

Canning Vale Sunday Markets
Terms and Conditions

These Terms and Conditions of entry shall apply to all stallholders trading at the Canning Vale Sunday Markets:

DEFINITIONS

PMGL means Perth Markets Group Limited (was known as, Perth Market Authority – PMA) and the owner of the Canning Vale Sunday Markets

Land means PMGL

CVSM means the Canning Vale Sunday Markets

TERMS

Reference: **Site Rules clause 3.5 Indemnity**

- 1) Each Person who enters the Market City Site must indemnify PMA against, and must pay PMA on demand the amount of, all Claims, losses, liabilities, costs or expenses incurred in connection with or as a consequence of:
 - a) any damage, loss, injury or death, caused or contributed to by that Person or that Person's Agent;
 - b) breach of these Market Rules by that Person;
 - c) the use or occupation of the Market City Site by that Person, unless caused by the PMA's negligence or default.

These conditions apply to all stall holders:

1. As a Person and by making a booking as a Stallholder, you automatically understand, acknowledge and agree to be bound and abide by all the Terms & Conditions, Site Rules clause 3.5 (Indemnity) contained in this document.
2. All bookings are subject to both these Terms and Conditions, instructions, site rules and or decisions made by PMGL.
3. If you breach any of these Terms and Conditions of Entry you may be denied entry to the CVSM and or, ordered to leave and vacate CVSM immediately.
4. At the time of booking you will be required to provide your name, address, phone number and email contact. Proof of identity must be produced on request.
5. You must produce your booking ticket on request of staff of CVSM and or PMGL Market Officer.
6. All bookings are final. Without limiting your rights under the Australian Consumer Law, PMGL does not issue refunds, permit bay or date changes or cancellations for any reason.
7. You must follow any instructions given to you by a PMGL Market Officer and or by any other person who identifies themselves as representing PMGL.
8. PMGL and its staff reserves the right to refuse entry to any person, or demand a person to immediately leave the CVSM.
9. Unless prior arrangements are in place, you must not enter the Sunday Market before 4.00am or after 6.45am.
10. Forklift movement is prohibited between 5:00am and 1:30pm.
11. All vehicle movement is prohibited between 6:45am and 1:00pm.
12. CVSM trade hours are: 7am until 1pm. You must not move any vehicles whilst the CVSM is trading.
13. You must leave the Sunday Market by 3:00pm.
14. You must only use Stall(s) allocated bay and all your Stallholders property must be within the bay lines marked on the ground.
15. You must not display, offer to sell or sell anything which is illegal including counterfeit merchandise. Illegal items include, but are in no way limited to, any item which use trademarks or copyrighted logos, brand names, devices, colours, slogans, patterns, trade dress or packaging without authorisation from the trademark or copyright holder. This clause includes any items which are designed to imitate or appear very similar to a copyrighted or trademarked good. PMGL will report the sale of any illegal item to the relevant authorities.
16. Without limiting clause 15, you must not display, offer to sell or sell any of the items listed below:



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Prohibited Items	
a)	Animals
b)	Weapons (including imitation or ornamental weapons) including pepper sprays or similar
c)	Alcohol, tobacco and smoking implements
d)	Drug paraphernalia, or materials supporting or promoting the use of illegal drugs
e)	E-cigarettes or vapourisers including any e-liquids (regardless of nicotine content)
f)	Pornographic, offensive or political material
g)	Flammable, explosive, toxic or otherwise dangerous goods
h)	Pirate or counterfeit media including but not limited to, CDs, DVDs or BluRays.
i)	Any other good or service deemed by PMGL to be prohibited

16. Subject to clause 15 & 16 of this document, you may offer to sell pet fish, caged birds, and pet accessories.
17. The use of generators of any description (including "silent" generators) is prohibited throughout the market.
18. You must allow a Market Officer or any other person who identifies themselves as representing PMGL or CVSM to inspect any items you bring into the CVSM.
19. You must leave the bay and surrounding areas clean and tidy at the conclusion of the CVSM. Anything you leave behind will be deemed abandoned and will be disposed of by PMGL at your cost.
20. You must comply with all of PMGL's Orders and Site Rules when you are at the CVSM. The Site Rules include parking restrictions that apply across the whole PMGL site.
21. The Sunday Market may be closed without notice in an emergency. You must leave your vehicle, your allocated space and all items for sale behind. You will not be permitted to return to collect them until it is safe to do so.
22. To the fullest extent permitted at law, you as the Stallholder release PMGL for any indirect or consequential losses, including but not limited to loss of opportunity or profit, which you may suffer or incur as a result of the PMGL's action or inaction including its negligence.
23. Without limiting clause 21, PMGL is not liable to you for anything outside the reasonable control of PMGL or the acts or omissions of 3rd parties.
24. PMGL strongly recommends that you have appropriate public liability insurance prior to making your booking; otherwise, the Terms and Conditions in this document will apply to you.
25. You must inform PMGL if you intend to sell food or drinks when making your booking. You are not permitted to sell food or drinks of any description without the prior approval and issuance of the Temporary Food Stall Permit from the City of Canning.
26. You are responsible for ensuring you hold the appropriate licences, permits and approvals for the sale of food and beverages. These must be produced on request.
27. All of your equipment must be operational, safe and in good working condition and compliant with the relevant regulations.
28. You must bring adequate bins and bin liners to manage and remove your waste.
29. In the case of Pandemic Conditions; stallholders must abide by hygiene and social distancing rules,

REFUNDS

Refunds:

- Refunds are not available for change of mind.
- Refunds are not available for wet weather.
- Refunds are not available if a stall holder is requested to leave the CVSM for breaching the Terms and Conditions of Entry or Booking Rules.
- Refunds or changes are not available if a stallholder has selected the wrong bay, or wishes to move to a different bay.

PMGL and CVSM reserves the right to review and change this document from time to time.



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