

UPDATED APRIL 2022

PERTH CITY MARKET



STALLHOLDER MANUAL

TERMS & CONDITIONS FOR PERTH CITY MARKET STALLHOLDERS

WWW.PERTHCITYMARKET.COM.AU

SHOP 227 MURRAY STREET MALL, PERTH, WA 6000



PERTH CITY
MARKET

02

WELCOME TO PERTH CITY MARKET!

Whether you're just here for the day, or seeking a permanent home for your business, Perth City Market is a space for Perth's creative scene to call their own. Perth City Market provide local designers, producers and artisans with the opportunity to sell their work directly to the public and acts as a launch pad for budding entrepreneurs and creatives to bring their concepts to life.

The information contained within this manual will answer any queries in relation to trading as a Stallholder at Perth City Market.



Pictured: Dear June Flora

03

*Pictured: Azarenko Portrait**Pictured: Dear Holly*

TABLE OF CONTENTS

**GENERAL INFO P4**

1. Location
2. Trading Hours
3. Contact
4. Market Staff

STALLHOLDERS P5 - 7

1. Permanent
2. Casual
3. Not-For-Profit
4. Emerging Talent

REGISTER P8 - 9

1. Insurance
2. Approved Products
3. Food Stallholders
4. Trucks & Carts
5. Entry Process
6. Registration
7. Review of Stalls

MARKET INFO P10 - 11

1. Stall Requirements
2. Improvements & Signage
3. Design Guidelines
4. Promotion
5. False Fire Alarm
6. Fire & Emergency Access
7. Trade Waste
8. Noise
9. Toilets
10. Storage

BUMPING IN & OUT P12

1. Times
2. On the Day Information

BOOKING POLICY P13

1. Cancellations & No-Shows
2. Stall Fees
3. COVID-19

CONDUCT P14**LIABILITY P15****PARKING & CCTV P16**

04

GENERAL INFO

1.LOCATION

Shop 227 Murray Street, Perth, WA 6000.

Perth City Market is situated between Piccadilly Arcade and Zara and opposite Forrest Place. The Market is indoors and approx. 550sqm in size with air-conditioning, exposed high ceilings and concrete flooring.

2.TRADING HOURS

Market operating hours:

- Monday to Wednesday CLOSED
- Thursday 10am - 5.30pm
- Friday 10am - 7pm
- Saturday 10am - 5pm
- Sunday 11am - 5pm

**Please note trading hours are subject to change at management discretion. Extensions to trading days and hours may be applicable.*

3.CONTACT

All enquiries are to be directed to: info@perthcitymarket.com.au

Please note this inbox is periodically monitored by the Market Manager Wednesday - Sunday during business hours. Due to a high volume of enquiries, please allow up to 3 business days for responses to general enquiries.

4.MARKET STAFF

Market Manager

- We have a dedicated onsite Market Manager to assist with the bump-in/out procedure as well as any on the day enquiries.

05

PERMANENT STALLHOLDERS

Looking to take your business to the next level? A permanent presence at PCM is for you!

1. PERMANENT STALLHOLDER:

- Prepared Food, beverage, service & retail use.
- 1 month minimum booking time frame, 2 week cancellation policy (*refer to P13*).
- Must be available to trade up to 7-days a week for specified trading hours (*subject to changes*).
- Weekly invoices, only pay 1 weeks' stall fee in advance.
- Priority stall allocation and discounted fees!
- 2.4 x 2.4 stall size, timber frame and 1x hanging rail included.
- 1x double power point with 10amp electricity, private kitchen and toilet facilities.



Pictured: Pretty Petal Co.

**All furniture, tables, lighting and decorations provided by Stallholder (excluding timber stall). Permanent positions are subject to availability and Management discretion.*

Please contact Perth City Market for permanent stall fees.

Perth City Market reserves the right to change prices or any other fee at any time.

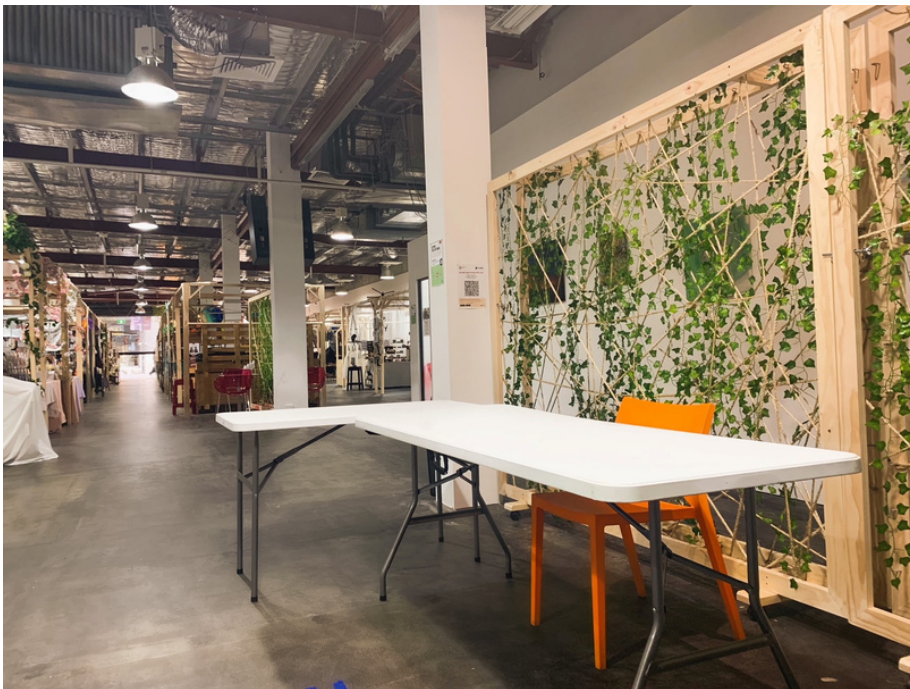
06

CASUAL STALLHOLDERS

Flexibility is our middle name, pop-up at PCM as you please!

2.CASUAL STALLHOLDER:

- Prepared Food, beverage, service & retail use.
- 1 day minimum booking time frame, 7 day cancellation policy (*refer to P13*).
- Make bookings at your convenience using our online booking platform.
- Ultimate flexibility and convenience, no lock in contract!
- 1x 6ft table and 1x 4ft table provided.
- Stallholders have the option to supply an alternative display furniture item no longer than 1.2m and no wider than 1m in forfeit of the 4ft table. No additional tables or furniture are permitted.
- Stallholders must provide their own table covers that reach the ground on all sides.
- Stallholders who require a larger space can book 2 or more stall spaces.
- 1x double power point with 10amp electricity, private kitchen and toilet facilities.
- Casual stalls are located at the rear of the market and positions are allocated by the Market Manager upon arrival.



Example of casual stall setup - 1x 6ft table and 1x 4 ft table in L shape with 1x chair provided by Perth City Market. Stallholders going over their allotted space will be asked to remove the items. Tables cannot be rearranged or moved from their allocated spot.

Casual Stalls from \$60 + gst per day!

07

NFP & EMERGING TALENT

3. NOT-FOR-PROFIT

Not-for-profits are provided a casual stall free of charge. Organisations must be able to prove not-for-profit status. Applications must include a copy of the charity's registration and details of the proposed activity/fundraiser to be carried out.

A copy of the Public Liability Policy covering the charity or organisation and its representatives must also be supplied upon application.

Sites allocated to charities and community organisations will not exceed 10% of the total number of stallholders at the Market at one time.

4. EMERGING TALENT

Budding entrepreneurs under the age of 18 are invited to attend the market as a casual stallholder for 50% off the Stall Fee. A parent or guardian over the age of 18 must Register on their behalf.



Pictured: Little Spools by Ash

Please contact Perth City Market for NFP and student booking arrangements.

Perth City Market reserves the right to change prices or any other fee at any time.

08

REGISTER

1.INSURANCE

It is a **mandatory requirement** for all Stallholders have in place relevant Public Liability Insurance with a minimum of \$10 million cover in the Stallholders name.

A copy of the Public Liability Policy must be provided as part of the registration form. Stallholders must ensure that any insurance provided is renewed and remains current for the term that the Stallholder undertakes trading activity at the Market.

It is also the responsibility of the Stallholder:

- To arrange for worker's compensation insurance as required by law.
- To arrange such other insurance the Stallholder requires necessary in respect to the Stallholder's property. It should be noted that Perth City Market do not accept any liability for loss or damage to the Stallholder's property how so ever caused.

Evidence of this insurance must also be available upon request by Market Staff while in attendance at the Market.

2.APPROVED PRODUCTS

Only items included in your application are permitted for sale, unless otherwise approved by Market Management. We reserve the right to invite Stallholders of our choosing, there may be a similar stall to yours but not identical. *No complaints will be accepted regarding this.*

It is the responsibility of the Stallholder to trade in accordance with Market, State and Local Government regulations. Stallholders are not permitted to sell offensive, illegal, prohibited, counterfeit or unauthorised goods including bearing trademarks for which the Stallholder does not have a licence to sell.

Competitions, raffles or giveaways cannot be run without written approval from Perth City Market. Perth City Market does not permit Stallholder to stand outside of their stall space to distribute flyers to passing customers. The dissemination of political or religious material or ideas is not permitted whilst in attendance at the Market.

3.FOOD STALLHOLDERS

Food Stallholders are required to comply with relevant Local Government and other statutory laws and regulations governing the sale of their food items.

Food Stallholders will be required to obtain a Temporary Food Vendor Permit through the City of Perth and provide a copy of their Temporary Food Permit and Food Business Registration to Perth City Market Management prior to trade. Only pre-made food are permitted at the Market. Cooking of any type is not permitted (unless otherwise approved by Market Management). Grease traps and extraction fans are not available at the Market.

Evidence of this must also be available upon request by Market Staff while in attendance at the Market.

09

REGISTER

4. TRUCKS AND CARTS

A limited number of Food Trucks are permitted to operate within the Market. Food Trucks must coordinate bookings through the Market Manager and provide a copy of their Temporary Food Permit and Food Business Registration to Perth City Market prior to trade.

Food Trucks will be responsible for obtaining a Mall Access Permit through the City of Perth and arrange a bump in and out time with Perth City Market that is within permitted mall access times. An Online Application Form must be completed at least two (2) working days prior to entry date.

Stallholders must specify on their Mall Access application that they are a Perth City Market Stallholder.

Food trucks can contact the City of Perth Communications Office regarding mall permits by calling (08) 9461 3333 or emailing parkingpermits@cityofperth.wa.gov.au.

5. ENTRY PROCESS

Access to a stall is subject to availability and the current mix of products available at the Market. Perth City Market may accept or reject any application or booking its sole discretion. Selection will be on the basis of locality, quality and diversity.

6. STALLHOLDER REGISTRATION

Stallholders must complete the Registration Form located on the Perth City Market website. Successful applicants will receive an invitation to create a stallholder account, authorising them to make bookings via the Online Booking Platform. Once your booking is received and payment made your place is CONFIRMED. We don't send out reminder emails the week of your booking, however you may email us if you wish to double check anything. A schedule of your bookings is available on your Stallholder account under "**View my Bookings.**"

Perth City Market reserve the right to reject any applications or bookings at their discretion. The registration process does not guarantee stall allocation or an involvement or partnership with Perth City Market. Successful applicants may be placed on a waiting list, there is no guarantee of immediate placement. Unsuccessful applications cannot be resubmitted and no correspondence will be entered into regarding the application.

7. PERIODIC REVIEW OF STALLS

Our aim is to provide as much opportunity as possible to as many businesses as possible and to continue to provide the Perth community with a quality Market experience that remains fresh and dynamic. For this reason, we will regularly review the Market Stallholder and product mix.

Perth City Market reserve the right to terminate any Stallholder agreement at their complete discretion. Perth City Market Staff furthermore reserve the right to re-allocate stall positions as necessary at their complete discretion. Stallholders are not to interfere with the Market layout or the allocation and layout of other stallholders and their stalls.

10

MARKET INFO

1. STALL REQUIREMENTS

The fit-out, general cleanliness and maintenance of a stall is the responsibility of the Stallholder. Stalls must be kept in good condition to ensure the Market is seen to meet acceptable standards of cleanliness. Any changes in fit-out must be approved by Perth City Market Management. The stall site must be left in the condition it was found.

Stallholders must keep within the dimensions of their allocated area. If any of the Stallholders equipment, stock or other articles are found outside the allocated area or otherwise obstruct the free movement of any customer, user or occupier, the offending articles must be immediately removed by the Stallholder.

Marquees are not permitted within the Market. All electrical equipment used must have a current and valid 6-month test and tag on it (power cords, eftpos machines etc) and all cords must be secured with electrical tape at all times.

2. SHOP IMPROVEMENTS & SIGNAGE

Stallholders shall not deface or damage the Perth City Market building or attach anything whatsoever to the Perth City Market building or their improvements, fixtures, fittings or equipment without first obtaining the consent in writing of the Market Manager.

All Stallholders will be held liable for any damage caused to their stall, another Stallholders property or to the Market premises, fixtures, fittings, equipment or furniture. Stallholders must repair all damage to the premises or other property and must compensate persons for any injury caused or contributed to by the Stallholder.

3. DESIGN GUIDELINES

Creating a positive first impression goes a long way towards establishing a good relationship with customers. The following design guidelines apply to all stalls:

- The appearance of any displays, promotional material and signage must be attractive and displayed in a professional manner. Perth City Market may remove any material which in their opinion does not enhance the overall appearance of the Market.
- Tables must be covered with fabric that reaches the ground on all sides.
- Lighting and display props to enhance your stall are highly encouraged.
- Stallholders are required to supply all necessary display equipment for their stall. Perth City Market does not hire out or provide equipment (excluding chairs & tables to Casual Stallholders).
- Use all your creativity and retail merchandising skills to ensure your stall is the best looking!

11

MARKET INFO

4.PROMOTION

Perth City Market reserves the right to advertise or promote all Stallholders in connection with Perth City Market, and Stallholders consent to Perth City Market taking and using photos which may contain images of Stallholders, their products or image. By supplying images of you, your stall or your products to Perth City Market you are confirming that the images are yours, or you have approved photographer's agreement for use of photography. If permission was not sought for the use of images, any fees or royalties for the use of the image will be paid for by the Stallholder who supplied the images.

5.FALSE FIRE ALARM FEE

In order to reduce the incidence of a false fire alarm attendance by the Fire Brigade, DEFS introduced a fee of \$900 for attending false fire alarms. DEFS charge an attendance fee after three false alarms. Should a Stallholder cause a false fire alarm attendance that incurs the \$900 DEFS fee, this bill will be passed on to the Stallholder deemed responsible.

6.FIRE & EMERGENCY ACCESS

The central passage within the Market is deemed a fire and emergency exit and no obstruction is permitted. A minimum 2m floor to ceiling egress must be fully maintained at all times. Any fines for non-compliance will be passed on to the offending person. Fire and emergency exits must be kept clear at all times.

7.TRADE WASTE

Stallholders are permitted to dispose of their trade waste in the designated bins marked "Perth City Market Stallholder Bins" only. These bins are accessible via the rear Staff area, up the stairs and into the rear laneway. Cardboard boxes must be flattened prior to disposal and clear of food scraps and plastic lining material prior to being placed in the approved recycling bin. Please keep the bin area tidy and use it responsibly as we share it with the adjacent tenants.

8.NOISE

Stallholders must not use any musical instrument, radio, television, public address system or other device or engage in spruiking. All noise generated from your stall must be kept to a minimum such that noise levels from your stall do not adversely affect or interfere with the adjacent stalls or tenancies. Stallholders are strictly not permitted to play music from their stalls.

9.STAFF TOILETS

There are two UAT Staff toilets on site. Please note that in the interests of your safety these toilets are **STRICTLY** not available to the public or customers in the Market. Only Stallholders and their staff members are permitted to access the staff area and toilets.

10.STORAGE

There is no storage available at the Market. Stallholder must keep their items contained within their stall boundaries. No area of the Market Premises is to be used for storage including but not limited to the staff area, toilets, change rooms, laneway, or any area of the Market. Any items found breaching this clause will be removed immediately.

12

TRADING INFO

1. TRADING AND BUMP-IN/OUT TIMES

Casual stallholders are allocated 1 hour to setup and 1 hour to pack down. Stallholders must be ready to trade by the Market trading time.

DAY	TRADING TIMES	BUMP-IN	BUMP-OUT
THURSDAY	10AM - 5.30PM	9AM - 10AM	5.30PM - 6.30PM
FRIDAY	10AM - 7PM	9AM - 10AM	7PM - 8PM
SATURDAY	10AM - 5PM	9AM - 10AM	5PM - 6PM
SUNDAY	11AM - 5PM	10AM - 11AM	5PM - 6PM

2. GENERAL INFO - BUMP-IN/OUT

- **Loading Dock** - If you have a simple light setup, you can use your own trolley to transport stock from one of the City of Perth car parks (P16). Alternatively, **preregistered** vehicles are permitted to access the Forrest Place Loading Dock. Stallholders can access the Loading Dock information via the link in their order confirmation email. Stallholders must email their vehicle registration number to **info@perthcitymarket.com.au** no less than **5 business days** prior to their booking date. Stallholders will receive an infringement from City of Perth if they access the dock with an unregistered vehicle.
- **Trolleys** - Limited City of Perth trolleys are available at the Loading Dock. Please be considerate of other tenants by returning trolleys back to the loading dock immediately after you have unloaded your stock at the Market. All yellow City of Perth trolleys must be removed from the market during trading times and must not enter the market while customers are present, this is **STRICTLY** a safety requirement.
- **Parking** - There is no parking at the Market. Please refer to *Page 16* for a map of parking options.
- **Stall Allocation** - Casual stalls are located at the rear of the market and positions are allocated by Market Staff upon arrival.
- **Locking up & Market Security** - Stallholders are not to pack down their stall set-up until the Market closing time. At the end of trade the Market door will be locked. All stock and equipment left on site is at the Stallholder's risk and Perth City Market accepts no responsibility in this regard. We advise that you take your valuables with you each night.
- **Contact** - Please contact our Market Manager by emailing info@perthcitymarket.com.au. Please allow 3 working days for a response.

13

BOOKING POLICY

1.CANCELLATIONS & NO-SHOW POLICY

All Fees are strictly non-refundable. Casual Stallholders who cancel their booking in writing 7 business days prior to their booking, may choose to transfer their booking and pre-paid fee to a different available day by emailing the Market Manager. No-shows will forfeit their pre-paid fee and will not have their booking transferred.

Permanent Stallholders must provide 2 weeks written notice to Perth City Market should they elect to vacate the Market.

2.BOOKING FEES & DISCOUNTS

Fees are charged per stall on a daily basis and are exclusive of GST. Fees must be paid at the time of booking and do not provide insurance.

Bookings CANNOT be transferred, sublet, franchised or sold to any other person and cannot be shared without written approval from Perth City Market.

Casual stallholder fees are detailed on Page 6. Please contact Perth City Market for information on permanent stallholder fees. Fees may be amended at the discretion of Perth City Market at any time.

3.COVID-19 POLICY

In the event Perth City Market is not permitted to trade due to a Pandemic, Perth City Market will inform Stallholders via e-mail with as much notice as possible. Stall fees will be transferred to an alternative date of the Stallholders choosing, pending Market availability.

All Stallholders are to be responsible for their businesses COVID Safe measures including developing and applying their own COVID Safe plan for their business operation or operate under a relevant industry plan.

14

CONDUCT & BREACHES

1. STANDARD OF BEHAVIOUR

- Stallholders must be respectful and considerate of their neighboring Stallholders, their spaces and any shared areas. This is not only to ensure the safety of Stallholders and patrons, but to maintain a courteous and friendly environment for all.
- Stallholders must not at any time insult or intimidate anyone including other Stallholders, patrons, visitors and Market Staff. No Stallholder shall behave in an inappropriate manner or use language that is foul, threatening or abusive towards any other person. Failure to comply may result in the immediate closure of your stall and you will be prohibited from trading at the Market indefinitely with the forfeit of any Fees paid by the Stallholder.
- Stallholders must not engage in any conduct which is disruptive or inconsistent with the purpose of Perth City Market. This includes but is not limited to online bullying, engaging in false claims in online reviews or slander of Perth City Market, our Stallholders, our venue or our Staff. Stallholder behaviour should reflect our values and not affect the integrity of Perth City Market. Stallholders should contribute positively to the reputation of the Market through ethical and professional behaviour.
- All Permanent Stallholders are subject to a four week trial period. Permanency is subject to Management discretion and may be reviewed or terminated by Market Management at any time.
- Alcohol and drug consumption are strictly prohibited by all Stallholders for the duration of the Market. No smoking is permitted by Stallholders within their stall and the Market premises. This includes both internal and external areas of the Premises.
- Conflict will not be tolerated between Stallholders, patrons, or approved contractors, and under no circumstances will Market Staff engage in Stallholder conflict or business transaction disputes. Verbal abuse and/or physical abuse will not be tolerated under any circumstances.
- All instructions and requests made by Market Staff to Stallholders must be complied with at all times.
- Any breach of these Terms and Conditions by a Stallholder may result in Market Management instructing the Stallholder to vacate the Market Premises immediately with the forfeit of any Stall Fees paid by the Stallholder

15

LIABILITY

1. LIMITATION OF LIABILITY

- All Stallholders enter and use the Market premises entirely at their own risk, including concerning the security of their fittings, equipment, stock, displays, promotional material and signage.
- While all care is given where possible, Perth City Market is indemnified from any theft, loss or damages to persons, money or goods as a result of participating in the Market.
- Perth City Market is not liable for any damage, loss or harm to Stallholders or anyone working with Stallholders may encounter as a result of participation in the Market, including physical, psychological and economic harm. Perth City Market is not responsible for any claims, actions, demands or suits that Stallholders may face as a result of their conduct.
- Where disputes occur between participating Stallholders, regarding any matter, including but not limited to the Intellectual Property rights of Stallholders, Perth City Market will not be directly involved under any circumstances. Stallholders risk immediate cancellation for engaging in disputes.
- Stallholders found in breach of any of the Terms and Conditions outlined within this document, risk exclusion from trading, determined at the discretion of Perth City Market Management.
- Perth City Market reserves the right to cancel any Market trading day up to 12 hours prior to its scheduled time. Stallholders will be informed via e-mail of the cancellation with as much notice as possible. If an event is cancelled by Perth City Market, Stallholders will be entitled to a full refund of their Fee for the cancelled event only.

Whilst every attempt has been made to ensure the information contained in this document is accurate at the time of publication, Perth City Market Pty Ltd does not accept any responsibility or liability for the accuracy of information contained within this document.

Once a Stallholder submits their application or reserves a stall with Perth City Market Pty Ltd, the Stallholder agrees to adhere to the Terms and Conditions as outlined in this document. We urge you to read through the Terms and Conditions carefully to ensure compliance and to prevent future disappointment or disputes.

Perth City Market reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of the Market following the posting of any changes constitutes acceptance of those changes.

16

PARKING & CCTV

1. PARKING

There is no parking at the Market, please see a recommended list of parking options within the Perth CBD below. For more information on parking options, please visit <https://www.cityofperthparking.com.au>



2. CCTV & POLICE ASSISTANCE

City of Perth operate a Citywatch Surveillance Centre, working closely with WA Police to help ensure a fast and effective response to emergency situations and to assist in the detection and prosecution of offenders. Citywatch operates 24 hours a day, 7 days a week, 365 days a year. It monitors over 600 cameras across the city centre, Northbridge, East Perth and key public spaces including Murray and Hay St Mall.

- For **emergencies** call 000.
- For **police attendance** call 131 444.
- If you require assistance for **safety issues or antisocial behaviour** contact Citywatch Surveillance Centre on (08) 9461 6611.

Please note the CCTV installed within the Perth City Market building is a separate system operated by Market Management, it is not monitored by Citywatch. Please contact Market Management in regard to Market CCTV footage.