



MARKET REGULATIONS AND GUIDELINES

Owned & operated by



KALAMUNDA
CHAMBER
OF COMMERCE

JUNE 2024



Forreestfield NIGHT MARKET

Kalamunda NIGHT MARKET

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Market Manager - Phone: 0437 632 126

Email: admin@kalamundanightmarket.com.au

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

To apply to be a part of the Kalamunda and/or the Forrestfield Night Market (the “Event”), complete the vendor application form online:

<http://www.kalamundanightmarket.com.au/stall-holder-application>

<https://www.forrestfieldnightmarket.com.au/forrestfield-night-market-application/>

Should you experience any difficulties, email the market manager admin@kalamundanightmarket.com.au



1 PREAMBLE

1.1 Purpose

This Event is a specialty market operated by the Kalamunda Chamber of Commerce that intends to:

- Help connect local businesses and service providers that operate within our City
- Encourage people to visit commercial centres outside of normal trading hours and showcase the businesses that operate within the market space and surrounds
- Encourage local food businesses to host a stall and promote their food business
- To create an event that is fun, vibrant, and welcoming to all
- To create an event that is profitable and successful for all its vendors

1.2 Event Application Process

1. Please read this document which becomes a part of your agreement with Kalamunda Chamber of Commerce
2. Complete the online application form on the website. It is essential you select all the dates you wish to attend and attach your public liability insurance
3. Each month you will receive an SMS from the Market Manager to respond to your interest in that month's market. An application received after 10.00am on the Wednesday prior to the Market will be wait-listed.
4. Invoices will be emailed to each stall holder. and must be paid prior to the market.
5. Cancellations must be received by 10.00am on the Wednesday prior to the event date. Payment of stall fees will be required if cancellation is made after this time.
6. Event bump-in and out maps will be sent out via email on the Thursday before each event

1.3 Selection Criteria

Priority and preference will be given to:

- Local businesses that operate within proximity to the event.
- Businesses who are members of the Kalamunda Chamber of Commerce.
- Stallholders/businesses residing in the City of Kalamunda.
- Handmade artisan products.
- There is a limit of 3 independent consultants/multi-tier network marketing sales/direct sales per market

Where, a similar product and/or service is offered, a roster of market dates may be offered to ensure all applicants are considered.



2 STALLHOLDERS RESPONSIBILITIES AND UNDERTAKINGS

2.1 Stallholder Undertaking

- a. Stallholders, by trading at the Event 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 the Event as a destination of excellence in the hills, stallholders and their staff must conduct themselves in a friendly and courteous manner towards the public, other stallholders and Event 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 future Events.

2.2 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 Friday before the market and must be paid by the Wednesday prior to the market.
- c. The Market Manager reserves the right to refuse stallholders to trade at the market if the site fee has not been paid.
- d. Site fees are listed on the Stall Holder Application.
- e. Site fees are determined from time to time by the KCC.
- f. Additional fees are charged for use of power, which must be requested on Stall Holder Application.

2.3 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 Night Market and Forreestfield Night Market as a place of trade.
- b. Stallholders must provide a copy of their public / product liability insurance 'certificate of currency' with their application.
- 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.

2.4 Sale of Food and Products



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- a. All food vendors must complete a City of Kalamunda Market Food License Application For Market Food Stall to operate at any Event. [Application for Market Food Stall | City of Kalamunda](#)
- b. The temporary food license registered with the City of Kalamunda must be displayed at the stall for the duration of the event.
- c. All food stalls must comply with the Food Act 2009, any legislation covering the preparation, display and sale of products and any City of Kalamunda Health Department requirements.
- d. Environment Health Officers will inspect food vendors at the Event. Food vendors unable to meet the minimum health and safety requirements for trading in public places or for selling food from a temporary food premises will not be permitted to trade until the required improvements are made to the satisfaction of the Health Officer.
- e. Vendors are not permitted to supply or sell alcohol at the Event without prior written approval from the Market Manager. Vendors must comply with the Liquor Control Act 1988.
- f. Vendors of food items are encouraged to offer free food samples to attendees.

2.5 Quality Control

- a. The Market Manager is authorised to disallow the sale of goods not considered of an acceptable standard or in contravention of the current ANZFSANZ food safety regulations.
- 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 the Market Manager .

2.6 Bookings/Cancellations

- a. The Market Manager will send an SMS message to all stallholders the week prior to the markets requesting confirmation of attendance at the Event.
- b. Cancellations: Site bookings can be cancelled up to 10am Wednesday prior to the Event.
- c. Cancellations must be done so via email, text message or in person to the Market Manager.
- d. No refund of site fees will be given for late cancellation or non-attendance.
- e. Cancellation due to Poor Interest: The Market Manager reserves the right to cancel the Event should minimum vendor numbers not be reached. In the event of cancellation under this clause all vendor fees will be refunded.



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- f. The Market Manager reserves the right to cancel the approval of any vendor without refund/or ban the vendor from participation in future events if it is determined that the vendor has breached any of the Terms and Conditions outlined in this document.

2.7 Stall Assignment

- a. Assignment of stalls will be at the discretion of the Market Manager.
- b. Vendors must advise the Market Manager of the required site size when submitting their application. Vendors with genuine and logistical reasons for requesting a particular location may contact the Market Manager to discuss this request; however, there is no guarantee of the preferred position being allocated.
- c. Site areas will not be perfectly to scale on site maps and Vendors may be relocated at any time and for any reason as required by the Market Manager.
- d. The Market Manager 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. Vendors are not permitted to share, sub-lease or assign a site to another person without the prior approval of the Market Manager.
- f. Stallholders are to provide their own stall tables, shade and all other equipment required to trade.
- g. There is no storage available on site.

2.8 Access, Set up and Gazebos

- a. Vendors will be emailed detailed bump in/out instructions.
- b. Stallholders are required to have their site set up and ready to trade no later than 75 minutes prior to the commencement of the Event
- 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 9pm.
- e. The stall structure and tables must not be dismantled before 9pm. If a stallholder sells out before closing time, a "Sorry, Sold Out!" sign must be displayed until 9pm.
- 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.



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- z. All signage must be directly related to the products being sold or promoted as outlined in the vendor's application.

2.9 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 Manager's written authority.

2.10 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 4.30pm 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 5pm and 9pm.
- e. The speed limit is slow walking pace in the market zone.
- f. Hazard lights must be on at all times in the market zone during bump in/out.
- g. For safety it is recommended that each moving vehicle has 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. For the Kalamunda Night Markets, no stallholder or employee of the Kalamunda Chamber of Commerce is to park in the Mead Street end car park, off street parking on Barber or in the Kalamunda Central Shopping Centre parking bays. Stallholder's vehicles may be able to park in the market zone at the discretion of the Market Manager.
- k. Vendors need to be mindful of the businesses operating within the Event location zone during bump in and their potential customers.
- l. Only emergency vehicles will be permitted to move through the Event area during Event hours.
- m. In the event of late arrival, stallholders may be permitted to wheel in their stall at the discretion of the Market Manager.

2.11 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.

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.

3 POWER, WATER AND WASTE

3.1 Electrical Testing and Tagging

- All electrical leads and appliances must be tagged by a certified electrician in accordance with AS 3760-2000 "In-service safety inspection and testing of electrical equipment".
- It is a requirement of our event permit issued by the City of Kalamunda; that all electrical appliances and leads need to be regularly tested (every 6 months minimum) with the current tag attached.
- A qualified electrician may be onsite prior to the commencement of the Event to inspect electrical installations and advise the Market Manager of any breaches.



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- The electrician is not for use by vendors and any cost for services required by the electrician due to breaches of this clause will be passed onto the relevant vendor.
- Any electrical equipment without a compliance tag will be tested and tagged at the vendor's expense. If any electrical equipment is deemed by the Event electrician to not be safe for use, the equipment shall be removed from site at the expense of the vendor.
- 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.
- All electrical malfunctions and power loss must be reported to the Market Manager.

3.2 Gas/Electrical Equipment and Fire Safety

- 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.
- All extinguishers must be hung a maximum of 1.2m from the ground with the base at least 100mm from the ground.
- It is the responsibility of the vendor to ensure they know how the extinguisher is operated.
- No gas appliances are to be used on site without the express approval of the Market Manager.
- 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.
- The Market Managers will adhere to total fire ban rules and regulations.
- 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>. 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
- Any fees paid will be refunded if a stallholder is unable to attend due the Fire Ban declaration

3.3 Water

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

3.4 Waste Management

- a. General rubbish bins will be placed in the Event area. These bins are not for use by the stallholders.
- b. Stallholders are responsible for removing their own rubbish and ensuring the area is left clean and tidy.
- c. Vendors are encouraged to use compostable packaging.



- d. Recycling is encouraged wherever possible.

4 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 regards 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.

5 LEGAL REQUIREMENTS

5.1 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.

5.2 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 Event.
- b. All stallholders must have prices clearly displayed.



5.3 Weights & Measures

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

5.4 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 ANZFSA food safety regulations and by the Health Department of the City of Kalamunda and Health Department of Western Australia.

6 INCIDENT MANAGEMENT

6.1 Reporting of Hazards and Incidents

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

- Property damage
- Illness, accident or injury
- Anti-social behaviour
- Lost children
- Any observed disruptive behaviour
- Any other issues raising concern for the health, safety, or security of vendors or the public
- Near misses

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.

6.2 Responsibilities of Market Manager in the event of an incident

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

6.3 Responsibilities of Market Manager in the event of a serious incident.

- a. Coordinates all crisis response activities.
- b. Contact emergency services where required.



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- 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.

6.4 Health and Safety

- a. The Event is a smoke free 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.

6.5 Personal Safety and Security

Vendors are required to maintain a reasonable level of personal safety and security. The Kalamunda Chamber of Commerce and the Market Manager will not be liable for the theft, damage, and loss of cash, personal items or any other goods including the loss or damage as a result of onsite power failure.

7 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. After 3 warnings the performer will be asked to leave the market by the Market Manager.



- e. Failure to comply with these guidelines may result in a permanent exclusion from busking or performing at the Event.
- f. Buskers/performers may perform between 5.00pm and 9.00pm.
- g. Buskers/performers must book in to perform, by contacting the Market Manager.
- h. The Market Manager reserves the right to ask buskers/performers to stop playing, to move on, turn down noise levels and leave the market at any time.
- i. Buskers/performers will not actively solicit money from market patrons but may allow patrons to give money of their own free will.

8 DISCLAIMER OF LIABILITY

- a. Stallholders will indemnify the Market Manager 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 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 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.

9 AMENDMENTS

The Market Manager 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.