



VALE MARKET TERMS & CONDITIONS

1. HIRER'S REPRESENTATION

The Hirer agrees that it is satisfied that the Site is suitable for the Event.

2. ACCESS TO THE SITE

2.1 The CITY OF ONKAPARINGA permits the Hirer and its employees, agents, sub-contractors and authorised representatives to have access to the Site during the Term for the:

2.1.1 installation or bringing in of any property and other equipment in connection with the market stall ("Bump In");

2.1.2 Market; and

2.1.3 dismantling or removal of your stall, property and other equipment in connection with the market ("Bump Out").

2.2 The CITY OF ONKAPARINGA permits invitees of the Hirer to have access to the Site for the duration of time that the Site is used for the Market.

2.3 The Hirer must not, without the consent of the CITY OF ONKAPARINGA, access or permit access to the Site for any other purpose.

2.4 The Hirer must not interfere with the usual daily operations of the Visitor Information Centre (VIC) without prior written permission.

2.5 The Hirer must park their vehicle on the road surrounding the Market, but must not obstruct access for emergency vehicles.

3. THE TERM

The Term of this Agreement is the date(s) of the market unless sooner terminated in accordance with this Agreement.

4. THE FEE

4.1 The Fee is the amount set out in the Schedule of Fees and is GST inclusive.

4.2 The Fee is payable upon execution of this Agreement is a non-refundable, but may be transferred to a different date if agreed upon by the Market Manager. **Any cancellations made 96 hours prior to the market will be non-transferrable or refundable.**

The CITY OF ONKAPARINGA will provide to the Hirer a tax invoice in respect of the Fee in accordance with *A New Tax System (Goods and Services Tax) Act 1999* and associated legislation.

Schedule of Fees

	Fee
Stall Holder – 3 x 3 metre space	\$45
Stall Holder – 3 x 3 metre space – 15amp power	\$50

5. LIQUIDATED DAMAGES

5.1 The Bump Out must be completed by 2hours after the end of the market unless otherwise specified.

5.2 If the Hirer and its employees, agents or sub-contractors fails to Bump Out by the bump out deadline, the Hirer must pay to the CITY OF ONKAPARINGA another stall holder fee as specified in the Schedule.

6. APPROVALS

6.1 The Hirer shall at its own expense obtain and maintain during the Term all approvals necessary for the Market.



6.2 The Hirer must offer Vale Market Members a 10% discount off the full price of all items for sale upon the presentation of a valid membership card.

7. COMPLIANCE WITH LAWS

7.1 The Hirer and its employees, agents and sub-contractors shall at all times during the Term comply with:

7.1.1 the requirements of all statutes, regulations, by-laws, ordinances, rules or other forms of statutory instruments or delegated legislation applicable to the use of the Site; and

7.1.2 the requirements of all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the use of the Site.

8. INDEMNITIES

8.1 The Hirer must keep the CITY OF ONKAPARINGA indemnified from any costs, loss, expense or liability of any kind however suffered or incurred by the CITY OF ONKAPARINGA in respect of any loss of life, personal injury or disability, loss of or damage to property, or any other loss arising out of:

8.1.1 any negligence or wrongful act or omission by the Hirer or its employees, agents, sub-contractors or invitees in connection with or incidental to this Agreement; or

8.1.2 any breach of this Agreement by the Hirer.

8.2 The Hirer's obligation to indemnify the CITY OF ONKAPARINGA under this clause must be reduced in proportion to the extent that any act or omission of the CITY OF ONKAPARINGA gives rise to a legal remedy and contributes to the loss or liability.

9. INSURANCE

9.1 The Hirer must maintain a policy of public liability insurance covering its activities for the Market at the Site for at least **TEN MILLION DOLLARS**.

9.2 The Hirer is responsible for assessing the risk associated with the Market and will take out all necessary insurances to cover the risk.

9.3 The Hirer will provide policy numbers to the CITY OF ONKAPARINGA prior to Bump In.

9.4 Nothing will be taken to waive this clause unless in writing and signed by the CITY OF ONKAPARINGA.

10. NO LIABILITY

10.1 The CITY OF ONKAPARINGA will not incur any liability whatsoever to the Hirer in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred (directly or indirectly) in respect of the use of the Site by the Hirer or its employees, agents or sub-contractors under this Agreement or in respect of any loss of or damage to property of the Hirer other than loss or damage caused by the negligent or wrongful act or omission of the CITY OF ONKAPARINGA or its agents, servants, licensees, or invitees.

10.2 Subject to the above paragraph, the Hirer exercises its rights under this Agreement at its sole risk.

10.3 The CITY OF ONKAPARINGA is not liable to compensate the Hirer for any loss of trade or any diminution in the value of the goodwill of the Hirer's business, if any, caused by any action of the CITY OF ONKAPARINGA provided that the CITY OF ONKAPARINGA acts in accordance with this Agreement.

11. DAMAGE OR DESTRUCTION

11.1 The CITY OF ONKAPARINGA has no obligation to:

11.1.1 reinstate or restore the Site, if the Site is rendered unfit for occupation or use by the Hirer; or



11.1.2 to reinstate or restore any part of the Site if access to the Site is compromised by damage to, or destruction of, any part of the Site.

11.2 If part of the Site is damaged or destroyed, the CITY OF ONKAPARINGA may determine in its absolute discretion whether the Site has been rendered unfit for occupation or use by the Hirer.

11.3 If the CITY OF ONKAPARINGA determines that the Site is unfit for occupation or use by the Hirer, this Agreement will terminate immediately as of the date of damage to, or destruction of the Site.

12. EQUIPMENT

12.1 The Hirer is responsible for the installation of any equipment necessary for the Event.

12.2 The Hirer must not drill, nail or glue onto or into any masonry, metal or timber fabric of the Site for the purpose of hanging or displaying any signs or materials without prior consultation with and the written approval of the Site Operations or VIC Manager.

12.3 The Hirer must not peg into the lawn area to avoid damage to the underground watering system without prior consultation with and the written approval of the Market Coordinator.

12.4 All such equipment may remain in place until the bump out deadline or until this Agreement is terminated in accordance with this Agreement.

13. CLEANING AND MAKING GOOD

13.1 The Hirer must ensure all sillage is removed from the Site and not emptied into any drains in or around the Site.

13.2 The Hirer shall at its expense keep the Site clean and in good condition at all times during the Term (fair wear and tear arising from structural defects excepted).

13.3 The Hirer must notify the Market Coordinator or VIC Manager immediately upon becoming aware of any damage to the Site.

13.4 The CITY OF ONKAPARINGA or its agents will make good any damage to the Site howsoever caused by the Hirer, its agents, sub-contractors, employees, or invitees. The Hirer, its agents, sub-contractors, employees, or invitees must not attempt to make any repairs to the Site unless supervised by the CITY OF ONKAPARINGA or its agents. The CITY OF ONKAPARINGA has the right to effect any repairs in respect of such damage and invoice the Hirer for the costs.

13.5 The CITY OF ONKAPARINGA or an authorised officer of the CITY OF ONKAPARINGA has the right to enter the Site at all reasonable times to inspect the state and condition of the Site.

14. FOOD VENDORS

It is a requirement that all Stallholders intending to sell food for human consumption within the council area complete and return a Food Business Notification Form before commencing any food handling operations. The form is available from City of Onkaparinga.

http://www.onkaparingacity.com/onka/living_here/community/healthy_communities/food_safety.jsp

They will then issue you with a Food Business Registration Number which needs to be included on the Application to Trade form. Stallholders selling food for human consumption are required to be familiar with the Food Safety Legislation.

15. SITE SAFETY AND SECURITY

15.1 The Hirer must not, without prior written consent of the CITY OF ONKAPARINGA, bring or permit to be brought into the Site any explosive, flammable or dangerous substances of any kind including, but not limited to, any naked flames or pyrotechnics.

15.2 The Hirer must not cause or permit any nuisance or annoyance in or in the vicinity of the Site.



15.3 The Hirer must not cause or permit any food to be prepared or cooked in any area on the Site other than an area especially set aside for that purpose.

15.4 The CITY OF ONKAPARINGA reserves the right to suspend or cancel the whole or part of this Agreement as the CITY OF ONKAPARINGA considers necessary for the protection or safety of any persons and for such time as the CITY OF ONKAPARINGA thinks fit. The CITY OF ONKAPARINGA shall not be liable for any loss or damage suffered by the Hirer as a result of the suspension or cancellation.

16. OCCUPATIONAL HEALTH AND SAFETY

16.1 The Hirer must comply with the Workers Compensation and Rehabilitation Act 1986, Occupational Health Safety and Welfare Act 1986, Occupational Health Safety and Welfare Regulations 1995 and relevant Australian Standards and Codes of Practice.

16.2 The Hirer must comply with any reasonable direction by the CITY OF ONKAPARINGA in regards to occupational health and safety.

17. ELECTRICAL EQUIPMENT

Users of electrical equipment at the market are required to have this equipment tested and tagged by an appropriately qualified person on an annual basis. Tags will be checked routinely.

18. WEATHER

The Market will only be cancelled if weather conditions pose a risk to vendors and patrons ie high winds and or combined with high temperature 39 deg and over. Once you have set up your stall to trade you are obliged to pay your site fee regardless of any unfavourable changes in the weather. In the event of extreme weather conditions the Market Manager reserves the right to close the market earlier than the advertised time.

19. ALCOHOL

The Hirer and its employees, agents or sub-contractors are permitted to sell alcoholic beverages within the Site in accordance with the *Liquor Licensing Act 1997* if they are the holder of a liquor licence which permits them to do so and if so:

19.1 they must comply with the conditions of the liquor licence and the provisions of the *Liquor Licensing Act 1997*;

19.2 they are responsible for all matters relating to the sale of alcoholic beverages on the Site; and

19.3 must provide evidence of the liquor licence if requested by the CITY OF ONKAPARINGA.

20. RESOLUTION OF DISPUTES

The parties agree to negotiate in the event of any disputes before taking formal legal action.

21. TERMINATION

21.1 The CITY OF ONKAPARINGA may terminate this Agreement immediately by notice in writing if the Hirer fails to comply with any part of this Agreement.

21.2 The Hirer must Bump Out as soon as possible after receiving notice from the CITY OF ONKAPARINGA in accordance with the above paragraph.

21.3 Any termination of this Agreement by either party will be without prejudice to any rights, remedies or actions the party may have against the other party, which may have arisen prior to the termination of this Agreement.

22. NO ASSIGNMENT

The Hirer shall not assign, transfer, sub-let or sub- licence or otherwise part with possession of the Site without the prior written consent of the CITY OF ONKAPARINGA (which consent may be given or withheld at the CITY OF ONKAPARINGA's absolute discretion).