

Terms & Conditions of Entry



1. By entering 2-4 Wharf St, St Albans you enter into a contract with The Trustee for The Wharf St Trust (ABN 82 758 336 007) and also with The Trustee for St Albans Village Market & Events Trust (ABN 91 308 392 522) on the following terms and conditions. If you do not agree to these terms and conditions, you must immediately leave this site.
2. You must comply with all rules and directions displayed within the site and any directions given to you by any authorised personnel. You must not cause any obstruction, nuisance or disturbance. We reserve the right to remove any person who does not comply with these terms and conditions.
3. You agree to indemnify us and our associates in respect of any claim made against us and any loss, damage, charges or expenses incurred by us (including but not limited to, legal costs on a full indemnity basis), which arise in any way from or in connection with your attendance at the site or the presence of any person or animal under your care or supervision at the site, including without limitation any damage to any part of the Site or any property, equipment or other facilities in the Site, or any death or injury of any person. This indemnity does not cease after you have left the Site and we may enforce this indemnity before incurring expense.
4. We are not liable to you for, and you release us from, any loss or damage that you may suffer, or any loss or damage to any property or person whilst in the Site (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), unless the loss or damage is caused by, and only to the extent of, our wilful misconduct, negligence, or breach of a statutory duty or warranty.
5. We are not liable to you for the safety of, or any damage to, your vehicle (or other mode of transport) and are not liable to you for any loss, damage, fees, expenses or fines (including parking fines) which you may incur as a result or arising out of your attendance at the Site. We reserve the right to remove (by towing or otherwise) your vehicle at any time if required by law, for the safe operation of the Site, or parked without our permission.
6. All animals must be kept on a leash and appropriately restrained at all times. You are responsible to pick up after your animal and dispose of all waste appropriately. In addition to the indemnity contained in clause 3, you expressly and voluntarily assume liability for all risks, loss, damage, personal injury or death which arise in any way from or in connection with any animal you bring to the Site.
7. If any warranties or conditions are implied into this contract by Australian Consumer Law or other legislation, our liability for any breach of such warranty or condition will be limited to the extent permitted by law, to the supply of the services again or the payment of the cost of having the services supplied again.
8. These terms and conditions apply in addition to other terms and conditions that may be displayed at the Site, or communicated to hirers, from time to time. If there is any inconsistency, these terms and conditions prevail to the extent of the inconsistency. Stallholders, contractors, agents or invitees have no authority to vary or waive any of these terms and conditions.