



# Katherine Community Market Inc.

## Market Operating Rules

### Objects and purposes

The objects and purposes of the KCM Association are as follows:

- (a) To operate a weekly market in Katherine for the sale of produce, arts, crafts and other items in accordance with the Market Operating Rules.
- (b) To build the social capital of Katherine by operating a market that promotes community cohesion through interaction and atmosphere.
- (c) To encourage the development of new enterprises and small business.
- (d) To provide a venue for local and visiting artists, craftspeople and musicians to showcase their skills and talents
- (e) To promote environmentally sustainable practices.

### DEFINITIONS

**“Market Operating Rules”** and **“Market Rules”** and **“Rules”** are all rules set out in this document which, along with the application forms, collectively establish the market operating rules and agreement between KCM and Stallholder Applicants.

**“Trading Year”** is the Market trading year commencing on the first weekend in March each year and finishes at the discretion of the committee but no later than the 31<sup>st</sup> December of the same year.

**“Market”** means the Katherine Community Market (KCM) conducted weekly on Saturday between the hours of 8.00am to no later than 1.00pm and special events markets as approved by the Katherine Town Council at any time within the trading year.

**“Market Registrar”** the person/s appointed by the KCM Committee to receive all stall applications, issue market stall permits, allocate market sites, and maintain a registrar of current stall holders..

**“Market Co-ordinator”** the person/s appointed by the KCM committee to oversee the running of the market including, but not limited to, advising of site allocations, adjusting site allocations if necessary, dealing with first instance enquiries or complaints from stall holders and patrons and ensuring stalls comply with any regulations.

**“Permanent Stallholder”** means those stallholders who have completed a permanent stall application form, paid the relevant fee and been issued a permanent stallholder receipt. Permanent stallholders are normally located at the same site area each week, excepting such circumstances as are set out in these rules.

**“Casual Stallholder”** means those stallholders who have completed a casual stallholder application form and have opted to attend the market on an irregular basis. Casual stall holders are not necessarily allocated the same site at each attendance.

**“Stallholder”** is the person who holds an approved stall application and has been allocated a market site to operate a market stall either as a permanent or casual stallholder (and his or her agents, including but not limited to associates, employees, volunteer workers friends and family members).

**“Market Precinct”** means the area determined by the Development Consent Authority and Katherine Town Council for the purpose of holding a market.

**“Market Site”** means an area of the market precinct allocated by the market registrar to a stallholder for use as a market stall during the hours of the market on each market day, as determined by these rules. The term ‘market site’ does not confer any estate, tenancy or interest in the land.

**Market Stall”** means the market site inclusive of all equipment (approved displays, goods for sale, signs, umbrellas, tables, tarpaulins, and frames, vehicles or trailers and all other selling apparatus) to be used at and contained within, the designated boundary of the allocated market site.

**“Stallholder Carpark”** is the off-road car park located behind the stage, recommended for stallholder use.

**“Public Car Park”** is the car park located near the main entry gates and any other car parking space other than the stall holder carpark.

## 1. APPLICATION, AMENDMENT AND VARIATION OF THESE RULES

- 1.1. KCM reserves the right to review, amend or vary these rules from time to time and undertakes to provide reasonable notice of any changes to all current registered stallholders and association members, after which time the amendments or variations take effect. A continual process of improvement in quality (fit for purpose) is intended and suggestions for amendment are encouraged. Written submissions may be made at any time stating the desired change, describing the reasoning for suggesting a change and describing how the change will be of value to the way the market is administered, managed or conducted. The KCM Committee will assess suggestions on merit, principals of impartiality and fairness, after considering potential for unacceptable adverse effects. Changes are made by version control and new release of the rules.
- 1.2. By agreeing to and accepting the allocation of a market site and/or continuing to occupy a market site, the stallholder agrees to comply with and be bound by the market rules. The stallholder application form and the market rules are a document set and collectively establish a contract agreement between the stallholder and the KCM.
- 1.3. The KCM committee may at any time adapt or change any rule which is deemed invalid or unenforceable and is otherwise capable of being severed from the agreement without affecting the remaining provisions.
- 1.4. Stallholders acknowledge the KCM committee and the market co-ordinator are entitled to act in their absolute discretion, and for the collective benefit of the market, subject only to right of appeal as set out in these rules.
- 1.5. KCM does not accept any liability for the imposition of these rules, including the carrying into effect, or enforcement of such, upon and in connection with any stallholder and in connection with occupation of market sites.
- 1.6. Stallholders agree; that they will not commence any legal action in relation to these rules and/or the conduct of KCM while they are deemed to be in breach of the rules, until all

avenues of appeal, as provided herein, have been exhausted, and only after the reasonable passage of time for an appeal to be reviewed and determined.

## **2. COMPLAINTS, COMPLIMENTS AND QUERIES – AVENUES OF COMMUNICATION**

- 2.1. Any issues, disputes or complaints by stallholders must, in the first instance, be through the market co-ordinator. The market co-ordinator is onsite at the market precinct.
- 2.2. If a stallholder's concerns or queries cannot be dealt with satisfactorily by the market co-ordinator or there are valid reasons not to seek assistance from the market co-ordinator in the first instance, these concerns should be submitted in writing, with the envelope marked as Commercial in Confidence and addressed to the KCM Committee: PO Box 1991, Katherine NT 0851. Or via email, [info@katherinemarkets.com.au](mailto:info@katherinemarkets.com.au), with 'commercial in confidence' included in the subject section or at the beginning of the email text.

## **3. APPLICATIONS FOR A MARKET SITE**

- 3.1. Individuals wishing to apply for a market site for the Katherine Community Market must complete an application form. The application forms are available from the website [www.katherinemarkets.com.au](http://www.katherinemarkets.com.au) or by contacting the market administration by phone on 0408 099227, alternatively there are forms available at the market gazebo during market operating hours.
- 3.2. Registrations for permanent market sites are valid for the trading year in which they are issued. Registration for casual market sites are valid only for the dates specified and agreed to in the application form
- 3.3. The market registrar and/or the KCM committee will assess all stallholder applications. The market registrar will notify applicants as soon as possible as to whether or not they have been granted a market site. Successful applicants will be advised of the market site that has been allocated to them by the registrar when they arrive at the market.
- 3.4. Preference is given to products produced locally. Value added products must, where reasonably possible, be delivered by local providers and it is highly desirable that content is produced of predominately local substance. It is the stallholder's responsibility to seek advice on statutory labelling requirements. *A links list is provided*
- 3.5. All stallholders must reasonably comply with their approved product list as detailed in their stallholder application. Direct and obvious copying of other stallholder's items is unethical and unacceptable. The KCM committee reserves the right to decline approval to bring any item that does not comply with the approved product list to the market.
- 3.6. Casual stallholders will be allocated a market site by the market registrar at the market registrar's discretion. Allocation of a market site to a casual stallholder on a particular market day does not constitute a commitment that the same market site will be allocated to the casual stallholder on any subsequent market day. As far as possible, stall holder preferences will be accommodated but the registrar's direction on stall site accommodation is final for any particular market.
- 3.7. A casual stallholder may apply to become a permanent stallholder at any time. Should a suitable market site that is allocated to a permanent stallholder become available, the market registrar will determine the most appropriate permanent or potentially permanent casual applicant to whom the site is to be offered.
- 3.8. Permanent stallholders may apply at any time to have their market stall relocated to a new or newly vacated market site. As in 3.6, the market registrar will determine allocation of market sites based on the most appropriate market stall for the site. Permanent status

does not infer any rights over the first selection of available sites, and is at the market registrar's discretion.

- 3.9. Casual stallholders may be allocated the same market site for an extended period of time. This is of and by itself not to be understood or interpreted as a change in status from casual stallholder to permanent stallholder without first having satisfied the conditions of permanency.
- 3.10. If there is considered to be just cause and at his or her discretion, the market registrar can refuse a casual stallholder the right to occupy a market site at any future market. If the stallholder believes that they have been dealt with unfairly or unjustly, they may direct their concerns to the KCM committee as set out in section 2.2. The KCM committee will, at the first reasonable opportunity, review the prevailing circumstances and stallholder concerns. A discretionary determination will be made in favour of the collective best interest of the KCM including other participating stallholders, having regard to principals of fair dealings and honourable conduct.
- 3.11. Stallholders who wish to appeal a decision on their application or in relation to a market site must put this in writing to KCM committee as set out in section 2.2 within seven (7) days. If a complainant is trading as a permanent stallholder, approval is generally granted to continue trading, while the KCM committee considers the appeal and makes a decision, provided that no disputed conduct continues to occur, and/or contentious products are not displayed for sale, until the appeal has been resolved. All decisions on appeal may be declared final and further negotiations (if any) will be subject to the absolute discretion of the KCM committee.
- 3.12. All new applications for market sites will be assessed according to the size of the space required, the quality and originality of the goods and/or services that applicants wish to sell, and the availability of sites. Preferences will be given to applicants who wish to sell their self-made products or those made by other local residents.

#### **4. ANNUAL REVIEW and CONDITIONS OF MEMBERSHIP**

- 4.1. At least once during the year the KCM committee will review all market sites, stalls and current permanent stallholder applications to ensure continued location suitability, relevance to surrounding stalls and other significant factors in relation to the positioning of stalls.
- 4.2. All permanent stallholders are required to pay an annual fee, as determined by the KCM committee, to retain their permanent status. The amount includes association membership fee.
- 4.3. All stallholders are subject to stall assessment at any time, for compliance with the market rules.
- 4.4. Representatives of any statutory authority having jurisdiction over any aspect of the stallholder participation at the KCM may enter the market precinct to conduct their own inspections and issue their own directions at any time. All KCM representatives and participating stallholders are to assist such representatives in the discharge of their lawful duty. Failure to do so could result in serious legal consequences for the market

#### **5. MARKET SITES**

- 5.1. Market stallholders have no rights in or over any market site. They cannot sell or transfer their permission to occupy any site. This clause does not create a trade restriction to sell or transfer an enterprise on a private basis. Upon sale or transfer of an enterprise by

private transaction, a new stallholder application, which will be treated in the same way as any other new stall holder application, is required under the new trading name or ownership.

- 5.2. All market sites generally need to comply with the following frontage; Card table = 1x1M, Gazebo size = 3.65x3.65M, Double sites = 7.3x3.65. However, market sites vary considerably in size and shape and no guarantee is given in regard to the size, frontage, location or total area of any site allocation. The need for unencumbered movement and public safety may give rise, from time to time, to a requirement to adjust allocated space and/or exact placement of a market site including the market stall equipment.
- 5.3. Whilst every effort will be made to ensure that permanent stallholders can occupy their usual site each market day, the KCM committee reserves the right to reallocate sites as necessary. Such action on the part of the registrar or co-ordinator will be explained to the affected stallholder and will only occur when there are unforeseen or emergency circumstances.
- 5.4. Stallholders who wish to relocate from an allocated market site to another site within the market precinct must register their request, with reasons, with the market registrar. While all such requests will be given sympathetic consideration, there is no guarantee that any such request will be granted. The interests of the market will determine whether or not a stall can be relocated
- 5.5. Stallholders wishing to swap their site with another stallholder must put their request to the market registrar, who will determine if the swap can go ahead.
- 5.6. Stallholders are responsible for ensuring that all equipment, temporary structures and items offered for sale or given away are safe and comply with any relevant legislation, regulations, codes of practices and/or by-laws. It is the stallholder's responsibility to obtain the appropriate advice and comply with prevailing statutory requirements.
- 5.7. Public areas, access, walkways and stall entrances are not to be used or occupied in a manner that gives rise to an unacceptable risk of personal injury to any person. Stallholders are responsible for continuous monitoring of these areas during the operation of the markets.
- 5.8. All market sites must be cleared at the end of each market and kept clear of litter while the markets are in operation. All rubbish is to be removed from the market precinct and disposed of appropriately by the stallholder as part of the clearing process.
- 5.9. Food stall operators must ensure that cooking oils, waste water and foodstuffs are not spilt or left on their market site. A clean groundsheet of suitable material and in reasonable condition must be placed on the ground under all food and drink stalls where the food is not prepared and/or served from a trailer.
- 5.10. Food stall operators who generate oil or food scraps within the market precinct are required to clean the site as part of their normal packing up process. Failure to do so to the satisfaction of the market co-ordinator will result in a clean-up being performed under the direction of the co-ordinator and the stallholder being invoiced for the cost.
- 5.11. Consistent failure to properly clean a site could result in a review of the stallholders application.
- 5.12. Rubbish bins within the market precinct are not be used for the disposal of stallholders' waste and packaging materials (eg boxes, foam rubber, etc.). Stallholders found in contravention of this rule may be charged a fee equivalent to the cost to KCM of hiring the bins into which the material was placed in. The bins provided by KCM are for exclusive use by the public patrons attending the market, in accordance with the approved Waste Management Plan.

- 5.13. Any dispute between stallholders over size, area or boundaries of a site or location of a market stall within a site shall be referred to the market registrar who will be the final arbiter in any such dispute. Stallholders are to place and contain all temporary structures, equipment, and items within the boundary of the allocated site. Booking multiple adjacent sites can extend the site boundary.
- 5.14. Not for profit organisations operating information stalls will not be charged a site fee for fundraising activities (eg, canvassing donations) unless they are also selling goods or products.

## **6. TRADING NAME DISPLAY**

- 6.1. Each market stallholder operating within the market precinct must display their approved stall number and statutory licences (if applicable), legibly and conspicuously on their stall. Stallholders are also encouraged to display their trading name.

## **7. STATUTORY PERMITS CERTIFICATES AND REGISTRATIONS**

- 7.1. It is not a function of, or the responsibility of, the KCM to determine what statutory permits and/or registrations are required by stallholders. The issue of a stallholder permit to operate a market stall from a market site does not imply that a stallholder has satisfied the obligation to obtain their own statutory permits and/or registrations to conduct an activity from the market precinct. Stallholders must obtain any permits and/or registrations required by Commonwealth, Territory and Local Government law (including any legal instruments and applicable codes of practice) for the preparation, display and giving away of their goods and/or services.
- 7.2. All electrical equipment used within the market precinct must display a current inspection tag and comply with prevailing commercial standards including the wiring rules for shows and carnivals and be placed and used in a manner that does not introduce a potential hazard that may give rise to a risk of fire, explosion, public alarm, accidental personal injury or property damage.
- 7.3. All gas equipment used with the market precinct must comply with the Northern Territory *Dangerous Goods Regulations* and be placed and used in a manner that does not introduce a potential hazard that may give rise to a risk of fire, explosion, public alarm, accidental personal injury or property damage.
- 7.4. Applications for a stallholder are to be accompanied by a copy of each such document that establishes the existence of a bona-fide statutory permit and/or registration and insurance documentation. Copies of compliance documentation in relation to permits, registrations and equipment standards as set out in section 7.1 to section 7.3 must be submitted to the market registrar before the start of each trading year and be maintained at all other times within the date of expiry. The market registrar may request current, legible copies of all such permits and certificates of registration at any time. They must be made available forthwith. A stallholder's market site may be suspended until documentation is produced. Upon the expiration of any such permit and/or registration the stallholder is to provide evidence of renewal. A stallholder operating without a requirement permit and/or registration is deemed to be operating at their own risk and is their own insurer.

## **8. INSURANCE, LOSS AND DAMAGE CLAIMS**

- 8.1. Notification of any claim made against or given to a stallholder by a member of the public must be provided to the KCM committee immediately such a claim is received, whether verbally or in writing.
- 8.2. A permanent stallholder must carry his or her own public risk policy of insurance. A copy of any such policy of insurance that includes a public liability cover of no less than ten million dollars (\$10,000,000,000.00) must be provided to the market registrar at the time of submitting a permanent stallholder application and, upon the renewal of the insurance policy an updated copy must be provided to the market registrar.
- 8.3. Casual stall holders who have public risk insurance must also provide a copy to the market registrar at the time of application. The KCM holds an insurance policy that covers up to 10 casual market stalls at any one market and any applicant who wishes to be covered by that policy needs to notify the market registrar at the time of application.
- 8.4. Stallholders are responsible for any and all other insurances relating to themselves, their agents, associates, employees, volunteer workers or family members and/or their property, public and product liability whereupon the KCM insurer does not respond to and accept a claim under terms of the KCM insurance policy.
- 8.5. KCM accepts no liability for any injury, loss or damage whatsoever occasioned to or suffered by a stallholder, their agents, associates, employees, volunteer workers or family members as a result of the use in connection with and/or occupation of the stallholder's market site or in connection with any activity carried out on or in connection with the market precinct.
- 8.6. Liability Disclaimer: Stallholders will indemnify the organisers from any damage, expense or liability arising from the injury or damages of any person, including the general public, or others, occurring either in the space occupied by the participant or elsewhere arising out of its occupancy or any other thing connected with the occupancy whereupon the KCM insurer declines to respond to a claim. The organisers will not be liable for any loss or damage to the property of the participants due to fire, robbery, accidents or any other cause whatsoever that may arise from use and occupancy or anything connected with the occupancy of the site including extraneous events.

## **9. FEES**

- 9.1. All stallholders shall be charged the appropriate fees as set out in the fees list. These fees will be reviewed annually but may be reviewed at any time during a market year, should KCM believe this is required. Any increase in stallholders' market site rental fees will be notified to stallholders at least one (1) month prior to the new fees coming into force.
- 9.2. Site fees are paid either by arrangement or on site each market day to the fee collector who will come round and collect fees on the day.
- 9.3. Non-payment by a stallholder for any market site rental fee will result in a breach of the rules. Remittance of the correct fees is a pre-requisite for continued attendance as a stallholder.

## **10. ATTENDANCE**

- 10.1. The signatory to any market site application form is deemed to be the approved stallholder and, as such, must be responsible for the site. If another person is manning the stall, the stallholder is required to inform the registrar.
- 10.2. If for any reason a stallholder is unable to attend on a market day, they must, where possible, advise the market registrar by 6.00pm the evening preceding that market day.

- 10.3. In the event of inclement or uncertain weather conditions, stallholders must contact the market registrar by 7.00am on that market day, at which time the market registrar will determine if that day's market is officially cancelled.
- 10.4. Stallholders must have all vehicles and trailers not used as part of a market stall, removed from the market area by 7.45am at the latest on each market day. All vehicular movement within the market precinct will cease from 7.45am for the duration of the market. This provision is a requirement of the Traffic and Parking Management Plan and is a condition of the KCM permit. Stallholder vehicles must not enter the market precinct before 1.00pm for packing up. All vehicular movement is limited to 5KPH within the market precinct and is under the control of the market co-ordinator or delegates. Drivers are only to proceed as directed.

## 11. PRODUCT RESTRICTIONS

- 11.1. At no time will the committee give permission to sell mammals, native and exotic species, dogs, cats and other household pets.
- 11.2. Permission may be granted for the sale of domestic fowls such as chickens and ducks, but only if the sale is managed in such a way that the comfort of the fowls is ensured and the selling practices are responsible and appropriate. KCM will need to be advised of the arrangements made to ensure this prior to granting approval.
- 11.3. All sales of eggs must comply with the standards as set out by the Australian Egg Corporation.

## 12. GENERAL

- 12.1. Amplified sound systems are not permitted for use by any stallholder within the market precinct.
- 12.2. Spruiking (ie calling out to attract the attention of potential customers to your products or services), is not permitted within the market precinct.
- 12.3. Dogs are not allowed within the market precinct.
- 12.4. Stallholders must not damage or alter the fixtures, fittings, gardens or landscaping within the market precinct.
- 12.5. In the unforeseen event that KCM is no longer able to offer a stall to any particular stallholder, KCM will endeavour to provide that stallholder with reasonable notice of approximately one (1) month.

## 13. STANDARD OF CONDUCT

- 13.1. The standards set out in these rules have been adapted by the KCM to cover the standard of behaviour that is expected of KCM committee members, market staff, stallholders and associated individuals in connection with any market day.
- 13.2. No person in *clause 13.1* shall behave in a manner, or use language that is in any way threatening, offensive, abusive or defamatory towards any other person within the market precinct or in any circumstances deemed to be connected to the Katherine Community Markets. Any inappropriate behaviour or misrepresentation of purpose should be reported to the committee and will be considered a breach of these rules. In the

instance of harassment or abuse one letter of warning will be issued and if the offence is repeated, the stallholder may be ejected and immediate revocation of the stallholder application will be initiated. Reinstatement will only be considered through the appeal processes

- 13.3. No stallholder shall fail, refuse or neglect to comply with any reasonable request or direction from the market coordinator or fail to supply information requested to ensure statutory compliance and/or effective market administration and management.
- 13.4. Product item descriptions must be accurate, honest and not misleading. (eg, produce must not be described in any way, which might possibly be construed by a customer as organic unless it is certified organic. If not certified, saying “organically grown” is not acceptable, however, “no-chemicals used” or “pesticide free” or words to this effect are acceptable). If only part of the produce sold is organically grown, this must also be so specified. If a product is claimed to meet a specific food standard (such as Extra Virgin Oil) the Stallholder must be able to substantiate and produce clear evidence to this effect upon request.

### **13. BREACHES OF RULES**

- 13.5. Any breach of these rules, except where specifically provided herein, will result in the issuing of a verbal notice of breach by the market co-ordinator. If the co-ordinator directs a stallholder to rectify any matter, the stallholder must initiate a correction of the breach immediately.
- 13.6. If a second breach of these rules by the same stallholder occurs, the matter will be raised at the next due committee meeting and a formal written Notice of Breach will be issued by the KCM committee.
- 13.7. If a third breach of these rules by the same stallholder occurs, the stallholder’s market stall permit will be suspended by the KCM committee.
- 13.8. Any Notice of Breach shall be deemed to have been served if delivered personally to the stallholder, an agent, an associate, or any of their employees, volunteer workers or family members. If such Notice of Breach is not accepted by the person to whom it is being given, a committee member may serve it by putting it down in the persons’ presence and advising him or her that a Notice of Breach has been served. A Statutory Declaration raised and signed by that committee member to the effect that he or she has complied with this paragraph shall be sufficient evidence that the Notice of Breach has been served (if required).

### **14. APPEAL PROCESS**

- 14.1. Except where specifically provided for herein, stallholders have the right to appeal any request, direction or decision of the market registrar and /or co-ordinator except in circumstances that present an unacceptable immediate or impending risk of personal injury or property damage of any kind.
- 14.2. Any appeal must be written, in the first instance, to the KCM committee, as set out in section 2.2, and must contain all relevant information to substantiate the stallholder’s disputation of the decision.
- 14.3. The committee will notify the stallholder of the date, time and place where they can meet with committee members to put their case for appeal of the decision in person.

- 14.4. Written advice of the committee's decision on the appeal will be forwarded to the stallholder within the shortest practical time after the committee meeting. This decision will be final and binding and will not give rise to any further appeal process.

## **15. ATTACHMENTS FORMING PART OF THE KCM RULES**

- 15.1. Stallholder Application Form
- 15.2. Site Fees
- 15.3. References and Links (Recommended Reading)