



FARMERS & CRAFT MARKET SITE HOLDER TERMS & CONDITIONS



OUR AIM

The Yarrowongga Farmers & Craft Market committee in conjunction with Yarrowongga Mulwala Tourism & Business is working together to bring producers opportunity to showcase their products on the picturesque banks of Lake Mulwala at the Yarrowongga Farmers & Craft Market. Following along the Make it, Bake It, Sew It, Grow It guidelines we have strict terms & conditions that all approved stallholders must abide by.

PRODUCT SELECTION CRITERIA

- All products offered for sale must be handcrafted, home grown or home baked.
- Only stalls offering regional produce & products within a 50km radius of Moira Shire will be considered. Stall holders outside this radius will be considered at the discretion of the market coordinators and subject to current stall numbers & variety.
- Products that are deemed inappropriate (eg: discriminatory or offensive) will not be considered. We do not accept commercial or design only products.

APPLICATIONS

- Acceptance and non-acceptance of applications will be at the sole discretion of Yarrowongga 'Farmers & Craft Market Co-coordinators' administered by 'Yarrowongga Mulwala Tourism & Business' and will be based on the information given by the applicant on their application form, meeting the approved product criteria, quality, product distribution, diversity (market mix) and availability.
- Stallholder's positions are totally at the discretion of the market coordinator and can change at any time.
- It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their product.
- Designing and/ or packaging only is not sufficient involvement. Stallholders who value-add to a product must provide significant creative input to the product and not just apply token additions.
- A stallholder may only offer for sale approved products which have been accepted by the market coordinators on the application form submitted by the stallholder.
- To add new products, a request in writing is required with photos. Products cannot be added to stall unless written approval is given by the market coordinators.
- All products and stall presentation must be of the highest standard.

STALLHOLDER APPROVAL REQUIRED

- Any stallholders who have not been granted prior approval, including stallholders who just turn up on the day without any formal approval process taking place, or have had approval revoked by the markets coordinator, and attempt to set up and run a stall on Market day will be deemed to be trading without a permit and asked to vacate the market immediately.
- Trading without a permit can attract a fine from the Moira Shire Council local laws officer.
- If in this case you are asked to leave and refuse, the markets coordinator reserves the right to call the Local Laws Officer or Victorian police.

STALL FEES

- **All fees are payable 7 days prior to the market date each month. Cash, Cheque OR Credit Card payment are accepted.**
- Stall holders who pay by a Cheque that is dishonored will be charged an administration fee of \$15.00.
- If stallholders require power an additional \$5 fee occurs on top of your site fee.
- **You MUST contact Yarrowonga Mulwala Visitor Information Centre to make payment no less than 7 days prior to the market via Cash Cheque or Eftpos. We will not contact you for payment.**

STALL SET UP & EQUIPMENT

- Stallholders must provide their own covers and stall set-up which must be good in presentation.
- Management do not provide or hire out any stall equipment, they only provide site area.
- All stall equipment including racks, tables, signage ect must be contained to the stall site boundaries (1 meter from walking path) Public access ways must be clear at all times.
- Moira Shire Council has forbidden the use of tent pegs due to possible damage to underground irrigation lines. Tents should be weighted down appropriately with sand bags.
- Tents, covers and all stall equipment must be erected securely and weighted or secured at all times.
- All equipment must be in good repair and be operated in a safe manner.

INSURANCE

- Stall holders must hold a current public liability and product liability insurance policy with \$10,000,000.00 cover.
- A copy of this insurance policy must be included with application, to be held on record by market coordinators.
- A copy of this policy must be produced on market day if requested by the coordinators/ managers.

MARKET DAY RULES & REGULATIONS

- Entry via Murphy Street side gate, Yarrowonga, unless otherwise notified.
- Entry to the site if from 6am-8am.
- Vehicles will not be permitted to enter after 8am.

- Commence market trading 8.30am.
- Conclude market trading 12.30pm.
- Registered stallholders must be in attendance during the market trading times.
- Stallholders must be in the market no later than 8am and ready to trade at commence of the market 8.30am stallholders must continue trading until the market closing time. Cars may not move until 12.45pm.
- Notification of non-attendance is required on market days via market mobile 0456 529 531 to allow neighboring stallholders to spread out and fill in gaps. Failure to do this will result in loss of pre assigned spaces.
- Loud product promotion by stallholders is not permitted.
- Intimidating, bullying or copying the ideas and work of other stallholders is not accepted and will not be tolerated and instant dismissal from the market will be given. Any grievances must be in writing and sent to the market coordinators via email ymcmarket@gmail.com or post to PO Box 190, Yarrowonga Vic 3730.
- Raffle ticket may not be sold. Only approved handbills may be displayed on stalls.
- Products and produce with faults must be clearly labelled and sold as seconds.

CANCELLATIONS & REFUNDS

- No refunds will be given if a stallholder cancellation occurs, unless the market is totally cancelled due to extreme weather or at the discretion of the market coordinator.
- Notification of non-attendance is required. If no notification is given you will be issued with a warning. Failure to notify on a second occasion will result in you not attending the market in the future. No refund is given.
- The market coordinator is not responsible for adverse weather conditions and the market will proceed rain, hail or shine.
- Stallholders may pack up their stall due to adverse weather conditions but may not move unless permission is given by market coordinator. No refund will be given.

OCCUPATIONAL HEALTH & SAFETY

- Stallholders must not drive within the market without permission from the market coordinator. Approved vehicles must drive within the market area at a safe speed that is no greater than 10km.
- Vehicles are not permitted to move within the market area after 8am and before 12.45pm.
- As advertised to the public and in the interest of health & safety, stall holders DOGS are not permitted to enter the market area.

WASTE & RUBBISH REMOVAL

- Stallholders are required to remove their own rubbish and waste from their immediate stall location. Boxes & cartons must be removed from market area. Failure to do so may result in a levy imposed.
- The waste bins provided at the markets are for the general public use only.
- Stallholders are responsible for leaving their site and surrounding area clean, tidy & undamaged.

FOOD STALLS

- It is the stallholder's sole responsibility to apply to the Moira Shire Council's Environmental Health Officer to obtain and pay any registration required.
- Stallholders must be in possession of a copy of this registration with the Moira Shire Council while trading on market days & attach a copy of this to your application.
- Food stallholders must comply with any local, state & federal health regulations & food acts.
- Stalls selling alcohol (bottle only) must be in possession of a copy of their liquor license while trading on market days & attach a copy of this to your application.
- Failure to comply with health department standards and regulations may result in immediate closure of the stall and future stalls may only be reinstated once the market coordinators are satisfied all standards and regulations have been adhered to.

POWERED SITES

- Powered sites are limited and power outlets may only be used with the permission of the markets coordinator.
- Any power leads that are used must be safely secured.
- It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their equipment.

GENERAL STALLHOLDERS CODE OF CONDUCT & RESPONSIBILITIES

- Stallholders must respond co-operatively to any direction given by the market coordinator in relation to the operation and occupation of their stall, equipment, goods & vehicle during operating times & any direction of a security or safety nature.
- Stallholders must not act in a verbally or physically abusive, dangerous, or disruptive manner and if so will not be tolerated and will result in immediate termination.
- Stallholders must ensure that their activities do not endanger the safety or security of any people at the markets
- Stallholders must not cause damage, make alterations or additions of any nature to, or carry out works of any nature to market site property and that, if any damage is cause, the cost of repairs, making good or replacement are borne by the stallholder.
- Stallholders must comply with all the terms contained in these regulations and must comply with any changes to the market regulations, or any relevant local government and other statutory laws & regulations.
- Stallholders must report to the market coordinator any incident or accident to any person or property that involves loss or could be expected to give rise to a claim.
- The stallholder is responsible for obtaining all relevant permits and permits required to operate the stallholders business and that all merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force;
- The stallholder does not bring into the market any hazardous materials of substances; and
- The stallholder will comply with all of the terms contained in these regulations and will comply with any changes to the market regulations, or any relevant local government and other statutory laws and regulations.

Without limiting the generality of these terms, the stallholder acknowledges and agrees the management is not liable for any claim or loss suffered or incurred by the stallholder in relation to or in connection with:

- Theft or damage of approved products, equipment or goods under the control of the stallholder or any other property of the stallholder at any time including times when the marking is not trading.
- Any failure by the stall holder to sell the approved products.
- Any journey from or to the market.
- Anything occurring off the market site, including anything that occurs at market; or
- Damage or injury to any property or person.

MANAGEMENTS REPRESENTATIONS

The market coordinators consent to the stallholder to attend the market does not convey to the stallholder any ongoing right in relation to the market into the future and such approval can be terminated by the market coordinators at any time in writing and without any period of notice. The Market coordinator reserves the right to undertake any of the following actions without notice.

- Re-locate a stallholder to another stall within the market
- Require the stallholder to remove from sale any good or service offered by the stallholder which are not approved product; or
- Request that the stall holder undertake any reasonable measure which in the opinion of the management will improve the safety of the stall or to raise the level presentation of the stall and its products.

TERMINATION

The market coordinator reserves the right to withhold consent to a stallholder to occupy a stall at the market, to remove or to have removed from the market, a stallholder who is in breach or does not comply with the regulations, including where a stallholder:

- Fails to pay their stall fee 7 days prior to the market.
- Fails to abide by the markets set up or pack up conditions
- Fails to abide by the markets trading hours (8.30am-12.30pm)
- Fails to abide by the terms and conditions of the markets rules & regulations
- Fails to limit the products offered for sale to approved products.
- Commits a criminal act at the market.
- Behaves in a manner that breaches the markets code of conduct.



ACKNOWLEDGEMENT

I _____ from _____
Stallholders Name Trading Name

Hereby agree that I have read the Yarrawonga Farmers & Craft Market Terms & Conditions and upon gaining approval to attend the market I will abide by these terms and conditions.

Stallholder

Market Coordinator

Date Signed

Commencement Date

Please only return this signed page attached to your stallholders application form & copies of your relevant insurance policy, street trader registration, liquor licence and food act registrations if required.