loss or injury to yourself or your belongings, or vehicle, that may result. You are responsible for the supervision of your goods and belongings at this event.

WEATHER

- FFD may operate in varying weather conditions. You should not apply for a stall unless you are prepared to take the risk on 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 FFD 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. The Stallholder must advise the Site Manager of their intention to cease trading and pack up.
- The Convenor will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions or any decisions it market in relation to the continuation of trade during adverse weather conditions.