



## **Operations**

Acceptance and non-acceptance of applications will be at the sole discretion of “Todd Mall Markets” (Committee) and Coordinator. This will be based on the information given by the applicant on their application, meeting the approved Product criteria.

- Todd Mall Market Committee and Coordinator reserves the right to reject applications and not enter any correspondence or otherwise explain the reasons for its decisions. All decisions made by Todd Mall Market Committee and Coordinator are final.
- Stall rental and stall positions is totally at the discretion of Todd Mall Market Committee and Coordinator.
- When a stall is transferred, sublet, franchised or sold to another person, the stallholder must give notice in writing to the Committee and Coordinator
- Upon applying for a stall, stallholders agree that any images that they supply can be used to promote TMM events. Stallholders must only provide images that are they own or have copyright thereof. Stallholders must also agree that they will exercise good judgement and always be respectful and courteous to Todd Mall Markets, fellow stallholders and customers on all platforms of social media.

## **Approved Products**

All products offered for sale must be suitable and safe for a market environment.

- It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their product.
- Stallholders are not permitted to sublet part of their stall.
- No second-hand electrical good to be sold.

## **Fees & Insurance**

- Stall fees are outlined in the application procedure form located at [www.toddmallmarkets.com.au](http://www.toddmallmarkets.com.au)

## **Market days**

Where possible Registered stallholders must be in attendance during the market trading times as advertised at [www.toddmallmarkets.com.au](http://www.toddmallmarkets.com.au)

There is a shared traffic zone between vehicles and pedestrians with a 5 km speed limit.

- Stallholders must be in the market area 30 minutes prior to market opening hours and ready to trade at the commencement of the trading hours and must continue trading until the market closing time. Cars may not enter market until 15 minutes after closing time unless otherwise advised by Co-Ordinator.
- Any Stallholder seen to be entering their vehicle into the Todd Mall before 1.15pm or 2.15pm after-market ends, will be handed a printed ‘Entering early’ warning slip.
- Any Stallholder who receives up to three (3) ‘Entering early’ warning slips at the market will receive official notification that their business relationship with TMM could be terminated with no further correspondence being entered.
- Notification of non-attendance is required prior to market days via market mobile (0458 555 506) or email to allow new or other stallholders to spread out and fill in gaps.
- Any stallholder who does not give three (3) prior non-attendance notification will run the risk of having their stall revoked or handed to the next person waiting for a market stall

## **Occupational Health and Safety**

- Stallholders must drive within the market area at a safe speed that is no greater than 5km.
- As per the markets advertised trading times. Vehicles are not permitted down the Todd Mall Market area 30 minutes prior to 9am start and 15 minutes after 1pm or 2pm.
- Within market area, smoking is not permitted at any stall site.
- All persons to taking reasonable care of their own health and safety, and that of their staff/helpers
- To take reasonable care that their conduct does not adversely affect others
- Not to obstruct access or disrupt any emergency service response
- Not misuse or tamper with any Council Utilities or other assets; and Comply with terms and conditions for Trade Site and Vehicle permit.
- It is known to create an unsafe condition when extension leads, and power adapters are piggy backed on to each other as this can lower voltage in supplying power

## **Waste and Rubbish Removal**

- Stallholders are required to remove their own rubbish and waste from their immediate stall location. Boxes & cartons must be removed from market area.
- The waste bins provided at the markets are for the general public use only.
- Stallholders are responsible for leaving their site and surrounding area clean, tidy and undamaged.

## **Stall Set-up and Equipment**

- Stallholders must provide their own covers and stall set-up which must be good in good presentation.
- The Committee or Co-ordinator do not provide any stall equipment, they only provide site area.
- All stall equipment including racks, tables, signage etc. must be contained to the stall site boundaries. Public access ways must be clear at all times.
- Tents, covers and all stall equipment must be erected securely and weighted or secured at all times regardless of the weather.
- All equipment must be in good repair and be operated in a safe manner.
- A stall holder will not use any ASTC infrastructure. Furthermore, sites will use weights to secure their site, regardless of weather forecast
- Pegs/star pickets/stakes not permitted – wrap around weight bags to be use at ground level
- No ropes ties or other attachments to any ASTC equipment

## **Food stalls**

- It is the Stallholders responsibility to apply to the local council (Health and Environmental Services department) and obtain and pay any registration required.
- Stallholders must supply copies of registration to the Co-Ordinator, including Business Insurance.
- Food stallholders must comply with any local health regulations and food acts.
- Failure to comply with health department standards and regulations may result in immediate closure of stall and future stalls may only be reinstated once all regulating bodies have been complied with.
- Food vendors to have both blanket and fire extinguisher in visible easy to grab location
- extension leads, and power adapters are piggy backed on to each other as this can lower voltage in supplying power

## **Power/Gas Equipment**

- Powered sites are limited, and power outlets may only be used with the permission TMM Co-Ordinator.
- Stallholders must ensure that all electrical equipment and leads be tagged in compliance with relevant workplaces regulations.
- Stallholders must ensure that all gas appliances are approved and in date.
- Stallholders using gas appliances must comply with NT Worksafe guidelines. Representative from NT Worksafe will check from market to market.
- Stallholders using gas/electrical appliances must have a suitable fire extinguisher or fire blanket on site.
- It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their equipment.
- No generators are to be operated down the Todd Mall by any Stall Holder

## **General- Stallholders Code of Conduct and Responsibilities**

- Stallholders must respond co-operatively to any direction given by the TMM Co-Ordinator or Committee in relation to the operation and occupation of their stall, equipment, goods and vehicle during operating times and any direction of a security or safety nature.
- Stallholders must not act in a verbally or physically abusive, dangerous, or disruptive manner and if so it will not be tolerated and will result in immediate termination. Subject to Committee
- Stallholders must ensure that their activities do not endanger the safety or security of any people at Markets. Per insurance schedule
- Stallholders must not cause damage, make alterations or additions of any nature to, or carry out works of any nature to market site property, if any damage is caused, the costs of any repairs, making good or replacement are borne by the stallholder expense.
- Stallholders must comply with all the terms contained in these regulations and must comply with any changes to the market regulations, or any relevant local government and other statutory laws & regulations
- Stallholders must report to the TMM Committee or Co-Ordinator any incident or accident to any person or property.

## **Stallholder Indemnity**

without limiting the generality of any other provision of these regulations, the stallholder hereby indemnifies and holds the TMM Committee / Co-Ordinator harmless from and against all claims for Loss arising in connection with or in relation to:

- The Stallholder's occupation of the market;
- The sale or attempted sale of the approved products or any other products or services;
- Any injury or harm suffered by the stallholder;
- Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the stallholder;
- Any loss of or damage to the stallholder's property regardless of the cause of that loss or damage;
- The death of any person of a consequence, in whole or in part, of any act or omission by the stallholder;
- Any breach of these regulations by the stallholder; or
- Any legal costs on a full indemnity basis incurred by the TMM Committee/ Co-Ordinator because of the stallholder's breach of these regulations.

## **Exclusion of Liability**

The Stallholder acknowledges and agrees that the TMM Committee and Co-Ordinator makes no warranty or representation in relation to or in connection with the stallholder's occupation or use of the market. Without limiting the generality of this clause, the stallholder acknowledges and agrees that the TMM Committee and Co –Coordinator has made no warranty or representation in relation to or in connection with:

- The prospects of the stallholder for selling of the approved products at the market;
- The stallholder's access to people visiting the market or the access those people have to the stallholder;
- The existence, number or quality of products that will compete with the approved products for the attention of prospective buyers;
- The existence or extent of services and/or facilities of any kind at the market;
- The position within the market that the stallholder will occupy;
- The suitability of the market for any purpose or the existence of any latent or patent defect at the market;
- The extent, if any, to which other visitors to the market might interfere with the stallholder's use of the market;
- The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the Co-ordinator;
- The existence or extent of any security measures undertaken to protect the stallholder, the approved products and/or the market against terrorist or other criminal activity; or
- The existence or extent of any security at the market;

### **Committee Representations/Co-ordinator**

The Committee and Co-ordinator's consent to the stallholder to attend the market does not convey to the stallholder any ongoing rights in relation to the market into the future and such approval can be terminated by the Committee and Co-ordinator at any time in writing and without any period of notice. The Committee and Co-ordinator reserves the right to undertake any of the following actions without notice:

- Re-locate a stallholder to another stall within the market.
- Require the stallholder to remove from sale any goods or services offered by the stallholder which are not approved products; or
- Request that the stallholder undertake any reasonable measure which in the opinion of the Committee and Co-ordinator will improve the safety of the stall.

### **Termination**

The Committee and Co-ordinator reserves the right to withhold consent to a stallholder to occupy a stall at the market, to remove or to have removed from the market, a stallholder who is in breach or does not comply with the regulations, including where a stallholder:

- Fails to pay their stall fee in a timely manner;
- Fails to abide by the markets set up or pack up conditions;
- Fails to abide by the market's trading hours;
- Fails to abide by the terms and conditions of the market's rules and regulations;
- Commits a criminal act at the market.
- Behaves in a manner that breaches the market's Code of Conduct.