



# STALL HOLDER SERVICE AGREEMENT

MADE on the \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year \_\_\_\_\_

BETWEEN: Concord Repatriation General Hospital, Hospital Rd Concord NSW 2139 “referred to as CRGH”

AND:

## INTRODUCTION

- A: CRGH owns and controls the sites made available to authorised stall holders involved in the Market Day on the Green. The goal for the year is for staff & visitors to have a variety of choice available.
- B: CRGH offers the sites on a regular or casual basis, to stallholders who wish to rent the sites on a week to week basis.
- C: CRGH owns and controls equipment hire of tables for the use of, and hire by, Stallholders.
- D: CRGH has an authorised officer to manage the operations of the Market Day on the Green and to oversee the implementation of this Agreement by each stallholder.
- E: The Stallholder wishing to rent a site from CRGH, shall acknowledge that he/she has read this agreement, and that as a signatory to this agreement, the stallholder is bound by the terms and conditions contained within.

## DEFINED TERMS

Market Manager –

Means the officer authorised by CRGH to implement and oversight the conditions of this agreement. This officer is the Director of the Marketing and Community Relations Department. This Manager may delegate this role in their absence.

Shall –

Within this agreement the term ‘shall’ means that the clause / statement / issue under consideration requires mandatory compliance.

Market Day –

Is the day of the week selected by CRGH when sites are made available for community businesses / groups to market and sell wares approved by CRGH. Market Day is currently held on Thursdays and may be cancelled at the hospital's discretion with appropriate notice provided to stall holders.

Sites –

Sites are the allocated and circumscribed locations for use by each stall holder. The stall holder is not conferred the right to a specific site and shall comply with all guidelines for use provided by the Market Manager and as required in the conditions of this agreement.

## OPERATIVE PROVISIONS

### 1) APPLICATION PROCESS

a) Any person who wishes to be considered for a site at Market Day on the Green shall first complete a Stallholder Application Form. Stallholder Application Forms are available from the Marketing and Community Relations Office at Concord Hospital on 9767 6038 or via email at:-

[melissa.puglisi@sswahs.nsw.gov.au](mailto:melissa.puglisi@sswahs.nsw.gov.au)

or via the CRGH website at:-

<http://www.slhd.nsw.gov.au./concord/>

b) Application for the Thursday Markets shall be at the discretion of the CRGH Market Manager.

c) Successful applicants will be placed on a waiting list to receive a site allocation. Such applications remain current for one calendar year from the date of approval. After that period, the application is considered to have lapsed. The applicant may reapply if he/she so desires.

### 2) TERM

This Agreement shall be operative from the date of applicant's approval or such further period as extended by CRGH at its discretion.

### 3) MARKET STAFF

a) All site applicants and market related enquiries, issues, disputes or complaints by Stallholders or persons applying to be Stallholders, shall, in the first instance, be directed to the Market Manager on 9767 6038 or 9767 8488 or by email at:- [melissa.puglisi@sswahs.nsw.gov.au](mailto:melissa.puglisi@sswahs.nsw.gov.au)

b) Where required by the Market Manager, or as provided for in this Agreement, any enquiries, issues, disputes or applications shall be in writing.

c) Where this document refers to the Market Manager it shall also apply to their appointed alternate CRGH employee or Volunteer, delegate.

### 4) ANNUAL REVIEW OF REGULAR STALLHOLDERS

a) All existing or new Regular Stallholders who have current liability and product insurance and all relevant food registrations shall be issued a copy of this Agreement and a new Regular Stallholder Registration Form.

b) All such Stallholders shall then review their current year's registration and complete the new form, and shall ensure that all the information contained in it is up to date and accurate. The registration shall include a product outline, as per Paragraph 6 of these Rules.

c) The Market staff shall review all written applications within 30 days of their receipt and advise the outcome of the application to the applicant in writing.

d) Stallholders who wish to seek a review of a registration decision of the Market Manager shall notify in writing with the heading 'Request for Review of Registration decision of Market Manager' within 14 days of receipt of such notice from the Market Manager. Such stallholders shall be entitled to a one month extension of regular status in order to have their request for review processed, provided that, if the registration is unresolved due to a product dispute, such products shall not be offered for sale or displayed on the stall during this time.

## **5) CASUAL STALLHOLDERS**

a) Casual Stallholders are rostered into vacant sites, if and when such positions become available. Placement of casual Stallholders shall be at the discretion of the Market Manager,

b) Casual Stallholders shall not commence trading until they have signed an acknowledgement that they have been satisfactorily inducted using the CRGH quick start induction package.

c) A Casual Stallholder may become a Regular Stallholder when a suitable site becomes available at the discretion of the Market Manager.

d) A Casual Stallholder may be allocated the same site for an extended period of time. This in no way confers a change in status to a Regular Stallholder.

e) For the avoidance of doubt, the Market Manager can, in his/her absolute discretion, refuse any Casual Stallholder any further attendance at the markets.

## **6) GOODS THAT MAY BE SOLD**

a) Only the goods described and authorised on the registration form shall be sold from the stall.

b) There is a strong preference for goods sold within the market to be principally made, manufactured or produced by the Stallholder. The Stallholder shall produce sufficient evidence to satisfy the Market Manager of these matters and his/her decision shall be final.

c) Exceptions may be approved by the Market Manager, in his/her sole discretion, on the grounds of meeting customer needs and/or the Stallholder's demonstrable and significant involvement in the design and/or manufacturing of the product. The onus of proof in all such instances shall be on the Stallholder.

d) Any material misstatement or deliberate concealment of fact regarding product origin, personal involvement in the design and/or manufacturing process or any part of the registration information, may result in immediate termination of this Agreement.

e) If any Stallholder wishes to significantly change their product during the term of this agreement, they shall apply in writing to the Market Manager on a Product Variance Form.

f) These criteria shall apply to a Stallholder whether operating on a regular or casual basis.

## **7) SITES**

- a) The occupation of a site by a Stallholder, regular or casual, shall confer no estate or interest in the land owned or controlled by CRGH. Site areas vary in size. No guarantee shall be given regarding the location, size, frontage or total area of a site allocation.
- b) Whilst all effort is made to ensure that regular Stallholders will receive their usual site allocation each week, CRGH reserve the right to re-allocate sites as necessary. With the exception of moving of sites necessary for unforeseen and/or emergency circumstances, the Market Manager will provide one month's written notice of a re- allocation.
- c) Stallholders shall ensure that all equipment used on, at, or for their site is safe and secure at all times. Umbrellas or other materials used to provide shelter or shade shall be safely secured to the site in the interests of public safety.
- d) Walkways and public areas shall be kept clear at all times. Stalls shall stay within site boundaries unless authorised in writing by the Market Manager. Any promotional material shall only be offered within site boundaries.
- e) Stalls shall, when erected, have a minimum clearance of 2.1 meters from the ground. Stallholders considering purchasing and/or changing their existing stall/and cover facilities shall consult the Market Manager before making any change.
- f) Sites shall be kept clear of litter and shall be left clean and tidy at the end of each market. Market rubbish bins shall not to be used for the disposal of Stallholder's packaging and/or preparation materials (e.g. cardboard boxes and food preparation scraps).
- g) Any dispute over the size, area, location of a boundary of a site or location of a stall within a site, shall be resolved at the sole discretion of the Market Manager.
- h) Stallholders shall acknowledge that CRGH has the right, in it sole discretion, to reduce or re-organise the number and location of sites and to decide what criteria shall be used and which sites shall be terminated. In the case of any termination of a site, CRGH shall wherever possible give the Stallholder not less than 2 months notice in writing of such termination.

## **8) ENTERTAINMENT**

All entertainment including musicians and bands shall be approved by the Market Manager and shall sign and be bound by the terms of the CRGH Entertainment Agreement prior to performing on the market grounds.

## **9) INSURANCES LICENCES AND REGISTRATIONS**

- a) Stallholders shall provide evidence of public and product manager liability insurance from an approved provider. The Market shall be supplied a copy of such insurance before annual status reviews can be approved. The policy shall cover public and product liability to the value of \$10,000.000. Insurance shall be kept current at all times. Failure to hold current insurance shall be a material breach of this Agreement which may lead to immediate termination of this Agreement.
- b) Stallholders shall ensure that their business practices and goods and services comply with all relevant product, safety, business and trade legislation.

c) Stallholders shall obtain any licenses and registrations required for the sale of their goods and display them as required. Registration and license certificates shall be available for inspection by the Market Manager at all times. If these certificates cannot be produced upon demand the Stallholder shall be suspended from trading until the necessary documentation is produced.

d) Stallholders applying to sell produce, food or food products shall meet local council food safety requirements.

e) Stallholders applying to sell second-hand goods shall possess a current dealer's license before their application will be considered and shall show proof if required to do so.

f) Any electrical equipment used at the market shall have current certification and/or an inspection tag. Electrical safety requirements for the Market are attached (Schedule 1)

## **10) LOSS AND DAMAGE CLAIMS**

a) CRGH shall not accept liability for any damages or costs whatsoever arising, either directly or indirectly, from products sold by Stallholders.

b) CRGH shall not accept liability for any injury, loss or damage whatsoever occasioned to, or suffered by, the Stallholder, their relief assistant and/or staff as a result of the use and occupation of the site in connection with any activity carried on at the site.

c) Stallholders, by signing this Agreement, shall indemnify CRGH in relation to all claims for damages or costs whatsoever arising from the provision to them of a site, or the sale by them of any product at that site, whether by the Stallholder or any person representing the stallholder or their product.

d) In the event of any action involving a Stallholder, their staff or their product, to which CRGH is joined as a party to the dispute and/or litigation, the CRGH and/or its insurers shall pursue the Stallholder issuing such litigation or dispute recovery process to recover all costs and expenses incurred by CRGH.

## **11) RENTALS AND OTHER FEES**

a) Rental fees can be paid by cash, cheque or credit card and shall include site fees, electrical and any hire fees.

b) All Stallholders who hire equipment from CRGH shall undertake to maintain the equipment in good condition.

c) CRGH shall provide a minimum of one month's written notice of any general increase in rental or hire fees.

d) Rental fees paid on each market day shall be paid to the Market Manager at the Volunteer's office. Rental fees shall be paid on the day incurred. Late or part payments shall incur a late fee of a minimum of \$10.00. Repeated late or part payment may result in termination of this Agreement at the Market Manager's sole discretion.

e) Rental fees may be paid monthly in advance by cheque posted to CRGH at the Marketing and Community Relations Office, Building 8A, Concord Hospital, Hospital Rd Concord NSW 2139.

f) Fees apply for dishonoured cheques.

g) No claim of payment shall be accepted without an official receipt.

h) Stallholders shall pay the fee for electrical supply as determined by the Market Manager, and the onus shall be on the stallholder to notify the office if they require power.

## **12) ATTENDANCE AND OCCUPATION OF SITES**

a) The signatory to the registration form shall be the designated Stallholder and as such, shall occupy the site at all times, except when the Stallholder is on authorised leave.

b) Stallholders shall be ready to trade by 0900hrs or as varied at the Market Manager's discretion. Pack up times shall be at 1430/1500 hours or as varied at the Market Manager's discretion. Vehicles shall not be brought into the market trading area proper except with the Market Manager's approval. All stallholders shall park in the main hospital car park located on Hospital Road.

c) If, for any reason, a Stallholder is unable to attend a market, he/she shall inform the Market Manager. For Thursday markets, the deadline for advising an absence shall be by 9am on the Wednesday preceding the market in question.

d) Absence without notice or late notice of non-attendance shall result in full rental and hire fees being charged.

e) Absence without notice for two consecutive markets may result in this Agreement being terminated and the Stallholder losing the right to have a stall.

f) Stallholders shall attend whether or not inclement weather conditions prevail. In the event of very inclement weather, the Market Manager shall make a determination as to whether the conditions are adverse enough to make attendance voluntary and shall so do as early as possible on the day in question.

g) Cancellation of the market may occur in extreme weather conditions where attendance by stallholders, staff and the public may put any party in danger. This decision shall be made by the Market Manager.

## **13) LEAVE PROVISIONS**

a) Leave refers to all absences from the market and shall include holidays, sickness and emergencies.

b) Leave (except for emergencies or sudden illness) shall be applied for in advance on a leave form. Leave forms are available from the Market Manager. All leave applications shall specify a return date. Any unauthorised leave may be treated as a breach of this Agreement and lead to termination of this agreement.

c) Stallholders may choose to either not operate their site for the leave period or their designated relief assistant may operate the site on their behalf. The relief assistant shall be bound by all terms of this Agreement.

## **14) CHANGE OF OWNERSHIP**

a) This Agreement shall not be transferable by a Stallholder. In the event of any proposed sale or transfer of operation of the Stallholder's business, the Stallholder shall apply in writing to the Market Manager providing all information he/she requires on the proposed assignee of the Stallholder's business.

b) The Market Manager shall inform the Stallholder of his/her decision in writing no later than 30 days after all relevant information has been supplied.

## **15) FOOD VENDORS**

- a) All food stalls shall have New South Wales State approval and display a current certificate of License and Registration.
- b) All food Stallholders shall have completed a food handler's course and shall be able to produce a certificate of competency, from a registered agency, upon request.
- c) All food Stallholders shall have current Public Liability Insurance and Product Liability Insurance.
- d) All electrical equipment shall have a current certified tag as per schedule 1.
- f) All gas bottles shall have an accompanying certificate.
- g) All stalls using any type of cooling facility shall have a working thermometer.
- h) All stalls using any type of heating facility shall have an appropriate safety barrier
- i) All food stallholders shall keep their sites tidy and sanitary during operation and the site shall be in keeping with the general visual appearance and appeal of the market at the Market Manager's discretion.
- j) Drop sheets/flooring need to be used for stalls cooking on site and all rubbish shall be removed from the site before leaving the market.
- k) All foods including beverages, shall be prepared, displayed, served and stored in a manner that shall protect them from contamination and spoilage.
- l) All cooked food and ready to eat food shall not be touched with bare hands. Raw food and cooked food shall be separated at all times.
- m) When providing taste testing samples of food products, the Stallholder shall:
  - provide singles serves of the product
  - use disposable cups, spoons and toothpicks
  - not let samples become contaminated
  - supervise the samples to ensure that customers do not contaminate by re-dipping spoons or other items
  - use tongs and gloves when handling samples
  - display signage adjacent to the taste testing stating "No double dipping, single service only"
- n) Everyone involved in the cooking and serving process shall be suitably attired in clean protective clothing.

## **16) PARKING**

- a) Stallholder's vehicles shall leave the market grounds by 08:00am on Thursdays. Stallholder's vehicles shall not be brought into the market trading area until 15:00hrs except with the approval of the Market Manager.
- b) Stallholders shall not unpack their goods or set up displays until their vehicle is removed from the market grounds to a parking area. (Hospital Rd Car-Park)
- c) All stallholders are required to pay for parking in the Hospital Rd Car Park. Stallholders will be charged a flat rate and their parking ticket validated upon payment of stallholder fee.

**17) GENERAL MARKET CONDUCT**

- a) Within the market, or in any circumstance connected to the market, no Stallholder shall behave in an improper manner, or use language, that is foul, threatening, or abusive towards any other person.
- b) No Stallholder shall refuse, neglect or fail to comply with any reasonable directive from the Market Manager.
- c) Amplified sound systems shall be authorised, and will be monitored for appropriate sound levels, by the Market Manager.
- d) No dogs, excepting guide/aid dogs shall be permitted on the market grounds. Only the Market Manager may make exceptions to this rule.
- e) Wheelchair access ramps shall be kept clear at all times.
- f) All NSW Health facilities are designated non-smoking areas. All Stallholders shall comply with the non - smoking policy on the property of CRGH.
- g) Stallholders shall not damage or alter gardens or landscaping on market grounds.
- h) Stallholders shall proceed to designated assembly areas in response to emergency announcements.

**18) BREACHES AND REVIEWS**

- a) Market staff shall monitor stallholder compliance with this agreement. In the event of a breach of this Agreement, which has not been remedied after 14 days written notice, the Market Manager may at his/her discretion, impose a penalty or give notice that this Agreement is terminated, whether immediately or otherwise.
- b) The Stallholder shall have the right to request a review of the Market Manager’s decision, by applying in writing with the heading “ Request for Review of Breaches decision by Market Manager” and supplying full details of their reasons for disputing the decision.

**EXECUTED AS AN AGREEMENT**

\_\_\_\_\_  
General Manager  
Concord Repatriation General Hospital

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
Position  
Concord Repatriation General Hospital

\_\_\_\_\_  
Date



Witness

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Name  
Stallholder

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Date

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Name  
Witness

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Date

## SCHEDULE 1

### **ELECTRICAL SAFETY POLICY**

All electrical equipment shall be tagged by an appropriately qualified electrician & maintained in good condition at all times.

Test intervals shall be dictated by CRGH but will be between 3, 6 and 12 months depending on the equipment. If testing and tagging is required this shall be performed by a qualified electrician. Tags shall be affixed on the electrical cord within 150mm of the plug, and a record kept by the stallholder.

Piggy-back plus and double adaptors shall be prohibited. Only power boards provided with an overload cut-out switch shall be used. When replacing or repairing electrical cords, clear plus are preferable to opaque plugs.

Risk assessments shall be undertaken where interpretation of the Regulations or Association policy is required.

A durable non-metallic tag shall be fitted to compliant equipment, or the tag shall be fitted to the cable where the cable is fixed to the equipment. The tag shall show the tester's name and the date of test.

All equipment shall be inspected, tested and tagged before commissioning for use on CRGH grounds.