

FOOD-OPERATORS – PLEASE READ

See below for *General Conditions of Trade*

1. **Stall holder Food Handling Gloves:**

Stall holders must wear food handling gloves when trading and handling unpackaged food.

2. **Stall holder Waste Water:**

2.1. **Waste water (water containing oil and other cooking waste)** can ONLY be disposed of using the commercial kitchen sink on the side of the factory building.

2.2. **Waste water** shall not be disposed of in our stormwater drains. This is a violation of environmental by-laws and council and property owners **will shut down the market if there is any kind of contamination to the site**. Batman Market will impose a penalty for stallholders who do not responsibly remove their waste water.

2.3. Do NOT block the drain by pouring water with solids down the drain. You **must** strain the water and clean the sink after using it. If the sink is not being used appropriately and kept clean the market will remove the sink and force stallholders to take it home

3. **Cooking Oil**

Cooking Oil must be taken back with you, it is not to be disposed of at the market site!!

4. **Stall holder Cooking Mat:**

We ask that vendors place a tarp underneath their stall. The council is adamant the land not be contaminated with food over time and the permit may not be allowed to continue. Tarps are inexpensive to buy from places like Bunnings.

Oil spills and food marks/stains on the concrete under your stall cooking area will not be acceptable. We will claim your cleaning deposit if this occurs.

5. **Stall holder Rubbish:**

To avoid passing on this cost to our vendors, we ask that all stallholders, specifically food stallholders must take away their own rubbish used in their operations. Please do not use bins provide for the public, as we do not have the capacity. If everyone can put in this small effort, I am confident we can better manage the waste situation and avoid increasing the cost for market management.

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Batman Market Rules & Responsibilities

1. PURPOSE

- 1.1. *Batman Market Rules & Responsibilities* (the Rules) sets out a framework for market operations and a code of conduct for stallholders. These are designed to ensure the smooth running of the market.
- 1.2. Batman Market would like to foster a culture of open communication and cooperation between all market stakeholders. These Rules will be revised regularly by market management based on feedback from stakeholders. Stallholders will be expressly notified of any material changes made.

2. APPLICATION

- 2.1. These Rules apply to all Batman Market stallholders current and future.
- 2.2. These Rules may be read in conjunction with the terms delineated in the Expression of Interest form (EOI) and terms contained in the invoice.

3. STALLHOLDER CONDITIONS OF OPERATION

Stallholders attending Batman Market are subject to these strict Conditions of Operation:

3.1. Stall location:

- a) BM management will endeavour to keep *regular vendors*¹ in the same position each week but a permanent site location is not guaranteed
- b) BM may alter the size, shape and position of individual stall lots at any time, to ensure best interest of BM or legal requirements are met.
- c) The stallholder must confine their operations to within their allocated stall site, unless prior authorisation is obtained.
- d) Vendors must confine displays and signs to stall site and keep pathways clear for shoppers, unless prior authorisation is obtained.

3.2. Attendance and weather:

- a) BM operates weekly every Saturday and Sunday from 9:00am to 3:00pm throughout the year.
- b) Non-attendance will not be treated lightly. Vendors will forfeit their advanced fee for that market day. This rule will be strictly enforced as non-attendance diminishes the market for other stallholders and the credibility of Batman Market.
- c) Batman Market will operate throughout the year whatever the weather. On rare occasions, market management may cancel market days for safety reasons.
- d) Stallholders must keep their stall open for uninterrupted trading until the published market closing time unless all product is sold out. The stallholder may then only leave the market with permission of the market manager.

3.3. Operate in *good faith*²:

- a) If BM management has expressly denied a vendor the right to sell a particular product, such products must not be sold. Market management seeks to produce a diverse and sustainable mix of products.
- b) Vendors must express notify market management of any intention to expand their product range.
- c) Vendors shall ensure their measuring scales are accurately calibrated as per standard trading regulations
- d) Stallholders and assistants are required to maintain the highest standards of stall/product presentation, personal appearance, customer service and relations.
- e) BM encourages a culture of support and cooperation between all stakeholders – market management, stallholders and the public. All stakeholders should deal with each other in a courteous and

¹ “Regular vendors” – vendors who trade at BM for 5 or more days per month

² “Good faith” – dealing with others in a fair and honest manner, without any ulterior motives than that which was agreed upon between parties

professional manner. Dishonest, abusive or threatening behaviour will not be tolerated in any circumstance. Batman Market reserves the right to exclude vendors from BM if they do not experience cohesion with stakeholders

3.4. Waste disposal:

- a) Stallholders must ensure their stall is in the condition it was prior to the stall being erected on market day.
- b) All stallholders must remove and dispose from the market site all litter at and around their stall generated as a result of trading during the market. **Batman Market rubbish bins are ONLY provided for public use.**
- c) If market management is not satisfied with the cleanliness of a stallholder's stall at the conclusion of a market day, Batman Market management reserves the right to claim any proportion of the stallholder's cleaning deposit. To participate in another market day, a new cleaning deposit must be paid.

3.5. Minimising environmental impact:

- a) Operating in an environmentally friendly way not only reduces your consumption of non-renewable resources, but also educates your customers on sustainable practice.
- b) Vendors must operate to minimise their waste. This includes minimising disposable packaging and materials used for serving food.
- c) Vendors are encouraged to operate in an environmentally responsible manner. This includes: using sustainable packaging and practising ethical procurement of supplies.

3.6. Marquee:

- a) Stallholders are not obligated to use a marquee, but it is advisable to use a marquee as a shield against sun, rain and wind. Stallholders may hire one from market management.
- b) Vendors must secure their marquees with proper weights to prevent it blowing away or causing incidental damage to adjacent vendors

3.7. Vehicle access:

- a) Cars can enter the market site during set-up and pack-up times (see Figure 4 below).
- b) Unless authorised by the Batman Market management, stallholders will not be allowed to have cars next to their stall during trading.
- c) Stallholders may use the car park next to the market site.
- d) One car park space per stallholder will be enforced. This is because the same car park is also for customers to use.

3.8. Alcohol:

- a) Alcohol suppliers must gain an appropriate licence for selling alcohol
- b) With the exception of tastings of alcoholic beverages, consumption of alcohol is not permitted at BM by traders or customers.

4. SET UP / PACK UP PROCEDURES

4.1. Arrival times:

- a) The market site will be open for set-up at 7:00am on market days.
- b) Your entry route and setup time will vary depending on what your stall number is. Please see the Market Setup Guide.

4.2. Vehicle access:

- a) Unless vendors are trading out of their vehicle, cars are only allowed onto the site for the purpose of unloading/loading stock. This can only be done before market opening and after closing times.
- b) When moving vehicles in/out of the market site, stallholders must seek direction from traffic control personnel

4.3. Late arrival:

- a) Stallholders must be in attendance at their allocated stall site at the prescribed time.
- b) Vendors who arrive significantly later than their prescribed set up time are not guaranteed car access to their allocated stall lot.
- c) Vendors who are repeatedly late may be subject to penalties, depending on degree of tardiness and the extent to which other vendors are adversely affected

5. ELECTRICITY CONSUMPTION

5.1. Tagged and tested equipment:

- a) Commercial electrical equipment to be used by vendors must be tagged and tested. This does not include household or residential electrical appliances.

5.2. Honestly declaring your electricity usage:

- a) Only the calculated amount of electricity requested by stallholders will be made available.
- b) Any overuse of power can shut down the system, affecting trade for all. The source of such blow-outs can be easily identified – stallholders found accessing additional power (other than that requested in their EOI) will cease to trade immediately.
- c) Abuse of electricity usage will attract a penalty and possible exclusion from the market.
- d) Any requirements above 15A will require special arrangements and incur additional charges.

6. FOOD & BEVERAGE VENDORS

6.1. All food & beverage vendors must:

- a) Strictly observe all requirements under the Public Health Act, Food Act and local council by-laws concerning the preparation, storage, display and service and sale of food and beverages.
- b) Ensure that all food complies with all safety regulations having obtained all relevant permits from the proper authorities.
- c) All products for sale must be clearly priced by the use of display cards, or on product packaging.

6.2. Vendors selling *food for immediate consumption*³:

- a) As a high-risk product, vendors selling food for immediate consumption must have public liability insurance
- b) Where a risk is within the stallholder's control, Batman Market will not accept liability for losses, damages, costs and expenses incurred in respect of any injury or damage sustained by any person resulting from or arising out of the stallholder's use of the stall in the course trading at the market.
- c) Stallholders must indemnify Batman Market against all such claims.

6.3. Waste water:

- a) Waste water (water containing oil and other cooking waste) shall not be disposed of on the market site or in venue drains. This is a violation of environmental by-laws and Batman Market will impose a penalty for stallholders who do not responsibly remove their waste water.

6.4. Compressed gases:

- a) Stallholders must not keep more than 1 litre of flammable liquid in an approved container.
- b) Stallholders shall keep more than two cylinders of LP gas not exceeding 25 litres
- c) Stallholders shall secure any cylinder of inert gas therein placed to prevent dislodgement.

6.5. Inspection:

- a) The stall may be inspected at any time by an authorized Council Environmental Health Officer to ensure compliance with legislative requirements. The officer should not be impeded by the stallholder in carrying out their duties.

7. PRIVACY

³ "Food for immediate consumption" - food that is prepared on-site and intended to be consumed on-site

7.1. Use of information collected by Batman Market:

Information collected through the EOI will be used for the purpose of assessing your application for stall rental at Batman Market and if accepted, registering your stall in the future.

7.2. Extraneous use:

Part of your information (your business name, telephone number, logo and future stall location) may be used for the purpose of promoting the Market and its activities. Apart from these limited circumstances, the information collected on this form will not be disclosed to any individual or organisation without your consent or unless disclosure is required by law.

8. STALL FEES & PAYMENT TERMS

8.1. For the relevant discounts to apply:

Stall payments must be paid within 7 days of receiving an invoice. If the payment method is by bank transfer, stallholders should send Batman Market a copy of the receipt.

8.2. Cancellation policy:

Should you choose to cancel your stall space, stall fees are refundable to you with at least two weeks of notice. No refund or credits will be issued to you for failing to attend on the day for any reason. Date changes are permitted one week in advance.

8.3. Cleaning deposit:

- a) Cleaning deposits are held on trust by Batman Market management. This is refundable upon request to stallholders, given their stall is in the condition it was prior to the stall being erected on market day.
- b) If no request is made, Batman Market will not claim the deposit. We will continue to hold the cleaning deposit on trust for the stallholder. Stallholders will be taken to have elected to roll-over the cleaning deposit for their next market day if the request in Figure 8.3 (a) is not made
- c) If Batman Market management is not satisfied with the cleanliness of a stallholder's stall at the conclusion of a market day, Batman Market management reserves the right to claim any proportion of the stallholder's cleaning deposit. To participate in another market day, a new cleaning deposit must be paid.
- d) Any damage to the property or its fixture will attract an additional penalty if the real cost of repairing the damage exceeds the cost of the cleaning deposit.

9. INSURANCE

9.1. Public liability insurance:

- a) It is the responsibility of stallholders to acquire public liability insurance to cover risks within their control as a stallholder.
- b) Batman Market has its own public liability insurance to cover risks within the control of market management – risks arising from operating a community market
- c) Where a risk is within the stallholder's control, Batman Market will not accept liability for losses, damages, costs and expenses incurred in respect of any injury or damage sustained by any person resulting from or arising out of the stallholder's use of the stall in the course of the market.

9.2. Indemnity:

Where a risk is within the stallholder's control, the stallholder must indemnify Batman Market against all claims, demands, liabilities, losses, damages, costs and expenses incurred in respect of any injury or damage sustained by any person resulting from or arising out of the stallholder's use of the stall in the course of the market.

10. NON-COMPLIANCE

If these obligations have not been met BM management reserves the right to refuse a vendor the right to trade at the market site.

BM management has absolute discretion to decline approval for a new or existing vendor to trade at BM

Criteria for applying penalties

Batman Market reserves the right to apply any of these penalties if a vendor breaches an obligation under these Rules.

Criteria for applying a penalty includes but is not limited to:

- A. The extent to which other vendors are adversely affected by the breach in terms of their business efficacy, convenience of operation and fundamental civil rights
- B. Severity of breach
- C. Frequency of breach
- D. Steps taken by vendor to rectify consequences of their breach
- E. Reasons for the breach
- F. The best interests of Batman Market and the majority of its stakeholders

Penalties

- A. Damages – monetary compensation for the reasonable cost of repair for any damage caused by the vendor's actions.
- B. Relocation of vendor to another stall location
- C. Indefinite exclusion from the market
- D. Any reasonably measures as BM management sees fit
- E.

