



## MARKET REGULATIONS AND GUIDELINES

*Owned & operated by*



KALAMUNDA  
**CHAMBER  
OF COMMERCE**

July 2024





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Kalamunda Farmers Market Committee is comprised of the following:

- Chair of the Kalamunda Chamber of Commerce (KCC) (or nominee)
- KCC Manager (or nominee)
- KCC Market Manager
- KCC Marketing & Events Coordinator
- Three Stallholder Representatives

These Regulations & Guidelines are drawn up and distributed by (KCC) in conjunction with Kalamunda Farmers Market Committee (KFMC) and are administered by the Market Manager who is authorised to act in the best interests of all stallholders, KCC and KFMC in ensuring the Regulations and Guidelines are adhered to.



# Kalamunda

## FARMERS MARKET

### 1.0 PREAMBLE

With the authority of KCC, KFMC is responsible for overseeing the vision and direction of the market and the market manager, who reports directly to the Executive Officer of KCC, is authorised to run the market in accordance with this oversight.

The KFMC, KCC and our sponsors expect the Kalamunda Farmers Market to be a safe, friendly, family oriented destination where people can experience the unique Kalamunda community and spend the morning, shopping, pausing for a coffee or breakfast, listen to music and be encouraged to visit other businesses in the region

To ensure that the market can function effectively all stallholders must comply with the rules set out in herein. The market manager and KCC agree to the undertakings set out herein.

#### 1. Location and Time

The Kalamunda Farmers Market (KFM) is held in the Kalamunda town centre, Central Mall, Kalamunda and the adjacent garden area every Sunday from 8am to 12.00noon. From time to time the market location may be moved or the hours may vary at the discretion of the KCC.

No market will operate on Christmas Day or Easter Sunday.

Note: Any market closure is at the discretion of the Market Manager and the KFM Committee.

### 2.0 STALLHOLDERS RESPONSIBILITIES AND UNDERTAKINGS

#### 1. Stallholder Undertaking

- a. Stallholders, by trading at KFM, are deemed to accept these regulations and guidelines and agree to abide by them. Failure to abide by the rules can result in stallholders being excluded from the markets.
- b. In order to promote KFM as a destination of excellence in Kalamunda, stallholders and their staff must conduct themselves in a friendly and courteous manner towards the public, other stallholders and KFM staff.
- c. Any abusive or threatening behaviour will not be tolerated. Such behaviour will be grounds for removal from the market and exclusion from further trading at KFM.

#### 2. Stallholder Site Fees

- a. Stallholder site fees are payable in advance by direct transfer to the KCC bank account. In exceptional circumstances the site fee can be paid to the market manager on the day of the market.
- b. Invoices will be emailed to stallholders the Monday before the market and must be paid by the Friday prior to the market.
- c. Site fees are listed on the Stall Holder Application.
- d. Site fees are determined from time to time by the KCC.



- e. The market manager reserves the right to refuse stallholders to trade at the market if the site fee has not been paid.

### **3. Insurance**

- a. Stallholders must take out combined public / product liability insurance to a minimum \$10 million. The policy must state it relates to trading and includes the Kalamunda Farmers Market as a place of trade.
- b. Stallholders must provide the Market Manager with a copy of their public / product liability insurance 'certificate of currency' prior to the commencement of trade at the market.
- c. It is the responsibility of the stallholder to ensure a renewal certificate of currency is forwarded to the Market Manager one week after the renewal date.
- d. Stallholders will not be allowed to trade if insurance is not current or they are unable to produce a certificate of currency.

### **4. Stallholder and Produce Eligibility**

- a. As far as practicable KFM seeks to comply with the Australian Farmers' Markets Association Model Rules and at the same time fulfil its vision as a destination in Kalamunda.
- b. KCC approves new stallholders' applications and the market manager is responsible to ensure that stallholders continue to trade in accordance with the terms of their accepted application.
- c. Any changes to the composition of stalls and/or produce/goods sold as stated on the original application must be approved in writing (prior to commencement of sale) by the Market Manager and be covered by the appropriate permits where applicable.
- d. KFM reserves the right to carry out an audit of Primary Producers at any mutually agreed time
- e. All food stalls must comply with the Food Act and Food Regulations 2009, any legislation covering the preparation, display and sale of products and any City of Kalamunda Health Department requirements.
- f. Any deviation from this clause 2.4 is at the discretion of the Market Manager and the KCC and will be made in the best interests of the KFM.

### **5. Quality Control**

- a. All stallholders are expected to maintain a high standard of freshness and quality and the display and sale of substandard products can be prohibited on any market day and can lead to exclusion from the market.
- b. Stallholders are responsible for the display and the maintenance of their site. All stallholders must ensure that stall sites and the surrounding area are kept clean and rubbish free at all times.
- c. Sites must be left in a clean and tidy state once the Market closes.
- d. Stallholders are expected to present themselves in a clean and tidy manner. They must be suitably dressed and deal with the public in a courteous manner to maintain the high standards required by KCC .
- e. The Market Manager is authorised by KCC to disallow the sale of goods not considered of an acceptable standard or in contravention of the current

## 6. Bookings/Cancellations

- a. All bookings must be confirmed with the Market Manager no later than 10am Wednesday prior to the Sunday Market.
- b. Cancellations: Site bookings can be cancelled up to 10am Wednesday prior to the Sunday Market. Primary Producers are permitted to make alternative arrangements with the Market Manager. Arrangements must be documented in writing.
- c. Cancellations must be done so via email, text message or in person at the market to the Market Manager.
- d. No refund of site fees will be given for late cancellation or non-attendance.
- e. Three late cancellations or non-attendance without notification to the Market Manager in a calendar year will result in a review by the Market Manager and the KCC of the eligibility of being able to continue trading at the KFM.

## 7. Stall Assignment

- a. Assignment of stalls will be at the discretion of the Market Manager.
- b. Unless stallholders have made an arrangement with the Market Manager, regular preferred sites may be forfeited if stallholders do not trade for 2 consecutive weeks or more.
- c. Stall distribution is at the discretion of the Market Manager in line with the best interests of the all stallholders and KFM.
- d. KFM reserves the right at any time to alter the size, shape and position of stall sites as may be necessary for the best interests, risk management and legal requirements of the market.
- e. Stallholders are to provide their own stall tables, shade and all other equipment required to trade.
- f. There is no storage available on site.

## 8. Access, Set up and Gazebos

- a. Access to the market site is from 5am on a Sunday.
- b. Stallholders are required to have their site set up and ready to trade no later than 8am.
- c. Stallholders must stay within their allocated position.
- d. Stalls must be open to view and be properly staffed by a competent representative and remain open right through until close of trade at 12 noon.
- e. The stall structure and tables must not be dismantled before 12 noon. If a stallholder sells out before closing time, a "Sorry, Sold Out!" sign must be displayed until 12 noon.
- f. "Gazebo" means any protective structure used by a market stall holder to provide shade and shelter to their stall.
- g. Gazebos can only be erected as directed by the market manager and may have to be removed if incorrectly placed or deemed to be unsafe
- h. Stallholders are permitted to use a gazebo with a maximum size of 3m by 3m and with a maximum height of 3.5metres. You will need the consent of the market manager to use a larger gazebo. Gazebos must always be erected in accordance with the manufacturer's instructions.

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- i. The gazebo canopy fabric should be certified fire retardant. The manufacturer should have a tag or label on the fabric that indicates it meets fire safety standards. Gazebo without fire retardant canopies are not permitted.
- j. Gazebos must be in good repair and structurally sound with no loose or missing struts or legs
- k. If the market manager declares a Gazebo or any other stall holder equipment unsafe then it cannot be used until it is rendered safe to the satisfaction of the market manager.
- l. Gazebos will not be permitted to remain erect without being anchored by suitable weights attached to each leg. Such weights can be water weights, sand bags or weight plates. Insufficiently weighted gazebos will not be permitted to remain erected. Weights must be sufficient to hold the gazebo in place and if winds are such that a gazebo is unsafe then they must be taken down.
- m. Rain can cause water to pond on gazebo canopies. Ponding can be hazardous to stall holders and market patrons. Stall holders must ensure that rainwater does not pond on their gazebo's canopy. The weight of water can cause breakage or collapse.
- n. During heavy wind and/or rain, stall holders must not leave their gazebo unattended.
- o. At any time the Market Manager can decide that weather conditions are such that all gazebos need to be taken down - this will normally coincide with the early closure of the market. All stallholders must comply with the instructions of the market manager.
- p. Be aware gas, fumes or lack of oxygen within the Gazebo could result in unconsciousness, brain damage and even death.
- q. Always ensure your Gazebo is well ventilated. When using the optional solid wall kits or inner tent, do not close every window or wall. A well ventilated Gazebo not only maintains healthy Oxygen levels but also reduces condensation build up inside the Gazebo.
- r. Take extreme care using fuel burning, oxygen consuming devices inside the Gazebo. This includes stoves, cooking and heating appliances.
- s. Do not position the Gazebo material near any flame or heat source
- t. Only use recommended water repellent compounds on the Gazebo canopy
- u. Do not spray tent fabrics with insecticides
- v. Always exercise care when using electricity and electric lighting in and near Gazebos. Only use 12 volt LED lighting which does not generate heat.
- w. All infrastructure requirements and catering equipment necessary for trade must be provided by the vendor.
- x. All pathways and thoroughfares are to be kept clear.
- y. The Market Manager has the right to reject a vendor's involvement in any Event due to their site being unsafe.
- z. All signage must be directly related to the products being sold or promoted as outlined in the vendor's application.

## 9. Tenant Access

Nearby businesses that are closed on Sunday mornings may need to access their business premises during the market.

Stallholders need to allow tenants access to their premises in a courteous manner.

## 10. Noise Control

Vendors are not permitted to play music, spruik using a public address system, or use a public address system for any other reason without the Market



### 11. Vehicle Rules, Safety and Parking

- a. Priority must be given to public safety at all times. Stallholders are required to set up marquees in the space allocated and in a way that does not hinder the free movement of pedestrians on the site.
- b. All stallholders must enter the market zone as directed by the Market Manager.
- c. Stallholders' vehicles must vacate the market area by 7.30am and be parked in the designated permitted areas. Only stallholders with permission from the Market Manager to leave their vehicles in the market zone may do so.
- d. For public safety reasons stallholders' vehicles used for trading to the public cannot be moved between 7.30am and 12 noon.
- e. The speed limit is slow walking pace in the market zone.
- f. Hazard lights must be on at all times in market zone for bump in and out.
- g. For safety it is recommended that each moving vehicle have two people assisting. One driving with the windows down so instructions and communication are unhindered. The other person is to be guiding the vehicle into position and observing for possible hazards.
- h. Two people are required for guiding vehicles in or out as described above for any situation in which a vehicle is reversing.
- i. Where there is no second person to assist the Market Manager or team member will assist the stallholder in reversing a vehicle.
- j. No stallholder or employee of the Kalamunda Chamber of Commerce is to park in the Mead Street end car park when trading/working at the market.
- k. Stallholders are permitted to park on Mead Street (not in front of Kalamunda Cycles), Barber Street, Haynes Street, Central Road, car park behind Bank West and Barbery Square car park.
- l. Stallholder's vehicles may be able to park in the market zone at the discretion of the Market Manager.
- m. No stallholder vehicles are allowed to drive into the market zone between 7.30am and 12.15 noon.

### 12. Publicity and Promotion

#### Social Media

The Market Managers will be using Facebook and Instagram to promote the Events as well as listing on various websites. Each vendor will be permitted to post on these Event pages advertising their products and presence at each market event. Stallholder Facebook/website links need to be listed on the application form. If stallholders do not have a Facebook page, then website link and/or photos can be posted on our dedicated Facebook Page/Event. Photos are to be emailed to <mailto:admin@kalamundanightmarket.com.au>

#### Website Listing

There is a dedicated website which may display details of vendors present at each market. It is important that the description of the business/stall is accurate on the stallholder application form as it is from this description that the website listing is produced.





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### Maximise your Exposure

- Ensure attendees know where they can purchase products and services after the Event concludes
- List all stockists and 'local market' attendance
- Provide business cards to interested parties

### Photography

The vendor consents to the Market Manager using any photographs submitted as part of the vendors' application to promote the Event. The vendor also consents to photographs being taken during the Event by Event staff and representatives to be used to promote the Event and for future Events via Instagram and Facebook.

### Wi-Fi

No internet service or Wi-Fi will be provided at the Event.

## POWER, WATER AND WASTE

### 1. Electrical Testing and Tagging

- 1.1. All equipment, fittings or materials used by stallholders may be subject to inspection by the technical staff of the City of Kalamunda.
- 1.2. The outward sign of compliance with the Act will be that the equipment bears an electrical test tag to AS3760.
- 1.3. If any such equipment, fittings or materials are deemed not to comply with OHS&W regulations, nor to be safe for any reason, they shall be removed from the site at the expense of the stallholder.
- 1.4. The Market Manager is permitted to carry out spot checks of electrical tagging and if stallholders do not comply they will not be permitted to trade again at the market until equipment is properly tagged.
- 1.5. Electrical cords/leads should not cross public access ways and must be carefully secured. Any cords/leads that could cause a trip hazard will be remedied.
- 1.6. All electrical malfunctions and power loss must be reported to the Market Manager.

### 2. Gas/Electrical Equipment and Fire Safety

3. Any vendor cooking with or using electricity or gas equipment is required to have a fire blanket and an annually tagged fire extinguisher – 4.5kg BE dry chemical.
4. All extinguishers must be hung a maximum of 1.2m from the ground with the base at least 100mm from the ground.
5. It is the responsibility of the vendor to ensure they know how the extinguisher is operated.
6. No gas appliances are to be used on site without the express approval of the Market Manager.
7. It is the responsibility of the vendor to regularly check all gas bottles and equipment attached to gas bottles to ensure hoses and attachments are not faulty and that bottles are in date and compliant.
8. The Market Managers will adhere to total fire ban rules and regulations.
9. The Market Manager will monitor the fire ban declaration and inform stallholders carrying out an activity that causes or is likely to cause a fire as per DFES website <https://>



[www.dfes.wa.gov.au](http://www.dfes.wa.gov.au). All control measures are to be implemented to ensure the Event is fire safe. This includes asking a stallholder not to attend a Market if their activity is not deemed fire safe

10. Any fees paid will be refunded if a stallholder is unable to attend due the Fire Ban declaration

#### 11. **Water**

No water is supplied to vendors at the KFM. Stallholders must ensure they bring adequate water supply for the duration of the KFM.

#### 12. **Waste Management**

12.1. General rubbish bins will be provided for public and stallholder use by KFM Management

12.2. KFM is single use plastic bag free.

12.3. KFM encourages compostable packaging by stallholders and provides reusable bags for sale.

12.4. KFM encourages recycling wherever possible.

### 5.0 **COMPLAINT RESOLUTION PROCEDURE**

Any complaints or disputes must be dealt with in accordance with these steps:

- Step 1: All complaints must be addressed to the Market Manager in writing covering all facts.
- Step 2: The Market Manager will present the complaint(s) to the KCC at the next scheduled meeting.
- Step 3: The Market Manger will write to the complainant within 5 working days of the KCC meeting detailing the KCC's response to the complaint
- Step 4: If the complainant is not satisfied with the KCC decision, the complainant has the opportunity to attend the next scheduled KCC meeting to present any further supporting documentation regarding their dispute.
- Step 5: The Committee will then discuss the issue in regard to the newly presented information and the Market Manager will then respond to the complainant in writing.

This procedure has been established to ensure that complaints or disputes are resolved in a timely and satisfactory manner and matters not handled in accordance with this procedure may not be resolved satisfactorily.

Third party complaints should be reported in detail to the Market Manager including complainant contact details.

### 6.0 **LEGAL REQUIREMENTS**



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### 1. Signage

- a. All stallholders must have signs clearly visible to the consumer that display their name and address and the name and address of any other producer represented.
- b. All stallholders who make claims regarding their produce must display the appropriate certification on their stall to verify their claims. e.g. All organic certification must be displayed and made visible to the consumer.

### 2. Labelling & Pricing

- a. All stallholders must comply with appropriate labelling regulations and acquire any necessary licenses or permits for selling or producing their products. Copies of these licenses must be given to the Market Manager prior to selling at the Market.
- b. All stallholders must have prices clearly displayed.

### 3. Weights & Measures

Where appropriate, stallholders must weigh all goods on site on certified scales as required under the Weights & Measures Act.

### 4. Food Safety

Stallholders must have read and comply with the food safety regulations that apply to their products and comply with their obligations under the food safety act as stipulated in the ANZFSR food safety regulations and by the Health Department of the City of Kalamunda and Health Department of Western Australia.

### 5. Photography

Stallholders consent to the Market Manager using any material from their websites or other public social media sites to promote KFM.

Stallholders also consent to photographs taken during the KFM being used to promote the KFM via the KFM website and other social media platforms.

### 6. Use of KFM Logo

The KFM logo is trademarked. If stallholders wish to use the KFM logo they must seek prior permission from the KCC. If permission to use the logo is granted then usage must be strictly in accordance with KCC guidelines.

## 7.0 INCIDENT MANAGEMENT

### 1. Reporting of Hazards and Incidents

Stallholders should report all hazards and incidents directly to the Market Manager as soon as possible.

Incident report forms are held at the information stall. It is prudent to report even minor incidents by filling out an incident report form while the incident is fresh in



one's memory. It may not seem important at the time but may prove useful later.

A comprehensive phone contact list is kept at the information stall at all times.

## **2. Responsibilities of Market Manager in the event of an incident**

- a. Provide accurate information concerning incident.
- b. Consult with Executive Officer of The Kalamunda Chamber of Commerce as appropriate
- c. Close the section of market where incident occurred if appropriate.
- d. Assist in normal return to operations.

## **3. Responsibilities of Market Manager in the event of a serious incident.**

- a. Coordinates all crisis response activities.
- b. Contact emergency services where required.
- c. Contacts the relevant stakeholders.
- d. Assesses and identifies facility and environmental needs,
- e. Determines resources needed to handle the incident and obtains support.
- f. Coordinate repairs and clean up with appropriate stall.
- g. In consultation with available member of KCC committee and, where relevant, emergency service members, manages the information flow to the public, media, stallholders and tenants.

## **4. Health and Safety**

- a. The KFM is a smoke free market and smoking on site by stallholders is not permitted. This includes the use of E cigarettes. Smoking is permitted 5 metres outside the market zone.
- b. Dogs are not permitted into the market area without a leash and are to be fully supervised by the owner.
- c. No animals other than dogs are permitted to be walked/ carried though the market zone.
- d. Stallholders are not permitted to have an animal at their stall at any time unless it is for a petting zoo and they have Council approval and appropriate sanitisation.
- e. It is the responsibility of stallholders to ensure that their stall is safe at all times.

## **8.0 GUIDELINES FOR BUSKERS AND PERFORMERS**

- a. Buskers and performers are bound by all the regulations and guidelines set out herein other than those relating to the sale of goods and produce.
- b. Buskers and performers must be family friendly and can only set up in the designated areas as indicated by the Market Manager.
- c. Volumes must be reasonable to allow stallholders and customers to transact satisfactorily.
- d. Any complaints by stallholders or customers will result in noise levels being turned down. The performer will get 3 warnings if they are still too loud their power will be turned off and they will be asked to pack up and leave the market by the Market Manager.
- e. At the discretion of the Market Manager, failure to comply with these



- guidelines may result in a permanent exclusion from busking or performing at KEM.
- f. Buskers/performers may perform between 8am and 12noon only.
  - g. Buskers/performers must book in to perform, by contacting the Market Manager.
  - h. The Market Manger reserves the right to ask buskers/performers to stop playing, to move on, turn down noise levels and leave the market at anytime.
  - i. Buskers/performers will not actively solicit money from market patrons but may allow patrons to give money of their own free will.

## **9.0 DISCLAIMER OF LIABILITY**

- a. Stallholders will indemnify the Market Manager, KFMC and KCC from any direct or indirect costs, damages, expenses or liabilities arising from any injury or damage to any property or person, including the general public, the stallholder or others, occurring either in the space occupied by the participant or elsewhere arising out of their occupancy or anything connected with that occupancy.
- b. The Market Manager, KFMC and/or KCC will not be liable for any loss or damage to the property of the stallholders due to fire, robbery, accidents or any cause whatsoever that may arise from use and occupancy of the site.
- c. The Market Manager, KFMC and/or KCC assumes no liability for any damages or losses resulting from or relating to the failure of the participant to comply with the provisions of this agreement.

## **10.0 AMENDMENTS**

The Market Manager, KFMC and/or KCC review these regulations and guidelines from time to time and reserve the right to amend these terms and conditions at its discretion. Amended rules will be distributed to all Stallholders.