

# Regulations of Townsville Rotary Markets

Including By Laws for Cotters Market,  
Willows Rotary Market & Strand Night  
Market

These Regulations apply to all Stallholders who have received consent by the Manager to occupy a Site at the Market and constitutes the terms and conditions on which the Manager permits the Stallholder to occupy a Site at the Market and on which the Manager agrees to provide services to the Stallholder. All Stallholders are required to read these Regulations and confirm their agreement by completing an Application Form and providing it to the Manager in printed or electronic form.

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# Regulations of Townsville Rotary Markets

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These Regulations apply to all Stallholders who have received consent by the Manager to occupy a Site at the Market and constitutes the terms and conditions on which the Manager permits the Stallholder to occupy a Site at the Market and on which the Manager agrees to provide services to the Stallholder. All Stallholders are required to read these Regulations and confirm their agreement by completing an Application Form and providing it to the Manager in printed or electronic form.

## Definitions

**Additional Trading Days** means those dates detailed in the Bylaws.

**Application Form** means the form/s that have been completed by a Stallholder when applying to the Manager for consent to occupy a Site at the Market and may include any updated forms completed by the Stallholder from time to time. Such forms may include any electronic documents that have been forwarded to the Manager by electronic mail.

**Approved Products** means those goods and services for which the Manager has granted to the Stallholder consent to offer for sale and sell at the Market. Such goods and services must be described in the Application Form. The Manager reserves the right to provide consent to a limited selection of the goods and services described in the Application Form and shall advise the Stallholder accordingly.

**Bylaws** refer to the Bylaws attached to these Regulations. The Bylaws includes operational matters pertinent to individual Markets that may change from time to time and are essential terms and conditions of these Regulations. The Manager will provide to the Stallholder a minimum of 14 days notice in respect of any changes that may apply to items included in the Bylaws

**Casual Stallholder** means a person, persons or legal entity and their employees, staff, agents or representatives that have been granted consent by the Manager to occupy a Site and undertake Trading Activity at the Market for a defined period of time as outlined in the Bylaws

**Code of Conduct** means the Code of Conduct outlined in the Bylaws.

**Flinders St Trader** means a person, persons or legal entity that conducts a business at premises within the area of the Market and may include, but not be limited to, Stokes St, Flinders Square and Denham St, and Stanley St.

**Manager** means Townsville Rotary Markets (ABN 50 106 430 340), its employees, volunteers, staff, and officers. The Manager has the licence to control, operate and regulate the Market which includes the authority to grant or withhold consent to any person/s or legal entity to attend and occupy a Site at the Market.

**Market** means the areas within the Townsville CBD, Strand Park and Willows Shopping Centre which are designated for the purpose of conducting Trading Activity and includes any car parking areas and areas of access to or egress from the Market.

**Market Coordinator** means the person/persons appointed by the Manager to manage the Market on a trading day.

**Marquee** means any tent, umbrella or covered structure that is supplied by the Manager or Stallholder and erected within a site.

**Regular Stallholder** means a person, persons or legal entity and their employees, staff, agents or representatives that have been granted consent by the Manager to occupy a Site and undertake Trading Activity at the Market on either a weekly, fortnightly basis or monthly basis (Strand only)

**Regulations** means the terms and conditions included in this document, as amended from time to time. All Stallholders should retain a copy of the Regulations for your records or may refer to a current copy of the Regulations on the Townsville Rotary Markets website

**Site** means an area within the Market that is designated by the Manager for the purposes of Trading Activity by a Stallholder. This area will usually be indicated by ground markers. Any alternative area will be defined by the Manager and indicated in writing to the Stallholder as a condition of consent.

**Stallholder** means a person, persons or legal entity and their employees, staff, agents or representatives that have been granted consent by the Manager to occupy a Site and undertake Trading Activity at the Market on either a regular or casual basis.

**Stallholder Permit** means the completed form provided by the Manager to the Stallholder listing the Approved Products and which must be on display at the Site at all times while trading

**Site Fee** means the amount charged by the Manager and payable by the Stallholder as consideration for the opportunity provided by the Manager to the Stallholder to undertake Trading Activity at the Market. The Site Fee amount is included in the Bylaws .

**Trade at the Market** means occupy a Site and undertake trading activity

**Trading Activity** means activity where goods or services are offered for sale, sold or promoted; or activity undertaken with the aim of promoting or increasing awareness of the Stallholder or the Stallholder's products and/or services.

**Traffic Control Plan** means the Townsville Rotary Markets Traffic Control Plan as amended from time to time.

Words in the singular include plural and in the plural include the singular. Where there is more than one person, partner or legal entity noted on these

Regulations then these Regulations shall apply jointly and severally.

## **Days of Operation**

Cotters Market and Willows Rotary Market operates every Sunday, Strand Night Market operates on the first Friday of the month, from May to December except for those dates that are cancelled due to circumstances beyond the Manager's control including, but not limited to; weather, special events; site maintenance; construction or building works; security or safety issues, etc.

Stallholders will not be entitled to any compensation or penalty in the case of cancellation regardless of whether any notice has been given.

During certain times of the year the Market may trade for a number of Additional Trading Days. Stallholders who have a regular Site allocated to them are required to trade during the Additional Trading Days wherever possible.

## **Trading Hours**

Trading Activity is permitted during the Trading Hours detailed in the Bylaws.

All Sites must be set up and ready to trade at the commencement of the Trading Hours.

It is the responsibility of the Stallholder to continue trading for the full duration of the Market's Trading Hours.

Stallholders must cease trading and commence packing at the end of the Trading Hours and must ensure they are off site within the time specified in the Bylaws.

Stallholders who have booked a Site and pre-paid their Site Fee shall be entitled to a Site only until one hour prior to the Commencement of Trading Hours. Stallholders who have not occupied their Site by this time will forfeit their Site booking, will not be entitled to any credit or refund of Site fees and the Manager reserves the right to allocate the Site to another Stallholder.

## **Approved Products**

A Stallholder may only offer for sale Approved Products as agreed to by the Management.

To vary the Approved Product/s, a Stallholder must submit a new Application Form that describes the proposed new product/s to the Manager. The Manager will subsequently review the Application Form, advise the Stallholder as to whether their application has been successful or not and, if required, issue a new Stallholder Permit.

The Manager may cancel a Stallholder's approval to occupy a Site at the

Market if the merchandise offered for sale is substantially different from the Approved Product, is of poor quality or fails to meet the approved criteria.

In order to ensure variety, a high standard of goods and a limited number of Sites in each product category at the Market, Management reserves the right to reject applications and not to enter into correspondence or otherwise explain the reasons for its decisions.

Stallholders are not permitted to sell offensive, illegal, prohibited, counterfeit or unauthorised goods including goods bearing trademarks for which the Stallholder does not have a license to sell.

If food of any description whatsoever is sold by a Stallholder, then that Stallholder is required to comply with relevant local government and other statutory laws and regulations. All Food sites MUST have impervious flooring (tarp or similar) under their site to eliminate spills and stains.

## **Sites**

The Stallholder acknowledges that the Manager's consent to the Stallholder to occupy a Site at the Market may not be assigned to any other person and does not convey any right to any particular location for a Site. Stallholders must locate their Sites as directed by the Manager who is authorised to determine and change the layout for Sites from time to time.

The Stallholder must ensure that all Trading Activity is undertaken within the boundaries of the Site.

The Stallholder may request from the Manager permission to utilise extra space at the Market and if the request is granted, the Manager reserves the right to charge an additional Site Fee in respect of the additional space.

## **Site Fees**

Site Fees and the method of payment are outlined in the Bylaws. A failure to pay the Site Fee on time is a breach of these Regulations.

Stallholders who pay by a cheque that is dishonoured will be charged an Administration Fee of \$25.00.

## **Vehicle and Traffic Control**

Stallholders must comply with the terms of the Market's Traffic Control Plan (as amended from time to time) and must abide by the instructions of the Manager & staff regarding the movement and parking of vehicles at the Market, on the public roads and in areas within the immediate vicinity of the

Market. Failure to observe and comply with the Market Traffic Control Plan (as amended from time to time) is considered to be a major breach of the Stallholder's obligations and the Manager reserves the right to refuse the offending Stallholder permission to occupy a Site at the Market on the day of the infringement and on any future date.

## **Set Up and Pack Up**

The hours of Set up and Pack up are outlined in the Bylaws.

Stallholders must abide by the instructions of the Manager & staff in relation to traffic control.

In the interests of Occupational Health & Safety, Stallholders must strictly comply with specific times in relation to the set up and pack up of the Market. Setting up and packing up a Site outside of the designated times may be hazardous to other persons and, as such, a failure to observe and comply with the time restrictions for set up and pack up is considered to be a major breach of the Stallholder's obligations and the Manager reserves the right to refuse the offending Stallholder permission to occupy a Site at the Market on the day of the infringement and on any future date.

## **Insurance**

Regular Stallholders are required to have Public Liability insurance for the amount of \$10,000,000.00.

Regular Stallholders are required to provide the Manager with evidence of any current public liability policy they hold

The policy in this regard is: "No Paperwork – No Site".

The Manager has taken out public liability insurance for the amount of \$20,000,000.00 on behalf of Casual Stallholders. The Manager reserves the right to offer a discounted Site Fee to Casual Stallholders who have their own insurance policy. Casual Stallholders are required to evidence any public liability policy they hold in order to be eligible for the discounted Site Fee rate.

The policy in this regard is: "No Paperwork – No Discount".

## **Equipment**

The Equipment supplied by the Manager is described in the Bylaws.

The Manager does not warrant that any equipment provided by the Manager for use by the Stallholder is fit for the Stallholder's use and shall not be responsible for any damage caused by any failure or malfunction of the

equipment.

It is the Stallholder's responsibility to ensure that all equipment brought to the Market by the Stallholder has been erected securely, is operated in a safe manner and has been ballasted against strong winds prior to the commencement of trade.

All Site equipment including racks, tables, equipment, signage; etc must be located within Site boundaries. Public access ways must be kept clear at all times and Stallholders must cooperate with the Manager in ensuring that an appropriate corridor is maintained along the pedestrian pathways.

## **Weather**

The Market may operate in varying weather conditions.

It is the responsibility of the Stallholder to bring their own covers and other equipment for the purpose of protection in adverse weather conditions.

If the Market proceeds in the case of inclement or adverse weather conditions, it is solely at a Stallholder's discretion as to whether the Stallholder will set up, commence, continue trading, cease trading, or pack up on the day. Except in the case of extreme weather conditions, the Stallholder must advise the Market Coordinator of their intention to cease trading and pack up.

The Manager will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.

## **Signage**

Stallholders may not erect any advertising display or signage unless the Stallholder has received the Manger's consent to display such advertising display or signage.

## **Power and Equipment Requirements**

Stallholders must ensure that all electrical equipment and leads utilised by the Stallholder at the Site are tagged in compliance with relevant workplace regulations and such tags must be available for inspection at all times.

## **Waste Management**

Stallholders are required to remove from the Market on leaving, all garbage, waste, litter and other rubbish that the Stallholder has either brought onto the Market or obtained at the Market. The garbage bins provided at the Market are for the purpose of the disposal of litter by the general public and are not available for the disposal of Stallholder's bulk waste or packaging materials.

At the end of the day's trading, the Stallholder is required to clean their site and ensure that it is clear of discarded rubbish, fruit/vegetable scraps, empty packing containers and waste materials.

Any Stallholder found to be utilising the Market rubbish bins for the removal of the Stallholder's bulk waste or packaging material shall be requested to discontinue such activity and may incur a waste fee. Stallholders may be refused permission to occupy a Site if this activity continues or persists and appropriate warnings have been given by the Manager.

## **Stallholder Obligations**

The Stallholder agrees that at any time while the Stallholder is at the Market, the Stallholder will:

- respond co-operatively to any direction given by The Manager in relation to the operation and occupation of their Site, equipment, goods and vehicle during set up and pack up activities and any direction of a security or safety nature;
- ensure that their activities do not endanger the safety or security of any people at the Market;
- not cause any damage, make alterations or additions of any nature to, or carry out any works of any nature to equipment supplied to the Stallholder and that, if any such damage is caused, the costs of any repairs, making good or replacement are borne by the Stallholder;
- leave the site in the condition in which it was before the Site was set up for the day and that if any damage is caused to the site, then costs of making good shall be borne by the Stallholder;
- not operate or use any amplified sound equipment of any nature without the express written permission of the Manager;
- keep the Market and its immediate surrounds clean, tidy, presentable and free from waste and rubbish;
- ensure that nothing is done at the Market which is illegal, obscene, offensive, dangerous or otherwise creates a nuisance or causes damage, disturbance, annoyance, injury or obstruction to any owner, occupier or user of any nearby land or premises;
- report to the Manager any incident or accident to any person or property that involves loss or could be expected to give rise to a Claim;
- ensure that any accident involving any injury to any person, or any loss of or damage to any property within the Market (including any defect,

failure or lack of repair at the Market) which may give rise to a danger or risk to others, is reported directly to the Manager;

- vacate the Market immediately after being requested to do so by the Manager;
- not use the Market for any purpose other than the display and sale of Approved Products; and
- not place or affix any product or signage to any Regular building, structure, shopfront, play apparatus or vegetation.

## **Stallholder Responsibilities**

The Stallholder agrees that at any time while the Stallholder is at the Market, the Stallholder is responsible for:

- safety of all equipment brought by the Stallholder to the Market;
- safety of their employees, staff, agents or representatives that may occupy the Stallholder's Site; and
- cost of all repairs or replacement of any items belonging to the Manager that is damaged by the Stallholder
- cost of all repairs or replacement of any items belonging to Flinders St Traders that is damaged by the Stallholder
- cost of all repairs or replacement of any items belonging to Townsville City Council that is damaged by the Stallholder
- cost of all repairs or replacement of any items belonging to other Stallholders that is damaged by the Stallholder

## **Warranties and Representations of Stallholders**

The Manager 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 Manager that is not expressly contained in these Regulations
- the Stallholder is responsible for obtaining all relevant permits and permits required to operate the Stallholder's 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; and
- the Stallholder will comply with all of the terms contained in these

Regulations and will comply with any changes to the Market Regulations, or any relevant local government and other statutory laws and regulations.

Without limiting the generality of these terms, the Stallholder acknowledges and agrees the Manager 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;
- anything occurring off the Market site, including anything that occurs at Market; or
- damage or injury to any property or person.

These limitation provisions are intended to replace any other terms, conditions, warranties and representations implied by statute or otherwise and, accordingly, all such terms are excluded unless the following applies. Certain legislation may imply warranties or conditions or impose obligations on the Manager which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. The limitation provisions are subject to these statutory provisions. In particular, if the statutory provisions apply, the Manager's liability is not limited, in the case of any legislation that prevents any limitation the Manager's liability or, if the legislation does permit a limitation of liability, the Manager's liability is limited to the cost of the Manager refunding the Site Fee.

## **Stallholder Indemnity**

Without limiting the generality of any other provision of these Regulations, the Stallholder hereby indemnifies and holds the Manager harmless 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 suffered by the Stallholder;
- 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 of 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 Regulations by the Stallholder; or
- any legal costs on a full indemnity basis incurred by the Manager as a result of the Stallholder's breach of these Regulations.

## **Exclusion Liability**

**of** The Stallholder acknowledges and agrees that the Manager makes no warranty or representation in relation to or in connection with the Stallholder's occupation or use of the Market. Without limiting the generality of this clause, the Stallholder acknowledges and agrees that the Manager has made no warranty or representation in relation to or in connection with:

- the prospects of the Stallholder for selling the Approved Products at the Market;
- the Stallholder's access to people visiting the Market or the access those people have to the Stallholder;
- the existence, number or quality of products that will compete with the Approved Products for the attention of prospective buyers;
- the existence or extent of services and/or facilities of any kind at the Market;
- the position within the Market that the Stallholder will occupy;
- the suitability of the Market for any particular purpose or the existence of any latent or patent defect at the Market;
- the extent, if any, to which other visitors to the Market might interfere with the Stallholder's use of the Market;
- the existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the Manager;
- the existence or extent of any security measures undertaken to protect the Stallholder, the Approved Products and/or the Market against terrorist or other criminal activity; or
- the existence or extent of any security at the Market.

## **Manager's Representations**

The Manager's 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 the Manager at any time in writing and without any period of notice. The Manager 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 good or service offered by the Stallholder which are not Approved Products; or
- request that the Stallholder undertake any reasonable measure which in the opinion of the Manager will improve the safety of the Site or to raise the level presentation of the Site and its products

## Termination

A Stallholder who has booked for and pre-paid their Site Fee will not be entitled to a refund or credit if they elect to cease trading and terminate their booking. All pre-paid Site Fees must be traded out.

The Manager 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 Regulations, including where a Stallholder:

- fails to pay their Site Fee in a timely manner;
- fails to abide by the Market's 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 Traffic Control Plan;
- fails to limit the products offered for sale as approved;
- commits a criminal act at the Market;
- behaves in a manner that breaches the Market's Code of Conduct; or
- behaves in a manner that brings the Market into disrepute

A Stallholder who has had their Right to Trade terminated may lodge an appeal in writing to the Rotary Markets Complaints Officer, who will review the matter and make recommendation to the Markets Director whether or not the termination should be withdrawn or altered in some way.

## **Guarantor's Obligations**

The Manager will not permit a Stallholder to attend the Market if the Stallholder is anyone other than a natural person unless a Guarantor, approved by the Manager, is also a party to it.

In consideration of the Manager permitting the Stallholder to attend the Market, the Guarantor unconditionally and irrevocably guarantees to the Manager the due and punctual performance and observance of the Stallholder's obligations as outlined in these Regulations ('Stallholder's Obligations').

In consideration of the Manager permitting the Stallholder to attend the Market, the Guarantor unconditionally and irrevocably indemnifies the Manager and agrees to keep the Manager indemnified on demand against any loss suffered by the Manager arising out of:

- any failure by the Stallholder to duly and punctually perform and observe the Stallholder's Obligations; or
- any Stallholder's Obligations being ineffective for any reason whatsoever.
- This guarantee and indemnity will not be abrogated, altered, prejudiced or affected in any way by any of the following:
- the Manager releasing or varying in full or part, any right that it may have against the Stallholder or the Guarantor;
- the Manager neglecting or forbearing to enforce the terms of these Regulations;
- these Regulations being illegal, invalid, void, voidable or unenforceable for any reason; or
- if a receiver, receiver and manager, liquidator, administrator, or controller is appointed to the Stallholder.

# Bylaws of Cotters Markets

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These Bylaws forming part of the Regulations of Cotters Markets are essential terms and conditions of the Regulations and include operational matters that may change from time to time. The Manager will provide to the Stallholder a minimum of 14 days' notice in respect of any changes that may apply to items included in the Bylaws.

## Further Definitions

In these Bylaws:

We means the Manager

You means the Stallholder

Market Director means the member of the Rotary Club of Thuringowa Central who has been elected to act in the role of Market Director for a determined period of time

Complainant means a Stallholder, volunteer, member of the public, Council Officer or Flinders Trader

Market Coordinator means the representative of the Manager who is rostered on to run the Market on a specific day

## Additional Trading Days

To be confirmed

## Application Form

All Stallholders must consent to the Regulations of Cotters Market by completing an Application Form.

The Manager will not grant consent to the Stallholder to occupy a Site at the Market prior to having received an Application Form that has been fully completed by the Stallholder.

## Trading Days and Hours

Every Sunday – 8.30am to 1pm , except for Christmas Day, 25 December and New Year's Day, 1 January, where these fall on a Sunday

## Site Fees (GST included)

Regular Stallholder - \$25.00

Casual Stallholder (no P/L insurance) \$30.00

Casual Stallholder (own P/L insurance) \$25.00

Power - \$3 per outlet

A Site Fee paid in respect of a particular date may only be transferred to another day at the discretion of the Manager

## Method of Payment of Site Fees

Cotters Market operates on a pay-on-the-day basis. Rotary representatives will visit each site in turn and collect fees. To assist in this process, please be prepared with the correct amount of cash when collection is made.

While payment on the day is the preferred method, in certain circumstances you may be able to pre-pay your site fees. Please contact the Markets Manager to arrange pre-payment. Methods for pre-payment are:

By Electronic Funds Transfer:

Account Name: Rotary Club of Thuringowa Central

Bank: Westpac            Branch: Aitkenvale, QLD

BSB: 034 2123            Account No: 354 105

Then email Remittance Advice to [bookings@townsvillerotarymarkets.com.au](mailto:bookings@townsvillerotarymarkets.com.au)

***WHEN DOING AN ELECTRONIC TRANSFER YOU MUST INCLUDE YOUR SURNAME & SITE NUMBER ON THE SECTION WHICH WILL APPEAR ON THE RECEIVER'S STATEMENT. OTHERWISE WE CANNOT IDENTIFY WHO THE PAYMENT CAME FROM AND YOUR ACCOUNT WILL NOT BE CREDITED.***

In Person:

Payments via cash or cheque only will be accepted at:

Austech Toner Solutions – Castletown

Austech is located on the outside of the Centre between the Westpac Bank and Post Office entrances. Payments accepted between 9am and 5pm – Monday to Friday

Credit Card:

Credit Card payments are accepted over the phone by calling 0417 721 822 – 10am to 2pm - Tuesday to Friday or email a payment form to [bookings@townsvillerotarymarkets.com.au](mailto:bookings@townsvillerotarymarkets.com.au)

## **Refunds and Credits**

Site fees will be credited to a future booking only if cancelled by Friday 2.00 pm.

In cases of extenuating circumstances site fees may be credited if cancellation is advised either by phone or email no less than one (1) hour prior to commencement of market. This will be at the Manager's discretion.

Site Fees are not refundable and credits must be traded out.

No credits or refunds are issued in the case of bad weather.

## **Site Sizes**

Standard undercover sites, as indicated on the Market map, are all 2m deep x 3m wide

Standard gazebo sites, as indicated on the Market map, are all 3m deep x 3m wide

Food vendor sites, as indicated on the Market map, are all 3m x 3m

## **Equipment to be Supplied by Stallholder**

Gazebo's, umbrellas, shade structures, tables, chairs and display equipment. Note that all tables must be fitted with covers that drop to within 30 cm from the ground.

Electrical leads and power boards if power has been requested. Please note all electrical equipment must be tested and tagged before being used at the Market.

## **Set Up and Pack Up Times**

You may commence set up 3 hours prior to the commencement of Trading

Hours.

Your vehicle is permitted to be on Flinders St or Flinders Square for a maximum of 20 minutes.

Your vehicle must be parked so as to ensure clear access is available to passing vehicles

All Stallholders must have left the Market site by 2pm

For more information refer to our Traffic Control Plan.

## **Eligible Products**

Arts, craft, jewellery, home wares, exotic items, designer fashions, home baking, fresh produce and much more. A limited number of food Sites are permitted.

## **Unacceptable Products**

Products that in the Manager's reasonable opinion are not appropriate to be sold at the Market, and include goods bearing registered trademarks, which are not genuine products; items and services of an 'adult' nature which are not suitable for a public forum; items associated with the illegal use of drugs; and items not in accordance with the relevant Australian Standards; items of a second hand nature and other items notified by the Manager to a Stallholder from time to time.

## **Public Liability Insurance**

All regular Stallholders MUST have their own Public Liability insurance with a minimum coverage of \$10,000,000

A copy of the public liability insurance certificate must be attached to the application form. No Certificate – No Site!!

Regular Stallholders must ensure that a valid insurance certificate is provided to the Manager at all times.

Casual Stallholders will be covered by The Manager's insurance

Casual Stallholders that hold their own insurance cover will be granted a \$5 discount on their site fee but MUST include a copy of a valid insurance certificate with their application

## **Adverse Weather Conditions**

The Market WILL NOT be cancelled in the event of wet weather – The Markets is conducted in the open air, it is not a covered market and will

operate in varying weather conditions including wet weather

NO refunds/credits are issued to any Stallholder if the weather deteriorates during the day.

NO refunds are issued to any Stallholder if the market is cancelled by Rotary due to adverse weather conditions. Prepaid site fees will be credited to the stallholder for a future booking.

It is the responsibility of the Stallholder to bring their own covers and other equipment for the purpose of protection in adverse weather conditions

You should not apply for a Site unless you are prepared to take the risk on weather

## **Exceptional Weather Conditions**

The Manager reserves the right to cancel the entire Market if weather conditions are considered too dangerous to trade, in particular, in the case of actual or predicted cyclonic activity.

No refunds are issued to any Stallholder if the market is cancelled due to exceptional weather conditions. Prepaid site fees will be credited to the stallholder for a future booking.

Stallholders are not allowed to trade once the Market has been cancelled, irrespective of improvements in the weather

Stallholders who trade in contravention of the cancellation of the Markets by the Manager are deemed to have committed a serious breach of these regulations and will have their right to trade withdrawn immediately

Stallholders will be advised of the cancellation of the market in any/all of the following ways:

- Message on the Call Centre answering machine
- Bulk Email
- Home page message on the Markets website
- Advice on local radio stations

## **Access to Power**

Stallholders requiring access to power must request such on their application form as not all sites have power

The use of double adaptors is not permitted. Weatherproof power boards with

circuit breakers must be used.

## **Parking**

Stallholder parking is available at the Walker St, St James and Flinders St East carparks.

Stallholders **MUST** park in areas designated in the Traffic Control Plan. Failure to do so is considered to be a major breach of the Stallholder's obligations and the Manager reserves the right to refuse the offending Stallholder permission to occupy a Site at the Market on the day of the infringement and on any future date.

Please refer to the Traffic Control Plan for more information

## **Vehicles**

Vehicles must travel at no more than 5kph when driving within the Market.

Vehicles must turn hazard lights on when driving within the Market

Vehicles must enter from Stanley St St and exit via Denham St

Stallholders must comply with local traffic rules and regulations on the public roads and in areas in the immediate vicinity of the Market and must not park illegally, double park in traffic lanes, park in driveways, queue across traffic intersections, undertake illegal U turns or traffic manoeuvres, or otherwise hinder traffic in the streets surrounding the Market during set up or pack times

Vehicles must display the Townsville Rotary Market access sticker on the lower passenger side of their windscreen. No Sticker – No Entry!!

No vehicle is allowed to enter the market site after 8am or before 1pm.

All vehicles must have left the market site by 8.15am

No vehicle can remain inside the market site during trading hours unless permission is granted by the Manager

Stallholder vehicles can enter the Market to pack up only after the Manager has removed the Market barriers, or otherwise signalled that vehicle access is allowed.

No vehicles are to be driven on the footpath

Please refer to the Traffic Control Plan for more information

## **Absence from the Markets**

A Regular Stallholder is entitled to eight weeks leave, in total, per calendar

year.

A Regular Stallholder who is absent for more than eight weeks per calendar year will lose their right to trade at subsequent Markets and must reapply as a Casual Stallholder

Regular Stallholders who intend to take leave must complete a Holiday Form and return it to the Manager, either via email or at the Market. Holiday Forms can be obtained from the Market or downloaded from the website [www.townsvillerotarymarkets.com.au](http://www.townsvillerotarymarkets.com.au)

A Regular Stallholder unable to attend the Market must notify the Manager as soon as possible to allow the Site to be released for casual use. Notification can be via email on [bookings@townsvillerotarymarkets.com.au](mailto:bookings@townsvillerotarymarkets.com.au) or via SMS to 0417 721 822 or via the Call Centre on 0417 721 822

A Regular Stallholder who fails to attend two consecutive markets without notifying the Manager will lose their regular site at subsequent Markets and must reapply as a Casual Stallholder

## Casual Stallholder

A casual Stallholder is someone who has been granted a permit to trade on a specific date or between a predetermined set of dates.

A casual Stallholder may attend the Market no more than twelve times per year or at the Market Director's discretion

A casual Stallholder must complete a new Application Form for each individual visit or series of visits

A casual Stallholder is entitled to a discount on the casual Stallholder site fee if they hold their own Public Liability insurance

A casual Stallholder may apply to become a Regular Stallholder after they have attended no less than four consecutive weekly or fortnightly markets.

A casual Stallholder needs to book either online or through the Call Centre by 2pm the Friday afternoon prior to their required date.

A casual stallholder who books and fails to attend without notifying the Manager may have future applications to attend any TRM rejected.

Casual site allocations may be subject to change due to unforeseen circumstances up to and including the day of trade.

## **Stallholder Communication**

All Stallholders are required to have a valid email address

The Manager will communicate to all Regular Stallholders any changes to the Market program either through a newsletter, verbal communication onsite or via email

Site allocations will be emailed each Thursday. Stallholders who do not receive an email should phone the Call Centre to confirm their booking

## **Staffing of the Market**

The Manager will be onsite one hour before the commencement of the Market Trading Hours

## **Complaints**

Any person wishing to make a complaint during Market Trading Hours is requested to discuss their complaint with the Markets Coordinator on the day to determine whether or not an amicable resolution is able to be effected immediately.

Anyone wishing to make a complaint outside Market Trading Hours is requested to obtain an internal Complaints Form from the Townsville Rotary Markets website – [www.townsvillerotarymarkets.com.au](http://www.townsvillerotarymarkets.com.au) and either email or post in the completed form

Complainants not satisfied with an outcome should download a form from Townsville City Council's website ([townsville@qld.gov.au](mailto:townsville@qld.gov.au)). Fill it in and send it to the 'Representative for Cotters Markets', Townsville City Council, PO Box 1268, Townsville QLD 4810.

## **Busking**

Busking is permitted in the Market, provided that prior permission has been obtained from the Markets Operation Manager or the Markets Coordinator.

The busker must perform in the location they have been allocated by either the Markets Operation Manager or the Markets Coordinator

If busking occurs without such permission the busker will be directed to cease immediately and leave the Market.

The Manager reserves the right to limit the time a busker may perform at the Market or in any particular location

## **Surveys,**

Stallholders, members of the public, Council Officers, Flinders Traders or

## **Petitions, Written Notices**

others must not conduct surveys, circulate petitions or distribute any form of written material, flyers, pamphlets etc without prior written consent from the Market Director

## **Stallholder Code of Conduct**

Stallholders must ensure that they:

- Comply with the lawful instructions of the Manager in a prompt manner
- Minimise vehicular traffic movements within the Market
- Comply with Emergency Access requirements
- Do not use buildings, trees or other structures on or adjoining the Market for the purpose of securing any object
- Do not interfere with public pedestrian access or access to & from adjoining properties;
- Be considerate towards neighbouring businesses adjoining the Market;
- Do not bring or allow animals to remain at the Market;
- Do not conduct themselves in a violent, abusive or offensive manner;  
or
- Do not occupy a Site whilst under the influence of alcohol or illegal drugs.
- Do not smoke inside the Market boundary

## **Market Structure and Product Mix**

The Manager reserves the right to determine the structure of the Markets Approved Products

Market Structure is currently set at:

- 70% handmade, self-made, homegrown products
- 10% commercial products
- 5% tourism products
- 5% takeaway food and drink
- 5% community and promotional
- 5% casual

Vacant sites each week will revert to casual

The Manager reserves the right to determine the mix of the Markets Approved Products

The Manager reserves the right to amend or alter this structure or product mix at any time

## **Manager's Contact Details**

Operations Manager – Christine McKenzie

Post: PO Box 1370 Thuringowa Central Q 4817

Office Hours: Tuesday to Friday, 10am to 2pm and during Market Trading

Telephone: 0417 721 822

Email: [bookings@townsvillerotarymarkets.com.au](mailto:bookings@townsvillerotarymarkets.com.au)

Web: [www.townsvillerotarymarkets.com.au](http://www.townsvillerotarymarkets.com.au)

# Bylaws of Willows Rotary Market

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These Bylaws form part of the Regulations of Willows Rotary Market are essential terms and conditions of the Regulations and include operational matters that may change from time to time. The Manager will provide to the Stallholder a minimum of 14 days' notice in respect of any changes that may apply to items included in the Bylaws.

## Further Definitions

In these Bylaws:

We means the Manager

You means the Stallholder

Market Director means the member of the Rotary Club of Thuringowa Central who has been elected to act in the role of Market Director for a determined period of time

Complainant means a Stallholder, volunteer, member of the public, Council Officer or Flinders Trader

Market Coordinator means the representative of the Manager who is rostered on to run the Market on a specific day

## Additional Trading Days

To be confirmed

## Application Form

All Stallholders must consent to the Regulations of Willows Rotary Market by completing an Application Form.

The Manager will not grant consent to the Stallholder to occupy a Site at the Market prior to having received an Application Form that has been fully completed by the Stallholder.

## Trading Days and Hours

Every Sunday – 7:30am to 11:30am except for Christmas Day, 25 December and New Year's Day, 1 January, where these fall on a Sunday

## Site Fees (GST included)

Regular Standard Stallholder - \$20.00

Regular Premium Stallholder - \$25.00

Casual Standard Stallholder (no P/L insurance) \$25.00

Casual Standard Stallholder (own P/L insurance) \$20.00

Casual Premium Stallholder (no P/L insurance) \$30.00

Casual Premium Stallholder (own P/L insurance) \$25.00

Power - \$3 per outlet

Table - \$5 each

Umbrella - \$5 each

A Site Fee paid in respect of particular date may only be transferred to another day at the discretion of the Manager

## Method of Payment of Site Fees

Willows Market operates on a pay-on-the-day basis. Rotary representatives will visit each site in turn and collect fees. To assist in this process, please be prepared with the correct amount of cash when collection is made.

While payment on the day is the preferred method, in certain circumstances you may be able to pre-pay your site fees. Please contact the Markets Manager to arrange pre-payment. Methods for pre-payment are:

By Electronic Funds Transfer:

Account Name: Rotary Club of Thuringowa Central

Bank: Westpac                      Branch: Aitkenvale, QLD

BSB: 034 2123                      Account No: 354 105

Then email Remittance Advice to [bookings@townsvillerotarymarkets.com.au](mailto:bookings@townsvillerotarymarkets.com.au)

**WHEN DOING AN ELECTRONIC TRANSFER YOU MUST INCLUDE YOUR**

***SURNAME & SITE NUMBER ON THE SECTION WHICH WILL APPEAR ON THE RECEIVER'S STATEMENT. OTHERWISE WE CANNOT IDENTIFY WHO THE PAYMENT CAME FROM AND YOUR ACCOUNT WILL NOT BE CREDITED.***

In Person:

Payments via cash or cheque only will be accepted at:

Austech Toner Solutions – Castletown

Austech is located on the outside of the Centre between the Westpac Bank and Post Office entrances. Payments accepted between 9am and 5pm – Monday to Friday

Credit Card:

Credit Card payments are accepted over the phone by calling 0417 721 822 – 10am to 2pm - Tuesday to Friday or email a payment form to [bookings@townsvillerotarymarkets.com.au](mailto:bookings@townsvillerotarymarkets.com.au)

## **Refunds and Credits**

Site fees will be credited to a future booking only if cancelled by Friday 2.00 pm.

In cases of extenuating circumstances site fees may be credited if cancellation is advised either by phone or email no less than one (1) hour prior to commencement of market. This will be at the Manager's discretion

Site Fees are not refundable and credits must be traded out.

No credits or refunds are issued in the case of bad weather.

## **Site Sizes**

Standard sites, as indicated on the Market map, are all 6m deep x 2.8m wide

Premium sites

Y & J rows - 6m deep x 2.8m wide. Vehicles are permitted to remain in parking bays directly behind these sites

Walkway sites – 6m deep x 2.8m wide

Top/End row sites – 4m deep x 6m wide

D1 & 2/E1 & 2 – 6m deep x 4.2m wide

P row – 3m deep x 3m wide

### **Equipment to be Supplied by Stallholder**

Gazebo's, umbrellas, shade structures, tables, chairs and display equipment. Electrical leads and power boards if power has been requested. All electrical equipment must be tested and tagged before being used at the Market.

### **Set Up and Pack Up Times**

You may commence set up 3 hours prior to the commencement of Trading Hours.

Your vehicle is permitted to be on the market site for a maximum of 20 minutes.

Your vehicle must be parked so as to ensure clear access is available to passing vehicles

All Stallholders must have left the Market site by 12.30pm

For more information refer to our Traffic Control Plan.

### **Eligible Products**

Arts, craft, jewellery, home wares, exotic items, designer fashions, home baking, fresh produce, 2<sup>nd</sup> hand books, antiques/collectables and much more.

A limited number of food Sites are permitted.

### **Unacceptable Products**

Products that in the Manager's reasonable opinion are not appropriate to be sold at the Market, and include goods bearing registered trademarks, which are not genuine products; 2<sup>nd</sup> hand goods/bric'a'brac (except by special permission only); items and services of an 'adult' nature which are not suitable for a public forum; items associated with the illegal use of drugs; and items not in accordance with the relevant Australian Standards; and other items notified by the Manager to a Stallholder from time to time. Also, no pets, cats, dogs etc to be sold at Willows Rotary Markets.

Coffee, ice cream and other items that replicate goods sold by traders within the Willows Shopping Centre

## **Public Liability Insurance**

All regular Stallholders MUST have their own Public Liability insurance with a minimum coverage of \$10,000,000

A copy of the public liability insurance certificate must be attached to the application form. No Certificate – No Site!!

Regular Stallholders must ensure that a valid insurance certificate is provided to the Manager at all times.

Casual Stallholders will be covered by The Manager's insurance

Casual Stallholders that hold their own insurance cover will be granted a \$5 discount on their site fee but MUST include a copy of a valid insurance certificate with their application

## **Adverse Weather Conditions**

The Market WILL NOT be cancelled in the event of wet weather – The Markets is conducted in the open air, it is not a covered market and will operate in varying weather conditions including wet weather

NO refunds/credits are issued to any Stallholder if the weather deteriorates during the day.

NO refunds are issued to any Stallholder if the market is cancelled by Rotary due to adverse weather conditions. Prepaid site fees will be credited to the stallholder for a future booking.

It is the responsibility of the Stallholder to bring their own covers and other equipment for the purpose of protection in adverse weather conditions

You should not apply for a Site unless you are prepared to take the risk on weather

## **Exceptional Weather Conditions**

The Manager reserves the right to cancel the entire Market if weather conditions are considered too dangerous to trade, in particular, in the case of actual or predicted cyclonic activity.

No refunds are issued to any Stallholder if the market is cancelled due to exceptional weather conditions. Prepaid site fees will be credited to the stallholder for a future booking.

Stallholders are not allowed to trade once the Market has been cancelled,

irrespective of improvements in the weather

Stallholders who trade in contravention of the cancellation of the Markets by the Manager are deemed to have committed a serious breach of these regulations and will have their right to trade withdrawn immediately

Stallholders will be advised of the cancellation of the market in any/all of the following ways:

- Message on the Call Centre answering machine
- Bulk Email
- Home page message on the Markets website
- Advice on local radio stations

## Access to Power

Stallholders requiring access to power must request such on their application form as not all sites have power

The use of double adaptors is not permitted. Weatherproof power boards with circuit breakers must be used.

## Parking

Stallholders must park either behind the Shell service station on Carthew St or behind the Target entrance on Kern Bros Drive.

Stallholders **MUST** park in areas designated in the Traffic Control Plan. Failure to do so is considered to be a major breach of the Stallholder's obligations and the Manager reserves the right to refuse the offending Stallholder permission to occupy a Site at the Market on the day of the infringement and on any future date.

Please refer to the Traffic Control Plan for more information

## Vehicles

Vehicles must travel at no more than 5kph when driving within the Market.

Vehicles must turn hazard lights on when driving within the Market

Vehicles must enter from the shopping centre side closest to their designated row and travel down the row, exiting from the Hungry Jacks/McDonalds end.

Stallholders must comply with local traffic rules and regulations on the public roads and in areas in the immediate vicinity of the Market and must not park illegally, double park in traffic lanes, park in driveways, queue across traffic

intersections, undertake illegal U turns or traffic manoeuvres, or otherwise hinder traffic in the streets surrounding the Market during set up or pack times

No vehicle is allowed to enter the market site after 7:30am or before 11:30am.

All vehicles must have left the market site by 7:30am

No vehicle can remain inside the market site during trading hours unless the vehicle is part of the stall, i.e. refrigerated truck, and permission is granted by the Manager

Stallholder vehicles can enter the Market to pack up only after the Manager has removed the Market barriers, or otherwise signalled that vehicle access is allowed.

No vehicles are to be driven on the footpath

Please refer to the Traffic Control Plan for more information

## **Absence from the Markets**

A Regular Stallholder is entitled to eight weeks leave, in total, per calendar year.

A Regular Stallholder who is absent for more than eight weeks per calendar year will lose their right to trade at subsequent Markets and must reapply as a Casual Stallholder

Regular Stallholders who intend to take leave must complete a Holiday Form and return it to the Manager, either via email or at the Market. Holiday Forms can be obtained from the Market or downloaded from the website [www.townsvillerotarymarkets.com.au](http://www.townsvillerotarymarkets.com.au)

A Regular Stallholder unable to attend the Market must notify the Manager as soon as possible to allow the Site to be released for casual use. Notification can be via email on [bookings@townsvillerotarymarkets.com.au](mailto:bookings@townsvillerotarymarkets.com.au) or via SMS to 0417 721 822 or via the Call Centre on 0417 721 822

A Regular Stallholder who fails to attend two consecutive markets without notifying the Manager will lose their right to trade at subsequent Markets and must reapply as a Casual Stallholder

## **Casual Stallholder**

A casual Stallholder is someone who has been granted a permit to trade on a specific date or between a predetermined set of dates.

A casual Stallholder is entitled to a discount on the casual Stallholder site fee

if they hold their own Public Liability insurance

A casual Stallholder may apply to become a Regular Stallholder after they have attended no less than four consecutive weekly or fortnightly markets.

A Casual Stallholder needs to book either online or through the Call Centre by 2pm the Friday afternoon prior to their required date.

A casual stallholder who books and fails to attend without notifying the Manager may have future applications to attend any TRM rejected

Casual site allocations may be subject to change due to unforeseen circumstances up to and including the day of trade.

## **Stallholder Communication**

All Stallholders are required to have a valid email address

The Manager will communicate to all Regular Stallholders any changes to the Market program either through a newsletter, verbal communication or via email

Site allocations will be emailed each Thursday. Stallholders who do not receive an email should phone the Call Centre to confirm their booking

## **Staffing of the Market**

The Manager will be onsite one hour before the commencement of the Market Trading Hours

## **Complaints**

Any person wishing to make a complaint during Market Trading Hours is requested to discuss their complaint with the Markets Coordinator on the day to determine whether or not an amicable resolution is able to be effected immediately. If no resolution can be reached a Complaint Form can be obtained from the Markets Coordinator and lodged on the day

Anyone wishing to make a complaint outside Market Trading Hours are requested to obtain an internal Complaints Form from the Townsville Rotary Markets website – [www.townsvillerotarymarkets.com.au](http://www.townsvillerotarymarkets.com.au) and either email or post in the completed form

## **Busking**

Busking is permitted in the Market, provided that prior permission has been obtained from the Markets Operation Manager or the Markets Coordinator.

The busker must perform in the location they have been allocated by either

the Markets Operation Manager or the Markets Coordinator

If busking occurs without such permission the busker will be directed to cease immediately and leave the Market.

The Manager reserves the right to limit the time a busker may perform at the Market or in any particular location

### **Surveys, Petitions, Written Notices**

Stallholders, members of the public, Willows Traders or others must not conduct surveys, circulate petitions or distribute any form of written material, flyers, pamphlets etc without prior written consent from the Market Director

### **Stallholder Code of Conduct**

Stallholders must ensure that they:

- Comply with the lawful instructions of the Manager in a prompt manner
- Minimise vehicular traffic movements within the Market
- Comply with Emergency Access requirements
- Do not use buildings, trees or other structures on or adjoining the Market for the purpose of securing any object
- Do not interfere with public pedestrian access or access to & from adjoining properties;
- Be considerate towards neighbouring businesses adjoining the Market;
- Do not bring or allow animals to remain at the Market;
- Do not conduct themselves in a violent, abusive or offensive manner;  
or
- Do not occupy a Site whilst under the influence of alcohol or illegal drugs.
- Do not smoke inside the Market boundary

### **Market Structure and Product Mix**

The Manager reserves the right to determine the structure of the Markets Approved Products

The Manager reserves the right to determine the mix of the Markets Approved Products

The Manager reserves the right to amend or alter this structure or product mix

at any time

## **Manager's Contact Details**

Operations Manager – Christine McKenzie

Post: PO Box 1370 Thuringowa Central Q 4817 Office Hours: Tuesday to Friday, 10am to 2pm and during Market Trading

Telephone: 0417 721 822

Email: [bookings@townsvillerotarymarkets.com.au](mailto:bookings@townsvillerotarymarkets.com.au)

Web: [www.townsvillerotarymarkets.com.au](http://www.townsvillerotarymarkets.com.au)

# Bylaws of Strand Night Markets

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These Bylaws forming part of the Regulations of Strand Night Markets are essential terms and conditions of the Regulations and include operational matters that may change from time to time. The Manager will provide to the Stallholder a minimum of 14 days' notice in respect of any changes that may apply to items included in the Bylaws.

## Further Definitions

In these Bylaws:

We means the Manager

You means the Stallholder

Market Director means the member of the Rotary Club of Thuringowa Central who has been elected to act in the role of Market Director for a determined period of time

Complainant means a Stallholder, volunteer, member of the public, Council Officer or Flinders Trader

Market Coordinator means the representative of the Manager who is rostered on to run the Market on a specific day

## Additional Trading Days

To be confirmed

## Application Form

All Stallholders must consent to the Regulations of Strand Night Market by completing an Application Form.

The Manager will not grant consent to the Stallholder to occupy a Site at the Market prior to having received an Application Form that has been fully completed by the Stallholder.

## Trading Days

The first Friday of the month between May and December from 5pm to

**and Hours**

9.30pm

The exception is July when the market is held on the 2<sup>nd</sup> Friday to coincide with the Townsville V8 Festival

**Site Fees (GST included)**

Regular Standard Stallholder - \$35.00

Regular Premium Stallholder - \$45.00

Casual Standard Stallholder (no P/L insurance) \$40.00

Casual Standard Stallholder (own P/L insurance) \$35.00

Casual Premium Stallholder (no P/L insurance) \$50.00

Casual Premium Stallholder (own P/L insurance) \$45.00

Regular Food Vendor - \$110.00

Casual Food Vendor (no P/L insurance) \$115

Casual Food Vendor (own P/L insurance) \$110

A Site Fee paid in respect of a particular date may only be transferred to another date at the discretion of the Manager

**Time for Payment of Site Fees**

Site fees must be paid one (1) week prior to the market or at the time of booking if within the one (1) week period

**Method of Payment of Site Fees**

By Electronic Funds Transfer:

Account Name: Rotary Club of Thuringowa Central

Bank: Westpac            Branch: Aitkenvale, QLD

BSB: 034 2123            Account No: 354 105

Then email Remittance Advice to [bookings@townsvillerotarymarkets.com.au](mailto:bookings@townsvillerotarymarkets.com.au)

***WHEN DOING AN ELECTRONIC TRANSFER YOU MUST INCLUDE YOUR SURNAME & SITE NUMBER ON THE SECTION WHICH WILL APPEAR ON THE RECEIVER'S STATEMENT. OTHERWISE WE CANNOT IDENTIFY WHO THE PAYMENT CAME FROM AND YOUR ACCOUNT WILL NOT BE CREDITED.***

In Person:

Payments via cash or cheque only will be accepted at:

Austech Toner Solutions – Castletown

Austech is located on the outside of the Centre between the Westpac Bank and Post Office entrances. Payments accepted between 9am and 5pm – Monday to Friday

Credit Card:

Credit Card payments are accepted over the phone by calling 0417 721 822 – 10am to 2pm - Tuesday to Friday or email a payment form to [bookings@townsvillerotarymarkets.com.au](mailto:bookings@townsvillerotarymarkets.com.au)

## **Refunds and Credits**

Site fees will be credited to a future booking only if cancelled by 2pm on the Tuesday prior.

In cases of extenuating circumstances site fees may be credited if cancellation is advised either by phone or email by 10am on the day of the market. This will be at the Manager's discretion.

Site Fees are not refundable and credits must be traded out.

No credits or refunds are issued in the case of bad weather.

## **Site Sizes**

Standard open sites, as indicated on the Market map, are all 3m deep x 4m wide

Standard gazebo sites, as indicated on the Market map, are all 3m deep x 3m wide

Premium sites , as indicated on the Market map, are all 5m deep x 4m wide

Food vendor sites, as indicated on the Market map, are all 4m deep x 5m wide

## **Equipment to be Supplied by Stallholder**

Tables, chairs, battery operated lighting and display equipment.

Fuel generators are only permitted in premium and food vendor sites

Gazebo's, umbrellas and shade structures are only permitted in premium, food vendor and standard gazebo sites. Shade structures are not permitted in open

standard sites, once the lights have been switched on.

## **Set Up and Pack Up Times**

You may commence set up from Noon on the day of the market

Your vehicle is permitted to be on Strand Park for a maximum of 20 minutes.

Your vehicle must be parked so as to ensure clear access is available to passing vehicles

No vehicles are permitted to enter the market site after 4pm

All vehicles must have left the market site by 4.15pm

Food vendors may enter market at 9.30pm

General vendors may enter market at 10pm

For more information refer to our Traffic Control Plan.

## **Eligible Products**

Arts, craft, jewellery, home wares, exotic items, designer fashions, home baking, fresh produce and much more. A limited number of food sites are permitted.

## **Unacceptable Products**

Products that in the Manager's reasonable opinion are not appropriate to be sold at the Market, and include goods bearing registered trademarks, which are not genuine products; items and services of an 'adult' nature which are not suitable for a public forum; 2<sup>nd</sup> hand/bric'a'brac, items associated with the illegal use of drugs; and items not in accordance with the relevant Australian Standards; and other items notified by the Manager to a Stallholder from time to time.

## **Public Liability Insurance**

All regular Stallholders MUST have their own Public Liability insurance with a minimum coverage of \$10,000,000

A copy of the public liability insurance certificate must be attached to the application form. No Certificate – No Site!!

Regular Stallholders must ensure that a valid insurance certificate is provided to the Manager at all times.

Casual Stallholders will be covered by The Manager's insurance

Casual Stallholders that hold their own insurance cover will be granted a \$5

discount on their site fee but MUST include a copy of a valid insurance certificate with their application

## **Adverse Weather Conditions**

The Market WILL NOT be cancelled in the event of wet weather – The Markets is conducted in the open air, it is not a covered market and will operate in varying weather conditions including wet weather

NO refunds/credits are issued to any Stallholder if the weather deteriorates during the day/night.

NO refunds are issued to any Stallholder if the market is cancelled by Rotary due to adverse weather conditions. Prepaid site fees will be credited to the stallholder for a future booking.

It is the responsibility of the Stallholder to bring their own covers and other equipment for the purpose of protection in adverse weather conditions

You should not apply for a Site unless you are prepared to take the risk on weather

## **Exceptional Weather Conditions**

The Manager reserves the right to cancel the entire Market if weather conditions are considered too dangerous to trade, in particular, in the case of actual or predicted cyclonic activity or if it is deemed that damage will be caused to Strand Park as a result of recent weather

No refunds are issued to any Stallholder if the market is cancelled due to exceptional weather conditions. Prepaid site fees will be credited to the stallholder for a future booking.

Stallholders are not allowed to trade once the Market has been cancelled, irrespective of improvements in the weather

Stallholders who trade in contravention of the cancellation of the Markets by the Manager are deemed to have committed a serious breach of these regulations and will have their right to trade withdrawn immediately

Stallholders will be advised of the cancellation of the market in any/all of the following ways:

- Message on the Call Centre answering machine
- Bulk Email

- Home page message on the Markets website
- Advice on local radio stations

## Access to Power

All stallholders, **including food vendors**, are required to supply their own power if required.

Food vendors and stallholders in premium sites are permitted to use fuel generators.

Fuel generators are NOT permitted in standard or gazebo sites.

All electrical equipment must be tested and tagged before being used in the Market.

## Parking

Stallholder parking is available in Eyre, Landsborough and Kennedy Streets. Parking within the area surrounding Strand Park bounded by these streets is not permitted.

Stallholders MUST park in areas designated in the Traffic Control Plan. Failure to do so is considered to be a major breach of the Stallholder's obligations and the Manager reserves the right to refuse the offending Stallholder permission to occupy a Site at the Market on the day of the infringement and on any future date.

Please refer to the Traffic Control Plan for more information

## Vehicles

Vehicles must travel at no more than 5kph when driving within the Market.

Vehicles must turn hazard lights on when driving within the Market

Vehicles must enter from the Rockpool side of The Strand and exit via The Watermark side of The Strand

Stallholders must comply with local traffic rules and regulations on the public roads and in areas in the immediate vicinity of the Market and must not park illegally, double park in traffic lanes, park in driveways, queue across traffic intersections, undertake illegal U turns or traffic manoeuvres, or otherwise hinder traffic in the streets surrounding the Market during set up or pack times

No vehicle is allowed to enter the market site after 4pm or before 9.30pm for food vendors and 10pm for general stallholders.

All vehicles must have left the market site by 4.15pm

No vehicle can remain inside the market site during trading hours unless permission is granted by the Manager

Stallholder vehicles can enter the Market to pack up only after the Manager has removed the Market barriers, or otherwise signalled that vehicle access is allowed.

No vehicles are to be driven on the footpath

Please refer to the Traffic Control Plan for more information

## **Absence from the Markets**

A Regular Stallholder is entitled to be absent for two (2) markets per year

A Regular Stallholder who is absent for more than two (2) markets per calendar year will lose their right to trade at subsequent Markets and must reapply as a Casual Stallholder

Regular Stallholders who intend to take leave must complete a Holiday Form and return it to the Manager, either via email or at the Market. Holiday Forms can be obtained from the Market or downloaded from the website [www.townsvillerotarymarkets.com.au](http://www.townsvillerotarymarkets.com.au)

A Regular Stallholder unable to attend the Market must notify the Manager as soon as possible to allow the Site to be released for casual use. Notification can be via email on [bookings@townsvillerotarymarkets.com.au](mailto:bookings@townsvillerotarymarkets.com.au) or via SMS to 0417 721 822 or via the Call Centre on 0417 721 822

A Regular Stallholder who has not paid their Site Fee one (1) week prior will lose their right to trade for that market and will forfeit one day of leave

A Regular Stallholder who fails to attend two consecutive markets without notifying the Manager will lose their right to trade at subsequent Markets and must reapply as a Casual Stallholder

## **Casual Stallholder**

A casual Stallholder is someone who has been granted a permit to trade on a specific date or between a predetermined set of dates.

A casual Stallholder is entitled to a discount on the casual Stallholder site fee if they hold their own Public Liability insurance

A casual Stallholder may apply to become a Regular Stallholder after they have attended no less than four consecutive weekly or fortnightly markets.

A Casual Stallholder needs to book and pay either online or through the Call Centre one (1) week prior to their required date or at the time of booking if within this period.

A casual stallholder who books and fails to attend without notifying the Manager may have future applications to attend any TRM rejected

## **Stallholder Communication**

All Stallholders are required to have a valid email address

The Manager will communicate to all Regular Stallholders any changes to the Market program either through a newsletter, verbal communication or via email

Site allocations will be emailed the week prior. Stallholders who do not receive an email should phone the Call Centre to confirm their booking

## **Staffing of the Market**

The Manager will be onsite from 8am on the day of the Market.

## **Complaints**

Any person wishing to make a complaint during Market Trading Hours is requested to discuss their complaint with the Market Coordinator on the day to determine whether or not an amicable resolution is able to be effected immediately. If unable to resolve the situation a Complaints Form can be obtained from the Market Coordinator and lodged on the night.

Anyone wishing to make a complaint outside Market Trading Hours are requested to obtain an internal Complaints Form from the Townsville Rotary Markets website – [www.townsvillerotarymarkets.com.au](http://www.townsvillerotarymarkets.com.au) and either email or post in the completed form

## **Busking**

Busking is permitted in the Market, provided that prior permission has been obtained from the Markets Operation Manager or the Markets Coordinator.

The busker must perform in the location they have been allocated by either the Markets Operation Manager or the Markets Coordinator

If busking occurs without such permission the busker will be directed to cease immediately and leave the Market.

The Manager reserves the right to limit the time a busker may perform at the Market or in any particular location

## **Surveys, Petitions, Written Notices**

Stallholders, members of the public, or others must not conduct surveys, circulate petitions or distribute any form of written material, flyers, pamphlets etc without prior written consent from the Market Director

## **Stallholder Code of Conduct**

Stallholders must ensure that they:

- Comply with the lawful instructions of the Manager in a prompt manner
- Minimise vehicular traffic movements within the Market
- Comply with Emergency Access requirements
- Do not use buildings, trees or other structures on or adjoining the Market for the purpose of securing any object
- Do not interfere with public pedestrian access or access to & from adjoining properties;
- Be considerate towards neighbouring businesses adjoining the Market;
- Do not bring or allow animals to remain at the Market;
- Do not conduct themselves in a violent, abusive or offensive manner;  
or
- Do not occupy a Site whilst under the influence of alcohol or illegal drugs.
- Do not smoke inside the Market boundary

## **Market Structure and Product Mix**

The Manager reserves the right to determine the structure of the Markets Approved Products

The Manager reserves the right to determine the mix of the Markets Approved Products

The Manager reserves the right to amend or alter this structure or product mix at any time

## **Manager's Contact Details**

Operations Manager – Christine McKenzie

Post: PO Box 1370 Thuringowa Central Q 4817

Office Hours: Tuesday to Friday, 10am to 2pm and during Market Trading

Telephone: 0417 721 822

Email: [bookings@townsvillerotarymarkets.com.au](mailto:bookings@townsvillerotarymarkets.com.au)

Web: [www.townsvillerotarymarkets.com.au](http://www.townsvillerotarymarkets.com.au)

## **APPENDIX 1**

### **Traffic Control Plan for Cotters Market**

# Traffic Control Plan for Cotters Market

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The following information is provided to inform Stallholders on how to get to the Market, to ensure a smooth set-up and pack-up of the Market, to advise Stallholders of their responsibilities while loading and unloading and where to park their vehicles during Market Trading Hours. These responsibilities form part of the Market Regulations.

**Location** The Market is held in Flinders St, Townsville, between Stanley St and Denham St

**Entry** The entry point for vehicles is off Stanley St, travelling along Flinders St, and exiting at Denham St

**Vehicle Passes** Stallholders are issued with a Red Vehicle Pass which must be attached to the passenger's side corner of the windscreen

Casual Stallholders are issued with a Vehicle Pass on arrival from 7.30am which must be displayed on the passenger's side corner of the windscreen

A Market representative will be located on the corner of Stokes and Flinders St to allocate Passes to Casual Stallholders

Regular Stallholders are entitled to one replacement Vehicle Pass per nominated vehicle per calendar year. Additional Vehicle Passes must be purchased at a cost of \$25

**Vehicle Access** Regular Stallholders may access the site from 5.30am

Casual Stallholders may access the site from 7:30am after they have been issued with their Permit to Trade and Vehicle Pass

NOTE: There is NO vehicle access after 8am and before 1pm

**Car Park** Regular and Casual Stallholders must ONLY park in approved locations;

Walker St Carpark (entry via Denham or Stokes St)

St James Carpark – entry via Denham St

Flinders St East Carpark – entry via Flinders St East

Street parking is NOT PERMITTED on Stanley St, Denham St, Flinders St ,,

Stokes St or Sturt St.

Stallholders found breaching the parking regulations may have their Permit to Trade withdrawn

## **Set Up and Pack Up Rules**

### Set Up

1. Drive onto Flinders St
2. Park as close as possible to your site whilst ensuring a clearway remains
3. Unload – NO SETTING UP
4. Drive out of Market and park in designated carpark
5. Set up your stall

### Pack Up

1. Pack Up Completely
2. Drive onto Flinders St
3. Park as close as possible to your site whilst ensuring a clearway remains
4. Load Up
5. Drive out of market

Vehicles are allowed to remain on Flinders St for a maximum of 20 minutes to load/unload

All vehicles must be off site by 8.15am

Only one vehicle per stall is allowed on Flinders St

Vehicles ALWAYS give way to pedestrians

Stallholder vehicles can enter the Market to pack up only after the Manager has removed the Market barriers, or otherwise signalled that vehicle access is allowed.

No vehicles are to be driven on the footpath

## **Traffic Flow**

Stallholders must ensure a continuous flow of traffic is possible when parking to load/unload

All vehicles must travel no faster than 5kph whilst on Flinders St

All vehicles must have hazard lights on whilst on Flinders St

Direction of travel on Flinders St, is one way from West to East – Stanley St to Denham St

All vehicles must obey any traffic signals, electronic or manual, when entering or

exiting the Market

**Manager's  
Contact  
Details**

Operations Manager – Christine McKenzie

Telephone: 0417 721 822 during Market Trading Times

## **APPENDIX 2**

### **Traffic Control Plan for Willows Rotary Market**

# Traffic Control Plan for Willows Rotary Market

The following information is provided to inform Stallholders on how to get to the Market, to ensure a smooth set-up and pack-up of the Market, to advise Stallholders of their responsibilities while loading and unloading and where to park their vehicles during Market Trading Hours. These responsibilities form part of the Market Regulations.

**Location** The Market is held in the Willows Shopping Centre carpark on the corner of Hervey's Range Rd and Thuringowa Drive

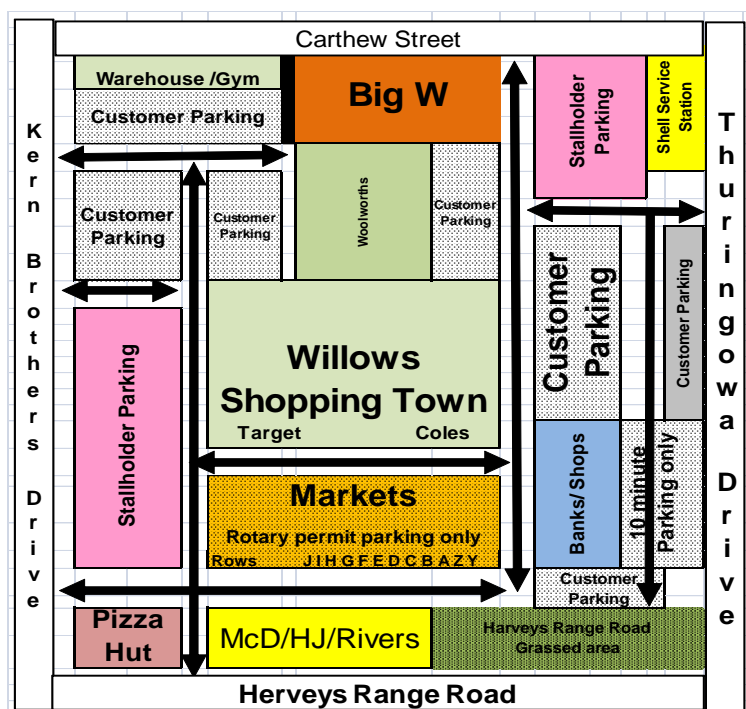
**Entry** The entry point for vehicles is via Hervey's Range Rd, Carthew St, Thuringowa Drive or Kern Bros Drive

**Vehicle Passes** Willows Rotary Market does not currently use Vehicle Passes

**Vehicle Access** Stallholders may access the site from 4.30am

NOTE: There is NO vehicle access after 7am and before 11:30am

**Car Park** Regular and Casual Stallholders must ONLY park in approved locations; as indicated on the map below



Stallholders found breaching the parking regulations may have their Permit to Trade withdrawn

## **Set Up and Pack Up Rules**

### Set Up

All vehicles must travel no faster than 5kph whilst in the markets site.

Drive onto market site from the shopping centre side using the entry closest to your designated site

Park as close as possible to your site whilst ensuring a clearway remains

Unload – NO SETTING UP

Leave the market - drive down the row, exiting at the Hungry Jacks/McDonalds end and park in designated carpark

Set up your stall

### Pack Up

Pack Up Completely

Drive onto market site from the shopping centre side using the entry closest to your site

Park as close as possible to your site whilst ensuring a clearway remains

Load Up

Leave the market - down the row, exiting at the Hungry Jacks/McDonalds end

Vehicles are allowed to remain on the market site for a maximum of 20 minutes to load/unload

All vehicles must be off site by 7.30am prior to commencement of the market and by 12.30pm at the conclusion of the market

Only one vehicle per stall is allowed on the market site at any one time

Vehicles ALWAYS give way to pedestrians

Stallholder vehicles can enter the Market to pack up only after the Manager has removed the Market barriers, or otherwise signalled that vehicle access is allowed.

No vehicles are to be driven on the footpath or garden beds

## **Traffic Flow**

Stallholders must ensure a continuous flow of traffic is possible when parking to load/unload

All vehicles must travel no faster than 5kph whilst on the market site

All vehicles must have hazard lights on whilst on the market site

Direction of travel is one way down the rows from shopping centre to Hungry Jacks/McDonalds

All vehicles must obey any traffic signals, electronic or manual, when entering or exiting the Market

**Manager's  
Contact  
Details**

Operations Manager – Christine McKenzie

Telephone: 0417 721 822 during Market Trading Times

## **APPENDIX 3**

### **Traffic Control Plan for Strand Night Market**

# Traffic Control Plan for Strand Night Market

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The following information is provided to inform Stallholders on how to get to the Market, to ensure a smooth set-up and pack-up of the Market, to advise Stallholders of their responsibilities while loading and unloading and where to park their vehicles during Market Trading Hours. These responsibilities form part of the Market Regulations.

**Location** The Market is held in Strand Park, which is located on The Strand between Stuart and Kennedy St, North Ward

**Entry** The entry point for vehicles is on the Rockpool side of Strand Park opposite the Police Beat station. Stallholders should approach the park from the Rockpool end as there is no access from the other direction

**Vehicle Passes** Strand Night Markets are not currently issuing vehicle passes

**Vehicle Access** Stallholders may access the site from Noon

Food vendors may access the site from 8am

NOTE: There is NO vehicle access after 4pm and before 9.30pm

**Car Park** All Stallholders must ONLY park in approved locations.

Street parking is NOT PERMITTED inside the area bounded by Landsborough, Mitchell and Burke Sts.

Stallholders found breaching the parking regulations may have their Permit to Trade withdrawn

**Set Up and Pack Up Rules**

Set Up

- Drive onto Strand Park
- Park as close as possible to your site whilst ensuring a clearway remains
- Unload – NO SETTING UP
- Drive out of market and park in designated car park
- Set up your stall

## Pack Up

Pack Up Completely

Drive onto Strand Park

Park as close as possible to your site whilst ensuring a clearway remains

Load Up

Drive out of market

Vehicles are allowed to remain on Strand Park for a maximum of 20 minutes to load/unload

All vehicles must be off site by 4.15pm prior to commencement of market and by 11pm at close of market

Only one vehicle per stall is allowed on Strand Park at any one time

Vehicles ALWAYS give way to pedestrians

Stallholder vehicles can enter the Market to pack up only after the Manager has removed the Market barriers, or otherwise signalled that vehicle access is allowed.

No vehicles are to be driven on the footpath

## Traffic Flow

Stallholders must ensure a continuous flow of traffic is possible when parking to load/unload

All vehicles must travel no faster than 5kph whilst on Strand Park

All vehicles must have hazard lights on whilst on Strand Park

Direction of travel on Strand Park, is one way from Rockpool to Watermark

All vehicles must obey any traffic signals, electronic or manual, when entering or exiting the Market

## Manager's Contact Details

Operations Manager – Christine McKenzie

Telephone: 0417 721 822 during Market Trading Times