

Rotary Club of Lilydale – Craft & Produce Market - Stallholder Terms & Conditions

Background

The Lilydale Craft and Produce Market (Market) is wholly owned by the Rotary Club of Lilydale. It is operated and managed by the Market Committee (Committee) on behalf of the Rotary Club of Lilydale with all profits going to support local Lilydale and regional communities as well as those endorsed overseas by Rotary International.

Market Terms & Conditions

These Market Terms & Conditions (T&C) have been developed by the Committee and are applicable to all stallholders. The T&C are designed to ensure the operational viability, safety and sustainability of the Market.

The T&C have evolved and are regularly reviewed as the Committee continually strives to eliminate anomalies and maintain currency with commercial and legislative needs.

Committee Discretion

At all times, the Committee reserves the right to exercise absolute discretion in all matters relating to the management, administration and operational viability of the Market affecting all attending stallholders.

Stallholder Fees

The Committee sets the stallholder fees which are due and payable on the day of the Market. Fees are paid in full upon request.

Fees will not be negotiated on the day. Stallholders wishing to raise a matter about the fees are to do so by contacting the Market Manager after the Market closes.

Stallholder Attendance

It is expected that stallholders confirming their attendance will do so. If unable to attend contact the Market Manager by phone, text message and/or email immediately.

Operational Rules

Stallholders are to comply with the direction/s of the Market Manager and Committee at all times. In particular:

- Stallholders may enter the site 6.30 – 7.15am, and not leave before 1.00pm.
- Stallholder vehicles must be parked in the designated areas.
- The Market Manager controls the allocation of vendor locations/sites and will be the arbiter of any disputes.
- The location of vendor locations/stalls is at the discretion of the Market Manager.
- Vendors are required to have a Streatrader Permit.
- Yarra Ranges Council temporary food permit if cooking on site.
- Public liability insurance.
- Observe all relevant safety practices and procedures.
- At the end of the Market, stallholder site must be left clean and tidy, and rubbish removed.

Adverse Weather Conditions

The Market will operate in varying weather conditions. During adverse weather conditions:

- The Market Manager and Committee will assess the predicted and current weather conditions to determine if it is safe to continue Market operations. The decision to cancel or close the Market is the responsibility of the Market Manager and Committee based on the advice, alerts and warnings issued by the Bureau of Meteorology and emergency services. Their decision is final and will be communicated as soon as possible to relevant stakeholders.

- Vendors may pack up their stall due to adverse weather conditions but may not leave unless permission is given by the Market Manager.
- No refunds/credits are given for the cancellation of the Market and/or reduced trading hours on Market day due to adverse weather conditions.
- The Committee (and Rotary Club of Lilydale) will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.

Market T&C Breaches

Failure to observe the T&C may, in the opinion of the Committee, give cause to initiate disciplinary action. Consistent breaches may lead to suspension and/or possible expulsion from the Market.

Code of Conduct

At all times, all stallholders must deal with each other, Market customers, Market committee and volunteers in a courteous and professional manner. Abusive and/or threatening behaviour will not be tolerated at any time or under any circumstances. Such behaviour may constitute grounds for immediate expulsion from the Market.

In particular, stallholders are expected to support the Market, the Market Manager and Committee in all administrative/operational matters. Should a stallholder have a grievance about any Market related matter, they are expected to bring their grievance to the attention of the Market Manager and/or any Committee member. Any wilful public disclosure of any grievance to other parties and/or the media will not be tolerated and will constitute a breach of the T&C and may be considered grounds for immediate expulsion.

Failure to observe Market T&C and the guidelines in the Market Operations Manual may give cause to initiate disciplinary action and/or the dispute resolution process by the Market Committee.

Dispute Resolution

The T&C set the basic standard applied by the Committee when dealing with confrontations and/or disputes between the Committee and stallholders.

Where a stallholder may have a grievance or dispute about a Market matter, they must first raise the matter with the Market Manager. The Market Manager has several options available to resolve the matter:

- Investigate matter to determine the facts and likely resolution
- Consult with the Committee members present to take immediate action if applicable
- Defer resolution to further investigate or seek advice

A stallholder in breach of these T&C may be issued a warning, suspended or expelled from the Market by the Committee.

If a stallholder wishes to dispute the decision of the Committee, may do so in writing within 14 days of the receiving written notice.

Disclaimer of Liability

Stallholders agree to indemnify the Market Committee from and damage, expense or liability arising from any injury or damages to any person, including the general public, the stallholder or others, occurring either in the space occupied by the stallholder or elsewhere arising out of its occupancy or anything connected with the occupancy

The Market Committee will not be liable for any loss or damage to the property of the stall holder due to fire, robbery, accidents or any other cause whatsoever that may arise from use and occupancy of their Market site.

