

# **Bollygum Community Market Terms & Conditions**

---

This policy applies to existing stallholders, new applicants and market users and is designed to maintain the authenticity, safety & sustainability of the market.

## **MANAGEMENT**

The Bollygum Community Market is operated by the Friends of Bollygum Park Inc (FOBP Inc) Committee at Bollygum Park, 40 Whittlesea-Kinglake Road, Kinglake on the second Sunday of each month from 10 am until 2 pm September to May (or as otherwise advised).

Market operations (planning and administration) are managed by the FOBP Inc Committee.

## **PHILOSOPHY**

The Market supports and promotes the Bollygum Park to both locals and visitors and provides a friendly 'community-style' market. As the venue is a public facility, the operation of the market must fit with the nature of its operation (i.e. children's playground and Skate Park).

Preference is given to handmade, home grown products and the market aims to support stallholders who make all or the majority of the products they sell. Limited opportunities are provided for stall holders to sell high quality manufactured and second hand products.

## **OBJECTIVES**

In line with the FOBP Inc Committee and local community, the objectives of the market are to:

- Provide funds for the ongoing operation and development of Bollygum Park;
- Provide opportunities for community groups to promote their organisation and raise funds during each monthly market;
- Encourage the sale of goods and services that are grown, baked, made, or developed by the stallholder;
- Provide a venue for district people to develop enterprises;
- Create a market place and atmosphere for social interaction and increase economic activity of the community and its visitors;
- Provide a venue for local and visiting artists to perform;
- Improve the facilities and environment of the market area;
- Maintain a community focus on environmental sustainability; and
- Promote tourism in the region.

## **LOCAL COMMUNITY GROUPS**

The FOBP Inc Committee supports local groups and organisations by:

- Providing stall sites to local community organisations free of charge.
- Having a community group participate each month in the market's BBQ program to raise funds for their group (no site costs applied).

There is an information sheet provided to all BBQ operators outlining the requirements for their stall.

## **STALLHOLDER INFORMATION**

A stallholder is defined as an individual, group, or business that has applied and has been accepted for an opportunity to trade at the Bollygum Community Market. Stallholders are designated as either permanent or casual. Prior to acceptance as a stall holder, the applicant must provide information that facilitates a stallholder booking.

This requires the completion of an application form at:

<https://form.jotform.co/92898177729884>

The market is compliant with the Victorian Privacy Act 2007 with regard to information which is collected and held.

All stallholder information collected is necessary to ensure the smooth running of the market. It is important that stallholders keep the Committee informed of any changes in their personal or stall

# **Bollygum Community Market Terms & Conditions**

---

information, by emailing the Coordinator at: [bollygummarket@gmail.com](mailto:bollygummarket@gmail.com)

## **TRADING AT THE BOLLYGUM COMMUNITY MARKET**

### **PERMANENT STALL HOLDER**

A permanent stall holder is one who has attended three (3) consecutive markets.

If a permanent stallholder cancels more than 3 times within a calendar year, they may lose their permanent status and may become a casual stallholder. With the approval of the Committee, permanent stallholders may apply for extended leave (i.e. two consecutive months or more) for holidays, illness, seasonal products etc.

Stallholder fees must be paid in advance either by:

- Pre-paying on market day for the following market, or
- Transferring the funds to the bank account nominated at the top of their invoice ten (10) clear working days before the day of the market. Where this option is used, it is the stallholder's responsibility to ensure that the **stall name and or invoice number** are provided to assist in identifying payments.

All permanent stallholders are to confirm their attendance at the market no later than one week before the next market by email or text or the Backstage Facebook page. If no confirmation is received by the cutoff date the site will be re-allocated to another vendor. If the trader subsequently arrives without having confirmed their intention to attend then they will be allocated a vacant space, **if any are available**.

Inactive stallholders (those who have failed to attend three (3) consecutive markets or have notified us of their intent not to return) will be removed from the Backstage page and are welcome to re-apply when they become active again.

Stall holders who attend three consecutive markets as a temporary replacement for a permanent stall holder DO NOT automatically become a permanent.

### **CASUAL STALLHOLDERS**

A casual stallholder is defined as an individual, group or business that has been granted trading rights at the Bollygum Community Market on a casual basis only. Casual stallholders are welcome to apply to trade at the Bollygum Community Market as they add substantially to the vibrant atmosphere of the market. Applications from casual stall holders must be made on a month by month basis by contacting the Coordinator at: [bollygummarket@gmail.com](mailto:bollygummarket@gmail.com)

Casuals must book two (2) weeks prior to the market day, and payment must be made at the time of booking, by bank funds transfer. If a vacancy arises and the Coordinator offers a "last minute" booking of a site, and there is insufficient time to pay by bank funds transfer before market day, cash payment must be made on the day.

If a casual stallholder fails to notify the Coordinator of a cancellation, or just fails to show up, the Committee may, at their discretion, refuse to accept future site bookings.

### **CANCELLATIONS AND REFUNDS**

Cancellations by either permanent or casual stall holders made after the deadline (three (3) clear days before the next market) will incur the site fee.

If a permanent stallholder has paid in advance for their site and advises the Coordinator they will not be attending (no less than three (3) full days before the next market), the fee will be held over to the next market that they attend.

If the permanent stallholder has paid in advance, fails to confirm their attendance and does not arrive on the day, their market fee will be forfeited.

All stallholders seeking to advise the Coordinator that they will not be attending an upcoming market may do so using the Bollygum Stallholders (Backstage) Market Group Facebook site up to midday on the

# **Bollygum Community Market Terms & Conditions**

---

day before the market.

**Any withdrawal after this time must be via a phone call or SMS to the Market Coordinator on 0474 837 900. Do not use Facebook or any other mechanism. Failure to do so will result in forfeiture of the fee.**

In the event of exceptional circumstances, (e.g. an emergency/accident) that stops a stall holder from attending the market and being unable to contact the Coordinator within the specified time limits the particular situation will be reviewed by the Committee to determine the status of any monies paid.

The Bollygum Community Market operates from September to May and is an all-weather market.

Due to the variable weather conditions experienced in the area (e.g. heavy rain, high winds, fire danger) the FOBP Inc Committee retains the right to cancel a market at short notice, if it is considered that the safety of both traders and the public may be impacted.

If exceptional circumstances arise that require the market to be cancelled, the Committee will endeavour to contact all stallholders via SMS or phone call as soon as possible.

Cancellation of the market by the Committee will entitle all fees paid to be held over as payment for the next market attended.

***NOTE: BOLLYGUM MARKET WILL NOT OPERATE ON DAYS OF EXTREME FIRE DANGER***

## **PRODUCTS OFFERED FOR SALE AT THE BOLLYGUM MARKET**

Once a stallholder secures a market site they must not add to or change the type of product(s) offered at their site from those detailed on their application form to become a stall holder, unless by prior approval of the FOBP Inc Committee.

If a stallholder wishes to change or add another product line to their stall they must apply, in writing, to the FOBP Inc Committee either by post or via the market email address. The application must include a photo or detailed description of the new product line they wish to introduce. The stallholder will be notified via telephone or email whether their application to vary their product has been accepted and until this time they are not free to alter their product line.

## **MARKET COORDINATOR**

The Market Coordinator manages the applications for stall sites and requests for additional facilities such as power, parking, marquees etc.

The Market Coordinator(or designated representative) will direct stall holders to their site location on the day of the market. Note that an alternate person may be allocated to manage traffic for set-up etc. on the day of the market.

## **INSURANCE**

It is a requirement of our market that all stalls are covered by public liability insurance to a minimum sum of five (5) million dollars.

## **FOOD AND ALCOHOL STALLS**

It is the Stallholder's responsibility to apply to the local council where they reside, as well as to appropriate licensing organisations as required for their business. Further, it is the stallholder's responsibility to obtain and pay for any registration(s) required.

In addition to public liability insurance, food sellers must have product liability insurance, which is not provided by the market. Up-to-date copies of Streatrader certificates and Certificate of Currency for insurance policies must be provided to the Coordinator before a stall site will be allocated.

## **ELECTRICITY, GAS & TOTAL FIRE BAN DAYS**

The use of electricity or generator at the market is only allowable with prior permission of the Market Coordinator. The use of site electricity has a nominal charge of \$10. It is the responsibility of all

# **Bollygum Community Market Terms & Conditions**

---

stallholders to ensure that all electrical equipment is tested and tagged by a qualified electrician.

Extension leads must be off the ground or suitably protected from physical damage and must not create a tripping hazard to anyone at the market.

It is the responsibility of all stallholders that have Liquefied Petroleum Gas (LPG) and/or appliances to complete and comply with a gas safety check list. These are available at the Energy Safe website ([www.esv.vic.gov.au](http://www.esv.vic.gov.au)). This document must be available at the stall at each market and presented if requested.

Stall holders using a source of heat must have a fire extinguisher on site at all times and must also have a Total Fire Ban exemption issued by the CFA, with this permit being prominently displayed at their stall on Total Fire Ban Days.

## **WASTE AND RUBBISH REMOVAL**

All stallholders must take their rubbish with them and leave their site clean.

*THE BINS PROVIDED ARE FOR THE USE OF MARKET PATRONS ONLY.*

## **VEHICLES**

Stallholders must line up on the Whittlesea side of the car park entrance only, to minimise through-traffic disruption, and await instruction from the Traffic Warden(s). All vehicles except those on designated car sites must leave the grounds by 9.30 am. Stallholders must remove their vehicle BEFORE setting up their stall. At the close of trade you are required to dismantle your stall BEFORE bringing vehicles into the car park. No further vehicular movement within the grounds is permitted after 9:30 am and until 2.15 pm (unless directed or approved by a member of the FOBP Inc Committee).

We ask that stallholders be considerate of others and not block traffic movement in the market place. Vehicles must have their hazard lights on and be restricted to a walking pace (5 km/h) in the market and the parking areas in order to provide a safe environment for everyone.

Please Note: Any damage caused by stallholder's vehicles must be made good with Murrindindi Shire Council.

In the event of an emergency, contact the Market Coordinator or a Committee member who will arrange an escort for the vehicle.

## **PARKING**

Only a limited number of market sites have parking rights. After stallholders have transported their goods to their site, and before setting up their stall, the vehicle must be removed to a car parking space outside the market grounds. Stallholders are encouraged to leave on-street parking vacant for market patrons. Trader parking is available in the area directly opposite the market entrance. Look for the marker cones.

## **SETTING UP**

Casual stall holders are required at the market between 8.00 am and 9:00 am for each market. Booked sites are held for each market until 9.00 am only. After this time sites that are vacant may be reallocated at the discretion of the Market Coordinator. The market finishes at 2.00 pm and all stallholders must leave the grounds by 3.00 pm.

<p><b>No stall holder is to commence site set up prior to the Market Coordinator or a member of the Committee being on site.</b></p>
--

## **SITE AREA**

A limited number of marquees are available for hire/use on the market day. These must be booked in advance and are available on a first come/first served basis.

Any stall holder using a market-owned marquee is responsible for erecting and packing up the marquee. Assistance may be available but is not guaranteed.

# **Bollygum Community Market Terms & Conditions**

---

All other stallholders must provide their own marquee, covers (if required) and stall set-up equipment which must adhere to market presentation standards. (i.e. equipment must in good repair and operated in a safe manner).

All stall equipment including racks, tables, signage etc. must be contained within the stall site boundaries. Walkways are required to be kept clear and accessible by emergency vehicles and persons with a disability. Stallholders may not encroach on boundary lines.

Marquees, covers and all stall equipment must be erected securely and weighted or secured at all times.

Stall rental and designation of site location is totally at the discretion of the FOBP Inc Committee.

## **SMOKING AND DOGS WITHIN THE MARKET PLACE**

Bollygum market is held within a children's playground and is therefore classified as a smoke free area in line with the Tobacco Amendment Act 2016. Visitors to, and stallholders at the Bollygum Community Market are reminded it is an offence to smoke within the confines of the park.

Dogs are welcome but must be on leads at all times and owners are responsible for removing their dogs' faeces from the park grounds.

## **BEHAVIOUR**

Everyone involved in the market is expected to behave in a respectful manner to each other. If this is not the case in relation to stallholders, one verbal warning will be issued. If non-respectful behaviour or breach of market policy continues there will be a first and final written warning. Any further incidents will result in the termination of the stallholder's right to trade at the market.

## **SPRUIKING**

Spruiking is not allowed at the market. This will result in the termination of the stallholder's right to trade at the market.

## **GRIEVANCES**

Each stallholder, service user, patron, volunteer, or staff member has the right to have any complaint or dispute they may have regarding the Bollygum Community Market or its management resolved, initially by writing a letter to the FOBP Inc Committee addressed to PO Box 263, Kinglake, Vic 3763 or by e-mailing to: [committee@bollygum.org.au](mailto:committee@bollygum.org.au)

Correspondence should include the nature of the grievance, giving specific examples. The letter must also contain the complainant's name and contact details and the full names (if known) of anyone concerned in the grievance. The matter will then be brought to Committee for resolution as per the grievance policy. The complainant will be notified in writing of the outcome.

## **COMMUNICATION OF MARKET POLICIES AND FEEDBACK**

Any changes to the market policies will be posted on the Bollygum Stallholders (Backstage) Market Group Facebook page and the Bollygum website. It is the responsibility of each stallholder to become familiar with the policy documents and keep up-to-date with any changes.

The FOBP Inc Committee encourages stallholders, community members and the public to put forward ideas on how to improve the market.

Communication of ideas should be in writing and addressed to the FOBP Inc Committee at PO Box 263, Kinglake, VIC 3763 or by e-mail to: [committee@bollygum.org.au](mailto:committee@bollygum.org.au)