

CHARLESTON HILL MARKET

CONDITIONS OF TRADING – Rev 1.0

The purpose of the **CHARLESTON HILL MARKET** is to encourage entrepreneurship amongst the residents of Charleston Hill, to provide a vehicle to showcase their skills and goods while at the same time enhancing their income by selling or bartering goods directly to the public. The Market supports vendors who are responsible stewards of the land and the environment in which we live. This Charleston Hill Market is owned and managed by the **CHAG COMMUNITY INITIATIVE** (hereafter referred to as the OWNER) on a non-profit basis.

1. **Venue:** The Venue is known as Erf 5185, the triangular-shaped open space and play park situated in Mont Vue Avenue, between Hilaris Street and Richmond Avenue.
2. **Trading Hours:** The Charleston Hill Market will initially trade on Saturdays and certain Public Holidays, weather permitting. Vendors may start setting up their stalls from 07:00 to be ready to trade from 08:00 till 13:00.
3. **Trading Area:** Each trading plot measures *approximately 4m x 4m* with a 1,5m gap between plots to comply with Covid 19 Regulations. All equipment must be set up within the boundaries of each plot. All stalls need to be attractive and kept neat at all times.
4. **Equipment:** Vendors may preferably use a Gazebo or a suitable structure that must be scrutinised and approved by the Market Management. Power generators will not be allowed. Those using open flames must have an approved fire extinguisher of not less than 2.5kg readily on hand.
5. **Allowable sale items:**
 - a. Clothing & Accessories
 - b. Food and non alcoholic drinks
 - c. Artefacts, bric-a-brac, household items
 - d. Ornamental items, souvenirs
 - e. Handicrafts and home-made items
 - f. Gardening items, plants, systems, compost etc
 - g. Books and Magazines
 - h. Arts & Crafts
 - i. Home decorating & improvement
 - j. DIY crafts, systems, tools
 - k. Holistic/Natural health products
 - l. Artisanal sweets & delicacies
 - m. Artisanal Breads, cheese, preserves
 - n. *Cosmetics and related products*

Designated items may include items fitting the categories as listed above unless otherwise permitted in writing by the Market Management. The sale of flea market-type items, fake goods, alcohol, tobacco, drugs, other prohibited and unacceptable items are strictly forbidden. Market Management reserves the right to determine what items are not acceptable to be sold at the Market.

6. **Food safety:**
 - a. Food vendors must have a receptacle with clean water, liquid soap and towels for washing and drying hands.
 - b. All foods and edibles must be packed in a sanitized clear plastic bag or displayed in a transparent receptacle covered with a transparent lid.
 - c. Vendors offering tasting samples must know and comply with all municipal and national health regulations.
 - d. Samples will be handled properly e.g. on a covered tray, served with toothpicks or using other appropriate and sanitary serving techniques.
 - e. Vendors must provide a waste bin.
 - f. Vendors who offer food to eat on the premises are encouraged to bring their own tables and

chairs for clients to sit.

- g. All staff preparing and handling food must wear hair covering, rubber or plastic gloves and an apron.

7. Covid-19 Safety Protocols

- a. All stallholders and staff to wear proper masks covering nose and mouth as well as a transparent face shield.
- b. Vendors and Staff must at all times keep a 1,5m minimum distance from clients and ensure that clients maintain the 1,5m mandatory distance from each other.
- c. Vendors and Staff are not to deal with anybody not wearing a mask covering the nose and mouth.
- d. Vendors must each have a bottle of liquid hand sanitiser with an alcohol content of not less than 69% and clients hands to be sanitized before touching anything on the tables.
- e. Before setting up for the day, all tables, sale items and receptacles to be sanitized with bleach/water solution (10ml bleach to 1 litre of water).
- f. A gap of 1,5m wide must always be maintained between stalls and must be kept clear at all times. The front and rear ends may be closed off to prevent unauthorised public ingress.

8. General Safety:

- a. The Vendor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety *of goods* or protection of persons or property located on or near the Market Area and in or around the Stall.
- b. The Vendor shall take all reasonable precautions for the safety of its employees and all customers and visitors shopping in the Market Area and around its Stall.
- c. The Vendor shall comply and cause its employees and assistants to comply with any reasonable rules and regulations established by the Owner, including but not limited to the Conditions of Trading.
- d. All Vendors must be 18 years of age or older.
- e. Vendors who bring children to the market must keep the children in the confines of their stall. If the children are disruptive to the Market's vendors and/or customers, Vendors may be asked not to bring their children in future.
- f. For health and safety reasons, Vendors may not bring pets to the Market.
- g. Always be on the lookout for criminals and report suspicious persons and acts to the Security or Management immediately.
- h. Always be alert. Do not become distracted. In the event of a robbery, raise alarm immediately and loudly.
- i. Avoid taking cash. The use of the (R299) YOCO card machine (www.yoco.com) is encouraged.
- j. The entire Trading Area is deemed as smoke and alcohol-free.
- k. Each Vendor will be issued with a security tag which will be valid for that particular day of trading only. The tag must be worn and be visible at all times and handed back at the end of the trading day.

Clean-up

- a. Each Vendor shall be responsible for the final clean up of the Stall, including the public area in front and surrounds and the complete removal of all equipment and merchandise by no later than 14:00 on each Market day.
- b. All Vendors are responsible for collecting and removal of their garbage.
- c. No vehicles will be allowed to enter or exit the Market during official Market selling hours unless special permission is granted and the Vendor is escorted by Market Management.
- d. The Market Management reserves the right to limit vendors with certain products until an appropriate space is available.

10. Fees:

- a. The Vendor is to pay a fee of R75 upon submission of the Application Form. Thereafter a rental fee of R75 is payable a week in advance for each marketing day.
- b. Failure to pay in advance will be regarded as the Vendor not planning to trade on the next trading day.
- c. Should inclement weather or other circumstances prevent trading, the fee will be held in abeyance for the next trading day.
- d. All fees must be paid in cash to the Treasurer or by EFT into the banking account of the Owner.
- e. An EFT payment will be deemed as paid only once Proof of Payment is presented or when the amount is reflected in the banking account of the Owner.
- f. Vendors' preferred location(s) will be honoured on a first-come basis as individual Vendor payments are received.
- g. The Owner may in time revise the amounts payable, in which case at least one month's notice will be given to Vendors.
- h. There will be no refunds unless the Market Management is unable to provide a plot.
- i. Vendors who fail to set up in a pre-paid stall by 09:00 a.m. on any trading day may forfeit that stall along with any fee paid in advance. The Market Management then has the right to reassign the plot to another vendor.
- j. The Vendor may not allow others to use the Stall without prior written consent from the Market Management.
- k. Only one stall per household will be allowed to operate on one plot.

11. Assignment.

Market Management may reassign space in the Market Area as it deems necessary and in its sole discretion, provided that Vendor is given a space of equal area for which Vendor paid for, in advance.

12. Indemnification:

- a. Vendor shall defend, indemnify and hold Owner, any parents, affiliates, principals, agents and employees of either and both, and any other owners harmless from and against any and all claims whatsoever arriving in any way out of Vendor's acts or omissions in, on and about the Market Area and the activities therein.
- b. The Owner may change or alter the Conditions to Trade as it deems necessary or appropriate for the overall good of the Event and should inform all Vendors accordingly.

13. Membership:

Registered Vendors will automatically become Ordinary Members of the CHAG COMMUNITY INITIATIVE and will be eligible to attend and vote at its General Meetings.

14. Termination:

The Agreement between the Owner and the Vendor shall automatically terminate if the Vendor does not timely pay the Fee or fails to fully comply with any of the terms of this Conditions of Trading. In addition, the Owner shall have the right to terminate this Agreement upon three (3) days written notice to the Vendor if the Owner receives five (5) or more complaints about a Vendor's product, performance or conduct during the term.

NOTE:

Please be mindful that the CHAG COMMUNITY INITIATIVE is an organisation for non-profit. We would need assistance and cooperation from all to provide beneficial and appreciable services to our Charleston Hill community and later to the greater community of Paarl.