



Howitt Park Market

0432 602 007

howittparkmarket@rotarysunrise.com.au

www.facebook.com/howittpark

Hello, and welcome to the Howitt Park Market run by the Rotary Club of Bairnsdale Sunrise.

Market Manager: Ray Rock

Market Co-ordinator: Elaine Bryant

HOWITT PARK MARKET STALLHOLDER TERMS AND CONDITIONS

20/01/2023

1. The stall space is defined by the Market Coordinator. Booking of space and positioning of stallholders is the responsibility of the Market Coordinator.
2. All site boundaries are marked. All sites are minimum 4m x 4m. Most are 5mx5m and will fit a 3mx3m marquee and vehicle less than 5m long. If you do not require a vehicle on your site, you will have a larger selections of sites available to you.
3. Stalls cannot be transferred, sublet, franchised or sold to any other person, nor can they be shared without written approval
4. The market trades from 8:00AM – 1:00PM (9:00AM – 1:00PM in the Winter months - June, July, August) on the 4th Sunday of every month. Please note: A decision is yet to be made as to whether there will be a market on Christmas Eve, 24th December 2023. This will depend on the interest from stallholders and the availability of volunteers on the day.
5. On the day of the market, Rotary is on site from 6AM (7AM in Winter). As you drive in the entry road, a Rotary volunteer will meet you, confirm your site number and that we have received payment and then you will be escorted to your site if you do not know where it is.
6. Stallholders must be on site by 7:30AM (8AM in Winter), and all vehicular access to the market is closed at that time. The market runs till 1PM, and **NO MOVEMENT OF VEHICLES IS ALLOWED WITHIN THE MARKET SITE BETWEEN 7.30AM AND 1PM**. If you think you may sell all your product and wish to leave early, please park your car outside the market site before 7.30AM (8AM in Winter) and walk your items out to your car when you wish to leave
7. Approval must be received from the Market Coordinator before a stall holder can change the nature of the goods or items they sell. Stallholders are responsible for complying with all laws, rules and regulations relating to the goods offered for sale.
8. Stallholders must maintain their stalls in a clean and tidy manner and must take away all unsold items, boxes, paper, wrappings, etc.
9. Grievances between individual stallholders must be settled offsite.
10. Violent or aggressive behaviours such as verbal and physical abuse or threats to persons or property are not acceptable and will not be tolerated. If necessary, police will be notified. Inappropriate behaviour and or offensive language may also lead to expulsion from further markets
11. The Market Coordinator reserves the right to refuse admission to the Market to any person, and to eject or cause to be ejected any person and or his/her goods and chattels without giving any reason. This decision is final and binding.

12. In the event of short notice cancellation by a stall holder (within 4 days of the Market), you may forfeit your payment for that month unless there are extenuating circumstances, and money will not be carried over to the next month. Please discuss with the coordinator if you feel there are extenuating circumstances.
13. Site payment is not refundable once you enter the market. If payment has not been made you will not be granted access to the market, unless a prior agreement has been made with the coordinator.
14. If weather or other circumstances prevent the Market Coordinator from staging a market, the Market Coordinator will endeavour to advise Stallholders, by email, as early as possible. In such circumstances, the Market will not be responsible for any losses to the stallholder. Site fees will be transferred to the next market (preferred option), or refunded, if the market is cancelled prior to opening time.
15. For OH&S reasons the Market must be shut down by Rotary when:
 - a. The wind speed is reaching 25 knots/46.3km/hr
 - b. The site is flooded – we will move to an alternative site if possible
 - c. There is no guideline for heat, so on excessive heat days it is the stallholder's decision whether to attend or not
16. All Howitt Park stallholders must have **PUBLIC LIABILITY INSURANCE** coverage to a minimum of \$10 million. A copy of the certificate of currency must be included in the online booking application, and must be available for viewing by the market committee at any point during the market. *(Please note that, in the past, Rotary has been able to provide insurance market by market, but legislation changed in October 2021, and this is no longer possible.)*
17. **FOOD VENDORS**, ie Stall holders selling home packaged food products, or cooking food at the market, must provide a copy of their ***STREATRADER SOT (Statement of Trade)*** in their online booking application. Stall holders selling fresh meat must also provide a copy of their ***PrimeSafe registration*** in their online booking application. The permit granted to the Rotary Club of Bairnsdale Sunrise to run the Howitt Park Market, states that stall holders must also have these certificates available for viewing by local authorities while trading at the market.
18. Permanent stallholders must advise the Market Coordinator if they will be absent for 2 markets in a row. A fee of \$10 per market may be charged to hold your site. If you are absent from the market for 4 markets, you may lose your permanent status and we cannot guarantee a site will be available on your return. If there are extenuating circumstances, please discuss these with the market coordinator.
19. To maintain your permanent stallholder status, you must attend at least 8 out of the 12 markets in a calendar year. If you are absent for more than 4 markets in a year, your site may be allocated to another stallholder.
20. Casual stall holders who have attended three markets consecutively and wish to secure a permanent site, can discuss their requirements with the Market Coordinator. There is no guarantee that a permanent site will be available for you or that you will get the site you request.
21. Smoking is prohibited on the market site for the entire extent the market permit applies (6am – 1pm).
22. No live animals are to be sold at the Howitt Park Market
23. Stall holders must secure their marquee with sand bags, weights or suitable pegs and ensure no goods can fly away with the wind.
24. No racist, sexist or otherwise offensive material is to be offered for sale or displayed to the public. Our market is a family friendly, inclusive market.
25. From our February 2023 market, no single use plastic is to be used at the market, as per the Victorian Legislature.

Market Stall Booking Procedure

All new stallholders must apply online via our website. Go to <https://www.rotarysunrise.com.au/page/howitt-park-market> for more information.

The application to attend the market will be assessed and, if successful, they will be added to the list of casual stallholders.

All stallholders will be contacted by email 11 days prior to the market to confirm attendance for that market. For PERRMANENT STALLHOLDERS, payment of the site fee will secure their usual site(s) at the next market. If payment is not received by 5PM on the Sunday prior to the market, the site may be reallocated.

Casual stallholders who express interest in attending the market will be allotted sites, roughly on a first-come, first-served basis, but with consideration of maintaining good variety of merchandise at the market. As they are allotted a site, casual stallholders will be sent notification and an invoice, which should be paid by 5PM on the Wednesday before the market to secure the site.

Cancellation by any stallholder after 5PM the Wednesday before the market will cause forfeit of fee, unless there are extenuating circumstances – please discuss with the market coordinator.

Stallholders should contact the Market Manager via email (preferred) or text.

Email – howittparkmarket@rotarysunrise.com.au

Text - 0432 602 007

Site Payment

Your Site is confirmed ONLY AFTER payment is received.

- i. Permanent stallholders must pay by 5PM on the Sunday PRIOR to the market to confirm their site.
- ii. Casual stallholders must pay by 5PM on the Wednesday PRIOR to market day AT THE LATEST to confirm their site.
- iii. If site fees are not paid by the due date, the site may be reallocated.
- iv. If you wish to pay for multiple markets in advance please let the Market Coordinator know and this can be arranged.
- v. Once a payment is made unless due to extenuating circumstances, payments will not be refunded, but carried over to the next time you attend.

Fees

Most sites are 5m x 5m (fits a 3m x 3m marquee plus 1 vehicle less than 5 metres long) – some smaller, central sites are suitable for stallholders who do not need their vehicle on site during the market.

SITE SIZE	SITE FEE
Single site	\$25
Double site	\$45
Triple site	\$65

- Site fees are payable online prior to the market operating. We do not take cash payment on the day.
- No power is supplied, if you need power you must supply your own certified generator and leads (please speak to us first if you are going to use a generator as it may affect where you can be situated in the market. Generators must be maintained and not excessively noisy)

The Market Committee reserves the right to exclude stallholders if they fail to adhere to the guidelines.