



## ORGANIC FOOD & FARMERS MARKETS

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## STANDARD TERMS AND CONDITIONS

1. Choulartons Australia Pty Ltd (BN 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. 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.
3. 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.
4. **Permanent Traders:**
  - a. Must keep their rent two weeks in advance for each market attended.
  - b. Must attend all markets and pay their rent rain or shine.
  - c. Must claim their pitch in the first half hour of the market set up.
  - d. Advanced rent can only be recovered by giving two weeks notice in writing to [mail@organicfoodmarkets.com.au](mailto:mail@organicfoodmarkets.com.au) and then not paying rent for the following (final) two weeks. Notice cannot be worked out in November or December.
  - e. 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. Normally a fee equal to 10% of the purchase consideration will be charged.
5. 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 and they will be charged.
6. **Casual Traders:**
  - a. Must pay in advance to the office before setting up.

- b. Cannot enter the market during the first half hour.
- c. Pay a \$10 casuals' premium.
- d. Must wait for the Market Manager to show them where to set up.
- e. Must pay in advance to the office before setting up.

For Permanent and Casual Traders, the following applies:

**7. 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!**

- 8. 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.
- 9. Markets are a weekly all weather venues. Bad 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.
- 10. Traders' consent for us to use their email or mobile is granted.
- 11. Traders are expected to inform the Market Manager of any change to their contact details
- 12. Body piercing, acupuncture, any skin penetration activities or beauty treatments cannot be provided by stallholders.
- 13. 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.
- 14. All stalls retailing food must register with NSW Food Authority ([www.foodnotify.nsw.gov.au](http://www.foodnotify.nsw.gov.au)) and bring their notification number with them.
- 15. Stallholders dealing in second-hand goods prescribed by law must notify us and provide a drivers licence or second-hand dealers licence.
- 16. The term "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 "organic" or "in conversion to organic" to enable consumer (and NASAA) 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 organic or in conversion to organic can be made. Stallholders claiming to have organic produce agree to random annual inspections involving selecting 5 products and requesting purchase documentation to verify label claims.

17. 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.
18. All food vendors must display the market standard yellow signage detailing 'Certified Organic', 'Conventional' or 'Organic Inputs' clearly on their stall at each market. This allows customers to make clear and informed choice in their purchases. An 'Organic Inputs' sign can only be displayed whilst a product statement explaining exactly which certified organic inputs are used.
19. Stallholders must comply with the instructions of the Market Manager's agent on site (inter alia) as to the location they are to occupy.
20. No counterfeit goods may be sold.
21. 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 must be carried and ground sheets employed. 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.
22. 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.
23. Stalls must be equipped with a fire blanket and fire extinguisher suitable for any of their own fire risks.
24. 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.
25. 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.
26. 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.
27. 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.
28. Stallholders must recognise right of the owner of the land upon which the market is being held to refuse access to any person.
  29. No dogs or other animals, birds, reptiles or livestock may be brought into the market areas without the Market Manager's consent.
  30. 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.
  31. A certificate for \$10m 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.
  32. 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.
  33. 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 trade, but does not attend, the trader will be responsible for an additional fee for another stall.
  34. In consideration for the Market Manager promoting, managing, establishing and maintaining the Markets, Stallholders undertake that they will not, during the Restraint Period and in the Restraint Area, participate as a stallholder or be engaged or concerned in or supply their produce/products to any business or activity that is:
    - a. the same or similar to the business of the Organic Food Markets; and
    - b. in competition with the business of the Organic Food Markets.
  35. Restraint Period means each of the following:
    - a. any time while the Stallholder participates at an Organic Food Market.
    - b. a period of twelve (12) months after the Stallholder ceases participating at an Organic Food market;
    - c. a period of six (6) months after the Stallholder ceases participating at an Organic Food Market; or
    - d. a period of three (3) months after the Stallholder ceases participating at an Organic Food Market.

36. Restraint Area means each of the following:
  - a. the Sydney Metropolitan area;
  - b. within a circle with a radius twenty five (25) kilometers from the Organic Food Market site at which the Stallholder participates (or participated);
  - c. within a circle with a radius ten (10) kilometers from the Organic Food Market site at which the Stallholder participates (or participated);
  - d. the same suburb in which the Organic Food Market the Organic Food Market site at which the Stallholder participates (or participated) and any adjoining suburb.
37. Each of the restraints in this clause resulting from various combinations of Restraint Periods and restraint Areas is a separate, severable and independent restraint and the invalidity or unenforceability of any of the restraints does not affect the validity or unenforceability of any other restraint in this clause.
38. The Stallholder acknowledges that each of the restraints in this clause is reasonable in its extent (as to duration, geographical area and restrained conduct) having regard to the interest of each party to this document and goes no further than is reasonable to protect the goodwill of the Organic Food Markets.
39. The stallholder shall hold harmless, release and indemnify and keep released and indemnify 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.
40. The Market Manager reserves the right to terminate a stallholder's participation at any time.
41. 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.