



Pearce Community Centre Markets

2025 Stallholder Terms and Conditions

The Rotary Club of Woden Daybreak (RCWD), through its Pearce Community Centre (PCC) Market Management Team, manages the RCWD Market (the Market). The Market Management Team operates a market four times a year in conjunction with Pearce Crafters Market. Pearce Community Centre Inc. authorises the location for the function of the markets.

The overall goal is to provide customers with a local community event and an interesting and diverse market that has quality products for sale. The Markets will offer a range of arts and crafts, plants, food and non-alcoholic beverages, toys, cosmetics, primary produce, clothing including children's wear, home wares, jewellery and accessories, books, plants, and quality bric-a-brac.

The market location is the PCC Market Collett Place, Pearce 2607 ACT and operates as an outdoor all-weather market.

1. Rights and Responsibilities

1.1. It is a requirement of participation in the Market that Stallholders have carefully read and familiarised themselves with the information contained in these terms and conditions, and that they comply with all Market policies and procedures when operating their stalls.

1.2. The Stallholder's right to operate its allocated stall at the Market is granted by the RCWD and the PCC Market Management Team on a market-by-market basis and is not automatically renewable for each subsequent market.

1.3. Renewal of the right to take up a stall site is at the discretion of RCWD and the PCC Market Management Team.

1.4. Subject to this agreement, the Stallholder may operate its stall only between the hours of 10am and 2:30pm on days when the Market is open for business.

1.5. Stallholders may only sell goods or products that have been approved by PCC Market Management Team. The Market is primarily a quality handcraft and home produce market, with some exceptions determined by the management.

1.6. The Market Management Team reserves the right to change the site plan of the Market, and to determine the location of individual stalls at each Market. Stallholders may not object and have no claim against RCWD and the PCC Market Management Team, if they are required to change the location of their stall within the Market.

1.7. The Stallholder's right to operate a stall at the Market is at the discretion of the RCWD and the PCC Market Management Team. The PCC Market Management Team may

terminate a Stallholder's right to operate its Stall at any time and for any reason, including where:

- a) A Stallholder sells goods or products that have not been approved by the PCC Market Management Team;
- b) A Stallholder's conduct is unacceptable, as determined by PCC Market Management Team; OR
- c) A Stallholder does not pay the required stall fee on time or at all (see section 4).

1.8. Working With Vulnerable People (WWVP) ACT Government Regulation: May apply to some children and family based activities, e.g. face painting. Evidence of current registration is required on acceptance of stall.

1.9. Underage Stallholders. Stallholders under 16 years of age must have appropriate support and/or adult supervision.

2. Insurance

2.1. While the RCWD carries insurance to cover public risk, Stallholders are required to take out a similar insurance cover in case stallholders are found personally liable for any damage caused to members of the public or to the property of members of the public. A certificate of currency for public liability insurance in the amount of at least \$20,000,000 must be provided to PCC Market Management Team at the time of application.

3. Liability and Indemnity

3.1. RCWD takes no responsibility for, and will not be liable for, any damage to, or loss of, property of any Stallholder at any time in the Market except where such damage or loss is solely caused by the negligence of the RCWD.

3.2. The Stallholder occupies the area in which the Stall is located at his or her own risk entirely. Each Stallholder releases and holds harmless the RCWD from all and any claims made against the RCWD arising out of the Stallholder's use and occupation of the area in which the Stall is situated.

3.3. The Stallholder has no claim against the RCWD for any loss or damage to a Stallholder arising directly or indirectly from:

- a) any decision by the RCWD to terminate the Stallholder's right to operate a stall under section 1.4;
- b) any circumstance where the RCWD is required to, or determines to, close the RCWD Market;
- c) any circumstance where the RCWD is required to, or determines to, move the location of the Market; or
- d) any order made by any government, semigovernmental, local or statutory authority restricting the Stallholder's occupation of the marketplace.

3.4. The Stallholder agrees to indemnify and keep indemnified the RCWD against all actions, claims, suits, and demands brought, maintained or made against the RCWD by any person arising out of the Stallholder's, and its employees and agents', occupation or operation of the Stall.

3.5. The Stallholder acknowledges that these Terms and Conditions apply not only to the Stallholder but also to anyone who works on the Stallholder's behalf.

4. Stallholder Fees

4.1. Stallholder fees are set by the RCWD PCC Market Management Team.

Schedule of fees for 2025:

Single site:	3mx3m	\$35.00
Double site:	4.5mx4.5	\$50.00
Food vendors:	Van or Truck	\$50.00
Entertainment and Buskers:	Free	
Information stall for Community and Charity groups:	Free	

5. Payment of Stall Fees

5.1 Each Stallholder is required to pay the RCWD PCC Market Management Team a fee set by the RCWD to operate each stall. The RCWD PCC Management Team reserves the right to increase or vary the Stall Fee at any time.

5.2 The Stallholders must pay the Stall Fee to the RCWD PCC Market Management Team at least 48 hours prior to the day of the market. Stallholders will be invoiced for the market fees, which can be paid by bank deposit via online by Electronic Funds Transfer.

6 Market Day Setup

6.1 On arrival all Stallholders will registered and escorted to their allocated site. Stalls must set up by 9.45am and remain set up until 2:30pm.

6.2 All items sold at the Markets must comply with the regulations of the ACT Government and Consumer Laws. Stallholders are responsible to ensure that the goods to be sold are not in breach of any Copyright and/or Trade Mark.

6.3 Stallholder structures must be erected to manufacturers specifications and safely secured. Anchor tent pole weights for securing in high winds must be provided and installed by the stallholder. Tent and other pegs are not to be used on paved services. Cables and guywires must not cause a trip hazard. Electrical, gas and other equipment must have relevant standards certification and current safety checks as required by legislation.

6.4 All coverings and furnishings used must fit within the perimeters of the stall/site allocation.

6.5 Covering and equipment for preparing and sale of food must comply with Food Safety Requirements.

6.6 Stallholders must supply all their own display equipment, tables, chairs, shade cover, and the ability to take payments, including providing your own change if required. Once unpacked, all stallholders must park their vehicle in this designated parking area by 9.30am. Vehicle access to sites is only before 9.30am and after 2.30pm.

6.7 THE SPEED LIMIT IS 10 KPH AT ALL TIMES.

7 Health and Safety

7.1 Stallholders selling food must abide by the ACT Health Department requirements. All food items, i.e., jams, pickles, preserves, cakes, bread, etc. must be labelled with the producer's name, address and phone number, ingredients, and nutritional panel as required by the ACT Health Department.

7.2 No food items requiring refrigeration are to be sold at the Market unless refrigeration is provided by the stallholder and appropriate food licenses are held.

7.3 All vendors selling food items must abide by the ACT Health Department and maintain any certification required. It is the Stall holder's responsibility to ensure that a current certification certificate is provided to the PCC Market Management Team at the time of application and displayed as per ACT Health Department requirements.

7.4 There is no access to electricity on site. The use of generators and gas must be approved by the PCC Market Management Team prior to attending the Market. Any electrical and gas equipment used by stallholders must be tagged to certify compliance with safety regulations.

7.5 Should the weather or another event compromise the safety of the markets staff, volunteers, stallholders or attendees, a decision may be made on the day to cancel the Market. When the Market has been officially cancelled during the event, you will be advised by the PCC Market Management Team who will walk around to inform you. When the public has dispersed from the Market area, and only then will you be allowed to drive your vehicle in or out of the Market to pack up.

7.6 If an incident occurs within a stallholder's space which involves the stallholder, it is essential the stallholder notifies the PCC Market Management Team as soon as possible.

8 Packing up

8.1 Stalls are to remain set up until 2:30pm. Stallholders are not permitted to bring vehicles into the Market area until the Market has closed at 2:30pm. Vehicles including trailers must be moved from the site area by 4.00 pm.

8.2 Stallholders with a valid reason for wanting to leave early must inform the PCC Market Management Team. You may pack up and leave before the end of the Market, however, you must walk your goods to your vehicle. Stallholders are not able to drive their vehicle/s into or out of the Market area during the market trading hours.

8.3 All Stallholders must clean up the area they have occupied and remove all rubbish.

9 Cancellations

9.1 Stallholders will inform the PCC Market Management Team via email as soon as possible before Market day if you are unable to attend a Market. Credits will be carried forward if more than 48 hours' notice is given or at the PCC Market Management Team's discretion.

9.2 Stallholders cancellation. Stallholders unable to attend on the day of the planned event should notify the PCC Market Management Team via phone call/text/email, no later than 8am on the Market day. A refund may be considered by PCC Market Management Team.

10 Emergencies on Market Days

10.1 **AT ALL TIMES, OUR FIRST PRIORITY IS THE SAFETY AND COMFORT** of all stallholders, staff, volunteers and the general public. In the event of an emergency do not panic.

10.2 If an emergency occurs where the situation requires the Police, Paramedics, or the Fire Brigade to attend the PCC Market Management Team must be advised immediately. The PCC Market Management Team is responsible for activation.

10.3 The emergency assembly point is the signed grass area beyond the car park. Please refer to the map on Page 6 for the location of the assembly point.

10.4 If directed, please leave your stall, and make your way swiftly to assembly point. The PCC Market Management Team will secure the grounds and monitor all movement through the Market until the emergency is over.

10.5 It is imperative that you follow the direction of the PCC Market Management Team and volunteers. Anyone that remains in the Market area during an emergency or chooses not to follow directions from the PCC Market Management Team do so at their own risk and liability.

10.6 Stallholders and the public should remain at the identified assembly point until either the PCC Market Management Team, Police, or other Emergency Services give the all-clear

11 Stallholder Promotion

The RCWD promotes the Market including local newspapers, radio and social media. Stallholders are encouraged to provide photos with the Stallholder Application that may be used for publicity. With the consent of Stallholders, the PCC Market Management Team also reserves the right to take photos for the purpose of advertising and promotion of the Market. These may be posted on the RCWD Facebook page, website and promotional materials including press media. The photos may contain images of a Stallholder, adult customers and items or produce.

Stallholder acceptance of these terms and conditions is evidenced by your signature on the STALLHOLDER APPLICATION.

Please note that Stallholders who have already signed an earlier application are not required to present a further application. However please notify the PCC Market Management Team of any information that requires updating (e.g. contact details).