



PARAP VILLAGE TRADERS ASSOCIATION INC.

PARAP VILLAGE MARKETS

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PARAP VILLAGE MARKET RULES AND PROCEDURES

INTRODUCTION

The Parap Village Market has been operating since 1982 and has an established reputation as a premier market providing quality Territory arts, crafts and services, world cuisine, refreshments, plants and cut flowers, live music and great local ambience. Focus is on self-created products and services, local grown produce and home-made cuisine.

The Parap Village Market is managed by a Market Manager employed by the Parap Village Traders Association Inc. (PVTA), comprised of Parap Shopping Village Business Owners. Every month there is a meeting of the Market Committee and the Market Manager to discuss market issues and consider applications and requests.

A Permit for the operation of the Market is issued to the PVTA by the City of Darwin. The permit includes a number of policies and regulations that have to be complied with.

Because there is a limited amount of space within the Parap Shopping Village and within the designated stall areas as stipulated in the Lease, there is a limit on the number of stalls that can be included in the Market. It is the role of the Market Committee to make sure that there is adequate variety amongst the Stalls to ensure a viable market.

The Committee must also ensure that there is adequate seating for clients, room for people to move around the market and attention to the needs of the disabled.

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PARAP VILLAGE MARKET RULES AND PROCEDURES

EFFECTIVE FROM 15 May 2015

The following are the Rules and Procedures (Rules) as determined by the PVTA that apply to the Parap Village Market Site Permits issued to approved Market Stallholders, including their employees, volunteer workers, family members, agents and representatives.

DEFINITIONS

In these Rules, unless the contrary intention appears:

“Annual Permit Holders” means those Permit Holders who have completed an Application Form for an Annual Permit and been approved for such a Permit by the Committee and issued an Annual Permit to Trade. Stalls are normally located at the same site area each week, excepting such circumstances as are set out in these Rules.

“COD” means the City of Darwin or Darwin City Council.

“Committee” or **“PVTA Committee”** means the Committee elected and holding office from time to time under the Constitution of Parap Village Traders Association Inc.

“Market” means the weekly Saturday Parap Village Market held between the hours of **8.00am** and **2.00pm** and special event markets as approved by the COD, run by PVTA at the Parap Market Precinct.

“Market Manager” means the person appointed by PVTA Committee to issue market stall permits, allocate market sites, deal with first instance issues, disputes or complaints by stallholders, and complaints or concerns from the public, and ensure the overall smooth functioning of market stalls on days when the Market is operating. The Market Manager includes a person appointed informally by the PVTA Committee from time to time to act in that role in the absence of the permanent Market Manager.

“Market Precinct” means the area of and surrounding the Parap Shopping Village as determined by PVTA and in accordance with the Permit granted by the COD.

“Market Site” means an area of the Market Precinct allocated by the Market Manager to a Stall holder for use as a Market Stall for the hours of the Market on each Market day as determined by these Rules and does not confer any estate, tenancy or interest in the land.

“Market Stall Permit” means the permit issued to operate a stall, whether under a Weekly or Annual Permit, and may include permits to operate information stalls by or on behalf of politicians or political candidates, charities and community groups as well as stalls selling food, craft or other products and services.

“PVTA” means Parap Village Traders Association Inc.

“Trading Year” is the Market trading year commencing on the 15th day of May each year.

“Stall” means the approved displays, goods for sale, signs, umbrellas, frames and tables, tarpaulins, trailers and all other selling apparatus, brought into the Market Precinct by a Stallholder to be used at an allocated Market Site.

“Stallholder” is the person who holds an approved Annual Permit or Weekly Permit and has been allocated a Market Site. The Stallholder is responsible for the conduct of his/her employees, volunteer workers, family members, agents and representatives directly or indirectly related to the operation of the Stallholder’s stall.

“Weekly Permit Holders” means those Permit Holders who have completed an Application Form for a Weekly Permit and been approved for such a Permit by the Committee. Permits are issued weekly. Their site location may change each week, depending on the availability of casual Market Sites as set out in clause 4 of these Rules.

APPLICATION, AMENDMENT AND VARIATION OF THESE RULES

- 1.1 PVTA reserves the right to amend or vary these Rules and Procedures as required from time to time and undertakes to provide four weeks’ notice of any changes to all Stallholders, after which time they will be bound by any amendments or variations. The PVTA committee reserves the right to introduce new policy criteria to allow for future planning and direction of the Markets.
- 1.2 By accepting the allocation of a Market Site and/or continuing to occupy a Market Site, the Stallholder agrees to be bound by these Rules and Procedures as varied from time to time and acknowledges that they form part of the binding agreement between PVTA and the Stallholder.
- 1.3 Any section or provision in these Rules and Procedures which is deemed invalid or unenforceable shall be read down to the extent that it is valid and enforceable and is otherwise capable of being severed from the agreement without affecting the remaining provisions.
- 1.4. PVTA and the Market Manager, having regard to the Objects and Purposes of the PVTA under the PVTA’s Constitution and the benefit of the Market, are entitled to act in their absolute discretion, subject only to any right of appeal detailed in these Rules.
- 1.5. Neither PVTA nor the Market Manager accept any liability for the imposition of these Rules and Procedures, including the carrying into effect, or enforcement of such, on any stall holder, except as required by law or under any Agreement by which PVTA is bound.

2. COMPLAINTS, COMPLIMENTS AND QUERIES – AVENUES OF COMMUNICATION

- 2.1 All applications for Market Site permits and related enquiries, issues, disputes or complaints by Stallholders must, in the first instance, be submitted through the Market Manager. The Market Manager is onsite at the Market Precinct, or can be contacted on 043 888 2373 or by email at markets@parapvillage.com.au .

2.2 If a Stallholder's concerns or queries are not dealt with by the Market Manager to the Stallholder's satisfaction, these concerns and notices of appeal can be directed to the PVTA Committee in writing to: PO Box 564, Parap, NT 0804 or markets@parapvillage.com.au .

2.3 Stallholders agree that they will not commence any legal action in relation to these Rules and/or the conduct of PVTA or the Market Manager while they are currently in breach of the Rules or until all avenues of appeal as provided herein have been determined or otherwise finalized.

3. APPLICATIONS FOR A MARKET STALL PERMIT

3.1 Individuals wishing to apply for a Market Site Permit for the Parap Village Market must complete an application form. These application forms are available from the Market Office during PVTA office hours or on the Parap Village Market web site.

3.2 The Market Manager and/or the PVTA selection Committee will assess all permit applications according to the criteria set out in section 3.3 and 3.4. Applicants will be notified as soon as possible by the Market Manager as to whether or not they have been granted a Market Site Permit. This decision will be final and binding and will give no rise to any further appeal process.

3.3 All new applications for Market Site Permits will be assessed according to the size of the space required, the quality, originality and origins of the goods and/or services applicants wish to sell, and the availability of vacant sites. Applications from Stallholders wishing to sell jewellery, clothing, commercially produced or foreign products will only be considered if they are deemed to be beneficial to the market in terms of high self-input, originality and/or quality of product.

3.4 Applications will generally not be accepted from:

- Franchises;
- existing Stallholders;
- applicants with existing large commercial businesses in the same field.

Applications may be accepted for Weekly Permits for information stalls conducted by or on behalf of politicians or political candidates, charities and community groups although the amount of space available for such stalls is very limited. Applications for such stalls will normally be determined on a "first come first served" basis having regard to the available space.

3.5 PVTA reserves the right to require any permit applicant to submit a current credit reference report by an authorized credit reporting agency, as well as two personal character references from a suitable reputable adult person who has known the applicant for at least two years. PVTA may also require any applicant to provide it with written authorization to obtain a criminal record check from Northern Territory Police as a condition of approval of a Market Stall Permit.

3.6 Generally stalls selling goods or services relating to drugs or alcohol or sexual services will not be approved for issue of a Permit.

3.7 Approval of an Annual Permit will not automatically provide you with a space at the Parap Market.

3.8 All stallholders must have completed and signed an Application Form for a Weekly or Annual Permit to trade at the markets and been notified by PVTA of approval of their application before commencing trading, and must have acknowledged that they have read and understood the current PVTA Rules and Procedures and agree to abide by them.

3.9 All Stallholders hereby agree to the taking of promotional photos or video authorised by PVTA and taken onsite. Such material may include images of the stallholder's market stall, the stallholder, product or staff. Such material may be used for a range of purposes, including:

- Photo or video for use by outside broadcasters;
- Market brochures;
- Facebook, Twitter, Instagram and other social media;
- Trip Advisor etc.

3.10 Stall Applications must be delivered to the Market Manager in person through the PVTA Office. Telephone 0438 882 373 during the PVTA office hours to make an appointment.

4. SITE ALLOCATION AND OCCUPANCY

4.1 Stallholders have no rights in or over any particular Market Site and cannot automatically transfer their Permit.

4.2 Market Sites vary considerably in size and shape and no guarantee is given in regard to the size, frontage, location or total area of any site allocation. The Market Manager may need to adjust individual allocated site dimensions as required for purposes of safety, access, overall market layout requirements or other operational requirements.

4.3 Any dispute between Stallholders over size, area or boundaries of a site or location of a Market Stall within a site shall be referred to the Market Manager who will be the final arbiter in any such dispute. Stallholders will comply with any direction of the Market Manager until determination of any appeal that may subsequently be lodged under these Rules and Procedures.

4.4 Stallholders wishing to swap their allocated site with another Stallholder must have approval from the Market Manager.

4.5 Every effort will be made to ensure that the Stallholders can occupy their usual site each Market Day, however the PVTA Committee reserves the right to reallocate sites as necessary. Except in unforeseen or emergency circumstances, Stallholders will be given 28 days' written notice of any site reallocation.

4.6 Stallholders who wish to relocate from their current allocated Market Site to a newly available existing site or potentially available future site need to register their request in writing with the Market Manager. Every effort will be made but there is no guarantee that any request will be granted. The Market Manager will determine allocation of Market Sites based on the most appropriate Market Stall for the site. An Annual Permit does not confer any rights over first selection of available sites, and is at the Manager's discretion based on suitability for that site.

- 4.7 Weekly Stallholders will be allocated a Market Site by the Market Manager at the Market Manager's discretion, according to the availability of a suitable site and the suitability of the products and/or services being offered for sale by the Stallholder. Preference will be given to local stallholders who sell their own self-made products or those made by other local residents.
- 4.8 Allocation of a Market Site to a Weekly Stallholder on a particular Market day does not give rise to any implication or commitment that a Market Site will be allocated to the Weekly Stallholder on any subsequent Market day.
- 4.9 All placed Weekly Stallholders must be on site by 7am. Failure to be onsite by 7am can result in the Stallholder's usual site to be given away to a waiting Stall holder. Every attempt must be made to contact the Market Manager on 0438 882 373 by 6pm Friday prior if they cannot trade the following day.
- 4.10 Weekly Stallholders may be allocated the same Market Site each week. This is not to be interpreted as a change in status from Weekly Stallholder to Annual Stallholder.
- 4.11 In the unforeseen event that the PVTA is no longer able to offer a Stallholder a permit to trade, all efforts will be made to give that Stallholder 28 days' notice.
- 4.12 All stall holders must comply with Darwin City Council By-laws
- 4.13 Entertainers and Buskers must abide by the same Rules and Procedures as the Stallholders. A busker must register and obtain a permit from the PVTA office before they can perform.

5. PRODUCTS AND SERVICES

- 5.1 All stallholders must comply with their pre-approved product, service or produce list. Any Stallholder found to be providing false information regarding their products or selling unapproved items at their stall will be considered in breach of the Standards of Conduct as per section 16.2.
- 5.2 It is the responsibility of the Stallholder to ensure they conform to any safety and compliance standards pertaining to their products and services. Products and services deemed inappropriate will not be permitted for sale.
- 5.3 Minimal product variations in design, colour, materials and pattern are acceptable, as long as it is within the product line. The Market Manager will determine if a variation is substantial enough to be considered an additional product, in which case the Stallholder is required to apply for permission to sell this additional product.
- 5.4 Stallholders may apply to sell additional products at any time. The Market Manager and/or PVTA will assess all additional product applications based on product origins, originality and quality, and similarity to the stallholders' existing product lines. The PVTA's decision will be final and binding and no further negotiations will be entered into.
- 5.5 Applications for designs and products plagiarized or copied from other Parap Village Market Stallholders will not be approved.

6. ATTENDANCE

- 6.1 The signatory to any permit application form is deemed to be the approved Stallholder and, as such, must occupy their Site at all Markets, except when they have advised the Market Manager in advance in writing of the necessity to be absent, up to a maximum of two months per year (either in one absence or a series of absences). Stallholders holding an Annual Permit who wish to be absent for longer than two months per year must apply, in writing, for an additional extension of absence and provide just or extenuating circumstances for such an absence. This clause applies regardless of whether the stall is being operated by a staff member in the Stallholder's absence or is not in operation.
- 6.2 Any Stallholder holding an Annual Permit who is absent without notice in accordance with sub-clause 6.1 for two consecutive Market Days will lose their Annual Permit and become a Weekly Stallholder.
- 6.3 Any Permit Holder, whether Weekly or Annual, who is away for more than 8 weeks must reapply for a new Permit.
- 6.4 If for any reason a Stallholder is unable to attend on any Market Day, they must, where possible, advise the Market Manager by 6.00pm the evening preceding that Market Day.
- 6.5 Any Stallholder who has not arrived at their site by 7:00am will be deemed to be not attending on that day and may have their site allocated to another trader.
- All Stall holders must be off site by 4pm
- 6.6 All Stallholders holding an Annual Permit are required to pay site rental for each week of the annual market year (52 weeks duration), regardless of attendance, unless the markets are officially cancelled by the Market Coordinator, due to:
- 6.6.1 Severe weather warnings combined with actual severe weather activity that makes it unfeasible for the market to operate.
- 6.6.2 Special Public holidays that fall on a Saturday such as Christmas Day.
- 6.7 Should a Cyclone Warning be current for the Darwin City area any time from 8pm Friday night the following day's market will automatically be officially cancelled.
- 6.8 In the case of cancellation of the markets, stallholders are not permitted to turn up and trade from their usual site.
- 6.9 Stallholders are free to choose if they wish to trade in the event of uncertain or inclement weather conditions, taking into account the safety of their shade structures and likelihood of stock damage. Stallholders must contact the market manager to advise if they do not wish to attend.

6.10 Any additional markets such as an extraordinary week-day market are optional and rental will only be charged if attended.

7. SITE SET UP AND SITE STANDARDS

- 7.1 All Stallholders, staff, workers and family must have their Market Stalls and products set up ready to trade and their vehicles and trailers not used as part of a Market Stall removed from the Market Precinct by **7.45am** at the latest on each Saturday Market Day. Stallholders must not commence to pack up their Market Stalls prior to **2pm** on Saturday Market Days and Stallholder vehicles must not enter the Market Precinct before **2pm** without permission from the Market Manager.
- 7.2 Stallholders are responsible for ensuring that all equipment and temporary structures brought into the Market Precinct and used at their allocated Market Site are in good presentation, safe, secure and comply with any relevant legislation, regulations and/or by-laws.
- 7.3 Public areas, access, walkways and shop entrances are to be kept clear at all times during the operation of the Market and any requests from Shop Owners for space and visibility must be adhered to. This is a condition of our license issued by the COD.
- 7.4 Stallholders are required to set up and pack down their stalls in an efficient and contained manner with minimal disruption to walkway access.
- 7.5 No blue plastic tarpaulins to be used within the market; all covers / awnings / tarps must be neutral coloured.
- 7.6 Market Sites must be kept in tidy presentation and clear of litter during operation and must be left clean and tidy at the end of each Market.
- 7.7 All Food Stall operators must ensure that cooking oils, waste water and foodstuffs are not spilt or left on their Market Site and that they correctly dispose of waste oil, water and foodstuffs. Stallholders found in contravention of this Rule will be charged a fee based on the cost incurred by PVRTA to dispose of this rubbish.
- 7.8 A suitable impervious groundsheet of good condition without holes or tears must be placed on the ground under all food and drink stalls and must be removed after trading and cleaned off site. Sites must not be hosed out.
- 7.9 Food Stall operators who leave oil or food waste on their Market Sites will be required to clean the site at their own expense or pay a fee determined by the PVRTA for the site to be cleaned.
- 7.10 Any food stalls providing overhead shade or rain covers over pathways and thoroughfares must ensure these are secured adequately and are in good condition free from rips or holes. Covers must not be attached to COD trees, poles or public structures.
- 7.11 Rubbish bins within the Market Precinct are only for members of the public's food scraps, small packaging and rubbish. Bins will be emptied during the day by the grounds people. Stallholders' **packaging** materials, for example oil waste, waxed boxes, foam rubber, etc., are to be disposed of by the Stallholder into the Skip Bin on Gregory Street. All rubbish must be off site by 3pm.

- 7.12 Stallholders are responsible for the removal of clean cardboard rubbish to be flattened before being placed flat into the Recycle Bin provided. All cans and bottles must be disposed of in the Co-Mingle Bin provided. Stallholders found in contravention of this Rule will be charged a fee based on the cost incurred by PVTA to dispose of this rubbish.
- 7.13 Stallholders who use the sink must take care not to overflow the drain, causing liquid to escape into walkways. Each person must clean thoroughly after each use, emptying the catch tray underneath into the bin provided. Stallholders must keep the use of fat, oil and grease to a reasonable minimum (disposing off-site as a general rule); not pour any fat, oil or grease directly down the drain or into the grease arrester; and scrape or wipe off rather than rinse excess food material or oil and grease from dishes, kitchen utensils and equipment.
- 7.14 All Stallholders must stay inside their allocated area.
- 7.15 Water hoses must not cross over walkways or be left in area used by the public.
- 7.16 The responsibilities of grounds people are removal of rubbish from COD bins and bins provided by the PVTA around the precinct, cleaning the public toilets, maintaining cleanliness at seating areas and around the Market, setting up and pulling down the Market according to their list of jobs and procedures, as directed by the Market Manager.

8. ANNUAL REVIEW OF STALLHOLDERS

- 8.1 At the end of each trading year, the Market Manager and the PVTA will review all Market Sites, Stalls and current Stallholder permits to ensure continued location suitability, relevance to surrounding stalls and other significant factors in relation to the positioning, conduct and mix of stalls. Significant factors in assessing suitability of Stallholders for a renewed Permit will include the quality of products or services sold; diversity/variety/range of products or services; quality of customer service; record of continuity of stall opening throughout the Trading Year; record of co-operation with other Stallholders, the Market Manager, PVTA committee members, COD officers and Parap shopkeepers: compliancy with the agreed PVTA Rules and Procedures.
- 8.2 All Stallholders will receive an application in March/April each year to extend their permit for the next market year and the Stallholder must sign and return this application form to the Manager by the date stated on the application to be eligible for renewal of their permit.
- 8.3 If there are any issues with either the suitability of a Stall or Stallholder as per sub-clause 8.1 or any degree of non-compliance of a Stallholder with these Rules and Procedures during the preceding Trading Year at the time permit renewal applications are handed out, the Stallholder concerned will receive notice in writing from PVTA and will have the opportunity to resolve these issues prior to their permit being renewed. Should the Stallholder not resolve these issues to the satisfaction of the PVTA committee prior to the expiry date of their current permit their permit will not be renewed. Stallholders who wish to appeal the non-renewal of their permit can do so in accordance with the appeal process detailed in clause 18.
- 8.4 Stall Renewal Applications must be delivered to the Market Manager in person through the PVTA Office. Telephone 0438 882 373 during the PVTA Office Hours to make an appointment.
- 8.5 All Stallholders must reapply each year.

9. PERMITS AND REGISTRATIONS

- 9.1 Food Stallholders must obtain and annually renew their certificate of Registration as a Food Business, and Fish Retailers Permit (if selling seafood or menu items containing seafood) by the due date and provide a copy to the Market Manager each year upon receipt. If, on the expiration of any such permit, certificate or registration the Stallholder does not provide evidence of renewal, the Stallholder's Market Site permit may be immediately suspended until such time as any renewal documentation is produced.
- 9.2 All Stallholders must abide by all regulations under local, Territory or Australian Government law for the preparation, display, labelling and sale of their goods and/or services.
- 9.3 All **Electrical Equipment**, Power Leads and Power Boards used during Market operation Must be listed and display a current inspection tag. The relevant PVTA compliance Forms must be signed by the technician and submitted to the Market Manager annually by the end of April and within the date of expiry.
- 9.4 All **Fire Safety Equipment** used during Market operation must comply with the Northern Territory *Dangerous Goods Regulations* and display a current inspection tag. Fire safety equipment must be tested and tagged, with the relevant PVTA compliance forms signed by the technician and submitted to the Market Manager every six months by the end of April and the end of October and within the date of expiry
- 9.5 Fire equipment must be visible at all times and all employees, volunteer workers, family members, agents and representatives must have clear knowledge on your fire safety procedures in case of an emergency.
- 9.6 All **Gas Equipment** used during Market operation must be AGA (Australian Gas Association) approved Equipment and must comply with the Northern Territory *Dangerous Goods Regulations* and display a current inspection tag. And the relevant PVTA compliance forms signed by the technician and submitted to the Market Manager annually by the end of April and within the date of expiry.

10. PERMIT DISPLAY

- 10.1 Each Annual Market Stallholder operating within the Market Precinct must display their Parap Village Market Stall Permit conspicuously on their Stall each week.
- 10.2 Food stalls are required to display the original copy of their Registration as a Food Business certificate conspicuously on their Stall each week.
- 10.3 Weekly stall holders will be issued a daily permit, which is incorporated with the receipt paid on site on the day.

11 INSURANCE, LOSS AND DAMAGE CLAIMS

- 11.1 PVTA effects and maintains in respect of the Market Precinct a public risk policy of insurance (PVTA policy) in the amount of not less than Twenty Million Dollars (\$20,000,000.00) on behalf of PVTA and all approved Stallholders at their collective cost. Stallholders are required to pay a weekly insurance levy to the PVTA and be covered by PVTA policy unless they choose to carry their own insurance as per Section 11.4.
- 11.2 The PVTA policy includes an excess payable in the event of a claim. In the event of any claim against the PVTA policy arising from any allegation against the PVTA that is directly or indirectly connected with any Stall or Stallholder, the Stallholder concerned shall, upon demand by PVTA, pay any excess required by PVTA policy.
- 11.3 A Stallholder shall give immediate written notice to the Market Manager of any liability claim directly or indirectly related to that Stallholder's stall.
- 11.4 Should a Stallholder choose to carry his or her own public risk policy of insurance, the terms of which must be satisfactory to the PVTA, they must provide a current Certificate of Currency of their policy with a public liability cover of no less than Twenty Million Dollars (\$20,000,000.00) and will be exempted from contributing to the insurance levy of PVTA Policy and will not be insured by the PVTA policy.
- 11.5 A detailed copy of the Parap Village Market Public Risk policy is available from the market office.
- 11.6 Stallholders are responsible for any and all other insurance which they might prudently require beyond the PVTA policy including but not limited to product liability for body products (including skin, hair, facial, cosmetic and beauty products), animal products and health supplements/ treatments, and professional negligence cover for any Stallholder providing body manipulation or massage services.
- 11.7 PVTA accepts no liability for any injury, loss or damage whatsoever directly or indirectly suffered by any Stallholder and their Staff, directly or indirectly through the operation of any stall or in connection with the Market Precinct. PVTA accepts no liability for any loss, damage or injury whatsoever resulting from adverse weather conditions.
- 11.8 Each Stallholder hereby indemnifies and holds harmless the PVTA against all claims, suits, actions and proceedings of any kind directly or indirectly related to the operation of that Stallholder's stall.

12 FEES

- 12.1 An initial \$100 bond must be paid by all Annual Stallholders before their permit is binding. This will be held in trust by the PVTA .
- 12.2 All Stallholders shall be charged the appropriate fees as set out in the Fees List. These fees will be reviewed annually but may be reviewed at any time during a Market Year, should PVTA

believe this is required. Any increase in Stallholders' Market Site fees will be notified to Stallholders 28 days prior to the new fees coming into force.

- 12.3 Site fees are due each Market Day and are paid on-site to the person appointed by the Market Manager as the Fee Collector. Stall fees collection starts at 8.30am until 11.30am, the Fee Collector ONLY comes around once. If you miss paying you must phone the Market Manager on 0438 882 373 to arrange coming to the Office to pay.
- 12.4 Annual stallholders can opt to pay monthly in advance or for a longer period subject to approval and pre-arrangement with the Market Manager in writing.
- 12.5 Site fees for any anticipated period of absence from a Market Site by a Stallholder greater than one week must be paid in advance to the Fee Collector. Failure to pay absence site fees in advance will result in a breach of the Rules, unless the Stallholder can show just cause or extenuating circumstances.
- 12.6 Site fees must be paid each Trading Saturday. Weekly Permit holders who do not pay their site fees on any given Saturday will not be issued a Permit the following week.

13. PARKING

- 13.1 The designated area for Stallholders, their employees, volunteer workers and family members to park their vehicles while the Market is operating is in the Parap Primary School Staff bitumen car park (accessed via Urquhart Road) and the adjacent grassed area (accessed through the back right gate inside the bitumen car park).
- 13.2 Bitumen car parks are reserved for trucks and buses. All smaller vehicles should be parked on the adjacent grassed area.
- 13.3 During the wet season, there may be times when the grassed area is not accessible to vehicles due to the wet conditions of the ground. All Stallholders' vehicles that will not fit in the bitumen section of the car park must be parked outside of the Market Precinct / Parap Village Shopping area (including all interior and exterior perimeter car parks around the Parap Shopping Village, which are not available for Stallholder parking under any circumstances – refer to Attachment A for defined parking boundaries).
- 13.4 Parking within the Shopping Centre and Market, is for the Market Customers. All vehicles belonging to the Stallholder and their staff, volunteer workers or family found parked within the Shopping Centre and Market between 7.45am and 2pm will be issued with a fine.

14. CHANGE OF PERMIT OWNERSHIP

- 14.1 **Market Stall Permits are not automatically transferable.** The sale or transfer of an existing Stallholder's business does not automatically confer the Market Stall Permit rights on any new business owner, nor any right to occupation of the Market Site usually occupied by the existing

Stallholder. The PVTA may consider when determining the application for a transfer of a permit issues including the product variety, exclusivity within the market, and competition within the Market precinct.

- 14.2 PVTA reserves the right to require any proposed transferee Stallholder (“applicant”) to modify the existing Stallholder’s product/service list as a condition of approval of transfer of Market Stall Permit.
- 14.3 PVTA reserves the right to require any applicant to submit a current credit reference report by an authorized credit reporting agency, as well as two personal character references from a suitable reputable adult person who has known the applicant for at least two years. PVTA may also require any applicant to provide it with written authorization to obtain a criminal record check from Northern Territory Police as a condition of approval of transfer of Market Stall Permit.
- 14.4 Stallholders wishing to transfer their Market Stall Permit must advise the Market Manager in writing at least 28 days before their desired date of transfer of Permit. Both the existing and proposed new Stallholder applicant must complete the relevant sections on the Transfer of Permit Application Form and the Annual Permit Application form. Both are available from the Market Manager. This Transfer of Permit Application is subject to approval from the PVTA committee. Once the permit transfer is approved by PVTA, the new Stallholder will assume the same rights and obligations of the previous Stallholder as detailed herein.
- 14.5 PVTA is in no way responsible for any misrepresentation concerning ownership, transfer, sale or other disposal of a Market Stall Permit or any terms or conditions applying to such Permit by or on behalf of an existing Stallholder to an applicant or any other third party.

15. GENERAL

- 15.1 Amplified sound systems are not permitted for use by any Stallholder within the Market Precinct unless permission is given by the Market Manager.
- 15.2 Spruiking, that is projecting sound to attract the attention of potential customers to your products or services, is not permitted within the Market Precinct.
- 15.3 No dogs excepting guide or other aid dogs are allowed within the Market Precinct.
- 15.4 Wheelchair access ways and ramps in accordance with legal requirements must be kept clear at all times during the operation of the Market.
- 15.5 Stallholders must not damage or alter the gardens or landscaping within the Market Precinct.
- 15.6 Consumption of alcohol is not permitted within the Market Precinct and any breach may result in prosecution under the Northern Territory *Liquor Act*.
- 15.7 No smoking in the market precinct and any breach may result in fines from the City Of Darwin Council.
- 15.8 Stalls selling body products are required to declare to the Market Manager if any of their products contain any scheduled items listed in the Poisons Standard 2009 and/or any other

applicable legal standards.

- 15.9 Children who accompany Stallholders are required to be supervised at all times whilst they are in the Market Precinct.
- 15.10 All stallholders can be subject to a stall assessment based on size and products at any time, to ensure compliance with their agreed terms.
- 15.11 Market newsletters and notices from the Market Manager delivered to each stall contain important market information, policy changes and updates. All stallholders are required to read these newsletters and notices to ensure they are informed of all developments.
- 15.12 All public road rules apply to Parap Place and Vimy Lane at all times. Vehicle thoroughfare cannot be blocked by stallholders' vehicles or market equipment during stall set up or pack down.
- 15.13 No person shall erect or cause or suffer to be erected any building structure or other improvement on a market site other than a stall and other temporary structure erected and removed for each operation of the Market. Stalls will not be placed in front of shops without the consent of the shop. This decision is up to the discretion of the Shop Owner and in consultation with the Market Manager.
- 15.14 No Stallholder shall fail, refuse or neglect to comply with any reasonable request or direction from the Market Manager or to supply additional information as is required from time to time.

16. STANDARDS OF CONDUCT

- 16.1 The standards of conduct set out in these Rules have been adopted by the PVTA to cover the standard of behaviour that is expected of all Management, Stallholders, affiliated individuals and Market Staff on any Market Day.
- 16.2 No person shall behave in a manner, or use language, that in the sole opinion of the Market Manager is in any way offensive, threatening, abusive, malicious or defamatory within the Market Precinct. All Stallholders shall immediately report to the Market Manager any behaviour which in their opinion is inappropriate. Inappropriate behaviour includes inappropriate commercial behaviour including misrepresentation of products. No Stallholder shall use or suffer or permit a Market Site to be used in any obnoxious, immoral, noisy or offensive manner or to do or permit to be done on a Market Site anything which in the opinion of the Market Manager may be or become a nuisance disturbance or the cause of any damage of any kind whatsoever to any member of the public or other Stallholders.
- 16.3 All Stallholders shall operate safely and to the utmost of their skill and ability in accordance with the Parap Village Market Rules and Procedures and such written directions that may be given to them from time to time by the Market Manager.

17. BREACHES OF RULES AND PROCEDURES

- 17.1 Any initial breach of these Rules and Procedures will result in the issuing of a verbal Notice of Breach by the Market Manager, except in such instances where the breach is considered by the

Market Manager to be of a serious enough nature to warrant the issuing of a formal written Notice of Breach as specified in section 17.2. If the Market Manager directs a Stallholder to rectify any matter, the Stallholder must immediately attend to undertaking remedial action as required having regard to the nature and extent of the matter concerned.

- 17.2 If a second breach of any of these Rules and Procedures by the same Stallholder occurs within a 12 month period after an initial breach, a formal written Notice of Breach will be issued by the Market Manager.
- 17.3 If a third breach of any of these Rules and Procedures by the same Stallholder occurs within a 12 month period, the Market Manager will give a second written Notice of Breach advising that the Stallholder's Market Stall Permit has been suspended effective immediately, pending any appeal by the Stallholder to the PVTA Committee in accordance with clause 18. The Stallholder will not be permitted to trade whilst their permit is under suspension.
- 17.4 Any written Notice of Breach under this clause must be signed by the Market Manager and shall be deemed to have been served if delivered personally or posted or emailed to the Stallholder. Should the Stallholder not be in attendance at their stall, the notice can be served to the person manning the stall and a Statutory Declaration signed by the Market Manager to the effect that he or she has delivered this Notice of Breach shall be sufficient evidence that the Notice of Breach has been served.

18. APPEAL PROCESS

- 18.1 Except where otherwise specifically provided for herein, Stallholders have the right to appeal any Notice of Breach, request, direction or decision of the Market Manager.
- 18.2 Any notice of appeal must be in writing and served by the Stallholder on the PVTA Committee via mail or email as set out in clause 2.2, within 14 days of service or notification to the Stallholder of the Notice of Breach, request, direction or decision appealed against. The notice of appeal must contain all relevant information, evidence and other material to substantiate the Stallholder's disputation of the Notice of Breach, request, direction or decision. The Stallholder will not generally be entitled to an oral hearing. The Committee may conduct and determine the appeal in any manner it sees fit and will normally do so "on the papers" submitted by the Stallholder. If the Committee proposes taking into account any additional relevant information provided by the Market Manager, the Committee will ensure that the Stallholder is advised of the substance of that information and given a reasonable opportunity to respond to it.
- 18.3 The Committee will forward written advice of the Committee's decision on the appeal to the Stallholder within two weeks of the Committee meeting. This decision will be final and binding and will give no rise to any further appeal process.
- 18.4 Should a Stallholder have their permit suspended pending appeal and fail to submit a notice of appeal as set out in sub-clause 18.2 (in respect of which time is of the essence) or be unsuccessful in their appeal the Stallholder's Market Stall Permit will automatically be revoked.

PARAP SHOPPING VILLAGE PARKING BOUNDARIES FOR STALLHOLDERS

Carparks on the inner and outer perimeter roads of the Parap Shopping Village are considered out of bounds to Saturday stallholders. See the map below for precise boundaries.

Parking space is provided in the school grounds. When the school's grassed oval is closed for a small part of the year due to wet conditions, you and your staff need to park your vehicles in a side street away from the Village.

