

## CONDITIONS OF LICENCE TO ENTER THE MARKET

The Market is organised by the Rotary Club of Carlingford Inc ABN 53 603 038 874 and operated by its volunteer members. The Manager on duty is acting with the full Authority of the Rotary Club Management Committee.

1. The Market operates between the hours of 6:30am and 1:00pm
2. Each Stallholder carries on a separate and independent business of selling goods or services. The market operator has no interest in any such business and accordingly has no responsibility in contract or in tort of any Stallholder and anyone dealing with the Stallholder. No warranties or guarantees in respect of any such transaction are given by the Market Organiser or may be implied.
3. All persons entering The Market do so at their own risk.
4. All persons entering The Market shall not bring in or use in The Market any alcoholic liquor, drugs of addiction, inflammable liquid or gasses, explosives, weapons, ammunition, fireworks, or any other item that in the opinion of the Market Manager would be considered to be dangerous or physically or morally objectionable.
5. All rubbish must be placed in the receptacles provided.
6. All dogs must be on a leash. Council health laws apply.
7. Use of a skateboard, rollerblades or the like, is prohibited within The Market area.
8. The Licence to enter The Market may without explanation be revoked at any time. The revocation may be communicated to the Licensee (you) by word of mouth and then you must immediately and peacefully leave The Market and if you do not so leave, you may be ejected.
9. Stallholders are required to be familiar with the following Terms and Conditions. Entry to The Market and setting up a stall at The Market constitutes acceptance of these conditions:

### STALLHOLDER TERMS & CONDITIONS

1. Within The Market, you must obey all lawful directions of the Market Manager or his representative immediately.
2. When driving your vehicle within The Market, you are to proceed with care not exceeding 8 km per hour.
3. You must not bring to or sell within The Market any weapon, ammunition, explosives, fireworks, inflammable liquids or gases (except fuel to operate your stall, in legally approved containers), drugs of addition, alcoholic beverages, dangerous goods (such as knives and swords), dangerous animals, livestock, steel jawed traps, or any article which in the opinion of The Market Manager is considered offensive, dangerous, or physically or morally objectionable.
4. You must not within The Market display, offer for sale, or trade in; pharmaceuticals, tobacco, stolen or counterfeit goods, illegal copies, or anything that would infringe on or diminish the Intellectual Property rights or legal rights of others including, but not limited to patent rights, trademarks rights, design rights and copyright. Furthermore, if you display or trade in such things you may be committing a criminal offence liable to prosecution or other legal action.
5. The Market Organiser has a NO COUNTERFEIT PRODUCTS POLICY. You may be required to sign an undertaking that you are not selling or trading in counterfeit products of ANY BRANDED PRODUCT. Additionally, that you are authorised to sell such branded products.
6. Your attention is drawn to the requirements of the Pawnbroker and Second-Hand Dealers Act 1996, whereas any person who sells prescribed second-hand goods on more than 6 days in any 12 month period must have a licence. Stallholders must display these licences on their stall.
7. You must ensure that all products that you sell comply with the applicable laws and by-laws (especially with regards to food stalls) of The Hills Shire Council and other relevant authorities.
8. You must not within The Market sell live animals, except cage birds.
9. You must not within The Market use any sound amplification equipment without the express permission of the Market Manager. This includes the broadcasting or playing music or radio or recordings for which you do not have appropriate performance rights.
10. You must keep your stall area tidy and your stall and stock within the space allocated to you. Any stock, racks, stands, awnings, umbrellas, and other equipment must be secured and safe. You must not inconvenience or endanger or offend other Stallholders or members of the public.
11. When you leave The Market you must take with you all unsold goods.
12. The Licence granted to each Stallholder is personal and cannot be transferred to another person without permission of the Market Manager or his representative .
13. Stallholders and others may not reserve stall spaces for other Stallholders.
14. In the event of The Market being rained out after the Stall Fees have been collected, no refunds will be provided.
15. Public and Product Liability Insurance is included in the stall fee. Stallholders are required to notify the Market Manager or their representative, in the event of any damage to person or property that occurs at their stall or in the vicinity. As a minimum the name of the injured party or owner of the property, the time of the event and the full details of the happening are to be notified before leaving the market.
16. The Market Organiser shall not be liable for any personal injury or loss or damage howsoever arising, whether by the negligence or otherwise of The Market Organiser or other persons.
17. If your Licence to Enter The Market is revoked, you must pack up your goods and stall when so directed by The Market Manager or his representative, and leave The Market immediately.

**WARNING. Be aware that this market maintains and enforces a NO COUNTERFEIT PRODUCTS POLICY.**  
We and the owners of brand names will investigate any sale or purchase of counterfeit merchandise including clothes, fashion accessories, books, CDs, and DVDs at this location.  
Offending vendors may face eviction. Counterfeiting is a criminal offence punishable under Commonwealth Law