



Eltham Community Market Stallholders' Association Incorporated

P.O. Box 704, Eltham, Victoria, 3095

Reg: 1055620H. ABN: 60 906 130 042

Permanent Stallholder Regulations 2018

Clause 1: General

The stallholders' committee of the Eltham Community Craft and Produce Market Stallholders' Association Incorporated is responsible for the Market administration. The following regulations apply:

- The Committee reserves the right to move any stallholder to another site if it is deemed to be for the benefit of the market.
- Paying a site fee does not entitle a stallholder to ownership of a particular site.
- All goods offered for sale must be hand-made, hand-crafted or home-grown by the stallholder.
- The stallholder must not remunerate anyone in the making of items.
- The copying of another stallholders work and/ or selling of goods commercially optioned is unacceptable and will result in dismissal from the market.

Clause 2: Conduct and Standard

To maintain the high standard of the market, the Committee reserves the right to refuse entry to the Market to any stallholder:

- Whose goods have significantly deteriorated in quality.
- Whose goods differ from the original list of goods.
- Whose behaviour is considered antisocial, derisive, aggressive, offensive or otherwise inappropriate in the option of the Market Co-ordinator.

In the event of breaches of Clause 2:

- A verbal discussion will take place between the Market Co-ordinator and the stallholder.
- If the stallholder fails to adjust their stall (or behaviour), a formal request in writing will be forwarded to the offender(s) by the committee.
- If this written request fails, and the stallholder does not comply with the desired improvement, then that stallholder will be denied any further access to the market in their capacity as a stallholder.

Clause 3: Permanent Stallholders Application/Payments

- It is the responsibility of each stallholder to make payment by the due date(s). By making the application, you have agreed to make the necessary payment(s) by the due date(s) and for the full 12 months of the calendar. Stallholders selecting quarterly payments will receive invoices for the 2nd, 3rd and 4th quarter payments 30 days prior to due date.
 - Annual fee or 1st quarter: due January 31
 - 2nd quarter - due April 30th

- 3rd quarter - due July 31
- 4th quarter - due October 31
- To retain permanent status all markets must be paid for in full by the due date(s).
- If payment is not received by the due date, the committee has to the right to refuse the stallholder entry on market day.
- The site fee is non-refundable and non-transferable if absent. Compassionate circumstances may be given consideration.
- Cheques/Money order is payable to Eltham Community Craft & Produce Market and should be posted to: The Treasurer, P.O. Box 704, Eltham, Victoria 3095. A bank penalty fee will be charged with the cancellation of any cheques. Paying via the Eltham Market website is preferred. Direct payments may be made to:
Bendigo Bank Account-
BSB: 633 000
Account number: 161749999
- Full name details must be given on deposit to ensure identification of the payment.

Clause 4: Association Fee

- All permanent Stallholders are required to be a member of the Eltham Community Market Stallholders' Association Incorporated. Membership is included within the stall fee.

Clause 5: Absenteeism

- If you are going to be absent from any market, please ring the Market Phone 0401 288 027 at least 24 hours before the market day to cancel. No refund or transfer is given.
- If annual fees have been paid in full and a minimum 7 days' notice is given in writing, one month's fees may be transferable to the following year. If a permanent stallholder is unable to attend a market, only one market per year, per permanent stallholder will be transferred.

Clause 6: Market Hours

- The market operates between 8:30am and 1.00pm.
- All stalls must remain operative until 1.00pm. If you pack up and leave before this time it may effect applications for future markets.
- No stallholder's vehicle or stall is permitted to leave or enter the market area between 8:00 am and 1.00pm.
- If in urgent circumstances it becomes necessary to leave before 1.00pm you must inform the co-ordinator, who will escort your vehicle safely out of the market.
- Casual stallholders are requested to access their designated site from 6:30am onwards. Your allocated site map will be sent to you upon successful application before market day.

Clause 7: Stalls

- Stall spaces vary. Minimum site is 3 metres by 1.8 metres. Unloading/packup access is available. Free car parking is available in close proximity around the oval or upper level car park. Please keep the Panther Place & Library Place parking free for your customers.
- No stallholder is to obstruct footpaths, traffic flow or traffic signs.
- All aisles must be kept clear to allow for emergency vehicle access.
- A stall must not encroach over the front line of site.

- Stallholders wishing to introduce new items on their stalls are required to apply in writing enclosing a photograph of said item(s) for assessment by the committee. If accepted, you will be notified and they can then be added to your stall at the next market.
- All decisions made by the Committee are final. Any stallholder failing to follow these Rules & Regulations will be refused entry to the Market as a stallholder.
- A limited number of powered sites are available.
- Stall sites requiring electricity will incur an extra fee per market on top of their regular fees. You must specify your amps required on your application. All leads are to be supplied by stallholder, they must have weather proof connections and be tagged and tested.
- Stallholders with tents must have them weighed-down with 10 kg+ weights on each corner.

Clause 8: Litter

- Every stallholder is responsible for cleaning up their own site, removing all litter and taking it home. Litter bins provided in the market area are for public use only.
- Food stalls with take away food are required to provide lined plastic bins in front of their site at each market. Take away food stallholders are responsible for cleaning up their site and removal of their litter.

Clause 9: Food Stalls (Temporary)

- Food that is potentially hazardous (i.e., contains meat, fish, milk, cream or egg) can only be sold at the market with a current Health Certificate (photocopy) from your municipality.
- All take away food must be covered from above (canopy/umbrella) and require a sneeze bar at the front of stall. All pre-packaged food must be wrapped and appropriately labelled with ingredients and contact name and number.
- Smoking is not permitted at any food stall.
- Where food is handled and cooked on site the stallholder must wear plastic gloves, provide hand washing facilities, clean towels, bucket/basin with soap or disinfectant.

Clause 10: Adverse weather

- Markets will operate in varying weather conditions and stallholders must be prepared.
- Markets may be cancelled if the Country Fire Authority proclaim a day to be “Code Red” fire risk, if the Bureau of Meteorology warn of severe rainfall and flash flooding or otherwise weather conditions would pose a safety risk to stallholders and the public in the opinion of the President of the Association.
- Should adverse weather arise during a market, stallholders may pack up their stalls but may not leave without permission of the Market Manager.
- Refunds and credits will not be provided when a market is cancelled due to adverse weather and the Association will not be liable for any financial losses under such circumstances.

Clause 11: Terms

- Payment for a stall at the Eltham Craft and Produce Market signals agreement to these terms.
- The Committee may alter or amend these regulations at any time.
- The current version of these regulations will be deemed to be the version published on the Eltham Craft and Produce Market website.

