MARKET MANAGEMENT PLAN

The plan combines the following documents which are attached.

The Market Charter

Site Plan

Market Administration

Tuncurry Market Regulations

Tuncurry Market Risk Assessment

Tuncurry Market Emergency Management Plan

Waste Management and Sustainability Plan and,

Transport and Traffic Management Plan

Tuncurry Market Charter

1. NAME

The ***Tuncurry Markets*** is a community market managed under licence by Marine Rescue Forster Tuncurry through an in-house Market Management group. The Management group is comprised of Marine Rescue members and includes a Market Co-ordinator and members appointed by the Unit Commander who assist with the organisation and management of the market.

The authority for the market is issued by MidCoast Council - Policy Register "Markets". Policy adopted by Council on 22 March, 2023, Council Minute 2026/153.

Tuncurry Markets are an important facility for the towns of Forster and Tuncurry and the MidCoast area. The Markets are operated at John Wright Park in Tuncurry and usually held on the 4th Saturday of the month. The buildings and associated infrastructure are owned and maintained by MidCoast Council.

Council may cancel or reschedule a market if a need arises to effect repairs or provide maintenance to equipment within or adjacent to John Wright Park.

2. MISSION

Provide a friendly, social and sustainable market where consumers are offered access to authentic crafts and fresh produce that reflect the diversity of the MidCoast region.

3. DEFINITIONS

Authorised Employee	A designated Employee of the MidCoast Council
Community Market	A regular monthly market run by a not for profit organisation.
Council	MidCoast Council
Licence	A market licence is the agreement between the Council and the Market Management group, and sets out the conditions under which the market operates.
Licence Holder	The Unit Commander, Marine Rescue NSW, Forster Tuncurry Unit.
Market	A community market or a special market.
Market Co-ordinator	A person appointed by the Unit Commander who is responsible in consultation with the Market Management group for the overall co-ordination and running of the market, particularly on the day of the market.
Market Management Group	The Unit Commander, Marine Rescue Forster – Tuncurry, the Market Co-ordinator and, members of

	the Unit appointed by the Commander to manage the Market.
Products	Includes any items a stall holder displays for sale, has available for sale, or sells at the market in accordance with MidCoast Council market policy.
Public Land	All Council owned or controlled land, including Crown land that Council is the Trust Manager of and, community and operational land as classified under the Local Government Act 1993.
Special Market	A Market scheduled near Christmas or any other date as approved by Council.
Stall	A temporary structure including table or tables or other equipment used to display the stall holder's products.
Stall Holder	The person to whom a stall or site is allocated under agreement with the Market Coordinator and/or Market Management Group.

4. POLICY REQUIREMENTS

4.1 Frequency of Markets

Being outdoors markets are weather dependant, generally Tuncurry Market may be held on the fourth Saturday of each calendar month and may include the following:

i. a second December market may be scheduled prior to Christmas day;

ii. a special market may be held on the first Saturday of January;

iii. any other special market may be held on a date approved by Council

4.2 Hours of Operation

Goods and Services will be available at a Market between the hours of 08:00am and 1:00pm.

Stall holders may bump-in between 5:30am and 7:30am and, and bump-out between 1:00pm and 2:30pm. All stall holders are to be packed up and the park vacated no later than 2:30pm on the day of the Market.

Special Markets will operate between hours approved by Council

4.3 Goods or Services permitted at the Markets

The following goods or services may be offered at the Tuncurry Markets:

i. products that have been manufactured by the Stall Holder and by the use of hand labour or small machinery, in small quantities;

ii. products that have been manufactured by the Stall Holder and at the Stall Holder's own domestic premises or studio, or a community facility;

iii. products that may have some massed produced component parts which are value added through application of art or craft processes;

iv. products that have been produced 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, photography, the shaping, cutting or polishing of gemstones, jewellery making and other like crafts;

v. second-hand goods, collectables or bric-a-brac of a high quality;

vi. produce that is grown by the Stall Holder;

vii. plants that are grown by the Stall Holder in his or her own home environment or plants that are in pots that have been painted or decorated by the Stall Holder;

viii. chocolate wheels, raffles or other fund raising activities;

ix. social enterprise and not-for-profit stalls; and

x. busking;

xi. political representation and advocacy.

With the exception of social enterprise and not-for-profit stalls, all goods and services must be available onsite.

The sale of any goods or services not included in the above list of permissible goods/services or in the list of non-permissible goods/services (4.4 below) will be at the discretion of the Market Co-ordinator and/or Market Management Group so long as it is not in breach of this policy.

4.3.1 Food Stuffs

Operators of food stalls shall have submitted a 'temporary food stall notification' to the Council's Environmental Health department for assessment and have obtained written approval prior to operating. All food stall holders must operate in compliance with the requirements of the Food Act 2003, Food Safety Standards and the NSW Food Authority's 'lines for food businesses at temporary events'.

***Note**: Penalty notices may be issued by Council Officers to those who fail to comply with the Food Act or who fail to notify Council.*

4.4 Non Permissible Goods/Services for Sale

The following goods/services are **not** permitted at the Tuncurry Market:

i. products of a similar nature to those available for sale by retailers in the local business area that have been mass produced and/or repackaged products are strictly prohibited.

ii. products that have been produced by the assembly of pre-manufactured components or the repackaging of manufactured products into alternative containers;

iii. on selling of products;

iv. alcoholic beverages;

iv. the sale of live animals:

v. the use of live animals for rides;

vi. goods and services which are prohibited or have some latent danger or are hazardous;

vii. mechanical rides; and

If the goods or services offered for sale do not meet the criteria indicated in Section 4.3 above and are not included in the list contained in Section 4.4, permission to sell at the market will be at the discretion of the Market Co-ordinator or Market Management Group.

4.5 Entertainment

Busking may be permitted at the market. The Market Co-ordinator or Market Management Group may allocate a suitable site at the Market for each busker or group of buskers. Market Co-ordinator or Market Management Group may permit one set of amplification equipment in conjunction with a public address system, however the busker and Market Co-ordinator or Market Management Group shall ensure that the sound is not disruptive or offensive to nearby Stall Holders, residential premises or businesses.

4.6 Cost of Stalls

The Market Co-ordinator or Market Management Group may charge each Stall Holder or busker a fee for the allocation of a site. The fee is to be of a competitive nature and is not to restrict trade.

All funds raised by the Licence Holder from the operation of the market will be retained by the Licence Holder and used to support the Rescue services they provide.

4.7 Public & Products Liability Insurance

Management through Marine Rescue NSW holds a Certificate of Currency – iCare Insurance for NSW. This certificate covers indemnity for Public Liability, Professional Liability and Product Liability to an amount of $100 million dollars.

All stall holders must hold an individual Public Liability and Product Liability policy to the value of $20 million which indemnifies Council (and when on Crown Land, the NSW Government department responsible for administering the Crown Lands Act). The value of individual Stall Holder policies may vary depending on the Market Co-ordinator and/or Market Management Group undertaking an assessment of the risks associated with individual stalls.

4.8 Stall Layout Plan

A site plan is available.

The maximum number of stalls is not to exceed 110 stalls in park A and 70 stalls in park B.

Each Stall Holder will occupy an area of 4M X 4M. A total of 16 Square Meters. Based on a nominal Gazebo size of 3M X 3M, this will allow at least 1 meter between each stall.

Pedestrian access between rows will be 3 Meters wide.

4.9 Operations Manual

The Market Coordinator will have available for inspection a Market Operations Manual which will contain:

MidCoast Council Market Policy (Council Minute 2026/153),

Market Charter,

Site Plan,

Tuncurry Market Regulations

Market Administration Document which includes a Complaint Handling Procedure,

Waste Management and Sustainability Plan and,

Transport and Traffic Management Plan

4.10 Complaint Resolution

Any complaints in relation to the operation of the community markets are to be directed through the Market Co-ordinator to the Market Management Group to be dealt with in accordance with Tuncurry Market Complaint Handling Procedure.

When a complaint is received from a local retailer in respect to the sale of goods or services perceived to be in conflict with this Policy, both the Market Management and Council are to investigate the complaint to determine its merit and to identify if a breach of Policy has occurred.

4.11 Responsibilities of Council

The responsibilities of Council in relation to the Markets will include:

i. act as steward for the use of the public domain;

ii. set the conditions under which Markets are to be conducted;

iii. monitor the Market activity throughout the duration of the Licence and, ensure compliance with this Charter and Council policy;

iv. investigate complaints that cannot be resolved by Market Management;

v. investigate and resolve any complaints received in relation to the operation of the Markets as outlined in Section 4.10 above;

vi. terminate the Licence if approved conditions are not met; and

vii. evaluate the Markets where relevant in order to inform future decisions.

4.12 Responsibilities of Market Management

The responsibilities of the Market Management in relation to the Markets will include:

i. the Market Coordinator being present at the Market at all times and being properly identified and recognizable by members of the public;

ii. retaining onsite a copy of Council's Markets Policy (Minute number 2026/153, 22 March 2023) at all times and the Market Operations Manual, making them available upon request from a stall holder or a member of the public;

iii. ensuring only permissible goods as defined within this Charter are offered for sale;

iv. ensuring that all stall holders have the required public liability and product liability insurance as outlined in this plan;

v. allowing access to the approved area by statutory authorities, whenever required, to effect repairs or provide maintenance to equipment;

vi. ensuring market day maintenance and cleanliness of the public toilets used in conjunction with the Market;

vii. being responsible for all costs involved in the hiring and servicing of temporary toilet facilities (additional to the existing public toilets) if required;

viii. reinstating the condition of the Community Land immediately after each Market to the satisfaction of Council;

ix. investigating and resolving any complaints received in relation to the operation of the Markets as outlined above;

x. acting immediately on instructions issued by authorised Council Officers or members of the NSW Police Force and;

xi if requested, the Market Management is to provide Council with annual reports, detailing number and type of stalls, fees collected, and site maintenance performed and any donations or returns made to local organizations or events within the local community; and

xii being responsible to Council for the management of the Market and ensuring that the conduct of stall holders and any volunteers is in accordance with the provisions and requirements of this plan and Council's Markets Policy (Minute number 2026/153, 22 March 2023) and all relevant legislation, Acts and Regulations.

5. Management Plan Review

A review of this plan shall be undertaken as determined by Market Management and/or Council.

Tuncurry Market Site Plan

(See Para 4.8 of the Tuncurry Market Charter)

Maximum No. of Stalls

Northern section - 110

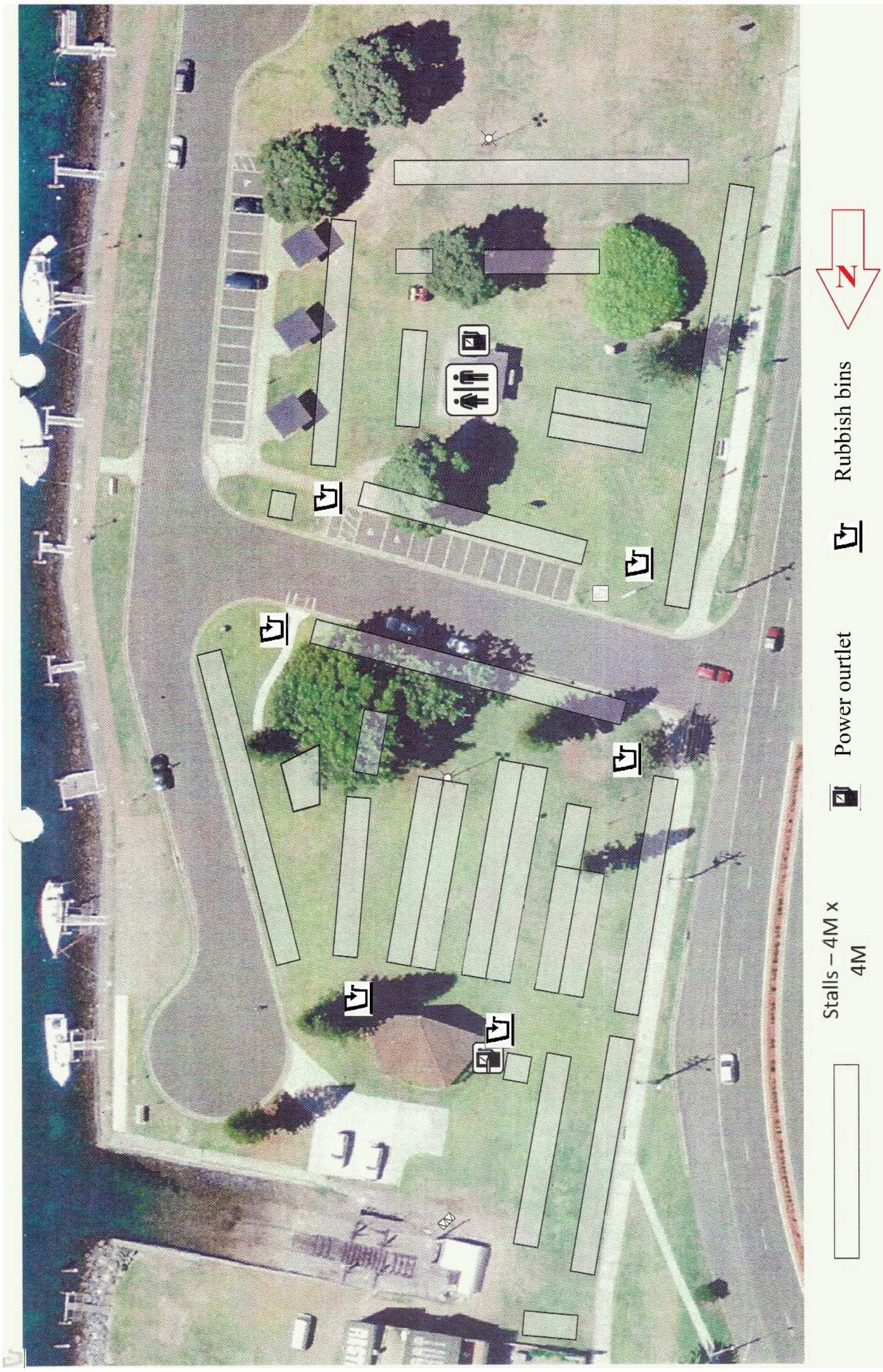
Southern section - 70

The layout of the Stall rows is depicted in the attached diagram. The park area is marked before each market day with water soluble spray, Stall areas are clearly defined with 1 metre between each, and walkways of at least 3 metres width.

There are Electrical power outlets in each section of the park. They are shown on the attached diagram.

General Rubbish/Waste bins supplied by J R Richards are placed through the park and their locations are shown on the attached diagram.

Public Toilets are also shown on the attached diagram.


N
Rubbish bins
Power ourtlet
Stalls – 4M x 4M

TUNCURRY MARKET ADMINISTRATION

MARKETING AND PROMOTION

A banner advertising the upcoming market is erected in John Wright Park a week prior to the market, the banner is removed at the conclusion of the market.

Ads are placed in local papers 'The Great Lakes Advocate', 'The Great Lakes Extra' and 'The Manning River Times' in the week prior to the market.

The local radio station interviews the duty Marine Rescue Radio Operator to obtain weather and bar conditions each morning and if time permits they promote upcoming markets.

Tuncurry Markets has a Facebook page. This page is regularly updated to provide up to date information and arrangements.

STALLHOLDER REGULATIONS AND AGREEMENT

Stall holder Application is attached.

Stall holder Code of Conduct and Conditions of Use are attached.

Market Regulations are attached.

STALLHOLDER FEES

Stallholder fees mentioned in Para 4.6 of the Market Charter and the current fee may be obtained from the Unit Website (*marine-rescue.com.au)* or by calling the Market Co-ordinator *(0417 400 994).*

DISPUTE MANAGEMENT PROCESS

Dispute Management and resolution process is mentioned at Para 4.10 of the Market Charter and a Complaint Handing Procedure is available on request.

ATTACHMENTS

Stall Holder Application containing the Code of Conduct and agreement to comply with the Code

Tuncurry Market Regulations

Tuncurry Markets

Stall Holders Application

This application is subject to approval

First Name		Family Name	
Business Name			
Residential Address			
Suburb		Post Code	
Mobile Phone		Email address	
Products offered for Sale			

If you have any other types of items please attach a list

A paper copy of your indemnity insurance must be attached to this application .

Permission to receive emails/information regarding our Market

Do you permit Tuncurry Markets to place your details on our database and forward to you by email or text further information regarding our activities? Yes/No

Have you read the Tuncurry Market Regulations ? Yes/No
Have you read the Tuncurry Regulations Yes/No
Have you read the Tuncurry Regulations Yes/No

Have you read and signed the attached Stall Holder Conditions and Code of Conduct ? Yes/No

I have read and I understand the Stall Holder Conditions and Code of Conduct. I agree that, should my application be accepted, my approval to occupy a stall at the Market is conditional on my compliance with the Tuncurry Market Regulations and Stall Holder Conditions and Code of Conduct.

I confirm that the above information is true and accurate. I will advise Tuncurry Markets of any changes to the above details within 14 days.

________________________ ________________________

Signature of Applicant / Stall Holder Date

The Manager of the Tuncurry Markets, Marine Rescue Forster Tuncurry will assess all applications and advise applicants of the result of their application to become a Stall Holder.

Market Co-ordinator reserves the right not to enter into correspondence or otherwise explain the reasons for any decision.

Application Accepted	Application Refused
	Reason/s for refusal

____

Market Co-ordinator on behalf of
Marine Rescue, Forster / Tuncurry

____

Date

Tuncurry Markets

STALL HOLDER CONDITIONS AND CODE OF CONDUCT

Stall Holders must complete the application on Page 1 of this document and agree to the Stall Holder Conditions and the Code of Conduct.

The Tuncurry Markets are generally held on the 4th Saturday each month at John Wright Park, Manning Street, Tuncurry. Market dates are published on the Marine Rescue Forster Tuncurry website (https://marine-rescue.com.au) .

1. Applications.

Stall Holders must complete the application on the reverse of this document and agree to the Stall Holder Conditions and the Code of Conduct.

Applications must be accompanied by:

a) A Certificate of Currency from an Insurance Company for Public Liability Insurance valued at $20 million. All Policy renewals are to be promptly provided to the Market Co-ordinator by email or hard copy when due.

b) An "Approval to use a Temporary Food Stall" from MIdcoast Council if you are selling food of any type.

Market attendance is subject to the above conditions AND approval by the Market Committee.

These requirements are non-negotiable.

2. Bookings

All Stall Holders will receive an email or text invitation to book a site for each Market. Confirmation of your booking will be sent in reply, including your Site allocation and any necessary instructions.

Sites are allocated at the discretion of the Market Co-ordinator in the best interest of the Market as a whole.

3. Market Hours. We advertise the Markets are open to the public from 8.00am to 1.00pm. The park is open from 5.30am to allow Stall Holders to set up. Pack down starts at 1.00pm and must be completed by 2.30pm. No early pack downs are permitted unless the Market is abandoned or prior arrangements have been made.

4. Vehicles / Parking

Vehicle movement on the Park between 8.00am and 1.00pm is strictly forbidden.

Driving on the Paark is allowed for unloading and setup, you must move your vehicle to a parking space as soon as possible.

5. Site Fees. Fees are collected after 9.00am by Marine Rescue members in uniform. We accept cash or card payments. Receipts are issued. Stall fees are available on request and vary depending on size and location. Limited electricity connections are available. $10.00 per Stall, per Market.

6. Market Cancellation. Cancellation for any reason is generally by text message by 7.00am on the day of the Market, however, in the event of an adverse forecast we may cancel earlier. Multiple methods of communication may be used including text, email, Facebook, local radio and phone. You are welcome to contact the Market Co-ordinator at any time prior to a market if you are unsure.

7. Safety. Stall Holders are responsible for the safety of themselves, their staff and, the security of their stock.

8. Stall Holders changing the type of goods or services they offer for sale are required to obtain the approval of the Market Co-ordinator prior the market day.

9. Smoking and the consumption of alcohol on the park is not permitted.

10. Anti-social behaviour, bad language and bullying will not be tolerated.

11. Well behaved dogs are welcome.

12. MidCoast Council regulations prohibit the use of TENT PEGS on John Wright Park. You must provide your own weights to secure any gazebo or structure.

Marine Rescue members in uniform are on site during Market should you have any problem during the day.
We hope you have a successful association with Tuncurry Market.

Market Contact: Marianne Paynter, Stall Holder / Market Co-ordinator, Tuncurry Markets.
Mob: 0417 400 994
Email: markets. forstertuncurry@marinerescuensw.com.au

Tuncurry Market Regulations

These Regulations apply to all Stallholders who are approved to trade at the Tuncurry Markets which are licensed to and managed by Forster Tuncurry Unit of Marine Rescue NSW.

Compliance with these Regulations and the Stallholder Conditions and Code of Conduct included on the Website is a condition of such approval. The Stallholder acknowledges and accepts, in submitting an Application that the Market Co-ordinator or delegate may alter any rule or term of the Regulations or Stallholder Information, or make additional rules and terms, from time to time, by posting a notice of such alteration on the Website or in writing. Any further use of the website, or correspondence sent from the Market Co-ordinator or delegate to the Stallholder with respect to the amended Regulations, after the date of such notice is deemed acceptance of the new Regulations.

A Stallholder is deemed to be granted consent to trade at the Market when they have submitted an Application to the Market Co-ordinator or delegate and have received written confirmation from the Market Co-ordinator or delegate that their Application has been approved. Such approval to trade is subject to any special conditions or restrictions noted by the Market Co-ordinator or delegate in the written confirmation.

1. Definitions In these Regulations:

Application means any document, form or written correspondence (including any document or form in electronic format) that has been submitted by a Stallholder when applying to the Market Co-ordinator for consent to trade at the Market and may include any updated Application completed by the Stallholder from time to time.

Approved Products means those goods and services for which the Market Co-ordinator or delegate has granted to the Stallholder consent to offer for sale at the Market in accordance with MidCoast Council Market Policy. Such goods and services must be described in the Application. The Market Co-ordinator or delegate reserves the right to provide consent to a limited selection of the goods and services described in the Application or to revoke consent or otherwise alter the range of goods or services permitted to be sold at the Market.

Code of Conduct means the Code of Conduct provided in writing to the stall holder and which the Stall Holder has signed in agreeance.

Manager means the Unit Commander, Marine Rescue NSW Forster Tuncurry or their delegate. 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, occupy or undertake Trading Activity at a Stall at the Market.

Market Co-ordinator means the person appointed by the Manager to manage the Market on an ongoing basis.

Stall means an area within the market that is designated by the Market Co-ordinator or delegate for the purpose of trading activity by a stallholder. This area will usually be indicated as that space defined by a perimeter. Any alternative area will be defined by the Manager or delegate and indicated to the stallholder as a condition of consent.

Market means an area which is designated for the purpose of conducting Trading Activity which the Manager or delegate has the licence to control, operate and regulate as a market or a place where Trading Activity may be undertaken. The Market includes any roadways, car parking areas and areas of access to or egress from the Market.

Marquee, tent or umbrella means any covered structure that is erected within the boundaries of a Stall or otherwise occupied by a Stallholder at the Market.

Regulations means the terms and conditions included in this document, as amended from time to time. The Market Co-ordinator or delegate may alter any term of these Regulations or include additional terms from time to time, by posting a notice that there is a change to the Regulations on the Unit Website (*marine-rescue.com.au*). Any further use of the website, or correspondence sent from the Market Co-ordinator or delegate to the Stallholder with respect to the amended Regulations, after the date of such notice is deemed acceptance of the new Regulations

Stall Holder means a person, persons or legal entity and their employees, staff, agents or representatives that have been granted consent by the

Market Co-ordinator or delegate to occupy a Stall and undertake Trading Activity at the Market.

Stall Holder Information means the site specific information that is detailed on the Website and in writing as a page or document titled 'Conditions and Code of Conduct to be complied with by Stall Holders' or 'New Stallholders Information'.

Stall Fee means the amount charged by the Market Co-ordinator or delegate and payable by the Stallholder as consideration for the opportunity provided by the Market Co-ordinator or delegate to the Stallholder to undertake Trading Activity at the Market. The Stall Fees are included on the.

Trade at the Market means occupy a stall and undertake Trading Activity

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

Website means the internet address that is controlled by the Market Co-ordinator or delegate and which pertains to the Market, the Manager has the licence to control, operate and regulate.

Note: Where there is more than one person, partner or legal entity noted on these Regulations then these Regulations shall apply jointly and severally.

2. STALLHOLDER'S OBLIGATIONS & RESPONSIBILITIES

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

(1) respond co-operatively to any direction given by the Market Co-ordinator or delegated staff in relation to the operation and occupation of their stall, equipment, goods and vehicle during set up and pack down activities and any direction of a security or safety nature;

(2) ensure that their activities do not endanger the safety or security of any people at the Market;

(3) 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 Stall Holder and that, if any such damage is caused, the costs of any repairs, making good or replacement are borne by the Stall Holder;

(4) leave the site in the condition in which it was before the stall 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 Stall Holder;

(5) not operate or use any amplified sound equipment of any nature without the express permission of the Market Co-ordinator or delegate;

(6) keep the Market and its immediate surrounds clean, tidy, presentable and free from waste and rubbish;

(7) 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;

(8) report to the Market Co-ordinator or delegate any incident or accident to any person or property that involves loss or could be expected to give rise to a Claim;

(9) 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 or delegate;

(10) vacate the Market immediately after being requested to do so by the Market Co-ordinator or delegate;

(11) not use the Market for any purpose other than the display and sale of Approved Products;

(12) not place or affix any product or signage to any permanent building, structure, play apparatus or vegetation.

(13) not comment adversely to or make any comment, whether orally or in writing, or to perform any action that is or might be detrimental to or bring into disrepute, be inconsistent with, be contrary to and/or be prejudicial to the best interests, image or welfare of the Markets

(14) not take part in anti-social behaviour or use language that causes distress to other Stall Holders, the public or the Market Co-ordinator or

delegated staff and volunteers and/or creates unrest or disruption to the harmonious nature of the markets. Anti-social behaviour will not be tolerated and will result in eviction from the market. There will be no requirement to issue a warning in the event of this obligation.

3. **STALL HOLDERS ARE RESPONSIBLE FOR THE**:

- safety of all equipment brought by the Stall Holder to the Market;
- safety of their employees, staff, agents or representatives that may occupy the Stall Holder's Stall; and
- cost of all repairs or replacement of any items belonging to the Manager or delegated staff that are damaged by the Stall Holder. and
- The Stall Holders acknowledges that the Market Co-ordinator or delegate may revoke the Stall Holder's consent to Trade at the Market in the case that the Stall Holder fails to comply with the obligations detailed above.

4. **A STALL HOLDER MAY ONLY OFFER FOR SALE APPROVED PRODUCTS.**

To vary the Approved Product/s, a Stallholder must submit a new Application that describes the proposed new product/s to the Manager or delegate. The Market Co-ordinator or delegate will review the form and advise the Stall Holder in writing as to whether their application has been successful or not.

The Market Co-ordinator or delegate may cancel a Stall Holder's approval to occupy a Stall at the market if the merchandise offered for sale is substantially different from the Approved Product.

5. **APPROVED PRODUCTS**

In order to ensure variety and a limited number of stalls in each product category at the Market, the Market Co-ordinator or delegate reserves the right to reject applications and not to enter into correspondence or otherwise explain the reasons for the decisions.

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

The Market Co-ordinator or delegate reserves the right to sell all hot foods and hot/cold beverages on market days. Casual traders may be invited to attend market to sell other items of a food nature (ie: Ice Creams, Coffee etc;) as and when required.

Products and services that may not be offered for sale or sold at the Market 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; items not in accordance with the relevant Australian Standards; and other items as advised under the MidCoast Council Market Policy.

6. EQUIPMENT

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

All Stall equipment including racks, tables, equipment, signage; etc must be located within stall site boundaries. Public access ways must be kept clear at all times and Stall Holders must co-operate with the Market Co-ordinator or delegate in ensuring that an appropriate corridor is maintained along pedestrian pathways.

7. GUARANTOR'S OBLIGATIONS

Stall Holders who trade through a company structure must also agree to be noted as a Guarantor. The Guarantor must be approved by the Market Co-ordinator or delegate.

In consideration of the Market Co-ordinator or delegate permitting the Stall Holder to trade at the Market, the Guarantor unconditionally and irrevocably guarantees to the Market Co-ordinator or delegate the due and punctual performance and observance of the Stall Holder to the terms and conditions of these Regulations

8. INSURANCE

Marine Rescue NSW has public liability insurance for the amount of $100m on behalf of the Market Co-ordinator and delegates to meet their legal obligations.

Stall Holders are required to hold Public Liability Insurance to the value of $20m to meet their obligations in regards to their Public Liability.

A copy of a Stall Holders Public Liability Insurance is to be provided to the Market Co-ordinator or delegate prior to setting up their Stall for the first time.

A copy of a renewed Policy is to be provided annually prior to 01 Nov of each year.

The Market Co-ordinator or delegate reserves the right to offer a discounted Stall Fee to Stall Holders who have attended the market over a continuous period and have made a commitment to continue to do so.

9. POWER & EQUIPMENT REQUIREMENTS

Power is available at the Market for a fee at a limited number of sites. Stall Holders must ensure that all electrical equipment and leads utilised by the Stall Holder at the Stall is tagged in compliance with relevant workplace laws and regulations and such tags must be available for inspection at all times.

10. STALLS

The Stall Holder acknowledges that the Market Co-ordinator or delegates consent to the Stall at the Market may not be assigned to any other person and Stall Holder to occupy a does not convey any right to any particular location for a Stall. Stall Holders must locate their Stalls as directed by the Market Co-ordinator or delegate who is authorised to determine and change the layout for Stalls from time to time.

The Stall Holder must ensure that all Trading Activity is undertaken within the boundaries of their Stall.

The Stall Holder may request from the Market Co-ordinator or delegate permission to utilise extra space at the Market, if the request is granted, the Management Group reserves the right to charge an additional Stall Fee in respect of the additional space.

11. 'SET UP' AND 'PACK DOWN'

The hours of 'Set Up' and 'Pack Down' outlined in the Stall Holder Conditions and Code of Conduct under '***3. Market Hours.*** *We advertise the Markets are open to the public from 8.00am to 1.00pm. The park is open from 5.30am to allow Stall Holders to set up. Pack down starts at 1.00pm and must be completed by 2.30pm. No early pack downs are permitted unless the Market is abandoned or prior arrangements have been made.'*

Stall Holders must abide by the instructions of the Market Co-ordinator or delegate & Marine Rescue volunteers in relation to traffic control.

In the interests of Occupational Health & Safety, Stall Holders must strictly comply with specific times in relation to the 'Set up' and 'Pack Down' of the Market. 'Set up' and 'Pack Down' of a Stall outside 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 Down' is considered to be a major breach of the Stall Holder's obligations and the Market Co-ordinator or delegate reserves the right to refuse the offending Stall Holder permission to occupy a Stall at the Market on the day of the infringement and on any future date.

12. SIGNAGE

Stall Holders may not erect any advertising display or signage unless the Stall Holder has received the Market Co-ordinator or delegates consent to display such advertising display or signage.

13. STALL FEES

Stall Fees are to be paid at each market and will be collected prior to 10:30am by the Market Co-ordinator or delegate.

Stall Fees are not refundable. No credits or refunds are issued in the case of bad weather.

14. TRADING HOURS

Trading Activity is permitted during the advertised market time *8:00AM to 1:00PM.* All stalls must be set up and ready to trade at the commencement of the market time. It is the responsibility of the Stall Holder to continue trading for the full duration of the market time.

Stall Holders must cease trading and commence pack up at the end of the market time and must ensure they are off site no later than 2:30pm.

Stall Holders who have booked a Stall shall be entitled to a Stall only until the commencement of trading hours. Stall Holders who have not occupied their stall by this time may forfeit their Stall booking, they will not be entitled to any credit or refund of stall fees and the Market Co-ordinator or delegate reserves the right to allocate the Stall to another Stall Holder.

15. VEHICLE & TRAFFIC CONTROL

Stall Holders must comply with the terms of the Tuncurry Market Transport and Traffic Management Plan (as amended from time to time) and must abide by the instructions of the Market Co-ordinator or delegate & Marine Rescue volunteers regarding the movement and parking of vehicles at the Market, on the public roads and in areas within the immediate vicinity of the Market.

Vehicles are to drive within the Market area at a speed no greater than 10 K/ph. During market times and whilst within the boundaries of the market any vehicles moving are to be escorted by a walker immediately in front of or behind the vehicle depending on its direction of travel.

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'

16. WASTE MANAGEMENT

Stallholders are required when leaving to remove from the Market 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 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 and waste materials.

Any stallholder found to be utilising the Market rubbish bins for the removal of the Stallholder's 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 stall if this activity continues and appropriate warnings have been given by the Manager or delegate.

17. WEATHER

The Market is an open-air event and may operate in varying weather conditions. You should not apply for a stall unless you are prepared to take the risk on weather. A decision to cancel a market due to adverse weather will be made no later than 7:00am on market day unless weather predictions deem a market unviable. Any decision to cancel is make by the Unit Commander or delegate in consultation with the Market Management Group on the days before or on the day of the market.

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 and inclement or adverse weather conditions threaten, it is solely at the Stallholder's discretion as to set up, commence to trade, continue to trading or, cease to trading and pack up. 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 Market Co-ordinator or delegate will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions or any decisions it makes in relation to the continuation of trade during adverse weather conditions.

18. MANAGER'S EXCLUSION OF LIABILITY

The Stallholder acknowledges and agrees that the Manager or delegate 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 or delegate has made no warranty or representation in relation to or in connection with;

- the prospects of the Stallholder for selling of approved products or services at the Market;
- the Stallholder's access to people visiting the Market or the access those people have to the Stallholder site;
- the existence, number or quality of products or services that will compete with the Stallholder;
- 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 or delegate;
- the existence or extent of any security measures undertaken to protect the Stallholder, the approved products or services and/or the Market against terrorist or other criminal activity; or
- the existence or extent of any security at the Market.

19. MANAGER'S REPRESENTATIONS

The Market Co-ordinator or delegates consent to the Stallholder to trade at the Market does not convey to the Stallholder any ongoing rights in relation to the Market into the future and such consent can be terminated by the Market Co-ordinator or delegate at any time in writing and without any period of notice.

The Market Co-ordinator or delegate reserves the right to undertake any of the following actions without notice;

- re-locate a Stallholder to another Stall site within the Market;
- require the Stallholder to remove from sale any good or service offered by the Stallholder which are not approved; or
- request that the Stallholder undertake any reasonable measure which in the opinion of the Market Co-ordinator or delegate will improve the safety of the Stall

20. MANAGER'S RIGHT OF TERMINATION

The Market Co-ordinator or delegate reserves the right to withhold consent to a Stallholder to Trade 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 Stall Fee in a timely manner;
- fails to abide by the Market's set up or pack up conditions;
- fails to abide by the market time (*8:00AM to 1:00PM);*
- fails to abide by the terms and conditions of the Tuncurry Market Transport and Traffic Management Plan;
- fails to limit the products or services offered for sale to approved products or services;
- commits a criminal act at the Market; or
- breaches the Conditions and Code of Conduct or otherwise behaves in a manner that the Market Co-ordinator or delegate considers is inappropriate or may bring the Market into disrepute.

21. STALLHOLDER INDEMNITY

Without limiting the generality of any other provision of these Regulations, the Stallholder hereby indemnifies and holds the Manager or delegate 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 or their staff;
- 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 or delegate as a result of the Stallholder's breach of these Regulations.

22. STALLHOLDER WARRANTIES & REPRESENTATIONS

The Market Co-ordinator or delegate 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 or delegate 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 retails laws currently in force;

- the Stallholder does not bring into the Market any hazardous materials of 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 or delegate 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;
- any failure by the Stallholder to sell the approved products;
- any journey from or to the Market; or
- damage or injury to any property or person.

Market name (include location and date)**:**	Tuncurry Markets, held in John Wright Park, Manning Street, Tuncurry, date generally the 4th Saturday each month
Market Organiser:	The Unit Commander, Forster Tuncurry Marine Rescue Unit
Risk assessment prepared by:	Anthony Breen, Deputy Unit Commander, Forster Tuncurry Marine Rescue Unit
Date:	14 June, 2026

Risk no.	**Risks** What could happen to threaten the success of your activity?	**Causes / hazards** How could the risk occur?	**Consequences** What or who could be impacted by the risk? (consider consequences categories in risk assessment matrix)	**Inherent Risk rating** (before controls - use matrix)	**Controls** (e.g. policies, procedures, systems to reduce or prevent the risks)	**Residual Risk rating** (after controls -use matrix)	**Responsible Officer** (for controls)	**Additional controls planned** (include responsibility)
1	**Weather interrupts market**	Unexpected storm events during a market	Loss of power Crowds panic Lack of shelter at market site. Damage to vendor stock	Medium	See Market Management Plan; Communication Strategy; See Tuncurry Market Emergency Management Plan (Para 21 & 22)	Low	Market Coordinator	Nil proposed
2	**Injuries to market attendees**	Slips, trips and falls; Antisocial behaviour (alcohol);	Claims; financial costs; significant injury or illness requiring medical treatment; damage to reputation	High	Site inspection pre-market & any necessary maintenance notified to Council; Alcohol free; surveillance; Incident reporting procedures; Tuncurry Market Emergency Management Plan; First aid provided by trained volunteers.	Medium	Market Coordinator	Nil proposed
3	**Damage to site**	Damage to park from vendors and their equipment; Site in disarray and visually displeasing post market	Damage to reputation, financial costs	Medium	Market Management Plan, Communication Strategy, Site inspection pre-market and any necessary maintenance, insurance (council and stallholders), crowd control, incident reporting procedures, volunteers carry out surveillance, regular site safety assessment throughout market period	Low	Market Coordinator	Nil proposed
4	**Vendors not having appropriate compliance/ trading permits/ insurance**	Noncompliance of insurance and market requirements	Financial costs, legal ramifications, damage to reputation	Low	Market Management Plan, in particular the 'Stall Holder Conditions and Code of Conduct'	Low	Market Coordinator	Nil proposed
5	**Fire**	A number of Stall holders use electrical power (Coffee Van, BBQ Van, Records/Music Man, Donut Stall	Claims for Personal/Property damage against Stall Holders, Market Coordinator, Council	Low	Testing & tagging of electrical equipment and leads; insurance held by stallholders and the Licence holder; Ensure Stall Holders have extinguishers available and they been Inspected	Low	Market Coordinator	Nil proposed

Risk no.	Risks What could happen to threaten the success of your activity?	Causes / hazards How could the risk occur?	Consequences What or who could be impacted by the risk? (consider consequences categories in risk assessment matrix)	Inherent Risk rating (before controls - use matrix)	Controls (e.g. policies, procedures, systems to reduce or prevent the risks)	Residual Risk rating (after controls -use matrix)	Responsible Officer (for controls)	Additional controls planned (include responsibility)
6	**Trip hazards from electrical cables**	A small number of Stall holders use electrical power (Coffee Van, BBQ Van, Records/Music Man, Donut Stall	Claims for Personal/Property damage against Stall Holders, including Marine Rescue the Licence holder and MidCoast Council	Low	volunteers carry out patrols of the market site during the market period, they are on the look out for potential hazards. Ensure cable are not run through pedestrian areas and are barricaded or covered	Low	Market Coordinator	Nil proposed

Make a statement about your overall assessment and any decisions made:

Marine Rescue has held the License and successfully run the market for a number of years, the Market Management Plan, the Stall Holder Conditions/Agreement and Market Regulations have been refined through many iterations to the documents we present with this renewal application. The Unit Commander and staff have years of experience in organizing these Markets. The Market Management Group are well aware of the potential hazards that may arise in holding a Market in this Park and how those dangers may be mitigated.

RISK MATRIX

Risk Rating = Consequence (C) x Likelihood (L)

As an example, if the Consequence rating is a '3-Moderate' and the Likelihood rating is a '4-Likely', the resultant Risk Rating is a 'High (12)' (i.e. where the two ratings intersect on the matrix). Once the Residual Risk Rating is determined, use the 'Preferred Risk Treatment' table (over page) as a guide to determine if additional risk treatment is required to further manage the risk

		Consequences rating (C)							Likelihood rating (L)					
		Financial	**People (health, safety & wellbeing)**	**Property**	**Event delivery**	**Compliance**	**Environment**	**Reputation**	The incident may occur but only in exceptional circumstances; no past history. <2%	The incident could occur at some time; no past history. 2-20%	The incident might occur at some time; some past warning signs or previous event history. 21-60%	The event will probably occur in most circumstances in the current environment; some recurring past history. 61-90%	The event is expected to occur in most circumstances in the current environment; frequent past history. >90%	
		Risks that impact event funding and budget	*Risks that impact health and safety of community, workers, volunteers, etc.*	*Risks that impact property owned by Council or third parties*	*Risks that impact the ability to conduct the activities/event*	*Risks that impact compliance with legislation and regulatory requirements*	*Risks that impact the environment*	*Risks that impact event reputation (community, media sponsors)*	**Rare** **1**	**Unlikely** **2**	**Possible** **3**	**Likely** **4**	**Almost Certain** **5**	
Severe	**5**	Extensive financial loss / critical budget overrun; threat to viability of event	Fatality; permanent disability or illness	Widespread property damage; substantial value loss; potentially uninsured loss	Severe disruption; threat to viability of event	Substantial breach, multiple fines / penalties of significant value; investigation; possible imprisonment	Critical impacts; requires long term remediation; potential health threat	Widespread public criticism / extensive negative media attention; loss of community support and sponsorship	**Medium (5)**	**High (10)**	**High (15)**	**Extreme (20)**	**Extreme (25)**	**Risk Rating**

Major	**4**	Major financial loss / budget overrun; need to seek additional funding	Significant injury or illness requiring extensive medical treatment	Major property damage; significant value loss; insured loss	Major disruption; potential to delay / postpone event	Serious breach, fine / penalty; external authority investigation	Major impact; Site unusable for a significant period	Serious public criticism / adverse media attention; loss of local support for event	**Low (4)**	**Medium (8)**	**High (12)**	**High (16)**	**Extreme (20)**
Moderate	**3**	Moderate financial loss / budget overrun; manageable within budget contingencies	Injury or illness requiring medical treatment	Multiple instances of minor property damage; moderate value loss; insured loss	Moderate disruption to several activities during event	Non-compliance, moderate value fine / penalty; possible external authority investigation	Moderate impact; Site unusable for a short period	Heightened criticism / increased negative media attention; loss of some local support for event	**Low (3)**	**Medium (6)**	**Medium (9)**	**High (12)**	**High (15)**
Minor	**2**	Minor financial loss; marginal budget overrun	Minor injury requiring first aid	Minor property damage; low value loss; under insurance excess	Minor impact; minimal disruption to one-off activity during event	Minor non-compliance; fine / penalty	Minor impact; remediation immediate	Some complaints and criticism / minor instances of negative media attention	**Low (2)**	**Low (4)**	**Medium (6)**	**Medium (8)**	**High (10)**
Insignificant	**1**	Insignificant financial loss / negligible impact on budget	Insignificant injury with no treatment	Isolated property damage or loss; no cost	Isolated impact; no disruption to event	compliance; negligible fine / penalty	Minimal impact; isolated release only	Isolated complaints	**Low (1)**	**Low (2)**	**Low (3)**	**Low (4)**	**Medium (5)**

PREFERRED RISK TREATMENT

Use this table to evaluate your risks against your risk analysis – is your risk acceptable or is additional risk treatment necessary.

Residual Risk Rating	Preferred risk treatment options
Extreme	**Preferred treatment options: Cease activity - Prevent, Avoid** ▪ Cease activity to determine if risk can be managed or avoided ▪ Review and introduce additional or improved controls to reduce the risk to an acceptable level before proceeding (or avoid the risk) ▪ Monitor and maintain control effectiveness if activity proceeds
High	**Preferred treatment options: Prevent, Avoid, Transfer or Mitigate** ▪ Consider ceasing activity temporarily to consider alternative options to manage the risk ▪ Review and introduce additional or improved controls to reduce the risk to an acceptable level before proceeding ▪ Monitor and maintain control effectiveness

Medium	**Preferred treatment options: Mitigate or Accept & Monitor** ▪ Review controls to determine adequacy and effectiveness ▪ Consider implementation of additional or improved controls to reduce the risk if deemed necessary ▪ Continue to monitor and maintain control effectiveness
Low	**Preferred treatment options: Accept and identify corrective action** ▪ Manage risk by existing controls / routine procedures ▪ Continue to monitor and maintain control effectiveness

TUNCURRY MARKET EMERGENCY MANAGEMENT PLAN

Important Telephone Numbers:

PHONE: 000 IN EMERGENCIES

Local Police: 02 6555 1299

SES: 132 500

Emergencies will be announced by the Market Co-ordinator and communicated onward by other Marine Rescue volunteers who can be identified or recognised in their dark blue uniforms.

The correct responses to the following types of emergencies are:

PERSONAL INJURY/MEDICAL EMERGENCY: The Market Co-ordinator to be informed who will assess level of action. If applicable, basic first aid may be administered by qualified Marine Rescue volunteers. If other than a minor injury call 000 immediately. If the incident involves electricity DO NOT touch the person until the power is disconnected.

Notify Police if a death or serious injury occurs.

LOST PERSONS: Take lost person to Market Co-ordinator and ask for an announcement to be made. Remain with person in the Marine Rescue information tent, the designated control area until friend/family member is located.

FIRE/EXPLOSIONS: Call 000 immediately, notify Market Co-ordinator. Follow General Evacuation steps.

TERRORIST THREAT: Call 000 immediately, notify Market Co-ordinator. Follow General Evacuation steps.

ROBBERY: Notify Market Co-ordinator who will notify Local Police.

EXTREME WEATHER: In the event of heavy rain, damaging wind or lightening the Market Co-ordinator may close the markets. The decision is announced and communicated onward by Marine Rescue volunteers.

GENERAL EVACUATION: The Market Co-ordinator assisted by Marine Rescue volunteers is to ensure people leave the market area calmly and quickly, Stall Holders to leave equipment and take personal belongings only. Use emergency exits as per site plan, and assemble at designated muster point (car park adjacent to Wallis Lake Fishermen's Co-op). If you are, or see someone who is mobility impaired advise a Marine Rescue Volunteer who will assist.

This Emergency Plan will be tested by direct employees only, once a year.

PHONE 000 IN EMERGENCIES

MARKET CANCELLATION PROCEDURE

See Para 17 of the Tuncurry Market Regulation.

A decision on cancellation due to weather will be made no later than 7:00am on Market day by the Unit Commander in consultation with the Market Management Group on the day of the market.
Any decision to cancel a Market may be communicated to the public by announcement on Great Lakes FM and 2RE radio stations.
If it becomes apparent a Market will not be held and there is sufficient time, the Market Face Book page will be updated with relevant information.

ON-SITE CONTACTS, MARKET OPERATOR, STAFF BACK-UP

The Tuncurry Market is run by the Forster Tuncurry Unit of Marine Rescue NSW.

The Market Management Group comprises;

Unit Commander	Geoff Anderson	0438 667 585
Deputy Unit Commander	Tony Breen	0419 144 703
Market Co-Ordinator	Maryanne Paynter	0417 400 994
Fundraising Officer	Diane Hallam	0400 090 146
Unit Member Contact	Janet Christou	0490 805 569

Prior to each market the Unit Membership Officer contacts members to ascertain their attendance on market day to fill key roles and positions. At the market Marine Rescue runs an Information Stall, Hand Craft Stall, BBQ and Slushy/Ice Cone Stall, all are staffed by uniformed volunteers. The Market Co-Ordinator may call on any of these members to assist with general security, traffic management, crowd control or, if qualified, first aid.

WORK, HEALTH AND SAFETY PLAN

Marine Rescue Volunteers have all attended an Induction program which included sessions on Work Place Health and Safety.

All members attending sign on for duty at the Information Stall.

Those assisting at the BBQ sign on separately and acknowledge they have read and are conversant with safe food handling practices, general hygiene practices and they understand the BBQ safety rules. They collect an apron which is worn at all times while working at the BBQ. Those serving food wear gloves which are regularly replaced. Hand washing facilities are available.

Volunteers not assigned roles at the various stalls or if taking breaks from duty are expected to make security patrols through the market area and surrounding park. They're encouraged to engage with Stallholders and patrons and provide information if required. During these patrols they look-for potential hazards or dangerous situations which may be reported to the Market Coordinator for attention.

Many members are qualified First aid providers and are available to provide assistance to any person requiring aid.

Marine Rescue as operator of the market has on site a First Aid kit and an automatic Defibrillator Unit.

Incidents where any person is injured are recorded on a 'Notification of Injury Form' by the Market Coordinator who notes details for investigation and follow-up.

SECURITY AND MONEY HANDLING PROCEDURES

During the Market uniformed Marine Rescue members patrol the market area, engaging with Stall holders and the public providing a visible presence.

Money collected at each of the Marine Rescue stalls is kept in either cash registers or locked cash tins. Stall fees collected by the Market Coordinator and the monies collected at each Marine Rescue stall are kept securely prior to being counted, recorded and delivered to the Unit Adminstration Office the afternoon of the market and then held in a secure safe for subsequent banking.

TUNCURRY MARKET
WASTE MANAGEMENT and SUSTAINABILITY PLAN

To ensure adequate waste management and litter control at the markets the following steps are taken:

- A number of council provided waste containers already exist in John Wright Park;
- These are supplemented by Market Management Group through J.R. Richards
- Stall Holders are responsible for the removal of their own Stall waste. This includes any packing materials or containers;
- Market Management Group is to conduct regular inspections of the site before, during and after the market to ensure the area is maintained;
- Market Management Group removes any waste that will not fit in the waste containers supplied by J.R. Richards;
- Stall Holders are encouraged to use environmentally friendly packaging and to minimize the use of single use plastic bags;
- Stall Holders providing hot foods (eg Marine Rescue BBQ and Salvation Army donut stall) wash and clean their equipment off site. Small containers of water used for hand and utensil cleaning and, any ice left over from the Slushy/Snow Cone machine and the cold drinks Esky is spread on the grass and park garden beds at the conclusion of the market.
- Public Toilets are located in the southern section of the park (see the Site Plan).

TUNCURRY MARKET
TRANSPORT and TRAFFIC MANAGEMENT PLAN

Market Management agrees to the following:

- Comply with all traffic regulations of the Mid Coast Council and the State of NSW.
- Notify emergency services in the event of any incidents.
- Off-street parking is limited to the concrete apron between the Slipway and the covered stage.
- Stall holders use marked parking spaced in the park entrance way, the road adjacent to the moorings, Manning Street (either side) or in nearby streets.
- On market day at 5:00am traffic control signage is placed at the entrance to John Wright Park on Manning Street, indicating roadways within the park are shared by both vehicles and pedestrians and that vehicle speed is limited to 10 K/ph.
- Provide traffic marshals at the entrance to the park during the initial 'Set Up' period and up to 9:00am.
- Restrict traffic movement of stall holders within the park between the hours of 7:30am and 1:00pm.
- Monitor traffic on the park roadways and advise emergency services as required.
- Ensure all parking occurs in accordance with MidCoast Council and State of NSW regulations.
- If required, arrange appropriate access to emergency vehicles.
- Stall footprints are marked and stalls can only be erected on marked areas, those marked footprints do not encroach on footpaths or walkways.

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