



# YARRAWONGA FARMERS & CRAFT MARKET SITE HOLDER TERMS & CONDITIONS



## OUR AIM

The Yarrowonga Farmers & Craft Market coordinators in conjunction with Yarrowonga Mulwala Tourism & Business is working together to bring producers and market business the opportunity to showcase their products, crafts and creations. What better location than the picturesque banks of Lake Mulwala for our monthly Yarrowonga Farmers & Craft Market.

Over the last couple of years, we have endeavoured to ensure that we are aligned with the theme of **Make It, Bake It, Sew It, Grow It**. Your commitment to the theme helps us to maintain this niche area. This ensures that we can hold our own against the other local markets. With good quality and good variety, together we can create a fantastic family friendly and **covid-19 safe environment that brings new people to the market each month.**

To quote Noel Wright our executive officer for tourism, “we’ll do our part to help you make money whether you like it or not”.

## PRODUCT SELECTION CRITERIA

- This is strictly a **Make It – Bake It – Sew It – Grow It** Farmers & Craft Market.
- All goods offered for sale must have been home grown & packaged, handcrafted, handmade, baked, cooked by you.
- 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 Yarrowonga ‘Farmers & Craft Market Co-coordinators’ administered by ‘Yarrowonga 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 positioning is 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 all safety and compliance standards pertaining to their product and service.
- Designing and/ or packaging only is not enough 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.

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- All products and stall presentation must be of the highest standard.
- Stall holder covid-19 safety plans must be included (taking care of you, your customers & others).

## STALLHOLDER APPROVAL REQUIRED

- Market day is strictly for pre-approved and registered stall holders only.
- Unapproved and unregistered stall holders will not be permitted at the market event.
- For public safety, duty of care and the markets reputation, a stall holder business will not be permitted to trade if evidence of relevant required approvals and documents are not current, and stall holder refuses to comply with any covid-19 safe practices and requirements.
- If in this case you are asked to leave, the markets coordinator reserves the right to call the Local Laws Officer or Victorian police.

## STALL FEES

- All fees are payable at least 7 days prior to the market date each month. Cash, Cheque OR Credit Card payment are accepted.
- Site fees is the sole responsibility of stall holder businesses. The coordinator will not be contacting you for payment!
- Stall holders who pay by a Cheque that is dishonored will be charged \$35 dishonor fee including administration fee.
- Power is extremely limited and must have prior approval before market day. Additional \$10 for power.
- Site fees are forfeited if you cancel within 72 hours of event date.

## 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 etc must be contained to the stall site boundaries (1 meter from walking path) Public access ways must always be clear.
- 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 sandbags.
- Tents, covers and all stall equipment must be erected securely and weighted or secured at all times.
- All equipment must be in good working condition and be operated in a safe and responsible manner.
- Covid safe practices for your site must be adhered to always. Signs/directions for your customers must be laminated or protected from weather and displayed clearly.

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## **INSURANCE**

- Stall holders must hold a current public liability and product liability insurance policy with \$10 million minimum cover.
- Stall holders providing any processed foods, drinks, alcohol, and amusements must hold a current public liability and product liability insurance policy with \$20 million minimum 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, Yarrawonga, unless otherwise notified.
- Site numbers are provided to stall holders on market day upon registration of arrival at the Murphy Street gate.
- Entry to the site is for set up is from 6am to 8am.
- **Strictly no vehicle entry will be permitted after 8.30pm.**
- **SAFETY OF ALL PUBLIC IS PARAMOUNT**
- Market formally commences from 8.30am. However local customers start shopping at 8am.
- Market formally concludes at 12.30pm. However, if foot traffic is still busy, we encourage you to take advantage of extra trade.
- 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 at 8.30am stallholders must continue trading until the market closing time.
- 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 preassigned 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](mailto:ymcmarket@gmail.com) or post to PO Box 190, Yarrawonga 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 notification is not given you will be issued with a warning. Failure to notify on a second occasion will result in you not being able to trade at this market. No refund is given.

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- 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. Failure to comply will result in your eviction from the premises without a refund.**

## **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 will 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 very limited, and power outlets may only be used with the permission of the market's coordinator.
- Any power leads that are used must be safely secured.

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- 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 **including covid-19 safety regulations.**
- Stallholders must not act in a verbally or physically abusive, dangerous, or disruptive manner. Such behavior 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, **including covid-19 safety measures.**
- 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 stallholder's 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 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, **including covid-19 market requirements to wear mask, hand sanitise and socially distance per covid 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 stallholder is not trading.
- Any failure by the stallholder 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.



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## 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 (8.00am-12.30pm)
- Fails to abide by the terms and conditions of the market's 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.

**STALLHOLDERS EXPRESSION OF INTEREST**  
**YARRAWONGA FARMER'S & CRAFT MARKET**

Please fill in this form and return your details and payment to  
Yarrowonga Mulwala Tourism & Business Incorporated  
1 Irvine Parade / P.O Box 190, Yarrowonga VIC 3730  
Cheques payable to Yarrowonga Mulwala Tourism  
Credit Card (Visa / MasterCard) payments welcome.

Market Coordinator: Helen Copland

Phone (03) 5744 1989

Email: [ymcmarket@gmail.com](mailto:ymcmarket@gmail.com)

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_ from \_\_\_\_\_  
**Stallholders Name** **Trading Name**

**Hereby agree that I have read the Yarrowonga 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 stallholder's application form & copies of your relevant current insurance policy, street trader registration, compliance certificates & working with children checks, liquor license and food act registrations as required.**

**Ensure to submit updated & renewed documents when due.**

**Please Note:** If your product range changes you must email the co-ordinators at [ymcmarket@gmail.com](mailto:ymcmarket@gmail.com) at least 30 days before the next market giving a brief explanation of the product you intend to sell & your involvement in producing it. Failure to advise of product changes will result in you being told to remove your product on market day and a formal warning issued. If a further instance occurs, you will be given written notice that you will not be able to attend the market in the future.