

## **Market Rules and Regulations**

(Amended October 2021)

### **Definitions**

“**CMA**” means Australian Craft and Food Markets Pty Ltd.

“**Stallholder**” means the entity which, when approved by CMA, is entitled to occupy a designated site on a market day to sell the stallholder’s CMA approved products.

“**market day**” means the day upon which a CMA market will take place where the stallholder’s sell their CMA approved products.

“**stallholder’s application**” means an application by a potential or existing stallholder to CMA to occupy a designate site at CMA operated market.

“**market area**” means the area upon which the market is held and CMA is licensed to occupy.

“**permanent stallholder**” means a 12 month stallholder subscription.

### **Applications**

- 1.1 CMA will have the sole discretion as to the acceptance or non-acceptance of a stallholder’s application.
- 1.2 CMA will rely solely on the information contained in the application regarding the applicant’s suitability and whether the applicant meets the approved product criteria, quality, product distribution, diversity (market mix) and availability.
- 1.3 The stallholder applicant warrants that the information contained in the application is true and correct.
- 1.4 CMA reserves the right to reject an application and is not required to provide the applicant with reasons for its decision.
- 1.5 CMA will have the sole discretion as to the position of each stallholder’s site at each market day.
- 1.6 Stalls cannot be transferred, sublet, franchised or sold to any other entity, nor can they be shared without the incoming entity making its own application to CMA and CMA approving such application.
- 1.7 Upon applying for a stall, stallholders agree that any images that they supply can be used to promote CMA events. Stallholders must only provide images that are they own or have the right to distribute and publish. Stallholders must also agree that they will exercise good judgement and will always be respectful and courteous to CMA, fellow stallholders and customers on all platforms of social media.

### **Approved Products**

- 2.1 All products offered for sale by a stallholder must be made and sold by the same stallholder.
- 2.2 Products that are clearly imported or purchased from a wholesaler or are deemed inappropriate (eg: discriminatory or offensive) by CMA will not be considered or approved in the stallholder’s application process.
- 2.3 Should CMA become aware that a stallholder is selling imported or purchased products from a wholesaler, or are deemed inappropriate, CMA will request that the stallholder remove these products from sale wherein the stallholder must remove these products from sale. CMA will reserve the right to deny this stallholder’s application or presence at any future market days at any market run by CMA.
- 2.4 Plants: Buying from a wholesaler and “growing on” will not be accepted by CMA as approved products for sale. The stallholder must propagate all plants sold at the market.
- 2.5 It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their product.
- 2.6 The stallholder shall indemnify and hold harmless CMA against any losses, liabilities claims or suits arising out of or relating to the sale of the stallholder’s products at a market run by CMA.
- 2.7 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.
- 2.8 A stallholder may only offer for sale approved products that have been accepted by CMA on the application form submitted by the stallholder when making the stallholder’s application.
- 2.9 Designing and/or packaging only is not sufficient involvement.
- 2.10 Stallholders who value-add to a product must provide significant creative input to the product and not just apply token additions. Original garment/product must be plain in colour. The use of patterned or printed fabric is not permitted. Craftsmanship additions to any commercial clothing/product must adhere to at least 30% of the actual item and be clearly visible. Small token additions of a commercial aspect will not be accepted (e.g. single button, ribbon, beads etc)
- 2.11 To add new products, a request in writing is required with photos. Products cannot be added to a stall unless the stallholder has received written approval from CMA.
- 2.12 Stallholders are not permitted to sell any other entity’s goods and are only permitted to sell goods which they produce themselves.
- 2.13 All products and stall presentation must be of a high standard, acceptable to CMA.
- 2.14 CMA reserves the right to withdraw a stallholder’s product or stall should the presentation of the stallholder’s stall be of a low standard and not consistent or fitting with the style of the market.

### **Victorian Plastic Bag Ban**

- 3.1 Stallholders will comply with the Victoria Government ban on lightweight plastic shopping bags.

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- 3.2 The ban will apply to all lightweight plastic shopping bags which have a thickness below 36 microns, including degradable, biodegradable and compostable bags.

### **Fees & Insurance**

- 4.1 Stall fees are outlined in the application procedure form and at [www.craftmarkets.com.au](http://www.craftmarkets.com.au).
- 4.2 Stall fees include \$20,000,000.00 Public Liability insurance with a \$1000 fee per claim payable by the claimant. There are no discounts for stallholders who have their own insurance. (Copy of Policy available for viewing at <https://www.craftmarkets.com.au/application.asp>)
- 4.3 After CMA has approved the Stallholder's application, CMA shall invoice the Stallholder.
- 4.4 The Stallholder must pay the invoice on or before the due date stated in the invoice. If the Stallholder fails to make payment on or by the due date, the Stallholder will not be able to hold its stall on the Market Day.
- 4.5 Fees must be paid by due dates set by CMA and failure to pay the stall fee on time is a breach of these regulations and all future bookings of that stallholder will be cancelled.
- 4.6 Stallholders who pay by a cheque that is dishonored will be charged an administration fee of \$25.

### **Market days**

- 5.1 Registered stallholders must be in attendance during the market trading times as advertised at [www.craftmarkets.com.au](http://www.craftmarkets.com.au).
- 5.2 stallholders must be in the market area 30 minutes prior to market opening hours and ready to trade at the commencement of the trading hours and must continue trading until the market closing time. Cars may not move until 15 minutes after closing time unless otherwise advised by CMA.
- 5.3 Any stallholder seen to be moving their vehicle before the 15 minute mark past the advertised market closing time, will be handed a printed leaving early warning slip (Leaving Early Warning Slip).
- 5.4 Any stallholder who receives two Leaving Early Warning Slips by CMA across all markets operated by CMA since the first time the stallholder was accepted as a stallholder by CMA, CMA may by written notice, immediately terminate the stallholder's right to hold a stall at any further markets.
- 5.5 Registered stallholders may apply in writing to CMA to have a family member or employees man their stall. Approval will only be considered if the persons manning the stall have a high degree of knowledge of the product and/or be involved in the making of the product(s).
- 5.6 Notification of non-attendance is required on market days via market mobile (0412 839 417) to allow neighboring stallholders to spread out and fill in gaps. No refunds/credits will be given or considered on market days.
- 5.7 Copying the ideas and work of other stallholders may be in breach of creative copyright and is not in the spirit of the market. Any grievances relating to copying ideas and work of other stallholders must be made in writing to CMA.
- 5.8 Raffle tickets may not be sold. Only handbills approved by CMA may be displayed on stalls.
- 5.9 Products and produce with faults must be clearly labeled and sold as seconds.
- 5.10 If CMA approve a family member or employee to run a stall on a market day, the stallholder must ensure that the substitute person(s) is provided with a copy of these Rules & Regulations and ensures that the substitute will abide these Rules & Regulations.

### **Cancellations and Refunds**

- 6.1 Market fees are forfeited due to no notification and non-attendance on a market day.
- 6.2 If cancelling a market after the invoice due date, a \$30 administration fee will be charged.
- 6.3 A credit will be issued for cancellations after the invoice due date less a \$30 administration fee and outside of 7 days of a market day. Any remaining site fee will be credited to the next market owing or forfeited at the end of the financial year.
- 6.4 If cancelling a market inside of 7 days of a market day, sites fees are non-refundable.
- 6.5 If a Market Day is cancelled due to a forced government lockdown (COVID-19 or otherwise) within 7 days of the Market Day, CMA will retain discretion on a case-by-case basis to determine the Stallholder's eligibility for a refund or credit.
- 6.6 If a Market Day is cancelled due to a forced government lockdown (COVID-19 or otherwise) prior to 7 days of the Market Day, a \$30 day administration fee will be charged to the Stallholder.

### **Adverse Weather**

- 7.1 Markets will operate in varying weather conditions and stallholders must be prepared for adverse weather.
- 7.2 HEAT POLICY: At the discretion of CMA, the market may close earlier if conditions deem this necessary.
- 7.3 If a CODE RED DAY is called by the CFA, then the market will NOT operate that day.
- 7.4 Stallholders may pack up their stall due to adverse weather conditions but may not leave until CMA gives the stallholder permission to leave unless the stallholder is in danger of serious injury due to the adverse weather conditions.
- 7.5 No refunds/credits are given for the cancellation of markets and/or reduced trading hours due to adverse weather conditions if the decision to cancel the market or reduce the trading hours is made on a market day.
- 7.6 CMA will not be held responsible for any loss including fees paid by stallholders, damage or injury whatsoever resulting from adverse weather conditions.
- 7.7 If CMA cancel a market day at any time before the scheduled market day due to a forecast of adverse weather then CMA will retain \$30 administration fee.

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### **Occupational Health and Safety**

- 8.1 Stallholders must drive within the market area at a safe speed that is no greater than 5km.
- 8.2 Vehicles are not permitted to move within the market area 30 minutes prior and 15 minutes after the markets advertised trading times.
- 8.3 As advertised to the public and in the interest of health & safety, stallholder's dogs are not permitted at market venues.
- 8.4 Smoking is prohibited within the market area.
- 8.5 Stallholders must observe all public health and hygiene measures with regards to COVID-19. CMA will have signs erected on Market Days with directions regarding COVID-19 and all Stallholders must comply with these directions, and encourage patrons of the Market to comply with these directions.
- 8.6 If a Stallholder observes a patron of the Market or another Stallholder acting in contravention of CMA's COVID-19 directions or in contravention of acceptable public health and hygiene measures, the Stallholder must report such issue to CMA as soon as is practicable.
- 8.7 Stallholders must sign into the QR code whenever it enters the Market Area and on each Market Day.
- 8.8 CMA is implementing necessary and precautionary measures with regards to COVID-19. Notwithstanding this, CMA shall not be held responsible by any person for any adverse outcome (health or financial) as a result of government lockdowns, or if an infected person was to attend a Market.

### **Waste and Rubbish Removal**

- 9.1 Stallholders are required to remove their own rubbish and waste from their stall location.
- 9.2 Boxes & cartons must be removed from the market area.
- 9.3 If rubbish, waste, boxes or cartons are left by the stallholder CMA reserve the right to charge the stallholder a levy.
- 9.4 The waste bins provided at the markets are for the general public use only, and not for stallholder's to dispose of their waste.
- 9.5 Stallholders are responsible for leaving their site and surrounding area clean, tidy and undamaged.
- 9.6 Stallholders must leave their site in the same condition as they found it.

### **Stall Set-up and Equipment**

- 10.1 Stallholders must provide their own covers and stall set-up which must be good in presentation.
- 10.2 CMA do not provide any stall equipment to stallholders; CMA only provide the site area. (Tent Hire agreements and fees are available upon request)
- 10.3 All stall equipment including racks, tables, signage etc must be contained to the stall site boundaries. Public access ways must be clear at all times.
- 10.4 Tents, covers and all stall equipment must be erected securely and weighted or secured at all times regardless of the weather.
- 10.5 All equipment must be in good repair and be operated in a safe manner.
- 10.6 CMA reserves the right to withdraw the stallholder's attendance at any future market day for poor presentation that is not in keeping with overall appearance expected of stallholders.
- 10.7 Stallholders must not use their products as weights to hold down, or prop up, their stall.

### **Food stalls**

- 11.1 It is the stallholder's responsibility to apply to the local Shire/Council (Health and Environmental Services department) and obtain and pay any registration required to sell food.
- 11.2 Stallholders must supply copies of proof of registration with their local Shire/Council as well as a copy of their street trader registration to CMA 14 days prior to each market day.
- 11.3 Food stallholders must comply with any local, state & federal health and food legislation and regulations, and shall indemnify CMA for any claims, suits or actions which arise out of the stallholder's breach of such legislation and/or regulations.
- 11.4 Stalls selling alcohol (bottle only) must supply CMA copies of their liquor license 14 days prior to the market day.
- 11.5 Failure to comply with health department standards and regulations may result in immediate closure of stall and future stalls and may only be reinstated once CMA are satisfied all standards and regulations have been adhered to.
- 11.6 Stallholders selling take away foods or drinks must have temporary floors at their site on market days.
- 11.7 Stallholders selling take away foods or drinks are permitted to sell plain bottled water capped at \$2 per bottle.
- 11.8 All food/drink samplings offered to patrons must be covered and protected from dirt, dust, insects and all other contamination.
- 11.9 Stallholders selling liquor must ensure that their Liquor Licence is displayed on or within their stall and that it is clearly visible to the public.

### **Power/Gas Equipment**

- 12.1 Powered sites are limited at the market sites.
- 12.2 Stallholders may only use power outlets in the event that they have express consent from CMA.
- 12.3 Stallholders must ensure that all electrical equipment and leads are tagged in compliance with relevant workplaces regulations.
- 12.4 Stallholders must ensure that all gas appliances are approved and in date.
- 12.5 Stallholders using gas appliances must complete the Energy Safe Victoria (ESV) self-checklist prior to trading at each market and present if inspected by a representative from ESV.
- 12.6 Stallholders using gas and/or electrical appliances must have a suitable fire extinguisher or fire blanket on site.

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- 12.7 If required to have a fire extinguisher, stallholders must ensure that they are tested, serviced and are compliant with workplace regulations.
- 12.8 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 and Responsibilities**

- 13.1 Stallholders must respond co-operatively to any direction given by CMA in relation to the operation and occupation of their stall, equipment, goods and vehicle during operating times and any direction of a security or safety nature.
- 13.2 Stallholders must not act in a verbally or physically abusive, dangerous, or disruptive manner and if so it will not be tolerated and will result in immediate termination.
- 13.3 Stallholders must ensure that their activities do not endanger the safety or security of any people at Markets.
- 13.4 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 caused, the costs of any repairs, making good or replacement are borne by the stallholder.
- 13.5 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
- 13.6 Stallholders must report to the CMA any incident or accident to any person or property that involves loss or could be expected to give rise to a claim.
- 13.7 Loud product promotion of their products at stall sites or in walkways by stallholders is not permitted.

### **Warranties & Representations of Stallholders**

- 14.1 CMA permits the stallholder to attend the market in reliance on the following warranties and representations hereby made by the stallholder:
- (a) The stallholder is the legal and beneficial owner of the CMA approved products with full power and capacity to sell the approved products to a third party without any encumbrance;
  - (b) The stallholder is not in reliance on any representation or statement made by CMA that is not expressly contained in these regulations;
  - (c) The stallholder acknowledges that the relationship between CMA and the stallholder is not one of an employee/employer relationship;
  - (d) The stallholder acknowledges that it is simply a licensee to operate its stall from its permitted site;
  - (e) Will follow CMA's instructions from CMA on market days;
  - (f) The stallholder is responsible for obtaining all relevant permits and permits required to operate the stallholder's business and that all merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force;
  - (g) The stallholder does not bring into the market any hazardous materials or substances or any illegal material or substance;
  - (h) 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; and
  - (i) That the stallholder's site will be setup and will be maintained in compliance with Work Safe's Codes of Practice.

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

- (a) 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 market is not trading.
  - (b) Any failure by the stallholder to sell the approved products;
  - (c) Any journey from or to the market;
  - (d) Anything occurring off the market site, including anything that occurs at market; or
  - (e) Damage or injury to any property or person.
- 14.3 These limitation provisions are intended to replace any other terms, conditions, warranties and representations implied by statute or otherwise and, accordingly, all such terms are excluded unless the following applies. Certain legislation may imply warranties or conditions or impose obligations on CMA which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. The limitation provisions are subject to these statutory provisions. In particular, if the statutory provisions apply, CMA's liability is not limited, in the case of any legislation that prevents any limitation CMA's liability or, if the legislation does permit a limitation of liability, CMA's liability is limited to the cost of CMA refunding the Stall Fee.

### **Stallholder Indemnity**

- 15.1 Without limiting the generality of any other provision of these regulations, the stallholder hereby indemnifies and holds CMA harmless from and against all claims, suits or losses arising out of or in connection to:
- (a) The Stallholder's occupation of the market;
  - (b) The sale or attempted sale of the approved products or any other products or services;
  - (c) Any injury or harm suffered by the stallholder;
  - (d) Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the stallholder or by the equipment, setup or installation of the stallholder;
  - (e) Any loss or damage to the stallholder's property regardless of the cause of that loss or damage;
  - (f) The death of any person of a consequence, in whole or in part, of any act or omission by the stallholder;
  - (g) Any breach of these regulations by the stallholder; or

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- (h) Any legal costs on a full indemnity, solicitor-client basis incurred by CMA as a result of the stallholder's breach of these regulations.

### **Exclusion of Liability**

16.1 The Stallholder acknowledges and agrees that CMA makes no warranty or representation in relation to or in connection with the stallholder's occupation or use of the market. Without limiting the generality of this clause, the stallholder acknowledges and agrees that CMA has made no warranty or representation in relation to or in connection with:

- (a) The prospects of the stallholder for selling the approved products at the market;
- (b) The stallholder's access to people visiting the market or the access those people have to the stallholder;
- (c) The existence, number or quality of products that will compete with the approved products for the attention of prospective buyers;
- (d) The existence or extent of services and/or facilities of any kind at the market;
- (e) The position within the market that the stallholder will occupy;
- (f) The suitability of the market for any particular purpose or the existence of any latent or patent defect at the market;
- (g) The extent, if any, to which other visitors to the market might interfere with the stallholder's use of the market;
- (h) The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by CMA;
- (i) The existence or extent of any security measures undertaken to protect the stallholder, the approved products and/or the market against terrorist or other criminal activity; or
- (j) The existence or extent of any security at the market.

### **CMA's Representations**

17.1 CMA's consent to the stallholder to attend the market does not convey to the stallholder any ongoing rights in relation to the market into the future and such approval can be terminated by CMA at any time in writing and without any period of notice. CMA reserves the right to undertake any of the following actions without notice:

- (a) Re-locate a stallholder to another stall within the market;
- (b) Require the stallholder to remove from sale any goods or services offered by the stallholder which are not approved products; or
- (c) Request that the stallholder undertake any reasonable measure which in the opinion of CMA will improve the safety of the stall or to raise the level presentation of the stall and its products.

### **Termination**

18.1 CMA 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:

- (a) Fails to pay their stall fee in a timely manner;
- (b) Fails to abide by the markets set up or pack up conditions;
- (c) Fails to abide by the market's trading hours;
- (d) Fails to abide by the terms and conditions of the market's rules and regulations;
- (e) Fails to limit the products offered for sale to approved;
- (f) Commits a criminal act at the market;
- (g) Commits an act that is a breach of the Work Safe's Codes of Practice; or
- (h) Behaves in a manner that breaches the market's Code of Conduct.

### **COVID-19 Vaccination Mandate**

19.1 The Stallholder shall not be entitled to be a Stallholder unless it complies with Government COVID-19 Vaccination mandates, regulations and guidelines.

19.2 The Stallholder warrants and acknowledges that in order for the Stallholder to be a valid Stallholder and entitled to enter upon the CMA site the Stall Holder and all of its staff, employees and agents shall:

- (a) be fully (double dosed) vaccinated against COVID-19 by 22 October 2021; or
- (b) be partially vaccinated against COVID-19 and have a booking for the 2<sup>nd</sup> dose of vaccine before 26 November 2021; or
- (c) have a booking scheduled for the first dose before 22 October 2021.

19.3 The Stallholder shall provide to CMA all vaccination certificates of the Stallholder and its employees at least 24 hours prior to the next Market Day and shall also provide the vaccination certificate to CMA for any future employees.

19.4 The Stallholder shall indemnify CMA for any and all losses suffered by CMA due to the Stallholder's breach of this Clause 19, including, but not limited to:

- (a) any fine received by CMA from WorkSafe, Victoria Police or any other government body or authority;
- (b) any injury or harm suffered by CMA, CMA's employees or the patrons of the market;
- (c) any legal costs on a full indemnity, solicitor-client basis incurred by CMA as a result of the stallholder's breach of these regulations.