AKOONAH PARK COMMITTEE OF MANAGEMENT

STALL HOLDER TERMS AND CONDITIONS – Revised July 2026
INDEMNITY AND ACKNOWLEDGEMENT

It is a condition of your participation at our market that you behave respectfully towards our staff, your fellow stallholder community and the public at all times.
Please refer to our 'MARKET CODE OF CONDUCT POLICY on our website, stallholder page.

OPERATION

1. Market commences at 8.00am and closes at 1.30pm.
2. Stallholders must be in place and ready to trade by 7.30am. Any stalls not occupied by this time may be re-let. The Stallholder originally booked for the stall will also be charged for the space and if payment has already been made, no refunds will be permitted.
3. Vehicles – **will not** be permitted into the market area or into the sheds after 7.30am or before 1.30pm

   Vehicles – **must be parked** as specified by the market staff.
   Parking – the first 3 rows of parking in the main car park (west side of sheds) are for customers only
4. Stall Holders must not pack up their goods prior to 1.30pm unless permission has been obtained from the Market Coordinators.
5. Goods must always remain within the white painted stall boundaries. Stallholders must ensure that any signs, stall or goods do not pose a hazard to pedestrians or other Stall Holders.
6. The Akoonah Park Committee of Management Inc. (APCM) does not consent to the practice of Stallholders leaving goods within the market sheds at any time. Stallholders who engage in this practice do so at their own risk and acknowledge that the APCM shall not be liable for any loss or damage to goods so left whether by fire, water, or other cause. If a table cannot be let due to goods being left on table(s) between markets then the Stall Holder must pay the normal rent due.
7. No market will be conducted on Berwick Show weekend (last weekend in February), Christmas Day or New Year's Day
8. APCM reserves the right to cancel a Stallholder's tenure at any time and without affording reason.
9. APCM does not allow sales of sites at the market to other businesses without our prior approval. Stallholders do not own their sites, obtain no rights to their sites, cannot transfer, or sell their sites or otherwise deal with their sites. Market sites/stalls are hired strictly on a weekly basis. Market Management reserves the right to cancel, alter or re-allocate sites to other stallholders. All stallholders at Akoonah Park Market must have completed our stallholder application and be approved before trading at the market.
10. APCM reserve the right in exceptional circumstances to allocate a different site to a Stallholder either at the time of site allocation or upon arrival by the Stallholder at the market site.
11. Products being sold by vendors at the market must not be counterfeit or in breach of copyright laws.
12. The APCM reserves the right to change and amend these Stallholder Rules at any time without prior notice. In the event that any changes are made, the revised Rules shall be available from the APCM and provided to the Stallholder.

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STALL COSTS / REFUNDS

13 Stalls are divided into classes of sites: -

Outside standard 3m @ $45.00
Inside standard 3m @ $50.00
Outdoor – corner site @ $60.00
Power is charged at $5.00 per lead.
Food Stalls/Coffee please refer to website for non-standard costs
NOTE: Stall bookings must be paid by **Wednesday 5pm** for the following Sunday market, payment after this time will incur a late fee charge of $20.

14. We do not offer refunds on pre-paid stall sites. We are an all-weather outdoor Market and stallholders must come prepared to trade in varying weather conditions. If for any reason you are unable to attend a Market that you have booked and paid for, please contact marketmanager@akoonahpark.com.au to discuss.

15. APCM reserves the right to cancel the market due to extreme weather conditions.

16. In the event that our Market is cancelled, we will offer transferral of fees paid to the next trading date, or a full refund will be provided depending on the preference of the stallholder.

17. Administration Fee

The administration fee of $20.00 will be added to stallholders outstanding invoices as stated on the initial invoice. If the new invoice has not been paid by 5.00pm two days prior to the market trading day, stallholders will be removed from trading at that market and for a period of 12 months. In addition, inside stallholders will be required to remove all their items and stock from the market before the next trading market date.

18. Non-Sunday Markets

All stallholders who operate within the sheds must be available to trade at all additional non-Sunday markets, unless specifically advised by the market coordinators. If you do not wish to trade during these events, you must remove your items from within the sheds or continue to pay the required site fee for that particular trading day.

19. Height Restrictions

All sites within the sheds that are not situated against a wall must ensure that any stands, displays etc. do not exceed more than 1.6 metres in height. All sites must ensure they comply with the Height Safety Standards.

FOOD VENDORS

20. Food vendors MUST provide

- a valid Certificate of Currency for your **PUBLIC** and **PRODUCT** Liability Insurance for a minimum of $10,000,000
- a copy of your registration with the principal council (where the food is made or equipment stored)
- your contact name and phone number and/or email
- Statement of trade to be provided on streetrader to principal council and to Casey Council.

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HEALTH and SAFETY

21. We have a **MARKET CODE OF CONDUCT POLICY** on our website, Stallholder page, please familiarize yourself with this policy and behave accordingly.

22. In accordance with the Electrical Safety Act 1998 ALL second-hand electrical goods MUST have a label attached stating that (a) the equipment is second-hand and the equipment has been inspected and tested and complies with Australian/New Zealand standard (AS/NZS) 3760 or (b) the equipment is second-hand with additional wording 'DANGER – DO NOT USE OR CONNECT TO SUPPLY – THIS ELECTRICAL ITEM MAY BE DANGEROUS AND SHOULD BE INSPECTED BY A COMPETENT PERSON IN ACCORDANCE WITH AS/NZS 3760.

23. Under section 96 of the Domestic Animals Act 1994, it is illegal to sell, offer or expose for sale Pets at the Market.

24. All items being sold at Akoonah Park Market must comply with product safety requirements under the Australian Consumer Law. For a complete list of mandatory safety standards, banned products and recalled products visit the Australian Competition and Consumer Commission's Product Safety Australia website at www.productsafety.gov.au

25. All venders selling packaged and unpacked food need to ensure that their product has been clearly labelled with the Country of origin as required under the Food Standards Code. www.foodstandards.gov.au

26. Stallholders must comply with all health and safety regulations and any direction given by officers of the Council or APCM and their representatives to maintain a safe market.

27. Stallholders must comply with the Victorian Government COVID-19 Requirements as or when they pertain.

28. Portable protective structures i.e. marquee or gazebo must be securely weighted at each leg to ensure they remain in place. A minimum of 20kg of weight per leg or 40kg per leg when attaching walls. In the case of high winds any walls must be removed. There is **NOT TO BE ANY PEGGING INTO THE GROUND**

29. Vehicles that have a need to enter the sheds must do so from the southern (Princes Highway) end and exit via the northern end. A very slow and safe speed must be observed at all times.

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AGREEMENT

30. Akoonah Park Committee of Management (APCM) has Public Liability Insurance cover for the APCM. Stall holders should ensure that they have Product and Public Liability Insurance that will cover themselves.

31. By agreeing to participate in the market, each Stallholder releases the APCM, its members, employees, contractors, staff and volunteers, from any liability or obligation (including any future liability or obligation which may have existed at the time to the Stallholder (or any person claiming through or on behalf of the Stallholder) in respect of:

    (a) Loss of or damage to any real or personal property; and
    (b) Personal injury to any person (including agents or representatives of the Stallholder), arising out of or in connection with the market or the performance of the Stallholder's other obligations under these terms and conditions / Stallholder Rules.

32. Stallholders acknowledge these terms and conditions and agree to comply with and be bound by them and rent a stall with that acknowledged.

33. Acceptance of applications will be at the sole discretion of the APCM and based on the information on the application meeting the product criteria, quality, distribution, diversity (market mix) and availability. The APCM reserve the right to reject applications and not enter into any correspondence or otherwise explain the reasons for its decisions. All decisions made by the APCM are final.

34. The APCM reserves the right to change and amend these Stallholder Rules at any time without prior notice. In the event that any changes are made, the revised Rules shall be available from the APCM and provided to the Stallholder.

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