



## **TERMS AND CONDITIONS FOR STALLHOLDERS – FROM 1 JANUARY, 2010**

### **MARKET SITES**

The allocation of a market site is at the discretion of authorised EHA staff and ownership, possession and control of sites is held by the EHA at all times.

Market sites are not guaranteed and this agreement is not transferrable.

Stallholders are to ensure that their site is always attended, presentable, professional and safe and all displays are contained within the set site parameters.

Stallholders must leave their site in a clean state and all waste must be removed from the site. Stallholders must not dispose of grey water on site or dispose of any plastic or cardboard packaging at the markets.

Sites must be ready to trade from 6am-1.30pm on Saturdays and from 7.30am-1pm on Wednesdays.

Absences from the market must be notified to EHA's office by 9am the day before the market.

Late or no advice of absences will result in full fees being charged.

Stallholders are required to attend their site in all weather conditions and only EHA authorised staff can announce a cancellation of the market should the weather conditions become unsafe.

Regular stallholders must attend their site for more than 46 weeks each year or they will be considered to be casual stallholders.

### **RENTS AND FEES**

Regular stallholders receive 10% discount off published rates for site rental and market hire fees paid in advance each month.

Casual stallholders pay an additional 7% on published rates for site rental and market hire fees paid on the day a market site is rented.

Casual stallholders must pay their rental and market hire fees by 8.30am on the day a market site is rented.

Payments may be made by cash, cheque, eftpos or by direct deposit to Bendigo Bank BSB No 633 108 Account No 1335 48487 quoting the stallholder's last name as the reference.

All outstanding payments will be charged a \$10 late fee for each market day they are late.

Full indemnity fees will be charged for dishonoured cheques.

Market hire fees apply to limited storage facilities available for stallholders who attend the markets twice a week. All items stored are at owner's risk.

Site rental rates will increase on the first market each calendar year by an amount equivalent to the CPI increase determined in the September quarter for the previous year.

## **INSURANCES, LICENCES AND REGISTRATIONS**

All stallholders must have current Public and Product Liability Insurance for \$10M, a copy of which must be provided to authorised EHA staff prior to the stallholder commencing trade.

Food stalls must display a current Food Business Licence and the stallholder must have completed a food safety supervisor's certificate course.

All food stalls must fully comply with food, health and safety standards and must ensure the health and safety of their customers and fellow stallholders.

All electrical and gas equipment must be regularly maintained and have current testing tags attached as required by law.

## **VEHICLES AND PARKING**

Stallholder vehicles are not permitted on Memorial Drive, Napier Road, Caplick Way, Lonergan Lane and Albert St in Eumundi between 6am – 2pm on Saturdays and 7.30am – 1.30pm on Wednesdays.

Stallholders are encouraged to use the complimentary stallholder bus shuttle service and car parking grounds located in the Strawberry Fields.

## **GENERAL CONDITIONS**

Stallholders are to represent themselves and the market in a professional, safe and courteous manner and to not engage in behaviour that brings the reputation of EHA and the markets into disrepute.

Stallholders shall comply with reasonable directives by EHA authorised staff.

Stallholders who are EHA members are to declare a conflict of interest when voting on market matters is scheduled at EHA general meetings pursuant to the rules contained in the Constitution of EHA (Clause 33).

EHA's authorised staff reserve the right to refuse entry to any person into the market at their sole discretion

No smoking or dogs (except guide dogs) are permitted within stalls or on market grounds.

No plastic bags or packaging material provided to customers for carrying or packing of stallholder's goods are permitted and stallholders are to ensure packaging and serving materials are fully compostable and contain no petrochemicals.

In case of an emergency, stallholders are to comply with EHA's authorised staff directions and proceed to designated assembly areas in either of the Napier Road customer car parks.

Occupational health and safety is the personal responsibility of stallholders to protect their own and others' safety.