

NOTICE TO TRADERS



Rules and Conditions of Trading

A license to trade in these Markets is granted at Council's sole discretion and Council has no obligation, express or implied, to grant a license to trade to anyone. Regular occupancy of the same site(s) each market day does not give the trader concerned an interest in or control over the area involved. Traders do not "own" sites. They are licensed to use particular sites at Council's discretion.

UNLESS OTHERWISE STATED HEREIN THE HIRER'S CONTACT AT COUNCIL IS SHOWGROUND MANAGEMENT – TELEPHONE 9725 0334

Traders are advised of the following conditions of trading in the Markets:

1. The allocation of stall sites is at the Council's sole discretion. Sites may only be allocated by Council and exchange, use or subletting of sites by private agreement is not permitted. Accordingly Sites cannot be sold/passed on to another trader. If the trader ceases trading at the Markets, the site(s) will automatically return to Council for re-allocation.
2. Regular traders will be required to pay fees for each and every market day that the markets are held in their usual location with the exception of two (2) days per year that must be nominated prior to being taken. Fees apply whether the trader trades or not for any occasion other than the two nominated days.

If the trader decides not to trade on a day when the Markets are relocated, fees will not be payable by that trader for that day.

3. Fees will be set by Council and may be adjusted, as Council considers appropriate. Fees must be paid in advance or on the market day. Fees in arrears are not acceptable. Once a trader has accepted a stall site allocation, fees must be paid irrespective of whether the trader wishes to trade for the whole day or only part thereof.
4. Table (and/or trestle) hire fees are payable at the markets office. Tables (and/or trestles) will only be issued to traders who produce a receipt confirming that the correct fee has been paid. Tables (and/or trestles) must be returned to the table room by the trader at the close of business each market day. Failure to comply may result in the trader being refused tables (and/or trestles) in future.
5. Traders should ensure that they are issued with a Council receipt by the cashiers for all fees paid.
6. The Cashiers office will be open from 6.00am and fees may be paid from that time. It is the responsibility of every trader to pay at the Cashiers office before 10.00am. Payments after that time may be subject to a \$5 surcharge per site.
7. Markets trading hours are from 9.00am until 4.00pm each market day. Unauthorized vehicle movement within the Market's confine is prohibited during these hours. Regular traders are required to have their stall(s) set up and their vehicles clear of the markets area by 9.00 am.

Where regular traders have not occupied their site(s) by 7.45am, the site(s) may be deemed to be vacant and able to be allocated to another trader or other traders.

8. Regular traders are not permitted to miss trading on more than 2 market days throughout a calendar year. Please be aware that these do not have to be consecutive. Unless there are extraordinary circumstances, traders who do so will lose their regular status and the site(s) they normally occupy will be allocated to another or other traders.

Regular traders are expected to notify Markets Management of any planned absences (e.g. holidays, celebrations, etc.) by 2.00pm on the Friday prior to the intended absence. Unplanned absences (e.g.: breakdowns, etc.) should be advised to Markets Management as early as possible on or before the market day

9. Transfers will not be recognised unless prior approval from the Market Management has been obtained.
10. Every trader (regular and casual) is required to complete a Markets Trader Register form.
11. Traders are not permitted to alter the nature of merchandise offered for sale without written agreement from the Markets Management.
12. Every trader is required to keep his/her effects within the defined area allocated to him/her. Non-compliance could result in the offender being refused access to the markets.
13. Each trader is responsible for observing the laws and by laws in effect at the time regarding the merchandise he/she offers for sale or the amusements offered.
14. The keeping for sale, offering for sale or selling of counterfeit or illegal products is prohibited at Fairfield Market. Market Management has the right to immediately expel from the market any stallholder (meaning in the case of a natural person, that person and in the case of a company, the company and the person or persons conducting the business of that company at Fairfield Market) which Market Management has a reasonable basis to believe is trading in counterfeit products.
15. Each trader must have a current Public Liability Insurance policy of no less than \$10,000,000. Fairfield City Council must be named as an interested party on the policy. Evidence of that cover must be provided upon request by Markets Management.
16. Traders and their staff should only park their vehicles in the designated trader car parks.
17. Traders are, at all times, to observe the instructions given them by the Management and comply promptly with these instructions.
18. In consideration of being granted entry to the Showground each such person expressly acknowledges and agrees that (subject only to gross negligence on the part of Showground staff or management, being the direct cause of any loss, damage or injury to occur), each person will enter upon the Showground premises and surrounds and/or will participate in the programs, utilise the equipment and/or take advantage of the services offered therein, absolutely at his or her own risk, such that each person RELEASES AND DISCHARGES Fairfield City Council, its management, staff and contractors from all liability for loss, damage or injury which may be sustained by each such person in such manner or under such circumstances, as previously set out in this clause.
19. Each Trader expressly acknowledges and agrees that despite his/her license to trade, he/she is nonetheless subject to and must fully comply with the Terms and Conditions of Entry to the Fairfield Showground, in force from time to time.

Terms & Conditions of Entry to Fairfield Showground are located at all main entrances.

In the event of an inconsistency between the Notice to Traders and the Terms & Conditions of Entry to Fairfield Showground, the Terms & Conditions of Entry to the Fairfield Showground will prevail over the Notice to Traders, which will then be deemed to have been amended accordingly, to allow for any such inconsistency.

Fairfield City Council May 2018