

# Application / Renewal Stallholder Port Douglas Markets

## Application Form Guidelines:

You MUST complete ALL questions and attach necessary documentation unless the form indicates otherwise. Incomplete applications will not be approved.

**ALL DOCUMENTATION MUST BE SUBMITTED TOGETHER.**

## For all applications, you must

- Complete the form and any other forms relevant to your application.
- Provide any mandatory supporting information identified on the form.
- Attach photos/ videos of the production of your products with your completed application in line with current Port Douglas Market Policy.
- Attach a copy of your current Food Licence, gas compliance certificate, proof of test and tags on electrical products if applicable and any other relevant licences applicable to the business.
- Attach a copy of your public liability insurance with coverage of \$10,000,000 with Douglas Shire Council noted as an interested party.
- Lodge the form to the Port Douglas Market Coordinator by hand, by email [enquiries@douglas.qld.gov.au](mailto:enquiries@douglas.qld.gov.au) or by post to the address listed above.
- The Market Coordinator can be contacted on Mobile: 0459 999 078 (voicemail / text). Via email on [portdouglasmarkets@douglas.qld.gov](mailto:portdouglasmarkets@douglas.qld.gov).

## 1. APPLICANT DETAILS

**Note:** The applicant is the person who will be legally responsible for complying with the terms and conditions of the Port Douglas Markets. A business name or trust is not a legal entity and should not be entered in this field as the applicant. Where a person or company operates a business, the applicant is the person or company.

**Applicant (person/s or company):**

**Business Trading Name:**

**ABN:**

**Residential Address:**

**Postal Address:**

**Telephone: H:**

**W:**

**M:**

**Email:**

## 2. SHARING CONTACT INFORMATION

I / We authorise Council Officers to share my/our contact information with customers wishing to make contact outside of the market day.

☐

Yes

☐

No

## 3. EMERGENCY CONTACT

**Contact Name:**

**Telephone: M:**

## OFFICE USE

**Received Date:**

**Comments:**

**CSO:**

**4. APPLICATION DETAILS**Application Type: ☐ New Application ☐ Annual Renewal of ApplicationAnnual Attendance: ☐ Permanent (44-52 days) ☐ Casual

*Please note that a permanent stallholder may be allocated a regular stall position by the Market Coordinator if attending the markets on a regular long-term basis. This status cannot be assumed until confirmed in writing.*

Stall Classification: ☐ Food ☐ Drinks ☐ Handcrafted Products  
☐ Local Produce ☐ Douglas Shire Community Group  
☐ Other (please describe):Power Required: ☐ Yes ☐ I bring my own power source ☐ Not Applicable to my stall.

*A small number of powered sites are available refer to policy document re conditions.*

*A small number of sites suitable for generators are accessible.*

*Stall holders who operate generators must follow the manufacturers safety guidelines, the generator must not exceed the noise level of 50dB, extension leads must be tested and tagged every 12 months as per Australian Standards and protected in trafficable area in an approved manner.*

**5. PUBLIC LIABILITY INSURANCE**

Certificate of Currency must be provided prior to the attendance at the Markets and:

- ☐ Note Douglas Shire Council as an interested party.
- ☐ Coverage is for at least \$10 million;
- ☐ Cover the scope and dates of the activity.

Name of Insured:

Name of Insurer:

Policy No:

Policy Expiry Date:

**6. DESCRIPTION OF GOODS (ONLY GOODS THAT FIT THE PORT DOUGLAS MARKET CRITERIA ARE ACCEPTED)****7. DESCRIPTION OF HOW AND WHERE YOUR PRODUCT IS MADE:**

**8. CHECKLIST AND SUPPORTING DOCUMENTS****All applications:**Have you read the Port Douglas Markets Policy and Code of Conduct statements attached? ☐ Yes ☐ NoAttached a copy of your Public Liability Insurance. ☐ Yes ☐ NoHave you attached photos or emailed video of the production process of your product? ☐ Yes ☐ No**For Food vendors**Have you attached a copy of your Food Licence? ☐ Yes ☐ NoHave you attached a copy of your gas compliance certificate? ☐ Yes ☐ NoHave you attached a copy of your electrical test and tags? ☐ Yes ☐ No**For not-for-profit organisations from the Douglas Shire**Have you requested a stall by contacting the Market Coordinator? ☐ Yes ☐ NoFor sausage sizzles have you attached a copy of the Temporary Food licence application form? ☐ Yes ☐ No**RELEASE AND INDEMNITY**

In consideration of Douglas Shire Council ("Council") issuing me/us with *The Approval* for the purpose described or allowed under *The Approval* ("the activity/activities"), I/we:

1. release and discharge Council and Council's agents, servants, officers and insurers ("the Related Parties") from and in respect of all liability, claims, losses, damages or proceedings which I/we may have (either now or accruing in the future) against Council and/or the Related Parties in respect of, or arising out of, or in connection with the activity/activities.
2. agree that the release and discharge given under clause 1 may be pleaded by Council and the Related Parties as a bar to any action, suit or proceeding commenced now or taken at any time by Council and/or the Related Parties, against Council and/or the Related Parties, or to which Council and/or the Related Parties is or are joined as a party or parties, in respect of, or arising out of, or in connection with the activity/activities; and
3. agree that I/we am/are liable for and shall indemnify Council and the Related Parties against any liability, claim, loss, damage or proceeding in respect of, or arising out of, or in connection with the activity/activities.
4. The release and indemnity provided by you under 1-3 is, however, reduced to the extent that the Council and/or any of the Related Parties have caused or contributed to the relevant liability, claim, loss, or damage.

The covenants given under this document are binding upon me/us and my/our heirs, executors, successors and permitted assigns.

**SCHEDULE OF FEES (SELECT STALL SIZE)**

Fees are weekly charges, GST inclusive and are valid for the permit duration being 1 July 2024 – 30 June 2025.

	Dry Season	Wet Season
<input type="checkbox"/> Market Stall size "A" (Card table only)	\$ 25.00	\$ 21.00
<input type="checkbox"/> Market Stall size "B" (Large umbrella or 2.4 Frontage)	\$ 40.00	\$ 31.00
<input type="checkbox"/> Market Stall size "C" (3m Frontage)	\$ 52.00	\$ 40.00
<input type="checkbox"/> Market Stall size "D" (4.5m Frontage) limited availability	\$ 66.00	\$49.00
<input type="checkbox"/> Market Stall size "E" (6m Frontage) limited availability	\$76.00	\$58.00
<input type="checkbox"/> Community Group/Sausage Sizzle	No Fee (limited availability)	
<input type="checkbox"/> Power supply (per market stall) limited availability	\$13.00	

- Not for profit organisations that assist the people of Douglas and local schools may be eligible for up to 12 free stalls per year. Limited availability.

## DECLARATION

I / We make application for approval to operate a market stall at the Port Douglas Markets as outlined in this application form and declare that the information provided by me in this application is true and correct. I have read and understand and agree to comply with all requirements and conditions outlined in the Port Douglas Market Policy and Code of Conduct.

Print Name(s):

Applicant Signature:

Date:

### Douglas Shire Council – Privacy Collection Notice:

Douglas Shire Council collects and manages personal information in the course of performing its activities, functions and duties. We respect the privacy of the personal information held by us. The way in which the council manages personal information is governed by the *Information Privacy Act 2009* (Qld). We are collecting your personal information in accordance with the *Local Government Act 2009* so that we can assess and finalise your application. Generally, we will not disclose your personal information outside of Council unless we are required to do so by law, or unless you have given us your consent to such disclosure. For further information about how we manage your personal information please see our Information Privacy Policy.

## PORT DOUGLAS MARKETS POLICY

### 1. Market Management

- 1.1. The Market Coordinator is responsible for the coordination of the markets and for administering these Terms and Conditions.
- 1.2. The Markets Coordinator has the right to have a stallholder removed from the Market if the stallholder is in breach of these Terms and Conditions.

### 2. New Applications

- 2.1. New applications must be lodged with the Market Coordinator. Applicants should allow up to two weeks for assessment of their application. Upon approval of the application the Market Coordinator will advise the stallholder of the next available entry date, which is dependent on availability.
- 2.2. Stallholders are required to present their goods for inspection to the Market Coordinator when submitting an application form. Additional proof of manufacture may be sought, such as photographs of workstations or an inspection of the manufacturing process.

### 3. Payment

- 3.1. Stallholders must pay for their stall site each week (by EFTPOS only) on the day of the Market.
- 3.2. An EFTPOS receipt will be issued upon payment of stall fees.

### 4. Days / Times of Operation

- 4.1. The Port Douglas Markets are held in Market Park which adjoins ANZAC Park in Port Douglas. The site is bordered by Dickson Inlet and Wharf Street.
- 4.2. The Market operates every Sunday from 8.00am – 1.30pm (except Christmas Day and ANZAC Day).
- 4.3. Markets may be cancelled due to bad weather at the Market Coordinator's discretion

### 5. Set-up of Stall Sites

- 5.1. On arrival at the Markets stallholders are permitted vehicle access to unload goods at their stall site. Vehicles must be removed from pedestrian walkways immediately after unloading and no later than 7.30am unless authorised by the Market Coordinator.
- 5.2. Market stalls should be set up after your vehicle is removed from the park.
- 5.3. Stallholders may be permitted to occupy up to a maximum of two 6 metre frontage stalls. This double allocation is at the discretion of the Market Coordinator.
- 5.4. Stallholders must be set up and ready to trade by 8.00am. If stallholders arrive after 8.00am the Market Coordinator has the right to refuse entry to the market for the day.
- 5.5. Stallholders are required to operate for the duration of the market day (until 1.30pm), and are to notify the Market Coordinator should they wish to leave early on any given day.

### 6. Product Criteria

- 6.1. Port Douglas Markets is a 'Cotters Market'. Goods offered for sale must be handmade art and craft items or local produce.
- 6.2. Items that cannot be proven to fit the criteria (see definitions below) will not be permitted to be sold. The sale of imported goods is strictly prohibited.
- 6.3. Only goods listed on the stallholder's approved application form may be sold by a stallholder.

### 7. Grandfather Clause

- 7.1. In 1996 certain stallholders were granted ongoing approval to sell products that fall outside of the Product Criteria terms listed above.
- 7.2. These stallholders and the products they are permitted to sell are listed in a table maintained by the Market Coordinator. All other items sold by these stallholders must conform to the Product Criteria terms.

- 7.3. Grandfather Clause stallholders are defined as Permanent Stallholders.
- 7.4. A stallholder may lose their Grandfather Clause status if in breach of any of the Market Terms and Conditions (excluding the Product Criteria clause above).
- 7.5. Should a stallholder lose their Grandfather Clause status they must submit an application as a new supplier and, once approved, then operate under the current Terms and Conditions.
- 7.6. The Grandfather Clause is not available to new stallholders and is not transferable.

**8. Food Items**

- 8.1. Food cannot be sold without either a food licence or an exemption certificate from Council.
- 8.2. Once a new application has been approved by the Market Coordinator, a stallholder must lodge an *Application for a Market Food Stall Licence* with Council together with the current application fee.
- 8.3. The stallholder will be issued with a food licence or an exemption certificate.
- 8.4. The food licence or exemption certificate must be displayed at the stall at all times.

**9. Buskers**

- 9.1. The Market Coordinator is responsible for approving a limited number of buskers and allocating suitable sites for buskers to perform at each market day.
- 9.2. Buskers may perform for a maximum period of 30 minutes in any one location within the market area.
- 9.3. Buskers may not utilise common area picnic tables.
- 9.4. Buskers must ensure that their crowds do not obstruct walkways of neighbouring stalls.
- 9.5. Acoustic performances only are to be permitted and amplification of any kind is prohibited.

**10. Casual Stallholders**

- 10.1. All stallholders are defined as casual stallholders unless they have been formally granted permanent status.
- 10.2. Casual stallholders must contact the Market Coordinator each Thursday prior to the market day for confirmation of attendance.
- 10.3. Casual stallholder should report to the Market Coordinator between 6.30am and 7.00am on each market day to be allocated a position for the day.

**11. Permanent Stallholders**

- 11.1. A stallholder who attends the markets on a regular long-term basis may be granted permanent status and allocated a regular stall position by the Market Coordinator. This status will be confirmed in writing and until notification has been provided in writing permanent status cannot be assumed.
- 11.2. When not attending the market Permanent Stallholders must notify the Market Coordinator as soon as possible and no later than 12 noon Friday prior to the market day. Stallholders who regularly fail to advise the Market Coordinator of non-attendance may lose their permanent status.
- 11.3. Permanent stallholders must attend a minimum of 44 market days in each financial year in order to maintain their permanent status. If the market day is cancelled for any reason, then stallholders will be deemed to have been in attendance unless they have previously notified the Market Coordinator of non-attendance on that day.
- 11.4. Permanent stallholders may be asked by the Market Coordinator to relocate into a new position. Stallholders who do not comply with this direction may be asked to vacate the market.

**12. Stall Sites General**

- 12.1. Water and power is not supplied to sites.
- 12.2. The number of stalls on any market day will be determined by the Market Coordinator.
- 12.3. People under the age of 18 years are not permitted to operate a stall unless accompanied by a supervising adult.
- 12.4. All stallholders are responsible for the removal of any rubbish generated by their stall.
- 12.5. All stalls must be kept to a high level of presentation and will be subject to review by the Market Coordinator.
- 12.6. Stock excess to the display should be covered so as not to detract from the appearance of the stall.
- 12.7. The use of awnings must not encroach on other stallholder's space and must be approved by the Market Coordinator.

**13. Safety / Security**

- 13.1. Stallholders must use their best endeavours to ensure the safety of all members of the public within the vicinity of their stall.
- 13.2. Stallholders must not block pedestrian walkways or disrupt pedestrian traffic.
- 13.3. To ensure the safety of the public and other stallholders, all goods and signage is to remain within the boundary of the stall site.
- 13.4. Stallholders are responsible for the security of their designated site.

**14. Insurance**

- 14.1. All stallholders must hold current public liability insurance, with Council noted as an interested party, to a minimum of \$10,000,000. Evidence of current insurance cover must be provided to Council with the initial application, annually thereafter, and upon the request of the Market Coordinator.

**15. Stallholder Obligations**

- 15.1. Products may only be sold by the manufacturer or a family member.
- 15.2. The stallholder may only be accompanied by one other person.
- 15.3. Smoking is not permitted within stalls.
- 15.4. No alcohol is to be consumed or sold at any stall.

15.5. Stallholders are expected to be courteous to the public, Market Coordinator and other stallholders at all times. Inappropriate behaviour will not be tolerated and may result in expulsion from the Markets.

#### 16. Issuing Compliance Notices

- 16.1. The Market Coordinator may issue a stallholder with a verbal or written warning notice if the stallholder is in breach of these Terms and Conditions.
- 16.2. A verbal warning may be followed up in writing, depending on the severity of the case.

#### 17. Disputes / Complaints

- 17.1. Disputes or disagreements should in the first instance be taken to the Market Coordinator.
- 17.2. If a stallholder is not satisfied with the outcome of the discussion with the Market Coordinator and wishes to lodge a formal complaint, this complaint should be lodged in writing to Douglas Shire Council, PO Box 723, Mossman Qld 4873, or by email to [enquiries@douglas.qld.gov.au](mailto:enquiries@douglas.qld.gov.au) and will be dealt with under Council's Complaints Management System.

## DEFINITIONS

**Cotters Market:** The sale of products made by hand labour or small machinery in small quantities. This does not include mass production, or production in commercial quantities. Manufacture must be by the vendor and at the vendor's own residential premises or studio with the exception of food products which may be made in a commercial premises approved by Council for food preparation.

**Craft:** The production of items of use or ornament by the personal efforts, skills and arts of a craftsperson, or their immediate family and may, without limiting the generality of the term, include cooking, sewing, knitting, woodworking, painting, drawing, the shaping cutting or polishing of gemstones, jewellery making and other like crafts. The use of manufactured materials as raw materials is accepted, provided that the exercise of a skill or craft is involved in the process of making the finished product.

The assembly of pre-manufactured components into a saleable product, the repackaging of manufactured product into alternative containers, or the design of a product that is manufactured elsewhere is not regarded as falling within the definition of craft.

**Local Produce:** Fruit, vegetables and flowers grown in the North Queensland region, on farms or smallholdings occupied by the vendor of the produce, or by members of the vendor's immediate family.

**Market Coordinator:** Any person appointed by the Council to coordinate and administer the Port Douglas Market on Council's behalf.

**Market Day:** The Sunday of every week (except Christmas Day and ANZAC Day).

## PORT DOUGLAS MARKETS CODE OF CONDUCT

The Port Douglas Markets is one of the iconic tourist experiences of our region. The Douglas Shire Council protects the integrity of the Markets by implementing and overseeing the Port Douglas Markets Policy and accompanying Code of Conduct. The Policy and Code of Conduct apply to all stallholders\* trading at the Markets.

The Market Coordinator is responsible for the coordination of the markets and for administering the Policy and Code of Conduct.

### Stallholders' Code of Conduct

Stallholders bound by this code:

1. Shall abide by all of the stallholder terms and conditions as set out in the Port Douglas Markets Policy.
2. Shall follow all reasonable directions of the Market Coordinators implementing the Port Douglas Markets Policy and to ensure the smooth running of the market.
3. Are expected to be courteous and professional at all times.
4. Shall not engage in inappropriate behaviour towards to the public, Market Coordinators, or businesses and/or contractors delivering services that are contracted by DSC or other stallholders, including, but not limited to:
  - 4.1. Behaviour that is bullying, threatening or abusive, violent or belligerent;
  - 4.2. Behaviour that is racist, sexist or otherwise discriminatory, sexual harassment;
  - 4.3. Language that is threatening, insulting, defamatory or derogatory, including shouting or swearing;
  - 4.4. Behaviour that is likely to cause distress, disturbance, inconvenience, damage or harm to any other person present at the market.
5. Shall not smoke or consume alcohol or drugs within the market stall area.
6. Shall not tout or aggressively solicit sales or engage in misleading or deceptive sales techniques.
7. Shall comply with Council's Plastic Free Policy to attempt to reduce the use of disposable plastics.
8. Shall uphold the best interests, image and welfare of the Port Douglas Markets and shall not comment adversely about the Markets or other stallholders on the internet, media or on a public occasion.
9. Shall not engage in any behaviour that may bring the Markets into disrepute.

### Compliance

1. Failure to comply with the Port Douglas Markets Policy or Code of Conduct will result in a verbal warning from the Markets Coordinator.
2. Serious or repeated breaches will result in a written warning by the Markets management.

3. The accumulation of three written warnings will result in the withdrawal of a stallholder's approval to trade at the Port Douglas Markets.
4. Council reserves the right to expel or exclude a stallholder from the Markets for egregious breaches of the Code of Conduct or Markets Policy, immediately and without notice.

*\*All Council staff working at the Markets operate under the Douglas Shire Council Employee Code of Conduct.*

#### Resolution Process

Port Douglas Markets welcomes stallholders' input and is open to constructive feedback.

Complaints will be processed in accordance with Council's complaints management system

<https://douglas.qld.gov.au/download/policies/Administrative-Action-Complaints-Management-General-Policy-and-Procedures.pdf>

1. Stallholder concerns or disagreements about operations of the Markets should be directed to the Market Coordinator.
2. If a stallholder or member of the public is not satisfied with the outcome of a discussion with the Market Coordinator or wishes to make a complaint about a Market Coordinator, complaints can be addressed to the Team Leader Community and Economic Development at [enquiries@douglas.qld.gov.au](mailto:enquiries@douglas.qld.gov.au)
3. A dispute of a compliance decision must be made in writing to [enquiries@douglas.qld.gov.au](mailto:enquiries@douglas.qld.gov.au) and will be lodged as an Administrative Action Complaint by the Governance Officer in the complaints register.
  - 3.1. Complaints will be directed to the relevant Manager to investigate and report to the Governance Officer.
  - 3.2. The Governance Officer will issue the complainant a written letter advising the outcome of the investigation and the reasons for the decision.
4. Upon receipt of a request for an internal review of this decision, the Governance Manager will make a determination on whether the review will be undertaken by an independent area of Council or whether an appropriate consultant should be engaged.
5. If a stallholder is not satisfied with the outcome of the complaints process, they have the right to take their complaint to an external agency, such as the Queensland Ombudsman on 1800 068 908 or [ombudsman@ombudsman.qld.gov.au](mailto:ombudsman@ombudsman.qld.gov.au)

#### Douglas Shire Council Complaints Process

