



# My Kids Market

## Stallholder Terms and Conditions

My Kids Market requires that all stallholders adhere to the following terms and conditions:

### Stall hire

Stall hire fee includes GST, trestle table 6ft x 2ft and space for 4 large items in our dedicated large items area. By paying the stall fee, you have read and agreed to the terms and conditions of My Kids Market.

Please be aware that the stall you choose when booking is your preferred stall only and that My Kids Market reserves the right to move stalls if required. Stallholders must comply with directions of the market managers.

#### Stallholders can sell

- Quality goods or services relating to babies, toddlers, and kids.
- Maternity wear

#### Stallholders cannot sell

- Poor quality, stained or worn out clothing.
- Unrelated or dangerous goods!
- Broken or damaged goods.
- Car seats over 9 years old and/or been involved in an accident.
- Car seats that do not comply with the Australian Standard AS/NZS 1754.
- Any item that does not comply with the relevant mandatory safety standards.

## Advertising, promotional materials and flyers

Business Stallholders are encouraged to hand out advertising or promotional material at their designated stall. The advertising/promotional material may only relate to the product/service on sale at that stall. Stallholders and their representatives are permitted to distribute advertising or promotional material outside of their stall area ie along the queue of shoppers before entry with prior permission from the market manager.

Approval must be gained from the market manager prior to hanging any items or posters on the walls, doors or any other portion of the building.



## Floors

The majority of markets are held within basketball stadiums on timber flooring. It is very important when moving your goods in/out or around the hall they are all carried and you are not dragging any items across the floor. Please ensure that items with wheels have the brakes turned off and that the wheels are turning freely. If you are planning to display plastic tubs or boxes on the floor in front of your table you are required to have a sheet or towel underneath them. If you are unable to adhere to this you will be asked by the market manager to remove them. Any damage to the floor (i.e. scratching) will result in the stallholder having to pay for the re-surfacing of the floor in that area.

## Rubbish

It is a requirement that all stallholders leave their stall area the way they found it. It is the stallholder's responsibility to take any unsold items with them at the end of the market as well as excess rubbish, empty boxes and tubs. Rubbish bins placed throughout the market hall are for general waste only.

## Security

My Kids Market holds no responsibility for theft, loss or damage of items within the market including goods on display in the Large Items Area. Stallholders are responsible for their own stall security and monies and we remind you to be vigilant at all times.

## Operating Times

Stallholder set up commences at 7.30am. Empty stalls will be reallocated to other stallholders or removed at 8.30am SHARP so please ensure you allow plenty of time to locate the venue as we do not refund or transfer stalls if you do not make it on time.

The market will open to the public at 9am and close at 12 noon. Please note that shopping amongst stallholders is NOT allowed before 9am, if any stallholder is found to be buying or selling before the market opens at 9am they may be asked to leave the hall. We generally have hundreds of shoppers queuing to grab a bargain and it is unfair if trading has started before they have entered the market.

## Safety

The stallholder is responsible for the safety at their designated area which includes their table/stall on the day. Stallholders must ensure the setup of items is done in a safe and secure manner to avoid accidents. When displaying boxes/tubs or items on the floor they must not spread into the aisle as this may cause congestion and tripping hazards.



## Refund policy

There are **no refunds** or transfers of bookings for change of mind. Should you be unable to attend a market due to extreme circumstances we may offer a transfer to another date at the same location if there is availability. Please note that this is at My Kids Market's discretion and only one transfer will be offered per booking.

Any stall that is not occupied by 8.45am will be deemed as a No Show and your stallholder fee will be forfeited.

## Large Items Area

- My Kids Market has a reputation for selling excellent quality pre loved goods. If we feel that an item does not meet our standard it will be removed from the area and you will be asked to take it back to your car.
- Although the My Kids Market staff are constantly monitoring this area, no responsibility is taken for the theft, loss or damage to large items.
- To avoid loose pieces and smaller objects such as cots screws and pram covers being lost or stolen we encourage stallholders to securely attach these to the items where possible or hold them at your stall and give them to the buyer once the item has been sold.
- At the end of the market, any unsold Large Items must be collected from the area by 12.10pm. Should any items be left behind it is the stallholders responsibility to collect the items from the venue.

## Market cancellation

Should a My Kids Market be cancelled due to reasons of emergency, danger, weather conditions, disasters, safety, health concerns, or other reasons that are not in reasonable control of My Kids Market organisers (as judged by the My Kids Market organisers), then stallholders will not receive a refund of their stall hire paid however, could be offered a transfer to another market. This is at My Kids Market's discretion.

## Competitors

My Kids Market does not guarantee that business competitors will not be attending the same market.



## Other

My Kids Market shall not be held responsible for the compliance by a stallholder with any By-laws, Regulation, Act or Statute. There are safety guidelines about selling children and baby's goods. These guidelines can be found on the ACCC's website ([www.accc.gov.au](http://www.accc.gov.au)) or by calling the ACCC on 1300 302 502. We have also provided a list of helpful links under the Product Safety page on our website [www.mykidsmarketnsw.com.au](http://www.mykidsmarketnsw.com.au)

My Kids Market accepts no responsibility for any transaction entered into between the seller and the buyer within the Market.

**My Kids Market NSW** reserves the right to decide or arbitrate any dispute arising out of or in the course of the conduct of the Market.

**My Kids Market NSW** reserves the right to refuse admission into the Market to any person without giving any reason for the same and to eject or cause to be ejected any person and /or his/her goods without giving any reason for the same. **My Kids Market NSW** accepts no liability for the loss or damage of any kind suffered by any person who enters the Market area and all persons who enter the Market area do so at their own risk.

The stall holder agrees to indemnify the **My Kids Market NSW** against all claims for damages or injury to the property or person of any persons in respect of any claim by any such person arising out of negligence on the part of the stall holder or his agents or servants.