

ROTARY MARKETS

Terms and Conditions as at 31 July 2020

Venue:

- Rockingham Village Green Car park, off Kent St, Rockingham.

Scope:

- Rotary International and the Rotary Club of Rockingham are not for profit community service organisations. All of their members and helpers are volunteers. Every person who enters the area of the Rotary Club of Rockingham Sunday Markets, expressed in this document as 'Rotary Market' is being conducted; does so at his or her own risk and agrees to the following Terms and Conditions:

Operating times:

- Sunday mornings, 07:00am – 12:00pm unless amended or cancelled by the City of Rockingham and, or Rotary Club of Rockingham, where due notice will be given, including late notice inclement weather closure(s). If the Rotary Club of Rockingham cancels a Rotary Market, a credit will be given to pre-paid permanent stallholders.
- Permanent stallholders must be in their bays by 7:00am, as moving motor vehicles, with the exception of mobility scooters; are not permitted in the Rotary Market area without express permission of the in charge Rotarian after this time.
- Casual stallholder(s) entering the Rotary Market after 7:00am are to be escorted by a Rotarian and must have their car clear of the market by 7:30am, unless remaining parked in their assigned bay.
- For safety reasons, all stallholders shall remain until 11:30am irrespective of being sold out of product/produce. In emergency, stallholders wishing to leave prior to 11:30am must ask to be escorted out by a Rotarian on duty.
- Any bays not occupied by the designated starting time will be deemed vacant for the day and may be allocated to a casual seller at the discretion of the duty Rotarian.

Conditions of Entry:

- This is applicable to all members of the public and all stall holders.
- As a condition of entry that to the fullest extent legally possible, Rotary International and the Rotary Club of Rockingham, its members and helpers are absolved from all liability (however arising) for death, personal injury, damage to property, economic loss, and any other loss or damage which arises out of or in connection with the persons entry due to any negligent act or omission, breach of duty, default or omission on the part of Rotary International or the Rotary Club of Rockingham, it's members and helpers.
- Acknowledges that they are only allowed to enter on the distinct understanding that they do so at their own risk having read and understood the conditions contained in this document.
- Each stallholder is required to carry his or her own public liability, any product insurance as well as any relevant City of Rockingham permits. Rotary Club of Rockingham will charge a fee to cover any stallholder(s) without their own liability insurance for each day of the Rotary Market. The onus is on stallholders to comply with any federal, state or local council regulations for the operation of their stall.

Admission:

- Buyer's admission is a gold coin donation.
- Sellers bays will be available with a fee calculated per numbered car park bay (refer to our website for the current fees applicable). A bay consists of an area of approximately 2.4 metre by 5.5 metre area, whether in the car park (parking bay) or on the grassed area.
- Collection of seller's fees will be any time from 8:30am onwards.

Rules:

- The Rotary Market will run every Sunday unless cancelled by the City of Rockingham or the Rotary Club of Rockingham. If severe inclement weather occurs, the Rotarians on duty shall decide if the Rotary Market should be cancelled. If the Rockingham Rotary Club cancels the Rotary Market, a credit will be given for the cancelled day.
- The Rotary Market manager or the Rotarian in charge is responsible for the final allocation of bays. Stallholders must not sublease their bays without prior permission from the Rotary Market manager or the Rotarian on duty. All permanent stallholders are permitted to sublease their bay for a maximum of four weeks in a calendar year and retain the right to those bays. If bays are not sublease, the Rockingham Rotary Club reserves the right to use these bays for other sellers on a casual basis.
- No vehicles are to be driven or allowed on the grassed area.
- Un-numbered bays are to remain clear.

- Stallholders must confine their goods within the boundaries of their sites and no merchandise/product/produce shall protrude into the footways or public areas.
- No animals are to be sold at the Rotary Market.
- All buskers are to hold their own indemnity insurance and relevant permit(s) issued by the City of Rockingham and will be charged as a single bay stallholder.
- Car park adjacent to the Rotary Market is encouraged for use of buyers only.

Purchases:

- The purchase of any item(s) is the sole responsibility between the seller and the buyer.
- The Rotary Club of Rockingham accepts no responsibility for any goods purchased.

The Rotary Club of Rockingham may refuse entry or reject a stallholder or member of the public at any time if they:

- Fail to comply with the conditions of the Rotary Market.
- Fail to comply with lawful directions of a Rotarian on duty.
- Fail to comply with any provision of the relevant Council By laws; or
- In the opinion of a Rotarian on duty, the stallholder is acting in way, which jeopardises the integrity of the Rotary Market.

Health and Safety:

- All stallholders selling food or produce must trade in accordance with the Health Department of Western Australia and other relevant local health laws (e.g.: Baked or cooked items must be prepared in an 'approved' kitchen, and sealed for sale). A permit from the City of Rockingham is required.
- Smoking is not permitted in food preparation or outdoor eating areas of the Rotary Market in accordance with the Tobacco Products Control Act 2006.
- All stallholders and members of the public are to follow the express direction of the Rotarian on duty and, or Emergency Services personnel in the event of an emergency.
- All incidents and emergencies must be reported immediately to the closest Rotarian on duty.

Access to power/generators:

- Stallholders who require power to a stall site are required to provide a 'silenced generator' and any extension cords to be used shall be tested and tagged by a licensed electrical contractor. All generators are to be adequately and safely secured to restrict access to patrons and kept clear of public accesses. A 4.5-kilogram dry chemical powder extinguisher must be located adjacent to any electrical generator, any flammable liquid or gas containers and food preparation/food cooking area.

Clean up and disposal of rubbish:

- All stallholders are to ensure that the stall site and the area that surrounds the site are left in a clean and tidy condition upon closure of the market.

Indemnity:

- Stallholders who participate in the Rotary Club of Rockingham Rotary Market do so at their own risk and are required to indemnify and hold harmless the Rotary Club of Rockingham against any claim for damages, cost, claims expenses and liabilities, (including with limitations consequential loss and loss of profits) in respect to any loss, damage, injury disease or death caused through and of the stallholders activities at the Rotary Club of Rockingham Market.

Document; Terms and Conditions:

- To be reviewed annually – end of document.



ALL ROTARIANS ARE VOLUNTEERS. 100% OF ALL FUNDS RAISED BY SELLERS AND DONATIONS FROM THE PUBLIC GO BACK INTO THE COMMUNITY.