

MARKET REGULATIONS

These Regulations apply to all Stallkeeper who are accepted to trade at any Market operated by Latin House INC.

All Stallkeeper is accepted to trade at the Market when it has sent an Application to the Director by the mean specified in these Regulations and has received written confirmation from him that its Application has been approved for a specific Market as indicated. The approval is subject to any particular condition or restrictions noted by the Director in the written confirmation.

Consent to these Regulations and the Stallkeeper Information include any other information on the Latin House Website. The Stallkeeper acknowledges and accepts that in submitting an Application that the Director may modify any rule or term of the Regulations, or introduce additional rules and conditions, from time to time, by posting a notice of a change to the Regulations on the Latin House Website.

1. INTERPRETATION:

In these REGULATIONS, STALLKEEPER INFORMATION AND MANUAL STALLKEEPER, unless the contrary intention appears:

- 1.1. Application:** Means any document or written correspondence (including an electronic document) that is submitted by a Stallkeeper when applying to the Director for approval to Trade at any Market operated by Latin House and any amendment Application presented by the Stallkeeper any time.
- 1.2. Approved Items:** Means products and services for which the Director has granted to the Stallkeeper assent to offer at the Market. Such products and services must be clearly and detailed described in the Stallkeeper Application. The Director reserves the right to provide approval to a limited selection of the products and services described in the Application or to remove the approval or otherwise modify the products or services permitted at the Market at any time.
- 1.3. Code of Conduct:** Means the Code of Conduct included on the Latin House Website.
- 1.4. Communication:** Any written communication between the Latin House Organisation and Stallkeeper will be delivered by email. The Stallkeeper's email address will be the one from which the Stallkeeper sends the first communication to the Director. The Director's email will be brisbane@latinbazaar.com.au
- 1.5. Director:** Means Latin House INC Director or any employee or staff who have the right or permission to control, operate and regulate the Market including the authority to grant or withhold approval to any person/s or legal entity to attend, occupy or undertake Trading Activity at a Stall at the Market.
- 1.6. Market:** Means the specific Latin Bazaar Market/(s) nominated by a Stallkeeper in the Application and subsequently indicated by the Director when confirming that an Application has been accepted.
- 1.7. Regulations:** Mean the terms and conditions contained in this document and the Stallkeeper Information and their amendments.
- 1.8. Director committee:** Means the Director or any person or people appointed by him to manage the Market on a trading day.
- 1.9. Latin House or Latin House Organization:**
- 1.10. Latin House Website:** Means the internet address of **Latin House Organization** that is controlled, operated and regulated by the Director.

- 1.11. Stall:** Means an area of the Market that is designated by the Director for Trading Activity by a Stallkeeper. This area will be indicated as that space defined by a perimeter. Any alternative area will be defined by the Director and indicated the Stallkeeper as a condition of approval.
- 1.12. Stallkeeper:** Means a person, people or legal entity and their employees, staff, agents or representatives that have been approved by the Director to have a Stall and undertake Trading Activity at the Market.
- 1.13. Stallkeeper Information:** Means the specific information that is in the Latin House Website as a document titled 'Stallkeeper Information'.
- 1.14. Stall Fee:** Means the amount of money charged by Latin house and payable by the Stallkeeper as consideration for the for the acceptance of the Application. The Stall Fees is on the Latin House Website.
- 1.15. Tent:** Means any canopy, marquee, umbrella or covered structure that is standing up within the boundaries of a Stall or otherwise occupied by a Stallkeeper at the Market.
- 1.16. Trade at the Market:** Means to occupy a stall and undertake Trading Activity.
- 1.17. Trading Activity:** Means any activity where products or services are offered for sale, sold or promoted; or operation conducted with the aim of obtaining profits and developing or increasing awareness of the Stallkeeper or the Stallkeeper's products and/or services.
- 1.18. Traffic Plan:** Means the Traffic Plan included on the Latin House Website and their amendments.

Terms: In the singular include plural and in the plural include the singular. Where there is more than one person, partner or legal entity noted on these Regulations, then these Regulations shall apply jointly and severally.

2. APPROVED ITEMS

- A Stallkeeper can only offer for sale Approved Items.
- To vary, increase or decrease the Approved Item/s, a Stallkeeper must present:
 - ✓ A new Application that describes the proposed new product/s to the Director; or
 - ✓ Submit a completed Application for Changes to Product Sold Form.
- The Director will advise the Stallkeeper in writing as to whether its Application has been successful or not.
- The Director may cancel a Stallkeeper's approval to occupy a Stall at the Market if the merchandise offered for sale is substantially different from the Approved Item.
- The Director has the right to deny applications and not to enter into correspondence or provide the reasons for its decisions.
- Stallkeeper must not offer for sale offensive, illegal, prohibited, counterfeit or goods for which the Stallkeeper does not have a legal right to sell.
- Whether a Stallkeeper sells food of any description, then that Stallkeeper is required to comply with relevant local government and other statutory laws and regulations.
- Products that may not be offered for sale or sold at the Market include goods bearing registered trademarks, which are not genuine products. Stallkeeper must not offer for sale products or services of an 'adult' nature (including restricted publications; products associated with the illegal use of drugs; products not accordance with the relevant Australian Standards and other products notified by the Director to a Stallkeeper any time.

3. SUPPLIES

- It is the Stallkeeper's responsibility to ensure that all material (equipment) brought to the Market by the Stallkeeper is standing up securely and is managed safely before the initiation of trade.
- All Stall equipment including racks, tables, equipment, signage; etc. must be located within the boundaries of the Stall.
Public areas including access and pedestrian ways must be kept clear at all times.

4. GUARANTOR'S OBLIGATIONS

The Guarantor of a Stallkeeper other than a natural person unconditionally and irrevocably guarantees to the Director the due and punctual performance and observance of the Stallkeeper to the terms and conditions of these Regulations.

5. PUBLIC LIABILITY INSURANCE

A Stallkeeper must have a public, and product liability policy to date with a minimum of \$10,000,000 cover in the Stallkeeper's name with the Stallkeeper's interest noted whether the Stallkeeper offers for sale any of:

- Cosmetics and beauty products.
- Second-hand electrical goods and toys.
- Medicines, potions, oils, fragrances and soaps.
- Massage, manipulation of muscle, chiropractic or similar.
- Food.

6. POWER & SUPPLIES REQUIREMENTS

Whether power is available at the Market, Stallkeeper must ensure that all electrical equipment and leads utilised by the Stallkeeper at the Stall must be tagged in compliance with relevant workplace laws and Regulations and such tags must be available for inspection at all times.

7. STALLS

- The Stallkeeper acknowledges that the Director's consent to the Stallkeeper to occupy a Stall at the Market may not be assigned to any other person and does not convey any right to any particular location for a Stall. Stallkeepers must locate their Stalls as directed by the Director who is authorised to determine and change the layout for Stalls at any time.
- The Stallkeeper must ensure that all Trading Activity is developing within the borderlines of the Stall.
- The Stallkeeper may request from the Director permission to utilise additional area at the Market, and if the request is granted, the Director reserves the right to charge an additional Stall Fee in respect of that additional space.

8. SETTING UP AND PACKING UP

- Stallkeeper must strictly comply with Market hours of Setting up and Pack up outlined on the Latin House Website, and the Director may refuse a Stallkeeper permission to occupy a Stall at the Market on the day of any non-compliance.

- Stallkeeper must at all times obey the instructions of the Director & staff about this subject and especially Traffic control.

9. SIGNALS

Stallkeeper must not put any advertising display or signage unless the Stallkeeper has received the Director's prior approval to display such advertising display or signage.

10. STALL FEES

- Stall Fees and the method of payment will be included on the confirmation written and outlined on the Latin House Website.
- Stall Fees are not refundable.
- No credits or refunds are issued in the case of severe weather.

11. TRADING HOURS

- Trading Activity is permitted only during the Trading Hours detailed on the Latin House Website.
- All stalls must be assembled and ready to trade at the commencement of the Trading Hours.
- The Stallkeeper must trade for the full duration of the Market's Trading Hours.
- Stallkeeper must cease trading and commence packing at the end of the Trading Hours.
- Stallkeeper who have booked a Stall and pre-paid their Stall Fee shall be entitled to a Stall only until the Commencement of Trading Hours. Stallkeepers who have not occupied their Stall by this time may forfeit their stall booking, will not be entitled to any credit or refund of stall fees and the Director reserves the right to allocate the Stall to another Stallkeeper.

12. AUTOMOBILE & TRAFFIC CONTROL

- Stallkeeper must obey the terms of the Market's Traffic Plan (as its amendments), the instructions of the Director & staff regarding the movement and parking of automobile at the Market, on the public roads and in areas within the immediate vicinity of the Market.
- The speed limit for automobiles in a Market is 5kph at all times.
- Stallkeeper must obey local traffic rules and regulations on the public roads and in areas near the Market.
- Stallkeeper must not park illegally, double park in traffic lanes, park in driveways, queue across traffic intersections, undertake illegal U-turns or traffic manoeuvres, or otherwise hinder traffic in the streets surrounding the Market during set up or pack times.

13. WASTE MANAGEMENT

- Stallkeeper must take off from the Market all garbage, waste, litter and other rubbish that the Stallkeeper has either brought onto the Market or produced at the Market.
- Stallkeeper must not dispose of litter in the garbage bins provided at the Market for the disposal of litter by the general public.

14. WEATHER

- The Market may operate in varying weather conditions, and a Stallkeeper bears the risk of inclement weather conditions

- The Stallkeeper is responsible for the supply of covers and other equipment for protection in severe weather conditions.
- Whether the Market proceeds in inclement weather conditions, it is solely at a Stallkeeper's discretion as to whether the Stallkeeper will set up, commence, continue trading, cease trading, or pack up on the day.
- The Director, staff and Latin House organisation is not liable for any loss, damage or injury whatsoever resulting from inclement weather conditions or any decision about the continuation or cessation of trade during severe weather conditions.

15. DIRECTOR'S EXCLUSION OF LIABILITY

The Stallkeeper acknowledges and agrees that the Director makes no warranty or representation about or in connection with the Stallkeeper's occupation or use of the Market. Without limitation, the Stallkeeper acknowledges and agrees that the Director has made no warranty or representation in connection with:

- The prospects of the Stallkeeper for selling the Approved Items at the Market;
- The Stallkeeper's access to people visiting the Market or the access those people have to the Stallkeeper;
- The existence, number or quality of products sold at the Market that will compete with the Approved Items.
- The existence or extent of services and/or facilities of any kind at the Market;
- The position within the Market that the Stallkeeper will occupy;
- The suitability of the Market for any particular purpose or the existence of any latent or patent defect at the Market;
- The extent, if any, to which other visitors to the Market might interfere with the Stallkeeper's use of the Market;
- The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the Director; or
- The existence or extent of any security at the Market.

16. DIRECTOR'S REPRESENTATIONS

The Director's Acceptance to the Stallkeeper to trade at the Market does not convey to the Stallkeeper any ongoing rights about the Market, and the Director may terminate such approval at any time in writing and without any period of notice.

The Director reserves the right to undertake any of the following actions without notice:

- Re-locate a Stallkeeper to another Stall within the Market;
- Require the Stallkeeper to remove from sale any good or service offered by the Stallkeeper which is not Approved Items; or
- Request that the Stallkeeper undertake any reasonable measure which in the opinion of the Director will improve the safety of the Stall.

17. DIRECTOR'S RIGHT OF TERMINATION

The Director reserves the right to withhold or cancel and approval to a Stallkeeper to Trade at the Market, to remove or to have removed from the Market, a Stallkeeper who is in breach or does not comply with the Regulations, including where a Stallkeeper:

- Fails to pay their Stall Fee promptly;
- Fails to obey the Market's set up or pack up conditions;
- Fails to follow the Market's Trading Hours
- fails to comply the terms and conditions of the Market's Traffic Plan;
- Fails to limit the products offered for sale to Approved Items;
- Commits a criminal act at the Market; or
- Behaves in a manner that breaches the Market's Code of Conduct or otherwise behaves in a way that the Director considers is inappropriate or may bring the Market into disrepute.

18. STALLKEEPER INDEMNITY

Without limitation, the Stallkeeper at this moment indemnifies and holds the Director harmless from and against all Claims for Loss arising in connection with or about:

- The Stallkeeper's occupation of the Market;
- The sale or attempted sale of the Approved Items or any other products or services;
- Any injury or harm suffered by the Stallkeeper;
- Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the Stallkeeper;
- Any loss of or damage to the Stallkeeper's property regardless of the cause of that loss or damage;
- The death of any person of a consequence, in whole or in part, of any act or omission by the Stallkeeper;
- Any breach of these Regulations by the Stallkeeper; or
- Any legal costs on a full indemnity basis incurred by the Director as a result of the Stallkeeper's breach of these Regulations.

19. STALLKEEPER'S OBLIGATIONS & RESPONSIBILITIES

The Stallkeeper agrees that at any time while the Stallkeeper is at the Market, it will:

- Comply with any direction given by the Director's staff about the operation and occupation of their stall, equipment, Approved Items and vehicle during set up and pack up activities and any direction of a security or safety nature;
- Ensure that its actions do not endanger the safety or security of any people at the Market;
- Not cause any damage, make alterations or additions of any nature to, or carry out any works of any kind to equipment supplied to the Stallkeeper and that, if any such damage is caused, the Stallkeeper will bear the cost of repair or making good or replacement;
- Leave the site in the condition in which it was before the stall was set up for the day and that if any damage is caused to the site, then the Stallkeeper will bear the cost of making good;
- Not operate or use any amplified sound equipment of any nature without the express permission of the Director;
- Keep the Market and its immediate surrounds clean, tidy, presentable and free from waste and rubbish;
- Ensure that nothing is done at the Market which is illegal, obscene, offensive, dangerous or otherwise creates a nuisance or causes damage, disturbance, annoyance, injury or obstruction to any owner, occupier or user of any nearby land or premises or any other Stallholder;
- Immediately report to the Director any incident or accident to any person or property that involves loss or could be expected to give rise to a Claim;

- Ensure that any accident involving any injury to any person, or any loss of or damage to any property within the Market (including any defect, failure or lack of repair at the Market) which may give rise to a danger or risk to others, is immediately reported directly to the Director;
- Vacate the Market immediately after being requested to do so by the Director;
- Not use the Market for any purpose other than the display and sale of Approved Products; and
- Not place or affix any product or signage to any permanent building, structure, play apparatus or vegetation.

Stallkeepers are responsible and are liable for the:

- Safety of all equipment brought by the Stallkeeper to the Market;
- Protection of their employees, staff, agents or representatives that may occupy the Stallkeeper's Stall; and
- Cost of all repairs or replacement of any items belonging to the Director that is damaged by the Stallkeeper

The Stallkeepers acknowledges that the Director may revoke the Stallkeeper's approval to Trade at the Market in the case that the Stallkeeper fails to comply with the obligations detailed above.

20. STALLKEEPER WARRANTIES & REPRESENTATIONS

The Stallkeeper gives the following warranties and representations on which the Director relies:

- The Stallkeeper has the legal and/or beneficial ownership of the Approved Products without any encumbrance;
- The Stallkeeper has not relied on any representation or statement made by the Director in deciding whether to seek approval for a Stall from the Director.
- The Stallkeeper has all relevant permits required to operate the Stallkeeper's business and that all Approved Products sold comply with all appropriate safety and compliance standards and retails laws currently in force;
- The Stallkeeper will not bring into the Market any hazardous materials of substances; and
- the Stallkeeper will comply with the terms of these Regulations and any changes to the Market Regulations and any relevant local government and other statutory requirements.

Without limitation, the Stallkeeper acknowledges and agrees the Director is not liable for any Claim or Loss suffered or incurred by the Stallkeeper about or in connection with:

- Theft or damage of Approved Items, supplies or goods under the control of the Stallkeeper or any other property of the

Stallkeeper at any time including times when the Market is not trading and such products, equipment, goods and property is stored overnight in a tent or umbrella supplied by the Director;

- Any failure by the Stallkeeper to sell the Approved Items;
- Any journey of the Stallkeeper from or to the Market; or
- Damage or injury to any property or person.

21. INTERPRETATION

The MANUAL STALLKEEPER, STALLKEEPER INFORMATION and MARKET REGULATIONS must be interpreted together. Any regulatory void in those MARKET REGULATIONS must be replaced with the STALLKEEPER INFORMATION and/or MARKET REGULATIONS.



The MARKET REGULATIONS will take precedence in the event of any contradiction between the MANUAL STALLKEEPER, STALLKEEPER INFORMATION and MARKET REGULATIONS.

22. PENALTY

Failure to comply with any of the Stallkeeper responsibilities under the MANUAL STALLKEEPER, STALLKEEPER INFORMATION and MARKET REGULATIONS (included their future amendments) will result in a written warning and may result in exclusion from the Market.

Latin House is not responsible for any penalty or fine that may be imposed by any Authority over any Stallkeeper for the breach of any legal obligation any time before, during and after of the Market.

23. ACCEPTANCE

With the acceptance of the Stallkeeper's Application by the Director, the Stallkeeper accepts all the terms contained in the MANUAL STALLKEEPER, STALLKEEPER INFORMATION and MARKET REGULATIONS, included their amendments time from time.