The SUNDAY MARKET at MERCHANT SQUARE CONDITIONS OF ENTRY

SOUTH AUSTRALIAN PRODUCE MARKET LIMITED | ABN 49 008 129 566

These Conditions of Entry apply to members of the public attending The Sunday Market at Merchant Square within the South Australian Produce Market precinct at Pooraka, South Australia. Stallholders and other authorised market participants are subject to separate agreements, rules and operating requirements.

1. APPLICATION AND ACCEPTANCE

1.1 The Sunday Market at Merchant Square is operated by South Australian Produce Market Limited (SAPML) for members of the public to visit independent stallholders, purchase goods and services, and participate in market activities.

1.2 Entry to the Market is subject to these Conditions of Entry.

1.3 By entering the Market, a Visitor agrees to comply with:

(a) these Conditions of Entry;

(b) signs and notices displayed within the Market and relevant public areas of the South Australian Produce Market precinct; and

(c) reasonable directions given by Market staff, South Australian Produce Market Limited (SAPML) personnel, security personnel, traffic controllers, emergency services or other authorised personnel.

1.4 These Conditions are made available before entry through the Market website and/or a QR code or web link displayed at public entrances.

1.5 A person who does not agree to these Conditions should not enter the Market.

2. ENTRY, ADMISSION AND RE-ENTRY

2.1 Entry is permitted only during the Market's advertised public trading hours and through designated public entrances.

2.2 An entry fee may apply. The applicable entry fee, together with any concessions or exemptions, will be displayed at the Market entrance or otherwise advised by SAPML.

2.3 Where an entry fee applies, it must be paid before admission unless the Visitor is entitled to an exemption or has otherwise been authorised to enter.

2.4 The entry fee is for **admission to the Market only**. It does not include any goods or services offered by stallholders.

2.5 Payment of an entry fee does not guarantee:

(a) the attendance of any particular stallholder;

(b) the availability of any particular product or service;

(c) the availability of any particular activity, entertainment or attraction; or

(d) that all stallholders will remain trading for the entire Market Day.

2.6 The stallholder mix, products, services and activities may change from one Market Day to another, including at short notice.

2.7 Same-day re-entry is permitted during the advertised public trading hours, subject to the Visitor presenting the ticket, pass, stamp or other evidence of entry required by SAPML for that Market Day.

2.8 Re-entry may be temporarily restricted where reasonably necessary because of an emergency, site closure, capacity, safety, security or operational requirements.

2.9 Nothing in these Conditions limits any entitlement to a refund or other remedy that a Visitor may have under the Australian Consumer Law or another law that cannot be excluded.

3. INDEPENDENT STALLHOLDERS AND CUSTOMER PURCHASES

3.1 The Market brings together a changing mix of independent stallholders, traders, producers, retailers, food businesses and service providers, many of whom trade from temporary stalls or temporary market setups.

3.2 Unless expressly stated otherwise, each stallholder **operates independently from SAPML** and sells its goods or services directly to its customers.

3.3 A stallholder's approval or permission to trade at the Market does not make that stallholder an employee, agent, partner or representative of SAPML.

3.4 Unless SAPML expressly states that it is the supplier, SAPML is not the seller or supplier of goods or services offered by an independent stallholder and is not a party to the transaction between a customer and that stallholder.

3.5 SAPML does not ordinarily set or control a stallholder's retail prices and does not manufacture, prepare or produce the stallholder's goods or make warranties or representations on the stallholder's behalf.

3.6 SAPML may establish application, safety, insurance, compliance, presentation and operating requirements for stallholders. Those requirements do not transfer responsibility for a stallholder's products, services or individual customer transactions to SAPML.

3.7 Customers choose whether to inspect, purchase or consume goods or services offered by a stallholder and should make those purchasing decisions using their own judgement and discretion.

3.8 Each stallholder remains responsible for its own goods and services and for complying with the laws and consumer obligations that apply to its business.

3.9 Customers with allergies, dietary requirements, product-specific questions or other special requirements should make appropriate enquiries directly with the relevant stallholder before purchasing or consuming a product.

3.10 Questions, complaints, returns, refunds or other concerns relating to a product or service should ordinarily be raised directly with the stallholder that supplied it. SAPML may assist in identifying or contacting a stallholder where reasonably practicable but is not required to determine or resolve a dispute between a customer and an independent stallholder.

3.11 Nothing in these Conditions excludes, restricts or modifies any right, guarantee, remedy or liability that cannot lawfully be excluded, including rights under the Australian Consumer Law.

4. PUBLIC MARKET AREAS AND RESTRICTED AREAS

4.1 The Sunday Market at Merchant Square operates within the wider South Australian Produce Market precinct.

4.2 Public admission to The Sunday Market at Merchant Square does not provide general access to the South Australian Produce Market precinct.

4.3 Visitors must remain within areas designated for public Market use and must not enter:

- **(a)** wholesale trading or operational areas;
- **(b)** loading or unloading areas;
- **(c)** warehouses, sheds or buildings not open to the public;
- **(d)** areas closed by gates, barriers or signs;
- **(e)** staff-only or stallholder-only areas; or
- **(f)** any other area identified as restricted.

4.4 Visitors must not move, bypass or pass through barriers, gates or other controls used to separate public areas from operational or restricted areas.

4.5 A Visitor who enters a restricted or unsafe area may be directed to leave that area or the Market.

5. SITE SAFETY

5.1 The Market is conducted in an active commercial precinct and includes temporary stalls, marquees, displays, equipment, vehicles and other normal features of an operating market.

5.2 Visitors must take reasonable care for their own safety and the safety of others.

5.3 Visitors should take particular care around:

- **(a)** temporary structures and stall equipment;
- **(b)** queues and busy pedestrian areas;
- **(c)** cable covers, mats and other temporary floor treatments;
- **(d)** wet, uneven or changing surfaces;
- **(e)** trolleys and other manually moved equipment;
- **(f)** roads, crossings, car parks and vehicle access areas; and
- **(g)** areas affected by weather or temporary operating conditions.

5.4 Visitors must comply with safety signs, barriers, directions and temporary changes to pedestrian or vehicle access.

5.5 Emergency exits, fire equipment, access roads and emergency vehicle routes must be kept clear at all times.

5.6 Visitors must not interfere with Market equipment, electrical equipment, temporary structures, barriers, vehicles or stallholder equipment unless authorised to do so.

6. VEHICLES AND PARKING

6.1 Visitors bringing a vehicle onto the precinct must use designated visitor entrances, roads and parking areas.

6.2 Parking is subject to availability. Entry to the Market does not guarantee the availability of a parking space.

6.3 Vehicles must:

- **(a)** be parked only in areas designated for public parking;
- **(b)** comply with all displayed speed limits and traffic controls;
- **(c)** follow directional signs and reasonable directions from authorised personnel;

(d) give way to pedestrians where required;

(e) keep emergency, fire and operational access clear; and

(f) not enter the public stall area or another restricted area unless authorised.

6.4 Temporary traffic or parking arrangements may be introduced where reasonably required for safety, congestion, emergencies or Market operations.

6.5 Vehicles and their contents remain the responsibility of their owners or drivers, subject to any liability that cannot lawfully be excluded.

7. CCTV AND VEHICLE MONITORING

7.1 Visitors are notified that closed-circuit television (CCTV) operates across the South Australian Produce Market precinct, including public areas used by The Sunday Market at Merchant Square.

7.2 Vehicles entering and leaving the Main Square and other monitored access points may be scanned or recorded by vehicle monitoring systems. This may include the capture of vehicle images, registration details and entry or exit information.

7.3 CCTV footage and vehicle monitoring information may be used by SAPML for legitimate site purposes, including safety, security, access management, traffic management, incident investigation, loss prevention and the operation and protection of the precinct.

7.4 CCTV footage and vehicle monitoring information may be accessed, used or disclosed where reasonably required for those purposes or where required or authorised by law, including to police, emergency services, insurers, legal advisers or relevant authorities where appropriate.

7.5 CCTV footage and vehicle monitoring information that identifies or could reasonably identify an individual will be handled in accordance with applicable privacy law and the relevant privacy policy.

7.6 CCTV and vehicle monitoring are separate from photography and filming undertaken for marketing, promotional or communication purposes under section 12.

8. VISITOR BEHAVIOUR

8.1 Visitors must behave in a lawful, safe and respectful manner.

8.2 Visitors must not:

(a) engage in threatening, violent, abusive, harassing or intimidating behaviour;

(b) create an unreasonable nuisance or disturbance;

(c) deliberately damage or misuse property;

(d) interfere with stallholders, customers, staff or Market operations;

(e) obstruct entrances, exits, pedestrian routes, roads or emergency access;

(f) engage in dangerous or reckless activity;

(g) bring, use or handle any item in a manner that creates an unreasonable risk to another person;

(h) undertake illegal activity; or

(i) refuse a reasonable safety, security or operational direction given by an authorised person.

8.3 Selling, soliciting, fundraising, distributing promotional material, conducting surveys, promotional activity, commercial activity or organised campaigning within the Market requires prior approval from SAPML.

8.4 Visitors must place rubbish and other waste in the appropriate bins or waste facilities provided.

9. SMOKING, VAPING, ALCOHOL AND PROHIBITED SUBSTANCES

9.1 Smoking and vaping are prohibited within areas identified as smoke-free, including the public Market area where applicable.

9.2 A Visitor must not enter or remain at the Market where intoxication or impairment causes, or is reasonably likely to cause, a safety risk, disturbance or unacceptable behaviour.

9.3 Alcohol must not be brought into or consumed within the Market unless the consumption has been expressly authorised and is permitted under any applicable license or approval.

9.4 Illegal drugs and unlawful controlled substances are prohibited.

10. CHILDREN AND YOUNG PEOPLE

10.1 Parents, guardians and other responsible adults remain responsible for children in their care while attending the Market.

10.2 Children must be appropriately supervised having regard to their age and the conditions within the Market.

10.3 Children must not be permitted to enter vehicle routes, operational areas, restricted areas or areas behind stalls unless authorised.

10.4 A missing or separated child should be reported to Market staff immediately so the Market's response procedures can be activated.

11. ASSISTANCE ANIMALS

11.1 Assistance animals are permitted in accordance with applicable law.

11.2 Other animals are not permitted within the Market.

11.3 A person accompanied by an assistance animal remains responsible for the animal's behaviour and control while at the Market.

12. PHOTOGRAPHY, FILMING AND PROMOTIONAL CONTENT

12.1 Photography and filming may take place within the Market from time to time.

12.2 SAPML and persons authorised by it may take photographs, video or other recordings of the Market for legitimate business and communication purposes, which may include:

- **(a)** Market promotion and advertising;
- **(b)** websites and social media;
- **(c)** newsletters and other communications;
- **(d)** media and public relations;
- **(e)** corporate publications and reports; and
- **(f)** recording Market activities and events.

12.3 Photography or filming may include general images of the Market environment, stalls, activities and crowds. A Visitor may therefore appear incidentally in a photograph or recording.

12.4 Where reasonably practicable, consent will be sought before an identifiable person is deliberately photographed or filmed as the primary or featured subject of promotional content.

12.5 Particular care will be taken where a child is intended to be the primary or featured subject of photography or filming. Where appropriate, permission will be sought from a parent or guardian before that image is used for promotional purposes.

12.6 A Visitor who does not wish to be deliberately photographed or filmed should advise Market staff or the photographer. SAPML will take reasonable steps to respect that request.

12.7 A person who has a concern about an image published by SAPML may contact the Market using the contact details published on its website. Requests will be considered having regard to the circumstances and applicable privacy requirements.

12.8 Personal information, including identifiable photographs and recordings, will be handled in accordance with applicable privacy law and the relevant privacy policy.

12.9 Personal photography by Visitors is permitted where it is reasonable, lawful and does not interfere with Market operations or unreasonably intrude on another person's privacy.

12.10 Professional or commercial photography, filming or content production within the Market requires prior approval from SAPML.

12.11 To the extent permitted by law, a Visitor appearing in a photograph, video or other recording taken in accordance with this section grants SAPML a non-exclusive, royalty-free license to use that image or recording for the purposes described in clause 12.2.

13. PERSONAL PROPERTY

13.1 Visitors are responsible for their personal property while attending the Market.

13.2 Visitors should not leave personal belongings unattended.

13.3 To the extent permitted by law, SAPML is not responsible for lost, stolen or damaged personal property, including property left in a vehicle, except to the extent that the loss or damage is caused by SAPML's negligence or where liability cannot lawfully be excluded.

13.4 Lost property handed to Market staff may be managed in accordance with the Market's lost property procedures.

14. WEATHER, EMERGENCIES AND CHANGES TO MARKET OPERATIONS

14.1 The Sunday Market at Merchant Square generally operates in a range of weather conditions. Public safety takes priority over normal trading arrangements.

14.2 SAPML may delay opening, alter trading hours, restrict access, relocate activities, suspend part of the Market or close the Market where reasonably required because of:

- **(a)** extreme heat;
- **(b)** strong wind;
- **(c)** heavy rain, flooding or storm activity;
- **(d)** bushfire conditions or warnings;
- **(e)** an emergency or safety incident;
- **(f)** power, infrastructure or site failure;
- **(g)** a direction from an emergency service, government authority or other authorised body; or
- **(h)** another circumstance that makes normal operation unsafe or impractical.

14.3 Changes may be made before or during a Market Day and, where circumstances require immediate action, may occur without advance notice.

14.4 Visitors must follow emergency instructions and directions given by Market staff, SAPML personnel, emergency services or other authorised personnel.

15. REFUSAL OF ENTRY AND REMOVAL

15.1 SAPML may refuse entry or direct a Visitor to leave where it reasonably considers this necessary because:

- **(a)** these Conditions have been breached;
- **(b)** the person presents a safety or security risk;
- **(c)** the person's conduct is disrupting the Market or other people;
- **(d)** the person has entered a restricted area;
- **(e)** the person refuses a reasonable direction; or
- **(f)** refusal or removal is otherwise reasonably required for the safe and proper operation of the Market.

15.2 A Visitor directed to leave must do so promptly and must follow reasonable directions concerning the route by which they leave.

15.3 Where appropriate, SAPML may restrict a person's future access to the Market. The restriction may be temporary or permanent at SAPML's discretion where reasonably required for safety, security or operational reasons

15.4 Where a Visitor is removed because of their own breach of these Conditions, an entry fee will not ordinarily be refunded, except where required by law.

16. RISK AND RESPONSIBILITY

16.1 Visitors attend and move around the Market using reasonable care and at their own discretion.

16.2 Visitors acknowledge that the Market operates within an active commercial produce market precinct and contains temporary structures, vehicles, equipment, pedestrian traffic and other conditions ordinarily associated with a working market environment. Visitors accept the ordinary and obvious risks associated with attending the Market and agree to take reasonable care of their own safety and the safety of others.

16.3 To the extent permitted by law, SAPML is not responsible for the independent acts or omissions of:

- **(a)** stallholders;
- **(b)** other Visitors;
- **(c)** entertainers, contractors or third parties; or
- **(d)** other persons over whom SAPML does not exercise control,

except to the extent that the law makes SAPML responsible for that conduct.

16.4 Nothing in these Conditions excludes, restricts or modifies:

- **(a)** a duty or liability that cannot lawfully be excluded;
- **(b)** liability arising from SAPML's own negligence where that liability cannot lawfully be excluded; or
- **(c)** any consumer guarantee, right or remedy that cannot be excluded under the Australian Consumer Law.

16.5 A Visitor may be responsible for loss or damage that the Visitor causes through unlawful, deliberate or negligent conduct, subject to applicable law.

17. MARKET RULES AND SITE DIRECTIONS

17.1 As the Market operates within the South Australian Produce Market precinct, additional site safety, emergency, security, traffic and access requirements may apply.

17.2 Visitors must comply with signs and reasonable directions applying to the public areas they are permitted to use.

17.3 Visitors must also comply with any site-wide safety, security, traffic, emergency management or access requirements notified by SAPML from time to time and applicable to persons attending the Market.

17.4 Where there is an inconsistency between these Conditions and an immediate safety or emergency direction from an authorised person, the safety or emergency direction must be followed.

18. CHANGES TO THESE CONDITIONS

18.1 SAPML may amend these Conditions from time to time where reasonably required to reflect changes in law, Market operations, safety requirements or site arrangements.

18.2 The Conditions applying on a particular Market Day are the current Conditions made available at the Market entrance or through the Market website or QR code.

19. GENERAL

19.1 If any part of these Conditions is found to be invalid or unenforceable, the remaining provisions continue to apply to the extent permitted by law.

19.2 These Conditions are governed by the laws of South Australia.

19.3 These Conditions do not replace or reduce any rights or obligations imposed by law.

19.4 SAPML may, where reasonably necessary for safety or security purposes, request a Visitor to permit inspection of bags or other personal items. A Visitor may refuse such a request; however, SAPML may refuse entry or require the Visitor to leave the Market where it reasonably considers this necessary for safety or security purposes.

19.5 A Visitor must not ride a bicycle, scooter, skateboard or similar recreational device within the Public Market Area. Visitors using such devices must dismount and walk or carry them while within the Public Market Area, unless otherwise authorised by SAPML. This clause does not apply to mobility or accessibility devices being used for their intended purpose.

20. DEFINITIONS

Market	The Sunday Market at Merchant Square conducted within the designated public market areas of the South Australian Produce Market precinct at Pooraka, South Australia.
Market Day	The day on which The Sunday Market at Merchant Square is advertised as being open to the public.
Public Market Area	Those parts of the precinct designated by SAPML for public access on Market Day.
Operator or SAPML	South Australian Produce Market Limited ABN 49 008 129 566 and, where the context permits, its authorised officers, employees, agents, contractors and representatives.
Stallholder	An independent trader, vendor, producer, retailer, food business, service provider or other business authorised to trade or operate at the Market.
Visitor	A member of the public attending the Market and does not include a Stallholder acting under a separate stallholder agreement or operating arrangement.

DOCUMENT CONTROL

Document	The Sunday Market at Merchant Square Conditions of Entry
Version	October 2026
Contracting entity	South Australian Produce Market Limited ABN 49 008 129 566
Next review	As required or following a material change to Market operations