



GENERAL TERMS AND CONDITIONS

By submitting an expression of interest for a stall at CVSM, renewing a current stall, or completing and signing an application form to become a Car Boot Seller, the Stallholder automatically acknowledges that they have read and agreed to comply with the Terms and Conditions, which are available on our website at www.perthmarket.com.au.

PMGL reserves the right to review and change this document from time to time. Any subsequent amendments to the Terms and Conditions are effective on and from the time that they are published on the PMGL website.

TERMS & CONDITIONS

These Terms and Conditions of entry shall apply to all Stallholders trading at CVSM:

DEFINITIONS

Car Boot Seller means an individual (i.e. a natural person that is not a commercial entity) that has paid the relevant stall fee, and has completed and signed either an online or paper application form (which has been accepted by staff of CVSM or the PMGL Market Officer).

CVSM means the Canning Vale Sunday Markets.

Person means a person and includes an individual, partnership, firm, company, government, joint venture, association, authority, corporation or other body corporate.

PMGL means Perth Markets Group Limited and the owner of the CVSM.

Site Rules means the current Perth Markets Site Rules approved by the PMGL Board.

Stallholder means any stallholder that has submitted an expression of interest for a stall at CVSM, is renewing a current stall, or a Car Boot Seller.

TERMS

In particular, PMGL draws your attention to section 10.2(a)(i) and (ii) of the Site Rules (*Risk, Release and Indemnity*) which states that:

(a) *Each Person who enters the Site:*

(i) *enters the Site at their own risk*

(ii) *releases PMG, its Authorised Officers, PMG Employees and agents against any claim by or on behalf of that Person arising from any loss, damage, death or injury to that Person or any property of that Person due to that Person's use of or presence at the Site*

The following conditions apply to all Stallholders:

1. As a Person and by making a booking as a Stallholder, all Stallholders automatically understand, acknowledge and agree to be bound and abide by all the Terms & Conditions, Site Rules and guides 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 a Stallholder breaches any of these Terms and Conditions of Entry they may be denied entry to the CVSM and or, ordered to leave and vacate CVSM immediately.
4. At the time of booking, Stallholders will be required to provide their name, address, phone number and email contact. Proof of identity must be produced on request.
5. Stallholders must produce their booking ticket on request of staff of CVSM or the 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. Stallholders must follow any instructions given to them 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, Stallholders must not enter CVSM 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 1:15pm.
12. CVSM trading hours are: 7am until 1pm. Stallholders must not move any vehicles whilst the CVSM is trading.
13. Stallholders must leave CVSM by 3:00pm.
14. Stallholders must only use allocated bay(s) and all of their property must be kept within the bay lines marked on the ground.
15. Stallholders 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, and subject to clause 17, Stallholders must not display, offer to sell or sell any of the items listed below:

Prohibited Items	
a)	Animals (excluding pet fish, cages birds and pet accessories)
b)	Weapons (including imitation or ornamental weapons, 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 vaporisers 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 Blu-rays.
i)	Any other good or service deemed by PMGL to be prohibited

17. Subject to clause 15 of this document, Stallholders may offer to sell pet fish, caged birds, and pet accessories.
18. The use of generators of any description (including "silent" generators) is prohibited throughout the market.
19. Stallholders 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.
20. Stallholders 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.
21. Stallholders 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.
22. CVSM may be closed without notice in an emergency. In such circumstances, Stallholders must leave their vehicles, their allocated space and all items for sale behind. Stallholders will not be permitted to return to collect these items until PMGL provides them with notice that it is safe to do so.
23. To the fullest extent permitted at law, each Stallholder releases PMGL for any indirect or consequential losses, including but not limited to loss of opportunity or profit, which a Stallholder may suffer or incur as a result of the PMGL's action or inaction including its negligence.
24. Without limiting clause 22, PMGL is not liable to a Stallholder for anything outside the reasonable control of PMGL or the acts or omissions of 3rd parties.
25. If a Stallholder wishes to elect to be covered by PMGL's stallholder public liability cover (the terms of which are available upon request), then the relevant Stallholder must confirm that election in writing and pay PMGL an amount of \$5.00, prior to 6.00am on the date of the relevant CVSM, or in any case, prior to entering the CVSM.



The relevant Stallholder must confirm such election in writing and make such payment for each CVSM in which it wishes to be covered by PMGL's stallholder public liability cover.

26. Any Stallholder not covered by PMGL's stallholder liability cover, must procure current public liability insurance that provides a minimum amount of \$10 million cover, and provide PMGL with evidence of the current insurance cover prior to attending CVSM. The Stallholder must retain a copy of its certificate of currency, for the purposes of making it available upon the reasonable request of PMGL. In such circumstances, PMGL reserves the right to deny access to, or evict, a Stallholder from CVSM if it is unsatisfied with the proof of insurance provided.
27. Stallholders must inform PMGL if they intend to sell food or drinks when making their booking. Stallholders 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.
28. Stallholders are responsible for ensuring that they hold the appropriate licences, permits and approvals for the sale of food and beverages. These must be produced on request.
29. Stallholders must ensure that all of their equipment is operational, safe and in good working condition and compliant with the relevant regulations, which includes ensuring that any electrical equipment in use has been tested and tagged.
30. Stallholders must bring adequate bins and bin liners to manage and remove your waste.
31. It is the responsibility of all Stallholders to ensure that their products comply with the relevant regulatory standards that apply to the relevant product under local, state and federal law, including relevant safety, labelling and consumer standards (as applicable). PGML takes no responsibility for losses or claims arising from a Stallholders failure to meet the applicable standards.
32. Unless other prior arrangements have been agreed in writing, if a Stallholder has made a booking to attend a particular market, it is the responsibility of those Stallholders to attend that particular market for the entire duration of the market's trading hours.
33. All Stallholders acknowledge and agree that they have read and agree to comply with any applicable policies that PMGL has in place in relation to Covid-19 which may be made available on the website.
34. Car Boot Sellers are only permitted to participate in a maximum of one Sunday Funday Car Boot Sale per calendar month.

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.