



## Application and Agreement to Trade at Mount Claremont Farmers' Market Saturdays, 7.30am - 11.30am

The philosophy of Mount Claremont Farmers' Market ("Market") is to provide consumers with seasonal, fresh and local produce direct from growers. The Market brings together the grower and the consumer, offering a more direct "paddock-to-plate" process than otherwise available from commercial retailers. Quality, diversity, freshness and stallholder commitment and pride are important to us.

All prospective stallholders are required to submit an Application to Trade at the Market. Please complete and return this form to the Market Coordinator via email or post at the address shown below. The following documents must accompany or follow-up your application:

**a) Current Certificate of Insurance.** All stallholders must have current public and product liability insurance to trade at the Market. The minimum requirement is \$10 million and stallholders must ensure their policy remains current whilst trading. For existing Farm Insurance policies, the following statement (or similar) must be included under the Liability section: "Liability is extended to cover farmers markets for retail/wholesale of food and wares made by the insured for the public."

**b) Verification of Food Business Notification (Permit to Trade) from the City of Nedlands.** All stallholders selling food must seek written approval from the City of Nedlands prior to commencing trading. Visit <https://nedlands.wa.gov.au/mount-claremont-farmers-market-0>.

**This Application to Trade and all supporting documentation will be provided to the Management Committee for its consideration. You will be advised of the Committee's decision in writing.**

### Section 1 – Stallholder Contact Details

Trading Name: .....

Business Name: ..... ABN: .....

First Name: ..... Surname: .....

Mobile: ..... Email address: .....

Website/social media link: .....

Billing address: .....

Address of farm/business location: .....

### Section 2 – Stall Requirements

- Standard 3x3m \$50/week + GST       Medium-size 4.5x3m \$70/week + GST
- Double 6x3m \$100/week + GST       Other size: .....
- Add-on:** Access to power \$5/week + GST

Do you have any special requirements (such as vehicle access to the stall site)? Yes / No

If Yes, provide details: .....

.....

**Section 3 – Attendance**

One-off    Weekly    Fortnightly    Monthly    Seasonal    Occasional

List dates if Seasonal/Occasional: .....

.....

.....

Date you wish to commence trading: Saturday ...../...../.....

**Section 4 – Produce/Wares**

Please list the full range of produce/wares you intend to sell at the Market, including their origin and whether you are the direct producer. If possible, please provide photos of your produce and stall presentation.

Produce/Wares	Origin	Producer
.....	.....	Yes / No
.....	.....	Yes / No
.....	.....	Yes / No
.....	.....	Yes / No
.....	.....	Yes / No
.....	.....	Yes / No
.....	.....	Yes / No
.....	.....	Yes / No
.....	.....	Yes / No
.....	.....	Yes / No

**Section 5 – Stallholder obligations**

**Market Charter:** The Charter governs the nature, purpose and operations of the Market. Stallholders must fully comply with the Charter. Many of the following stallholder obligations are part of the Charter.

**Insurance:** Stallholders must provide proof to the Management Committee of current public and product liability insurance within 7 days of renewal and otherwise immediately on request.

**Food Safety:** Stallholders providing food must comply with the Australia New Zealand Food Standards Code and any other relevant standards or regulations.

**Approved produce only:** Stallholders are only permitted to sell produce that has been approved by the Management Committee in accordance with the terms of this Agreement. Any proposed variation to the produce to be sold, including any variation to the origin of the produce or the producer, must be the subject of a Variation Request to the Management Committee. Any variation to the terms of this Agreement must be approved by the Management Committee prior to the produce being sold.

**Stall set-up and pack-up:** Stallholders may commence setting up from 6.00am on Market day. If a stallholder will be late, the Market Coordinator must be notified in case the setting up of equipment poses a safety risk to patrons. Stallholders must remain for the duration of the Market. If a stallholder is required to leave early for good reason, prior notification must be provided to the Market Coordinator.

**Attendance:** Stallholders must advise the Market Coordinator as soon as possible and otherwise within three business days prior to Market day if they cannot attend.

**Customer interaction:** Stallholders and their assistants are required to maintain the highest standards of stall/product presentation and customer service and relations.

**Electrical appliances:** Stallholders with electrical appliances must ensure that every appliance is checked by a qualified electrician at least once every 12 months and is labelled accordingly.

**Market equipment:** Stallholders are required to bring all their own equipment, such as marquees, anchor weights and tables. Stallholder equipment may be stored on-site in the Market shed at the stallholder's own risk.

**Signage:** Stallholder trading names must always be clearly displayed. Biodynamic and organic labelling may only appear on signage and packaging if the product is certified with a recognised body within Australia and a copy of the Certification is provided to the Management Committee. The use of terms such as 'chemical free' require proof of claim.

**Stall maintenance and waste disposal:** Stallholders are responsible for keeping their stall site and surrounding area clean and tidy and ensuring that the site is free from refuse after pack-up. Skip bins may be available on-site for waste disposal, however, if these bins are inaccessible stallholders must remove and dispose of their waste elsewhere.

**Environmental considerations:** Stallholders are not permitted to provide customers with single-use plastic carry bags. The Market actively promotes the 'BYO bag' policy. The Market also actively encourages the use of environmentally friendly packaging and utensils.

**No smoking policy:** Please note, there is strictly NO smoking permitted on the premises of Mount Claremont Primary School, including the Market site.

## Section 6 – Agreement

As a Stallholder at Mount Claremont Farmers' Market, I agree to:

- Abide by my obligations under this Agreement, and
- Allow any representative of the Market to visit my farm/business location to verify compliance with the Charter and this Agreement.

I understand that, in accordance with the Charter, the Management Committee reserves the right to change my stall location or cancel my right to trade.

The Market, the Mount Claremont Primary School Parents and Citizens Association, the Department of Education of Western Australia and their directors, employees, servants or agents or any other person will not be under any liability in tort or contract or otherwise (including but not limited to acts of negligence, breach of duty, default and/or admissions) for any loss of income or damage by any stallholder as a result of any stallholder participating in the Market in any way and for any loss of life and/or personal injury to any person and/or damage to any property (whatsoever occurring) arising from or out of any accident, occurrence or event at the Market, Mount Claremont Primary School, 103 Alfred Road, Mount Claremont, Western Australia.

**I have read and agree to comply with the above conditions whilst trading at the Market.**

Signature: ..... Print Name: ..... Date: ...../...../.....

Signature: ..... Print Name: ..... Date: ...../...../.....

**Enquiries: Market Coordinator (Lorna Bunney) 0411 895 101**

Please scan and email this application to: [mtclaremontfarmersmarket@gmail.com](mailto:mtclaremontfarmersmarket@gmail.com)

By mail: Farmers' Market Coordinator  
Mount Claremont Primary School  
103 Alfred Road  
Mount Claremont WA 6010