

**OAKLEIGH ROTARY SUNDAY MARKET
TERMS & CONDITIONS FOR OPERATING STALL SITES
REOPENING IN COMPLIANCE WITH COVID19 RESTRICTIONS**

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") by Stall Holder ("Trader"). * NOTE; New ABN No 80 809 112 397*

1. APPLICATION

These Conditions apply to the operation of the Market effective from 22nd November 2020 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")

2. CONDITIONS TAKE PRECEDENT Over the conditions set out in the Ticket.

To the extent that these Conditions are inconsistent with the issued – Oakleigh Sunday Market - Conditions for Operating Stalls as set out in the Stall Space Hire Agreement, these "Conditions" shall take precedence and override that document.

3. ALLOCATION OF STALL SITES

Rotary OCH will allocate all stall sites, consistent with the requirements of the Covid19 Restrictions and in the best overall operations of the market from time to time.

Traders must accept the allocated Stall site/s as allotted to them.

4. COMPLIANCE

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.

RotaryOCH operates the Market under a 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 directions of Rotary OCH members or volunteers.

5. COVID19 RESTRICTION REQUIREMENTS

All Traders;

5.1 And their staff, must stay home and avoid contact if you are feeling unwell.

5.2 And their staff, must wear an appropriate Personal Protective Equipment (PPE) face mask for the duration of their time at the market.

5.3 And their staff, are encouraged to have downloaded and have active on their mobile phone the Commonwealth Government **COVIDSafe** application for all of the time they are in the precinct of the Market.

5.4 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 Terms & Conditions.

5.5 Significant Items set out in the plan prescribe that Traders;

- 5.5.1 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.
- 5.5.2 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.
- 5.5.3 Must have on each table a hand sanitiser dispenser with alcoholic sanitiser for use by staff and customers.
- 5.5.4 Must clean and sanitize common contact surfaces using a disinfectant to help to reduce the spread of infection. Must have their own rubbish container and take all of their rubbish and any public rubbish caused as a consequence of their activity, away with you at the end of the market.
- 5.5.5 Must comply with the appropriate food handling regulations, if you handle or sell food.
- 5.5.6 Must keep accurate records of all personnel working at the Market each Sunday, including contact details for accurate contact tracing purposes.
- 5.5.7 Must familiarise themselves with all COVIDSafe regulations that apply to business activity.

6. TRADING HOURS

The Market trading hours are **8am to 1pm**. Sites may be occupied **from 6am** for set up. Stalls not occupied by **8AM** may be forfeited.

Stall sites must be packed up and vacated by **2 pm**. Vehicle movement on the market site is prohibited between the hours of **8 AM and 12 Noon**, unless special dispensation is given.

7. STALL SITE COST

The current Site Rental Cost is **\$20** per Sunday rental. RotaryOCH gives advance notice that the Site Rental Cost will increase to **\$30** (plus GST if applicable) per Sunday effective Sunday 7th February 2021. Further, RotaryOCH reserved the right to charge an additional amount if the Trader requires electricity supply to operate.

8. METHOD OF PAYMENT

Consistent with Covid19 recommended operating conditions, the preferred method of Trader payment to RotaryOCH, will be by EFT Credit Card payment. Cash payment will only be accepted if the Trader advises they don’t have a credit card.

9. PUBLIC / PRODUCTS LIABILITY INSURANCE

It is a requirement that all Traders are insured for Public Liability, Personal Indemnity and Product Liability (where applicable) with a reputable insurance company.

All Traders must provide **two copies** of their Insurance current certificate of currency to a minimum value of \$10,000,000, prior to attendance at the Market event.

10. 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 is also available in the Caravan.

11. TRAFIC 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.

12. PROHIBITED ACTIVITY

In addition to the prohibited items listed on the "Conditions for Operating Stalls" ticket, the selling of any items that would breach Australia's International Property Law is prohibited. Vending machines are prohibited.

13. RUBBISH & WASTE MANAGEMENT AND 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.

14. FOOD HANDLING

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

15. COMPLAINTS / DISPUTES

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.

16. 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.

17. CHILD SAFETY

The Market must comply with the Child Wellbeing and Safety Act. A summary of your obligations under the Act is on view and available at the RotaryOCH Caravan. 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**.

18. MARKETING

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

19. SPACE STALL HIRE AGREEMENT

Except as provided in this document, all Conditions for Operating Stalls and Market Procedures as set out in the Stall Space Hire Agreement shall apply & the Trader acknowledges and accepts the combined application of both documents under this agreement.

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

20. ACCEPTANCE UNDERTAKING

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

ROTARY OAKLEIGH CLAYTON HUNTINGDALE MARKET CONTACT DETAILS

Felicity Smith

RotaryOCH - Market Manager

Email: marketmanager@rotaryoch.org.au

Mobile: 0466 546 059

Post Address; PO Box 100 Oakleigh Vic 3166

Market Promotion & Marketing Web: www.rotaryoch.org.au

There is now a special website page that will provide information for all Traders & we intend publishing details about Trader businesses on the appropriate page, once we have all relevant information and individual Trader approval.

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

RotaryOCH acknowledges the support of The City of Monash

4th November 2020