

**OAKLEIGH ROTARY SUNDAY MARKET
ATHERTON RD- HANOVER ST CAR PARK – OAKLEIGH
TERMS & CONDITIONS FOR OPERATING STALL SITES**

Version 4 October 2025

DEFINITIONS

The Rotary Club of Oakleigh Clayton Huntingdale Inc. A0106510S ('RotaryOCH')
Oakleigh Rotary Sunday Market ('the Market')
Car Park at Hanover Street, Oakleigh ('the Car Park')
Terms & Conditions for Operating Stall Sites ("Conditions")
StallHolder ("Trader")

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EXECUTIVE SUMMARY

1. The market operates every Sunday except Christmas Day & Anzac Day.
2. Market trading hours are **8AM to 1PM**.
3. Set up is **6AM to 8AM** - no vehicle movement after 8AM.
4. Sites must be packed up & vacated by **2PM**.
5. **Site price is \$30**.
6. **Bookings through Ozee Markets via <https://market.rotaryoch.org.au/>**
7. Discounts apply for multiple sites or if you have your own Market Insurance.
Insurance Certificate to be uploaded at time of booking to access Insurance discount.
8. Site size - A public car park space (min 2.5 metre x 4.3 metre), nothing else provided. You must operate within the site. If you wish to retain your vehicle on site to trade from it, anything larger than a standard sedan will require TWO [2] sites. A 3m X 3m gazebo will require TWO [2] sites. **Please decide in advance how many sites you require to book.**
9. Powered Sites – A limited number of sites are available. Extra charges may apply.
10. **NO VEHICLE MOVEMENT THROUGHOUT THE MARKET BETWEEN 8 AM & 1 PM** Vehicles to be located in the carpark or neighbouring streets.
11. **FOOD** - Traders selling ANY FOOD must comply with the Food Act and must have a current **City of Monash** Statement of Trade which is obtained using your own registered FOODTRADER account. <https://foodtrader.vic.gov.au> Apply for an extended period, to avoid having to reapply. **The Statement of Trade must be uploaded at time of booking.**
12. **WEATHER** - It is an open-air market subject to weather, **which you accept at your own risk**. It is recommended you have a gazebo which fits within the site space, with appropriate restraining weights. **No swaps exchange or credit due to weather conditions.**
In the event of severe weather conditions; heavy continuous rain, strong winds or extreme heat, RotaryOCH may at its discretion before 10 AM decide to cancel the Stall Holder obligation to remain in the Market, in which case Traders **then present will be issued a complimentary booking email**

for the following Sunday.

- 13.** RotaryOCH reserves the right to refuse admission to, or eject, any person from the market, without providing any reason.
- 14.** Your “on-line” booking will be registered by email **and validated by Thursday evening prior to Market Day**, subject to RotaryOCH reserving the right to change the site number booked to meet market day logistical requirements.
- 15.** All Casual Traders **must register at the RotaryOCH Caravan on Market Day before set up.** Traders not on site & set up by 8AM will forfeit their booking.
- 16.** Permanent Traders have reserved sites until Midnight Thursday before Market Sunday. If not purchased by this time, the sites for that Sunday will be released for general purchase.
- 17.** You must agree to & accept the full Market Terms & Conditions Version 4 September 2025 at the time of booking.

APPLICATION

These Conditions apply to the operation of the Market consistent with the requirements of the City of Monash.

1. ALLOCATION OF STALL SITES

While traders can select sites from the market map at time of booking, RotaryOCH reserves the right to re-allocate stall sites, in the best overall operation of the Market, from time to time. Traders must accept the allocated Stall site/s as allotted to them. The stall site allocated will be identified on the Market Email confirming the Booking as provided to each Trader.

2. COMPLIANCE

RotaryOCH operates the Market under Licence from the Monash City Council. These “Conditions” reflect the conditions of the Licence, which must be complied with by all Traders.

Traders must comply with all relevant laws and any requirement of any authority in connection with the Market and the Trader’s use of the stalls.

Traders must comply with all directions of RotaryOCH members or volunteers.

3. GOODS

No poisonous products, prescription medications, illegal or offensive items are to be offered for sale. No animals or livestock shall be sold or offered for sale in the Market.

Food stalls must produce the appropriate food permits registered with the City of Monash.

All people trading in second-hand goods must register with the Business Licensing Authority. For a free information brochure and registration form, call 1300 135 452.

This does not apply to people selling their personal possessions.

No firearms, ammunition, explosives, weapons or dangerous goods shall be brought into or sold in the Market area. No alcoholic liquor may be offered for sale or consumed within the Market area.

RotaryOCH shall not be responsible for the compliance by a Trader with any By-law, Regulation, Act or Statute.

RotaryOCH accepts no responsibility for any transaction entered into in the Market area.

4. LOSS & DAMAGE

RotaryOCH accepts no liability for the loss or damage of any kind suffered by any person who enters the Market area, howsoever such loss or damage may occur, and all persons who enter the Market area, including Traders, do so at their own risk.

The Trader agrees to indemnify RotaryOCH 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 Trader or his agents or servants, or RotaryOCH or its members or volunteers.

5. TRADING HOURS

The Market trading hours are **8.00AM to 1.00PM. This is a Monash Council stipulation.** Sites may be occupied **from 6.00AM** (not before) for set up.

Stalls not occupied by **8.00AM** may be forfeited. Stall sites must be packed up and vacated by **2.00PM**. For the Market to be successful the public must be able to rely on consistent attendance of Traders at the Market.

6. STALL SPACE

Traders must operate within the confines of the stall space allocated. No items are to be placed in walkways. Un-authorised use of 'vacant' stalls is prohibited.

Sites are public car park (min 2.5 metre x 4.3 metre). If you wish retain your vehicle on site & trade from it, anything larger than a standard sedan will require TWO or more sites.

7. COST

The Site Rental Cost is **\$30** per Sunday rental, with discounts for multiple site hire, the discount is applied at time of booking.

A discount may apply for traders that have the required insurance subject to traders uploading the respective insurance document and verifying its expiry date at time of booking.

RotaryOCH will provide advance notice in the case of any changes to stall site cost.

8. METHOD OF PAYMENT

Preferred - Credit Card via Ozee Markets Stall Booking System. whenever made. EFTPOS is the second preferred payment method, for bookings made in the Market. Cash payment will only be accepted if the Trader advises they don't have a debit/credit card. **An additional charge of \$10 will apply to bookings NOT made through the on-line booking system.**

No refunds will be given.

9. BOOKING

Booking is on line at [Ozee Markets Stall Booking System](#) Stalls may be booked **ONLY by payment in advance**, at the discretion of RotaryOCH.

Permanent Traders stall sites will be reserved for the following & future Sundays by agreement with RotaryOCH, at its discretion. Reserved sites must be confirmed by the trader and payment made by no later than Thursday midnight before the Sunday market in question. Failure to pay for & confirm the booking by that time, will automatically release the site/s to on-line casual booking by other parties. Casual stall sites are available for booking via the website in advance at any time, as are Permanent Sites released from reservation after Thursday Midnight before the Sunday Market.

Stalls not occupied by 8.00AM will be forfeited to casuals requiring stalls. However, consideration will be given to restoring the stall to the stall holder for the following week through the reservation system.

Once a Booking is confirmed NO cancellation refund or exchange of booking will be accepted.

In exceptional circumstances, due to Trader ill health or other significant event, details of which are texted to the Market phone by 6 PM on the evening before the Market, RotaryOCH may, at its discretion, transfer the Booking to the next or a future Market.

10. PARKING

Vehicles not parked in Stall Spaces are to be parked legally in surrounding streets or in designated car parks.

11. PUBLIC / PRODUCT LIABILITY INSURANCE

All Traders should be insured for Public Liability, & Product Liability of not less than \$10,000,000.

RotaryOCH will, purchase Market Insurance on behalf of stallholders who have not provided evidence of current insurance. The cost of this insurance is included in the Site Cost.

A discount applies to Traders who have their own Insurance and upload a valid certificate of currency from their insurance company into the Booking System.

12. PUBLIC HEALTH

All Traders and their staff are encouraged to

- stay home and avoid contact if feeling unwell.
- wear appropriate Personal Protective Equipment (PPE) and encourage social distancing when

- appropriate
- Have hand sanitisation available to customers – complimentary hand sanitation is available from RotaryOCH

13. OCCUPATIONAL HEALTH & SAFETY

Traders must comply with all Occupational Health & Safety law in relation to their employees, volunteers and the public, and any specific Health & Safety requirements issued by RotaryOCH, including an Evacuation Plan.

A copy of the Evacuation Plan is available on display at the RotaryOCH caravan.

A First Aid Kit, Defibrillator, Fire Extinguisher & Fire Blanket is also available in the caravan.

14. TRAFFIC MANAGEMENT

Traders must comply with the Market Traffic Management Plan as issued by RotaryOCH from time to time, including all signage.

A copy of the Plan is available and on view at the RotaryOCH caravan.

In the interest of public safety, vehicle movement in the market is prohibited between 8.00AM and 1 PM. In special circumstances, vehicle movement between 12 Noon & 1 PM may be approved and escorted by a Rotarian. Speed limit 5KPH (walking pace)

15. RUBBISH, WASTE MANAGEMENT & ENVIRONMENTAL SUSTAINABILITY

Your allocated site and surrounding area must be left clean at the conclusion of the market.

All rubbish & unsold goods must be taken away & **any spillage or waste left by the public, as a consequence of your activity must be removed.**

You must also comply with the Monash City Council, Environmental Sustainability Guidelines.

A copy of the Guidelines is available for viewing at the RotaryOCH caravan & can be downloaded from the Council website.

Do not dispose of rubbish into shop bins.

16. FOOD HANDLING

All Traders selling food must comply with the Food Act 1984, and hold a current Registration Certificate and Statement of Trade with Monash Council, **a copy** of which is to be provided to RotaryOCH by uploading at the time of booking. A copy of the certificate will be kept on file & must be renewed when it expires.

Appropriate registration can be obtained at: [Streatrader | Home \(health.vic.gov.au\)](https://www.health.vic.gov.au/streatrader/home)

17. STRUCTURES, TREES GARDENS & FENCES

All demountable structures must be sturdy and made secure to withstand changing wind and weather conditions, using suitable weights.

For the avoidance of doubt, attaching structures, ropes, signage to the trunk or branches of trees, the use of pegs or stakes into garden or tarmac, and the location of any item in garden areas is prohibited. Fence lines are to be kept clear at all times and no structures, goods or items are to be attached to fences.

18. CHILD SAFETY

The Market must comply with the Child Wellbeing and Safety Act.

If you see or believe there is unsafe behaviour towards a child, and/or a child needs protection, you should immediately advise the Police by ringing **000**.

A summary of your obligations under the Act is on view and available at the RotaryOCH caravan.

19. PROHIBITED ACTIVITY

The selling of any items that would breach Australia's International Property Law is prohibited.

Vending machines are prohibited.

20. MARKETING

RotaryOCH reserves the right to publish photographic images of Traders and/or their stall sites taken at the Market for use in promotional material.

21. CONDUCT REFUSAL, COMPLAINTS & DISPUTES

RotaryOCH wishes to provide a friendly, pleasant and safe environment for the public to enjoy. Stallholders are therefore required to observe acceptable standards of courtesy and behaviour, towards the public, other stall holders and Rotary Volunteers. RotaryOCH reserves the right to refuse admission to the Market, to any person and to eject or cause to be ejected any person and/or his/her goods and chattels without giving any reason for the same.

RotaryOCH has a Disputes and Complaints Procedure & Register which is available for viewing at the RotaryOCH caravan.

RotaryOCH reserves the right, to decide on or arbitrate all disputes with or between Traders in what it believes is the best overall interest of the Market.

Stall holders committing any offence such as using indecent language, assault, theft, fraud, possession of stolen goods, etc. may be reported to the police.

22. WEATHER

It is an open-air market subject to weather, **which Traders accept at your own risk**. It is recommended you have a gazebo which fits within the site space, with appropriate restraining weights, or otherwise provide protection against weather conditions. On wet, heat or inclement days, Traders are still required to attend the Market at the commencement time or risk forfeit of their stall site. **No swaps exchange or credit due to weather conditions.**

In the event of severe weather conditions; heavy continuous rain, strong winds, or extreme heat, RotaryOCH may at its discretion **before 10AM** decide to cancel the Stall Holder obligation to remain in the Market, in which case Traders **then present will be issued a complimentary booking email for the following Sunday**. Preference will be given to the same stall position where possible, however in some cases casual stallholders may be required to accept a different stall number. After cancellation, Traders wishing to remain in the Market may do so at their own discretion.

Stall Holders wishing to leave prior to the RotaryOCH decision (to be made by 10AM) will not receive a complimentary booking & must rebook for the following week in the normal way.

If weather change occurs after 10 AM NO Market Cancellation decision will be made.

23. AGREEMENT

The Trader acknowledges and accepts the application of these Terms and Conditions.

For the avoidance of doubt, the regulation of: Approved Goods, Site Boundaries, Deliveries, Market Management, Behaviour and Noise Control shall be at the sole discretion of RotaryOCH.

24. ACCEPTANCE UNDERTAKING

As a Trader I understand and accept these Conditions for renting a stall location at the Market by ticking the acceptance box when booking on line, or as otherwise purchasing a booking.

25. CONTACT DEATAILS

Rotary OCH - Market Manager

Email: rotaryOCH@icloud.com

Mobile: 0466 546 059 (Text Preferred)

Post Address: PO Box 100 Oakleigh Vic 3166

All Documents, Market Newsletters, Promotion on the Website: www.rotaryoch.org.au

Facebook: <http://www.facebook.com/Rotaryoch9810/>

**PLEASE UNDERSTAND THAT FOR THE MARKET TO BE SUCESSFUL,
THE PUBLIC MUST BE ABLE TO RELY ON YOUR CONSISTENT ATTENDANCE AT THE MARKET**

ROTARYOCH ACKNOWLEDGES THE SUPPORT OF THE CITY OF MONASH.

Version 4

October 2025