



# Regulations

These Regulations apply to all Stallholders who have received consent by the Manager to Trade at the Market and compliance with the terms and conditions of these Regulations is strictly a condition of such consent.

## Definitions

In these Regulations and Bylaws:

**Application Form** means the form/s that has been completed by a Stallholder when applying to the Manager for consent to Trade at the Market and may include any updated forms completed by the Stallholder from time to time. The Application Form may also be referred to as a 'Registration Form'.

**Approved Products** means those goods and services for which the Manager has granted to the Stallholder consent to offer for sale and sell at the Market. Such goods and services must be described in the Application Form. The Manager reserves the right to provide consent to a limited selection of the goods and services described in the Application Form and shall advise the Stallholder accordingly.

**Bylaws** refer to the Bylaws attached to these Regulations. The Bylaws includes operational matters that may change from time to time and are essential terms and conditions of these Regulations. The Manager will provide to the Stallholder a minimum of 14 days notice in respect of any changes that may apply to items included in the Bylaws. Such notice will be posted on the Bondi Markets website.

**Code of Conduct** means the Bondi Markets Code of Conduct included in the Bylaws as amended from time to time

**Manager** means Bondi Beach Markets Pty Ltd (A.C.N.), its employees, staff, and officers. The Manager has the licence to control, operate and regulate the Market which includes the authority to grant or withhold consent to any person/s or legal entity to Trade at the Market.

**Market** means the areas within Bondi Beach Public School which are designated for the purpose of conducting Trading Activity and includes any car parking areas and areas of access to or egress from the Market.

**Regulations** means the terms and conditions included in this document, as amended from time to time. All Stallholders should retain a copy of the Regulations for your records or may refer to a current copy of the Regulations on the Bondi Markets website.

**Site Manager** means the person/persons appointed to manage the Market on a trading day.

**Stall** means an area within the Market that is designated by the Manager for the purposes of Trading Activity by a Stallholder.

**Stallholder** means a person, persons or legal entity and their employees, staff, agents or representatives that have been granted consent by the Manager to Trade at the Market.

**Stall Fee** means the amounts charged by the Manager and payable by the Stallholder as consideration for the opportunity provided by the Manager to the Stallholder to undertake Trading Activity at the Market. The Stall Fee amounts are included in the Bylaws, may include various charges and may change from time to time.

**Trade at the Market** means occupy a Stall and undertake Trading Activity.

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

**Traffic Control Plan** means the Bondi Markets Traffic Control Plan as amended from time to time.

**Words** in the singular include plural and in the plural include the singular. Where there is more than one person, partner or legal entity noted on these Regulations then these Regulations shall apply jointly and severally.

**DAYS OF OPERATION** The Market operates every Sunday except during Christmas Day, New Year's Day and during the weekend of the City to Surf Race

**TRADING TIMES** Trading Activity is restricted to between the hours of 10.00am and 4.00pm (5.00pm during daylight savings).  
All stalls must be set up and ready to trade by 10.00am.  
It is the responsibility of the Stallholder to continue trading for the full duration of the Market's trading hours. Stallholders must cease trading and commence packing at the end of the trading times in order to ensure they are off site by 5.00 pm (6.00 pm during daylight savings).  
Stallholders who have booked a Stall and pre-paid their Stall Fee shall be entitled to a Stall only until 10.00 am. Stallholders who have not occupied their site by 10.00 am may forfeit their stall booking and will not be entitled to any credit or refund of stall fees.

## PRODUCTS

A Stallholder may only offer for sale Approved Products and may not introduce new product ranges without the prior approval of the Manager.

To vary the Approved Product/s, a Stallholder must submit a new Application Form that describes the proposed new product/s to the Manager. The Manager will subsequently review the Application Form and advise the Stallholder as to whether their application has been successful or not.

The Manager may cancel a Stallholder's approval to Trade at the Market if the merchandise offered for sale is substantially different from the Approved Product, is of poor quality or fails to meet the approved criteria.

In order to ensure variety, a high standard of goods and a limited number of stalls in each product category at the Market, Management reserves the right to reject applications and not to enter into correspondence or otherwise explain the reasons for its decisions.

If food of any description whatsoever is sold by a Stallholder, then that Stallholder is required to comply with relevant local government and other statutory laws and regulations relating to the safe preparation, handling and sale of food.

The Manager reserves the right and may in its absolute discretion determine that any item sold or service offered by a Stallholders (including Approved Product) is unacceptable and once the Stallholder is advised of that decision the Stallholder must ensure that the product or service in question is withdrawn.

## UNACCEPTABLE PRODUCTS

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 sold at the Market include goods bearing registered trademarks, which are not genuine products; items and services of an 'adult' nature which are not suitable for a public forum; items associated with the illegal use of drugs; items not in accordance with the relevant Australian Standards; or other items that in the opinion of the Manager are unsuitable for the Market.

## STALLS

The Stallholder must ensure that all Trading Activity is undertaken within the boundaries of the Stall.

The Stallholder may request from the Manager permission to utilise extra space at the Market and if the request is granted, the Manager reserves the right to charge an additional Stall Fee in respect of the additional space.

The allocation of Stall locations to Stallholders is totally at the discretion of the Manager and may change on a week to week basis.

The Manager reserves the right to re-locate a Stallholder within the Market without notice; to inspect a Stallholder's Stall and request that the Stallholder undertake any such activity required to improve the safety or cleanliness of the Stall or to raise the presentation of the stall to a minimum standard.

## STALL FEES

Stall Fees are outlined in the Bylaws.

Stallholders who have booked a Stall must be in credit and pay their Stall Fee prior to the commencement of Trading Activity.

A failure to pay the Stall Fee on time is considered a breach of these Regulations.

Stallholders who pay by a cheque that is dishonoured will be charged any bank fees payable plus an Administration Fee of \$10.00.

## VEHICLE & TRAFFIC CONTROL

Subject to a Stallholder's rights under the Trade Practices Act 1974 (as amended), the Manager & Bondi Beach Public School accepts no responsibility for loss or damage to motor vehicles, accessories, contents or for death or injury suffered to any person whatever the cause whether due to the negligence of Management or otherwise.

Stallholders must comply with the terms of the Market's Traffic Control Plan (as amended from time to time) and must abide by the instructions of the Manager & staff regarding the movement and parking of vehicles at the Market, on the public roads and in areas in the immediate vicinity of the Market.

The Manager reserves the right to deny access to and/or withdraw rights of entry for Stallholders or any person seeking to enter upon or having entered upon the Market premises at any time.

Subject to the prior consent of the Manager, vehicles may not enter or leave the parking areas within the Market between 10.00am and 4.00pm or 5.00pm during daylight saving hours.

The Stallholder acknowledges that any motor vehicle entering, leaving or parked in the Market will be entirely at the risk of the person in charge of that vehicle and the Stallholder indemnifies the Manager for any claim of whatever nature that may be made against the Manager for damage to any motor vehicle; other property or injury to persons situated within the Market that has been caused by the Stallholder.

## SET UP AND PACK UP

Set up times are 9.00 am – 10.00 am.

Pack up times are 4.00 pm – 5.00 pm (5.00 pm – 6.00 pm) during daylight savings.

Stallholders must comply with local traffic rules and regulations on the public roads and in areas in the immediate vicinity of the Market and must not park illegally, double park in traffic lanes, park in residents' 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

Stallholders must abide by the instructions of the Manager & staff in relation to traffic control.

In the interests of Occupational Health & Safety, Stallholders must strictly comply with specific times in relation to the set up and pack up of the Market. Setting up and packing up a Stall outside of the designated times may be hazardous to the other Stallholders and to the general public and, as such, a failure to observe and comply with the time restrictions for set up and pack up is considered to be a major breach of the Stallholder's obligations and the Manager reserves the right to refuse the offending Stallholder permission to Trade at the Market on any future date.

## INSURANCE

The Manager has taken out public liability insurance for the amount of \$20,000,000.00 on behalf of the Market Stallholders. The Manager reserves the right to offer a discounted Stall Fee to Stallholders who have their own insurance policy or to charge higher stall fee to Stallholders who do not have their own insurance policy. Stallholders are required to evidence any public liability policy they hold in order to be eligible for the varying Stall Fee rates if applicable.

The policy in this regard is: "No Paperwork – No Discount".

Stallholders are responsible for their own Workers' Compensation Policies if applicable.

## EQUIPMENT

Stallholders are responsible for the safety of any equipment they bring to the Market. It is the Stallholder's responsibility to ensure that all equipment brought to the Market 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 Trading Times.

If in the opinion of the Manager any tent, umbrella or temporary structure of a stallholder is a risk to the safety of any person such structure must be immediately taken down if required by the Manager.

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 Manager in ensuring that an appropriate corridor is maintained along the pedestrian pathways.

No equipment or products brought to the Market may be stored at the Market in between trading days.

The Manager does not warrant that any equipment hired by the Manager to the Stallholder is fit for the Stallholder's use and shall not be responsible for any damage caused by any failure or malfunction of the equipment at the Market whilst under the Stallholder's control.

Stallholders who hire equipment from the Manager are required to return the equipment to the place from which it was collected at the end of the day's trading.

## WEATHER

The Market will operate in varying weather conditions. The Market is conducted in the open air, it is not a covered Market and will continue to trade in wet 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 Market 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. Except in the case of extreme weather conditions, the Stallholder must advise the Site Manager of their intention to cease trading and pack up.

The Manager will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.

## SIGNAGE

Stallholders may not erect any advertising or signage unless that advertising or signage is approved by the Manager.

## POWER

The Market does not have any access to power. Stallholders who utilise portable forms of power generation must ensure that all electrical equipment and leads utilised by the Stallholder at the Stall must be tagged in compliance with relevant workplace regulations and such tags must be available for inspection at all 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 the Market 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. Stallholders may be refused permission to Trade at the Market if this activity continues persists and appropriate warnings have been given by the Manager.

## NO FUTURE RIGHTS

The allocation of a stall at the Market is undertaken on a weekly basis and does not create any form of tenancy or imply the granting of a future right or licence.

A Stallholder's approval to Trade at the Market cannot be transferred, sold, licensed, leased or assigned to any other person or legal entity.

The Manager reserves the right to require the Stallholder to remove from sale any good or service offered by the Stallholder; to re-locate a Stallholder to another Stall within the Market; or to terminate a Stallholder's approval to Trade at the Market.

## STALLHOLDER OBLIGATIONS & RESPONSIBILITIES

Stallholders are required to respond co-operatively to any direction given by the Manager's staff in relation to the operation and occupation of their stall, equipment, goods and vehicle during set up and pack up out activities and any direction of a security or safety nature.

Stallholders are responsible for the:

- safety of all equipment brought by the Stallholder to the Market;
- safety of their employees, staff, agents or representatives that may occupy the Stallholder's Stall; and
- cost of all repairs or replacement of any items belonging to the Manager that is damaged by the Stallholder

The Stallholder agrees that at any time while the Stallholder is at the Market, the Stallholder will:

- ensure that their activities do not endanger the safety or security of any people at the Market;
- not cause any damage, make alterations or additions of any nature to, or carry out any works of any nature and that, if any such damage is caused, the costs of any repairs, making good or replacement are borne by the Stallholder;
- leave the site in the condition in which it was before the stall was set up for the day and that if any damage is caused to the site, then costs of making good shall be borne by the stallholder;
- not operate or use any amplified sound equipment of any nature without the express written permission of the Manager;
- keep the Market and its immediate surrounds clean, tidy, presentable and free from waste and rubbish;
- ensure that nothing is done at the Market which is illegal, obscene, offensive, dangerous or otherwise creates a nuisance or causes damage, disturbance, annoyance, injury or obstruction to any owner, occupier or user of any nearby land or premises;
- report to the Manager any incident or accident to any person or property that involves loss or could be expected to give rise to a Claim;
- ensure that any accident involving any injury to any person, or any loss of or damage to any property within the Market (including any defect, failure or lack of repair at the Market) which may give rise to a danger or risk to others, is reported directly to the Manager;
- vacate the Market immediately after being requested to do so by a representative of the Manager;
- not use the Market for any purpose other than the display and sale of Approved Products;
- not place or affix any product or signage to any permanent building, structure, play apparatus or vegetations;

## TERMINATION

A Stallholder who has booked for and pre-paid their Stall Fee will not be entitled to a refund or credit if they elect to cease trading and terminate their booking. All pre-paid Stall Fees must be traded out.

The Manager reserves the right to withhold consent to a Stallholder to Trade at the Market, to remove or to have removed from the Market a Stallholder who is in breach or does not comply with the Regulations, including where a Stallholder:

- fails to pay their Stall Fee in a timely manner;

- fails to abide by the Market's set up or pack up conditions;
- fails to abide by the Market's Trading Times
- fails to abide by the terms and conditions of the Market's Traffic Control Plan;
- fails to limit the products offered for sale to those products that the Manager has authorised the Stallholder to offer for sale;
- commits a criminal act at the Market;
- behaves in a manner that breaches the Market's Code of Conduct
- fails to comply with the lawful instructions of Market staff in a prompt manner

#### WARRANTIES & REPRESENTATIONS OF STALLHOLDERS

The Manager permits the Stallholder to the Market in reliance on the following warranties and representations hereby made by the Stallholder:

- the Stallholder is the owner of the Approved Products with full power and capacity to sell absolute legal and beneficial ownership of the Approved Products to a third party without any encumbrance;
- the Stallholder is not in reliance on any representation or statement made by the Manager that is not expressly contained in these Regulations
- the Stallholder is responsible for obtaining all relevant permits and permits required to operate the Stallholder's business and that all merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force;
- the Stallholder does not bring into the Market any hazardous materials or substances; and
- the Stallholder will comply with all of the terms contained in these Regulations and will comply with any changes to the Market Regulations, or any relevant local government and other statutory laws and regulations.

Without limiting the generality of these terms, the Stallholder acknowledges and agrees the Manager is not liable for any Claim or Loss suffered or incurred by the Stallholder in relation to or in connection with:

- damage to the Approved Products or any other property of the Stallholder;
- theft of the Approved Products or any other property of the Stallholder;
- any failure by the Stallholder to sell the Approved Products;
- any journey from or to the Market;
- anything occurring off the Market site, including anything that occurs at Market; or
- damage or injury to any property or person.

These limitation provisions are intended to replace any other terms, conditions, warranties and representations implied by statute or otherwise and, accordingly, all such terms are excluded unless the following applies. Certain legislation may imply warranties or conditions or impose obligations on the Manager which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. The limitation provisions are subject to these statutory provisions. In particular, if the statutory provisions apply, the Manager's liability is not limited, in the case of any legislation that prevents any limitation the Manager's liability or, if the legislation does permit a limitation of liability, the Manager's liability is limited to the cost of the Manager refunding the Stall Fee.

#### STALLHOLDER INDEMNITY

Without limiting the generality of any other provision of these Regulations, the Stallholder hereby indemnifies and holds the Manager harmless from and against all Claims for Loss arising in connection with or in relation to:

- the Stallholder's occupation of the Market;
- the sale or attempted sale of the Approved Products or any other products or services;
- any injury or harm suffered by the Stallholder;
- any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the Stallholder;
- any loss of or damage to the Stallholder's property regardless of the cause of that loss or damage;
- the death of any person of a consequence, in whole or in part, of any act or omission by the Stallholder;
- any breach of these Regulations by the Stallholder; or
- any legal costs on a full indemnity basis incurred by the Manager as a result of the Stallholder's breach of these Regulations.

## EXCLUSION OF LIABILITY

The Stallholder acknowledges and agrees that the Manager makes no warranty or representation in relation to or in connection with the Stallholder's occupation or use of the Market. Without limiting the generality of this clause, the Stallholder acknowledges and agrees that the Manager has made no warranty or representation in relation to or in connection with:

- the prospects of the Stallholder for selling the Approved Products at the Market;
- the Stallholder's access to people visiting the Market or the access those people have to the Stallholder;
- the existence, number or quality of products that will compete with the Approved Products for the attention of prospective buyers;
- the existence or extent of services and/or facilities of any kind at the Market;
- the position within the Market that the Stallholder will occupy;
- the suitability of the Market for any particular purpose or the existence of any latent or patent defect at the Market;
- the extent, if any, to which other visitors to the Market might interfere with the Stallholder's use of the Market;
- the existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the Manager;
- the existence or extent of any security measures undertaken to protect the Stallholder, the Approved Products and/or the Market against terrorist or other criminal activity; or
- the existence or extent of any security at the Market.

## GUARANTOR'S OBLIGATIONS

The Manager will not permit a Stallholder to Trade at the Market if the Stallholder is anyone other than a natural (actual) person unless a Guarantor, approved by the Manager, is also a party to it.

In consideration of the Manager permitting the Stallholder to the Market, the Guarantor unconditionally and irrevocably guarantees to the Manager the due and punctual performance and observance of the Stallholder's obligations as outlined in these Regulations ("Stallholder's Obligations").

In consideration of the Manager permitting the Stallholder to the Market, the Guarantor unconditionally and irrevocably indemnifies the Manager and agrees to keep the Manager indemnified on demand against any loss suffered by the Manager arising out of:

- any failure by the Stallholder to duly and punctually perform and observe the Stallholder's Obligations; or
- any Stallholder's Obligations being ineffective for any reason whatsoever.

This guarantee and indemnity will not be abrogated, altered, prejudiced or affected in any way by any of the following:

- the Manager releasing or varying in full or part, any right that it may have against the Stallholder or the Guarantor;
- the Manager neglecting or forbearing to enforce the terms of these Regulations;
- these Regulations being illegal, invalid, void, voidable or unenforceable for any reason; or
- if a receiver, receiver and manager, liquidator, administrator, or controller is appointed to the Stallholder.

## CONTACT DETAILS

All enquiries regarding the Market should be made to the Manager. The contact details are:

The Manager  
Bondi Beach Markets Pty Ltd  
PO Box H182  
Australia Square 1215  
Tel 02 9315 8988  
Fax 02 9315 7373  
Email: [infor@bondimarkets.com.au](mailto:infor@bondimarkets.com.au)  
Web Address: [www.bondimarkets.com.au](http://www.bondimarkets.com.au)  
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**Bylaws of Bondi Markets**  
as at 8 August 2007

These Bylaws form part of the Bondi Markets Regulations; are essential terms and conditions of the Regulations and include operational matters that may change from time to time. The Manager will provide to the Stallholder a minimum of 14 days notice in respect of any changes that may apply to items included in the Bylaws. Such notice will be posted on the Bondi Markets website.

**Further Definitions**

In these Bylaws:

**We** means the Manager

**You** means the Stallholder

**Regulars** mean Stallholders that pay their Stall Fee the week prior and have been issued by the Manager a pre-designated stall location that they can occupy on a week to week basis.

**Casuals** mean Stallholders that have pre-booked, pay their Stall Fee on the day prior to setting up and have not been issued with a pre-designated stall location until the day of trading.

**Application Form**

All Stallholders must complete and sign an Application Form. The Manager will not grant consent to the Stallholder to Trade at the Market prior to having received an Application Form that has been fully completed by the Stallholder.

**Stall Fees\***  
**\* includes GST**  
**\*Applies from**  
**2 Sept. 2007**

Stall Fees vary depending on which section of the Market you elect to trade in.

Unless otherwise specified new Stallholders are allocated within Section C and are charged a Stall Fee of \$65.00.

You may request to upgrade to Section A or B for a higher Stall Fee and this will be allocated subject to availability.

Market Section C - Courtyard	\$65.00
Market Section B – Back Area	\$85.00
Market Section A – Front Area	\$105.00

**Stall Sizes**

Stall sizes vary and we attempt to best accommodate Casual Stallholders' requirements subject to availability.

- Stall sizes range from a table space to a 3 X 3 metre stall.

**Table Hire:**

- \$5.00 incl. GST – The table size is 1.83 m X 1.03 m ( 6' X 3' 6")

**Insurances**

**If You DO HAVE public liability insurance:**

- Please bring a copy of your public liability insurance certificate and show it to the staff when you are being allocated a stall. As a Casual Stallholder, you need to bring the certificate with you each week.
- Remember: No Paperwork, no Discount!

**If You DO NOT have your own cover: \$10.00 extra on Stall Fee**

- You will be covered by the Market Insurance Policy and will be required to pay an additional \$10.00 per week on the Stall Fee.

The Market Public Liability Insurance Policy provides \$20,000,000.00 cover with a \$5,000.00 excess. Various exclusions apply. A copy of the terms of the Market Insurance Policy is available by a written request by the Stallholder addressed to the Manager.

Stallholders who sell skincare products, creams, soaps, oils, teas and other consumable products must have their own \$10 million public and product liability policy.

## Regular Stallholders

- The benefit of being a Regular Stallholder is that you have a pre-confirmed stall location and may commence setting up your stall when gates open. The demand for Regular stalls is extremely high and only a very limited number of Regular Stalls are available.
- Regulars must pre-pay their Stall fees one week in advance and must remain in credit to maintain their Regular Status.
- Stall sites that are pre-allocated to Regular Stallholders will be allocated to another Stallholder if that Regular Stallholder is not on site and setting up their stall before 10.00 am.
- Any Regular Stallholder, who does not Trade at the Market for four consecutive weeks and has not provided the Manager prior notice of such absence, will forfeit their status as a Regular Stallholder and must re-apply for a Stall at the Market.
- Bondi Markets does not have 'Permanent' Stallholders as the allocation of a stall at the Market is undertaken on a weekly basis and does not create any form of tenancy or imply the granting of a future right or licence.

## Cancellation of Bookings by Regular Stallholders

- Regular Stallholders may cancel their weekly booking and transfer their pre-paid stall fee if they contact our office by telephone or email **before 5.00pm Tuesday prior to Market Day**. Note Casual Stallholders are selected on Wednesday mornings and we require confirmed stall availability numbers prior to this time.
- Full rental will be charged for cancellations made after 5.00pm Tuesday or for no-shows on the day of the Market.
- To maintain status as a Regular Stallholder and be able to book a pre-designated stall location on a weekly basis you may cancel 12 times in any 12 month period.
- Stallholders should not book a stall as a Regular Stallholder unless they are prepared to comply with the cancellation policy. You may avoid this requirement by booking as a Casual Stallholder.

## Operational Procedures for Bad Weather

### **The Market will NOT be cancelled in the event of wet weather**

The Market is conducted in the open air, is not a covered market and will operate in varying weather conditions including wet 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.

### **Refund Policy – Regulars**

Stall Fees are payable in wet weather irregardless of whether the Regular elects to trade or not. This is part of the terms upon which a Regular Stallholder books a pre-designated stall location. The stall location is reserved and held for the Stallholder until 10.00am. Stallholders should not book a stall as a Regular Stallholder unless they are prepared to take the risk on the weather. You may avoid the risk of forfeiting your stall fee should you elect not to trade in wet weather by booking as a Casual Stallholder.

### **Refund Policy – Casuals**

**In the case of inclement weather and you elect NOT to trade** – There is NO charge but make sure you re-book if you would like to trade the following week. Bookings are NOT automatically transferred

### **What happens if the weather deteriorates during the day?**

Please note that NO refunds are issued to any Stallholder who are trading and the weather deteriorates during the day.

### **Exceptional Weather Conditions**

The Manager reserves the right to cancel the entire Market or a section of the Market if weather conditions are considered too dangerous to trade, in particular, in the case of actual or predicted gale force conditions or very high winds. If only part of the Market is cancelled, the Manager will make its best endeavours to re-allocate a stall position to Stallholders who have been affected. However, this is subject to stall availability. The above Refund Policies continue to apply in the event of cancelled Markets. Stallholders should not book a stall as a Regular Stallholder unless they are prepared to take the risk on the Exceptional Weather Conditions. You may avoid this risk by booking as a Casual Stallholder.

## Vehicles

Vehicles to drive within Market at 5kph at all times.  
No vehicles are to be driven onto any grassed areas.

**Stallholder Code of Conduct**

Stallholders must ensure that they:

- Comply with the lawful instructions of Market staff in a prompt manner;
- Keep noise to a minimum and be considerate towards neighbours adjoining the Market;
- Minimise vehicular traffic movements within the Market;
- Comply with the Market Manager's Safety Management and Emergency Access requirements;
- Do not interfere with pedestrian access or access to & from adjoining properties;
- Do not bring or allow animals to remain at the Market;
- Do not conduct themselves violent, insulting ,abusive or offensive manner to other Stallholders, staff or the Market visitors;
- Do not occupy a Stall whilst under the influence of alcohol or illegal drugs; and
- Do not use buildings, trees or other structures on or adjoining to the Market for the purpose of securing any object

**Casual Status Option**

Stallholders who are not in a position to trade under the terms and conditions required of Regular Stallholders may elect to trade as a Casual Stallholder.

As a Casual Stallholder the booking does not come with a pre-designated stall location and you will be allocated a stall on the day of Trading at the Market.

The advantages of trading as a Casual is that you may request for varying stall locations and corresponding stall fees (subject to availability) from week to week and there is no need to:

- Attend the Market on a regular basis;
- Take the risk on stall fees in relation to inclement or exceptional weather conditions;
- Comply with Regular Stallholders' cancellation requirements.

**Manager's Contact Details**

**Address to:** The Manager, Bondi Markets

**Post :** PO Box H182, Australia Square NSW 1215

**Telephone:** 02 9315 8988

**Fax:** 02 9315 7373

**Email:** [info@bondimarkets.com.au](mailto:info@bondimarkets.com.au)

**Web:** [www.bondimarkets.com.au](http://www.bondimarkets.com.au)

On Sundays call the Site Manager's mobile on 0402 045 990.