

Main Street Market Mornington (MSM)

Stallholder Rules and Regulations – Effective January 2023

Market Rules and Regulations

Applications and Stallholder Category Definitions

- Acceptance of applications will be at the sole discretion of “Mornington Chamber of Commerce and Industry Pty Ltd” (Management) and based on the information on the application, meeting the product criteria, quality, distribution, diversity (market mix) and availability.
- Management 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 position is completely at the discretion of Management, once a site is allocated no further discussion will be entered into and Management reserves the right to move stall site positions at their discretion.
- 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, applicants agree that any images that they supply can be used to promote MSM events. Applicants must only provide images that are they own or have copyright thereof.
- Stallholders must also agree that they will exercise good judgement and always be respectful and courteous to Main Street Market Mornington and Mornington Chamber of Commerce, fellow stallholders and customers on all platforms including social media.
- All Main Street Market Stallholders are required to re-apply annually for the following year’s market in January each year.
- **Casual Stallholder:** Casual stallholders pay week to week. Site locations may vary due to the casual nature of the position. Market attendance and payment MUST be confirmed with Market Management prior to attendance at the weekly market.
- **Permanent Stallholder:** Pay a reduced monthly rate which entitles them to a site reservation for the month/s paid for in advance.

Approved Products

- All products offered for sale must be made, grown or produced exclusively in house and sold by the registered stallholder.
- Products must not unfairly compete with established Main Street Mornington businesses.
- Services offered in the Main Street Market must compliment the Market’s handmade, home grown, home baked ethos or must otherwise enhance the ambience of the market. They can not be simply designed and packaged but must be handmade.
- Services that may be deemed offensive or overtly sexual, political, religious, racist, discriminatory or otherwise in nature are not permitted
- Products designed by a stallholder and manufactured elsewhere are NOT eligible to apply.
- Stallholders may be required to supply evidence of the manufacturing process to Management in addition to their application form.
- Commercial enterprises and registered entities or brands are NOT eligible to apply.
- The sale of second hand goods or live animals is not permitted in the Market.
- Plants: Buying from a wholesaler and “growing on” is not accepted. The stallholder must propagate all plants sold at the market.
- It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their product.
- A stallholder may ONLY offer for sale approved products which have been accepted by Management on the submitted application form.
- To add new products, a NEW application form must be completed and supplied with photos or physical samples of the product. Products can NOT be added to a stall unless written approval is given by Management.
- Stallholders are not permitted to sell other people’s goods and all products and stall presentation must be of a high standard.

Fees & Insurance

- Stall fees are outlined in the Stallholder Application Form and on the website www.morningtonchamber.com.au (see Appendix 1.0)
- Stall fees do NOT include public liability insurance. Stallholders MUST have public liability insurance to the value of \$20 million
- Stallholders must supply a Certificate of Currency/Insurance Coverage Summary to Management annually and prior commencement.
- Stallholders who pay by a cheque that is dishonoured will be charged an administration fee of \$15
- Stall Fees MUST be paid by due dates set by Management and failure to pay the stall fee on time is a breach of these regulations and may result in site bookings being cancelled.
 - **Permanent Stallholders are required to pay in full, prior to the first market of the month.**
 - **Casual stallholders are required to book and pre-pay their stall prior to attendance at the market.**
 - **Non-attendance does NOT qualify a stallholder for refund or reimbursement.**

Attendance, Cancellations, Refunds and Leave

- Registered stallholders must be in attendance during market trading times of 9am - 3pm as advertised at www.mainstreetmornington.com.au
- Stallholders must be set up and ready to start trading by 8.45am and MUST continue trading until the market closing time of 3pm
- **Notification of non-attendance is required in advance prior to the market days via market mobile (0417 579 099) to allow neighbouring stallholders to spread out and fill in gaps.**
- No refunds/credits will be given or considered for cancellations.
- Failure to advise the Market Manager of non-attendance at any market may result in all future bookings being cancelled and any **outstanding invoices must still be paid.** Any monies paid will not be refunded.
- Management is not responsible for adverse weather conditions so there are no refunds for this reason.

- After 12 continuous months of trade at Main Street Market, Permanent stallholders are afforded 2 (two) weeks leave which can be taken at any time during the year. Notice of leave must be submitted in writing to Main Street Market Management two weeks prior to the requested leave and any fees paid will be credited to the next market. No refunds will be given.
- Permanent stallholders will lose their permanent status if they cancel attendance at more than two markets in a month or fail to pay the Market invoice prior to attendance at the first market of the month. At this point stallholders will be deemed Casual Stallholders.
- If cancelling your stall at the market permanently, it MUST BE GIVEN IN WRITING.

Stall Location, Set-up and Equipment

- Stallholders must provide their own covers, marquees, umbrellas and stall set-up which must be good in condition and presentation.
- All equipment must be in good repair and be operated in a safe manner.
- MSM Management do not provide any stall equipment, they only provide site area.
- Stall sites are to be located within the Commercial Activities Zones of the footpath along Main Street Mornington leaving a minimum 0.7 metre clearance from the kerbside and 1.8 meters from the shop fronts for free movement of shoppers through the centre.
- Stall sites must not encroach on public infrastructure and must be a minimum of 2 metres away from pedestrian crossings and main road intersections. Public access ways must be clear at all times.
- All stall equipment including racks, tables, signage etc. must be contained to the stall site boundaries.
- Tents, covers and all stall equipment must be erected securely and weighted or secured at all times regardless of the weather for weight specifications (**see Appendix 2.0**).
- Stall tents, covers and equipment must NOT be attached to public infrastructure at any time (including signage, seating and light poles).
- **Dimensions** – Standard stall spaces are 3m x 3m (gazebo) or 1.5m W x 2m D (trestle table and umbrella) and are allocated at the discretion of the MSM Management. Limited double stalls 6x3m (gazebo) are available and limited non-standard stall sizes may become available.
- Stall sites are not allocated on an exclusive basis and may be reallocated at any time at the discretion of MSM Management.
- The allocation of a stall to a site should not create unfair competition with a nearby Main Street business.
- Regular stall checks will be undertaken to ensure the above requirements are adhered to.

Market Days

- Spruiking of products or amplified promotion/advertising of products is NOT permitted throughout the Main Street Market
- Loud product promotion of products at stall sites or in walkways by stallholders is not permitted.
- Stall sites and surrounding areas must be maintained in a clean and presentable manner.
- 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. The MSM Feedback Form is available from MSM Management.
- Stallholders must only trade from their own stall and should have a process for resolving claims relating to damaged or defective goods.
- All Stallholders must comply with the current Australian Consumer Laws.
- MSM Management will not enter into communication between a stallholder and customers under any circumstances.

Parking

- Stallholders are required to park in the all-day parking shown in the parking map (**Appendix 3.0**)
- Stallholders must adhere to time limits in parking bays
- There is to be NO parking in disabled bays, bus or taxi zones and MSM Management do not approve parking in Loading Zones
- Stallholders must be fully packed down before moving vehicles into any Main Street parking bay for loading (must be packdown by 4pm)
- Parking on the footpath is NOT allowed under any circumstances and parking next to yellow edged lines on bitumen is NOT allowed
- NO Cones, chairs, boxes or physical person are to be used to hold car parks.
- Normal parking restrictions and penalties apply at all other times.
- MSM Management takes no responsibility for parking infringements or fines incurred for misuse of Mornington parking areas. No further correspondence will be entered into regarding this matter.
- **The above rules and times have been approved by the Traffic Management department of Mornington Peninsula Shire Council and will be enforced by Shire Rangers.**

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 may close one hour earlier if the outside temperature reaches above 35c. If a stallholder requires early departure, please inform MSM Management via Text (0417 579 099).
- If a **CODE RED DAY** is called by the CFA, then the market will NOT operate that day.
- In the instance that MSM Management/CFA Code Red cancels a market date at any time, MSM Management will credit all fees paid for that market to the following month (permanent)/week (casual).
- **WIND POLICY:** In accordance with stallholder and public safety, stallholders are required to weather proof their stalls including correct anchoring and weighting of gazebos, marquees, umbrellas, tables and stock.
- Stallholders may pack up their stall due to adverse weather conditions but MUST notify MSM Management via (0417 579 099).
- 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

- Within the market area, smoking is **not** permitted at any stall site.
- Stallholders should keep personal belongings and valuables secure at all times and take care when displaying breakable stock. MSM Management is not responsible for the loss or damage or any item, stock or personal belonging.

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 or action taken by Council in relation to littering.
- The waste bins provided along Main Street are for use by the general public ONLY. Stallholders are NOT permitted to use these bins.
- Stallholders are responsible for leaving their site and surrounding area clean, tidy and undamaged. Regular stall site inspections will be conducted.

Food stalls

- It is the Stallholders responsibility to apply to Mornington Peninsula Shire Council (Health and Environmental Services department) and obtain and pay any registration required.
- Food stallholders must comply with any local, state & federal health regulations and food acts. All stallholders must be registered/notified under the Food Act 1984 and lodge a Statement of Trade (see <https://streatrader.health.vic.gov.au>). Stallholders must supply copies of these registrations to Management, including streatrader registration prior to commencing trade at the Main Street Market. Failure to comply with health department standards and regulations may result in immediate closure of stall.
- Stalls selling alcohol (bottle only) must supply Management copies of their liquor license prior to trading at the Main Street Market.
- Stallholders selling take away foods or drinks must have temporary floors at their site on market days.
- Stallholders selling take away foods or drinks are NOT permitted to sell bottled water or drinks of any kind including all hot beverages.
- All food samplings offered must meet Food Health & Safety Guidelines. www.health.vic.gov.au/foodsafety/home/community.html

Power/Gas Equipment

- Main Street Market does not offered Powered sites and generators are NOT permitted.
- Stallholders must arrange their own sources of power. Extension leads from businesses to stall sites across footpaths is NOT permitted.
- Stallholders must ensure that any electrical equipment and leads be tagged in compliance with relevant workplace 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. 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.
- On days of TOTAL FIRE BAN gas operated stallholders must hold a permit to operate issued by the CFA, MFB or DELWP. The Stallholder is responsible for obtaining the relevant permit and the MSM Management takes no responsibility for infringements or fines incurred.

General- Stallholders Code of Conduct and Responsibilities

- 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 attending Mornington or the MSM.
- 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.
- If a serious incident occurs (see below) the incident must be reported to the Victorian Workcover Authority (VWA, formerly WorkSafe). Notification to VWA is required immediately (by telephone 132 360) and in writing with 48 hours.
- Notifiable incidents include:
 - The death of a person
 - Amputation
 - Electric shock
 - Serious lacerations
 - Loss of bodily function
 - An explosion or fire
 - The escape, spillage or leakage or any substance including dangerous goods
 - A person requiring immediate treatment as a hospital in-patient
 - Serious eye/head injury
 - Spinal injury
 - Any other injury to a person or other consequence by the regulation
 - The collapse, overturning, failure or malfunction of or damage to any plant
 - The collapse or partial collapse of all or part of a building or structure

Warranties & Representations of Stallholders

- MSM 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 MSM 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 retails laws currently in force;
- The Stallholder does not bring into the market any hazardous materials of 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 MSM 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 MSM 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, MSM Managements liability is not limited, in the case of any legislation that prevents any limitation of MSM Managements liability or, if the legislation does permit a limitation of liability, the MSM Managements liability is limited to the cost of MSM Management refunding the Stall Fee.

Stallholder Indemnity

- Without limiting the generality of any other provision of these regulations, the Stallholder hereby indemnifies and holds MSM Management harmless from and against all claims for loss arising in connection with or in relation to:
- The Stallholder's occupation of 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 regardless of the cause of that loss or damage;
- 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 by MSM Management as a result of the Stallholder's breach of these regulations.

Exclusion of Liability

The Stallholder acknowledges and agrees that MSM Management makes no warranty or representation in relation to or in connection with the Stallholder's occupation or use of the market. Without limiting the generality of this clause, the Stallholder acknowledges and agrees that the MSM Management 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 MSM 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;

Main Street Market (MSM) Management Representations

The MSM Management consent to the stallholder to attend the market does not convey to the Stallholder any ongoing rights in relation to the market into the future and such approval can be terminated by MSM Management at any time in writing and without any period of notice. MSM 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 MSM Management will improve the safety of the stall or to raise the level presentation of the stall and its products.

Termination

MSM 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 rules and regulations or the markets terms; and
- 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.

Stallholder Acknowledgement

It is a condition of occupancy as a Stallholder that these Terms & Conditions are signed and returned to MSM Management. Stallholders are required to complete and sign TWO (2) copies of this form acknowledging their understanding and acceptance of the Terms and Conditions set out in the above prior to attending the Main Street Market. Stallholders should retain one (1) copy of this form, with the other copy being retained by Main Street Market Management.

Stallholder name (please print): _____

Business Name (if applicable): _____

ABN: _____

Address: _____

Contact Phone Number/s: _____

Emergency Contact Details: _____

I have read and agree to all the above terms and conditions:

Stallholder Signature: _____ Date: _____

Market Manager: _____ Date: _____

Appendix-

1.0 MAIN STREET MARKET SITE FEES:

PERMANENT FULL (3X3m Marquee) SITE:

OCTOBER TO APRIL @ \$250.00 PER MONTH** MAY TO SEPTEMBER @ \$160.00 PER MONTH**

PERMANENT HALF (Table and Umbrella) SITE:

OCTOBER TO APRIL @ \$145.00 PER MONTH** MAY TO SEPTEMBER @ \$99.00 PER MONTH**

CASUAL FULL (3X3m Marquee) SITE:

OCTOBER TO APRIL @ \$95.00** MAY TO SEPTEMBER @ \$70.00**

CASUAL HALF (Table and Umbrella) SITE:

OCTOBER TO APRIL @ \$60.00** MAY TO SEPTEMBER @ \$50.00**

Payment Details:
 Mornington Chamber of Commerce
 BSB:633 000 Acc: 1776 140 70

**ALL Site fees are Inclusive of GST.

PERMANENT STALLHOLDERS:

- Permanent stallholders pay a reduced monthly rate which entitles them to a site reservation for the month/s paid for in advance.
- Permanent Stallholders are required to pay in full, prior to the first market of the month by DIRECT DEBT, failure to pay may result in the stall booking being cancelled.
- Site fees MUST be paid in FULL on the Monday prior to the first Wednesday Market of the month to qualify for Permanent Stallholder rates.
- Should these requirements not be met Stallholders will be charged at the Casual rate for the full month.
- Non-attendance does NOT qualify a stallholder for refund or reimbursement.

CASUAL STALLHOLDERS:

- Casual stallholders pay week to week and Site locations may vary due to the casual nature of the position.
- Market attendance and payment MUST be confirmed with Market Management prior to attendance at the weekly market.
- Non-attendance does NOT qualify a stallholder for refund or reimbursement.

See stallholder Rules and Regulations for CANCELLATION and LEAVE POLICIES

2.0 Recommendations for the provision of weights to secure tent/marqueses during Main Street Market Days

The following table may allow stallholders/exhibitors to calculate the appropriate weight/s required to hold down tents/marqueses on their particular site

Marquee/Tent Size	Up to 2.5m x 2.5m (6.25m ²) 4 hold down points	Up to 3m x 3m (9.0m ²) 4 hold down points	Up to 3.5m x 3.5m (12.25m ²) 4 hold down points
Required weights *	12kg per hold down point Total 48kg	18kg per hold down point Total 72kg	23kg per hold down point Total 92kg

*The weights indicated within the table are recommendations only.

Tent security in high winds is influenced by a number of factors, including area of the tent/marquee exposed, constant wind strength, strength of gusts and direction. Anchoring capacity of the weights themselves may be a factor.

Weights should be attached to tents/marqueses as low to the ground as possible; weights should not extend away from the uprights or infrastructure in a manner that would represent a trip hazard.

All stallholders must ensure that all site infrastructure including marquee structures, product racks /shelves and stock is adequately secured to prevent injury to members of the public and fellow stallholders.

Note: Whilst the Mornington Chamber of Commerce has provided this information to assist stallholders, it is not responsible for the accuracy of this information, and it is the stallholder's responsibility to comply with Workplace Health & Safety regulations & any other government laws & regulations (Commonwealth, State or local.)

3.0 The following map indicates areas of All Day Parking available to Main Street Market Stallholders

**Mornington Commercial Area
Current off-street parking limits**

