

FRASER COAST ROTARY EVENTS INC.

MARYBOROUGH MARKETS

HANDBOOK

2023

CONTENTS	PAGE
Purpose	
Error! Bookmark not defined.	
All Market Vendors must uphold the Code of Conduct.....	Error! Bookmark not defined.
Honesty.....	Error! Bookmark not defined.
Respect.....	Error! Bookmark not defined.
Friendly.....	Error! Bookmark not defined.
Professionalism.....	Error! Bookmark not defined.
Communication.....	Error! Bookmark not defined.
Presentation.....	3
Unacceptable Behaviour.....	3
Brand and Image.....	Error! Bookmark not defined.
Environmental Best Practice.....	Error! Bookmark not defined.
Breach or Non-compliance.....	Error! Bookmark not defined.
stallholder terms & conditions.....	4
Definitions.....	4
Application, Variation and Amendment of the Terms and Conditions.....	Error! Bookmark not defined.
defined.	
Market Vendor Application Process.....	Error! Bookmark not defined.
Market Vendor Selection and Site Allocation Process.....	Error! Bookmark not defined.
Products and Services.....	Error! Bookmark not defined.
Food Vendors.....	Error! Bookmark not defined.
Entertainment.....	7
Charities and Community Organisations.....	Error! Bookmark not defined.
Public Risk Insurance.....	Error! Bookmark not defined.
Site Fees.....	Error! Bookmark not defined.
Attendance.....	Error! Bookmark not defined.
Wet Weather Arrangements.....	Error! Bookmark not defined.
Site Set Up.....	Error! Bookmark not defined.
Market Pack Up.....	Error! Bookmark not defined.
No Smoking Area.....	Error! Bookmark not defined.
Market Vendor Parking.....	Error! Bookmark not defined.
Presentation.....	Error! Bookmark not defined.
Licences, Registrations and Standards.....	Error! Bookmark not defined.
Workplace Health & Safety.....	Error! Bookmark not defined.
Electrical Connections & Outlets.....	Error! Bookmark not defined.
Code of Conduct.....	Error! Bookmark not defined.
Disputes & Complaints.....	13
Penalties & Breaches.....	Error! Bookmark not defined.
COVID-19.....	Error! Bookmark not defined.

Health Regulations **Error! Bookmark not defined.**

Purpose

The purpose of this document is to describe to stallholders the terms and conditions that we require at the Maryborough Markets.

All Market Vendors must uphold the Code of Conduct

The Code of Conduct embodies the guiding principles of:

Honesty

We behave ethically and act with honesty, fairness and loyalty.

Respect

We recognise and support the contribution of each Market Vendor and respect each other, our market visitors and those with different ideas and from diverse backgrounds and cultures.

Friendly

We keep people informed through active engagement with each other and being open to alternative ideas in a friendly manner.

Professional

We present ourselves in a professional way, delivering a unique and high-quality market. FCRE reserve the right to request that Market Vendors undertake any reasonable measure which will improve the safety of their site or raises the level of the overall presentation of the market. FCRE asks that Market Vendors consider the following:

Communication

Unless stated otherwise, all communication is via telephone, or email. Market Vendors are required to maintain a permanent and reliable communication with FCRE Management. We ask that when communicating via telephone or email, it is important to leave a clear message stating your full name, business, phone number and nature of your enquiry. If your message is not clear, we will be unable to assist you with your enquiry. FCRE will not engage in any verbal dispute or conflict of any sort. All disputes must be presented in writing via email and directed to FCRE for resolution.

Presentation

Presentation is the key to delivering a high-quality event. Market displays should present a creative and successful image for the event and the products concerned. Market Vendors are asked to avoid leaving sites unattended and be available to serve and greet customers during opening hours. All products and sites are to be kept clean and tidy.

Unacceptable Behaviour

Conflict will not be tolerated between market vendors, traders, event patrons, or approved contractors, and under no circumstances will FCRE engage in business transaction disputes or such conflict. Verbal abuse and/or physical abuse will not be tolerated under any circumstances.

Brand and Market Image

Our behaviours should reflect our values and not affect the integrity of the market. Market Vendors should contribute positively to the reputation of the event through ethical and professional behaviour.

Environmental Packaging

Market Vendors are asked to investigate environmentally friendly disposable packaging options. The use of plastic throughout the market is strongly discouraged.

As of 1st July 2018, all plastic bags under 35 microns were banned by the Queensland Government.

As of 24th June 2020, single use plastic straws were banned by the Queensland Government.

Breaches and Non compliance

If a breach or non-compliance has occurred, investigation will be conducted by FCRE.

If it is considered serious, immediate termination may be applied.

If the breach or non-compliance is unlawful, the appropriate authorities will be contacted.

Stallholder Terms and Conditions

These are the terms and conditions of Fraser Coast Rotary Events Inc. which apply to the occupation of sites in the market precinct by approved market vendors, community groups and entertainers.

Definitions

Market: Means Maryborough Markets operated by Fraser Coast Rotary Events Inc.

Booking Administrator: Means a person or persons appointed by FCRE responsible for managing site bookings.

Market Co-ordinator: Means a person or persons appointed by FCRE responsible for the operation of the market on the day.

Market Precinct: Means the area specified in the FCRC Agreement with FCRE.

Site: Means an area of land within the market precinct allocated by the Booking Administrator or Market Co-ordinator to a Market Vendor to sell their goods or services during a market.

Market Vendor: Means a person or persons to whom a Site is issued by the Booking Administrator or Market Co-ordinator.

Food Vendor: Means a person or persons to whom a Site is issued by the Booking Administrator or Market Co-ordinator for the purpose of selling ready to eat food.

FCRE: Means Fraser Coast Rotary Events Inc.

1. Application variation and amendment of the FCRE terms and conditions

1.1 By accepting allocation of a site and or continuing to occupy a site, the Market Vendor agrees to abide by these terms and conditions.

2. Market Vendor Application Process

2.1 Any person or vendor who wishes to be considered for a site at the market must first complete the Market Vendor Expression of Interest Form and supply all supporting material relevant to the application.

2.2 Applications are preferred two weeks prior to the market date.

2.3 The application process does not guarantee a site allocation or an involvement or partnership with the market or with FCRE.

2.4 When applications have closed, a selection process will take place to ensure that all applications are considered under the criteria laid down in clauses 3 – 8 of these terms and conditions.

2.5 Site allocation is confirmed in writing at least 1 week prior to the market. Market Vendors confirm their attendance by paying their site fees before 5.00pm on the Tuesday of Market week.

2.6 Successful applicants may be placed on a waiting list to receive Site allocation. There is no guarantee of immediate placement.

2.7 Unsuccessful applications cannot be resubmitted, and no correspondence will be entered into regarding the application. If the unsuccessful applicant wishes to reapply, a new application may be accepted on the grounds that it better addresses the criteria as specified in clauses 3 – 8 of these terms and conditions.

- 2.8 Whilst every effort is made to confirm site numbers and locations to Market Vendors prior to the market, the Booking Administrator reserves the right to re-allocate sites as necessary.
- 2.9 During the operation of the Market, the Market Co-ordinator may need to re-allocate a vendor to an appropriate site for operational or safety reasons.

3. Market Vendor Selection and Site Allocation Process

- 3.1 Site selection and allocation will be given in the following way:
- 3.1.1 Preference to local and regional vendors, community groups and non-profit organisations who support our community.
 - 3.1.2 Applications that can show direct economic benefit to the Fraser Coast.
- 3.2 FCRE cannot guarantee product and service exclusivity to any Market Vendor but will endeavour to provide a variety and range of vendors to suit the individuals who attend the market.
- 3.3 Sites will not be offered to Market Vendors who have an outstanding payment or unresolved issue with Fraser Coast Rotary Events Inc.

4 Products and Services

- 4.1 Market Vendors must provide a complete listing of products and/or services for sale as part of the application process. When a Market Vendor changes their product listing, please advise FCRE Booking Administrator by providing an updated listing.
- 4.2 To maintain the integrity of the market, only the products which have been approved by FCRE may be sold. Any intention to vary this must be pre-approved by the Booking Administrator prior to goods being sold at the market. Any product not listed or approved by the Booking Administrator may be required to be removed and a site reallocation may be necessary.
- 4.3 Second-hand goods may not be sold in the market precinct.
- 4.4 The dissemination of political or religious material or ideas is not permitted in the market precinct.
- 4.5 False or misleading claims regarding products could result in exclusion from the market.
- 4.6 Animals or livestock being used for entertainment or promotional purposes in the market precinct must be kept under conditions compliant with the Queensland Animal Care and

Protection Act 2001. All litter and waste shall be removed immediately. All required safety equipment must be used in the handling of such animals. It is the responsibility of the Market Vendor to obtain any licences or registrations necessary – refer to clause 16 of these terms and conditions.

4.7 Under no circumstances are any illegal materials such as copied DVDs, games or any product breaching copyright laws to be sold at the market. Any Market Vendor found to have these products for sale will be required to remove them from their site. Failure to comply with such requests will result in exclusion from the market precinct.

4.8 Market Vendors are not permitted to sell any of the following:

- 4.8.1 Weapons of any kind.
- 4.8.2 Toy weapons.
- 4.8.3 Products with sexually explicit language.
- 4.8.4 Cigarettes, e cigarettes and vaping materials. Or
- 4.8.5 Any other illicit materials.

4.9 The Market Co-ordinator may require the vendor to remove any item from their site that does not comply with clauses 4.1 to 4.8.5 above.

5 Food Vendors

5.1 All Food Vendor sites must comply with health regulations issued by Fraser Coast Regional Council. It is the responsibility of the Food Vendor to be aware and comply with the requirements by contacting a Council Environmental Health Officer on 1300 79 49 29.

5.2 A current copy of the market vendor's Annual/Short-Term Food market Licence or Mobile Food Business Licence must be submitted with the Market Vendor Application for the Event. An additional copy must be available to be presented to the Event Coordinator or Fraser Coast Region Council Environmental Health Officers at the Event upon request.

5.3 To comply with the Fire and Rescue Service Act 1990 and the Building Fire Safety Regulation 1991, all hot food vendors must have at least 20B(E) Dry Chemical Powder (or equivalent) fire extinguisher on site.

6 Entertainment

6.1 All entertainers including buskers must be booked by the Entertainment Committee prior to the Event.

- 6.2 All electrical equipment must be tagged and tested as per clause 20.
- 6.3 The Market Co-ordinator will monitor the volume level throughout the day and any direction to adjust the level must be followed immediately.

7 Charities and Community Organisations

- 7.1 Charities and Not-For-Profit Community Organisations may register to utilise the market for their promotional or fund-raising activities by completing a Market Vendor Expression of Interest Form.
- 7.2 Applications must include a copy of the charity's registration and details of the proposed activity/fundraiser to be carried out. A copy of the public liability policy covering the charity or organisation and its representatives must also be supplied upon application.
- 7.3 The number of sites allocated to charities and community organisations will be monitored by FCRE.

8 Public Risk Insurance

- 8.1 All Market Vendors, food vendors, entertainment providers and persons conducting charity, fundraising or promotional activities within the market precinct must provide proof of a Current Public Liability Insurance Policy for an amount of not less than \$20,000,000. A copy must accompany the Market Vendor application and will be kept on file.
- 8.2 Evidence of this insurance must also be available upon request by the Market Co-ordinator on-site at the market should the need arise.

9 Site fees

- 9.1 A site fee schedule is available from the Booking Administrator.
- 9.2 Fees are to be paid to FCRE upon confirmation of a site and by the specified due date.
- 9.3 Site fees are to be paid as follows-
- 9.3.1 All site fees are to be paid by electronic means using the online link emailed by the Booking Administrator application system.
 - 9.3.2 Cash payments for site fees will be accepted in exceptional circumstances and by prior arrangement with the Booking Administrator.

- 9.3.3 All site fees must be paid by 5.00pm on the Tuesday before the market commences.
- 9.3.4 Permanent site holders are requested to pay monthly in advance to secure their usual site.
- 9.5 Receipts will be given for each payment.
- 9.6 Refund of site fees will occur in the following circumstances –
 - 9.6.1 Where more than 14 days' notice has been provided to the Booking Administrator of the Market Vendors inability to attend. A FULL credit of the site fees will be applied;
 - 9.6.2 Where more than 7 days' notice has been provided to the Booking Administrator of the Market Vendors inability to attend on the day a credit of 75% of the site fees will be applied;
 - 9.7.3 Where no notice or less than 7 days' notice has been given to the Booking Administrator, Site fees will not be credited.

10 **Attendance**

- 10.1 Sites must be occupied by 6.30am on Market Day. Market Vendors who are running late are to contact the Market Co-ordinator immediately on 0474815202 advising their expected arrival time.
- 10.2 Market Vendors who are unable to attend due to an emergency or illness must contact the Booking Administrator before Market Day on 0458154681.

11 **Wet Weather arrangements**

- 11.1 In the case of poor weather conditions, the market shall proceed and Market Vendors are expected to present themselves on the day and bring their own wet weather equipment for their site area and products.
- 11.2 Where there is a severe weather event, the following procedure will be followed:
 - 11.2.1 The FCRE Board and Booking Administrator will monitor the situation.
 - 11.2.2 A decision will be made by 6pm the day prior to the commencement of the market as to whether the market will be cancelled or continue.
 - 11.2.3 Should the market not proceed, all attempts will be made to accommodate bookings at the next available market day. Where the market is cancelled, the current bookings and credits will be carried forward to the next available market.

12 Site Set-up

- 12.1 Market road closure is from 5am which is when Bump-In commences.
- 12.2 During bump-in, Market Vendor vehicles must be parked alongside the space allotted to the Market Vendor's site number. Market vendors are encouraged to be mindful of road clearance for other market vendors.
- 12.3 Goods and site structures must be unpacked onto the site and your vehicle must be removed from the market precinct prior to setting up a site.
- 12.4 Vehicles are not allowed to remain in the market precinct after 6.45am.
- 12.5 Vehicles must observe all traffic rules and signals when entering and leaving the market precinct. Walking pace must always be observed and hazard lights must be activated when vehicle is moving inside the market precinct.

13 Market Pack-up

- 13.1 Market Vendors are not to pack down their site set-up or structure before 12 midday.
- 13.2 Goods and site structures must be unpacked onto the site prior to the Market Vendor's vehicle being brought back into the market precinct.
- 13.3 Vehicle access to vacate the market precinct shall be no earlier than 12.15pm.
- 13.4 Market Vendors must vacate the market precinct by 2.00pm.
- 13.5 Market Vendors must remove rubbish and litter created by their trading activity at the completion of the market.
- 13.6 Market vendors must provide an emergency contact to FCRE for;
- 13.6.1 Emergency pack up of the stallholders site when the stallholder is not present, or
 - 13.6.2 Where the Stallholder has suffered a medical emergency and is unable to pack up their site.
 - 13.6.3 FCRE to pack and store the stall holder's site when the emergency contact is unable to attend.

14 No Smoking Area

14.1 The market precinct is designated a no smoking zone.

15 Market Vendor Parking

15.1 Market Vendors are encouraged to consider parking vehicles in the furthest carparks available, to allow patrons easy access to event precinct.

16 Presentation

16.1 Market Vendors are required to provide everything needed for site setup.

16.2 Market Vendors must keep their site area clean and tidy.

16.3 Walkways and public areas are to be kept clear at all times.

16.4 Sites must stay within the site boundaries unless authorised in writing by the Booking Administrator.

17 Licences Registration and Standards

17.1 Market Vendors are responsible for obtaining all necessary licences, registrations and permits required for the sale of their goods, produce or services. Market Vendors must display these at the market as required. Certificates of registration/licences/permits must be available for inspection by the Market Co-ordinator at all times.

17.2 All products offered for sale at the market must comply with Local, State and Federal Standards governing weight, packaging, display and labelling. Inspectors visit the market precinct regularly.

18 Workplace health and Safety

18.1 Market Vendors must be aware of their obligation of care and comply with all Workplace Health & Safety requirements affecting their operations.

18.2 Market Vendors must ensure they provide adequate wind and weather protection devices.

18.3 Market Vendors must always have marquee weights attached to each leg of their marquee as per ABCB Standards.

18.4 Should the Market Co-ordinator deem weights unsuitable (e.g. makeshift weights tied to a marquee), the Market Vendor will be requested to provide appropriate weights at future events and/or pack-down the site structure.

18.5 Under no circumstances are pegs permitted to be used to secure marquees, flags or any other structures. Market Vendors seen using pegs will be asked to remove the pegs immediately.

19 Electrical Connections and Outlets

19.1 Electrical equipment and leads used during the Market must be tested and display a current inspection tag as per Workplace Health & Safety Legislation.

19.2 Electrical fittings, leads or connections which are suspect in any way or that are not tested and tagged shall immediately be disconnected from the source of electricity supply and shall not be used until repaired or serviced and tested by a person licensed to do so.

19.3 Power boards must have safety cut-out switches. Electrical leads to power boxes must have wet weather covers fitted.

19.4 Electrical inspectors may attend the market precinct to inspect leads and equipment. Market Vendors who do not comply with the regulations will be asked to leave or to continue trading without access to power for that equipment.

19.5 Market Vendors who choose not to have their untagged equipment tested and tagged will not have access to power for that equipment.

19.6 All use of generators must be approved by the Booking Administrator at time of booking and verified on site by the Market Co-ordinator.

20 Code of Conduct

20.1 All instructions and requests made by the Market Co-ordinator, Security Staff and Traffic Controllers to Market Vendors during the market must be complied with.

20.2 Within the market precinct, Market Vendors shall behave in an inappropriate manner and refrain from using language that is foul, threatening or abusive towards any other person.

20.3 Offensive behaviour will result in the offender being ejected from the market precinct immediately.

21 Disputes and Complaints

21.1 Disputes and complaints must be presented in writing and directed to the Market Coordinator for resolution. Verbal disputes or complaints will not be conducted in the Market Precinct on the day of the market.

22 Penalties and Breaches

22.1 Breaches of these terms and conditions by a Market Vendor may result in the Market Coordinator instructing the Market Vendor to leave the market precinct immediately.

22.2 Breaching these terms and conditions may result in the Market Vendor being excluded from future FCRE Events.

23 COVID 19 and Mutations

23.1 Within the current government guidelines and event COVID-Safe Framework, FCRE will develop an overarching COVID Safe plan for all events.

23.2 Market Vendors are to be responsible for their businesses COVID Safe measures including developing and applying their own COVID Safe plan for their business operation or operate under a relevant industry plan.

23.3 Market Vendors are required to complete the Australian Government's Infection Control Training.

25 Health Regulations

25.1 Market Vendors must comply with Queensland Health Regulations for personal safety and service.