

Katherine Community Market Operating Rules

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www.katherinemarkets.com.au

INTRODUCTION

The Katherine Community Market (KCM) is established and sponsored by Norma Higgins as part of her 2008 Rural Woman of the Year Award. It is planned that a committee of management will be appointed to operate the market and a market manager will be appointed to supervise the market.

Permission to operate the market has been granted by the Katherine Town Council who owns the site. The market is required to operate under conditions specified by the Development Consent Authority including the number of stalls that can operate. Limits may be placed on the types of stalls to minimise duplication and to ensure adequate variety.

Due to the relatively small population base compared to other areas, and in keeping with a "Local Community" theme, **the preferred criteria allows predominantly for produce, value added and packaged fine food, arts, crafts or like goods and entertainment that are genuinely derived from materials and/or productive work, originating from the greater Katherine geographical region.**

The philosophy of the market is to apply reasonably practical policies and operating methods in an environmentally sustainable and eco-system friendly manner. We are working towards a plastic free market (within the parameters of food packaging laws) and encourage all producers to use natural materials where possible.

Reusable bags will be available for sale to encourage stallholders and patrons to embrace the philosophy and paper bags are the preferred method of packaging.

Version amendment list

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Katherine Community Market Operating Rules and Procedures effective June 2009

The Rules below outline how the Markets will be run, and the times the Market will be run. The Rules are based on those operating at other markets in the NT and interstate.

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DEFINITIONS

“Market Operating Rules” and **“Market Rules”** and **“Rules”** are these rules. Permit Application Form/s, and issued Stallholder Permit/s together with these rules form a document set and collectively establish the Market Operating Rules and agreement between KCM and Stallholder Permit Applicants.

“Trading Year” is the Market trading year commencing on the 1st Saturday of July each year and current until 12 months have elapsed, the event whereupon a new trading year commences.

“Market” means the Katherine Community Market conducted weekly on Saturday between the hours of 8.00am to no later than 1.00pm and special event markets as approved by the Katherine Town Council at any time within the Trading Year.

“Market Manager” means the person appointed by KCM Committee to issue market stall permits, allocate market sites, deal with first instance enquiries, issues, concerns, complaints or disputes, of stallholders, the public, by representatives of statutory authorities and to ensure stallholders and the public quietly enjoy a smooth overall market experience.

“Permanent Stallholder” means those stallholders who have completed a Permanent Stall Permit Application Form and been issued the relevant Permanent Stallholder Permit. Permanent Stallholders are normally located at the same site area each week, excepting such circumstances as are set out in these Rules.

“Casual Stallholder” means those stallholders who have completed a Casual Stall Permit Application Form and been issued the relevant Casual Stallholder Permit. Casual Stallholders' attendance at the Market, and their site location, may change each week, depending on the availability of casual Market Sites as set out in section 3 of these Rules.

“Stallholder” is the person who holds an approved Market Stall Permit and has been allocated a Market Site to operate a Market Stall either as, a Permanent Stallholder, or a Casual Stallholder, (and his or her agents including but not limited to associates, employees, volunteer workers and family members).

“Market Precinct” means the area of Ryan Park as determined by KCM according to the Development Consent Authority Permit granted and the Katherine Town Council.

“Market Site” means an area of the Market Precinct allocated by the Market Manager to a Stallholder for use as a Market Stall during 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” means the Market Site inclusive of all equipment (approved displays, goods for sale, signs, umbrellas, tables, tarpaulins and frames, vehicles or trailers and all other selling apparatus), brought into the Market Precinct by a stallholder or his or her agents (and including but not limited to associates, employees, volunteers, workers and family members), to be used at and contained within, the designated boundary of the allocated Market Site.

“Stallholders' Car Park” means the bitumen car park on the corner of the Victoria Highway and Fitzpatrick Street in the Town of Katherine,

“Public Car Park” means the bitumen car park opposite Ryan Park on the corner of the Victoria Highway and Katherine Terrace that is for exclusive use of patrons attending the KCM on days and at times the Market is conducted.

1. APPLICATION, AMENDMENT AND VARIATION OF THESE RULES

1.1 KCM reserves the right to review, amend or vary these rules from time to time and undertakes to provide reasonable notice of any changes to all current registered Stallholders, after which time the amendments or variations take effect. A continual process of improvement in quality (fit for purpose) is intended and suggestions for amendment are encouraged. Written submissions may be made at any time stating the desired change, describing the reasoning for suggesting a change and describing how the change will be of value to the way the Market is administered, managed or conducted. The KCM Committee will assess suggestions on merit, principals of impartiality and fairness, after considering potential for unacceptable adverse effects. Changes are made by version control and new release of the rules.

1.2 By agreeing to and accepting the allocation of a Market Site and/or continuing to occupy a Market Site, the Stallholder agrees to comply with and be bound by these Rules. The Permit Application Form/s, the Market Rules and issued Stall Permit/s are a document set and collectively establish a contract agreement between the Stall Permit Applicant and the KCM.

1.3 Any section or provision in these rules 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 Stallholders acknowledge the KCM Committee and the Market Manager, having regard to the objectives and purposes of the KCM under the KCM's Business Plan and Operating Guide and for the collective benefit of the Market, are entitled to act in their absolute discretion, subject only to right of appeal in these Rules.

1.5 Neither KCM nor the Market Manager accepts any liability for the imposition of these Rules, including the carrying into effect, or enforcement of such, upon and in connection with any Stallholder and in connection with occupation of Market Sites.

1.6 Stallholders agree; that they will not commence any legal action in relation to these Rules and/or the conduct of KCM or the Market Manager while they are deemed to be in breach of the Rules, or until all avenues of appeal, as provided herein, have been exhausted, and only after the reasonable passage of time for an appeal to be reviewed and determined.

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 through the Market Manager. The Market Manager is onsite at the Market Precinct, or can be contacted on 0428730363 or by email at info@katherinemarkets.com.au

2.2 If a Stallholder's concerns or queries cannot be dealt with satisfactorily by the Market Manager or there are valid reasons not to seek assistance from the Market Manager in the first instance, these concerns should be in writing, marked Commercial in Confidence, addressed and delivered to the KCM Committee: PO Box 1991, Katherine NT 0851.

3. APPLICATIONS FOR A MARKET SITE PERMIT

3.1 Individuals wishing to apply for a Market Site Permit for the Katherine Community Market must complete an application form. The application forms are available from the website www.katherinemarkets.com.au, or by contacting the Market Administration by phone, fax or in writing to PO Box 1991, Katherine NT 0851.

Applications need to be received by Market Administration on or before the Thursday prior to the date of the market.

3.2 Registration for Casual and Permanent Market Site Permits are valid for the Trading Year in which they are issued. The annual registration fee is to help recover administration, promotion and website hosting expenditure. See *clause 4.1 - 4.2 for renewals*.

3.3 The Market Manager and/or the KCM Committee will assess all permit applications. 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. Successful applicants will be advised of the Market Site that has been allocated to them. See *clause 3.12 for exception*.

3.4 Preference is given to products produced locally. However there is recognition that not all items can be produced wholly in the Katherine Region. Value added products must, where reasonably possible, be derived from local workmanship and it is highly desirable that content is produced of predominantly local substance. Labeling is encouraged and may be required to adequately inform patrons of material content and origin. *Please seek your own advice for statutory labelling requirements, see links list.*

3.5 All Stallholders must reasonably comply with their approved product list as detailed in the Stallholder Permit. Variations in design, color and pattern are acceptable, as long as it is predominantly within the characteristics described for the product line. Individual self-made and one-off pieces are acceptable. A direct and obvious copy of another stallholder's product already existing in the Market is unacceptable. The KCM Patrons value variety in choice and unique diversity is highly regarded and encouraged. The KCM reserves the right to determine acceptance and approval, or to decline approval to bring any item to Market.

3.6 Casual 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 Casual Stallholder. A Casual Stallholder may request any un-allocated site at the time of booking. Every effort will be made by the Market Manager to ensure availability of a requested site, but this is not guaranteed.

3.7 Permanent Stallholders are allocated a Market Site by the Market Manager after satisfying the requirements of *clause 9.1*. Discretion to allocate Market Sites will be applied in the same way as *clause 3.6* above is for Casual Stallholders.

3.8 Allocation of a Market Site to a Casual Stallholder on a particular Market day does not give rise to any implication or commitment that a Market Site will be allocated to the Casual Stallholder on any subsequent Market day.

3.9 A Casual Stallholder may apply to become a Permanent Stallholder at any time. Should a suitable Market Site that is allocated to a Permanent Stallholder become available, the Market Manager will determine the most appropriate applicant to whom the site is to be offered. If a Casual Stallholder who has applied to become a Permanent Stallholder is made aware of such a vacant site becoming available, the Casual Stallholder may apply to the Manager to have that site allocated to them on a Permanent basis.

3.10 Permanent Stallholders may apply at any time to have their Market Stall relocated to a new or newly vacated Market Site. As in 3.6, the Market Manager will determine allocation of Market Sites based on the most appropriate Market Stall for the site. Permanent status does not infer any rights over first selection of available sites, and is at the Market Managers discretion based on suitability for that site.

3.11 Casual Stallholders may be allocated the same Market Site for an extended period of time. This is of and by itself not to be understood or interpreted as a change in status from Casual Stallholder to Permanent Stallholder without first having satisfied the requirement of 3.6.

3.12 The Market Manager can if there is considered to be just cause and at his or her discretion, refuse a Casual Stallholder the right to occupy a Market Site at any future Market. If the Stallholder believes that they have been dealt with unfairly or unjustly, they may direct their concerns to KCM Committee as set out in section 2.2. The KCM Committee will, at the first reasonable opportunity, review the prevailing circumstances and Stallholder concerns. A discretionary determination will be made in favor of the collective best interest of the KCM including other participating Stallholders, having regard to principals of fair dealings and honorable conduct.

3.13 Stallholders who wish to appeal a decision on their application or in relation to a Market Site must put this in writing to KCM Committee as set out in section 2.2 within seven (7) days. If trading as a Permanent Stallholder, approval is generally granted to continue trading, while the Committee considers the appeal and makes a decision, provided always; that no disputed conduct continues to occur, and/or contentious products are displayed for sale from the Market Stall, until the appeal has been resolved. All decisions on Appeal may be declared final and further negotiations (if any) will be subject to the absolute discretion of the KCM Committee.

3.14 All new applications for Market Site Permits will be assessed according to the size of the space required, the quality and originality of the goods and/or services applicants wish to sell, and the availability of vacant sites. Preference will be given to applicants who wish to sell their own self-made products or those made by other local residents. *See introduction*

4. ANNUAL REVIEW

4.1 At least once at the end of each trading year or as determined to be required and desirable, from time to time, the Market Manager will review all Market Sites, Stalls and current Permanent Stallholder permits to ensure continued location suitability, relevance to surrounding Stalls and other significant factors in relation to the positioning of Stalls.

4.2 All Permanent stallholders will receive an offer to extend their permit for the following year and the stall holder must sign and return this offer to the Manager by the date stated on the offer to be eligible to retain their position.

4.3 If there are issues arising with compliance with the Market Rules by Permanent Stallholders (not otherwise resolved under the Rules), a notice issued by the Manager at this time will provide opportunity to redress and resolve the issues before granting a continuance and extending a Stallholder permit.

4.4 All stallholders can be (and are) subject to stall assessment at anytime, with respect to substantial compliance with the Market Rules, in particular to ensure the spirit and intent of the contract is reasonably reflected by measurable factors including; cooperation with directions from the Market Manager and/or delegates, product item type and quality, harmonious conduct of Stallholders, Market Stalls being contained wholly within the boundary of the Market Site and obvious hazards are eliminated to ensure an unacceptable risk of personal injury does not arise.

4.5 Representatives of any statutory authority having jurisdiction over any aspect of the Stallholder participation at the KCM may enter the Market Precinct to conduct their own inspection and issue their own direction at any time and all KCM representatives and participating Stallholders are to assist (not hinder) that representative in the discharge of his or her lawful duty.

5. MARKET SITES

5.1 Market Stallholders have no rights in or over any Market Site they have a permit to occupy on Market days and cannot sell or transfer their permission to occupy that site. This clause does not create a trade restriction to sell or transfer an enterprise. Upon sale or transfer of an enterprise by private transaction, a new Stallholder Permit Application is required and subject to normal process.

5.2 All 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 need for unencumbered movement and public safety, may give rise from time to time to a requirement to adjust allocated space and/or exact placement of a Market Site including the Market Stall equipment.

5.3 Whilst every effort will be made to ensure that Permanent Stallholders can occupy their usual site each Market Day, the KCM Committee reserves the right to reallocate sites as necessary. Except in unforeseen or emergency circumstances, Stallholders will be given reasonable written notice of any site reallocation.

5.4 Stallholders who wish to relocate from an allocated Market Site to another site within the Market Precinct must register their request in writing to seek approval from the Market Manager. There is no guarantee that any request for relocation of a Market Stall to a different Market Site will be granted.

5.5 Stallholders wishing to swap their site with another stall holder, must register their request in writing to seek approval from the Market Manager. No guarantee as above.

5.6 Stallholders are responsible for ensuring that all items of any kind offered for sale or give away, including for consumption, equipment and temporary structures

brought into the Market Precinct and used at their allocated Market Site are safe and comply with any relevant legislation, regulations, codes of practice and/or by-laws. It is the Stallholders responsibility to obtain their own advice and comply with prevailing statutory requirements.

5.7 Public areas, access, walkways and stall entrances are not to be used or occupied in a manner that gives rise to an unacceptable risk of personal injury to any person and are to be kept clear at all times of attendance and monitored by the Stallholder continuously during the operation of the Market. Market sites are not to be unattended or abandoned at any time.

5.8 All Market Sites must be kept clear of litter and must be left clean and tidy at the end of each Market. All items including waste material are to be removed from the Market Precinct and the disposal managed by the Stallholder.

5.9 Food Stall operators must ensure that cooking oils, waste water and foodstuffs are not spilled or left on their Market Site. A clean groundsheet of suitable material and in reasonable condition must be placed on the ground under all food and drink stalls where the food is not prepared and/or served from a trailer.

5.10 Food Stall operators who generate oil or food scraps within the Market Precinct are required to clean the site and if necessary at their own expense. Failure to do so to the satisfaction of the Market Manager will give rise to a requirement for the site to be cleaned at the expense of the Stallholder, who will be invoiced accordingly.

5.11 Rubbish bins within the Market Precinct are not to be used for the disposal of Stallholders' waste and packaging materials (for example boxes, foam rubber, etc). Stallholders found in contravention of this Rule will be charged a fee equivalent to the cost to KCM of hiring the bin or bins the material was placed in. Provision of bins is for the exclusive use by the public patrons attending the Market in accordance with the approved Waste Management Plan.

5.12 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 are to place and contain all temporary structures, equipment, and items within the boundary of the allocated site. The site boundary can be extended by booking multiple adjacent sites.

6. PERMIT DISPLAY

Each Market Stallholder operating within the Market Precinct must display their approved Stall Permit Number, trading name and statutory licenses (if applicable), legibly and conspicuously on their Stall.

7. STATUTORY PERMITS CERTIFICATES AND REGISTRATIONS

7.1 It is not a function of the KCM to determine what statutory permits and/or registrations are required by Stallholders and the issue of a Stallholder Permit to operate a Market Stall from a Market Site does not imply that a Stallholder has satisfied the obligation to obtain their own statutory permits and/or registrations to conduct an activity from within the Market Precinct. Stallholders must obtain any permits and/or registrations required by Commonwealth, Territory and Local

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Government law (including any legal instruments and applicable codes of practice) for the preparation, display, sale and give away of their goods and/or services.

7.2 All electrical equipment used within the Market Precinct must display a current inspection tag and comply with prevailing commercial standards including the wiring rules for shows and carnivals and be placed and used in a manner that does not introduce a potential hazard that may give rise to a risk of fire, explosion, public alarm, accidental personal injury or property damage.

7.3 All gas equipment used within the Market Precinct must comply with the Northern Territory *Dangerous Goods Regulations* and be placed and used in a manner that does not introduce a potential hazard that may give rise to a risk of fire, explosion, public alarm, accidental personal injury or property damage.

7.4 Applications for a Stallholder Permit are to be accompanied by a copy of each such document that establishes the existence of a bone-fide statutory permit and/or registration. Copies of compliance documentation in relation to permits, registrations and equipment standards as set out in section 7.1 to section 7.3 must be submitted to the Market Manager before the start of each trading year and be maintained at all other times within the date of expiry. The Market Manager may request current, legible copies of all such permits and certificates of registration at any time. They must be made available forthwith. A Stallholder's Market Site Permit may be suspended until documentation is produced. Upon the expiration of any such permit and/or registration the Stallholder is to provide evidence of renewal. A Stallholder operating without a required permit and/or registration is deemed to be operating at their own risk and is their own insurer.

8. INSURANCE, LOSS AND DAMAGE CLAIMS

8.1 KCM effects and maintains in respect of the Market Precinct a public liability policy of insurance in the amount of not less than Ten Million Dollars (\$10,000,000.00) on behalf of KCM and Stallholders at their collective cost.

8.2 Notification of any claim (for injury etc) made against or given to a Stallholder by a member of the public must be provided to the Market Manager immediately such a claim is received, whether verbally or in writing.

8.3 A Stallholder may choose to carry his or her own public risk policy of insurance. A copy of any such policy of insurance that includes a public liability cover of no less than Ten Million Dollars (\$10,000,000) must be provided in order to avoid contributing to the collective cost of the KCM's blanket cover for public risk. Authority to make enquiries to confirm the validity of a policy is conditional upon application to waive the KCM Insurance fee.

8.4 Stallholders are responsible for any and all other insurances relating to themselves, their agents, associates, employees, volunteer workers or family members and/or their property, public and product liability whereupon the KCM Insurer does not respond to and accept a claim under terms of the KCM Insurance Policy.

8.5 KCM accepts no liability for any injury, loss or damage whatsoever occasioned to or suffered by a Stallholder, their agents, associates, employees, volunteer workers or family members as a result of the use in connection with and/or occupation of

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the Stallholder's Market Site or in connection with any activity carried out on or in connection with the Market Precinct.

8.6 KCM accepts no liability for any loss or damage to the property of participants due to fire, robbery, accidents or any other cause whatsoever that may arise from use and occupancy or anything connected with the occupancy of the site including extraneous events.

8.7 Stall holders will indemnify the organisers from any damage, expense or liability arising from any injury or damages to any person, including the general public, or others, occurring either in the space occupied by the participant or elsewhere arising out of its occupancy or any other thing connected with the occupancy.

9. FEES

9.1 Applicants for Permanent Stallholder Permits are required to pay the annual fee, in advance, to reserve an allocated site.

9.2 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 KCM believe this is required. Any increase in Stallholders' Market Site rental fees will be notified to Stallholders at least one (1) month prior to the new fees coming into force.

9.2 Rental fees are paid onsite each Market Day to the person appointed by the Market Manager as the Fee Collector.

9.3 Non-payment by a Stallholder for any Market Site rental fee will result in a breach of the Rules and remittance is a pre-requisite to continued attendance as a Stallholder and failure to remit is a recoverable liability in favor of the KCM entity.

9.4 Rental fees for any anticipated period of absence from a Market Site by a Stallholder must be paid in advance to the Fee Collector. Failure to pay absence rental fees in advance will result in a breach of the Rules, unless the Stallholder can show just cause. Provision for unforeseen circumstances is a potential consideration and a fee waiver may be negotiated with the Market Manager on a case by case basis for extenuating circumstances.

10. ATTENDANCE

10.1 The signatory to any Market Site permit application form is deemed to be the approved Stallholder and, as such, must occupy the Site, the subject of the permit, at all Markets, except when they have advised the Market Manager of the necessity to be absent.

10.2 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.

10.3 Any Permanent Stallholder who is absent without notice for two consecutive Market Days may forfeit their Permanent Stallholder status and be declared a Casual Stallholder. Except in extenuating circumstances notification of any absence must be made by 6.00pm of the evening preceding the Market day.

10.4 All Permanent Stallholders are required to pay site rental for each week of the annual market year (minimum of 46 weeks duration), regardless of attendance, unless the markets are officially cancelled by the Market Coordinator (for example due to inclement weather patterns and/or actual severe weather warnings that may put the safety of stall holders and the public at risk). Additional markets such as the Christmas markets are optional and rental will only be charged if attended.

10.5 In the event of inclement or uncertain weather conditions, Stallholders must contact the Market Manager by 7.00am on that Market Day, at which time the Market Manager will determine if that day's market is officially cancelled.

10.6 All Stallholders must have their vehicles and trailers not used as part of a Market Stall, removed from the Market area and be ready to trade by 7:45am at the latest on each Saturday Market Day. The vehicle entrance is closed and all vehicular movement within the Market will cease from 7:45 for the duration of the Market. This provision is a requirement of the Traffic and Parking Management Plan and is a condition of the KCM Permit. Stallholders must not commence to pack up their Market Stalls prior to 1.00pm on Saturday Market Days and stallholder vehicles must not enter the Market Area before 1.15pm without permission from the Market Manager. All vehicular movement within the Market Precinct is under control of the Market Manager or delegates and drivers are only to proceed as directed.

11. PARKING

11.1 The designated area for Stallholders, to park their vehicles while the Market is operating is in the car park at the corner of Victoria Highway and Fitzpatrick Street and adjacent grassed area. Parking in the surrounding streets is discouraged in the KCM Permit.

12. CHANGE OF STALL OWNERSHIP

12.1 Market Stall Permits/Sites are not transferable. The sale of a Stallholder's business does not automatically confer the Market Stall permit rights on any new business owner, including occupation of the Market Site held by the previous owner.

12.2 Stall holders wishing to sell their stalls must advise the Market Manager of the sale. Transfer of the permit to trade for any particular stall is subject to a new application to the KCM. Any potential buyer is to be advised of this prior to sale. The KCM is in no way responsible for misrepresentation of ownership, transfer, sale or other disposal of stall/site registration to any third party. See clause 5.1

13. GENERAL

13.1 Amplified sound systems are not permitted for use by any Stallholder within the Market Precinct (other than for official use and approved entertainment).

13.2 Spruiking (that is calling out to attract the attention of potential customers to your products or services), is not permitted within the Market Precinct.

13.3 No dogs excepting guide or other aid dogs are allowed within the Market Precinct.

13.4 Wheelchair access ramps must be kept clear and clean at all times during the time of operation of the Market.

13.5 Stallholders must not damage or alter the fixtures, fittings, gardens or landscaping within the Market Precinct.

13.6 Consumption of alcohol is not permitted within the Market Precinct and any breach may result in prosecution under the Northern Territory *Liquor Act*.

13.7 In the unforeseen event that we are no longer able to offer you a permit to trade, we endeavor to give you reasonable notice of approximately 3 months.

14. STANDARD OF CONDUCT

14.1 The standards set out in these Rules have been adopted by the KCM to cover the standard of behavior that is expected of KCM Committee members, Market Staff, Stallholders and associated individuals in connection with any Market Day.

14.2 No person stated in *clause 14.1* shall behave in a manner, or use language that is in any way threatening, or abusive or defamatory towards any other person or offensive within the Market Precinct or in any circumstances deemed to be connected to the Katherine Community Markets. Any inappropriate behavior or misrepresentation of purpose should be reported to the Market Manager and will be considered a breach of these rules. In the instance of **harassment or abuse one letter of warning will be issued and if repeated, the stallholder may be ejected and immediate revocation of the Stallholder Permit will be initiated. Reinstatement will only be considered through the appeal processes.**

14.3 No Stallholder shall fail, refuse or neglect to comply with any reasonable request or direction from the Market Manager, fail to supply information as is required from time to time, to ensure statutory compliance and the satisfactory conduct of Market administration and management.

14.4 Product item descriptions must be accurate, honest and not misleading. (For example, produce must not be described in any way which might possibly be construed by a customer as organic unless it is certified organic. If not certified, saying "organically grown" is not acceptable, however, "no chemicals used" or "pesticide free" or words to this effect are acceptable). If only part of the produce sold is organically grown, this must also be so specified. If a product is claimed to meet a specific food standard (such as Extra Virgin oil) the Stallholder must be able to substantiate and produce clear evidence to this effect upon request.

15. BREACHES OF RULES

15.1 Any breach of these Rules, except where specifically provided for herein, will result in the issuing of a verbal notice of breach by the Market Manager. If the Market Manager directs a Stallholder to rectify any matter, the subject of such breach, action must be initiated immediately by the Stallholder to that effect.

15.2 If a second breach of these Rules by the same Stallholder occurs, a formal written Notice of Breach will be issued by the Market Manager.

15.3 If a third breach of these Rules by the same Stallholder occurs, the Stallholder's Market Stall Permit will be suspended, pending an appeal to the KCM Committee. Any third Notice of Breach must also be signed by a Committee member as witness to the notice being issued.

15.4 Any Notice of Breach shall be deemed to have been served by the Market Manager if delivered personally to the Stallholder, an agent, an associate, or any of their employees, volunteer workers or family members. If such Notice of Breach is not accepted by the person to whom it is being given, the Market Manager may serve it by putting it down in the person's presence and advising him or her that they have been served with a Notice of Breach. A Statutory Declaration raised and signed by the Market Manager to the effect that he or she has complied with this paragraph shall be sufficient evidence that the Notice of Breach has been served (if required).

16. APPEAL PROCESS

16.1 Except where specifically provided for herein, Stallholders have the right to appeal any request, direction or decision of the Market Manager except in circumstances that present an unacceptable or impending risk of personal injury or property damage of whatsoever kind.

16.2 Any appeal must be written, in the first instance, to the KCM Committee, as set out in section 2.2, and must contain all relevant information to substantiate the Stallholder's disputation of the decision.

16.3 The Committee will notify the Stallholder of the date, time and place where they can meet with Committee members to put their case for appeal of the decision in person.

16.4 The Committee will forward written advice of a Committee's decision on the appeal to the Stallholder within the shortest practical time after a Committee meeting. This decision will be final and binding and will not give rise to any further appeal process.

17. Attachments forming part of the KCM Rules

- A) Stallholder Application Form**
- B) Site Fees**
- C) References and Links (Recommended Reading)**