



Batemans Bay Rotary Sunday Markets

Terms and Conditions

Updated 01.09.2023

Email: rbbsundaymarket@gmail.com

Phone: 0491 117 838

Website: www.batemansbaysundaymarket.com.au

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

1. Batemans Bay Sunday Market

The Batemans Bay Rotary Sunday Market is held on the first and the third Sunday of every month on the foreshore waterfront precinct in Clyde Street, Batemans Bay.

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.

All stall holders must have their own current **public** liability insurance cover for a minimum of \$20m. Stall holders without current public liability insurance cover cannot attend the market.

In addition, stall holders who sell food items or similar must have their own **product** liability insurance and must hold any necessary license or registration (such as a Safe Food Handling Certificate). Combined public and product liability insurance policies are readily available.

An insurance Certificate of Currency is required to be attached to all applications, and once registered, it is the stall holders responsibility to upload a copy of their insurance once it is renewed.

All stall holders must register on our market booking and payment system, *SiteTrak*, and must pay in advance for their market site on *SiteTrak* with a credit/debit card.

Casual and permanent sites unpaid on Friday morning before the Sunday Market can be allocated to other stall holders.

The final allocation of sites is at the Market Manager's discretion. The Market Manager reserves the right to refuse any application for a site.

All stall holders must follow the unloading and parking instructions of the market manager on market day. Stall holders who refuse to park in the stall holder car park during market hours may be refused a site at the market in the future.

All stall holders agree to these Terms and Conditions and to the Stall Holder's Agreement by booking and paying for a site with us.

All stall holders must 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.

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 facebook and 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 Batemans Bay Rotary Sunday Market.

2. Hours of Operation

Stall holders have access to the market site from 6.00am on market day and need to be set up and cars parked in the stall holder carpark by 8.30am. The market is open to the public from 9.00am to 1.00pm.

3. Applying for a site

STEP ONE: Submit a Stall Holder Application to attend

All applications from new stall holders are to be submitted on *SiteTrak* at this web address:

STALLHOLDER APPLICATION LINK

<https://sitetrak.com.au/apply.asp?c=Rotary%20Batemans%20Bay>

You can click the link above, or copy and paste the link into your browser (then press enter).

Alternatively, you can go to our website www.batemansbaysundaymarket.com.au and submit your application from the *Stall Holders Application* page.

All stall holders need to be registered on *SiteTrak*.

STEP TWO: Book a site

Once registered and approved, email the market manager with your request for a casual site for each market. It is essential to pre-book sites as we usually have no sites available on market morning.

Your request for a site is for one market only and will be allocated on a first-in-first-served basis each market. Your site booking cannot be transferred to, or shared with, 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 the same site as previously.

If we can offer you a site, you will be emailed a 'contract'. If you wish to secure that site, you will have to 'accept' the contract and pay online at that time to confirm your attendance.

If you do not wish to accept that site, you can 'reject' the contract.

STEP THREE: Pay for your site

To accept a casual site offer and confirm your attendance, you will need to pay online with a credit/debit card at that time. You will be emailed a receipt to confirm.

If you are not able to pay for your site using a credit/debit card, please email the Market Manager to make other arrangements.

If you do not attend the market you will forfeit the site fee (see Section 6 below).

4. Permanents

Permanent site holders must have attended three Sunday Markets as a casual and have the intention of attending our market on a regular and frequent basis.

After three markets, if you want to become a permanent, please inform the Market Manager. Permanents have been offered and accepted a permanent site and this site is booked for them every market.

Permanents must login to *SiteTrak* and pay for their site by credit/debit card before midnight Thursday (before the market) or their site may be allocated to another stall holder for that market.

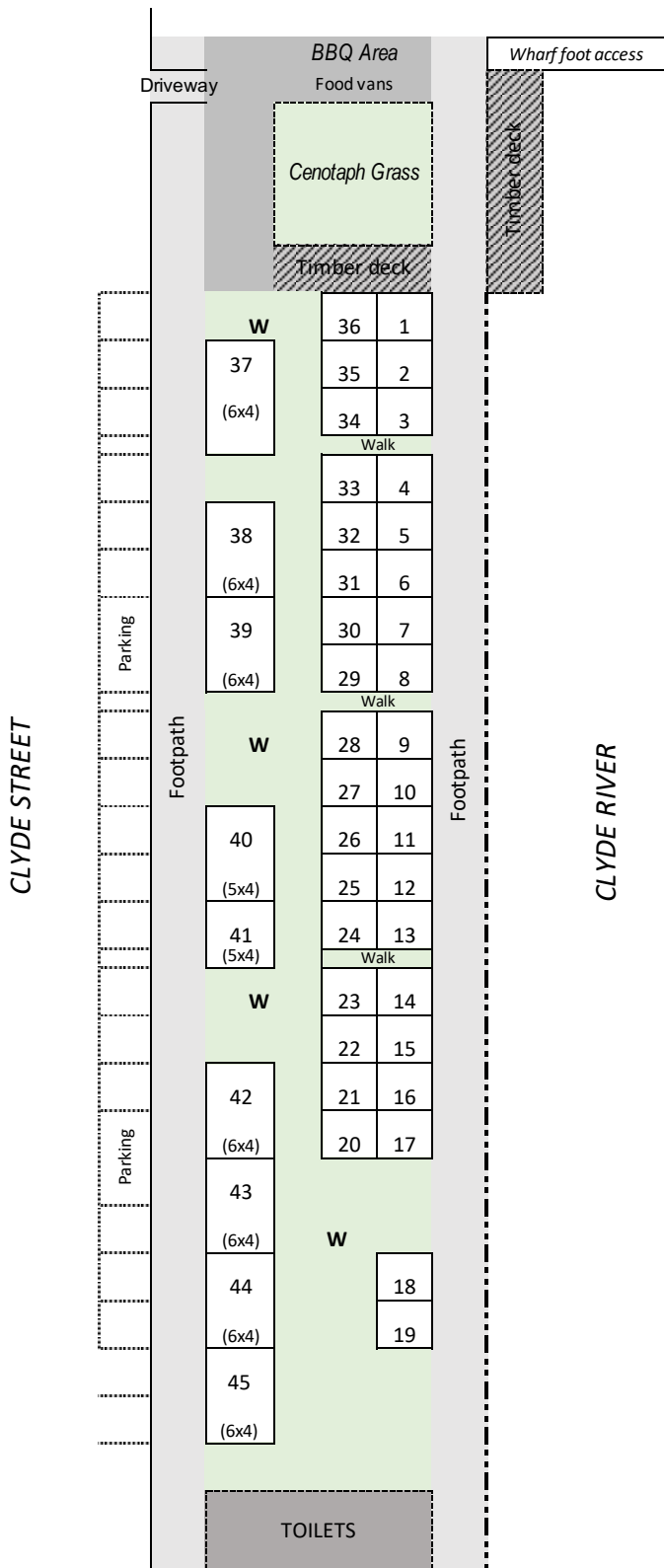
Permanents who have paid for their site but then do not attend a market will forfeit their site fee unless they have cancelled their site with the Market Manager by text or email before the market (see Section 6 below).

Please note - NON PAYMENT of the site fee is not considered a cancellation for that market.

Permanent site fees are cheaper than casual rates. Permanents cannot transfer or sublet their site to another stall holder.

Permanents 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.

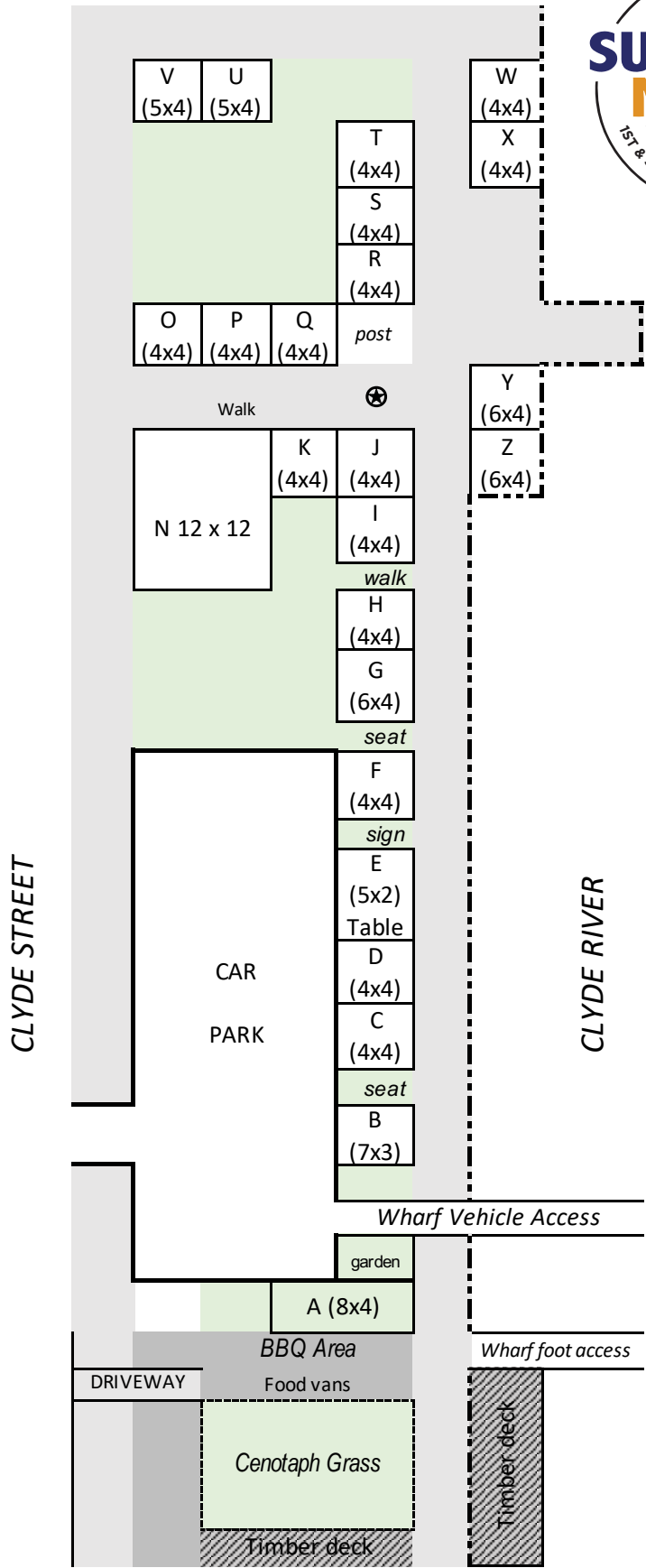
ROTARY BATEMANS BAY SUNDAY MARKETS SITE MAP - EAST



ROTARY MARKETS - SITE SIZE AND COSTS

		PERM	CASUAL
Sites 1-36	(4m x 4m)	\$25	\$30
Larger sites	(5m x 4m)	\$30	\$35
Larger sites	(6m x 4m)	\$35	\$40
Double 4x4		\$40	\$50
Double 5x4		\$50	\$60

ROTARY BATEMANS BAY SUNDAY MARKETS SITE MAP - WEST



5. Setting Up a Stall

All stall holders who are booked and have paid for the market can arrive any time after 6.00am on market day. Please stop in Clyde Street and check in with the Market Manager before proceeding to your site.

If you are booked on Sites 1 to 45, please park along Clyde Street until you have unloaded your products and gazebo. Please then transfer your vehicle/trailer to the stall holder car park - left exit at the roundabout. The car park is on private property and is available during market hours for stall holders and Rotary volunteers only – no public parking.

If you are booked on Sites A to Z, after checking in with the Market Manager, please drive down Clyde Street and park closer to the bridge to unpack. A Market Assistant will show you to your site. Once again, after you have unloaded your vehicle, please park it in the stall holder car park for the market hours.

Please note the following:

- 1) this is a coastal location located directly beside the Clyde River, so it will be windy. It is essential that you anchor your gazebo solidly using pegs, weights and ropes. In the event of excessive wind, please immediately remove your gazebo roof to prevent it taking off. Please also make provision for the safety of your goods in windy conditions.
- 2) electricity and water supply pipes are buried under most grassed areas. Please do not use long pegs and please do not peg anywhere near sprinklers or access holes. Weights are preferred to pegs.
- 3) please do not occupy valuable public car parking spaces along the road for customers. All stall holders (except those displaying a disabled parking sticker) are to park in the private stall holder car park during market hours. This car park is locked during market hours to prevent public access. Please do not remove your car from the car park before 1pm.
- 4) You should consider a small trolley to transport your products and gazebo to your site. Your trolley must be stored on your own site during market hours.
- 5) do not drive any vehicles on the grassed area.
- 6) we have a special responsibility to prevent any litter entering the waterway. Please ensure no litter from your stall can blow into the river or surrounds.
- 7) stall holders should set up and maintain their stall within the allocated boundary marked for their site, and not interfere with the access or operation of any other stall holder.

6. Non-attendance

If you have booked and paid for a temporary (casual) site and you do not attend the market, you will forfeit the site fee you have already paid, unless there are exceptional circumstances.

If you are a permanent and you have paid for your site and are unable to attend any particular market, you must advise the Market Manager as soon as possible before the market by email or text message (we need it in writing).

Permanents who do not attend a market and do not send in a cancellation will forfeit the site fee they have already paid, unless there are exceptional circumstances. Please note, NON PAYMENT of the site fee is not considered a notice of cancellation and the site fee will still be payable by a permanent who does not cancel and who does not attend.

‘Exceptional circumstances’ will be determined on a case by case basis at the sole discretion of the Market Manager. If there are exceptional circumstances, the Market Manager will be able to arrange a credit for a future market. Sorry, it is not possible for us to issue any refunds.

7. Cancellation of Market

If bad weather is likely and the Market Manager decides to cancel a market, an email will be sent out on Saturday afternoon before the Sunday Market.

If bad weather is likely, stall holders are advised to check their email on Saturday before the market for the latest information. In addition, if the market is cancelled, it will be posted on our website and our Facebook page.

In the event of a cancellation by the Market Manager, all site fees paid (both casual and permanent) will be transferred as a credit to a future market. Sorry, it is not possible for us to issue refunds.

The Market Manager retains the right to cancel a Sunday Market at short notice (on the day) due to deteriorating weather, a weather warning or any other significant adverse event. In that case, all site fees paid (both casual and permanent) will be credited to a future market. Sorry, it is not possible for us to issue any refunds.

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.

8. Smoking

For the comfort and safety of our customers and fellow stallholders, smoking is not allowed on site at any 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 on site will be advised by the Market Manager that our market is smoke free and they will be asked to leave the market area when smoking.

9. Dogs and Other Pets

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.

10. Insurance

All stallholders must have their own current public liability insurance policy for \$20m. This is a Council requirement for our lease of this site. Those selling food or similar products are advised to have adequate product liability insurance as well.

All stall holders must upload a scanned copy of their current public liability insurance cover (a Certificate of Currency) to SiteTrak when they apply for a site. Once registered, all stall holders (permanent and casual) are requested to upload a copy of their renewed PLI insurance each year as soon as they renew.

SiteTrak will email reminders to Stall Holders as their insurance becomes due. Stall holders will be locked out of SiteTrak bookings and payments if their insurance has expired.

11. 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.

12. 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.

13. Current Site Fees

Current Site Fees as at 2023

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 discounted fees.

The site fees for the Batemans Bay Sunday Market will be reviewed periodically by the Market Manager and Market Committee.

14. Stall Holder Consent

It is a condition of attendance at 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.

An email from the stall holder accepting the *Stall Holder Agreement* (see below), an email accepting the offer of a site or the payment of the site fee will constitute acceptance of these conditions and of the Stall Holder Agreement (below).

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 by:

- signing and returning this agreement OR
- sending an email to the organiser accepting a site at the markets OR
- paying 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, 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 to vehicular parking and access).
3. The stall holder agrees to indemnify and to keep indemnified The Rotary Club of Batemans Bay 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 shall ensure that they maintain current public liability insurance cover and, where appropriate or required, product liability insurance cover and 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.
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.

Proceeds of the Market

The Rotary Club of Batemans Bay Inc is a registered not for profit and a part of Rotary International (see www.rotary.org).

The Batemans Bay Rotary Sunday Market is run by unpaid volunteers with all proceeds from site fees and from stalls run by Rotary Batemans Bay going to various local, national and international Rotary projects.

More information about the programs and projects of Rotary Batemans Bay can be found at our website www.rotarybbay.org.au.

Version

These Market Terms and Conditions have been updated and published on 1 September 2023.