



Terms & Conditions for Round She Goes Market Stallholder participation

By applying for a stall and paying the participation fee, stallholders agree to abide by these terms and conditions. A more detailed information guide will be emailed to participating stallholders at least 10 days before the market date.

Who the market is for

Stallholders are only permitted to sell women's secondhand fashion. The goods for sale must be secondhand and in excellent, wearable condition. Vintage is (of course) welcome. The only new items that can be sold are handmade jewellery, accessories, or your own label/creations. It's very important to consider before applying that very cheap clothes from discount department stores have zero resale value.

Round She Goes does not accept applications from retail stores selling new/remainder stock, seconds or new clearance items. The items sold at Round She Goes must be secondhand vintage, retro or preloved designer. New with tags is okay for a few items as long as the majority of your stock is not like this. Stallholders are not permitted to book a stall in order to promote their own events, festivals or reselling platforms.

What stallholders can sell

The rule of thumb is it is an item that women wear. Preloved stuff can include: hats, bags, shoes, suits, jeans, pants, skirts, tops and dresses but must be quality goods. Perfume and unused authentic cosmetics are okay too.

What stallholders can not sell

Absolutely no counterfeit items such as perfume, bags or clothing. Stallholders can not sell men's or childrenswear, stallholders also can't sell food (unless they are the approved food operator), used cosmetics or candles. Bric-a-brac – music items, glasswear, prints, magazines, books etc are NOT permitted. **Round She Goes is a women's second hand fashion market, it's not a vintage or general trash and treasure market.**

Bookings and payment

Once an application is approved, stalls must be secured with the full stall fee payment within 5-7 days. Stallholders will receive payment instructions once their application has been approved.

Cancellation by the stallholder

A 50% cancellation fee applies, however there are no refunds for cancellations up to 8 weeks prior to the market. Please only apply if you know you can make it on the day. If you can't make it, then you cannot give your stall to another person without prior approval from Round She Goes organisers. Contact us if you can no longer attend. Stalls can not be re-sold or sublet for profit - the new person will be refused entry.

If the Stallholder requests to cancel for a Covid related reason (testing positive, isolating due to being a close contact), then the Organiser will work towards a solution in the best interest of both parties however this is on a case by case basis. Proof of these circumstances will be required.

Cancellation by the organiser

If the event is unable to go ahead on the date the stallholder has booked and paid a participation fee, for a reason beyond the control of the organiser, the market will be postponed to an alternative date. The fee paid by the stallholder to the organiser will be held as a credit for future market participation and a refund will not be issued.

Insurance

Business/hobby participating stallholders are required to have public liability insurance to participate. Stallholders without their own cover can be included in the organiser's policy. Stallholders items/stock is not covered for product liability insurance. The Public Liability Insurance fee is \$10 in addition to the stallholder participation fee. Insurance is included for wardrobe clear out stallholders.

Supervising your stall

Round She Goes will not be held liable for loss, theft or damage to stallholders' items on the day. stallholders are responsible for supervising their stand at all times. Ideally, they should have a friend with them.

Access to venue

Round She Goes is an indoor market (there are no outdoor stalls). Access for stallholders to set up is 8:30am with the market officially opening to the public at 10.00am. Please be ready to trade by 10:00am. On arrival, stallholders must check in before setting up their stall.

Set up

- Stallholders need to supply your own clothes racks, coat hangers, mannequins, tablecloth, carry bags for customers, along with a float of change for the day.
- 1 table and 1 chair is provided at no extra cost in Melbourne and Adelaide. The table size is 1800mm x 750mm. In Sydney, tables can be hired for an extra fee (see our website page 'be a stallholder' for current rates) and one chair is included there too.
- One stall includes room for a trestle table + 2 standard-sized clothing racks maximum (you can opt to not have a table if you wish).
- Stallholders are permitted not to use any trestle tables and just use their clothes racks. A third rack can be used in this instance.

- A standard rack has one rail on it. The racks go on each side of your table. You must supply your own racks, we do not have racks available for hire.

Pricing and presentation

It is recommended that stallholders price their garments as people can feel uncomfortable asking for the price of everything but be prepared to bargain and negotiate. Make sure clothes are washed and ironed and there are no stained or torn garments.

Parking

There is a car park at the venue and there is plenty of unmetered street parking around the venue. Round She Goes are not responsible for your fines if you are unlucky enough to get one.

Changing rooms

A Change room will be provided for customers. Stallholders are highly encouraged to take a deposit or full payment for the garment that is being tried on which is refunded if the customer doesn't buy. Round She Goes is not responsible for loss or damage to clothes/accessories on the day.

End of day

Packing up on the day must begin at 3:00pm and stallholders must have their items out of the hall by 4:00pm. Rubbish must go in the bins provided and everything else must be taken by the stallholders. Please leave your stall area as you found it in the morning. Anyone who leaves rubbish will not be able to have a stall again at future Round She Goes events.

Covid-19

There may be some obligations on participating stallholders to help keep us all safe from Covid-19, and depending on government regulations at the time, this may include:

- Check in via a QR code
- Bringing and frequently using hand sanitiser at their stall.
- wiping hangers and other high touch items with antibacterial wipes.
- (Ideally) accepting cards to limit cash handling.
- Masks may or may not be mandatory to carry and wear indoors, stallholders should wear one if they feel they can socially distance themselves at any time.
- Proof of vaccination may be required depending on government regulation at the time of the event and which state the event is on.
- Keep a 1.5m distance from others.

If we accept the stallholder's Application, the stallholder (and its employees, contractors and representatives) will act with best practice standards in relation to the safety of the attendees and other participants at the Event. The stallholder will comply with all lawful and reasonable directions of the Organiser in relation to Covid health and safety requirements at the Event. The Organiser cannot guarantee that its Event Participants, volunteers, partners, or any others in attendance will not become infected with COVID-19, its variants, or any other

infectious disease. Your participation at the Event is voluntary, and you knowingly accept all risks, including health risks, sickness and injury, related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of another party.

The Organiser and its affiliates, directors, officers, employees or agents will not be liable for any death, injury or claim arising from COVID-19, its variants, or any other infectious disease.

All Events will operate with a Covid-Safe Plan in place.

Participant accepts that the Event may be rescheduled or cancelled due to COVID-19. You may be entitled to compensation under the Australian Consumer Law but this will depend on the specific circumstances. You will receive a refund or other remedy (in our discretion except as otherwise required by law) such as a credit note or voucher. You may not be entitled to any refunds if the Event is cancelled due to government restrictions.

Dispute Resolution

Between customers and Stallholders

In the Event of a customer complaint relating to a Stallholder, the Organiser may contact the Stallholder as an introduction to the resolution of the customer complaint, but we will not be involved in additional or ongoing disputes arising from this initial complaint.

Between Stallholders

If there is a dispute between Stallholders in relation to any issue, the Organisers will organise an introductory resolution meeting. It will be at our discretion whether we continue in the process or leave the resolution to the disputing parties.

LIABILITY AND INSURANCE, AND LOSSES

To the extent permitted by law, Stallholders agree that the Event Organisers will not be responsible for any liability whatsoever, including damages to or losses of goods or property, vehicle, personal injury and death, due to or connected to the Event.

Each Stallholder agrees to indemnify The Makers & Shakers Market 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 Stallholder or their agents or servants.

Warranties and Representations of Stallholders

The Organisers permit the Stallholder to attend the Market in reliance on the following warranties and representations are made by the Stallholder:

That the Stallholder is the legal and beneficial owner of the products (approved to sell by the Organiser) with full power and capacity to sell the approved products to a third party without any encumbrance.

That the Stallholder is not in reliance on any representations or statements made by the Organiser that are not expressly contained in these regulations.

That the Stallholder will follow any directions and instructions made by the Organiser on market days and prior to the Event. That the Stallholder is responsible for obtaining all relevant permits and permits required to operate the Stallholder's business and that all products sold complies with all relevant safety and compliance standards and retails laws currently in force.

That the Stallholder will not bring into the Market any hazardous materials or substances or any illegal material or substance.

The Stallholder will comply with all of the terms contained in these regulations and will comply with any changes to the Market regulations, or any relevant local government and other statutory laws and regulations.

That the Stallholder's Stall area will be set up and will be maintained in compliance with any WorkSafe (or Safework in NSW) codes of practice.

Without limiting the generality of these terms, the Stallholder acknowledges and agrees that the Organiser is not liable for any claim or loss suffered or incurred by the Stallholder in relation to or in connection with:

Any damage of approved products, equipment or goods under the control of the Stallholder or any other property of the Stallholder at any time including when the Market is not trading. Any failure by the Stallholder to sell the approved products; any journey from or to the market, anything occurring off the Market site, including anything that occurs at market; or damage or injury to any property or person.

To the extent permissible at law, the Organiser is not liable for any indirect, punitive, incidental, special, consequential damages including without limitation any claims, losses, liability, loss of data, loss of profits, revenue, business or goodwill arising out of or in any way connected with the provision of or failure to provide any products or services under these Terms.

Except as provided in these Terms, the Organiser excludes all representations and warranties relating to the subject matter of these Terms, our Website and the supply of our Organiser Services.

Organiser's Services are provided "as is" and specific results cannot be guaranteed. It is Participant sole responsibility to determine that the Organiser Services or any part thereof meet Participant's needs or are otherwise suitable for the purposes for which they are used. These Terms are to be read subject to any legislation that prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible the Organiser limits its liability as follows, at our option:

- (a) for any claims relating to these Terms, to the fees payable under this agreement (if applicable) for the preceding one (1) month;
- (b) in the case of products including any digital products (a) the replacement of the products or the supply of equivalent products; (b) the repair of the products; (c) the payment of the cost of replacing the products or of acquiring equivalent products; or (d) the payment of having the products repaired; or
- (c) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

This clause survives the termination or expiry of this Agreement for whatever reason.

Indemnity

Participant agrees to defend, indemnify and hold the Organiser, our affiliates, employees, agents, contributors, third party content providers and licensors harmless from and against all actions, suits, claims, demands, liabilities, costs, expenses, losses and damage (including legal fees on a full indemnity basis) brought against or sustained by the Organiser, which:

1. is directly or indirectly caused by Participant's breach of these Terms;

2. is directly or indirectly caused by any willful, reckless or negligent act of Participant;
3. concerns personal injury to any person caused or contributed to by Participant;
4. is caused by Participant's act or omission and constitutes a loss of or damage to property;
5. is brought by any third-party in respect of personal injury, death or damage to third-party property; or
6. arises from Participant's act or omission.

Except as required by law, the Organiser will not be liable for any claim, loss or liability for personal injury, death or damage to Participant or its property however it may be caused. Organiser reserves the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by Participant, and in such case, Participant agree to cooperate with our defense of such claim.

In no event will the Organiser be liable to Participant for any indirect, incidental or consequential damages including, without limitation, direct, indirect, special, punitive, or exemplary damages.

- Participating stallholders agree to be added to the Round She Goes newsletter (they can unsubscribe to at any stage).
- Round She Goes reserves the right to cancel a stall at the operator's discretion.

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