



# Kingsbury Drive Community Market

## POLICY & PROCEDURES For Full Time Market Stall Holders

DIAMOND VALLEY  
community support

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The Kingsbury Drive Community Market is a business operated by Diamond Valley Community Support Inc. (DVCS) a registered charitable organisation. The market is conducted in agreement with La Trobe University, and in accordance with the relevant State and Local Government regulation and laws.

**Market address is:** Car Park 2,  
La Trobe University - Bundoora Campus  
Kingsbury Drive  
Bundoora 3086  
**Market Phone :** 0408 555 736  
**Market Email :** [market@dvsupport.org.au](mailto:market@dvsupport.org.au)  
**Market Website :** [www.kdcm.com.au](http://www.kdcm.com.au)

### 1. Full Time Stall Holders

- The term 'Full Time Stallholder' (F/T) is defined as a Legacy Stall Holder that has a permanent allocated site at each Sunday Market. Most F/T Stallholders transitioned from Greensborough.
- A "Full Time" Stall Holder commits to attend as a Stall Holder, regardless of weather conditions, and as such, currently receives a fee discount, a no-fee annual leave allowance of four Sundays, and an additional buffer of absences of four approved Sundays without jeopardising their F/T status.
- This group differs from our new group of "Permanent Stallholders"

### 2. Market F/T Stallholder Operating Times

Arrival time: 6:00am (positions cannot be guaranteed after 7:30am)  
Set up time: 6:00am – 7:30am  
Pack Up time: 1:00pm – 2:00pm (all Stall Holder sites must be vacated by 2:00pm)

Stallholders must not move any vehicles within the market area between 7:30 am and 1:00 pm without market management approval.

### 3. Sites and Fees

The fees per site are as follows when paid on time. Casual rates may apply - see Item #9

| Canopy<br>frontage/size:  | Per Market<br>Charge | Casual Rates |
|---------------------------|----------------------|--------------|
| 1.4m x 1.4m               | \$20                 | \$35         |
| 3m x 3m                   | \$30                 | \$50         |
| 4.5m x 3m                 | \$40                 | \$65         |
| 6m x 3m                   | \$60                 | \$100        |
| Food Site<br>(size limit) | \$40                 |              |

- A stallholders site (non food) can consist of any combination of the above standard sizes.
- All fees quoted are inclusive of GST.
- Fees will be reviewed on a regular basis and Stall Holders will be given at least two months' notice of any rise in fees.
- DVCS has a non-exclusive license with La Trobe University to use Car Parks 1 and 2, and as such site allocations cannot be guaranteed on any one day.

### 4. Size of Stall and Structures

- Size of the market sites vary according to availability. Cars can remain on site but must fit within the stall allocation. This includes any required vehicle access such as rear or side.
- ALL tents, marquees, umbrellas and other temporary structures must have a **minimum of 10kg securely attached to the bottom of each-and-every leg**. Some areas/categories may require an increase in this weight requirement. All guy ropes must sit within your allocated stall site. Any attachment to vehicles is not a substitute but considered added security. Electrical ties or "ocky" type straps or ropes are not acceptable.
- Our Market Staff will be on site throughout the market and will inspect all structures.
- If for any reason a structure is deemed unsafe or not compliant to our required policy, the Management has the authority to insist that it is instantly dismantled. These reasons may include: installation method, structure material and/or overall suitability to the prevailing outdoor conditions. The decision of the Market Management shall be final.
- Stall Holders can request to change stall size or location. This request must be made in writing and is subject to consideration of availability, possible fee difference, and any market management planning.

## 5. Products and Services

- Products and Services presented at the market should be of a considered 'reasonable' standard. DVCS reserves the right to refuse products or terminate the Full Time status of a Stall Holder whose products or services are considered not up to standard, illegal or counterfeit.
- Activities by an individual or groups representing or lobbying for local, state or federal political interest, any religious interest, or any community or social issue considered of possible contention, are prohibited.
- To ensure diversity, there may be a quota on types of goods or services sold at the market. This is decided by the market manager.
- Stall Holders cannot sell products other than those agreed upon when Full Time status is granted or if changes have been approved.

## 6. Second Hand Goods

- Sale of second hand 240volt electrical items is prohibited.
- If any Stall Holder carries on the business of buying, selling, exchanging or otherwise dealing in second-hand goods (more than 3 times per year), whether or not he or she deals in other goods and regardless of where the goods are bought, he/she may need to obtain a Second Hand Dealers license from the Business Licensing Authority.
- The Second Hand Dealers license must be available upon request and updated annually.
- Some goods are exempt. Check with: [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)

## 7. On the Day

- Set up from 6:00am (or earlier as directed by market manager on special occasions).
- Entry point is the pedestrian crossing in the center of the market site front row.
- Wait for instructions from the Market Staff before entry unless other arrangements have been cleared by the Market Manager.
- No moving vehicles are permitted on site between 7:30am and 1:00pm (except in the case of an emergency, or by approval of the Market Manager and under Market staff supervision). Trading should be completed by 1:00pm with all vehicles removed by 2:00pm.

## 8. Attendance

- To preserve the overall look of the market and avoid gaps and vacant space, Full Time Stall Holders are expected to attend the Market every week, unless the Stall Holder is away on approved leave or other absence due to sickness, bereavement or personal circumstances.
- Having a core group of reliable stallholders who attend regardless of time of year, weather conditions, or occurring public events, is a fundamental reason for the provision of benefits to F/T stallholders.
- DVCS reserves the right to cancel a Stall Holders Full Time status if attendance drops below 40 weeks in a calendar year.
- As the market is an outdoor all-weather market, all Full Time Stall Holders are expected to provide suitable weather protection to enable them to trade each week.

## 9. Stall Booking Payments

- Fees will no longer be invoiced per calendar month.
- Stall fees must be paid a minimum of four weeks in advance of market day. Any number of markets can be paid for at a time.
- Failure to make and maintain the advance payment will result in the site fee adjusting to the casual rate..
- Non-payment by the due date may jeopardise Full Time status and entry to the market.
- DVCS reserves the right to cancel a Stall Holders Full Time status if payment is not received on time.

## 10. Payment Methods

KDCM ONLINE BOOKING AND PAYMENT PORTAL – [www.kdcm.com.au/stallholders](http://www.kdcm.com.au/stallholders)

## 11. Refunds and Credits

- Full Time stallholders will receive a credit on their next month's account ONLY if the market is closed by DVCS due to bad weather (see Section 18 - Cancellation of the Market due to Weather) .
- In all other instances there will be NO REFUND or credit of fees permitted.

## 12. Approved Leave Policy

- Full Time Stall Holders can apply for approved annual fee-free leave of up to a maximum of four market days each calendar year. Approved leave can be taken as individual market days at any time of the year.
- Application must be made at least two months in advance by submitting a 'Leave of Absence' form which is available from Market staff, or at [www.kdcm.com.au](http://www.kdcm.com.au) , otherwise fees will apply.

### **13. Other Absences**

- In addition to the permitted four weeks approved annual leave, Full Time Stallholders shall be allowed up to 4 additional approved absences in a year for sickness, bereavement and other personal circumstances without their F/T status being affected.
- All Full Time Stallholders must advise the Market Manager of any absence and the reason for the absence as early as practicable. Notification should be communicated to the Market Manager via Email Market@dvsupport.org.au), or SMS Mob: 0421 653 707.

### **14. Table Hire**

- Tables are not for general Full Time Stallholder use but are available in situations where additional tables are required on a temporary basis, such as if a F/T stallholders table has failed.
- Table Hire = \$10 plus a \$50 deposit per table
- The deposit will be refunded once the table is returned and judged to be in a fit state. If the table is damaged the deposit is forfeited.

### **15. Insurance**

All Full Time Stall Holders must hold current Public and Product Liability Insurance and Motor Vehicle Insurance.

#### **a. Public and Product Liability Insurance**

All Full Time Stall Holders must have the following insurance:

- Public Liability of at least \$20,000,000
- Product Liability of \$20,000,000
- A current "Certificate of Currency" document must be lodged with DVCS.

#### **b. Motor Vehicle Insurance**

All Stall Holders must have Motor Vehicle insurance to be eligible to enter the market area, including:

- A minimum of Third Party Property Damage Insurance for an amount of not less than \$10,000,000; and
- Third Party Bodily Injury insurance.

### **16. Cessation of Full Time Status**

- Full Time Stallholders wishing to cancel their Full Time Stall Holder status may do so by giving at least two month's written notification to the Market Manager.
- A Full Time Stallholder may wish to continue as a Casual or Permanent Stallholder.
- Any Full Time Stall Holder may have to relinquish their Full Time status should the Kingsbury Drive Community Market be relocated to a different location in the future. Every effort would be made to make any such transition equitable.

### **17. Scheduled Closures of the Market**

- The market is closed over the Christmas / New Year break and in August when La Trobe University runs its University Open Day. Dates will be advised as early as possible.
- Scheduled closures do not usually exceed three per year. However, as we do not have exclusive access to use the La Trobe University Car Park areas, the number of scheduled closures or spaces available on any one market day, may be varied.
- Full Time Stallholders will be notified of any scheduled closures as and when we become aware of them.

### **18. Cancellation of the Market due to Weather**

- The market may be cancelled if, at the discretion of the Market Manager, the weather is considered to create a safety risk on the market site. This will include, but is not limited to extreme rain, extreme wind and extreme heat.
- If the market is closed, trade will immediately cease. If trade has not commenced for that day stallholders will not be permitted to set up.
- Failure to comply with directions from market staff regarding the closure will result in a ban on attending future markets.
- Full Time stallholders will receive a credit for the lost market in future bookings.

### **19. Rubbish**

- All Stall Holders are required to stow and remove all their rubbish from sites at the end of the day and ensure that it is left clean and tidy.
- A limited number of rubbish bins are made available for the shopping public's use, however these bins are not available for rubbish generated as a result of stallholder trading activity.
- Under no circumstances are food related items, in particular scraps and oils etc., to be placed in the bins.

## 20. Food Stalls

- Stall Holders selling food or food products (e.g. cakes, drink, meat products, confectionary, etc.) must hold a current Streatrader Registration from Darebin City Council or another council and lodge a copy with DVCS.
- All Food Stalls must lodge a current copy of their "Certificate of Currency" as per section - 10 – Insurance.
- Food vendor sites, location and requirements must meet all OH&S standards, food handling regulations, and be considerate of other traders and public amenity. The Market Managers determination on these issues is final.
- Food Stall Holders must supply their own required safety equipment i.e. fire extinguisher and fire blanket for use on the day.
- Food vendors are required to ensure they are compliant with all food handling regulations and provide all required safety equipment. Eg. washing facilities, fire blankets and extinguishers etc.
- ***ALL Food Stall Holders must supply a suitable rubbish bin for customers and remove all their own rubbish from the site. Their site must be left clean.***

## 21. Health and Safety

**The whole of the La Trobe University property and Kingsbury Drive Community Market is a smoke free environment.**

- **Manual Handling** - All stallholders must observe correct and safe manual handling procedures. This includes the use of trolleys to move heavy items.
- **Food Safety** - All stallholders selling and preparing food should have the appropriate food handling qualifications.
- **LPG Gas** - Stallholders using LPG Gas Cylinders must maintain their equipment to an appropriate standard. Connections and leads must be checked during setup.
- **Generators** - All generators must be operated in a manner according to manufacturer's requirements. Disturbance or interference with the activities of other stalls and patrons due to the sound or fumes of generators should be minimised. Locations for generators are restricted.
- **Leads** - All electrical leads must be checked during set up. They must be in good order and be correctly plugged in. Leads should not protrude into areas where customers may have access. Where leads may be exposed as a potential trip hazard, they must be covered with suitable matting. All leads must be "test and tag" compliant.

## 22. Sub-letting or Purchase of a Stall Holders' Ongoing Business

- An individual Stall Holder is granted permission to sell a particular product/s or provide a particular service/s.
- Stall Holder spaces cannot be transferred, sublet, franchised or sold to any other person or business.
- Stallholders may apply in writing for a family member/associate to operate their stall for a period during absences due to illness or approved leave.
- No changes in product are allowed during this period.
- Where a Stall Holder sells a business, their market stall cannot be included as there is no guarantee the market will accept the continuation of the stall in another person's name. All such applications are to be approved by the Market Manager.

## 23. General Terms and Disputes/Complaints:

- DVCS reserves the right to terminate Full Time status and the opportunity to operate a stall at the market if the Stall Holder does not comply with DVCS Policies and Procedures.
- As the market is held on Crown Land there must be no actions that result in damage to the land, property or infrastructure.
- Stall Holders must comply with all relevant laws and any requirement of any authority including City of Darebin, La Trobe University and DVCS in connection with the Market and the use of the stall sites.
- Stall Holders must behave respectfully towards others, including market staff. Abusive language or offensive behavior will not be tolerated at any time.
- Stall Holders should not knowingly sell goods that are offensive, illegal or goods believed to be illegally obtained.
- Tobacco, e-cigarettes must not be sold at the market.
- Alcohol must not be served at the market and cannot be sold without Market Managers approval and appropriate licensees.
- Stallholders are not permitted to bring animals with them to the market without approval from the market management.
- All decisions made by the Market Manager must be complied with on the day.
- These Policies and Procedures may be amended from time to time at the sole discretion of DVCS including the addition, deletion or variation of terms and conditions.
- Where DVCS amends the Policies and Procedures it will notify stallholders and post them on its website within a reasonable time. Stallholders will be deemed to have agreed to the amendments by continuing to maintain a stall at the Market or by a signed acknowledgement as and if required.
- All complaints (consumer or Stall Holder) must be raised with the Market Manager for discussion and resolution in the first instance. If a resolution cannot be achieved on the day, the Stall Holder or consumer must contact the Executive Officer (EO) - (DVCS) in writing as soon as possible.

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The EO will try to resolve the issue, and if necessary may refer it to the DVCS Committee of Management, following the Grievance Procedure.