



Kingsbury Drive Community Market

POLICY & PROCEDURES

Full Time Stall Holders

Shop 378a Level 3 Greensborough
Plaza Greensborough 3088
Tel: 03 9435 8282
Fax: 03 9432 4147
Email: info@dvsupport.org.au
Web: www.dvsupport.org.au

The Kingsbury Drive Community Market is managed by Diamond Valley Community Support Inc. (DVCS) under the agreement with La Trobe University, and within other legislation, rules and regulations relating to the operation of community markets.

Market address is: Car Park 2,
La Trobe University - Bundoora Campus
Kingsbury Drive
Bundoora 3086
Market Phone is: 0421 653 707
Market Email is: market@dvsupport.org.au

1. Full Time Stall Holders

The term 'Full Time' is defined as a Stall Holder that has a permanent allocated site at each Sunday Market.

To be considered for a Full Time site a Stall Holder must:

- have attended 12 consecutive markets as a casual
- meet all other eligibility criteria governing the allocation of market stalls
- fill out and submit the Full Time Site Request Form.

All applications for Full Time Stall Holders will first be placed on a waiting list. There are no guarantees as to when Full Time Stall Holder applications will be filled. DVCS reserves the right to use its discretion in managing the waiting list and allocating Full Time Stall Holder sites as and when they become available.

2. Market Operating Times

Arrival time: 7:00am (positions cannot be guaranteed after 7:30am)
Set up time: 7:00am – 9:00am
Market Hours: 9:00am – 1:00pm
Pack Up time: 1:00pm – 2:00pm (all Stall Holder sites must be vacated by 2:00pm)

3. Fees and Sites

- The fees per site are as follows:

No. of Sites:	Monthly Charge
1	\$80
2	\$160
3	\$240
4	\$320
5	\$400

- A maximum of five (5) sites per fulltime stall is permitted.
- All fees quoted are inclusive of GST.
- Fees are based on 48 weeks of trading and four scheduled closures per year.

- Fees will be reviewed on a regular basis and Stall Holders will be given at least two months' notice of any rise in fees.
- A Full Time Stall Holder may have up to 2 fulltime stalls at the market provided the stallholder sells different products at each stall.
- DVCS has a non-exclusive licence with La Trobe University to use Car Parks 1 and 2, and as such site allocations cannot be guaranteed.

4. Invoicing and Payment

- Fees by default will be invoiced on a MONTHLY BASIS
- Invoices will be issued on the first day of the month, for the upcoming month.
- Payment is required by the **15th of the month prior** (i.e.: 15th May for the June markets) e.g.:

Market Month	Invoice Issued Date	Payment Due Date
June 2017	1st May 2017	Monday 15 th May 2017

- Late payment of invoices will not be tolerated. It is the responsibility of all Stall Holders to ensure fees are paid by the due date.
- Non-payment by the due date may jeopardise Full Time status and entry to the market.
- DVCS reserves the right to cancel a Stall Holders Full Time status if payment is not received or received late (late being defined as more than seven working days).
- Full Time Stall Holders may request to have their fees invoiced on a quarterly or half yearly basis. Please see the Market Manager if you wish to change the default invoicing period.

5. Invoice Payment Methods:

There are **two** ways to pay your fees to DVCS.

1. Direct Deposit to our Bank (cash or cheque)

Bendigo Bank Deposit Account:

BSB: 633000

Account Number: 135087187

Account Name: Diamond Valley Community Support Inc.

You MUST include your name or invoice number as a reference when paying.

2. Internet banking

Bendigo Bank

BSB: 633000

Account Number: 135087187

Account Name: Diamond Valley Community Support Inc.

You MUST include your name or invoice number as a reference when paying.

Note: Personal payments are <u>NOT</u> accepted at the DVCS office

6. Refunds and Credits

- Full Time stallholders will receive a credit on their next month's account ONLY if the market is closed by DVCS due to bad weather (see Section 19 - Cancellation of the Market due to Weather) or if the number of scheduled closures exceeds four per year (see Section 18 - Scheduled Closures of the Market).
- In all other instances there will be NO REFUND or credit of fees permitted.

7. **Approved Leave Policy**

Full Time Stall Holders can apply for approved leave of up to a maximum of four weeks each calendar year. Approved leave can be taken in weekly blocks at any time of the year.

Full Time Stall Holders wishing to take approved leave must provide at least two months' notice for each period of leave. Full Time Stallholders should make application for approved leave by submitting a 'Leave of Absence' form which is available from Market staff, the DVCS office or at www.dvsupport.org.au.

Fees will not be charged for approved leave provided the necessary two months' notice has been given. If two months' notice is not given then fees will be payable.

Note: One week's approved leave equates to one quarter of the monthly fee.

8. **Other Absences**

In addition to the permitted four weeks approved leave, Full Time Stallholders shall be allowed up to 4 additional absences in a year for sickness, bereavement and other personal circumstances.

All Full Time Stallholders must advise the Market Manager of any absence and the reason for the absence as early as practicable. Notification should be communicated to the Market Manager via SMS or mobile phone Mob: 0421 653 707.

Note: there are no refunds or credits for other absences.

9. **Attendance Policy**

To preserve the overall look of the market and avoid gaps and vacant space, Full Time Stall Holders are expected to attend the Market every week, unless the Stall Holder is away on approved leave or other absence due to sickness, bereavement or personal circumstances.

DVCS reserves the right to cancel a Stall Holders Full Time status if attendance drops below 40 weeks in a calendar year.

Given that the market is an outdoor all weather market, all Full Time Stall Holders are expected to bring along suitable weather protection structures so that they can trade each week.

10. **Table Hire**

Table Hire = \$10 plus a \$50 deposit per table

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.

11. **Insurance**

All Full Time Stall Holders must hold current Public and Product Liability Insurance and Comprehensive Motor Vehicle Insurance.

a. Public and Product Liability Insurance

All Full Time Stall Holders must have the following insurance:

1. Public Liability of at least \$20,000,000
2. Product Liability of \$20,000,000
3. All insurance policies must list Diamond Valley Community Support Inc. as a 'Co insured'

4. A 'certified' copy of the policies must be lodged with DVCS

b. Comprehensive Motor Vehicle Insurance

All Stall Holders must have Comprehensive Motor Vehicle insurance including:

1. Third Party Property Damage Insurance for an amount of not less than \$10,000,000; and
2. Third Party Bodily Injury insurance.

12. Size of Stall and Structures

Size of the market sites is approx. 2.5m wide x 5m deep. Cars can remain on site but the space is considered part of the stall size. Maximum of five (5) sites per full time stallholder.

- ALL tents, marquees, umbrellas and other temporary structures must be secured and/or weighted so as not to pose a safety hazard. All guy ropes must sit within your allocated stall site.
- Weights of 10kg minimum must be fixed to each corner of a tent, marquee or structure.
- Our Market Staff will be on site throughout the market and will inspect all structures.
- If for any reason a structure is deemed unsafe the Manager has the authority to insist that it is dismantled. These reasons may include: installation method, structure material and/or overall suitability to the prevailing outdoor conditions.
- The decision of the Market Manager shall be final.

13. Change of Stall Size and Location

- Stall Holders can request to change the size of their stall or stall location. This request must be made in writing, and only one change every 12 months will be allowed.

14. Cessation of Full Time Status

- Full Time Stallholders wishing to cancel their Full Time Stall Holder status may do so by giving at least two month's written notification to the Market Manager.
- Those Stall Holders who have become Full Time since our move to La Trobe University may have to relinquish their Full Time status should the Kingsbury Drive Community Market be relocated to a 'smaller' location in the future.

15. 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.
- A limited number of rubbish bins are made available for the shopping public to use, however these bins are not available for Stall Holder use.

16. Quality and Diversity of Products

- Products and Services at the market should be of a considered 'reasonable' standard i.e. they must be of a standard equal to or better than similar items sold at the market and in similar outlets outside. DVCS reserves the right to terminate the Full Time status of a Stall Holder whose products or services are considered not up to standard, or counterfeit.
- To ensure diversity, there are product restrictions. Limits are applied to the number of stalls allowed per market by category. This list is maintained by the Market Manager and updated as required.

17. On the Day

- Set up between 7:00am and 9:00am.
- Stall Holders **MUST NOT** commence trading prior to this time otherwise they may lose their Full Time position.
- Entry point: Kingsbury Drive. Wait for instructions from the Market Manager.
- Stall Holders must present their Market ID to the Market Staff upon entry to the site.
- No moving vehicles are permitted on site between 9:00am and 1:00pm (except in the case of an emergency, or by approval of the Market Manager and under Market staff supervision).
- Kingsbury Drive Community Market is a smoke free and alcohol free event.

18. 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.
- Scheduled closures do not usually exceed three per year. However as we have an unrestricted licence to use the La Trobe University Car Park areas, the number of scheduled closures as determined by La Trobe University may increase.
- The fees are calculated assuming up to four scheduled closures per year.
- Full Time Stallholders will be notified of any scheduled closures as and when we become aware of them.

Note: there are no refunds or credits for up to four scheduled closures per year.

19. 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.
- Full Time stallholders will receive a credit for the lost market in the next month invoiced. The amount credited will be one quarter of the monthly fee.

20. Second Hand Goods

- 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 must 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. Please check with Consumer Affairs Victoria:
www.consumer.vic.gov.au

21. Food Stalls

Full Time Stall Holders selling food or food products (e.g. cakes, drink, meat products, lollies, sausage sizzles, etc.) must hold a Streatrader Registration from Darebin City Council or another council.

A copy of the Streatrader Registration must be given to the Market Manager and this will be held at DVCS. Stall Holders should contact Darebin City Council's Health Service Unit for

details on 8470 8652 or visit their website: www.darebin.vic.gov.au

Food Stall Holders must supply their own safety equipment i.e. fire extinguisher and fire blanket for use on the day.

Note: ALL Food Stall Holders must supply a suitable rubbish bin for customers and remove all their own rubbish from the site.

22. Health and Safety

Manual Handling

All stallholders must observe correct and safe manual handling procedures. This includes the use of trolleys to move trestle tables and other 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. The sound of generators must not cause disturbance or interfere with the activities of other stalls and patrons.

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.

23. Sub-letting

Stall Holder spaces cannot be transferred, sublet, franchised or sold to any other person. Stallholders may apply in writing for a family member/associate to operate their stall for a period of up to a month. No changes in product are allowed during this period. All such applications are to be approved by the DVCS Office.

24. Purchase of a Stall Holders' Ongoing Business

Those wishing to purchase a Full Time Stall Holders business must understand the following policies in relation to Full Time Stall Holder status, fees and trial period.

For the purposes of this section, the party purchasing the Full Time Stall Holder's business will be referred to as the "purchaser" and the Full Time Stall Holder who is selling their business will be referred to as the "vendor".

- The purchaser of a Full Time Stallholders business does not inherit the vendor's Full Time Stall Holder status.
- If the purchaser wishes to continue to operate the vendor's business at the market, the purchaser will be allocated Casual Stall Holder status and be given a trial period of 12 weeks.
- The purchaser will not need to book but will need to pay casual rates for the first 12 consecutive weeks. Casual rates cover 2 parking spaces. If more or less parking spaces are required the cost will be adjusted accordingly.
- At the completion of the 12 week trial period DVCS Management will review the purchaser's attendance and performance.

- If we are satisfied with the purchaser's attendance and performance, and believe that the purchaser is a good fit for the market then the purchaser will be offered Full Time Stall Holder status. All relevant policies and procedures for Full Time Stall Holders will then apply to the purchaser.
- The purchaser will be allocated the vendor's same location.
- The purchaser must sell the same products as the vendor and which is currently approved.
- At the end of the trial period, space requirements and the product mix may be negotiated.

25. Regulations and Permits

- DVCS reserves the right to terminate Full Time status and the opportunity to operate a stall at the market if the Stall Holder does not comply with DVCS Policies and Procedures.
- As the market is held on 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 authority including La Trobe University and DVCS in connection with the Market and the use of the stall sites.
- There is a quota on types of goods sold at the market. This is decided at DVCS's discretion. The Stall Holder will be advised at time of booking if this quota has been reached.
- Stall Holders cannot sell products other than those agreed upon when Full Time status is granted.
- If a Full Time Stall Holder wishes to change the products sold, a written application must be made to DVCS.
- 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 and alcohol must not be sold at the market.
- Stallholders are not permitted to bring animals with them to the market.
- All decisions made by the Market Manager must be complied with on the day.

26. General Terms and Disputes/Complaints:

- 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 Policies and Procedures it will post them on its website within a reasonable time. DVCS will also distribute copies of the new Policies and Procedures to all Stallholders. Stallholders will be deemed to have agreed to the amendments by continuing to maintain a stall at the Market.
- 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.
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 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.