

**OAKLEIGH ROTARY SUNDAY MARKET  
TERMS & CONDITIONS FOR OPERATING STALL SITES  
IN COMPLIANCE WITH COVID 19 RESTRICTIONS  
Version 2 June 2021**

**DEFINITIONS**

*The Rotary Club of Oakleigh Clayton Huntingdale Inc. A0106510S ('RotaryOCH')*  
*Oakleigh Rotary Sunday Market ('the Market')*  
*Car Park at Hanover Street, Oakleigh ('the Car Park')*  
*Terms & Conditions for Operating Stall Sites ('Conditions')*  
*StallHolder ('Trader')*

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**APPLICATION**

These Conditions apply to the operation of the Market consistent with the Restricted Activity Directions as apply from time to time, issued in accordance with the Public Health and Wellbeing Act, to limit the spread of Novel Coronavirus 2019 ("Covid19 Restrictions").

**1. ALLOCATION OF STALL SITES**

RotaryOCH will allocate all stall sites, consistent with the requirements of the Covid19 Restrictions and in the best overall operation of the Market, from time to time.

Traders must accept the allocated Stall site/s as allotted to them. The stall site allocated will be identified on the Market Ticket provided to each Trader.

**2. COMPLIANCE**

RotaryOCH operates the Market under Licence from the Monash City Council. These "Conditions" reflect the conditions of the Licence, which must be complied with by all Traders.

Traders must comply with all relevant laws and any requirement of any authority in connection with the Market and the Trader's use of the stalls.

Traders must comply with all directions of RotaryOCH members or volunteers.

**3. GOODS**

No poisonous products, prescription medications, illegal or offensive items are to be offered for sale. No animals or livestock shall be sold or offered for sale in the Market.

Food stalls must produce the appropriate food permits registered with the City of Monash.

All people trading in second-hand goods must register with the Business Licensing Authority. For a free information brochure and registration form, call 1300 135 452.

This does not apply to people selling their personal possessions.

No firearms, ammunition, explosives, weapons or dangerous goods shall be brought into the Market area. No alcoholic liquor may be offered for sale or consumed within the Market area.

RotaryOCH shall not be responsible for the compliance by a Trader with any By-law, Regulation, Act or

Statute.

RotaryOCH accepts no responsibility for any transaction entered into in the Market area.

#### **4. LOSS & DAMAGE**

RotaryOCH accepts no liability for the loss or damage of any kind suffered by any person who enters the Market area, howsoever such loss or damage may occur, and all persons who enter the Market area, including Traders, do so at their own risk.

The Trader agrees to indemnify RotaryOCH against all claims for damages or injury to the property or person of any persons in respect of any claim by any such person arising out of negligence on the part of the Trader or his agents or servants, or RotaryOCH or its members or volunteers.

#### **5. TRADING HOURS**

The Market trading hours are **8.00AM to 1.00PM**. Sites may be occupied **from 6.00AM** (not before) for set up.

Stalls not occupied by **8.00AM** may be forfeited. Stall sites must be packed up and vacated by **2.00PM**. Vehicle movement in the market is prohibited between **8.00AM and 12.00 Noon**, unless special dispensation is given.

For the Market to be successful the public must be able to rely on consistent attendance of Traders at the Market.

#### **6. STALL SPACE**

Traders must operate within the confines of the stall space allocated. No items are to be placed in walkways. Un-authorized use of 'vacant' stalls is prohibited.

Sites are public car park (min 2.5 metre x 4.3 metre). If you wish retain your vehicle on site & trade from it, anything larger than a standard sedan will require TWO or more sites.

#### **7. COST**

The Site Rental Cost is **\$25** per Sunday rental.

RotaryOCH will provide advance notice in the case of any changes to stall site cost.

#### **8. METHOD OF PAYMENT**

**EFTPOS** is the preferred payment method. Cash payment will only be accepted if the Trader advises they don't have a debit/credit card.

All pre-booked stalls to be paid at time of booking. Stalls hired on the market day to be paid before entering the Market area. No refunds will be given.

#### **9. BOOKING**

Procedures for booking, exchange, cancellation and wet weather will be advised in the weekly Market ticket.

Stalls may be re-booked for the following week at the discretion of RotaryOCH.

Casual stalls are available for booking and are made available to the public from 6.00AM. Casual stall holders must obtain a Market ticket to be allocated a stall.

To cancel a booking (exchange ticket) tickets for pre-booked stalls must be returned to the Rotary OCH caravan no later than 8.00AM on date of booking to be eligible for an exchange.

Stalls not occupied by 8.00AM may be forfeited to casuals requiring stalls. However, consideration will be given to restoring the stall to the stall holder for the following week if the Rotary Market Leader is notified at the market by 10.00AM.

#### **10. PARKING**

Vehicles not parked in Stall Spaces are to be parked legally in surrounding streets or in designated car parks.

#### **11. PUBLIC / PRODUCT LIABILITY INSURANCE**

All Traders must be insured for Public Liability, & Product Liability of not less than \$10,000,000 indemnity and provide a valid certificate of currency from their insurance company to RotaryOCH.

RotaryOCH may, from time to time, purchase Market Insurance on behalf of stallholders who have not provided evidence of current insurance. The cost of any insurance, if provided by RotaryOCH, will be **in addition to the site cost.**

## **12. COVID 19 REQUIREMENTS**

### **All Traders and their staff:**

Must stay home and avoid contact if feeling unwell.

Must wear appropriate Personal Protective Equipment (PPE) e.g., facemask, as directed from time to time.

Must comply with all provisions of the RotaryOCH "COVIDSafe Plan" for the operation of The Market, as amended from time to time, to comply with public health directions. A copy of the plan is provided with these Conditions.

### **Significant Items set out in the plan prescribe that Traders:**

Must have a table or barrier between their serving area and the general public, of sufficient width to encourage a 1.5 metre distance between staff and the public.

Must have on display suitable signage to encourage safe activity in the Covid19 environment, including 1.5 metres spacing between each person, when moving or queuing in the Trader's area.

Must have on each table a hand sanitiser dispenser with alcoholic sanitiser for use by staff and customers.

Must clean and sanitize common contact surfaces using a disinfectant to help reduce the spread of infection.

Must have their own rubbish container and take away at the end of the market all the rubbish, and any public rubbish, caused as a consequence of their activity.

Must comply with the appropriate food handling regulations, if you handle or sell food.

Must keep accurate records, including contact details for accurate contact tracing off all personnel working at the Market each Sunday e.g., Victorian Government QR Code scanner.

Must familiarise themselves with all COVIDSafe regulations that apply to business activity.

## **13. OCCUPATIONAL HEALTH & SAFETY**

Traders must comply with all Occupational Health & Safety law in relation to their employees,volunteers and the public, and any specific Health & Safety requirements issued by RotaryOCH, including an Evacuation Plan.

A copy of the Evacuation Plan is available on display at the RotaryOCH caravan.

A First Aid Kit, Defibrillator, Fire Extinguisher & Fire Blanket is also available in the caravan.

## **14. TRAFFIC MANAGEMENT**

Traders must comply with the Market Traffic Management Plan as issued by RotaryOCH from time to time, including all signage.

A copy of the Plan is available and on view at the RotaryOCH caravan.

## **15. RUBBISH, WASTE MANAGEMENT & ENVIRONMENTAL SUSTAINABILITY**

Your allocated site and surrounding area must be left clean at the conclusion of the market.

All rubbish & unsold goods must be taken away & **any spillage or waste left by the public, as a consequence of your activity must be removed.**

You must also comply with the Monash City Council, Environmental Sustainability Guidelines.

A copy of the Guidelines is available for viewing at the RotaryOCH caravan & can be downloaded from the Council website.

Do not dispose of rubbish into shop bins.

## **16. FOOD HANDLING**

All Traders selling food must comply with the Food Act 1984, and hold a current Registration Certificate and Statement of Trade with Monash Council, **a copy** of which is to be provided to RotaryOCH before commencement of operations. A copy of the certificate will be kept on file in the RotaryOCH caravan.

Appropriate registration can be obtained at; [Streatrader | Home \(health.vic.gov.au\)](https://www.health.vic.gov.au/streatrader)

## **17. STRUCTURES, TREES & GARDENS**

All demountable structures must be sturdy and made secure to withstand changing wind and weather

conditions, using suitable weights.

For the avoidance of doubt, attaching structures, ropes, signage to the trunk or branches of trees, the use of pegs or stakes into garden or tarmac, and the location of any item in garden areas is prohibited. Fence lines are to be kept clear at all times and no structures, goods or items are to be attached to fences.

### **18. CHILD SAFETY**

The Market must comply with the Child Wellbeing and Safety Act.

If you see or believe there is unsafe behaviour towards a child, and/or a child needs protection, you should immediately advise the Police by ringing **000**.

A summary of your obligations under the Act is on view and available at the RotaryOCH caravan.

### **19. PROHIBITED ACTIVITY**

The selling of any items that would breach Australia's International Property Law is prohibited.

Vending machines are prohibited.

### **20. MARKETING**

RotaryOCH reserves the right to publish photographic images of Traders and/or their stall sites taken at the Market for use in promotional material.

### **21. REFUSAL, COMPLAINTS & DISPUTES**

RotaryOCH reserves the right to refuse admission to the Market, to any person and to eject or cause to be ejected any person and/or his/her goods and chattels without giving any reason for the same.

RotaryOCH has a Disputes and Complaints Procedure & Register which is available for viewing at the RotaryOCH caravan.

RotaryOCH reserves the right, to decide on or arbitrate all disputes with or between Traders in what it believes is the best overall interest of the Market.

Stall holders committing any offence such as using indecent language, assault, theft, fraud, possession of stolen goods, etc. may be reported to the police.

### **22. WET WEATHER**

On wet days, Traders are still required to attend the Market at the commencement time or risk forfeit of their stall site. RotaryOCH will manage wet weather days, at its discretion, in accordance with the Wet Weather Procedure set out in the Market Ticket.

### **23. AGREEMENT**

The Trader acknowledges and accepts the combined application of these Terms and Conditions and the information contained in the Market Ticket document described in these terms and conditions.

For the avoidance of doubt, the regulation of: Approved Goods, Site Boundaries, Deliveries, Market Management, Behaviour and Noise Control shall be at the sole discretion of RotaryOCH.

### **24. ACCEPTANCE UNDERTAKING**

As a Trader I understand and accept these Conditions for renting a stall location at The Market and have signed and returned the Acceptance Undertaking.

### **25. CONTACT DEATAILS**

Rotary OCH - Market Manager

Email: [marketmanager@rotaryoch.org.au](mailto:marketmanager@rotaryoch.org.au)

Mobile: 0466 546 059 (Text Preferred)

Post Address: PO Box 100 Oakleigh Vic 3166

All Documents, Market Newsletters, Promotion on the Website: [www.rotaryoch.org.au](http://www.rotaryoch.org.au)

Facebook: <http://www.facebook.com/Rotaryoch9810/>

**ROTARYOCH ACKNOWLEDGES THE SUPPORT OF THE CITY OF MONASH.**