

# Batemans Bay Rotary Sunday Market

## Terms and Conditions

Updated 01.12.2021

Email: [rbbsundaymarket@gmail.com](mailto:rbbsundaymarket@gmail.com)

Phone: 0491 117 838

Website: [www.batemansbaysundaymarket.com.au](http://www.batemansbaysundaymarket.com.au)

Facebook: [sundaymarketbatemansbay](https://www.facebook.com/sundaymarketbatemansbay)

## 1. Batemans Bay Sunday Market

The Rotary Batemans Bay Sunday Market is held on the THIRD SUNDAY OF THE MONTH at Corrigan's Beach Reserve, Beach Road, Batehaven. Some additional Sunday Markets may be organised during the year for school holidays etc. Stall holders requesting a site at the Batemans Bay Rotary Sunday Market need to apply to the Market Manager by email or phone in the week before the market.

To apply for a site go to our website [www.batemansbaysundaymarket.com.au](http://www.batemansbaysundaymarket.com.au) and send Rotary an email from the 'Contact Us' section.

Alternatively, please phone 0491 117 838 and leave a message or send an email directly to the market manager at [rbbsundaymarket@gmail.com](mailto:rbbsundaymarket@gmail.com).

Our standard sites are 4m x 4m. We do have some 5m x 4m and 6m x 4m sites and sites can be combined into a larger site at a discounted rate. The final allocation of sites is at the Market Manager's discretion and the Market Manager reserves the right to refuse an application for a site.

All stall holders must have their own current **public** liability insurance cover for a minimum of \$20m and must provide evidence (a Certificate of Currency) to the Market Manager. Stall holders without current public liability insurance cover cannot attend the market.

In addition, stall holders who sell food items must have their own **product** liability insurance and must hold any necessary license or registration (such as a Safe Food Handling Certificate) to carry out the activity authorised or to sell the goods they offer for sale. Combined public and product liability insurance policies are readily available. Certificates need to be provided to the Market Manager on request.

All stall holders shall ensure that they take every precaution to ensure the health and safety of the public, other stall holders and the organisers when within their stall site. This includes complying with any current Health Orders as a result of the coronavirus pandemic.

All stall holders must leave their site in a clean and tidy condition at the end of the market.

All stall holders give their consent for images of them, their products and their stall to be used for promotional purposes by Batemans Bay Rotary, in printed materials, on the market website or in other publicity.

All individual stall holders agree to indemnify and to keep indemnified Batemans Bay Rotary Club Inc and Eurobodalla Shire Council, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the Rotary Batemans Bay Sunday Market.

## 2. Hours of Operation

Stall holders can enter the Batemans Bay Rotary Sunday Market site from 6.30am on market days, must be booked in at the gate by 8.00am. Stall holders must have their stall set up and vehicles removed from the site by 8.30am.

The market is open to the public from 9.00am to 1.00pm.

## 3. Booking a Site

### Temporary or Casual Sites

A temporary or casual site is one which is booked for one market at a time.

To book a casual site please send a message from the *Contact Us* section in our website to the Market Manager at least 48 hours before market day. Make sure you provide your (1) name, (2) mobile phone number, (3) site size requirements (double, single, do you need power?) and (4) a description of the items you are selling. Alternatively, you can just send us an email from your email account with this information. The Market Manager will respond to your message in the week before the market.

If you do not have access to the internet you may book a site on the phone number above (leave a message).

Your request for a site is for one market only and will be allocated on a first-in-first-served basis each month. Your site booking is not transferable to another stall holder. You cannot sublet your site to another stall holder.

As a casual you will need to book in for every market you want to attend. We cannot guarantee that you will get a particular site as most sites are permanent.

Please try to pre-book as sites are usually not available on the morning of the market.

### Permanent Sites

Permanent site holders are those who:

1. have attended at least three consecutive Rotary Sunday Markets
2. have the intention of attending our market on a regular and frequent basis
3. have their site at every market pre-booked by the Market Manager at a reduced rate
4. must attend the market or send an apology every month
5. must notify the market manager by phone, text message or email if they cannot attend the market (see next Section 5)
6. will be charged the site fee for their site if they do not attend or apologise each month (see next Section 5)
7. cannot transfer their site to another stall holder or have another seller on their site (sublet)
8. can add their personal profile and stall product information to the 'Meet our Stall Holders' section of our website if approved by the Market Manager.

## 4. Site Fees

### Current Site Fees from 2022

Site Size	Permanent Site Holders	Temporary Site Holders
4m x 4m	\$25	\$30
5m x 4m	\$30	\$35
6m x 4m	\$35	\$40

Larger sites are available on request with reduced fees. The site fees for the Batemans Bay Sunday market will be reviewed periodically by the Market Manager.

## 5. Cancellations and Non-attendance

If you have booked a temporary (casual) site and wish to cancel your booking, or if you are a permanent site holder and you are unable to attend any particular market, you must advise the Market Manager as soon as possible prior to the market by email, phone or text message.

If you do not attend the market and do not send in an apology, your normal site fee for that day will be payable at the discretion of the Market Manager - except when the market is cancelled by the Market Manager.

The Market Manager will send an email out to all stall holders on Saturday afternoon prior to the market to provide the latest weather forecast. If bad weather is likely this email will advise whether the market will proceed the following day. All stall holders are advised to check their email on Saturday before the market for this latest information. In addition this information will be posted on our website and Facebook page.

The Market Manager retains the right to cancel a Sunday Market at short notice due to adverse weather, a weather warning or any other significant adverse event.

If the weather changes adversely overnight, an email will be sent to all stallholders as early as possible on the morning of the market if the market is to be cancelled. The Market Manager will also be at the market site in the morning to advise those who missed the early morning email or you could send a text message or phone to confirm if the market is on.

The Market Manager will not be responsible for any cost incurred or loss by any stall holder or any other person due to a market being cancelled.

Once a market has commenced at 9.00am the site fee is payable, even if the market is later cancelled due to deteriorating weather or any other factor.

## 6. No Smoking

For the comfort and safety of our customers and fellow stallholders, smoking is not allowed at the Rotary Sunday Market. Stall holders who wish to smoke must leave the market area. Their place at the market may be reviewed if they fail to comply with this request. Customers who are smoking will be advised by the Market Manager that our market is smoke free and they will be asked to leave the market area while smoking.

## 7. Dogs and Vehicles

Dogs and domestic pets are allowed on site provided they are kept on a leash and under the control of their owners at all times. The Market Manager will ask a person to leave the site if their dog causes any issues to the public or stall holders. The Council dog control officers will be called if the issues remain unresolved.

All cars, vehicles and trailers must be removed from the market grounds by 8.30am, unless the vehicle is a take away food van, refrigerated van or fruit and vegetable van, or unless the stall holder has a disability sticker and has been approved by the Market Manager to keep their vehicle on site.

No vehicles will be allowed back on site until the market closes at 1.00pm. Vehicles will be allowed on site before this time with the Market Manager's consent if inclement weather is imminent.

Stall holders should set up and maintain their site within the allocated boundary marked for their site, and not interfere with the access or operation of any other stall holder.

## 8. Public Liability Insurance

It is essential that all stallholders are covered by their own public liability insurance policy. This is a Council requirement for our lease of the site.

All stall holders are required to provide a scanned or printed copy of their current public liability insurance cover (a Certificate of Currency) to the Market Manager when they book a site. Permanent stall holders are requested to email a copy of their renewed PLI insurance each year as soon as they renew.

## 9. Conduct of Stallholders

All stall holders and their assistants must maintain a calm and courteous manner towards other stall holders, the organisers and members of the public at all times during a Rotary Sunday Market.

The Market Manager of the Batemans Bay Rotary Sunday Market reserves the right to ask any stall holder, their assistant, or a member of the public, to leave the market immediately following an unresolved incident of aggressive, abusive or nuisance behaviour.

Any decision by the Market Manager to ask a person to leave the market in response to a complaint will be final.

## 10. Complaints Procedure

Any complaint about the behaviour of a stall holder, or unresolved dispute between stall holders, their assistants, or a member of the public, must be brought to the attention of the Market Manager immediately.

The Market Manager may ask for assistance in resolving the dispute. The Market Manager's decision in these matters will be final.

Any complaint about the Market Manager or the decisions of the Market Manager should in the first instance be raised directly with the Market Manager.

Complaints of any nature that remain unresolved by the Market Manager can be referred in writing to the President of the Rotary Club of Batemans Bay, PO Box 199, Batemans Bay, 2536.

# 11. Stallholder Consent

It is a condition of this market that every stall holder consents to these rules and regulations and legal requirements.

The stall holder's consent remains in force until cancelled by the stall holder in writing, even if the rules and guidelines are modified from time to time.

A signed *Stall Holder Agreement*, an acceptance of a site by a confirmation email from the stall holder or payment of the site fee to the Market Organiser will constitute acceptance of these conditions.

# 12. Proceeds of the Market

Rotary Batemans Bay is a registered charity and a part of Rotary International (see [www.rotary.org](http://www.rotary.org)).

The Rotary Sunday Market is run by unpaid volunteers with all proceeds from site fees and from stalls run by Rotary going to various Rotary projects.

More information about the programs and projects of Rotary Batemans Bay can be found at our website [www.rotarybbay.org.au](http://www.rotarybbay.org.au).

# 13. Version

These Market Terms and Conditions updated and published December 2021.

# Stall Holder Application for the Batemans Bay Rotary Sunday Market

*Complete the form below OR send the following information to the Market Organiser by email at least 48 hours prior to the Sunday Market.*

## Contact details

Website : [www.batemansbaysundaymarket.com.au](http://www.batemansbaysundaymarket.com.au)

Email : [rbbsundaymarket@gmail.com](mailto:rbbsundaymarket@gmail.com)

Phone : 0491 117 838

## APPLICATION FOR A MARKET SITE BATEMANS BAY ROTARY SUNDAY MARKET (THIRD SUNDAY) CORRIGAN'S BEACH RESERVE

Your name: \_\_\_\_\_

Your address: \_\_\_\_\_

Your mobile phone number: \_\_\_\_\_

Your email address: \_\_\_\_\_

The products you are selling: \_\_\_\_\_

Your Public Liability Insurance details:

Insurance Company: \_\_\_\_\_

End date of current policy: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

Copy provided: YES / NO

Site required (circle): 4m x 4m / 5m x 4m / 6m x 4m / larger site by negotiation

Power needed: YES / NO ( \_\_\_\_ amps needed)

Do you require a Safe Food Handlers Certificate: YES / NO

Do you require Product Liability Insurance: YES / NO

*Updated: 01/10/2020*

# Batemans Bay Rotary Sunday Market

## Stall Holder Agreement

It is a condition of attendance of all stall holders at the Batemans Bay Rotary Sunday Market that they agree to the terms and conditions of this market and that they sign and return this agreement, send an email to the organiser indicating their consent or pay their site fee.

Stall holders agree to the following conditions:

1. The stall holder agrees to all the terms and conditions and schedule of fees contained in *Batemans Bay Rotary Sunday Market Terms and Conditions* (as updated from time to time) available on the website [www.batemansbaysundaymarket.com.au](http://www.batemansbaysundaymarket.com.au), emailed to all stall holders or available on request from the Market Manager.
2. The stall holder agrees to comply with any special conditions which Batemans Bay Rotary may from time to time determine in relation to the operation of the Rotary Sunday Market (e.g. changes to site layout or vehicular access).
3. The stall holder agrees to indemnify and to keep indemnified Batemans Bay Rotary Club Inc and Eurobodalla Shire Council, their servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the Rotary Sunday Market.
4. The stall holder, where appropriate or required, shall ensure that they are licensed or registered to carry out the activity authorised and shall comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or Bylaw relating to the activity they undertake. This includes COVID-19 requirements for COVID Safety.
5. The stall holder's continued attendance at the Sunday Market may be reviewed by the Market Manager if the stall holder fails to comply with any condition of this Stall Holder Agreement or in any other justifiable circumstance.

### STALL HOLDER CONSENT

**I acknowledge that I have read and accept the terms and conditions of the Batemans Bay Sunday Market and I agree to abide by and be bound by the said conditions.**

Your name: (please PRINT) \_\_\_\_\_

Your signature: \_\_\_\_\_ Date: \_\_\_\_\_

Market Organiser: Neil Simpson

Phone: 0491 117 838

Email: [rbbsundaymarket@gmail.com](mailto:rbbsundaymarket@gmail.com)

Website: [www.batemansbaysundaymarket.com.au](http://www.batemansbaysundaymarket.com.au)

Version: Oct 2020.