STALLHOLDER TRADING TERMS & CONDITIONS

1. Essential Information

a. The organising body for Kiama Seaside Markets ("**KSM**") is the Kiama Business Network ("**KBN**").
b. The Kiama Seaside Markets are operated under licence arrangements with Kiama Municipal Council ("**Council**") and subject to Council's licence conditions.
c. Licence conditions are not negotiable. KBN will at all times ensure compliance with the licence conditions.

2. Location of the Kiama Seaside Markets

a. Black Beach, Kiama Harbour, Shoalhaven Street Kiama, NSW

3. Trading Days

a. Every 3rd Sunday of the month of the year, as well as additional dates throughout the year, including long weekend.
b. We are licensed to hold 20 markets in total throughout the year.

4. Trading Hours

a. 9.00 am – 3.00 pm.

5. Kiama Seaside Market Manager's Contact

a. **Market Manager's Phone**: 0457 773 063
b. **Market Manager's Email:** **seasidemarkets@kiamabusinessnetwork.com.au**

The Kiama Seaside Market Manager ("**Market Manager**") is the first point of contact for all aspects of the KSM. The Market Manager's directions and decisions are final and binding.

6. Disclaimer and Liability

a. By attending the KSM you are agreeing that you have read, understood and accept all of the terms and conditions in full.
b. Stallholders trade entirely at their own risk.
c. KBN, the Market Manager and its staff are not liable for loss, damage, theft or injury to Stallholders, their agents, customers or any other person attending the KSM.
    i. For the sake of clarity, this includes (but is not limited to) business interruption, consequential

loss, loss of profit or any other damage or loss.

ii. For the sake of clarity, this includes (but is not limited to) any claims by any persons, to the extent permitted by law, regarding faulty, unsafe, inedible or mispresented products.

d. Stallholders indemnity KBN and its staff for any claim, loss, damage, or cost arising from or connected in any way to participation at the KSM, including third-party claims.

e. Stallholders are solely responsible for the security of their goods, equipment, and monies.

f. Any customer complaints regarding product, food or service sold at the Kiama Seaside Markets may, at the direction of the Market Manager, ~~will~~ be referred to the Stallholder to address.

i. Nothing in this clause obliges the Kiama Seaside Market Manager or Kiama Business Network to act as an intermediary in customer disputes.

ii. The Market Manager reserves the right to manage, escalate, or respond to complains in any manner it deems appropriate.

iii. Stallholders remain solely responsible and liable for the quality, legality and safety of their products and services, and for resolving any disputes that arise in connection with them.

7. Stall Fees and Payment

a. Standard stall sites are 3 x 3.

b. Speak to the Market Manager regarding stall prices. The Market Manager will advise of stall prices as they may vary due to a range of factors such as (but not limited to) the size/area of the stall and product(s) to be sold.

c. Approval for larger sites may be considered by the Market Manager, who will, in their ultimate discretion, approve or reject any such request.

iv. Approval for such a request is also subject to payment of applicable fees as directed by the Market Manager.

v. For the sake of clarity, payment of such fees does not guarantee approval of any request made relating to clause 7(a).

d. Payment of all stall fees must be paid in full and in advance by the due date stated on the invoice. The due date will be determined by the Market Manager but will be no later than 7 days before the Market which the application concerns.

e. Payment must be made by debit or credit card, however AMEX will not be accepted. Cash payment will not be accepted.

f. Non-payment or late payment will result in loss of the booking.

g. Any and all fees may be reviewed by KBN with one month's notice. KBN has absolute authority and discretion to set fees as it sees fit, so long as one month's notice is provided.

h. Nothing in this clause limits the discretion of the Market Manager or other persons authorised by KBC unless such limitation is expressly provided.

8. Stall Equipment

a. Stallholders must supply all equipment necessary for the operation of their stall, including (but not limited to) marquees, tables, signage, weights, and electrical extension leads.
b. All equipment used by Stallholders must be:
    i. Structurally sound, fit for purpose, and safely assembled and secured;
    ii. In good working condition and compliant with all relevant safety standards; and
    iii. Clearly tagged and tested in accordance with the *Electrical Safety Regulations 2012* (NSW) and AS/NZS 370:2022 – In-service safety inspection and testing of electrical equipment.
c. The Market Manager does not provide equipment for hire, loan or purchase. Stallholders are solely responsible for bringing and maintaining their own gear.
d. KBN and the Market Manager are not responsible or liable for any damage to, or caused by, stallholder equipment, including personal injury, property damage, or business interruption resulting from faulty, hazardous, or misused equipment.
e. For the sake of clarity, Stallholders are fully liable for any harm caused by their equipment, and indemnify KBN and the Market Manager in full for any resulting claims, damage or loss.
f. The Market Manager may inspect equipment at any time and order removal in their absolute discretion. Refusal to comply may result in immediate expulsion from the market and/or disqualification from future markets.

9. Cancellation and Payment Policy

a. Stall fees must be paid in full, in advance, no later than 7 days prior to the scheduled Market date at 5:00 PM, or, the date directed by the Market Manager or relevant invoice, whichever is sooner ("**Due Date**").
b. Payment must be made by debit or credit card. AMEX and cash payments will not be accepted under any circumstances.
c. Invoices will be issued to the email address provided by the Stallholder. It is the Stallholder's responsibility to ensure timely payment.
d. Failure to make payment by the Due Date will result in automatic cancellation of the stall booking. Late payments will not be accepted and cannot be reinstated.
e. Stallholders who cancel before the Due Date will receive a full refund of stall fees, save for any processing or other fees incurred as a result of the transaction.
f. Stallholders who cancel after the Due Date, or fail to attend for any reason, will forfeit the full stall fee. No refund will be issued, and the booking will not be rolled over.
g. Weather Cancellations – Market Initiated:
    i. If the Market is cancelled by the KBN due to adverse weather conditions before the event begins, stall fees will be rolled over to a future Market, less a $25 booking fee.
    ii. No full refunds will be issued for weather-related cancellations.
    iii. This clause does not limit any refund rights under the Australian Consumer Law (ACL), but to the extent permitted, all weather-related decisions are final and at the discretion of KBN.

h. Weather Cancellations – Stallholder Initiated:
    i. Stallholders who choose not to attend due to weather concerns do so at their own risk and will forfeit their fees, unless the Market is formally cancelled in which case clause 9(g) will apply.
    ii. Markets are considered to be proceeding unless and until officially cancelled.
i. Cancellations will be announced via:
    i. A recorded message on the Market Manager's phone: 0457 773 063
    ii. Official KSM Facebook and Instagram pages
    iii. A group email to Stallholders (where practicable). It is the stallholder's responsibility to check and, ensure that they are in the group email contact. Whilst KSM will endeavour to announce such cancellations by email, Stallholders must not rely on email notification. Official KSM Facebook and Instagram pages are the primary place for such announcements.
j. If there is no cancellation message, the Market is proceeding. The final decision will be made by 5:00 PM the day prior to the Market. No correspondence will be entered into regarding the cancellation decision.
k. The Market Manager's decision to cancel, delay, or proceed with the Market is final and binding, and made with regard to (among other factors) safety, weather conditions, and site access.
l. Stallholders must prepare for all weather conditions. KBN is not liable for any loss, damage, delay or injury resulting from adverse weather.
    i. Being in a unique area strong winds (including gusts) do occur at times, so please come prepared and ensure your gazebo is sufficiently weighted down allowing for all weather conditions.
m. Failure to adhere to this policy may result in exclusion from future Markets.

10. Insurances

a. All Stallholders must maintain and hold valid Public Liability and Product Liability Insurance for a minimum amount of $20,000,000 (AUD twenty million), covering all activities related to their participation in the KSM.
b. Insurance policies must:
    i. Be current and in effect for the entire duration of the Stallholder's participation in the KSM, including setup and pack-down time.
    ii. Name the Stallholder as the insured party.
    iii. Clearly cover market stall operations.
c. It is the Stallholder's sole responsibility to:
    i. Ensure that insurance remains valid at all times.
    ii. Provide a Certificate of Currency to the Market Manager upon application and immediately upon request.
    iii. Notify the Market Manager of any changes to their insurance that may affect coverage.
d. Stallholders who fail to provide a valid Certificate of Currency:
    i. Will not be permitted to trade at any Market until the certificate is produced.
    ii. May have any existing bookings cancelled at the discretion of the Market Manager without refund.

e. KBN accepts no responsibility or liability for any Stallholder who fails to ensure appropriate coverage.
f. Stallholders acknowledge and agree that:
    i. i. Insurance is a condition precedent to participation in the KSM.
    ii. ii. Failure to maintain or provide insurance may constitute a breach of this agreement and may result in permanent exclusion from future KSM events.
g. Nothing in this clause limits a Stallholder's obligations under NSW public safety laws, including the *Civil Liability Act 2002* (NSW), *Fair Trading Act 1987* (NSW) and Australian Consumer Law (Schedule 2, *Competition and Consumer Act 2010* (Cth)).

11. Stallholder Set Up and Ingres

a. Stallholders must approach the Market site in a quiet, respectful manner, being mindful of the residential nature of the surrounding area and the rights of neighbours to peaceful enjoyment of their property.
b. Stallholder arrival and setup is permitted from 6:30 AM on Market day. All stalls must be fully set up and ready to trade by 8:45 AM.
c. No late entries will be permitted. Entry gates will be closed at 8:15 AM sharp. Stallholders arriving after this time will forfeit their booking and stall fee.
d. Stallholders will be allocated a numbered stall site in one of the designated zones ("A", "B", "C", "D", or "E") in advance of Market day.
e. Entry to the Market precinct is strictly controlled:
    i. Stallholders in Zone A must enter via Gate 1 on Shoalhaven Street, immediately left from Minnamurra Street (near the roundabout).
    ii. Stallholders in Zones B, C, D and E must approach Shoalhaven Street from Terralong Street, drive under the railway bridge and access the site via Gate 2 (first right after the bridge).
f. Upon entry, Stallholders must:
    i. Immediately unload all goods at their allocated site.
    ii. Then relocate their vehicle to the designated parking area without delay.
    iii. Not begin stall setup until their vehicle has been removed, unless prior written approval has been granted by the Market Manager (e.g. for specific Area A sites).
g. All vehicle movement within the Market precinct must:
    a. Be conducted at walking pace.
    b. Use hazard lights at all times.
    c. Follow the directions of all Market staff and marshals.
h. Only one vehicle per stall site is permitted unless written approval has been granted. Additional vehicles will incur a $20 parking fee per vehicle, subject to space availability and Market Manager discretion.
i. Vehicles are not permitted to remain parked at stall sites, including Area A, unless expressly authorised by the Market Manager in writing.
j. All Stallholders must check in with the Market Manager upon arrival and may be required to verify their

identity and booking.

k. Failure to comply with any part of this clause may result in:
    a. Refusal of access to the Market.
    b. Cancellation of current and/or future bookings.
    c. Forfeiture of fees paid

12. Stallholder Pack Up and Egress

a. The KSM officially closes at 3:00 PM. Stallholders must cease all trading by 3:00 PM sharp.
b. Stallholders are permitted to begin quiet and non-disruptive pack-up activities from 2:30 PM, provided that:
    i. No goods are removed beyond the immediate confines of the stall.
    ii. The visual presentation and accessibility of the Market for patrons and neighbouring stalls is not compromised.
    iii. No vehicle movements occur prior to 3:00 PM under any circumstances.
c. Vehicles may not enter the Market precinct for pack-up purposes until all goods have been fully packed down and are ready for immediate loading.
d. Strictly no vehicle movements are permitted before 3:00 PM. Any breach of this clause may result in cancellation of future bookings at the discretion of the Market Manager.
e. All products, equipment, and vehicles must be fully removed from the stall site and Market area by 4:00 PM.
f. All vehicle movement during egress must:
    i. Be conducted at walking pace only.
    ii. Use hazard lights at all times.
    iii. Follow any and all directions issued by Market staff or the Market Manager.
g. Both access gates will be locked at 4:05 PM. The Black Beach site is returned to public access from 4:15 PM. Stallholders must ensure they exit the site prior to the gate lock.
h. Stallholders who fail to complete egress by 4:05 PM may be refused participation in future Markets at the absolute discretion of the Market Manager.
i. The directions of the Market Manager or their authorised delegate are final and binding at all times. Failure to comply may result in disciplinary action, including termination of the stallholder's right to trade at KSM.

13. Categories of Stalls

a. Stallholders at the Kiama Seaside Markets ("KSM") will fall into one of two categories:
    i. Casual Stallholders
    ii. Regular Stallholders

b. Casual Stallholders
    i. Casual Stallholders attend the KSM on an ad hoc basis and must apply for each Market event individually.
    ii. Approval to attend one Market event does not guarantee acceptance at any future events.
    iii. All applications must be submitted to, and are subject to the absolute discretion of the Market Manager, who may approve or reject applications without providing reasons.
c. Regular Stallholders
    i. Stallholders who consistently attend and have established a track record of reliable participation may, at the sole discretion of the Market Manager, be treated as Regular Stallholders.
    ii. Regular Stallholders may be allocated a recurring stall site, but this is not guaranteed.
    iii. If a Regular Stallholder notifies the Market Manager of non-attendance at a specific Market and later seeks to reverse that decision, the previously allocated site may no longer be available.
    iv. The Market Manager is under no obligation to accommodate changes or reinstate prior stall sites, and any such accommodation will be considered on a case-by-case basis.
d. Nothing in this clause creates a tenancy, licence, or any ongoing right to attend the Kiama Seaside Markets. The classification of a stallholder and allocation of a stall site is entirely at the discretion of Kiama Business Network ("KBN") and/or the Market Manager.

14. Approved Products

a. Stallholders may only sell goods and/or services that have been expressly approved in writing by the Market Manager as part of the Stallholder's original application or as subsequently approved in accordance with clause 14(b).
b. Stallholders wishing to sell additional or substitute products not previously approved must:
    i. Submit a written request to the Market Manager; and
    ii. Obtain express written approval prior to offering those products for sale at the KSM.
c. The Market Manager retains absolute discretion to approve or reject any proposed product without reason. Approval may be withheld on the basis of (but not limited to):
    i. Oversaturation of similar goods;
    ii. Quality concerns;
    iii. Reputational risk;
    iv. Consumer safety;
    v. Conflict with existing stall offerings; or
    vi. Non-compliance with relevant standards or legislation.
d. Stallholders may be required to supply photographic evidence, product descriptions, and/or any applicable safety certifications or compliance documentation relating to their goods.
e. Stallholders are solely responsible for ensuring that all goods sold:
    i. Are safe for use or consumption;

ii. Comply with all applicable Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)), food safety laws, product safety standards, labelling requirements and any other relevant legislation or regulation; and
iii. Are not counterfeit, pirated, or otherwise infringing on any intellectual property rights.

f. The sale of counterfeit, pirated, unsafe or otherwise unlawful goods is strictly prohibited and will result in immediate removal from the Market and may result in notification to relevant authorities. Stallholders found in breach may be permanently banned from future Markets at the discretion of the Market Manager.
g. Nothing in this clause limits or restricts the powers of the Market Manager or KBN to require the immediate removal of any product from sale at any time.

15. Stall and Product Presentation

a. Stallholders must ensure that both their products and stall display are presented to a high standard at all times.
b. Presentation includes (but is not limited to):
    i. Clean and undamaged display equipment (including tables, marquees, signage, and coverings);
    ii. Organised and visually appealing product arrangement;
    iii. Professional signage and pricing information; and
    iv. Cleanliness of the surrounding stall area throughout the trading day.
c. The Market Manager and/or authorised representatives of the KBN may conduct inspections at any time during the KSM to assess the quality and presentation of a Stallholder's site.
d. Stallholders may be directed to make immediate improvements to their presentation standards as a condition of ongoing participation. Failure to comply with such a direction may result in immediate removal from the KSM.
e. Repeated failure to meet required presentation standards may result in suspension or permanent exclusion from future KSM events. This decision rests solely with the Market Manager, whose discretion is final and binding.
f. KBN reserves the right to define and revise what constitutes appropriate presentation standards at any time, without notice. These standards may vary depending on event themes, branding, location, or other commercial considerations.
g. Nothing in this clause limits the broader powers of the Market Manager to manage the overall look, feel and branding of the Market in the interests of customer experience, safety, and operational integrity.

16. Waste and Rubbish

a. Stallholders are strictly responsible for the disposal and removal of all waste, rubbish, packaging, boxes, cartons, and other refuse generated by their stall.
b. Stallholders must ensure their allocated stall area and surrounding vicinity are kept clean, tidy, and free

from rubbish at all times, including during setup, trading, and pack-up.

c. All boxes, cartons, and commercial waste must be taken off-site by the Stallholder. These materials must not be disposed of in general public bins, which are reserved strictly for use by Market attendees.
d. Stallholders must bring appropriate waste disposal bags or containers for their own use. Waste must be removed from the KSM precinct by the end of the event day.
e. Failure to comply with this clause may result in:
    i. A clean-up fee of $100.00 (or such other amount as notified by the Market Manager from time to time);
    ii. Immediate removal from the KSM on the day of the breach; and/or
    iii. Suspension or exclusion from future participation in the KSM, at the sole discretion of the Market Manager.
f. Where any waste or damage caused by a Stallholder results in additional costs or remediation works for KBN or Council, the Stallholder agrees to indemnify KBN and/or the Market Manager for those costs on demand.
g. Nothing in this clause limits any obligations under the *Protection of the Environment Operations Act 1997* (NSW) or other applicable environmental regulations.

17. Marquee Weights and Wind Safety Compliance

a. KSM are held in a coastal and elevated location, which is subject to unpredictable and sometimes severe wind conditions, including sudden gusts.
b. For the safety of Stallholders, customers, staff, and the general public, all marquees, gazebos, umbrellas and similar structures must be properly weighted and secured at all times.
c. Specifically:
    i. Each marquee or gazebo must have no fewer than three (3) heavy-duty, securely fastened weights attached at all times during operation.
    ii. Any umbrellas must have a stable, weighted base and must be securely affixed to the weight or stand to prevent tipping or windborne displacement.
d. The Market Manager has full discretion to inspect and assess the adequacy of any Stallholder's equipment, weights, or safety setup at any time.
    i. If, in the Market Manager's opinion, any equipment is unsafe or non-compliant with this clause, the Stallholder will be directed to cease trading immediately and/or remove the structure from the KSM.
    ii. Continued non-compliance or refusal to follow instructions may result in exclusion from future KSM events.
e. Stallholders acknowledge that failure to comply with this clause may result in personal liability for damage or injury, and agree to indemnify KBN and the Market Manager against any claim, loss or damage arising from their failure to secure their structure or equipment.
f. Nothing in this clause limits the general duty of Stallholders to provide a safe environment under the

Work Health and Safety Act 2011 (NSW) and any other applicable regulations.

18. Electrical Compliance – <u>Access to power is strictly by written approval from the Market Manager only</u>

a. All electrical appliances, equipment, and leads used at the KSM must be tested and tagged in accordance with the applicable requirements under the *Electrical Safety Regulation 2013* (NSW) and AS/NZS 3760:2022 – In-service safety inspection and testing of electrical equipment.
b. Tags must be current and issued by a qualified and licensed electrical contractor. Stallholders are responsible for keeping track of expiry dates and ensuring renewal occurs prior to expiry.
c. Stallholders using appliances with high energy demands (e.g. cooking, refrigeration) must ensure they are connected to a Residual Current Device (RCD) or other approved earth leakage protection device that is rated appropriately for the appliance.
d. Double adaptors and piggyback plugs are strictly prohibited and must not be used under any circumstance. Only power boards fitted with circuit breakers and overload protection are permitted.
e. All cords, plugs and devices must be in good working order, free of visible damage, frays or exposed wires, and suitable for outdoor use where applicable. Regular self-inspection between professional tagging is encouraged.
f. Stallholders are solely responsible for determining the amperage and suitability of their equipment, and must obtain professional electrical advice if unsure of compatibility with the KSM's power infrastructure.
g. If a Stallholder is found to be using non-compliant or unsafe equipment, the Market Manager reserves the right to:
    i. Withdraw access to power immediately, without notice or compensation;
    ii. Direct removal of the offending equipment; and/or
    iii. Prohibit the Stallholder from future participation in the KSM, at the Market Manager's absolute discretion.
h. Electrical non-compliance may also invalidate the Stallholder's public liability or product liability insurance and expose the Stallholder to legal liability under the *Work Health and Safety Act 2011* (NSW) and other applicable laws.
i. Stallholders must ensure that all extension cords:
    i. Are laid in a manner that does not pose a trip hazard to the public;
    ii. Are coiled safely within the stall and not strewn across public-access areas; and
    iii. If they must cross between stalls or thoroughfares, are secured by rubber cable protectors, mats, or waterproof tape to ensure safety and weather resistance.
j. All safety coverings for cords must be provided by the Stallholder at their own expense. The KSM will not provide electrical safety accessories.

19. Food Stalls

a. All food stalls must be licensed, approved, and expressly authorised by the Kiama Seaside Market

Manager prior to attending the Kiama Seaside Markets (KSM). This includes compliance with the following:

i. Stallholders must hold a valid and current NSW Food Authority Food Business Notification (or licence if applicable), in accordance with the *Food Act 2003* (NSW).
ii. A copy of the Food Authority notification/licence must be supplied at the time of application and be kept up to date.

b. Temporary Food Stall licences and health approvals must be obtained from Kiama Municipal Council and displayed prominently at all times during trading hours, as required under the *Food Regulation 2015* (NSW). Contact Council on (02) 4232 0444 for guidance and applications.
c. Food stallholders must adhere to all applicable food safety and hygiene standards, including but not limited to:
    i. Food Standards Code (Australia New Zealand Food Standards Code)
    ii. *Food Act 2003* (NSW) and its Regulations
    iii. Any directions issued by Kiama Municipal Council or NSW Food Authority officers
d. Stallholders are required to implement and maintain standard health, hygiene, and safety procedures at all times, including use of food-grade containers, handwashing facilities, temperature control equipment, and contamination prevention measures.
e. All food stalls must be presented in a clean, professional, and safe manner, and be equipped with adequate waste disposal systems, fire safety equipment (such as a fire blanket or extinguisher), and suitable shelter.
f. Any changes to a food stall's menu, setup, or product offerings must be approved in advance in writing by the Market Manager. Any unapproved changes may result in withdrawal of permission to trade.
g. The Kiama Seaside Market Manager retains the right to refuse or revoke approval of any food stall that, in their absolute discretion:
    a. Presents hygiene, safety or compliance concerns; or
    b. Conflicts with the overall offering and purpose of the KSM.
h. Failure to comply with this clause or any applicable law or regulation may result in immediate removal from the KSM, forfeiture of fees, and/or reporting to relevant authorities.

20. Emergency Management

a. In the event of an emergency, Stallholders must follow all directions given by the Market Manager or designated staff.
b. General evacuation procedures will be communicated:
    i. Verbally by the Market Manager on the day of the event, and
    ii. In writing if and when a formal Evacuation Management Plan is developed.
c. In the event that no evacuation procedures are communicated by staff, evacuate immediately via the nearest gate access, or designated street and stair access along the harbour pathway.
d. Strictly no vehicle movement is permitted during any emergency evacuation under any circumstances.

This is to ensure safe pedestrian evacuation routes are maintained and to comply with obligations under the *Work Health and Safety Act 2011* (NSW).

e. Stallholders must comply immediately with all directions issued by the Kiama Seaside Market Manager, KBN staff, or emergency services personnel.
f. After evacuation, all Stallholders and staff must proceed without delay to the designated emergency assembly area, which will be advised by the Market Manager or emergency personnel.
g. Re-entry to the market site is prohibited until the Kiama Seaside Market Manager or emergency services formally declare the area safe.
h. Failure to comply with emergency management procedures or directions may result in removal from the Kiama Seaside Markets, forfeiture of fees, and/or exclusion from future participation.

21. First-Aid

a. All Stallholders must promptly notify the Kiama Seaside Market Manager of any injury, illness, or health-related incident occurring within or near the Market premises.
b. The Kiama Seaside Market Manager will maintain a basic First Aid kit on-site for minor injuries only, consistent with general duty of care obligations under the *Work Health and Safety Act 2011* (NSW).
c. In the event of a serious or life-threatening medical emergency, the Kiama Seaside Market Manager will immediately contact emergency services (000) and coordinate access for first responders.
d. All incidents, regardless of severity, must be reported to the Kiama Seaside Market Manager as soon as practicable. An incident record may be completed and retained for regulatory and insurance purposes.
e. Stallholders must not administer first aid to customers or other parties unless qualified and confident to do so. Stallholders do so at their own risk.
f. Kiama Business Network and the Kiama Seaside Market Manager disclaim any liability for first aid administered by third parties, including Stallholders or members of the public.

22. Smoking & Vaping

a. The Kiama Seaside Market precinct is a designated smoke-free zone under the *Smoke-free Environment Act 2000* (NSW) and related regulations.
b. Smoking and vaping is strictly prohibited at all times within the Market area, including:
    i. Footpaths
    ii. Lawns
    iii. Garden beds
    iv. Any other publicly accessible spaces forming part of the Market footprint
c. Stallholders are responsible for ensuring that their staff and contractors comply with this requirement.
d. Failure to comply may result in:
    i. Immediate direction to leave the Market,
    ii. Refusal of future stall bookings, and/or

iii. Referral to local enforcement officers under applicable NSW health legislation.

23. Social Media Policy

a. Implied Media Consent
   By attending and participating in the Kiama Seaside Markets, Stallholders consent to the use of their image, likeness, and stall setup in promotional and advertising material. This includes, but is not limited to:
   i. Print media
   ii. Visual media
   iii. Online marketing
   iv. Social media platforms (e.g., Facebook, Instagram)
b. Right to Withdraw Consent
   If a Stallholder does not consent to their image or stall being used in this manner, they must notify the Kiama Seaside Market Manager in writing prior to the Market day. Reasonable efforts will then be made to exclude such images from future marketing.
c. Positive Representation Requirement
   Stallholders are expected to represent the Kiama Seaside Markets in a positive and respectful manner on all public and private social media platforms.
d. Prohibited Conduct
   Stallholders must not:
   i. Post defamatory, misleading, or damaging comments regarding the Kiama Seaside Markets, Market staff, or the Kiama Business Network on any online platform
   ii. Use official Kiama Seaside Markets social media pages to air complaints, grievances, or disputes
e. Consequences of Breach
   Any Stallholder found breaching clause 23(d) may be subject to:
   i. Immediate termination of their current Market participation
   ii. Disqualification from future Markets
   iii. Legal action in the event of serious reputational damage, defamatory publication, or breach of Australian Consumer Law (ACL) or the Defamation Act 2005 (NSW)
f. Complaint Resolution Procedure
   All grievances must be handled professionally and in accordance with the following escalation process:
   i. First point of contact: Kiama Seaside Market Manager (in person or via phone)
   ii. Unresolved matters: Written complaint to the Kiama Business Network Executive Committee at: executive@kiamabusinessnetwork.com.au

24. Sale or Transfer of Business/Stall

a. Participation in the Kiama Seaside Markets is non-exclusive and does not grant any proprietary or

ongoing rights. KBN and the Market Manager do not enter into permanent or binding agreements regarding stall site location, frequency of attendance, or stallholder status.

b. If a Stallholder intends to sell or transfer their business or stall operation, they must notify the Kiama Seaside Market Manager in writing at least 14 days prior to the proposed transfer date. This notice must include:
    i. Full legal name and contact details of the prospective new operator;
    ii. Details of any representations made to the purchaser regarding the stall's position, attendance rights, or past arrangements with the Market.
c. Stallholders must not represent to any third party, whether verbally or in writing, that:
    i. Their stall position is permanent or guaranteed; or
    ii. The purchaser will be automatically approved to trade at future Kiama Seaside Markets.
d. All stall site approvals are personal to the approved Stallholder and are not assignable, sub-licensable, or transferrable without the express prior written consent of the Kiama Seaside Market Manager.
e. A change of ownership or control of a business or stall will require:
    i. A new stallholder application to be submitted and assessed;
    ii. Approval by the Kiama Seaside Market Manager before any trading can occur;
    iii. No assumption that existing approvals, site allocations, or trading history will continue under the new ownership.
f. These terms are non-negotiable and apply to all existing and new Stallholders to preserve the operational discretion, quality control, and integrity of the Kiama Seaside Markets.