



# **GISBORNE OLDE TIME MARKET**

## **MARKET RULES AND REGULATIONS**

### **INTRODUCTION**

- a) The Gisborne Olde Time Market is predominantly a food, plant, art and craft market with goods being sold by the makers or growers of these goods. The sale of other items at the market is at the discretion of the Organising Committee (Market Management) and their decision is final.
- b) The Gisborne Olde Time Market is organised by THE GREAT ASSOCIATION INC. (Gisborne Region, Events, Activities and Tourism). GREAT is authorized by the Macedon Ranges Shire to occupy this area under strict conditions. Please note that **no** cars are to park on or be driven on any grassed areas under any circumstances. Any breach of these requirements by any stallholder puts at risk the future of the Gisborne Olde Time Market and their attendance at future markets.
- c) The Committee regulates the market to best serve the safety and interests of the community, the future of our parklands and heritage trees, visitors to our town, and the stallholders. So please respect and abide by all of these rules. Failure to do so by any stallholder may result in their exclusion from the market permanently.
- d) The Market Manager of the Gisborne Olde Time Market is Frosa Katsis who can be contacted by:
  - Phone on 0431 563 566 between 9.00 am and 9.00 pm or on market days only from 6.30 am. If Frosa is not available, please leave a short and clear message and she will return your call at her earliest convenience.
  - Email: [info@gisborneoldetimemarket.org.au](mailto:info@gisborneoldetimemarket.org.au)
  - The GREAT Association Inc.  
P. O. Box 9  
Gisborne Victoria 3437  
[www.gisborneoldetimemarket.org.au](http://www.gisborneoldetimemarket.org.au)

### **RULES AND REGULATIONS SUMMARY**

#### **General Rules**

Application for site; Goods that may be sold; Trading times; Payments & other fees; Casual rates; Attendance; Non-attendance.

**Rules 1-7**

#### **Arrival and Departure, Stall Set Up, Traffic Management**

Arrival & departure times; Stall set up and equipment; Traffic management & vehicle entry.

**Rules 8-10**

#### **Rules for Insurance, Licences and Registration, Food, Power and Gas**

Insurance, licences and registration; Food stalls; Electricity & gas bottle installations

**Rules 11-13**

#### **Conduct and Responsibilities**

Waste & rubbish; Code of conduct & responsibilities

**Rules 14-15**

## **1. APPLICATION PROCESS**

- 1.1. Any person who wishes to be considered for a stall at the Gisborne Olde Time Market must first complete an Application Form. These are available on the website. [www.gisborneoldetimemarket.org.au](http://www.gisborneoldetimemarket.org.au) or at the market office on market days.
- 1.2. All applications are to include a full description of the intended products or services to be offered and the applicant's involvement in the creation of these products/services. Images of products are to be included if possible.
- 1.3. Acceptance and non acceptance of applications will be at the discretion of Market Management and will be based on the information given by the applicant on their application, meeting the approved product criteria, quality, product mix and regulatory certificate requirements.
- 1.4. Market Management reserve the right to reject applications and not enter into any correspondence or otherwise explain the reasons for their decision. All decisions are final.

## **2. MARKET GOODS THAT MAY BE SOLD**

- 2.1. Stallholders may sell only those items that have been sanctioned by the Market Management. You will be asked to remove items if they have not received approval. Failure to comply with these rules may result in withdrawal of our agreement for you to trade at the Gisborne Olde Time Market.
- 2.2. Goods sold within the market must be principally made, manufactured, or produced by the stallholder. The stallholder must produce sufficient evidence to satisfy the Market Management of these matters and their decision shall be final.
- 2.3. Exceptions to rule 2.2 may be approved by the Market Management from time to time.
- 2.4. Any material false statement or deliberate concealment of fact regarding any part of this agreement may result in the immediate termination of this agreement.
- 2.5. These criteria apply equally to casual as well as permanent stallholders.
- 2.6. Raffle tickets may only be sold by members of community groups, who have received permission from the Market Management.

## **3. MARKET TRADING TIMES**

- 3.1. The Gisborne Olde Time Market operates on the first Sunday of each month of the year between 9.00 am and 2.00 pm.
- 3.2. Stalls are numbered along the Service Roads of Aitken and Hamilton Streets, along the path in Howey Reserve Gisborne, and other areas as appropriate.
- 3.3. All stallholders may begin setting up their stalls from 6.30 am but are to have all vehicles removed from the market area by 8.15 am and be ready to trade by 9.00 am.

## **4. PAYMENTS AND OTHER FEES**

- 4.1. Stall fees for permanent stallholders are \$25.00 per single site (with own insurance) and are payable at least **ONE MONTH** in advance.
- 4.2. If you are participating in the group insurance offered by The GREAT Association, the cost per single permanent market stall is \$35.00, payable **ONE MONTH** in advance.
- 4.3. Payments for multiple markets of 4, 8 or 12 months may be made with discounts as incentives.
- 4.4. As of June 2010, payments are to be made via direct deposit, by cheque, money order or by credit card through our Paypal Account via the market website.
- 4.5. Cash payments may be made only by special agreement with the Market Management at the Market office prior to 9.00 am on market day, for the following and subsequent markets.

## **5. CASUAL STALLHOLDERS**

- 5.1. Casual Stallholders are placed into vacant sites at the discretion of the Market Management.
- 5.2. Casual Stallholders are to be charged at the casual stallholder rate of \$50 for a standard market site (assuming own insurance) payable **ONE MONTH** in advance.
- 5.3. If you are participating in the group insurance offered by The GREAT Association, the cost per single casual market stall is \$60.00, payable **ONE MONTH** in advance.
- 5.4. After continued attendance of 3 consecutive markets a casual stallholder may become a permanent stallholder when a suitable site becomes available at the discretion of the Market Management. Refer to **Rule 4** for fees for a permanent stallholder.
- 5.5. Market Management may at any time and at their absolute discretion refuse any casual stallholder any further attendance at the market.

## **6. ATTENDANCE**

- 6.1. Markets will operate in all weather conditions and stallholders are expected to attend markets regardless of weather conditions.
- 6.2. Market Management will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.
- 6.3. No refunds or credits will be given for any cancellation of markets due to very inclement weather or stallholder non attendance.

## **7. NON ATTENDANCE**

- 7.1. Stallholders must confirm their market bookings by paying **ONE MONTH** in advance. If for any reason a stallholder is unable to attend that paid up market, he/she must notify the Market Manager as quickly as possible. The stallholder will forfeit that month's fee unless the Market Management decide otherwise in the light of special circumstances.
- 7.2. If a stallholder wishes to miss a market, then payment is expected for the next market they wish to attend.
- 7.3. Stallholders must attend or pay for a minimum of 8 markets per year to retain their permanent site. This requirement may be varied at the discretion of the Market Management.
- 7.4. Stallholders who do not attend June to September markets, are expected to make their payment for October at or before the May market. If we do not receive payment, then a site may not be available for you.
- 7.5. Stallholders who are absent without notice for 2 markets per year may result in the Stallholder losing the right to have a stall and the site given to another stallholder. Any monies paid will not be refunded.

## **8. STALLHOLDER ARRIVAL AND DEPARTURE TIMES**

- 8.1. Vehicles may enter the market area between 6.30 am and 8.00 am in order to unload goods.
- 8.2. All vehicles must be removed from the market area as quickly as possible and before commencing to set up stalls.
- 8.3. No vehicle will be permitted to enter the market area after 8.00 am and all vehicles must leave the market area by 8.15 am.
- 8.4. Any stallholder arriving after 8.00 am, will have to carry all their items into the market area.
- 8.5. All stallholders must remain on their site and trade until market finishing time at 2.00 pm.
- 8.6. No vehicle can enter the market area to load up until after 2.10 pm.
- 8.7. Stalls should be packed up first before bringing vehicles into the market area.

## **9. STALL SET UP AND EQUIPMENT**

- 9.1. Allocation of sites is at the discretion of the Market Management.
- 9.2. All effort will be made to ensure regular (Permanent) stallholders receive their usual site allocation each month. The Market Management reserve the right to reallocate sites as necessary.
- 9.3. All stallholders are expected to comply with the rules and follow directions at all times, act in a non-disruptive and non-aggressive manner and be respectful of fellow stallholders, Market Management and customers.
- 9.4. Stallholders must provide their own equipment e.g. tents, tables, chairs, racks, signage etc. Stalls are to be presented in a neat and tidy fashion, with no ripped or worn cloth visible to the public.
- 9.5. Stallholders must confine their displays and advertising signs to the stall site area and keep all walkways and public areas clear for patrons at all times.
- 9.6. Tents and covers must be secured or weighted down at all times. Tent pegs and ropes must not extend into pathways.
- 9.7. Sites must be kept clear of litter and must be left clean at the end of each market. Market rubbish bins are not to be used by stallholders for the disposal of packaging and /or preparation materials such as food scraps and cardboard boxes.
- 9.8. All equipment must be in good repair, be operated in a safe, responsible manner and conform to any General OH&S requirements published by Worksafe Victoria, and any compliance standards pertaining to the handling and use of their equipment.

## **10. TRAFFIC MANAGEMENT AND VEHICLE ENTRY**

- 10.1. Please be reminded that the Service Roads are one -way traffic only and stallholders must comply with this ruling. You may access your site only before the barricades are put up, but must not drive your vehicle in the wrong direction at any time.
- 10.2. The Market Management, wearing yellow vests will be available to manage the traffic from 6.30 am on market day. All drivers and stallholders must acknowledge their authority and follow their directives.
- 10.3. To reduce traffic congestion and improve access to stall sites, the following entry points to the market have been designated.

### **10.3.1. SITES 7 - 22 AND SITES 200 - 224**

Enter from the north end of the market from Aitken Street, drive around the oval and enter the market via the memorial gates near the toilet block.

### **10.3.2. SITES 23 - 62 AND SITES 178 - 199**

Enter the service road in Hamilton Street via the entrance opposite the Telegraph Hotel.

### **10.3.3. SITES 63 - 98 AND SITES 149 - 177**

Enter the service road from Aitken Street via the entrance opposite Manaaki café.

### **10.3.4. SITES 99 - 121 AND SITES 122 - 148**

Enter the market from Aitken Street near the football oval entrance.

## **11.INSURANCE, LICENCES AND REGISTRATIONS**

- 11.1. Stallholders must be covered by public liability insurance obtained either from The GREAT Association's Group Insurance or from your own provider. Stallholders who have their own insurance as required to provide a copy to the market office.
- 11.2. The GREAT Association insurance does not extend to cover hot food, toys, musical instruments, second hand items, electrical goods, beauty products, Emu Oil Products or amusement rides.
- 11.3. Stallholders must obtain any licences, and registrations required for the sale of their goods and display them as required.

## **12.FOOD STALLS**

- 12.1. All food vendors must provide Market Management with evidence of their Food Handlers' Certificate, Council Registration and Organic Food Certificate if their product is labelled "Organic".
- 12.2. All food stallholders must have product and public liability insurance.
- 12.3. Food stallholders must comply with any Local, State and Federal Health Regulations and Food Acts. Failure to comply with health department standards and regulations may result in immediate closure of stalls.
- 12.4. Mobile food catering vehicles using LPG must be fitted with a current compliance plate from Energy Safe Victoria or equivalent body, a fire blanket and suitable fire extinguisher.
- 12.5. All foods including beverages must be prepared, displayed, served and stored in a manner that will protect them from contamination and spoilage.
- 12.6. All cooked food and ready to eat food should not be touched with bare hands. Raw food and cooked food must be separated at all times.
- 12.7. Everyone involved in the cooking and serving process is to be suitably attired in clean protective clothing.
- 12.8. All food stallholders must keep their sites tidy, sanitary and smoke free during operation.

## **13.ELECTRICITY AND GAS BOTTLE INSTALLATIONS**

- 13.1. Stallholders must ensure that all electrical appliances, equipment and power leads are labelled with a current certified tag in compliance with all relevant workplace regulations.
- 13.2. Power outlets are limited and may only be used with the permission of Market Management.
- 13.3. No electrical cords are to extend beyond the property boundary.
- 13.4. All gas and electrical appliance installation must be safe and certified and must have the operating instructions fastened to the appliance, or a manual or procedure provided.
- 13.5. Victorian Gas Safety (Gas Installation) Regulations prohibit a gas cylinder to be connected to an uncertified appliance.
- 13.6. All gas cylinders and appliances must be installed securely to prevent movement and be positioned to provide adequate access and ventilation to prevent any possibility of a build up of LPG vapours should any leakage occur.
- 13.7. Gas cylinders must be separated from ignition sources such as: electrical equipment or other objects that may produce sparks, ignition or excessive heat.
- 13.8. Stallholders using gas bottles must ensure that cylinders, valves, connections, and hoses are fit for the purpose and in good working order. Certificates must be available if applicable.
- 13.9. Stallholders using gas and/or electrical appliances must have suitable fire extinguishers and fire blankets available and positioned in a manner that will allow access to them in the event of a fire.

## **14. WASTE AND RUBBISH REMOVALS**

- 14.1. The stallholder has the responsibility to remove their own rubbish and all packaging materials from the market site before they leave. Boxes and cartons must be removed from the site.
- 14.2. The blue waste bins provided by the market management is solely for the convenience of visitors to the market and general public to keep the market area neat and tidy.
- 14.3. Stallholders are responsible for leaving their site and surrounding area clean, tidy and undamaged.

## **15. GENERAL-STALLHOLDER CODE OF CONDUCT AND RESPONSIBILITIES**

- 15.1. Within the market, or in any circumstances connected to the market, no stallholder shall behave in an improper manner, or use language that is foul, threatening or abusive towards Market Management, other stallholders or the public. Offenders will be asked to permanently leave the market.
- 15.2. Stallholders must ensure that their activities do not endanger the safety or security of any person at the market.
- 15.3. Dogs are not permitted in the market area at any time with the exception of guide dogs for the visually impaired or assistant dogs.
- 15.4. Stallholders are not permitted to smoke within the area of their stalls.
- 15.5. Market Management have no jurisdiction over someone wishing to film a stall or products, but as a stallholder you may object to them doing so.
- 15.6. Market Management accept no responsibility for any damage to people or goods at the market.
- 15.7. Market Management accept no liability for any damages, or costs whatsoever arising, either directly or indirectly from products sold by stallholders.
- 15.8. Market Management accept no 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 or in connection with any activity carried out at the site.
- 15.9. Market Management retain the right to reject any stallholder who fails to comply with these rules and conditions.

Market Management provide a **First Aid Service at every market.**

The First Aid Service will be available to attend accidents or illness **during market hours only.**

Signed by .....

Stallholder Full Name.....

Witness:

Date:

Signed by Market Manager.....

On behalf of The Great Association Inc

Witness:

Date: