

## MARKET STALLHOLDER- TERMS & CONDITIONS

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DVCS Markets are business's operated by Diamond Valley Community Support Inc. (DVCS) which is a registered charitable organisation. The markets are conducted in agreement with a number of Schools/Universities and local Councils, and in accordance with the relevant State and Local Government regulation and laws.

A list with details for all markets can be found at [www.dvcsmarkets.com.au](http://www.dvcsmarkets.com.au). Additional specific details of Policies & Procedures related to each market, is located on that markets website. This document refers to Terms and Conditions that are general in nature and common to all DVCS Markets. All stallholders must agree to comply with the full Terms & Conditions related to markets they are attending.

**General Markets Email :** [dvcsmarkets@dvsupport.org.au](mailto:dvcsmarkets@dvsupport.org.au)

**Markets Website :** [www.dvcsmarkets.com.au](http://www.dvcsmarkets.com.au)

### 1. Securing a Stall Booking

- Application to register as a stallholder should be made via the dvcsmarkets web site [www.dvcsmarkets.com.au](http://www.dvcsmarkets.com.au)
- Choose your market and follow the prompts to register via the "Online Booking System" tab top right.
- Once your application has been approved, your acceptance email will explain how to apply for market dates.
- Before making an application for a stall, please read the "Stall Holder Terms & Conditions" document to ensure you qualify to apply. Not all products or services are accepted. Check relevant market on web site.
- To help create variety of choice, to assist existing booked stallholder viability and to make best use of the limited space available, other limits and restrictions may apply on any one market day.
- Any required or relevant documents must be lodged with market management prior to confirmation of booking.
- Market stall site bookings are not confirmed until payment in full has been made.
- A stallholder may be considered a "Permanent Stallholder" if they regularly book, pay in advance and reliably attends their markets as arranged. This usually results in regular site location.

### 2. Market Stallholder Operating Times

Arrival times, Set-up times, Cut-off time for when no vehicles are permitted to be moving within the market site, open time for the public, market finish time and "All stalls vacated" time, can vary between markets. Check relevant markets for specific times.

### Sites and Fees

- A standard stall site is 3mx3m and costs \$50.
- A standard site accommodates a same size gazebo/canopy. Larger sizes may be available.
- See specific markets Terms & Conditions.

### 3. Size of Stall Site and Structures

- Size of the market sites may be variable and relate to the canopy frontage width.
- Where possible, a site may accommodate a vehicle behind. This will be dependent on the vehicle size, available site area and if affected by restrictions (eg Covid).
- Where a stallholder wishes to have their vehicle remain on site (and if permitted) it must fit within the stall allocation. This includes any required vehicle access to rear or side doors. Large or long vehicles or vans are not usually able to be accommodated. Vehicle footprint or access must not encroach on neighboring stall sites.
- ALL tents, marquees, umbrellas, and other temporary structures, must fit within the boundary of the booked site. All structures **must** have a **minimum of 10kg weight securely attached to the bottom of each-and-every leg**. Some areas/categories may require an increase in this weight requirement. All guy ropes must sit within your allocated stall site. Any attachment to vehicles is not a substitute but considered added security. Electrical ties or "ocky" type straps or such elastic-type ropes are not acceptable.
- Our Market Staff will be on site throughout the market and will inspect all structures.
- If for any reason a structure is deemed unsafe or not compliant to our required policy, the Management has the authority to insist that it is instantly dismantled. These reasons may include installation method, structure material/construction and/or overall suitability to the prevailing outdoor conditions. The decision of the Market Management shall be final.

#### **4. Products and Services**

- Products and Services presented at the market should be of a considered 'reasonable' standard. DVCS reserves the right to refuse products of a Stall Holder whose products or services are considered not up to standard, illegal or counterfeit. Some markets may be limited to a Product type. Eg "Maker"
- Activities by an individual or groups representing or lobbying for local, state or federal political interest, any religious interest, or any community or social issue considered of possible contention, are prohibited.
- To ensure diversity, there may be a quota on types of goods or services sold at the market. This is decided at DVCS's discretion.
- Stall Holders cannot sell products other than those agreed upon as part of the booking procedure.
- No smoking paraphernalia (Inc. electronic/chemical), weapons, drugs etc. are permitted for sale.
- No alcohol is permitted to be served. With correct and current licensing, samples and packaged products can be provided to customers.

#### **5. Second Hand Goods**

- Sale of second hand 240volt electrical items is prohibited.
- If any Stall Holder carries on the business of buying, selling, exchanging or otherwise dealing in second-hand goods (more than 3 times per year), whether or not he or she deals in other goods and regardless of where the goods are bought, he/she may need to obtain a Second Hand Dealers license from the Business Licensing Authority.
- The Second Hand Dealers license must be available upon request and updated annually.
- Some goods are exempt. Check with: [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)

#### **6. On the Day**

- See individual markets Terms & Conditions for stallholder:
  - Entry point.
  - Arrival/bump-in time.
  - Vehicle-movement restricted time.
  - Cease-trading time.
  - Vehicle to be removed by.

#### **7. Attendance**

- As our markets are outdoor all-weather markets, all Stall Holders are expected to provide suitable weather protection to enable them to trade regardless of conditions on the day.
- Stallholders who do not attend a booked market may have their right to make forward bookings revoked.
- Having a reliable group of stallholders who attend regardless of time of year, weather conditions, or occurring public events, ensures our visitors will not be disappointed at any market.
- Because we have a considerable number of stallholders who can provide visitors weekly household needs, we are generally well attended at all times.

#### **8. Stall Booking Payments**

- A stall is not considered as being booked until payment has been made in full.
- Any number of markets can be booked and paid for at a time, subject to booking approval.

#### **9. Payment Methods**

All stall site payments must be made upon receipt and acceptance of a "Booking Contract". A site is not booked until paid, therefore a stallholder does not have a booking unless a payment has been paid in time.

- Late payments, or payments made close to the market date, may not be seen in time for them to be included in a particular market. Such payments can be held as a credit for another market or date.
- Payments are not accepted on the day.

#### **10. Refunds and Credits**

- Stallholders will receive a credit on their next market only if a market is closed by DVCS due to bad weather (see Section #14 - Cancellation of the Market due to Weather) .
- A refund or credit is not available if a stallholder decides not to attend based on weather forecasts.
- A credit will be offered if market is unable to operate due to covid restrictions.
- In all other instances there will be NO REFUND or credit of fees permitted.

#### **11. Table Hire**

- A limited number of tables are available for hire. Tables are folding white plastic size 1420mmx700mm.
- Table Hire = \$10 (at time of booking) plus a \$50 deposit per table, paid on the day.
- The deposit will be refunded once the table is returned and judged to be in a fit state. If the table is damaged the deposit is forfeited.

## 12. Scheduled Closures of the Market

- The market is closed over the Christmas / New Year break and in August when La Trobe University runs its University Open Day, usually the first Sunday in August. Dates will be advised on the web site.
- Scheduled closures will be published on social media as and when we become aware of them.

## 13. Insurance and Streatrader

All Stall Holders must hold current Motor Vehicle Insurance (full or third party) and may be required to have their own Public & Product Liability Insurance, depending on products or services being offered.

### a. Motor Vehicle Insurance

All Stall Holders must have Motor Vehicle insurance to be eligible to enter the market area, including:

- A minimum of Third Party Property Damage Insurance for an amount of not less than \$10,000,000;
- Third Party Bodily Injury insurance.

### b. Where a stallholder provides personal body contact services or sells products that are either ingested by the customer or applied to a person's outer body, Public and Product Liability Insurance is required:

- Public Liability of at least \$20,000,000
- Product Liability of \$20,000,000

### c. Where a stallholder does not sell products defined under section b: above, Public and Product Liability Insurance is required:

- Public Liability of at least \$10,000,000
- Product Liability of \$10,000,000

### d. Streatrader Registration.

- Where a stallholder is involved in the processing and selling of foods, they may be required to hold Streatrader Certification and Registration under State and Local Government Laws.
- A current and relevant "**Certificate of Currency**" document must be lodged with DVCS and can be uploaded by the stallholder to the stallholder's personal account.
- A current and relevant "**Streatrader**" document must be lodged with DVCS and can be uploaded by the stallholder to the stallholder's personal account.

## 14. Cancellation of the Market due to Weather

- The market may be cancelled if, at the discretion of the Market Manager, the weather is considered to create a safety risk on the market site. This will include, but is not limited to extreme rain, extreme wind and extreme heat.
- If the market is closed, trade will immediately cease. If trade has not commenced for that day stallholders will not be permitted to set up.
- Failure to comply with directions from market staff regarding the closure will result in a ban on attending future markets.
- Stallholders will receive a credit for the lost market in future bookings.

## 15. Food Stalls

- Stall Holders selling food or food products (including but not limited to, cakes, drink, meat products, confectionary, etc.) must hold a current Streatrader Registration from their City Council or another council and lodge a copy with DVCS.
- All Food Stalls must lodge a current copy of their Insurance "Certificate of Currency" as per section - 13 "Insurance and Streatrader".
- Food vendor sites, location and requirements must meet all OH&S standards, food handling regulations, and be considerate of other traders and public amenity. The Market Managers determination on these issues is final.
- Food vendors are required to ensure they are compliant with all food handling regulations and provide all required safety equipment. eg, washing facilities, fire blankets and extinguishers etc.
- **ALL Food Stall Holders must supply a suitable rubbish bin for customers and remove all their own rubbish from the site. Their site must be left clean.**

## 16. Health and Safety

**The whole of the La Trobe University property and Kingsbury Drive Community Market is a smoke free environment.**

- **Manual Handling** - All stallholders must observe correct and safe manual handling procedures. This includes the use of trolleys to move heavy items.
- **Food Safety** - All stallholders selling and preparing food should have the appropriate food handling qualifications.
- **LPG Gas** - Stallholders using LPG Gas Cylinders must maintain their equipment to an appropriate standard. Connections and leads must be checked during setup.
- **Generators** - All generators must be operated in a manner according to manufacturer's requirements. Disturbance or interference with the activities of other stalls and patrons due to the sound or fumes of generators should be minimised. Locations for generators are restricted.

- **Leads** - All electrical leads must be checked during set up. They must be in good order and be correctly plugged in. Leads should not protrude into areas where customers may have access. Where leads may be exposed as a potential trip hazard, they must be covered with suitable matting. All leads must be “test and tag” compliant.

## 17. Rubbish

- All Stall Holders are required to stow and remove all their rubbish from sites at the end of the day and ensure that it is left clean and tidy. This includes boxes, packaging, stall products and food containers.
- A limited number of rubbish bins are made available for the shopping public's use, however these bins are not available for rubbish generated as a result of stallholder trading activity.
- Under no circumstances are food related items, in particular scraps and oils etc., to be placed in the bins.

## 18. General Terms and Disputes/Complaints:

- DVCS reserves the right to refuse a stallholder the opportunity to operate a stall at the market if the Stall Holder does not comply with DVCS Policies and Procedures.
- As our markets are held on Private, Local Government, Department of Education or Crown Land, there must be no actions that result in damage to the land, property or infrastructure.
- Stall Holders must comply with all relevant laws and any requirement of any in connection with the Market and the use of the stall sites.
- Stall Holders must behave respectfully towards others, including market staff. Abusive language or offensive behavior will not be tolerated at any time.
- Stall Holders should not knowingly sell goods that are offensive, illegal or goods believed to be illegally obtained.
- Tobacco, e-cigarettes must not be sold at the market.
- Alcohol must not be served at the market and cannot be sold without Market Managers approval and appropriate licensees.
- Stallholders may not be permitted to bring animals with them to the market without approval from market management.
- All decisions made by the Market Manager must be complied with on the day.
- These Policies and Procedures may be amended from time to time at the sole discretion of DVCS including the addition, deletion or variation of terms and conditions.
- Where DVCS amends the Terms & Conditions, it will post them on its website within a reasonable time. Stallholders will be deemed to have agreed to the amendments by continuing to maintain a stall at the Market or by a signed acknowledgement as and if required.
- All complaints (consumer or Stall Holder) must be raised with the Market Manager for discussion and resolution in the first instance. If a resolution cannot be achieved on the day, the Stall Holder or consumer must contact the Executive Officer (EO) - (DVCS) in writing as soon as possible.

Diamond Valley Community Support Inc.  
 Shop 378a, Level 3, Greensborough Plaza  
 Greensborough 3088  
 Fax: 9435 8282  
 Email: eo@dvsupport.org.au

The EO will try to resolve the issue, and if necessary, may refer it to the DVCS Committee of Management, following the Grievance Procedure.