



GISBORNE OLDE TIME MARKET MARKET RULES AND REGULATIONS

June 2015

INTRODUCTION

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.

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. Vehicles or trailers must not be parked on or driven on any grassed areas under any circumstances. Any breaches of these requirements by any stallholder puts at risk the future of The Gisborne Olde Time Market ("the Market") and their attendance at future markets.

Market Management 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. Stallholders are required to respect and abide by all of these rules. Failure to do so may result in a stallholder's permanent exclusion from the Market.

The Market Manager of The Gisborne Old Time Market 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 the Market Manager is not available, please leave a short and clear message and your call will be returned as soon as possible.

Email: info@gisborneoldetimemarket.org.au

The GREAT Association, Inc.

P.O. Box 9

Gisborne, Victoria 3437

www.gisborneoldetimemarket.org.au

1 APPLICATION PROCESS

1.1 Persons requesting a stall at the Market must first complete an Application Form. These are available on the website www.gisborneoldetimemarket.org.au or at the Market Office on market days or at The GREAT Centre, Shop 4 / 23 Hamilton Street Gisborne, Monday to Friday 10am – 4pm.

1.2 All applications must include a full description of the 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 with the application.

1.3 Acceptance of applications is at the discretion of Market Management and is 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 reserves the right to reject applications and not enter into any correspondence or otherwise explain the reason for its decision. All decisions are final.

1.5 Stall allocations are totally at the discretion of Market Management.

2 MARKET GOODS THAT MAY BE SOLD

2.1 Stallholders may sell only those items that have been sanctioned by the Market Management. Stallholders 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 Market. To add new products, Stallholders must make a request in writing including photos. Products cannot be added to a stall unless approved by Market Management.

2.2 Goods sold within the Market must be principally designed, grown or produced by the stallholder. The stallholder may be asked to produce evidence to satisfy the Market Management of these matters and its decision shall be final.

2.3 It is the responsibility of the stallholder to ensure that their products conform to all safety or compliance requirements.

2.4 Any false statement or deliberate concealment of fact regarding any part of this agreement will result in the immediate termination of this agreement.

2.5 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 Market operates on the first Sunday of the month between 9.00 am and 2.00 pm. Approved stallholders must **to** attend the market for the full hours of market operating hours.
- 3.2 Stalls are numbered along the Service Road of Aitken and Hamilton Streets, along the path in Howey Reserve Gisborne, and other areas as appropriate.
- 3.3 Stallholders may begin setting up their stalls from 5:30 am.
- 3.4 Vehicles must be removed from the market area by 8:15 am and stallholders must be ready to trade by 9:00 am. Vehicles may not be parked in the car park adjacent to the northern end of Aitken Street service road from May to September inclusive due to Junior Football requirements.
- 3.5 No vehicles may return to the market area until the site has been packed down
- 3.6 Any stallholder arriving after 8:00 am must carry all their items into the market area.
- 3.7 All stallholders must remain on their site until market finishing time at 2:00 pm.
- 3.8 No vehicle can enter the market area to load up until after 2:10 pm.
- 3.9 Stalls must be packed down before bringing vehicles into the market area after 2pm.

4 PERMANENT SITES

- 4.1 Stall fees for permanent stallholders are \$38.50 including GST per single site (with own insurance) and must be paid at least **ONE MONTH in advance** to secure your site booking.
- 4.2 For stallholders participating in the group insurance offered by The GREAT Association, the cost per single site is \$49.50 including GST payable at least **ONE MONTH in advance**.
- 4.3 Payments for multiple markets of 6 or 12 months may be made with discounts as incentives.
- 4.4 Payment of site fees can be made by direct deposit, by cheque, or money order and by cash at the market office or at The GREAT Centre., Shop 4, 23 Hamilton Street Gisborne.
- 4.5 Fees must be paid in accordance with the above requirements. Stallholders who fail to adhere to this policy may have their permanent status cancelled.
- 4.6 Permanent stallholders must pay for a minimum of 8 markets per year to retain their permanent site. Failure to do so will result in loss of a permanent site

5 CASUAL STALLHOLDERS

- 5.1 Casual stallholders are placed into vacant sites at the discretion of the Market Management.
- 5.2 Casual stallholders will be charged at the rate of \$55 including GST for a single site (with their own insurance) payable by direct deposit within 5 days of a written site.
- 5.3 For casual stallholders participating in the group insurance offered by The GREAT Association, the cost per single site is \$66.00 including GST payable by direct deposit within 5 days of a written site offer for any market.
- 5.4 After continued attendance at 3 consecutive markets, a casual stallholder will be classified as an intermediate stallholder. This provides access to permanent stallholder fees but does not provide access to a permanent site at any market. When a suitable site becomes available the stallholder will be reclassified as a permanent stallholder at the discretion of the Market Management.

6 ATTENDANCE

- 6.1 Markets will operate in all weather conditions except when a Code Red Day is declared for the Central Fire District. If the market is cancelled due to a Code Red Day fees paid will be allocated to a future market.
- 6.2 Stallholders are expected to attend markets regardless of weather conditions. Market Management will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.
- 6.3 Permanent and intermediate stallholders must confirm their market bookings and pay at least ONE MONTH in advance. If a stallholder is unable to attend a market, he/she must notify the Market Manager at least 10 days before market day. If notice is given after that date, the stallholder will forfeit that month's fee unless the Market Management decides otherwise in the light of special circumstances. The stallholder must advise the Market Management of their requested return to the market at least 1 month prior to the market they wish to attend and ensure that payment is made 30 days prior to that market.

7 STALL SETUP AND EQUIPMENT

- 7.1 All effort will be made to ensure permanent stallholders receive their usual site allocation each month. The Market Management reserves the right to reallocate sites as necessary.
- 7.2 Stallholders must provide their own equipment (e.g. marquees tables, chairs, racks, signage, etc.) and stalls must be presented in a neat and tidy fashion.

7.3 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.

7.4 Marquees and covers must be secured and weighed down at all times with a minimum weight of 15kg at each anchor point. Tent pegs may not be used in the market area because of underground irrigation pipes.

7.5 Stallholders must remove all rubbish from their stalls on completion of the market. Sites must be kept clear of litter and must be left clean at the end of each market. The rubbish bins provided at the market are for the general public use only. 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.

7.6 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 the stallholders equipment.

8 TRAFFIC MANAGEMENT AND VEHICLE ENTRY

8.1 Stallholders are reminded that the Service Roads are one-way traffic only and stallholders must comply with this ruling.

8.2 Stallholders are requested to drive within the market area at a safe speed and no more than 5km/h.

8.3 The Market Management, wearing yellow vest, 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.

8.4 To reduce traffic congestion and improve access to stall sites, the following entry points to market have been designated.

SITES 73 – 80 and 251 – 325

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.

SITES 38 – 120 and SITES 227 – 325

Enter the service road in Hamilton Street via the entrance opposite the Telegraph Hotel 6 Gisborne

8.4.3 SITES 121 – 155 AND SITES 201 – 226

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

8.4.4 SITES 156 – 200

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

9 INSURANCE, LICENCES AND REGISTRATIONS

9.1 Stallholders must be covered by public liability insurance obtained either from The GREAT Association's Group Insurance or from their own provider.

9.2 Stallholders who have their own insurance must provide a copy to the Market Management when their site application is approved.

9.3 The GREAT Association is Group insurance does not extend to cover hot food, toys, musical instruments, second hand items, electrical goods, beauty products, Emu Oil Products, cosmetics, medicines, potions, oils, fragrances, soaps or amusement rides.

9.4 Stallholders must obtain and display any licences and registrations required for the sale of their goods.

9.5 All food vendors must provide Market Management with evidence of their Food Handlers' Certificates, Council Registration and Organic Food Certificate if their product is labelled "Organic".

9.6 It is the stallholder's responsibility to apply to local council, obtain and pay for any registration which may be required. Stallholders must provide copies of certificates from their local council.

9.7 All food stallholders must have product and public liability insurance.

9.8 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.

9.9 Stalls selling bottled alcohol must supply Market Management with copies of their liquor licence prior to attending the market.

9.10 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.

9.11 All foods including beverages must be prepared, displayed, served and stored in a manner that will protect them from contamination and spoilage.

9.12 All cooked and ready to eat food must not be touched with bare hands. Raw and cooked food must be separated at all times.

9.13 Anyone involved in the cooking and serving process is to be suitably attired in clean protective clothing.

9.14 All food stallholders must keep their sites tidy, sanitary and smoke free during operation.

9.15 Stallholders must ensure that they comply with any safety and compliance standards pertaining to their equipment.

10 ELECTRICITY AND GAS BOTTLE INSTALLATIONS

10.1 Stallholders must ensure that all electrical appliances, equipment and power leads are labelled with a current test tag in accordance with all relevant State and Federal laws.

10.2 Power outlets are limited and may only be used with the permission of Market Management.

10.3 Electrical cords must not extend beyond the property boundary.

10.4 All gas and electrical appliance installation must be safe, certified and must have operating instructions fastened to the appliance, or a manual or procedure provided.

10.5 Victorian Gas Safety (Gas Installation) Regulations prohibit a gas cylinder to be connected to an uncertified appliance.

10.6 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.

10.7 Gas cylinders must be separated from ignition sources such as: electrical equipment or other objects that may produce sparks, ignition or excessive heat.

10.8 Stallholders using gas bottles must ensure that cylinders, valves, connections, and hoses are fit for the purpose and in good working order. Compliance certificates must be available if applicable.

10.9 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. Front and rear of marquees must be fully open when gas is being used.

12 GENERAL-STALLHOLDER INFORMATION, CODE OF CONDUCT AND RESPONSIBILITIES

12.1 Within the Market, or in any circumstances connected to the Market, stallholders must not 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.

12.2 Stallholders must ensure that their activities do not endanger the health safety or security of any person at the Market.

12.3 Dogs are not permitted in the market area at any time with the exception of guide dogs for the visually impaired or assistant dogs.

12.4 Stallholders are not permitted to smoke within the area of the market stalls.

12.5 Market Management has no jurisdiction over someone wishing to film a stall or products, but as a stallholder you may object to them doing so.

12.6 Market Management accepts no responsibility for damage to goods at the Market.

12.7 Market Management accepts no liability for any damages, or costs whatsoever arising, either directly or indirectly from products sold by stallholders.

12.8 Market Management accepts 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 a site.

12.9 Stallholders must report to the Market Management any incident or accident to any person or property within the market area that involves loss or could be expected to give rise to a future claim

13 TERMINATION

The Market Management reserves the right to withhold permission to a stallholder to occupy a site at the Market or remove a stallholder from the Market who does not comply with the Market rules and regulations including but not limited to a stallholder:

- a. Failing to pay site fees or pay site fees as required by those rules and regulations.
- b. Failing to abide by market trading hours including set up and pack up.
- c. Selling or making available for sale products not approved by Market Management.
- d. Failing to abide by the Market rules and regulations.
- e. Committing a criminal act at the Market.

14 WARRANTIES & REPRESENTATIONS OF STALLHOLDERS

The Market Management permits the stallholder to participate in the market based on the following warranties made by the stallholder:

14.1 The stallholder is the owner of the approved products and has full capacity to sell these products to third parties.

14.2 The stallholder does not bring any hazardous materials to the market.

14.3 The stallholder acknowledges and agrees that Market Management is not liable for any claim or loss suffered by the stallholder in relation to:

- a. Theft or damage of products approved for sale or equipment or goods under the control of the stallholder.
- b. Failure by the stallholder to sell the approved products at the market.
- c. Any travel to or from the market
- d. Damage or injury to any person or property.

15 STALLHOLDER INDEMNITY

The stallholder hereby indemnifies and holds Market Management harmless from and against all claims for loss arising in connection with:

- a. The sale or offer for sale of any approved product or service;
- b. Any injury suffered by the stallholder;
- c. Any loss or damage to the stallholder's property regardless of the cause;
- d. Any breach of the Market rules and regulations by the stallholder;
- e. Any injury or harm caused to another person or property by the stallholder; and/or
- f. Legal costs on a full indemnity basis incurred by Market Management as a result of the stallholder's breach of market rules and regulations.

16 EXCLUSION OF LIABILITY

The stallholder acknowledges and agrees that Market Management makes no representation or warranty in relation to the stallholder's occupation or use of the Market. The stallholder acknowledges that the Market Management made no warranty or representation in relation to:

- a. The sales which the stallholder may achieve by selling the approved products at the Market;
- b. The number of people who attend the Market and the stallholders access to them;
- c. The existence, number or quality of competing approved products for the Market;
- d. The position available to the stallholder at the Market;
- e. The existence of services and facilities at the Market;
- f. The existence or extent of any advertising material to support the Market operation;
- g. The existence of any security services at the Market; and/or
- h. The location of any approved competing product at the Market.

Market Management provides a **First Aid Service at every market.**
 The First Aid Service will be available to attend accidents or illness **during market hours only.**

Rules accepted by.- Stallholders Full Name.....

SIGNATURE: _____ DATE: _____

.....
 Witness:
 Date:

Signed by Market Manager
 On behalf of The GREAT Association Inc.

Witness:
 Date:
