



# Malak Marketplace

LOCAL & ORGANIC FARMERS' MARKET

## Stallholder Terms and Conditions 2019

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All applicants must submit an Application Form prior to trading. By submitting an Application Form, Stallholders agree to be bound by these General Terms and Conditions.

As well as new Stallholders, all current Stallholders at our Market agree to be bound by these General Terms and Conditions 2019.

These General Terms and Conditions may be withdrawn, changed or replaced at any time by Malak Marketplace in its sole discretion and communicated to you.

### **Attendance at Markets**

Stallholders agree to attend for at least thirteen (13) consecutive weeks (**Initial Term**) in order to establish a business. After the Initial Term of thirteen (13) weeks, two (2) weeks' written notice must be given to Malak Marketplace should Stallholders wish to leave the Market.

Malak Marketplace operates Markets on a permanent basis throughout the dry season. It is your responsibility to attend every Market and pay the relevant site fee, whether you attend, or not. This ensures the continued loyalty of our customers and the successful operation of the Markets. Many Stallholders rely on Malak Marketplace as their main source of income and our customers must have confidence that all Stallholders will be in attendance at all times.

All Stallholders must provide MMP with 2 weeks' notice to leave our Markets.

## **Definitions**

**"Initial Term"** means to attend MMP for thirteen (13) consecutive weeks;

**"Producer"** means farmers, home gardeners, gourmet food and artisan suppliers who grow and produce their own products;

**"Distributor"** means anyone who accesses additional produce from producers in their district or from producers with whom they have a long-standing or on-going business relationship.

**"Reseller"** means purchasing of product from another Market, wholesaler or wholesale distribution centre for resale on Market Day. This is strictly prohibited without the prior written approval of MMP;

**"Stallholder"** means those who have completed and submitted an Application Form, paid any relevant application fee to MMP and have been accepted by MMP as a Stallholder at any Market. "Stallholders" also includes Stallholders' employees, agents, contractors, consultants and family members who attend and sell at any Markets;

**"MMP"** means Malak Marketplace.

## **Disabled Access**

Disabled access is available at Malak Marketplace.

## **General**

MMP is committed to bringing organic, premium quality, fresh produce and gourmet foods to consumers in public spaces within Darwin. MMP will give preference to the following types of Stallholders:

- (a) NT Organic farmers and producers
- (b) Producers who grow, make or produce the food themselves within a 200 kilometre radius of the market;
- (c) Artisans who make authentic exciting products;
- (d) Producers who follow sustainable farming practices; and
- (e) Farmers or Producers who commit to attend every market on a permanent basis.

MMP strives to have a diverse and rich mix of stallholders on each Market Day. The number of producers selling one kind or type of product will be at the sole discretion of MMP. MMP will retain the right, in its sole discretion, to refuse Stallholders and/or their staff entry to its Markets and need not provide reasons for such refusal.

For food stallholders, only the menu items described and approved on the menu item list may be sold from the stall. For arts, craft and produce; only goods described and approved on the product list may be sold. Any breach will incur penalty.

Alcohol, soft drinks or tobacco of any kind is not permitted to be sold.

Alcohol is not permitted to be consumed at Malak Marketplace. Anybody deemed to be drunk and disorderly would be asked to leave the markets.

MMP reserves the right, in its sole discretion, to withdraw a Stallholders' acceptance into a market, at any time and for any reason.

MMP will not be liable to a Stallholder in relation to any loss or damage a Stallholder may suffer as a result of MMP's refusal or withdrawal of acceptance into a market

Smoking is prohibited at Malak Marketplace.

### **Equipment**

Unless the use of certain equipment is specified by MMP, Stallholders should use their judgment about what equipment is required for the selling of their produce or products. MMP does not supply equipment so you will need to bring everything required, including but not limited to coloured gazebos, trolley, sandbags or other types of weights, ropes, tarpaulins, tables, fitted black or hessian tablecloths that reach to the ground, stools (never chairs) and display equipment. And don't forget the float! ☺

No Stallholder can use electrical equipment of any kind that has not been tested by a qualified electrician and have a current tag attached. Stallholders will be required to remove instantly from a market any equipment not tested and tagged.

Gazebos must be adequately weighted down at all times. This is also an Occupational Health and Safety Issue. MMP staff will inspect gazebos to ensure weights are being used.

Weights are mandatory and must be used at every Market. Failure to provide weights for whatever reason will result in management requiring the stallholder to dismantle the gazebo or gazebos immediately.

Each Stallholder is restricted to their Stall Site and must comply with all relevant laws, including Occupational Health and Safety requirements.

MMP may give direction on where to place certain equipment or signage.

MMP may require Stallholders to remove dangerous, faulty or unsightly equipment.

It is your responsibility to protect your products and you must always have the necessary equipment to do so, e.g. additional shade gazebos, shade umbrellas, or sides for your gazebo to protect against sun, wind and rain. MMP will not be liable to Stallholders for damaged or broken stock, however caused. MMP has a limited number of gazebos sometimes available for hire at a cost of \$25 per market. This availability cannot be guaranteed.

### **Exclusivity**

No Stallholder is guaranteed a monopoly or exclusivity for their products unless with the prior approval of MMP. However, a Stallholder who does not grow specific items of produce will be asked by MMP to remove these items from sale when a grower of that produce attends our markets.

### **Extraordinary charges, fees and other costs**

Should MMP incur any extraordinary costs, expenses or other charges (Additional Charges) as a result of your activity at the Markets, MMP reserves the right to pass on in full any Additional Charges to you. An example of such Additional Charges may include (but is not limited to) costs of maintenance of MMP equipment, extraordinary cleaning

charges or contract electrical charges from the use of your faulty equipment. You agree to be liable for Additional Charges and to reimburse MMP in full.

### **Food preparation/sale requirements**

Stallholders must register their business in accordance with all relevant state and federal legislation and local council regulations.

Stallholders selling ready to eat foods or offering samples to the public will require a Food Stall License from the Department of Health for the operation of their business at our markets. You must contact the Department of Health to ascertain whether this license is applicable. If required, it is essential that the Stallholder adhere to all Department of Health's requirements contained in this Temporary Food Stall License and a copy of this License must be kept at your stall site at all times for Department's inspection.

Stallholders remain liable for compliance with all laws. MMP assumes no liability for Stallholders' compliance with legal obligations and Stallholders indemnify MMP for any Stallholder's breach of the law.

### **Work Health & Safety (Health and Safety)**

All food and produce stalls must comply with Health Department regulations and must have a current Health Department certificate.

Washing up and other waste are to be disposed of in the "water waste" drums provided. Oil waste to be disposed of in the "oil waste" drums provided. Under no circumstances is any liquid waste to be poured on common ground or down storm water drains.

No smoking or eating is allowed behind any stall area.

All hot food must be stored in covered bain-maries. All cold and perishable food must be stored in cold display cabinets or refrigerators.

All food preparation and presentation must be done under a covered area. Under no circumstances is any food to be left open or uncovered.

Food handlers must wear clean clothes and must observe strict personal hygiene.

Children under the age of 12 years are not permitted, for safety reasons, to be present behind any food stalls.

### **Goods for sale**

All goods for sale must be approved by MMP. Should Stallholders wish to add to or change the mix of products offered for sale, they must apply in writing to MMP. MMP reserves the right to specify or refuse approval of certain types of products a Stallholder may sell on any market day.

### **Inclement Weather**

Our Markets are marketed and advertised as operating "rain, hail or shine" so inclement weather is no excuse for your non-attendance. Please do not apply unless you are prepared to attend in all weather conditions.

### **Insurance**

All Stallholders must have current public and product liability insurance providing a minimum of \$10 million cover. Stallholders must provide evidence of current insurance.

cover prior to trading at MMP and must display a Certificate of Currency at the site at all times.

Stallholders must also have current applicable WorkCover Insurance for all employees.

MMP will request copies of these insurance policies on an annual basis. Failure to provide evidence of current insurance cover will lead to withdrawal of approval to attend the Markets.

### **Labelling**

All labelling must conform to the Department of Health's standards. The DoH, from time to time, visits the Market to ensure all labelling and packaging conforms to State Regulations.

### **Liability and indemnity**

MMP will not be liable for any injury (including death), loss or damage suffered by the Stallholder from or in connection with its activities conducted at a Market.

Stallholders will indemnify and keep indemnified MMP against:

- (a) any damages, loss, cost and expense or liability incurred by MMP; or
- (b) any claim, action, or proceedings made against MMP arising out of the use and occupation of the Stallholder or out of the conduct of any activity of the Stallholder at or in connection with a Market.

### **Packaging**

Plastic or non-recyclable materials are barred from our Markets unless advised otherwise by the General Manager. Stallholders should provide paper bags or bags made from recycled or biodegradable products, such as EPI bags. Produce should not be bagged into non-biodegradable bags for sale to the public.

Stallholders must provide prepared food and drinks to customers in compostable, recyclable or reusable containers. Eating utensils, serviettes, stirrers should be single use and compostable.

From 1 January 2018 MMP removed all single-use plastic bags, EPI or otherwise, plastic containers, utensils, knives and forks, etc. from all Markets. Reusable jute and large paper market bags will be on sale for customers.

Weekly checks will be carried out by our Operations Manager and you will be fined up to \$100 and at the 4<sup>th</sup> occurrence lose your permit to operate as a Stallholder if any plastics are used at your stall.

To order your BioPak products please contact:

FOR BULK ORDERS:

Website - <http://www.biopak.com.au/>

### **Parking**

It is a condition of approval to trade at our Markets that all Stallholders and their staff must park their vehicles along Malak Place facing Holzerland Park. Stallholders must continue to remind staff, new and old, of their obligation to only park in the car park provided for them. All other car parking spaces must only be used by visitors to the market.

Parking illegally, or in spaces reserved for the public visiting the Markets, or hindering the normal flow of traffic in and around each Market site could jeopardise the continuing operation of the Markets and is not permitted. Any Stallholder or staff member found to be parking contrary to MMP's directions will be deemed to be in breach of these General Terms and Conditions and MMP may terminate its agreement with the Stallholder.

Stallholders remain liable for any parking infringement notices, damage to vehicles or related issues regarding parking of their vehicles.

### **Payment of site and other fees**

MMP encourages the pre-payment of your site fee each month (20% discount) or seasonal (30% discount) and payment must be in our bank account no later than Tuesday 5pm prior to each Market. If payment is not received at this time, there will be an additional \$10 service fee charged.

### **BANK ACCOUNT DETAILS:**

Account Name: Malak Marketplace Inc.

BSB: 633000

Account Number: 162108252

REF: MMP Stallholder XXXX (name)

Stall fees may be paid by electronic funds transfer or post. Cheques must clear **3 business days** prior to any Market.

MMP does not accept credit card payments.

Site fees are payable for each Market, by each Stallholder. If a Stallholder, for whatever reason, does not attend a Market the site fee must still be paid. Refusal to pay a site or service fee will lead to the withdrawal of approval to attend the Markets and your site will be allocated to an applicant on the waiting list.

### **Power**

Electricity will be provided for an additional cost. Electricity is only available for the purpose approved by MMP.

MMP does not provide any equipment for Stallholders to connect to the electricity. Stallholders may only use power leads and electrical equipment that are safe, comply with Occupational Health and Safety requirements and are tested and tagged. MMP reserves the right to inspect electrical equipment and cables at any time. Stallholders will be asked to remove immediately from a Market any untagged or out of date tagged equipment.

Electricity, or its continuous supply, is not guaranteed by MMP and no refunds or credits will be provided for any issues relating to electricity supply.

All power lead and electrical equipment must comply with Australian standards and must be tagged by a licensed electrician or otherwise recognized person. All extension leads must be 10 amp heavy-duty leads.

Power leads must not run at floor level in any pedestrian trafficable areas including public areas, within stall work areas or any other access ways.

Overhead leads must be approved prior installation.

No double adaptors are to be used – power outages can be avoided by the use of individually switched power boards and correct power distribution within the stall. Current rating of cooking equipment and appliances must be considered when using power boards and leads. Qualified Electrical advice is available from MMP management.

All stallholders with powered sites are required to have a current ‘Certificate of electrical Compliance’ and comply with all relevant Work Health & Safety regulations.

Testing and tagging service can be provided onsite if required.

### **Gas Appliances and Open Flame (Gas and Open Flame)**

All gas bottles and appliances are required to have a current Gas Compliance plate or certificate from a licensed Northern Territory Gasfitter.

Large gas cylinders must be restrained to prevent them from falling over.

Any cooking device whether gas, charcoal must be isolated from public contact and must have a protected shield around it.

You are only allowed to connect and disconnect a gas hose to/from an appliance: you ARE NOT to connect and/or disconnect hoses and regulators from gas cylinders.

All stallholders using gas or open flame are required to have a Fire Blanket and a Dry Chemical Fire Extinguisher on site at all times.

### **Promotion**

MMP reserves the right to advertise or promote the Stallholder in connection with MMP and the Stallholder consents to MMP taking and using photos which may contain images of the Stallholder's produce or image.

### **Refunds & Credits**

Stall Fees are not refundable whether you have attended a Market, or not.

Credits and refunds will not be issued for bad weather on Market days. MMP operates in all-weather on Markets days.

### **Rubbish, Waste & Recycling**

A large waste container will be provided specifically for stallholders' use.

No liquids of any sort or oils can be tipped down drains or sinks.

Grey water is to be disposed of in our water container tank provided onsite and oils in the black tin containers that are picked up by Fryer Fuels and recycled. No rubbish can be placed in the wheelie bins provided for the public's use.

Cans and plastic bottles are to be disposed of in the cage onsite. All food scrapes are to be disposed of in our green compost bin. All paper is to be disposed of in the yellow bin onsite.

The stall site must be left in the condition it was found. Should Stallholders not make good their site at the end of any Market Day, MMP reserves the right to charge Stallholders a Cleaning Fee.

### **Selling Your Business**

Should you wish to sell your business at any time you must advise MMP Management prior to the completion of the sale. MMP will investigate the proposed purchasers to ensure they are fit and proper to trade at our Markets. When MMP's approval is received

(in a timely fashion) it is important that all details of the new owners, including their public liability insurance, are forwarded to MMP prior to the new owners commencing trading at MMP's Markets

### **Stall Fees**

Please refer to our Stallholder applications for stall fees, which you can download from our website.

### **Stall Requirements**

All Stallholders must use gazebos and/or trestle tables and will be subject to local food legislation and regulations.

Trestle tables must be covered with fitted black polyester or hessian fabric that reaches the ground on all sides and produce for sale must be displayed in a visually attractive way. All products must have prices prominently displayed.

### **Stallholder Sites**

Stallholders obtain no right, title or interest in a site and cannot transfer or otherwise deal with a site. This applies irrespective of the tenure of a Stallholder or any advance payment made. Stallholders acknowledge and agree that MMP may move Stallholders at any time to different sites on different Market Days or refuse the entry of Stallholders on any Market Days in its sole discretion.

### **Standards of Presentation and Behaviour**

Stallholders and their staff who attend and sell at the Markets must have a solid understanding of the produce/product offered for sale.

Stalls must offer an abundance of produce that will satisfy customers until closing time. If sufficient stock cannot be provided at every market then permission to attend may be withdrawn. Where permitted by health regulations, Stallholders are encouraged to offer samples to customers.

All products offered for sale **must** be clearly marked with a price.

Stallholders must be clean and neatly presented, preferably wearing a uniform or consistent coloured shirts if there is more than one person selling at each stall. Shoes must be worn at all times.

Stallholders must not smoke within the Market precincts.

If for some reason, such as a medical condition, Stallholders must sit during a Market, only elevated stools are permitted as this will encourage interaction with the public. Low chairs are not permitted.

Stallholders should not wear earphones, talk on a mobile phone, text, Facebook, Twitter or work on an iPod, iPad or other device whilst manning a stall. Looking down at a screen does not encourage any interaction with a prospective customer and could lead to the failure of a business to thrive.

Stallholders must be polite and well-mannered to MMP Management, other Stallholders, staff and customers at all times. Stallholders must comply with the directions of MMP at all times. Friendliness, smiling and using customers' names is strongly encouraged!

These General Terms and Conditions continue until terminated by either party. All amounts owing by the Stallholder to MMP at the time of termination will become immediately due and payable to MMP.



### **Trading times**

Times are subject to change at any time. However MMP will use reasonable endeavours to provide as much notice as possible of any change in trading times and will publish trading times on its website.

### **Stall Set-Up, Pack-Up and Parking**

All stalls must be set up and operational by **4:00pm** and must not commence packing up until **9:00pm**. Latest entrance into the market area with a car is **3.30pm**.

All stallholders must unload their goods as quickly as possible and move their vehicles and trailers to Malak Crescent (opposite the Holzer Park) for stallholder parking.

All stallholder vehicles and trailers must be out of the market area not later than **10pm**.

Vehicles may enter and depart the Market precincts at no more than 5klms/hr to unload and pack up at your Stall Site.

If directed by MMP, you must remove your vehicle(s) from the Market precinct at least one hour prior to the commencement time and park in the Stallholders' car park.

There should be no vehicle movement on the Market Site until at least 15 minutes after the end of the Market and only then when most of the customers have departed the site and MMP gives permission to depart (always with due consideration of those customers still in attendance and those Stallholders still packing up their sites..

If Stallholders sell out of product prior to the Market closing time it is not permitted to pack up and leave early unless with the express consent of MMP. The gazebo must not be dismantled and a prominent sign should be displayed, similar to ***'SORRY - (Stallholder's name and the products being sold) SOLD OUT! We look forward to seeing you next week.'***

### **Unacceptable behaviour**

Rudeness, ignoring the instructions of MMP or any anti-social behaviour, whether in person, by phone, by email or social media, will be considered a breach of these General Terms and Conditions. Such behaviour will not be tolerated and may result in the immediate ejection from a Market with no refunds or credits applying. MMP retains the right to refuse entry to a Market to any Stallholder acting in this manner.

Offensive language and aggressive behaviour towards other stallholders, their staff, Market Management or customers in general is grounds for instant withdrawal of approval to attend MMP's markets. Also, major disruption and damage to the Markets' and MMP 's reputation can be caused by a stallholder discussing with other stallholders and customers any perceived grievances they may have. Any issues or concerns should be immediately brought to the attention of Market Management.

Again, should this behaviour be notified to Market Management it may lead to withdrawal of approval to attend MMP Markets.

Stallholders must never criticise MMP, or a fellow trader, either to the public or other Stallholders.

Stallholders must never comment negatively to customers or other Stallholders about the produce or products being sold or displayed by other Stallholders.

**Waiting Lists**

When all available sites for producers in the same class, or those preferred by MMP (for example, organic or sustainably farmed produce) have been allocated, applicants in these classes wishing to participate in a Market Day will be placed on a waiting list. Producers on the waiting list will be invited to attend a Market Day as soon as a site becomes available. However MMP makes no warranties or representations about how long it will take, if at all, for a producer to secure a site at a Market Day. MMP reserves the right to prioritise Stallholders on the waiting list in any way it deems fit.

**Conditions of Acceptance**

The Malak Marketplace Manager reserves the right to accept or reject any stall application.

The Malak Marketplace Management reserves the right to withdraw permits anytime if there are any breaches to Market Regulations or Darwin council by - Laws.

**The stallholders, in signing the applications form to conduct a stall, agree that they have read and understood all of the Malak Marketplace Stallholder Terms and Conditions 2019.**