

MURRABIT ADVANCEMENT ASSOCIATION INC
TERMS AND CONDITIONS FOR THE PROVISION OF SITES BY THE
ASSOCIATION AT THE MURRABIT COUNTRY MARKET, MURRABIT VIC.
MARKET HOURS OF OPERATION 8:30am TO 1:00pm

The Murrabit Advancement Association Inc (hereinafter referred to as the MAA) allocates sites in the Murrabit Market Playground Reserve on market days for vendors to sell their wares subject to the following terms and conditions:

1. The nominated fee for the use of sites will be paid on the day of use during market hours for what the MAA terms as “casual” but quarterly in advance for what the MAA terms as “permanent” stallholders_ Permanent - \$21.00 per site

_ Casual - \$25.00 per site

_ Local Stallholders - \$15.00 per site

_ Power - \$6 per site

Site fees are reviewed annually at 30th June.

2. On arrival, stallholders must report to the broadcast point/pavilion via the main entrance if they do not have an allocated site prior to the market morning, or if they do not know the location of the allocated site. Stallholders are strongly requested not to park on the road when walking into the pavilion.

3. The allocation of permanent status is at the discretion of the MAA.

4. Bookings are required in advance with allocation of sites confirmed from 12 noon and 4pm the day prior to the market.

5. When booking, stallholders must disclose the type of goods they plan to sell. All stallholders including permanents are to advise of any changes in the type of products being sold.

6. All site holders must notify the booking officer if they will not be attending a market.

7. Should a site holder, including permanents, not notify the booking officer and not arrive by 7:45 a.m. on a market morning, the site/sites concerned will be reallocated.

8. Stallholders are required to keep all goods within the boundaries of their allocated sites. This assists with reducing OH& S risk and emergency transport management requirements.

9. The vehicles of stallholders must observe prudent speed, no greater than 5 kilometres per hour, when accessing and leaving the market site. Vehicles are not permitted to move through the market site between 8.30am and 1pm at any speed.

10. The MAA takes no responsibility for the goods displayed or sold and no responsibility whatsoever for any act, omission or breach by the vendor including any warranties or breaches of the Trade Practices Act or any other laws pertaining to the sale of goods or breaches of the rights of any other party to intellectual property ie Trade Mark.

11. Stallholders hereby warrant they have current public risk insurance to cover the legal liability of the stallholder and must provide details to the MAA when requested. The MAA will not be liable for any injury to, or loss or damage incurred by any person entering the market area, whether caused by neglect, act or default of any servant of the MAA or caused by the negligence or omission of any site holder.

12. The stallholder acknowledges that sites occupied will be left in a completely tidy condition. Stallholders must make every effort to place their rubbish in the bins provided before departing the site.

13. Bookings made for sites must be for the express use of the person/organisation booking the sites and are not transferable.

14. It is at the MAA Committee's discretion to decide how many sites selling similar goods can be booked.

15. No spruiking is permitted by any stallholder at the Market.

16. Animals (other than guide dogs) are not permitted in the market area. Sale of animals must be authorised by the MAA Committee.

17. The sale of illegal goods is strictly prohibited. Stallholders found to be selling prohibited goods will risk police action.

18. The market proceeds under all conditions, (rain, extreme heat, etc.) Where stallholders are set up and trading will have the appropriate site fees collected for that market.

19. Permanent stallholders pay for sites 3 months in advance and any absences are forfeited and non-refundable. They cannot be transferred to others.

20. Stallholders who do not abide by these terms and conditions will face eviction from the market and refused future sites.

21. All stallholders selling regulated products, such as food, must comply with all Acts, regulations or any other associated relevant laws, and must provide copies of permits to the MAA when requested to do so.

22. All sites are let at the discretion of the MAA. The MAA reserves the right to refuse/accept any application by a prospective stallholder.