

## MARKET POLICIES AND PROCEDURES

### MISSION

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To provide a facility which offers a diverse, enjoyable, effective service and environment to the benefit of vendors and the community alike.

### OBJECTIVES

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The primary aims of the Port Fairy Community Market (the 'Market') are to provide an opportunity for: 1) stallholders to generate a viable income by selling and promoting their produce; 2) consumers to buy a variety of fresh and non mass produced goods in a safe, convenient environment and 3) the Community House to generate income and expand its profile within the community.

### SCOPE

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This document sets out the policy, procedures and responsibilities for stallholders wishing to participate in the Markets and the role of the Market Coordinator.

### CATEGORY OF PRODUCTS SUITABLE FOR SALE AT THE MARKET

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Products sold at the Market should be of high quality, not mass-produced and meet relevant health and safety standards. Products produced within the local region are preferred.

Fresh produce  
Food  
Hand-made art, craft, homewares  
Clothing and jewellery  
Antiques and rare collectibles  
Plants and Garden items  
Alcohol  
Artisan furniture  
Health and wellbeing services and products  
Books

### PRODUCTS PROHIBITED FOR SALE AT THE MARKETS

Goods which infringe any copyright or registered trade mark  
Tobacco products  
Goods or merchandise that cannot be sold by law  
Second hand household goods and clothing

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**In order to fulfil the objectives of the Market for vendors and the community, Port Fairy Community House reserves the right to limit the number of stalls selling the same or similar products.**

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## MARKET DATES AND LOCATION

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### Regular Markets

- Railway Place (next to the Visitors Information Centre)
- Second and Fourth Saturdays and occasional Fifth Saturday, from 9am-1pm, February to December.

### Holiday Markets

- Railway Place (next to the Visitors Information Centre)
- January – New Year’s Day and every Saturday from 8.30am-3.00pm
  - Easter Saturday from 8.30am – 2pm
- Additional Markets  
May be organised to coincide with special events.

## MARKET FEES

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Regular Markets	<b>\$30</b>
Holiday Markets (January & Easter)	<b>\$55- \$70</b>
Powered site	<b>+ \$5</b>

## APPROVAL PROCESSES

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### New Stallholders

- Applicants must complete a *New Stallholders Application Form* , nominate on the form the category of goods they wish to sell and be approved by the Market Coordinator prior to participating in the Market
- New stallholders will be advised by the Market Coordinator of the outcome of their application within two weeks after receipt of their application
- Approval for new stallholders will not be granted onsite on the day of the Market.

### Variation to Category of Goods Sold

- Stallholders wishing to vary the category of goods they sell must apply on the *Variation to Goods Sold Form* and be approved by the Market Coordinator prior to the goods being sold
- Stallholders selling unapproved goods will be asked to remove immediately those items from sale.

## SITE BOOKINGS

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### General Information

- Stallholders must be approved by the Market Coordinator before sites for any market can be booked (refer 'Approval Process')
- Stallholders who require electricity for the Regular Markets and Easter Market at Railway Place must request this on the *Reserved Site Booking Form* and have an allocated site prior to Market day. Please note: sites with electricity are limited
- Stallholders are requested to be set up and ready to trade by 8.30am
- Stallholders must ensure that all their equipment, signage and goods are within the allocated site (refer to 'Stall Spaces')
- Any cancelled site may be reallocated on the day of the market at the discretion of the Market Coordinator.

### Regular Markets

- Reserved Sites
  - Stallholders can reserve sites for consecutive Regular Markets by completing a *Reserved Site Booking Form*
  - Stallholders can request a specific site when applying but this is not guaranteed
  - Reserved sites are secured when approval has been given, pre-payment received and confirmation of the site given by the Market Coordinator
  - No refund will be made to stallholders for markets not attended during the reserved site period and no part payments or transfer of sites to other stallholders will be allowed
- Reserved sites are marked with the stallholders' initials.
- Casual Sites
  - Stallholders book available sites by the **Thursday prior** to the Market they wish to attend with the Market Coordinator by telephone or email (refer to 'Contact Details') or with the Market Coordinator in person at least one week prior to the intended Market
  - Sites are secured when payment has been received and confirmation by the Market Coordinator given
  - No refund will be given to stallholders for Markets not attended
  - No transfer of site to other stallholders will be allowed
  - Stallholders must not set up in any reserved site which is marked with the initials of another stallholder.

### Holiday Markets

- A booking form must be completed for these Markets
- Bookings for the **January Markets** open in September
- Bookings for the **Easter Markets** open 30 days prior to the Market.
- Sites can book out quickly and submission of a booking form does not guarantee a site
- A specific site can be requested but is not guaranteed
- Successful applicants will receive written confirmation from the Market Coordinator of the site number and a site map

- Payment by the stallholder is made when the Market Coordinator provides written confirmation of a site (refer to 'Payment Options' below)
- Payment for the January Markets must be received by the Market Coordinator by 30 November
- Payment for the Easter Market must be received by the Market Coordinator at least 14 days prior to the market
- Sites for which payment has not been received by the due date will be allocated by the Market Coordinator to other stallholders on the waiting list.

## SITE SPACES

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- All Market sites are a standard 3m × 3m
- Double sites for the Regular and Holiday Markets can be requested at double the fee and are subject to availability and approval by the Market Coordinator
- Stalls must only be set up within the designated site area and within the confines of the market area
- The entry and exit points at the ends of and the central area of the Market must be kept clear at all times to ensure emergency access
- Cars can be parked behind stall sites at Railway Place subject to location of the site (during Regular markets)
- The Market Coordinator can request stallholders to remove any vehicle not appropriately parked.
- Sandwich boards are not to be placed in the walkways of the marketplace and may be moved by the Market Coordinator at their discretion

## CONDITIONS FOR STALLHOLDER PARTICIPATION IN THE MARKETS

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The Market is held in an open public space. Stallholders will need to supply their own equipment for the operation of their stall.

**Mats are compulsory** for within site areas to reduce damage to the grassed surface.

Prior Approval must be obtained for:

- Stallholders, category of goods sold and site (refer to 'Approval Process', Category of Products for Sale at the Market' and 'Site Bookings')

Sale of:

- Food
  - All food vendors must be licensed as Temporary Food Stall vendors with their local Victorian council
  - These licences must be displayed on the relevant stall and a copy of the licences given to the Market Coordinator
  - All food vendors must notify Moyne Shire of the dates they will be trading via the online "Streatrader" system
  - No resale or wholesale vendors are permitted to participate in the markets

- Organic Products
  - Any producer claiming certified organic produce status must grow the produce in accordance with prevailing organic certification practices and certificates must be displayed on the stalls.
- Alcohol
  - Stallholders selling alcohol must hold the appropriate VCGLR wine and beer licences, display these on the stall and provide a copy to the Market Coordinator.

#### Insurances

- Stallholders are required to have current \$10 million Public Liability Insurance (and \$10 million Product Liability where applicable)
- Stallholders are also required to have all licences and insurances required to operate their business
- All products must comply with relevant safety and compliance standards
- A current Certificate of Currency for insurance must be supplied to the Market Coordinator (receipt of payment is not sufficient).

#### Code of Conduct

- Stallholders are expected to maintain high standards of honesty and to conduct themselves in a courteous business-like manner
- Rude or abusive behaviour will not be tolerated at any time
- Loud intrusive selling techniques, spruiking or use of public address system are not permitted.

#### Clean-up

- Stallholders are required to leave their site in a clean and tidy & undamaged condition and remove all rubbish from the site at the conclusion of the Market.

#### No Smoking Policy

- Stallholders are not permitted to smoke on the Market site at any time.

#### Emergency Plan

- All stall holders must familiarise themselves with and abide by the Market Emergency Plan.

#### Occupational Health & Safety

- Stallholders must drive within the market area at a safe speed that is no greater than 5km/hr.
- Vehicles are not permitted to move within the market area 30 minutes prior and 15 minutes after the markets advertised trading times.
- Within the market, smoking is not permitted at any time or location.
- All first aid and Occupation Health & Safety matters need to be reported immediately to the Market Coordinator. If you identify a potential hazard or “near miss”, please notify the Market Coordinator immediately.
- All electrical equipment & power cords must have a current tag before being used at the markets.

## PAYMENT OPTIONS

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Payment for sites can be made by phone using a credit card, by direct deposit, by direct bank deposit or by cheque or money order or via the website.

Bank details are:

Account: Port Fairy Community Group Inc

BSB: 063 734 Account Number: 10078718

Please use your name as a reference so payments can be received.

## CANCELLATIONS

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	<b>Cancel prior to market</b>	<b>Consequence</b>
Regular Markets	By 1pm Thursday before market	Payment held in credit for next market
	After 1pm Thursday before market	No refund
January Markets	Prior to 30 November	Payment refunded or held in credit
	After 1 December	No refund
Easter Market	15 days prior to market	Payment refunded or held in credit
	14 days before market	No refund

## WEATHER CONDITIONS

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- Port Fairy Community House Market is an all-weather market and stallholders must be prepared for adverse weather
- Stallholders are responsible for ensuring their products are protected and marquees are securely weighted and tied down. Stallholders must bring a minimum 4 marquee weights to every market & ensure they are in place once the marquee is erected.
- Port Fairy Community House may direct the pack down of a stallholder's site if deemed to be unsafe and no market fee refund will apply.
- Port Fairy Community House reserves the right to close the market in exceptional weather conditions and may prohibit the erection of marquees in high wind conditions.
- The Market will operate on days of Total Fire Ban. Port Fairy Community House will apply for a Total Fire Ban permit from the CFA in September which will allow stallholders needing to use gas cooking appliances on a day of Total Fire Ban to trade, subject to complying with all the conditions outlined in the permit.
- HEAT POLICY: In the event of extreme heat where the temperature exceeds 35 degrees C, at the discretion of management, the market may close earlier if conditions deem this necessary.
- If a CODE RED DAY for Port Fairy is called by the CFA the market will NOT operate that day.
- Stallholders may pack up their stall due to adverse but may not leave unless permission is given by the Market Coordinator.
- No refunds/credits are given for the cancellation of markets and/or reduced trading hours on market days due to adverse weather conditions.
- Port Fairy Community House will not be held responsible for any loss including fees paid by stallholders, damage or injury whatsoever resulting from adverse weather conditions.

## UNSUCCESSFUL APPLICANTS

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Applicants who are unsuccessful will be advised in writing or by email of the reason/s for the decision and if and when they may be eligible to re-apply. Unsuccessful applicants who disagree with the decision and wish to request a review of the decision, may write to the Chair, Committee of Management, Port Fairy Community House, PO Box 136 Port Fairy 3284.

**Please note that Port Fairy Community House reserves the right to make a final decision on any application to participate in the Market. It also reserves the right to refuse goods or produce sold in the Market and to exclude any stallholder who has been approved but who breaches or attempts to breach Market policy and procedures.**

## DISPUTE RESOLUTION

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The Port Fairy Community House reserves the right to make a final determination on any dispute in relation to this policy and its procedures.

A complaint management system is available.

## SOCIAL MEDIA POLICY

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The Port Fairy Community House social media policy relates to all social media channels including Facebook, Twitter, Instagram YouTube and any other digital sites being operated by Port Fairy Community House. This policy covers personal as well as business accounts.

Stallholders must not post a comment or content which is, or could reasonably be considered to be: unlawful, discriminatory, vilifying, menacing, harassing, offensive, threatening, stalking, violent, obscene, defamatory, infringing of intellectual property rights, misleading, false, deceptive, fraudulent or spam.

Stallholders must refrain from airing their grievances, negative opinions and/or views on contentious public issues on Port Fairy Community House/Markets social media pages or posts.

Port Fairy Community House may, at its absolute discretion and for any reason, delete any comment posted on its Facebook, YouTube or Instagram channels.

All stallholders are welcome to post on the event pages of markets they are attending to promote their stall. All stallholders are welcome to tag Port Fairy Community Markets in posts advertising their stall, products and/or attendance at markets. We will sometimes share these posts.

Port Fairy Community House reserves the right to cancel any future bookings of a stallholder who is in breach or does not comply with the Social Media Policy.

## STALLHOLDER INDEMNITY

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Without limiting the generality of any other provision of these policies, the stallholder hereby indemnifies and holds the Coordinator blameless from and against all claims for loss arising in connection with or in relation to:

- The Stallholder's occupation of the market
- The sale or attempted sale of the approved products or any other products or services
- Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the stallholder
- Any loss or damage to the stallholder's property regardless of the cause of that loss or damage
- The death of any person of a consequence, in whole or in part, of any act or omission by the stallholder
- Any breach of these policies by the stallholder; or
- Any legal costs on a full indemnity basis incurred by the Coordinator as a result of the stallholder's breach of these policies.

## MARKET COORDINATOR'S REPRESENTATIONS

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The Market Co-ordinators consent to the stallholder to attend the market does not convey to the stallholder any ongoing rights in relation to the market into the future and such approval can be terminated by management at any time in writing and without any period of notice. The Market Coordinator reserves the right to undertake any of the following actions without notice:

- Re-locate a stallholder to another site within the market
- Require the stallholder to remove from sale any goods or services offered by the stallholder which are not approved products
- Request that the stallholder undertake any reasonable measure which in the opinion for the Market Coordinator will improve the safety of the site

## WARRANTIES & REPRESENTATIONS OF STALLHOLDERS

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The Market Co-ordinator permits the stallholder to attend the market in reliance on the following warranties and representations hereby made by the stallholder:

- The stallholder is the owner of the approved products with full power and capacity to sell absolute legal and beneficial ownership of the approved products to a third party without any encumbrance
- The stallholder is not in reliance on any representation or statement made by the Market Co-ordinator that is not expressly contained in these regulations.
- The stallholder is responsible for obtaining all relevant permits to operate the stallholders business and that all merchandise sold complies with all relevant safety and compliance standards and retail laws currently in force
- The stallholder does not bring into the market any hazardous materials or substances

Without limiting the generality of these terms, the stallholder acknowledges and agrees that Port Fairy Community House is not liable for any claim or loss suffered or incurred by the stallholder in relation to or in connection with:

- Theft or damage of approved products, equipment or goods under the control of the stallholder or any other property of the stallholder at any time including times when the market is not trading
- Any failure by the stallholder to sell the approved products
- Any journey from or to the market
- Damage or injury to any property or person

Limitation provisions are subject to statutory provisions. If statutory provisions apply, if applicable Port Fairy Community House liability is limited to the cost of the Market Coordinator refunding the site fee.

## TERMINATION

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The Market Coordinator reserves the right to withhold consent to a stallholder to occupy a site at the market, to remove or to have removed from the market, a stallholder who is in breach or does not comply with the policies, including where a stallholder:

- Fails to pay their site fee in a timely manner
- Fails to abide by the markets set up or pack up conditions
- Fails to abide by the market's trading hours
- Fails to abide by the terms and conditions of the market's policies and procedures
- Fails to limit the products offered for sale to approved products
- Commits a criminal act at the market; or
- Behaves in a manner that breaches the market's Code of Conduct

## CONTACT DETAILS

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The Market Coordinator is contactable in person or by telephone on Tuesdays & Thursdays at the Port Fairy Community House during normal opening hours or by email:

[market@portfairycommunityhouse.com.au](mailto:market@portfairycommunityhouse.com.au) .

Messages can be left via email or telephone at other times.

Port Fairy Community House

Opening hours: Monday-Friday 10am-1pm.

Location: Railway Place Port Fairy

Phone: 03 5568 2681

Postal address: PO Box 136, Port Fairy, 3284

Website: [www.portfairycommunityhouse.com.au](http://www.portfairycommunityhouse.com.au)

Facebook Page: [Port Fairy Community Market](#)