

## STANDARD TERMS AND CONDITIONS FOR TRADERS AT OUR MARKETS (22/7/2024)

1. Choulartons Australia Pty Ltd (ABN 63 003 503 633) trading as Organic Food Markets (the Market Manager) has set out in this document its standard terms and conditions of business, which, together with the Application, will apply to all arrangements with Stallholders.
2. The terms 'trader' and 'stallholder' are of equivalent meaning for the purposes of this document.
3. Stallholders must comply with these conditions (which may be amended and updated by publication on our website from time to time), any directions of Organic Food Markets (the Market Manager) and any statutory or similar obligations placed upon them. Stallholders confirm their acceptance of these terms in writing, by countersigning a copy of these terms, by applying to come to a market via the internet, or by attendance at any of our markets.
4. Stallholders must support the markets social media program. This involves them making one facebook post in the week before they attend the market for the first time and checking in on facebook each time they come to the market. Whenever posting on social media the following hastags must be used #organicfoodmarkets and #[name of the market].
5. Stallholders on our markets have either permanents or casual Status. Where we place traders at third party markets the trader agrees not to book directly with the market in question.
6. Where a credit card has been provided by the Trader we are authorised to charge it with any fees that may arise.
7. For weekly markets, advanced rent can only be recovered once the trader has been three months at the market by giving two weeks notice in writing to [office@organicfoodmarkets.com.a](mailto:office@organicfoodmarkets.com.a)
8. For monthly markets, advanced rent can only be recovered once the trader has been three months at the market by giving two weeks notice in writing to [office@organicfoodmarkets.com.au](mailto:office@organicfoodmarkets.com.au) and then not paying rent for the following (final) two events.
9. Notice cannot be worked out in December.
10. **Permanent Traders:**
  - Must keep their rent two weeks/markets in advance for each market attended.
  - Must attend all markets and pay their rent rain or shine.
  - Must claim their pitch in the first half hour of the market set up.
  - Advanced rent can only be recovered once the trader has been three months at the market by giving two weeks notice in writing to [office@organicfoodmarkets.com.au](mailto:office@organicfoodmarkets.com.au) and then not paying rent for the following (final) two weeks. Notice cannot be worked out in December.
  - Permanent Traders rights are non-transferable. If a Trader wants to sell their business they should approach us to see if we are willing to let the purchaser retain the site. A fee of \$150 is charged in advance for handling this process. Bonds cannot be transferred to the new trader and are retained by the Market Manager in consideration of expediting the enrolment of the new trader.

If a Permanent trader is going to be late, they must phone the Market Manager before the time limit has expired for them to claim their pitch or it will be given away:
11. **Casual Traders:**
  - Must pay in advance to the office before setting up.
  - Cannot enter the market during the first half hour.

- Pay a \$10 or \$20 premium on the rent as appropriate.
  - Must wait for the Market Manager to show them where to set up.
12. **Bookings once made are firm and cannot be changed.**
  13. **It is assumed that traders will either pay by credit card on first presentation or by bank transfer straight after receipt of an invoice without being chased. An admin fee of \$25 will be charged each time the office has to chase overdue payments.**
  14. **IF YOU BRING YOUR VEHICLE ONTO ANY OF THE MARKETS BEFORE CLOSING TIME OR PACK UP EARLY WITHOUT THE MARKET MANAGER' S CONSENT, DON'T BOTHER COMING BACK!**
  15. Traders selling second-hand goods must be pre-paid by credit card.
  16. Anyone who leaves goods or waste at the market will be charged the tipping fee incurred, plus a \$200 management cleaning fee and specifically authorises the use of any credit card number that has been presented to us for this purpose.
  17. Vehicles should not travel any faster than 5km an hour and should have their hazard lights flashing when on the market site. Particular care, courtesy and consideration are expected of each stallholder while setting up and packing down.
  18. **Weather** - Markets are a weekly all weather venues. Inclement weather is no excuse for non-attendance. Traders must make arrangements to ensure that the stalls are always available. Rent remains payable even if stallholders do not attend. Repeated failure to attend will lead to exclusion from the market.
  19. **Weather Policy -**
    - Tents (which should be of a commercial grade such as the Oztrail Deluxe Gazebo and which should always be properly weighed down with 20k per leg) can be used with wind speeds up to 40 k per hour (app. 5 on the Beaufort Scale).
    - If average winds are consistently above 40k per hour traders should be warned that their tents are at hazard from structural failure. The appropriate action to remove this risk is to remove the canopy. Whatever the trader decides to do:
      - Tops should be removed BEFORE the structure is taken down as the removal of weights required to take a tend down creates the risk of the tent taking off and/or being damaged structurally.
      - If the is also raining at that time the trader may pack up and go walking his stall off if traffic considerations require.

The market will be abandoned if the average wind goes consistently over 7 on the Beaufort Scale (61k per hour).

The decision to abandon is in the hand of the market management who has a wind speed measuring device.

Hail and lightning also represent hazards. In the former case take cover as hail storms are typically short lived. In the latter case ensure that you do not try and take tents down or walk with poles or umbrellas up. Lightning tends to ground itself between a high point on the ground and the cloud.

20. Traders' consent for us to use their email or mobile is granted. Traders consent to use any photographs supplied by the trader to the Market Manager or taken at the markets is granted.
21. Where a Trader has booked in advance and then cancels, if time allows, the Market Manager will endeavour to re-let the stall and if successful will refund the Trader's fee less a reasonable admin fee. If the Market Operator is not successful the fee

will be retained by them.

- 22.** Traders are expected to inform the Market Manager of any change to their contact details.
- 23.** Body piercing, acupuncture, any skin penetration activities or beauty treatments cannot be provided by stallholders.
- 24.** Stalls selling food must comply with our Safe Food Manual, the National Code for Food Vending Vehicles and Temporary Food Premises and the requirements of the Food Act 1989, Food Registration 2001, Food regulations 2004 and Food Standards Code and any local Council Codes.
- 25.** Stallholders who deal in second-hand goods prescribed by law under the Pawnbrokers &

Second-hand Dealers Regulations from time to time more than six times in twelve months in more than household quantities must notify us and provide either second-hand dealers licence or if unlicensed their name, residential address and, if available, driver license details and vehicle registration number.

- 26.** The term 'certified organic' and/or 'in conversion to organic' can only be used on products that have been certified by either a Government Accredited certification body (such as AQIS in Australia); IFOAM, or ISO 65 with an organic component. Furthermore, stallholders agree to maintain documentation to verify the certification status of each product labelled with reference to 'certified organic' or 'in conversion to organic' to enable verification of the status of products so labelled. This will be provided through certificates for each product claiming to be certified. Stallholders understand that unless products are certified as per the above, no reference to certified organic or in conversion to organic can be made, whether by signage or verbally. Stallholders claiming to have certified organic produce agree to a random inspections involving selecting 5 products and requesting all purchase documentation to verify label claims. All invoices should be brought to the market for managers inspection should it be requested. Any food vendor selling certified organic or in conversion must display a Certified Organic Sign provided by the market.
- 27.** Any food vendor selling produce that is not certified organic or in conversion must display a Conventional sign provided by the market if requested by the Market Manager.
- 28.** No additional wording is allowed on the signs in 17 and 18 above.
- 29.** Any seller of meat must provide documentary evidence that the meat was obtained from a licensed butcher, meat wholesaler or butchery and all food vendors must maintain on site inventory of stock, supplier details, invoice and other relevant documentary evidence to facilitate food safety recall, if required.
- 30.** Food vendors selling certified organic produce must display the market standard yellow signage detailing 'Certified Organic' and must not mix organic produce with other produce. This allows customers to make clear and informed choice about their purchases. 23. Stallholders must comply with the instructions of the Market Manager's agent on site (inter alia) as to the location they are to occupy.
- 24.** No counterfeit goods may be sold.
- 25.** Stallholders must not have at their stall more than: one (1) litre approved container with any flammable liquids; one (1) cylinder of not more than 25 litres (9kg) of LP gas in use with one spare (the use and condition of the cylinders must be in accordance with AS1596-1989) at their stall. Any other cylinders containing inert gases must be secured to avoid dislodgement. An approved fire extinguisher and fire blanket must be carried. Ground sheets must be used. Any damage to surfaces must be repaired at the cost of the stallholder. Otherwise than under this rule no naked flames should be burned in the market.
- 26.** Electrical equipment must be tested to Australian Safety Standard AS3760. There is no guarantee of the availability of electricity or continuation of supply. Where it is provided a charge of \$10 a day is made.
- 27.** Stalls must be equipped with a fire blanket and fire extinguisher suitable for any of their own fire risks.
- 28.** Under no circumstances can a stallholder acquire any right in a site greater than the Market Manager is able to grant. Such rights are by way of licence only. Standard stall sizes are 3 meters square where possible. Fees are charged per standard stall with no discount for under use. Additional stall fees are charged where a stallholder exceeds a standard stall size.
- 29.** Access to the market can be refused (or a stallholder who is at the market may be asked to leave the market) by the Market Manager at any time when they owe money to the Market Manager or on any breach of these terms and conditions.

30. Stallholders must bring all their own tables, table covers, gazebos and equipment. Tables must be covered with clean cloths on all sides, down to the floor level. All stalls are to be adequately secured against wind and for wet weather. Aisles must be kept clear and boxes stored under tables where possible. Presentation of stalls must be of the highest standards.
31. Workplace Health & Safety: Traders are responsible to consider and adopt policies to minimise or avoid risks to themselves, their employees and any other people at the markets. The confirmations below are in addition to you considering and complying with your WHS obligations. Traders confirm that:
- They have considered the risks of working out of doors and instructed all staff to apply sunscreen, wear hats when in the sun, and wear robust footwear.
  - They have considered the risks of high winds and movable objects at markets and have instructed all staff to ensure all such items are adequately weighted down.
  - They have considered the dangers of vehicle movement in public places and instructed all staff to drive at under 5 kilometres an hour, use their hazard lights, turn off the radio and open the window whilst operating a vehicle in a market and, if a second member of staff is available, have them walk in front of the car wearing a high viz jacket.
  - If they sell food, they have considered all the risks associated with food preparation, transportation and service and adopted policies to ensure compliance with the NSW Food regulations including:
    - registering with the NSW Food Authority,
    - if required, appointing a qualified Food Supervisor,
    - giving appropriate warnings, if required, on food labels, and
    - giving appropriate training to all staff.
32. All traders confirm that they have considered Workplace Health & Safety so far as it relates to the use of electricity at the markets and will have all their leads and equipment tagged in accordance with the statutory requirements. Traders must ensure that any leads or generators are placed in such a manner so as not to create trip hazards or to present a hazard to the public through exhaust or heat. Electric cables must be heavy-duty construction standard, laid with due consideration for members of the public, tagged or otherwise inspected in accordance with Work Cover requirements and must have a circuit breaker. The Market Manager is not qualified to provide extension leads or otherwise assist in connection with power outlets.
33. Stallholders must recognise the right of the owner of the land upon which the market is being held to refuse access to any person.
34. No dogs or other animals, birds, reptiles or livestock may be brought into the market areas without the Market Manager's consent.
35. No stallholder will obstruct the passage of vehicles in streets near to any market. Unloading and packing up of stalls must be conducted on the market site. Vehicles must not unload/pack up from street/road frontages.
36. A certificate for \$20m of public (and if selling food product) liability insurance must be carried with you at all markets attended. If you are not able to prove you are insured you will be covered on a daily basis pursuant to our own policy that can be inspected on our website. The cost is \$20 a day.
37. Permanent stallholders may not cherry pick amongst the markets they attend. For example if they attend one or more markets ('their existing markets') and add a new market, they may not give up one of their existing markets without putting at risk their place at the new market.

38. Setting up and sales cannot commence before the times specified on our website for each market to start. Traders must cease trading at the specified times and not before. Upon closing all stallholders, are responsible for : - (1) removing all waste from the market area, and cleaning up and making good any area they use for trading including its vicinity at their own cost. All stallholders must be clear of the site by the specified time and must not vacate the site or bring vehicles onto the site before the advertised closing time.
39. Traders can only sell the range of goods agreed to by the Market Manager from time to time and must not take on other traders goods for sale without prior approval. If a trader does carry the goods of another who has been at the market, but does not attend, the trader will be responsible for an additional fee equal to one-third of a stall

fee.

40. The Trader acknowledges that to protect the legitimate business interests of the Market Operator and the Trader's ongoing access to the site and in consideration of allowing the

Trader access to trade on one or more of their sites, the Trader confirms that they will not trade on that/those site(s) as the licensee of different market operator for a period of 12 months after the last day they traded there as a licensee of the Market Operator.

41. The stallholder shall hold harmless, release and indemnify and keep released and indemnified the Market Manager from and against all actions, suits, claims, demands, costs, charges and expenses for which the Market Manager, their servants or agents may be held liable in respect of loss, damage, accident or injury of whatsoever nature or kind and however sustained or occasioned and weather to property, persons in connection with the use of any stall and any work connected therewith.
42. The Market Manager reserves the right to terminate a stallholder's participation at any time.
43. Nothing in these conditions excludes, restricts or modifies the application of provisions of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of these conditions to be void.