

# Regulations of Murdoch Guild MarketDaze and Guild Events

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These Regulations apply to all Stallholders. Strict compliance with them is a term and condition of the contract for the use of a stall site. Stallholders must appreciate that MarketDaze and other Guild events are also a community activity and not a purely commercial activity. It is essential, therefore, that all Stallholders cooperate and play their part in ensuring that MarketDaze and Guild events are profitable, enjoyable and safe for everyone.

Enquiries about these Regulations should be made to the Guild Projects Manager or, if they are not available, to the Guild General Manager. The Guild is always interested in ways to improve MarketDaze and other events; written comments on these Regulations are welcome and will be reviewed regularly.

## Commercial and Administrative Terms

### 1. The Parties

1.1 MarketDaze and other Guild events are operated by Murdoch University Guild of Students (the 'Guild'). The Guild is a not-for-profit organisation and a registered charity.

1.2 MarketDaze and other Guild events are held on the grounds of Murdoch University ("The University"); as such, all those involved in the events must abide by any policies or procedures set by The University regarding regulations, activities and other conduct on campus.

1.3 The Stallholder is the applicant seeking to reserve a stall site as listed on the application in the online booking system. This designation applies collectively to external organisations, university departments and Guild-registered clubs, except where otherwise specified.

1.4 Student Clubs refers to any club or society that is properly registered with The Guild and complies with all terms and conditions related to that registration.

1.5 Any reference in these Regulations to the Stallholder includes a reference to the employees, casual workers, contractors, outworkers, agents, volunteers or other staff of the Stallholder.

### 2. Bookings

2.1 All bookings for stalls at MarketDaze and other Guild events must be made online through the Guild website at [www.the-guild.com.au](http://www.the-guild.com.au).

2.2 A booking will only be valid if it has been made online and has been confirmed by email from the Guild.

2.3 The requirements of Regulations 2.1 and 2.2 may only be waived by the Guild Projects Manager and only in exceptional circumstances.

2.4 The Guild may refuse any booking for any reason including, but not limited to, breaches of these Regulations.

2.5 Past approval of a particular stall or stall placement does not confer an automatic entitlement to that stall or stall site in the future. The Guild will, however, do all that it reasonably can to allocate to regular Stallholders the stall site of their choice. To reduce the chance of disappointment, Stallholders desiring a particular stall site should discuss this with the Guild and must book the relevant MarketDaze or event date at least 21 days in advance.

2.6 It is a serious breach of these Regulations for Stallholders to set up for business if they do not have a valid booking, or to claim a stall site other than the one they have been allocated. Such conduct causes significant problems and inconvenience for the Guild, the University and for other Stallholders. In these circumstances, the offending Stallholder must pay an additional charge of \$40.00 and must also comply immediately with any directions that may be issued by either the Guild or the University. These directions may include requiring the offending Stallholder to move to another stall site or to leave the market. Repeat offenders may be banned from visiting at any future markets.

### 3. Stall Hire and Other Charges

3.1 As from 1 January 2017, the MarketDaze stall hire and other charges are:

External Packages	Pitch Only (no power)	Pitch + Table (no power)	Pitch Only (with power)	Pitch + Table (with power)
1 Market	\$24	\$30	\$55	\$65
6 markets (5% off)	\$136.80	\$171.00	\$313.50	\$370.50
11 markets – Full semester (20% off)	\$211.20	\$264.00	\$484.00	\$572.00

Festival Day charges for 2017 are as follows:

Type of Organisation/ Group	No Power	Power
Current Market Daze Stallholder*	\$70	\$100
General Independent Stallholder	\$180	\$210
University Department	\$130	\$160
Corporate/Commercial Group	\$600	\$630
Local Community Group	\$75	\$100
NGO/Not for Profit**	\$126	\$160
Government Agency	\$340	\$370

\*Market Daze Stallholders: Someone who has paid for a stall at the regular Thursday Market Daze, excluding previous Festival Days, at least twice since January 2017.

\*\*Not for Profit Organisations must be a registered charity or Not for Profit association.

3.2 Discounts are available when booking multiple markets at the same time.

3.3 Discounts are available to academic and professional departments of Murdoch University.

3.4 The Guild may amend these charges at any time on giving 14 days notice.

## **4. Payment**

4.1 Payment must be made by credit or debit card at the time of booking for external stallholders. University Groups will be issued with an invoice.

4.2 The requirements of Regulation 4.1 may only be waived by the Guild Projects Manager and only in exceptional circumstances.

## **5. Refunds**

5.1 Stallholders must accept the risk of bad weather or other disruptions to the markets, such as road works, and will not generally be entitled to a refund for these reasons.

5.2 If notice is given by the Monday preceding their booking, Stallholders may reschedule their MarketDaze attendance to an alternative date within the same semester. The rescheduling is not available for discounted multiple-market bookings.

5.3 Cancellations will not be accepted unless approved by the Guild Projects Manager and only in exceptional circumstances.

## **6. Trading Hours**

6.1 MarketDaze operates every Thursday between 10am and 2.00 pm.

6.2 Festival Days and other Guild events operate at various times throughout the year. Details regarding dates and operating times of these events will be published on the Guild Website.

## **7. Eligible Goods and Services**

7.1 Stallholders at MarketDaze or other Guild events must not sell any goods or services that are prohibited by the Guild in any list that may be published on the Guild website.

7.2 Stallholders selling original items must display such photographic evidence or other evidence that the Guild may require to establish that they are the designer and/or the maker of the goods that they offer for sale.

## **8. Exclusive Trading Rights**

8.1 MarketDaze and other Guild events operate on the basis of fair trading and competition. The Guild will not generally grant to any Stallholder the exclusive right to sell any particular goods or services.

8.2 The Guild may grant such rights to Stallholders in exceptional circumstances. The factors that the Guild will take into account when considering such applications will include, but not be limited to:

8.2.1 Whether the Stallholder is a regular attendee of long standing;

8.2.2 Whether the Stallholder has an excellent record of complying with the Guild's requirements;

8.2.3 Whether the nature of the goods or services being sold makes it appropriate for the Stallholder to request exclusivity – for example, if the Stallholder sells perishable goods such as fruit, vegetables or flowers.

8.3 If such rights are granted, the Guild gives no guarantees but will do all that it reasonably can to protect those rights and to prevent others from infringing those rights.

## **9. Site Use and Presentation**

9.1 Stallholders must operate strictly within the boundaries of the stall site that has been allocated to them. This site may be changed on the day without notice.

9.2 The presentation of stalls must be of a professional standard that is satisfactory to the Guild.

9.3 All stall equipment and furniture must be of a good quality.

9.4 Stall equipment and furniture including, but not limited to, tents, awnings and umbrellas, must be ballasted against strong winds. Ballasting must be by weighting only and not by affixing to the ground.

9.5 Trestle tables may be hired from the Guild for the hire charge that is set out in Regulation 3.1.

9.6 Stallholders must at all times keep their stall site and the immediate vicinity clear of rubbish or other obstacles that may impede pedestrian traffic.

## **10. Electricity Supply**

10.1 Stallholders requiring electricity must request this in advance and pay the associated fee, unless they have approval to use a portable generator.

10.2 Approval to use a portable generator can only be given by the Guild Projects Manager and only in exceptional circumstances. This approval must be in writing. It will not be given for the use of unsilenced portable generators.

10.3 All electrical equipment brought onto university grounds and used must be tested and tagged to show its safety. Random inspections will take place and stallholders with out of date items may be sent home – this is done by Murdoch University and stallholders must comply with university regulations.

## **11. Setting Up, Closing Down, Loading and Unloading**

11.1 Stallholders must set up, close down, load and unload strictly within the specified times.

### **11.2 Setting Up**

11.2.1 The setting up time is from 7.30am to 9.30am.

11.2.2 The Guild may refuse entry to any Stallholder who has not set up their stall by 10am, with no entitlement to a refund.

11.2.3 Stallholders may not drive onto Bush Court unless specific prior permission has been given. In such cases the Guild reserves the right to charge an additional administrative fee for this privilege.

### **11.3 Closing Down**

11.3.1 The closing down time is from 2.00 pm to 4.00 pm. If using a Guild table, it must be available to pack away by 2.15pm

11.3.2 All Stallholders must vacate their stall site by 4.00 pm.

11.3.3 Before vacating their stall site, Stallholders must remove all rubbish and do all other things that may be reasonably necessary to leave the stall site in the same condition that it was in before they set up their stall for the day. This obligation includes removing any rubbish that may be left by customers or which may have blown onto their stall site from elsewhere in the area. Any damage must be rectified to the satisfaction of the Guild and/or the University.

11.4 Stallholders must comply with any directions given to them by University security personnel.

11.5 When parking at the University, all Stallholders must display a valid parking permit in the appropriate zone of the car park. The Guild accepts no liability for fees relating to parking infringements.

11.6 External stallholders paying the full MarketDaze fee can purchase as many parking permits as they need per week. These can be bought for \$5 each from the Guild Shop on campus or from the Marketdaze coordinator. These need to be scratched off to show the date so that the inspectors can see the permit is valid only for one day.

## **12. Bad Weather and Other Disruptions**

12.1 MarketDaze and other Guild events operate in all weathers and will operate on the designated market day/event unless extreme weather or other disruptions that are beyond the Guild's control compel the Guild to close the markets/event.

12.2 If the MarketDaze/event is closed under Regulation 12.1, no refunds will be paid unless the cause of the cancellation is predominantly due to the fault of the Guild. The Guild will, however, make every effort to reschedule Stallholders' attendance.

## **13. Guild's Directions**

13.1 Stallholders must comply with all directions given to them by the Guild.

13.2 Stallholders must treat the staff of both the Guild and the University with courtesy and respect at all times. Any unacceptable behaviour including, but not limited to, aggression, abusive language or refusal to comply with a reasonable direction will be treated as a breach of a condition of these Regulations. Such a breach is likely to result in that Stallholder being required to leave the market immediately and being banned from trading at any future markets.

13.3 Subject to Regulation 13.4, if a dispute arises as to the reasonableness of a direction given by a member of the Guild or the University's staff, then that dispute may be referred to the Guild Projects Manager. Their decision will be final. If they are not available, then that dispute may be referred to the Guild General Manager.

13.4 Any direction given by the Guild regarding risk management or accident prevention must be complied with strictly and immediately.

13.5 To resolve serious problems, the Guild General Manager may put a final direction in writing.

## **14. Guild's Dispute Resolution Determinations**

14.1 The Guild may make determinations to resolve any dispute that may arise including, but not limited to, disputes between Stallholders and disputes between Stallholders and students or other members of the University community.

14.2 Any such determination will be made by the Guild Projects Manager and that determination will be final. If they are not available, the determination may be referred to the Guild General Manager.

14.3 To resolve serious disputes, the Guild may put a final determination in writing.

## **15. Stallholder's Warranties And Representations**

The Stallholder acknowledges and agrees that, by applying to reserve a stall site, the Stallholder makes the following warranties and representations:

15.1 That the statements made in the application in the online booking system are true, accurate and complete;

15.2 That the Stallholder has carefully read these Regulations and agrees to be bound by their terms and conditions;

15.3 That the Stallholder has the full legal and beneficial ownership of the goods that they offer for sale and that their ownership is free of any encumbrances;

15.4 That the Stallholder will not engage in any false or misleading conduct including, but not limited to, selling counterfeit goods or mislabelling goods;

15.5 That the Stallholder has the necessary licences or permission to sell the goods that they offer for sale;

15.6 That the Stallholder has the necessary licences, practising certificates, qualifications, training and experience to provide the services that they offer for sale.

## **16. Inspection of Documents**

Stallholders must at all times have available, for inspection by the Guild, copies of any licences or permissions that are required by Regulation 15.5.

## **17. Exclusion Of The Guild's Liability**

The Stallholder acknowledges and agrees that the Guild has not given any warranties or made any representations relating to the Stallholder's occupation or use of a stall site at MarketDaze or other Guild events, other than as are specifically set out in these Regulations. This includes, but is not limited to, any warranties or representations relating to:

17.1 The Stallholder's likely sales or profits; or

17.2 The benefits of the location of any particular stall site; or

17.3 The number of potential customers that are likely to visit the markets; or

17.4 The presence of other stallholders on the same market day selling the same or similar goods or services or the location of their stall site; or

17.5 The services and facilities that are available to the Stallholder other than as are expressly set out in these Regulations; or

17.6 The adequacy of security; or

17.7 The extent to which the Guild has carried out marketing or advertising to attract customers to the markets; or

17.8 The suitability of the markets for any particular purpose; or

17.9 The existence of any patent or latent defects at the markets.

## 18. Claims Against The Guild and/or the University

The Stallholder acknowledges and agrees that neither the Guild nor the University is liable for any claims arising from:

18.1 Damage to the goods or other property of the Stallholder; or

18.2 Theft of the goods or other property of the Stallholder; or

18.3 Injury, loss or damage suffered by any person at MarketDaze or other Guild events; or

18.4 Damage to or the theft of the property of any person at MarketDaze or other Guild events.

## Insurance Terms

### 19. Inspection of Insurance Policies

Stallholders must at all times have available, for inspection by the Guild, copies of any insurance policies required in Regulations 21 to 25.

### 20. Reliance on Statements Regarding Insurance

20.1 In agreeing to grant a stall site to the Stallholder, the Guild relies strictly on the warranties that the Stallholder has given and the representations that the Stallholder has made, in the online booking application, regarding insurance being true, complete and accurate.

20.2 Any significant breach of the insurance terms (Regulations 19 to 25), will result in the immediate termination of the agreement granting the stall site and the banning of the Stallholder from trading at any future markets.

### 21. Public Liability Insurance

21.1 Stallholders must have public liability insurance cover with all of the minimum features that are specified in Regulation 21.2.

21.2 Stallholders must have public liability insurance cover with the following minimum features:

21.2.1 Cover for public liability claims arising from personal injury for up to \$20,000,000.00;

21.2.2 Cover for public liability claims arising from property damage for up to \$20,000,000.00;

21.2.3 No exclusions relating to damage to the grounds on which MarketDaze operates; and

21.2.4 No other exclusions that the Stallholder would reasonably appreciate that the Guild and/or the University may regard as being material.

21.2.5 Ensure the insurance does not exclude shopping centres or instead ensure that the insurer names Murdoch University as an interested party or place where trading is acceptable.

### 22. Product Liability Insurance

22.1 Stallholders must have product liability insurance cover with all of the minimum features that are specified in Regulation 22.2.

22.2 Stallholders must have product liability insurance cover with the following minimum features:

22.2.1 Cover for product liability claims for up to \$20,000,000.00;

22.2.2 If applicable, no exclusions relating to cosmetics or other beauty products, medical products, mechanical goods, toys or second-hand electrical goods; and

22.2.3 No other exclusions that the Stallholder would reasonably appreciate that the Guild and/or the University may regard as being material.

### **23. Professional Indemnity Insurance**

23.1 If offering professional services, the Stallholder must have such professional indemnity insurance cover as is satisfactory to the Guild.

### **24. Workers' Compensation Insurance**

24.1 If employing staff, Stallholders must have workers' compensation insurance cover at the standard required by the Western Australia workers' compensation legislation.

24.2 This includes cover for staff who may not be 'employees' but who are still classified as 'workers' in that legislation such as some categories of contractors, casual workers and outworkers.

### **25. Motor Vehicle Accident Insurance**

25.1 Stallholders must appreciate that the entrances and some internal roads of Murdoch University are public thoroughfares. They must, at all times, have satisfactory insurance cover for liability for motor vehicle accidents arising from the operation and/or use of motor vehicles.

25.2 Without limiting the generality of Regulation 25.1, this includes that:

25.2.1 All drivers have a valid driving licence that has not expired or been cancelled and the driver must not have been disqualified from driving;

25.2.2 All drivers are fit to drive and are not affected by alcohol, drugs, medication, illness, physical disability or intellectual disability to a degree that would hamper safe driving performance; and

25.2.3 All motor vehicles are in a roadworthy condition, registered and are covered both by compulsory third party insurance (for personal injury claims) and by comprehensive third party insurance (for property damage claims).

# Risk Management and Accident Prevention Terms

## 26. Security

26.1 As stated in Regulation 17.6, the Operator gives no warranties and makes no representations regarding security. Stallholders must accept any security risk or make their own security arrangements.

26.2 Stallholders must report promptly to the Guild any security problems. This report should be made to the Guild Projects Manager. If they are unavailable, this report should be made to the Guild General Manager. Unless the circumstances make it unreasonable to do so, this report should be made in writing to assist the Guild to keep a register of such problems.

## 27. Fire Safety

Stallholders must comply strictly with the following requirements:

27.1 No Stallholders may use gas other than those Clubs that have booked a Guild BBQ;

27.2 Stallholders must not have any chemicals or flammable material in their stall site;

27.3 Stallholders must, at all times, ensure that there is clear access to the Bush Court area for fire engines, ambulances and the police;

27.4 Stallholders must comply with any guidelines prepared by any fire safety expert that the Guild and/or the University may engage; and

27.5 Stallholders must comply with any fire drills that may be arranged by the University.

## 28. Electrical Hazards

28.1 Any portable generators that may be approved by the Guild under Regulation 10.2 must, at all times, be in safe working order and be available for inspection by any electrical safety expert that the Guild may engage.

28.2 All electrical cords must be:

28.2.1 Regularly inspected to ensure that they are in a safe condition including, but not limited to, ensuring that they have not perished;

28.2.2 Kept well away from water; and

28.2.3 Kept well away from pedestrian areas or, where this is not possible, be securely taped to the ground to ensure that they do not cause tripping accidents;

28.3 All electrical appliances should be tested and tagged to show that they are safe to use.

## 29. Traffic Management

29.1 Stallholders must appreciate that the entrances and some internal roads of Murdoch University are public thoroughfares. When setting up, closing down, loading and unloading in these areas, they must exercise the same degree of care for their own safety and consideration for the safety of others that they should exercise on a public road.

29.2 Notwithstanding the generality of Regulation 29.1, Stallholders must comply with the motor vehicle accident insurance terms in Regulation 25.2.

## 30. Slipping Accidents

It is essential for all Stallholders to play an active part in reducing the risk of slipping accidents by:

30.1 Ensuring that there are no discharges from their stall site of any material that might cause slipping accidents including, but not limited to, oil, powder, water or other liquids, paper, metal fragments or broken glass;

30.2 Keeping their stall site and the immediate vicinity clean and free of such material; and

30.3 Reporting promptly to the Guild any slipping accidents or any hazards that might cause slipping accidents.

## 31. Tripping Accidents

31.1 To reduce the risk of tripping accidents, Stallholders must:

31.1.1 Keep their stall site and the immediate vicinity clear of anything that might obstruct pedestrian traffic and cause tripping accidents;

31.1.2 Comply with the requirements in Regulation 28.2 regarding electrical cords; and

31.1.3 Report promptly to the Guild any tripping accidents or hazards that might cause tripping accidents.

## 32. Dangerous Stall Features and Projections

32.1 Stallholders must ensure that their stall sites are free of any sharp corners or dangerous projections that might injure customers particularly of hard materials such as timber, metal or glass.

32.2 Mirrors must be laminated or contain only safety glass.

## 33. Additional Risk Management Requirements for Food Stallholders

33.1 Food Stallholders' public liability insurance must include cover for claims arising from the sale of hot food or from food contamination if applicable.

33.2 Food Stallholders warrant and represent that they have workers' compensation insurance at the standard specified in Regulation 24 and they acknowledge and agree that the Guild is not liable for any workers' compensation claim by any of their staff.

33.3 In the storage, preparation, cooking and service of food, Food Stallholders must comply strictly with all legal requirements and/or the recognised best practice standards including, but not limited to:

33.3.1 Holding all licences or permits that are required by the Western Australian Health Department or other relevant state government department or authority and by the City of Melville as the relevant local government authority;

33.3.2 Complying with all directions and/or recommendations that may be given by those food regulatory authorities;

33.3.3 Complying with the standards required by any relevant Australian Standard where it is a legal requirement to do so; and

33.3.4 Complying with the standards recommended by any relevant Australian Standard where that recommendation reflects accepted best practice.

33.4 They must comply with any directions given by the Guild regarding risk management or accident prevention strictly and immediately including, but not limited to, directions

regarding fire safety, electrical safety, the use of gas, traffic management, cleaning and the prevention of slipping and tripping accidents.

33.5 If necessary, the ground beneath all food stalls must be covered with a suitable material to prevent damage to the grounds including both grass and concrete. Any damage to the grounds must be rectified to the satisfaction of the Guild and/or the University.

## **34. Special Risk Management Allowances for Student Clubs and Societies**

34.1 Student Clubs operating at MarketDaze and other Guild events do so under the auspices of the Guild; as such they are not required to source separate public liability or product liability insurance. This is conditional on their providing a full, detailed and accurate account of their planned activities to the Guild in advance.

34.2 Student Clubs serving food in any form must comply with the rules and guidelines provided by both the Guild and the City of Melville.

34.3 Any intention to serve food at MarketDaze or other Guild events must be authorised in writing by the Guild in advance.

34.4 Permission to serve food may be revoked at any time if the Club is found to be failing to observe the rules and guidelines provided by the Guild.

## **Miscellaneous Terms**

### **35. Whole Agreement**

The Stallholder acknowledges and agrees that, in entering into a contract with the Guild for the use of a stall site, the Stallholder has not relied on any warranties or representations that are not expressly contained in these Regulations.

### **36. Penalties For Breach Of These Regulations**

36.1 When issuing a final direction (under Regulation 13) or issuing a final determination to resolve a dispute (under Regulation 14) or otherwise dealing with a breach of these Regulations, the Guild may impose such penalties as they consider to be appropriate in the circumstances.

36.2 Penalties imposed under Regulation 36.1 may include, but are not limited to, some or all of the following:

36.2.1 Withdrawal of any exclusive trading rights;

36.2.2 Cancelling the Stallholder's booking;

36.2.3 Moving the Stallholder to another stall site;

36.2.4 Requiring the Stallholder to immediately leave the site; and

36.2.5 Banning the Stallholder from trading at any future markets.

### **37. Applicable Law and Forum**

37.1 Any disputes regarding these Regulations are to be determined according to the law of the State Of Western Australia.

37.2 Any legal proceedings regarding these Regulations are to be determined in a court or judicial tribunal of competent jurisdiction in the State Of Western Australia.

## **38. Amendments to These Regulations**

38.1 These Regulations may only be varied in writing and as approved by the Guild.

38.2 These Regulations may be varied by the Guild from time to time as the Guild considers to be appropriate in the circumstances. When doing so, the Guild will place the amended regulations on the Guild website.

38.3 The Guild will give 14 days notice of any amendment to the charges in Regulation 3.1.

38.4 Stallholders must keep themselves informed about any amendments to these Regulations.

## **39. Promotion of MarketDaze and Murdoch University Guild of Students**

39.1 Stallholders must comply with any reasonable requests that the Guild may make to assist with the promotion of MarketDaze and other Guild events.

39.2 Stallholders must comply with any reasonable requests that the Guild may make to assist with the promotion of Murdoch University Guild of Students.

39.3 For the purposes of Regulation 39.1 and 39.2, the Guild will not make any requests that require Stallholders to spend money or which the Stallholder cannot comply with without undue effort.

39.4 Stallholders accept that the Guild may take photos or video footage of a Marketdaze stall for promotional purposes.

These Regulations were last updated as at 26 April 2017.