

The Mildura City Markets are located in Langtree Mall between 8th Street & 9th Street.

The facts are: The market isn't operating regularly at present but we have a few dates over Easter & Christmas, please check our website for coming events. **www.milduracitymarkets.org.au**

Market Times: The times will be advertised on the upcoming Event.

1. **Bump In:** You may **set up** your stall after organisers have advised you of your designated site and starting hours. Cars to be unloaded and then be removed quickly to designated car parks.
2. **Bump Out:** Packing up times **NO EARLIER** than advised by market organisers.
3. **New stallholders:** If you are a new stallholder, please meet near the small stage for placement to your stall (We will be wearing orange Fluoro jacket or Blue Fluoro shirt, walking around the middle of the mall.
4. **Sites:** are marked and numbered. Regular stall holders will have the same marked and numbered site each market day. (Unless notified). Officials will assist you to your site.
5. **Cancellations:** Please advise us when not attending either by phone, email or the week before. If we are not notified of your absence, your site could be forfeited. All messages of absence must be received by Friday lunchtime before the market. Unless an emergency arises. If you fail to inform committee of absence you will be charged your site fee.
6. **Money:** (cash) will be collected during the market by Management personnel with the receipt book.
7. **Site Fees:** All stall holders will pay the fee on the application form.
8. **Community Groups:** We strongly support Our Community, please ask about site fee as they may be waived.
9. **Site sizes:** All sites are 3 metre (cross front) x 2 metre deep (to the back wall) even with a Gazebo, leaving 1 metre in front for customers to look without blocking the walkway. Tables can be set up in a "L" shape, or a U shape using a small table (based on moulded table 1.8mx0.9m) or "H" shape using card tables please make sure it fits into 3m x 2m size. (It would be advisable to have your own shade, gazebo or umbrella.) Please leave enough room (.3 m on either side) beside your stall for people to move between.
10. **Insurance:** Each stall holder must hold valid public liability Insurance, copy must be handed in, prior to attending.
11. **No-Insurance:** Insurance **can** be purchased from the Mildura City Markets.
12. **Permits:** If you are selling any food, jams, preserves, juice, fruit and vegetables or bottled water, please supply a current Streatrader registration from MRCC, with Mildura City Markets on it.
13. **Safety procedures:** these will apply at all times.
 - Vehicle movement in the area will be restricted to specified setup times and departure times.
 - a. In the interest of safety, vehicles will only enter from 11th Street direction. This will allow easier visibility of your vehicle to the public. Entry into the site will be done under supervision of a safety officer.
 - b. Hazard lights on and a "walking pace" speed limit in the area must be adhered to at all times.
 - c. When backing, please have the safety officer or a stallholder help to check area behind car.
14. **Parking:** In the interest of having many visitors to our market, we wish to ask all stall holders and helpers to move their cars from the area to the Lime Ave car park, allowing more space for our shoppers.
15. **Bump out Movement:** Towards the end of the market, no earlier than advised cars are to enter from 8th Street. Management will direct incoming traffic.
16. **Acceptance** into the Mildura City Markets as a stall holder means you agree to abide by the Market regulations.

If you need any advice, relief or help, please let us know by ringing or texting. Mobile 0400 032803
Central Point for Market Committee will be in and around small stage in the middle of mall.

Applications

- Acceptance and non-acceptance of applications will be based on the information given by the applicant on their application, meeting the approved Product criteria, quality, product distribution, diversity (market mix) and availability.
- The Committee reserves the right to reject applications and not enter into any correspondence or otherwise explain the reasons for its decisions. All decisions made by management are final.
- Stall rental and stall positions are totally at the discretion of Management.
- Stalls cannot be transferred, sublet, franchised or sold to any other person, nor can they be shared without written approval.
- Upon applying for a stall, stallholders agree that any images that they supply can be used to promote MCMI events. Stallholders must only provide images that are their own or have copyright of.
- Stallholders must also agree that they will exercise good judgement and always be respectful and courteous to MCMI, fellow stallholders and customers on all platforms of media and social media.

Approved Products

- We encourage all products offered for sale to be made and sold by the stallholder/s.
- Products that are clearly deemed inappropriate (e.g.: discriminatory or offensive) by Management will not be considered.
- Plants: Buying from a wholesaler and on selling is discouraged unless approval by management is sought.
- 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 Management 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 your stall unless written approval is given by Management.
- Stallholders are not permitted to sell other Stallholders products unless approved by management
- All products and stall presentations must be of a high standard.

Fees & Insurance

- Stall fees are outlined in the application form.
- Stall fees do not include Public Liability insurance. Stallholders who have their own insurance must supply a Copy of Policy.
- Fees must be paid on the Market days set by Management and failure to pay the stall fee at this time is a breach of these regulations and all further bookings will be cancelled.
- Stallholders who pay by a cheque that is dishonoured will be charged an administration fee of \$60

Market days

- Registered stallholders must be in attendance during the market trading times as advertised at Mildura City Markets.
- 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 after closing time unless otherwise advised by MCMI.
- Any Stallholder seen to be moving their vehicle into market before the advertised market closing time, unless approved by management will be handed a printed 'leaving early' warning slip.
- Notification of non-attendance is required on market days via market mobile (0400 032803) to allow neighbouring stallholders to spread out and fill in gaps. No refunds/credits will be given or considered on market days.
- Loud product promotion of their products at stall sites or in walkways by stallholders is not permitted.
- 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 must be in writing.
- Raffle tickets may not be sold. Only handbills approved by Management may be displayed on stalls.

- Community Groups selling raffles need to get permission from Management.
 - Products and produce with faults must be clearly labelled and sold as seconds.
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Cancellations and Refunds

- Notification of non-attendance is required. If no notification is given then all future bookings will be cancelled and any monies paid will not be refunded.
- There is no fee if more than 4 days' notice is given and any monies paid will be refunded or credited to next market owing.
- A \$20 admin fee/cancellation fee will be charged if a booking is confirmed and then cancelled within 4 days of the market day.
- A full refund will only be paid or credited to another market providing that more than 4 days' notice was given.
- NO refunds are given for cancellations that occur within 3 days of a market day, or for cancellations received on market days.
- Management is not responsible for adverse weather conditions so there are no refunds for this reason.
- If stallholders have not yet made payment for a market and cancel within 3 days of the market day, they will be expected to pay the full amount owing for that market. (unless the management committee otherwise state)

Adverse Weather

- Markets will operate in varying weather conditions and stallholders must be prepared for adverse weather.
- **HEAT POLICY:** At the discretion of Management, the Market can be cancelled, or market may close earlier if conditions deem this necessary, this is at the discretion of the Market Management.
- If a **CODE RED DAY** is called by the CFA, then the market may NOT operate this being at the discretion of Management.
- Stallholders may pack up their stall due to adverse weather conditions but may not leave unless permission is given by Management.
- No refunds/credits are given for the cancellation of markets and/or reduced trading hours on market days due to adverse weather conditions by the stallholder and/or Management.
- Management will not be held responsible for any loss including fees paid by stallholders, damage or injury whatsoever resulting from adverse weather conditions.

Occupational Health and Safety

- Stallholders must drive within the market area at a safe speed that is no greater than 5km.
- Stallholders must drive with their car window down when driving through the area.
- Vehicles are not permitted to move within the market area 30 minutes prior to market advertised trading times.
- As advertised to the public and in the interest of health & safety, stallholders DOGS are not permitted at market venues.
- Within market area, smoking is **not** permitted at any stall site.

Waste and 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 an imposed levy.
- 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 and undamaged.

Stall Set-up and Equipment

- Stallholders must provide their own covers and stall set-up which must be good in presentation.
- Management do not provide any stall equipment, they only provide site area.
- 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.



- Tents, covers and all stall equipment must be erected securely and weighted or secured at all times regardless of the weather.
- All equipment must be in good repair and be operated in a safe manner.

Food stalls

- It is the Stallholders responsibility to apply to the local Shire/council (Health and Environmental Services department) and obtain and pay any registration required.
- Stallholders must supply copies of registration with their local council and also the council in which they are trading, to Management, including Streatrader Registration.
- Food stallholders must comply with any local, state & federal health regulations and food acts.
- Failure to comply with health department standards and regulations may result in immediate closure of stall and future stalls may only be reinstated once Management are satisfied all standards and regulations have been adhered to.
- Stallholders selling take away foods or drinks must have temporary floors (tarp) at their site on market days.
- Stallholders selling take away foods or drinks are permitted to sell plain bottled water capped at \$2 per bottle.
- All food/drink samplings offered to patrons must be covered and protected from dirt/dust/insects

Power/Gas Equipment

- Powered sites are limited and power outlets may only be used with the permission of Management.
- Stallholders must ensure that all electrical equipment and leads be tagged in compliance with relevant workplaces regulations.
- Stallholders must ensure that all gas appliances are approved and in date.
- Stallholders using gas appliances must complete the ESV (Energy Safe Vic) self-checklist prior to trading at each market and present if inspected by a representative from ESV.
- Stallholders using gas/electrical appliances must have a suitable fire extinguisher or fire blanket on site.
- 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

- The Market is conducted by the Mildura City Market Inc. Management Committee, not by the Stallholders. Stallholders must respect the Market Management and not speak out of place to the media or on social media. If they have a grievance they can submit in writing their concerns which will be dealt promptly and fairly by the committee.
- Stallholders must respond co-operatively to any direction given by Management 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.
- 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.
- 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 caused, the costs of any 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 Management any incident or accident to any person or property that involves loss or could be expected to give rise to a claim.

Warranties & Representations of Stallholders

Management permits the stallholder to attend the market in reliance on the following warranties and representations hereby made by the stallholder.

- The stallholder is the owner of the approved products with full power and capacity to sell absolute legal and beneficial ownership of the approved products to a third party without any encumbrance.

- The stallholder is not in reliance on any representation or statement made by the Management that is not expressly contained in these regulations.
- 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 retail laws currently in force;
- The stallholder does not bring into the market any hazardous materials or 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 market 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.

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 the Management 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, the Management's liability is not limited, in the case of any legislation that prevents any limitation the Management's liability or, if the legislation does permit a limitation of liability, the Management's liability is limited to the cost of the Management refunding the Stall Fee.

Stallholder Indemnity

Without limiting the generality of any other provision of these regulations, the stallholder hereby indemnifies and holds the Management harmless from and against all claims for Loss arising in connection with or in relation to:

- The Stallholder's occupation at the market;
- The sale or attempted sale of the approved products or any other products or services;
- Any injury or harm suffered by the stallholder;
- 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;
- Any loss of or damage to the stallholder's property
- The death of any person of a consequence, in whole or in part, of any act or omission by the stallholder;
- Any breach of these regulations by the stallholder; or
- Any legal costs on a full indemnity basis incurred regulations.

Exclusion of Liability

The Stallholder acknowledges and agrees that Management makes no warranty or representation in relation to or in connection with the stallholder's occupation or use of, the market knows and agrees that the Committee has made no warranty or representation in relation to or in connection with:

- The prospects of the stallholder for selling the approved products at the market;
- The stallholder's access to people visiting the market or the access those people have to the stallholder;
- The existence, number or quality of products that will compete with the approved products for the attention of prospective buyers;
- The existence or extent of services and/or facilities of any kind at the market;
- The position within the market that the stallholder will occupy;
- The suitability of the market for any particular purpose or the existence of any latent or patent defect at the market;
- The extent, if any, to which other visitors to the market might interfere with the stallholder's use of the market

- The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the Management;
- 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
- The existence or extent of any security at the market;

Committee's Representations

Management consent to the stallholder's ongoing attending rights in relation to the market into the future and such approval can be terminated by Management at any time in writing and without any period of notice. The Management 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 goods or services offered by the stallholder which are not approved products; or
- Request that the stallholder undertake any reasonable measure which in the opinion of the Management will improve the safety of the stall or to raise the level of presentation of the stall and its products.

Termination

Management 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 in a timely manner;
- Fails to abide by the markets set up or pack up conditions;
- Fails to abide by the market's trading hours;
- Fails to abide by the terms and conditions of the Market Rules and Regulations
- Fails to limit the products offered for sale to approved;
- Commits a criminal act at the market; or
- Behaves in a manner that breaches the market's Code of Conduct

Media/Social Media Policy

The Mildura City Markets Inc. (MCMI) Media/social media policy relates to all media/social media channels used under the MCMI brand, including Facebook, Twitter, Instagram, YouTube, TV, paper and any other digital sites being operated by Mildura City Markets Inc.

- This policy exists in order to inform and explain all relevant information and details regarding the expected behaviour of stallholders using and connecting with MCMI's media/social media channels. This policy covers personal as well as business accounts.
- Stallholders must not post a comment or content which is, or could reasonably be considered to be: unlawful, discriminatory, vilifying, menacing, harassing, offensive, threatening, stalking, violent, obscene, defamatory, infringing of intellectual property rights, misleading, false, deceptive, fraudulent or spam.
- Stallholders must not communicate anything that might damage MCMI's reputation, brand image, commercial interests, or the confidence of our customers.
- MCMI's stallholders must refrain from airing their grievances, negative opinions and/or views on contentious public issues on MCMI's media/social media pages or posts.
- MCMI may, in its absolute discretion and for any reason, delete any comment posted on its Facebook, YouTube or Instagram channels.
- All stallholders are welcome to post on the event pages of markets they are attending to promote their stall.
- All stallholders are welcome to tag MCMI in posts advertising their stall, products and/or attendance at markets. We will sometime share these posts, referencing your business account when doing so.
- This policy does not apply to stallholder's personal use of social media where no reference is made to MCMI and/or such usage has no connection to MCMI or the events MCMI run.
- MCMI reserves the right to cancel any future bookings of a stallholder who is in breach or does not comply with the Media/Social Media Policy.





Mildura City Markets Inc. --- Information General & Regulations 2023-2024
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