



RULES AND REGULATIONS

Updated October 2019

IMPORTANT INFORMATION

This booklet contains information important to your future as a trader in Fremantle Markets. Please read it thoroughly, explain it to all your staff, both old and new, and re-read it at least annually. Please retain in your stall for reference.



RULES AND REGULATIONS

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PURPOSE

These Rules and Regulations apply to all Traders and apply in conjunction with the terms of any License Agreement issued by FMPL to occupy and operate a stall within Fremantle Markets. The successful application of these Rules & Regulations will assist in the provision of a safe working environment and provide our customers with a rewarding shopping experience.

DEFINITIONS

In these Rules and Regulations unless the context otherwise requires: -

“Fremantle Markets” means the area of land and buildings set down in the Lease between the City of Fremantle and the Licensor and where appropriate in the context includes that part of the surrounding area which the public might reasonably take to be associated with the business of Fremantle Markets. Where the expression in, or within, or on, or of, or at, the Markets is used it should be taken to mean the area covered by this definition.

“Lease” means the registered lease K572911 between the City of Fremantle as lessor and the Licensor as lessee dated 10 March 2008 for a term commencing on 10 June 2008 and expiring on 31 October 2026.

“Licence Agreement” means a licence agreement or sub-lease or any other agreement or document made between the Licensor and a Licensee which grants a Trader a right to occupy a Stall.

“Licence Fee” means the Licence fee payable pursuant to a Licence Agreement.

“Licensee” means a Trader who has entered into a Licence Agreement with the Licensor in respect to a Stall.

“Licensor” means Fremantle Markets Pty Ltd, PO Box 1837 Fremantle WA 6959

“Market Manager” means and includes the Licensor and any person the Licensor appoints from time to time to carry out all or any specified tasks with respect to management of the Markets.

“Market Trading Days” means the days on which the Markets are open for trading.



“Outgoings” means the Outgoings payable pursuant to a Licence Agreement.

“Rules and Regulations” means the rules and regulations created by this document as amended from time to time by the Licensor.

“Stall” means a part of the Fremantle Markets which is designated by the Licensor as a stall for occupation by a Trader for the purpose of sale by the Trader of food, beverages, goods, wares or merchandise or any other purpose approved by the Licensor.

“Fixed Trader” means a person who is entitled to occupy or trade from a Stall pursuant to a Sub-Lease or Licence Agreement and where the context permits includes any person occupying or trading from a Stall.

“Casual Trader” generally trades on a weekend or a number of weekends (by agreement) to sell general merchandise (products and/or services or Foodstuffs).



RULES AND REGULATIONS

1. COMPLIANCE WITH RULES AND REGULATIONS

Traders must:

- (a) duly and punctually comply with and perform and observe these Rules and Regulations;
- (b) promptly comply with the orders and directions of the Market Manager in respect of the public appeal, conduct, order, safety, comfort, efficiency, aesthetics, cleanliness and management of the Fremantle Markets;
- (c) inform their employees, agents (including suppliers) and contractors of these Rules and Regulations and ensure that they comply with these Rules and Regulations and any orders and directions of the Market Manager.

These Rules and Regulations are in addition to and do not detract from a Traders' obligations under the Traders' Licence Agreement. A breach by a Trader of any of these Rules and Regulations is a breach of a Traders' Licence Agreement and may result in termination of the Traders' Licence Agreement.

These Rules and Regulations may be amended from time to time by the Licensor and the amended Rules and Regulations will be applicable from the date they are posted on the Fremantle Markets website.

2. MARKET TRADING TIMES AND SETUP TIMES

The days and hours when the Markets will be open for trading as at June 2018 are as follows:-

THE HALL

Friday	9.00am	to	8.00pm
Saturday	9.00am	to	6.00pm
Sunday	9.00am	to	6.00pm
Public Holiday Monday	9.00am	to	6.00pm

THE YARD

Friday	8.00am	to	8.00pm
Saturday	8.00am	to	6.00pm
Sunday	8.00am	to	6.00pm
Public Holiday Monday	8.00am	to	6.00pm



Days and times may be altered as required for statutory holidays and special events and the Licensor may notify any amendments to trading hours from time to time.

The Licence Agreements only permit trading on Market Trading Days and within the specified hours. Trading outside these days and times without the prior written consent of the Market Manager will be a breach of these Rules and Regulations.

Traders may gain access to the Markets for re-stocking, setup, deliveries and attendance by tradesman at the following times or on such days and times as otherwise determined by the Market Manager from time to time:

Fixed traders

Wednesday	8.00am to 3.00pm
Thursday	8.00am to 6.00pm

Casual/Temporary Traders

8.00am until 6pm on Thursdays and from 7.30am on Fridays.

3. INSURANCE

The Trader is required to arrange and keep current **Public and Products Liability** Insurance with an insurer approved under the Insurance act in the name of the Trader and including the interest of Fremantle Markets Pty Ltd.

Insurance is to be for a minimum indemnity limit of \$10,000,000 and evidence of such insurance to be provided to the Market Manger.

It is also the responsibility of the Trader;

- To arrange workers compensation insurance as required by law
- To arrange such other insurance the trader considers necessary in respect to the traders property. It should be noted the Fremantle Markets Pty Ltd do not accept any liability for loss or damage to the Traders property how so ever caused.

4. BUSINESS ACTIVITIES

Use/Purpose of Stall



Traders must only sell what is specified in their Licence Agreement under the heading “Use/Purpose of Stall”. Selling items that are not listed in the Licence Agreement will be a breach of these Rules and Regulations.

There is no exclusivity of products for sale.

Any new items must be authorised by the Market Manager with the appropriate amendment made to the Licence Agreement. Such alterations shall be made at the Traders’ expense.

Goods or produce which are imperfect or seconds must be clearly described as such.

Goods or produce not of a merchantable quality or which are offensive must not be offered for sale.

Misrepresentation of Product

Traders shall not misrepresent their stock or merchandise to customers or carry on or permit to be carried on in any place or by any media any false or misleading advertising or promotion of their stock or merchandise or the quality of any of it.

Webpage

It is the Traders responsibility to ensure their webpage on the Fremantle Markets website www.fremantlemarkets.com.au is kept up to date. Updates are to be forwarded to the Market Manager in writing and will be updated within 2 working days.

Details required to be regularly updated by Traders include contact names, phone numbers and products sold.

The Fremantle Markets website is used by Management to obtain details for all public phone queries relating to Stalls.

Mail

FMPL’s PO Box & street address is not to be used for tenant mail and any tenant mail received to the PO Box or street address will either be returned to sender or disposed of where no return address is provided.



5. STALL REQUIREMENTS

General

The fit-out, general cleanliness and maintenance of a Stall is the responsibility of the Trader. Stalls must be kept in good condition, painted and maintained to ensure that the market is seen to meet acceptable standards of cleanliness. Any changes in fit-out, painting etc must be approved in writing by the Market Manager.

Planning Approval

Development approval (also called Planning approval) is required for most types of development and land use in the City of Fremantle. Development includes:

- The erection, construction or demolition of any building or structure (or stall)
- Building alterations or additions
- Excavation work

Further information can be obtained from:

Planning services

City of Fremantle

Fremantle Oval

70 Parry Street, Fremantle

T 08 9432 9999

E planning@fremantle.wa.gov.au

W www.Fremantle.wa.gov.au

Heritage

Fremantle Markets has been entered in the Heritage Council of Western Australia's Register of Heritage Places. All development applications must be referred to the Heritage Council for approval.

The City has an informative website which is a readily available and efficient way to obtain further information.

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Health Permit

Food traders are also subject to the licensing requirements of the City of Fremantle. Confirmation of approval to trade from the City is required prior to commencement of trading.

To obtain the appropriate approvals from the City of Fremantle to operate a food stall, please contact their Health Officer at least 10 days prior to commencing trade.

City of Fremantle

Licensing Officer

Environment Health Services

PO Box 807, Fremantle

Ground Floor, 8 William Street, Fremantle

08 9432 9856

health@fremantle.wa.gov.au

Small Retail Shop Application for Certificate

All business must apply for a certificate as a Small Retail Shop in accordance with the terms specified in the Retail Trading Hours Act 1987.

Please complete the Special Retail Shop Application for Certificate form on our website <https://www.fremantlemarkets.com.au/leasing> & return to;

Department of Consumer and Employment Protection

Locked Bag 14 Cloisters Square

Perth WA 6850

Ph: (08) 9282 0841

Fx: (08) 9282 0862

Trade Waste & Grease Traps

Food stalls are required to check with the Water Corporation before entering a lease if they require connection to a grease trap. Connection and installation of a grease trap is the tenants' responsibility and cost. This includes planning approval from the City of Fremantle.

All food stalls are required to complete the Water Corporations Trade Waste Form at <https://www.fremantlemarkets.com.au/leasing> and return to tradewaste@watercorporation.com.au



Exhaust Canopy

Deep fryers & their associate equipment if not properly maintained create a serious fire risk.

Stalls with deep fryers & exhaust extraction fans must adhere to the **Deep Fryer & Exhaust Extraction Fire Safety Procedure** in Appendix H.

Fire Extinguishers

Stalls where cooking is carried out are to supply a Wet Chemical Fire Extinguisher (red with a white band or label) and a FIRE BLANKET of adequate size, kept in a readily accessible location close to the cooking appliances. Fire extinguishers and blankets shall be maintained in good working order in accordance with Australian Standard AS1851.1-1995 and replaced or serviced as required.

General merchandise stalls are required to have a Dry chemical Powder Fire Extinguisher.

All extinguishers need to be mounted in an accessible location with at Fire Extinguisher sign located directly above.

Gas Compliance

Food traders utilising gas appliances are required by legislation to ensure all appliances have been approved. Please contact Energy Safe for more information;

Principle Engineer Gas Utilisation

Energy Safe

08 9422 5200

www.energysafety.wa.gov.au

Shop Improvements and Signage

Traders shall not deface or damage the Fremantle Markets building or attach anything whatsoever to the Fremantle Markets building or the Licensor's improvements, fixtures, fittings or equipment without first obtaining the consent in writing of the Market Manager.

Signs shall not be erected without the prior written approval of the Market Manager and shall in all instances reflect policy in respect to position, size, colour, design and method of attachment.



Cool rooms

Cool rooms are to be emptied at regular intervals as determined by the Market Manager for cleaning and other purposes. The Market Manager shall provide reasonable notice in relation to any instruction to clear stock from a cool-room.

Dangerous Goods

Traders must not bring to or permit to remain upon or within the Fremantle Markets any dangerous, noxious or inflammable substance, device or material.

Goods, Rubbish and Waste

Traders shall not dispose of or leave any stock, property, goods or rubbish in the passageways, entrances or common areas of the Fremantle Markets.

In the event of a breach of this rule, the Market Manager may remove any such property, goods or rubbish at the expense of the Trader without incurring any liability from the Trader whatsoever.

Trade waste and general waste must be placed in the containers provided (external bins) and not in the bins provided for public use (internal bins).

All putrescible waste (excluding fruit & vegetables) must be placed in plastic bags with sealed tops.

Cardboard boxes must be flattened prior to disposal and clear of food scraps and plastic lining material prior to being placed in the approved recycling bin.

Traders must comply with the Market Manager's policy on recycling rubbish as amended from time to time. Without limitation Traders must dispose of rubbish by utilizing any recycling facilities provided and otherwise act in accordance with the Market Manager's instructions.

All traders rubbish is to be kept at the stall until closing time and then disposed of via the following options;

- General Waste Crusher – general waste
- Cardboard Crusher – cardboard
- Blue Bins – fruit, vegetables & food scraps. Polystyrene is not to be disposed of in our bins.
- Pallets & crates – to be stacked neatly at the back of Church



Distribution of Promotional Material

Traders must not distribute any letters or correspondence to other Traders or customers.

Spruiking, Loudhailers and Music

Except where expressly permitted by the terms of a Licence Agreement no theatrical, concert, instrumental or choral or similar public performances or spruiking are permitted at the Markets without the prior written approval of the Licensor or Market Manager.

Use of loudhailers or loudspeakers for any purpose and production of amplified sound of any kind is prohibited except for the playing of music from a Stall where the permitted use under the applicable Licence Agreement is the sale of recorded music.

Without limiting any other Rule, where playing of music is permitted it must not be of a kind or at a volume or level which the Market Manager determines is inappropriate or offensive or a nuisance to other Traders, Market customers or persons near the Fremantle Markets.

Spruiking by Traders selling fruit and vegetables is allowed in the fruit and vegetable area on the last Market Trading Day of each weekend from 3.00pm until the Markets close. Language used during this period must be courteous and non-offensive to customers and other Traders.

Children on Premises

Children are only permitted in Stalls and in the Market area during setup and after hours as provided for in the Markets Policy document at Appendix D.

Noise

All noise generated from your stall must be kept to a minimum such that noise levels from your stall do not adversely affect or interfere with the adjacent stalls, entertainment, public or surrounding residents. It is a Fremantle Markets Requirement to restrict noise levels and Market Management will be on site to warn traders who breach the noise level requirements.

Refunds



Traders must display their refund policy at their point of sale. For more information please visit <https://www.commerce.wa.gov.au/consumer-protection/returns-refunds-repairs-and-replacements>

6. FIXTURES FOR SPECIFIED PURPOSE, FIRE ESCAPES AND SAFETY EQUIPMENT

Traders shall not at any time:

- a) Use or permit to be used any of the Licensor's fixtures, fittings or equipment for any purpose other than that for which it is intended to be used;
- b) Alter or interfere in any manner with the operation or storage of, or prevent or hinder access to, any of the Licensor's fixtures, fittings or equipment;
- c) In any way block, hinder or otherwise interfere with clear passage through designated exits, including fire escapes;
- d) Without limitation to paragraph (c), store, display or deposit any stock or other goods, wares, merchandise or any other item in any area which is a designated passageway or equipment area, or vacant area set aside for assembly of people in case of emergency or the like without the express prior written consent of the Market Manager. Without limitation "equipment" includes firefighting equipment.

7. ELECTRICITY SUPPLY

Traders shall not use or permit to be used in the Fremantle Markets any electric or gas radiators or other heating appliances of whatsoever type.

Electrical appliances having a total power consumption more than the allowance for the Stall shall not be connected to the Fremantle Markets electrical system unless the Trader has completed a "Request for Additional Power" form, had that request approved and following pre-payment of meter and installation costs, had that meter installed.

If the allowable draw is exceeded without the meter having first been installed, the Market Manager reserves the right to disconnect power to that Stall.

Traders shall not arrange or allow any work on any part of the electric supply system unless there is written approval from the Market Manager and a qualified electrician is engaged to perform the work.



Due to the limited amount of power supplied to the building, stalls with their own meters must also seek permission to install additional and replacement electrical appliances/equipment.

Traders shall not use any electrical devices that are not related to the operation of their Stall, i.e. heaters, televisions, kettles.

Any approved electrical items in use must be tagged by a qualified electrician at the Traders expense, prior to setting up a stall and every 6 months thereafter.

Air coolers or air-conditioners are not permitted without first obtaining the approval of the Market Manager whose decision shall be final.

Trader must comply with the Electrical Regulations found in this booklet.

8. PARKING OF VEHICLES

Traders are not permitted to park or drive their vehicles/trucks in the Fremantle Market building (including the areas designated for the sale of fruit and vegetables). Except in emergencies, or whilst actively unloading or loading. Traders and their staff must not park their vehicles in public car bays in the proximity of the Fremantle Markets, which car bays would reasonably be considered available for customers.

Norfolk Close car park can only be used on a Friday for unloading until 8am, and at all other times left free for customer parking.

Parking is available at the South Fremantle football oval for an hourly rate or permits can be arranged with the Queensgate car park managers.

Paid Parking is also available at Queensgate car park and at the end of Norfolk St on Marine Tce which lasts until midnight.

Some Sunday parking is free on South Tce, south of Suffolk St and also on Wray Ave, Suffolk St and Arundel St.

Monday public holidays are treated as normal week days for parking within the City of Fremantle. For any further info, contact the Duty Manager in the office.

Trucks have right of way in the Norfolk Close car park on Thursday's until 11am.



9. CONDUCT, ATTITUDE AND DRESS

Code of Conduct

A Code of Conduct has been developed to clarify the standard of behaviour that is expected of Traders and Trader Staff of the Fremantle Markets. A copy of the Code is attached at Appendix C.

Traders shall comply with all aspects of the Code to protect the interests of the Markets, themselves and their fellow Traders.

Traders shall conduct themselves and ensure that their staff conduct themselves with regard to manner, language, attitude and dress, and not be intoxicated so as to damage the reputation of the Fremantle Markets as a family shopping venue.

Traders and/or operators shall not sit on the floor of a stall and shoes must be worn at all times.

Food Vendors and Dress

Food vendors shall be neatly and cleanly dressed and well presented, with appropriate footwear and otherwise comply with all applicable laws and regulations relating to the preparation and sale of food.

Drugs, dishonesty and violence

Traders must not bring into the Fremantle Markets (or promote the use of) any illegal drug, or any offensive weapon or explosives or any substance or device that could create a fire risk or other hazard.

Traders are not permitted to consume alcohol in the Fremantle Markets except in any areas the subject of an appropriate licence issued under the Liquor Control Act.

Traders shall not partake in any acts of dishonesty, or violence, whether affecting the public, other Traders or the Licensor, or the property of any of them.

All Fremantle Market grounds, facilities and entrances are designated non-smoking areas. All Traders must comply with and must ensure that their employees comply with the Fremantle Markets' no-smoking policy.

Traders' personal possessions at their own risk



Traders must make their own arrangements for the safeguarding of all personal possessions. A Traders' personal possessions brought into the Fremantle Markets are brought in at the Traders' risk.

Traders are strongly advised not to leave any property of value at their stall when it is unattended.

10. OCCUPATIONAL HEALTH & SAFETY

The Fremantle Markets recognises the importance of occupational health and safety and regards the health, safety and welfare of all persons at the Markets to be a priority. The Fremantle Markets is committed to providing a safe and healthy environment for its customers, traders, employees, contactors and the general public.

The Fremantle Markets undertakes to ensure this by:

- Integrating health and safety issues into the planning process as a high priority;
- Adopting a risk management approach to identify, assess and control hazards and risks and continually monitor and evaluate health and safety programs;
- Complying with all relevant legislative requirements and industry standards;
- Ensuring that all Traders, employees and contractors comply with our policies and procedures;
- Encouraging Trader and employee involvement in all health and safety activities;
- Establishing achievable health and safety objectives with the ultimate goal of zero harm to all who are at the Markets.

By adoption of this policy, the Fremantle Markets commits itself to improving standards of health and safety and operating practices and procedures with the objective of safeguarding all persons at the Markets and creating a safe and healthy work environment.

Traders are required to support the Markets in this endeavour.

11. RISK MANAGEMENT-WORK ORDERS

To maintain a high standard of housekeeping the Market Manager will undertake from time to time, risk audits and checks on compliance with Regulations 4, 5 and 6 of the Rules and Regulations and to ensure that Traders are complying with all relevant laws. A copy of the current audit form is set out in Appendix A.



Traders shall be required to rectify any breach identified by the Market Manager before the following Market Trading Day. Failure to rectify the breach shall be deemed a breach of the Rules and be subject to the remedies included for such breaches in the Licence Agreement.

A copy of the Work order is set out in Appendix B.

12. TRADERS RESPONSIBILITIES & INDEMNITY

By being granted a licence you agree to indemnify Fremantle Markets PTY LTD against any claim, liability, damage, cost or expense suffered or incurred by the licensor arising from or in connection with:

- any damage to the bay I/we occupy from time to time (bay) or the Markets or anything in or near any of them; and
- any injury to any person on or near the Bay, caused or contributed to by:
- my/our act or omission or that of my/our employees, agents, contractors, service suppliers, customers and other visitors: or
- any danger created by my/our use of the Bay, whether or not I/we knew of that danger.

13. TRADESMEN AND ALTERATIONS

Without limiting the Licensor's general power to refuse any person entry to the Fremantle Markets, the Market Manager may refuse entry to any tradesperson who does not satisfy the Market Manager that the tradesperson is appropriately qualified and experienced in the relevant trade and holds appropriate licences and/or certificates. All tradesmen employed or engaged by a Trader must register at the Fremantle Markets office prior to entry and commencement of any work in the Fremantle Markets.

A Trader must be present when:

- (a) Tradesmen are undertaking work in the Traders' Stall; and
- (b) Deliveries are made to the Traders' Stall.

Alterations to Stalls with respect to power outlets, signs, telephone lines etc shall not be undertaken without first obtaining approval from the Market Manager. This includes aesthetic changes.



The following tradespeople are permitted to carry out work inside the Fremantle Markets;

Electrician: Graham Lillis 0404 064 000

Refrigeration: Brett Male 0419 220 116

14. USE OF STALLS AND OTHER AREAS OUTSIDE MARKET TRADING HOURS

As Traders do not enjoy any rights of exclusive occupation of their Stall, the Licensor reserves the right to use all or any Stalls and other areas for purposes the Licensor thinks fit at times outside of designated Market trading hours applicable from time to time.

Where the Licensor requires the use of areas occupied by stock or fittings, the Licensor will ensure that reasonable notice will be given to a Trader to allow for relocation of the stock or fittings.

Relocation will be the responsibility of and at the cost of the Trader unless the Licensor has previously agreed in writing to allow the Trader to store the stock or leave the fittings in place outside designated trading hours.

Traders securing Stall areas by locks must on request provide the Market Manager with a duplicate key sufficient to gain entry to the Stall, clearly labelled to identify the Stall number.

15. ELECTRICITY REGULATIONS

1. All electrical equipment must always be maintained in good condition
2. All Traders must complete an "Electrical Power Request" form when asked to do so to up-date the Manager's records.
3. Until further notice, Traders may have electrical equipment, including lights, within their stall area to the following maximum consumption without fitting a meter and paying for power consumption. This allowance may be altered or withdrawn at any time. The current maximum consumption is 250 watts. These un-metered Traders shall pay a monthly supply charge.
4. Traders must not have electrical equipment within their Stall area in excess of the allowances under 3 above, unless their application for additional power has



- been approved by the Market Manager, they have prepaid the cost of a meter and installation and that meter has been installed.
5. Power bills together with a meter reading fee must be paid monthly with the Traders' Licence Fee.
 6. No power may be drawn from, or supplied to, the outside of the Traders' Stall area without the written permission of the Market Manager.
 7. No electrical equipment shall be installed outside the Traders' Stall area.
 8. No power draw more than 6 amps (1500 watts) shall be made from any general power outlet (3pin socket). No power circuit or power outlet shall be overloaded.
 9. Not more than one double adaptor should be used in any power outlet. An approved multiple outlet (Kambrook type) fitting with 3 or 4 sockets is allowed provided the device is securely mounted on the wall and only used to provide power to lights and/or small appliances, e.g. personal fan. Power for refrigeration or cooking/heating shall not be drawn through such a device or a double adaptor. Only power boards provided with an overload cut-out switch are to be used. Piggy back plugs and double adaptors are prohibited.
 10. In no circumstances shall electric heating appliances including electric kettles, jugs, etc. be used in Stalls without the written approval of the Market Manager. Normally this will only be granted for hot water required to wash food handling equipment.
 11. Any Trader wishing to supply power to equipment with a greater total draw than 1500 watts must apply for written permission to the Market Manager. If approval is granted it will be normally on the condition that the Trader must prepay the cost of a special power installation by an electrician nominated by the Market Manager and refrain from using that equipment until consent and installation has been made.
 12. Any Trader using potentially unsafe electrical equipment or overloading or damaging or interfering with any electrical fittings or meter or wiring may have the power supply to their Stall disconnected without further notice.
 13. Any Trader found creating a serious fire or safety risk will be asked to leave the Market.
 14. Power costs are a large overhead. Additionally, the Fremantle Markets' main system does not have unlimited capacity. Traders are required to conserve power whenever and wherever possible. Traders are to comply with the Markets corporate strategy, policy and target on energy and greenhouse gas emissions targets which include but is not limited to the following:
 - Do not use incandescent spotlights;
 - Replace low voltage 50W halogens with 35W IRC;



- Do not use incandescent globes;
- Replace 20W low voltage globes with LED's;
- Replace current fluorescent lighting with T5 globes.



16. PROCEDURE FOR SALE OF STALL

Please note the current procedure for the assigning of any stall is as follows:

1. Potential buyers to complete our **Application Form** and submit to info@fremantlemarkets.com.au to express their interest in buying a stall. They must not register in person at the Market office their interest to purchase a stall.
2. FMPL must receive a signed **“Notice of Intention to Sell”** prior to any due diligence being performed.
3. FMPL to do due diligence on information provided above and further investigation is required if a “change of use/purpose” of the stall is requested.
4. Purchaser to pay legal costs for assigning Licence Agreements (approx. \$1000) and seller to pay processing fee of \$1,000.00 and 2% of each \$10,000.00 above \$50,000.00 of the total sale price of the Tenant’s Business plus GST. The assignment process can take up to 28 days once Management has approved the assignment. The purchaser should not pay the seller any sale proceeds until the assignment process has been completed.
5. Assignment to proceed assuming due diligence process is valid.

Information to potential assignees of stalls

- a. The assignment of a Licence Agreement to a potential buyer/assignee is available on the assumption the potential buyer/assignee uses the stalls for the same “purpose/use” as per the Licence Agreement and the potential buyer/assignee is financially capable of paying the Licence fees etc as per the Licence agreement.
- b. In some cases, we allow for a new “purpose/use” of stall only if we believe it’s in the best interest of the Market.
- c. Some sellers are disappointed when we do not approve a new buyer who wants to change the “purpose/use” of stall. However, we do this to protect the other traders as it is not in anyone’s interest to have



the Market saturated with one particular “purpose/use”. This policy has been integral to the success of the Markets for a long time. The trader mix is crucial to our Market brand name. This is common practice in all Markets and shopping centres.

- d. Under the Commercial Tenancy (Retail Shops) Agreements Act 1985 and our current Licence Agreements, a retail shop Licence Agreement is deemed to be for an initial 5-year period - then at the end of this term it reverts to a monthly Licence Agreement. We have a duty to disclose to potential purchasers this information and suggest they seek legal and financial advice regarding any assignment. Please review the Licence Agreement and/or assignment documents to determine the current tenure.

The assignment of a Licence Agreement/sub lease to a potential buyer/assignee is generally available to a tenant on the assumption the potential buyer/assignee uses the stalls for the same “purpose/use” as per the current tenants Licence Agreement/sub lease and provided that the potential buyer/assignee is financially capable of paying the Licence fees etc as per the Licence agreement/sub lease. In some cases, a new “purpose/use” of stall is allowed. The following guidelines establish principles against which proposals to change the existing use of stalls should be considered prior to approval:

- The Fremantle Markets are to remain a vibrant and interesting retail market incorporating a diverse range of highly individualised stall-holdings with a focus on attracting and retaining stall-holders with unique or limited outlet products.
- Fremantle Market stalls are to meet customer demands of variety, quality, uniqueness, freshness and diversity with an adequate level of competition to ensure fair pricing.
- Market Managers have sufficient autonomy to develop proposals to assist weak trades to improve performances and/or then to leave the Market and allow consideration of other opportunities for existing successful traders or new businesses to take over the space to strengthen the overall Market.

The specific criteria for assignment vary depending on whether the tenant is assigning a Licence Agreement or a sub-lease.

In addition to the permitted use criteria outlined above, the following is taken into



consideration by the Landlord in determining whether a tenant is entitled to assign its Licence Agreement:

- the tenant must obtain the written consent of the Landlord prior to allowing the proposed assignee to enter possession of the stall;
- the tenant must complete and provide to the Landlord a “Notice of Intention to Sell Business operated from Stall” form, this enable the Landlord to determine the suitability of the proposed assignee.

Whilst the Landlord must not unreasonably withhold its consent to an assignment, it will not be unreasonable for the Landlord to withhold its consent:

- if the proposed assignee does not have, in the opinion of the Landlord, proven experience and/or ability, sufficient financial resources and a personal commitment to operate the Stall to a high standard;
- if the tenant does not pay the reasonable expenses incurred by the Landlord in investigating and approving the proposed assignee and the legal costs incurred in preparing the necessary assignment documentation;
- if the tenant does not deliver to the Landlord before the proposed date of assignment in a form prepared or approved by the Landlord’s solicitors, by which the proposed assignee agrees to be bound by the License Agreement as from the date that the assignment takes effect; or
- if the proposed assignee is a holder of an existing license in the Markets.

If the tenant is assigning a sub-lease, the following criteria apply:

- at least 28 days before the date of the proposed change in the occupation of the Stall, the tenant:
- must apply for the Landlord’s consent; and
- supply to the Landlord evidence acceptable to the Landlord that the proposed assignee is experienced in and of good reputation in relation to conducting the business permitted by the sub lease, and is financially able to conduct that business; and the Landlord consents to the assignment, such consent not to be unreasonably withheld provided that the criteria in this clause are satisfied and the proposed assignee does not propose to vary the Permitted Use;



- the tenant delivers to the Landlord, before the date of the proposed change in occupation, a completed agreement (or deed), in a form prepared or approved by the Landlord's solicitors, by which:
- the proposed assignee agrees with the Landlord to be bound by the sub lease as from the date that the assignment takes effect; and
- any guarantor required by the Landlord gives to the Landlord a guarantee and indemnity on terms acceptable to the Landlord in respect of the liability of the assignee;
- the tenant has remedied any outstanding default on the tenant's part or the Landlord has waived the default;
- the tenant pays to the Landlord on demand the Landlord's expenses, including legal costs incurred in making enquiries to satisfy itself concerning the proposed assignee and in connection with the preparation of the assignment document if requested by the Landlord, the tenant arranges for the proposed assignee to obtain from a bank or other person acceptable to the Landlord a guarantee of the obligations under the sub lease to be assumed by the proposed assignee; and the tenant has withdrawn any caveat lodged by it in respect of its interest in the Stall.

17. FRUIT AND VEGETABLE, FRESH PRODUCE AND FOOD TRADER REGULATIONS

All food premises, regardless if they are licensed or registered must comply with the Government Food Act, Health Act & Food Regulations

- 1) Food Traders classed as an "Eating House" and, if required by any law, all food stall operators including fruits and vegetables must have a current certificate of Licence and Registration from the City of Fremantle to operate a food outlet.
- 2) Traders and 50% of their staff to complete a recognised or accredited food handler's course and be able to produce upon request a certificate of competency from the appropriate agency.
- 3) Any gas bottle intended to be used within or brought into the Markets must be authorised by Management and have approval from the Department of Energy.
- 4) All Stalls having any type of cooling or heating facility for food must always have a suitable working probe thermometer available.
- 5) All Stalls using any type of heating facility must have an appropriate safety barrier.



- 6) All foods including beverages, must be prepared, displayed, served and stored in a manner that will protect them from contamination and spoilage.
- 7) All cooked food and ready to eat food should only be touched with adequately washed hands or alternatively the use of gloves maybe appropriate.
- 8) Raw food and cooked food must be separated at all times.
- 9) When providing taste testing samples of food products, the Trader must:
 - a. provide single serves of the product;
 - b. use disposable cups, spoons or toothpicks;
 - c. protect samples from contamination;
 - d. supervise the samples to ensure that customers do not contaminate by re-dipping spoons or other items;
 - e. use tongs and gloves when handling samples;
 - f. display signage adjacent to the taste testing stating “ no double dipping, single serve only”;
 - g. provide a clearly marked disposable facility for used serving instruments so they are not mixed up with unused serving instruments.
- 10) Traders to keep produce off the floor to facilitate cleaning
- 11) Fruit & vegetable Traders – All produce is to be labelled with a Country of Origin statement as per the Food Standards Code. This is a legal requirement.
- 12) Fresh food traders must remove all unsold produce at the end of the weekend and must ensure that their area is swept and left in a clean and tidy manner.
- 13) Cool rooms are to be emptied at regular intervals as determined by the Market Manager for cleaning and other purposes.
- 14) All rubbish and refuse must be disposed of in accordance with Management’s recycling program. All Traders and staff are to complete an induction course on recycling rubbish prior to using any Market bins/recycling facilities.
- 15) Any Trader wishing to make changes to a food premise must consult the advice of an Environmental Health Officer at the City of Fremantle before proceeding with any changes. In addition, written permission must be obtained from the Market Manager
- 16) Cool room space is restricted. There are currently numerous cool rooms situated around the fruit and vegetable area and they will be allocated in a manner determined by the Market Manager. Rent, electricity and outgoings will apply for all cool rooms. All cool rooms are to be cleaned by Traders on a quarterly basis or at the request of Market Management.
- 17) No cool room or other refrigeration is to be installed or constructed within a Stall without the written permission from Market Manager.
- 18) Cool room space is to be negotiated with Market Manager and a lease is required to rent cool room space.



- 19) Electronic scales are acceptable. However, suspended mechanical scales are preferred as they contribute to the Fremantle Markets ambience.
- 20) Mechanical scales must be suspended from “Schedule 80” pipe with welded fixtures and chain and shackles. It is the Traders’ responsibility to ensure all scales are accurate and legal.
- 21) All food stalls to have a monthly Pest Management plan in place.

18. Evacuation – Emergency Response Plan

- An emergency can develop from a number of causes such as fire, flood bomb threat or explosion to name a few.
- Fremantle Markets have developed an Emergency Response Plan which is detailed in
- Appendix 1
- A copy of the Emergency Response Plan is provided to each trader and it is the responsibility of the trader to brief their staff on the emergency procedures and participate in training if and when required.
-

19. Lost Children

- It is the responsibility of Market Management to ensure that lost children are reunited with their parents or guardian.
- Should a trader find a lost child, Market Management should be immediately advised and will be responsible to ensure that the child is reunited with the parents or guardian.
- Parents or guardian looking for a lost child should be advised to contact Market Management.



APPENDIX A

RISK MANAGEMENT AUDIT OCCUPATIONAL HEALTH AND SAFETY

Account name # -
Trader name –
Stall number -
Category -
Sub Category -
Location -
Approved products -
Public liability insurance expiry date -

HOUSEKEEPING

Boundary compliance
Adhering to rules & regulations.....
Website listing match the stall products
Hazards.....
Rubbish in stall
Clean & dust free
Exhaust fans clean.....
Gas compliance
Signage compliance
Fires extinguisher & signage
All electrical equipment tagged
Vermin.....
Exhaust Canopy.....
Unapproved products

FOOD STALLS

Waste disposal
Hygienic.....
Unpleasant odours.....
Cool room complies
Washing facilities
Refrigeration temperature correct.....

ELECTRICAL



- Dust around electrical adaptors
- Plug boards wired in safe manner and dust free.....
- All cables adequately supported in a safe manner.....
- Compliance with Rules and regulations



APPENDIX B

**WORK ORDER
OCCUPATIONAL HEALTH AND SAFETY**

Date

Stall #.....

Trader Name

The following non-compliance matters have been noted and require immediate attention.

.....
.....
.....
.....

Rectification required by (date and time).....

Please return a copy of the work order confirming that the above have been rectified.

Signed.....

Market Manager

Compliance return

These matters set out above have been rectified.

Signed

Trader

Date



APPENDIX C

CODE OF CONDUCT

Fremantle Markets Pty Ltd (FMPL)

This Code of Conduct clarifies the standard of behaviour that is expected of Traders and Trader Staff within the Fremantle Markets.

Definitions

For the purpose of this Code;

- * Directors means the Directors of FMPL from time to time
- * FMPL means: Fremantle Markets Pty Ltd
- * Fremantle Markets means the Markets operated by FMPL at the corner of South Terrace and Henderson Street, Fremantle WA.
- * Management Staff means the employees of FMPL that are engaged to operate the markets on a day-to-day basis.
- * Tenants means those persons or bodies that hold a Sub-Lease or Licence to operate at the Fremantle Markets
- * Tenant Staff means those persons engaged by Tenants to operate retail outlets in accordance with Sub-Lease or Licence Agreements

Scope

The Code of Conduct forms part of the Rules and Regulations which apply to all Sub-Lease/License Agreements to operate tenancies at the Fremantle Markets and any breach of the Code shall be deemed a breach under those agreements. The Code sets out the fundamental values which form the basis of and underpin the business of the Markets and its relationship with customers.

Principles

All Staff (being the Directors, Management Staff, Tenants and Tenant Staff) shall uphold the following values and use them as guiding principles in the conduct of our work and working relationships. The Values are;

- Anyone that works or trades within the markets should be treated with respect.
- All Staff should develop awareness about what is appropriate behaviour and the impact of their behaviour on others.
- All Staff value our Customers and their rights and wish to treat them as we would like to be treated.
- All Staff will maintain confidentiality on matters we know might impact adversely on others if such confidentiality were breached.
- All Staff will act with professionalism, honesty and integrity in all things that we do.
- All Staff seek to uphold the meaning and intent of the Code.



Management and Diversity

We recognize and value the diversity among our people and members of the public. All forms of bullying, discrimination, harassment and victimisation are prohibited, and we will not unlawfully discriminate on the grounds of:

- gender
- marital status
- sexual orientation
- pregnancy
- race
- religious beliefs
- political beliefs
- impairment
- family responsibilities
- family status
- age
- an employee or a member of the public having raised a concern or made a complaint.

Occupational Health and Safety

FMPL is committed to protecting the health and safety of All Staff, contractors and Customers of the Markets. As such, we will comply with the Health and Safety Regulations that exist and apply within the Markets context.

Responsibility for the Environment

FMPL is committed to protecting the environment in the conduct of its operations. We will work with the City of Fremantle, the State Government, residents and traditional owners to ensure relevant environmental issues are addressed.

We will comply with environmental legislation and make full and proper use of materials, recycling and avoiding waste.

Examples of Behaviours that reinforce our Values

- Treating everyone fairly and with sensitivity
- Ensuring our words and actions reflect our values
- Upholding a person's right to confidentiality and privacy when dealing with information about them.
- Owning up to our mistakes and learning from them
- Having pride in our work, workplace and appearance



- Doing what we say we will do
- Consulting with colleagues when dealing with issues and challenges
- Being open to ideas and contributions of others
- Assisting a colleague with a task rather than look the other way.
- Providing service beyond that expected by our customers
- Treating all with courtesy and respect
- Acting in a way that makes people feel valued, welcome, safe and at ease
- Maintaining a safe, clean and professional environment
- Communicating in a way that fosters trust and encourages others to speak openly

Examples of Behaviours that Conflict with Our Values

- Shouting, belittling or insulting others
- Ignoring people when they need help
- Behaving toward the public or colleagues in a way that is offensive or leads to embarrassment
- Using information in an inappropriate or unethical way
- Stealing from the workplace, our colleagues or the public
- Harassing (sexual or otherwise) people or discriminating against them on the grounds outlined in this Code
- Talking about people behind their backs and/or spreading gossip
- Ignoring safety hazards in the workplace
- Acting in an aggressive or bullying manner

Bullying

The Fremantle Market considers that bullying in the workplace is inappropriate and unacceptable behaviour.

- Bullying is unlawful under the Occupational Safety and Health Act 1984 and the Occupational Safety and Health Regulations 1996.
- FMPL is committed to providing a working environment that is free from bullying.
- Working relationships and standards of behaviour between Tenants (and Tenant Staff) and FMPL Staff are important work place issues.

All Staff are to be responsible for their own actions and make sure they do not negatively affect the business, health or well-being of others or the reputation of the Markets.

DEFINITIONS OF A BULLY:

- A bully is a person who uses strength or power to coerce others by fear. To bully is to oppress, persecute, physically or morally by threat of superior force.



- It is anyone who uses their position in power or strength of personality to misuse their authority against stall holders and management.
- While bullying is normally associated with unequal power relationships, peer to peer bullying is not uncommon and is equally unacceptable behaviour at the Fremantle Markets.

A variety of behaviours and acts may constitute bullying which create a negative workplace environment. These may include;

- Threats
- Sarcasm
- Verbal abuse
- Shouting
- Coercion
- Punitive behaviour
- Isolation
- Blaming
- Ganging up
- Intimidation
- Tampering with another person's stall
- Constant unconstructive criticism

The effect of bullying can be to humiliate or intimidate an individual, manager, or groups of stall holders and may be detrimental to their health or the successful running of their stall or business.

Sexual Harassment

Sexual harassment is intimidation, bullying or coercion of a sexual nature and will not be tolerated.

The Anti-Discrimination Act and the Commonwealth Sex Discrimination Act makes sexual harassment unlawful.

A person is sexually harassed if he or she feels frightened, offended, angry or humiliated by another person's behaviour that is sexual in nature. Sexual harassment can happen to anyone, regardless of his or her sex or age. Sexual harassment is unwanted and unwelcome sexual attention. It may be sexual harassment when someone:

- stares or leers at a person
- persists in asking a person out after they have said no
- tells dirty jokes or displays offensive print material in a person's presence



- makes unwelcome comments about a person's sex life
- touches or brushes against a person on purpose
- Tries to force a person to have sex.

Note: Sexual harassment does not apply to normal friendships or relationships based on mutual attraction. The attention must be unwarranted for it to be harassment.

Dealing with a Complaint of Breach

This document is aimed at providing an effective means to assist All Staff within the market to deal with problems and complaints concerning their wellbeing at work.

Any Staff Member, Tenant and/or Tenant Staff Member who feels that he or she has been subjected to a breach under this Code must report this matter immediately to FMPL. A Tenant or Tenant Staff member shall report a breach of the Code to the Market Manager.

Where a Tenant or Tenant Staff member is considered to have breached the Code, then the Directors of FMPL shall deal with the matter as provided for in the Rules and or the sub-Lease/licence conditions.

Resolution Strategies

A Complaint of Breach under this Code can occur;

- (a) Customer against Tenant or Tenant Staff Member
- (b) Customer against FMPL Staff
- (c) Tenant or Tenant Staff Member against Tenant or Tenant Staff Member
- (d) Tenant or Tenant Staff Member against FMPL, FMPL Director or FMPL Staff Member
- (e) FMPL, FMPL Director or FMPL Staff Member against Tenant or Tenant Staff Member
- (f) FMPL Director or FMPL Staff Member against FMPL Director or FMPL Staff Member

Where a complaint is received concerning instances of types a), c), and e), the CEO or a Director shall inform the complainant that he/she will meet with the other party to discuss the substance of the concern. Listening to both sides of a complaint is an essential element of natural justice.

The CEO or Director shall meet with the person(s) alleged to be causing the difficulty. If he/she acknowledges his/her behaviour and the distress it has caused, and undertakes that this behaviour shall not occur again, such undertakings shall be



recorded in a brief note to be held confidentially in the appropriate FMPL directory, with copies to both parties. The CEO shall be responsible for monitoring the situation to ensure there is no recurrence of the behaviour.

If, during the course of discussion, it appears that the person alleged to be causing the difficulty is not at fault, or if he or she indicates that the complainant is equally at fault, the CEO or Director might well be able to assist in resolving the issue at this stage through **Mediation** (see below).

If the breach cannot be handled at this level or is deemed by the CEO or the Director to be of a type that FMPL consider to be a serious or ongoing breach of the Code and of the conditions of Sub-Lease/Licence, then FMPL shall take whatever action is necessary to give relief as it sees fit, including, if necessary, termination of the Sub-Lease/Licence of the offending party.

If a complaint is made by a customer, Tenant or Tenant Staff Member against FMPL, an FMPL Director or FMPL Staff Member, a Director of FMPL not directly involved in the complaint shall meet with the Customer, Tenant or Tenant Staff Member concerned and endeavour to resolve the breach in a conciliatory manner.

If the breach cannot be handled at the informal level and agreed by both parties, FMPL shall engage an independent third party agreed by FMPL and the Complainant to resolve the matter in a fair and equitable manner.

External Assistance – Formal Mediation

If, during his/her discussions with the tenant or staff raising the complaint and the other party, the CEO/Director forms the view that it cannot be resolved by the two parties independently or through mediation at the internal level, then mediation through an external and independent person may be helpful. Mediation is most useful when there may be a personality clash or misunderstanding. The role of a mediator is not that of an arbitrator; his/her purpose is to assist the parties to arrive at an agreement that is satisfactory to both. For this reason, mediation needs the full cooperation and agreement of both parties.

Because it is important that the mediator is acceptable to both parties, the CEO/Director should provide a copy of the list of mediators to each party and ask them to identify a mediator acceptable to both parties. The mediator will meet with both parties to assist them to reconcile their differences and prepare a list of agreed commitments about future behaviour.



A full statement of agreed actions will be prepared by the mediator and copies given to both parties. The agreement will be confidential to both parties and the mediator.

The CEO/Director will be sent a brief statement indicating whether the mediation was successful. The statement will be filed confidentially in accordance with FMPL policy.

The CEO/Director should arrange follow-up discussion with both parties to confirm their satisfaction with the result. The CEO is then responsible for monitoring the situation to ensure there is no recurrence of the behaviour.

If the Landlord is required to arrange dispute resolution (mediation) between two or more traders, then the costs of that dispute resolution will be shared equally between the traders or as determined by the person appointed to determine the dispute.



APPENDIX D

CHILDREN IN THE WORKPLACE Fremantle Markets Pty Ltd (FMPL)

Policy

Children who enter the workplace place themselves at great risk and can pose a serious risk to the health and safety of everyone concerned. No matter how well supervised they are, children have “tunnel vision” and do not readily recognize hazardous situations. The Fremantle Markets environment does not readily provide a safe place for children to play.

In an ideal situation, children would be prevented from entering the Market area, however this is unrealistic as some children may assist as part of the family business or are sick and cannot be left at home.

The Fremantle Markets Management team recognizes that the occasional need may arise for Traders to bring their children into the Market during set up time and Market trading hours.

It is not expected that this practice would be regular, of an extended duration, nor replace normal childcare arrangements.

The Markets Manager is committed to providing an environment that is safe to work in and, although children in the Market can potentially create hazards or difficulties, we recognise the need to balance these issues against assisting Traders.

When the Markets are open for Business

Management does not intend to restrict children coming into the Market place when Traders are running their businesses however, Management reserves the right to take action if;

- The child interferes or becomes a nuisance to the customers
- The child interferes or becomes a nuisance to other Traders
- The child damages property within the Market

Procedures

Traders who need to bring their children into the Market place need to make a request in advance, either by phoning a member of the Management Team or emailing.



Each request will be considered in accordance with this policy. The Management team will consider;

- The nature of each request
- Whether the child in the Market will present any health or safety risk to the child or to other Traders.

If the request is refused, Management shall give clear reasons to the Trader.

Traders have a responsibility to ensure that the children are always supervised and do not interfere or become a nuisance and hinder other stall holders from running their Stalls.



APPENDIX E

2015 - NOTICE OF INTENTION TO SELL BUSINESS

Stall number -----

Stallholder's name -----

Address -----

Telephone -----

Description of goods sold from the Stall:

Asking price for Business:	Goodwill
	Plant
	Fittings
	Stock
	Total	\$ _____

Turnover last financial year

Average per week

Range of weekly turnover

Comments on turnover, seasons etc:

In the event of a successful sale proceeding, I/we agree to pay to Fremantle Markets Pty Ltd A.C.N. 071 495 648 ("the Manager"), in accordance with my/our licence agreement, all reasonable expenses incurred by the Manager in investigating and approving the



assignment of my/our rights under the licence agreement to (or the entry into of a new licence agreement in place thereof with) the proposed purchaser, including a processing fee as per the Rules and regulations. The fee is to be paid at or prior to settlement.

I/we represent and warrant that I/we are not in breach of my/our licence agreement and/or the Market Rules and that the stall complies in all respects with my/our licence agreement, the Market Rules, including the Health Act, power usage limits, requirement for electrical meter, area occupied, signs etc

Stallholder's signature Date

Market manager's signature Date

Actual sale price:	Goodwill
	Plant
	Fittings
	Stock
	Total	\$ _____

Purchaser's name -----

Address -----

Telephone -----

Finance -----

Purchaser's signature -----Date-----

NOTE TO PURCHASERS: It is strongly recommended that you seek independent advice from a financial advisor, accountant or solicitor.



APPENDIX F

Privacy Policy

This Privacy Policy applies to all personal information collected by Fremantle Markets Pty Ltd. In this policy we explain how and why we collect your personal information, how we use it, and what controls you have over our use of it.

Fremantle Markets Pty Ltd is committed to complying with Commonwealth legislation governing privacy of personal information by businesses and to protecting and safeguarding your privacy when you deal with us. Some information provided to us by clients, customers, contractors and other third parties might be considered private or personal. Without these details we would not be able to carry on our business and provide our services to you. We will only collect such personal information if it is necessary for one of our functions or activities.

At or before the time the personal information is collected by us we will take reasonable steps to ensure that you are made aware of who we are, the fact that you are able to gain access to the information held about you, the purpose of the collection, the type(s) of organisations to which we usually disclose the information collected about you, any laws requiring the collection of the information and the main consequences for you if all or part of the information is not collected.

We may use or disclose personal information held about an individual for the primary purpose for which it is collected (eg. provision of our services, including administration of our services, notification to you about changes to our services, record-keeping following termination of our services to you and technical maintenance). We may also use such information for a purpose related to the primary purpose of collection and where it would reasonably be expected by you that we would use the information in such a way. This information is only disclosed to persons outside our business in the circumstances set out in this policy or as otherwise notified to you at the time of collection of the information.

In addition, we are permitted to use or disclose personal information held about you:

- Where you have consented to the use or disclosure;
- Where we reasonably believe that the use or disclosure is necessary to lessen or prevent a serious, immediate threat to someone's health or safety or the public's health or safety;



- Where we reasonably suspect that unlawful activity has been, is being or may be engaged in and the use or disclosure is a necessary part of our investigation or in reporting the matter to the relevant authorities;
- Where such use or disclosure is required under or authorised by law (for example, to comply with a subpoena, a warrant or other order of a court or legal process);
- Where we reasonably believe that the use or disclosure is reasonably necessary for prevention, investigation, prosecution and punishment of crimes or wrongdoings or the preparation for, conduct of, proceedings before any court or tribunal or the implementation of the orders of a court or tribunal by or on behalf of an enforcement body.

Fremantle Markets Pty Ltd places a great importance on the security of all information associated with our customers, clients and contractors. We have security measures in place to attempt to protect against the loss, misuse and alteration of personal information under our control. Personal information is de-identified or destroyed securely when no longer required by us. Fremantle Markets Pty Ltd is committed to maintaining accurate, timely, relevant and appropriate information about our customers, clients and web-site users. So long as your request for your personal information is in accordance with the National Privacy Principles, then we will give you access to that information. Inaccurate information will be corrected upon receiving advice to this effect from you. To ensure confidentiality, details of your personal information will be passed on to you only if we are satisfied that the information relates to you.

If we refuse to provide you with access or correct the personal information held about you by us, then we will provide reasons for such refusal.

If Fremantle Markets decides to change its Privacy Policy, it will post changes on this Privacy Policy page so that users are always aware of what information is collected, how it is used and the way in which information may be disclosed. As a result, please remember to refer back to this Privacy Policy regularly to review any amendments.



APPENDIX G

HEALTH AND SAFETY POLICY - ZERO HARM

The Fremantle Markets recognises the importance of occupational health and safety and regards the health, safety and welfare of all persons at the Market to be a priority. The Fremantle Markets is committed to providing a safe and healthy environment for its customers, traders, employees, contractor's and the public.

The Fremantle Markets undertakes to ensure this by:

- Integrating health and safety issues into the planning process as a high priority.
- Providing the necessary resources for the successful implementation of the health and safety programs.
- Adopting a risk management approach to identify, assess and control hazards and risks and continually monitor and evaluate health and safety programs.
- Complying with all relevant legislative requirements and industry standards.
- Ensuring that all traders, employees and contractors comply with our policies and procedures.
- Encouraging traders and employee involvement in all health and safety activities.
- Establishing achievable health and safety objectives with the goal of zero harm to all who are at the Markets.

By adoption of the policy, the Fremantle Markets commits itself to improving standards of health and safety and operating practices and procedures with the objective of safeguarding all persons at the Market and creating a safe and healthy work environment.

Signed

Natasha Atkinson

CEO

7th June 2017



APPENDIX H

Deep Fryer & Exhaust Extraction Fire Safety Procedures

Deep Fryers & associated equipment if not properly maintained create a serious fire risk.

Approximately 30% of fires in commercial buildings are related to cooking equipment and build-up of fats/oils, neglect of cleaning can contribute to ignition.

We at the Fremantle Markets are committed to the safety of our traders and the public and as such require all traders who operate deep fryer equipment to comply with the following Fire Safety & Good Housekeeping procedures.

- Chemical Extinguisher & Fire Blankets to be installed and maintained in accordance with Australian Standards. A six-monthly inspection by an appropriate fire protection company will be arranged by Fremantle Markets Pty Ltd (FMPL) and equipment serviced or replaced at the traders cost.
- Housekeeping
 - Frying and cooking equipment and the ducted extraction system be at least 150mm clear of any combustible materials.
 - All oily or greasy waste including batter scrapes be kept in metal receptacles with metal lids whilst in the building.
 - Removed from the building at the end of each frying session and placed in such receptacles as stipulated by local authorities.
 - The servicing and cleaning of the frying range and its extraction ducts and flues be confirmed by the traders via email to FMPL monthly.
- Deep fryer Exhaust Canopy and Kitchen Equipment must be kept clean and maintained in an effective working order on a daily basis. Extraction hood/canopies fat and grease collectors and filters, sump boxes and drip trays to be cleaned/emptied at least once a week and written record kept thereof. Frying equipment be fitted with a thermostat designed to prevent the temperature of the fat or oil exceeding 205 degrees Celsius or alarm bells that operate when the temperature of the fat or oil exceeds 205 degrees Celsius.



- Compliance with the requirement is to be confirmed and regulated by FMPL. Failure to comply will result in FMPL arranging required works with a professional company at the traders cost.
- Audit FMPL will engage a professional commercial cleaning contractor to undertake an annual audit. If equipment is not up to standard they will be requested to undertake cleaning to an acceptable standard at the traders cost.



APPENDIX I

FREMANTLE MARKETS - EMERGENCY RESPONSE PLAN

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Distribution List:

Directors
 CEO & Chief Warden
 Operations Supervisor
 Maintenance Manager
 Deputy Chief Warden
 Wardens Zones 1-4
 Grange Insurance Solutions
 Traders

June 2018 - To be Reviewed June 2019



INTRODUCTION AND OVERVIEW

The emergency response plan has been developed by Fremantle Markets. The information contained in this plan is designed to:

- Ensure the safety and wellbeing of traders and visitors during an emergency incident.
- Protect the site from theft or further damage during and after the incident.

All procedures have been developed in accordance with Australian Standard AS 3745-2010 “Planning for emergencies in facilities”. The objective of this emergency plan is to equip Fremantle Markets staff and stall holders with the knowledge and skills to control and coordinate an emergency until the arrival of attending emergency services. The focus is the safe evacuation of staff, traders and visitors rather than property protection or disaster mitigation.

An emergency can develop from any number of causes: fire, flood, bomb threat or explosion, just to name a few. Emergency management plays a critical role as part of the risk management process in providing a fundamental response process for all types of emergencies. To fully comply with Work Health and Safety Legislation, Fremantle Markets management has a process for identifying, assessing, controlling and reviewing hazards.

Scope:

This emergency response plan sets out guidelines to plan for and respond to internal and external emergencies. It applies to the market and its grounds and ancillary structures. This manual has been prepared in close consultation with staff members of Fremantle Markets and zone wardens.

FREMANTLE MARKET PROFILE

The markets operate from Vintage premises principally build of brick and iron construction and occupies 4000 sqm.

Approximately 150 stall holders operate from the markets which are open to the public Friday to Sunday and on Monday on Public Holidays.

It is estimated that about 50,000 patrons visit the markets over the weekend and at any one time approximately 2,000 people would be in the markets.

There are six entry/exit doors, clearly illuminated with evacuation maps prominently displayed.



Hydrants and Fire extinguishers are installed in accordance with legal requirements and serviced regularly. Electrical testing and tagging and RCD checks are regularly carried out by a qualified electrician.

Markets stalls are inspected weekly and work orders issued for immediate attention if necessary.

A PA system CCTV and alarms operates throughout the markets.

EMERGENCY PLANNING COMMITTEE

The Emergency Planning Committee (EPC) is responsible for overseeing on an on-going basis:

- The effectiveness and accuracy of the Emergency Management Plan
- The procedures and relevant emergency documentation
- The appointment of any available personnel to coordinate an emergency response in the first instance
- Staff training emergency preparedness.

The functions of the EPC will be performed by the following employees:

EPC MEMBER NAME	POSITION	PHONE
NATASHA ATKINSON	CEO	0401 537 447
JAMIE MURDOCH	DIRECTOR	0434 589 349
COLIN ADDISON	MAINTENANCE MANAGER	0437 150 122

EMERGENCY CONTROL ORGANISATION

Staff members and stall holders are designated to form the Fremantle Markets Emergency Control Organisation (ECO). These staff will initiate an appropriate response to emergency situations. Their primary role is to ensure that life safety takes precedence over asset protection.

The Chief Warden is responsible for overall emergency management, including planning and operations. Other staff as Wardens will undertake appropriate duties and responsibilities during an emergency event.



ECO ROLE	STAFF NAME	STAFF POSITION	CONTACT NUMBER
CHIEF WARDEN-Week days	NATASHA ATKINSON	OPERATION SUPERVISOR	0401 537 447
DEPUTY CHIEF WARDEN	JAMIE MURDOCH	DIRECTOR	0434 589 349
COMMUNICATIONS OFFICER-Week-end	RICHARD WILLIAMSON		0432244867
AREA WARDEN	PHIL DAWSON		0410 788 751
AREA WARDEN	PAUL GRAYSON		0400 166 024
AREA WARDEN	AMANDA CONWAY		0415 918 261
AREA WARDEN	ROD BATES		0418 447 254
AREA WARDEN	SHAUN ARSEVEN		0414 959 702
FIRST AID OFFICE	MARKET MANAGEMENT		0432244867

The primary role of the ECO is to give top priority to the safety of the occupants and visitors of the facility during an emergency. Life safety shall take precedence over asset protection during an emergency.

PRE –EMERGENCY

The actions to be undertaken by the ECO prior to an emergency event includes the following:

Chief Warden:

- Maintain a current register of ECO members.
- Replace ECO members when a position becomes vacant
- Conduct regular exercises.
- Ensure the emergency response procedures are kept up-to-date.
- Attend meetings of the EPC, as appropriate.
- Attend training and emergency exercises, as required by the EPC.
- Ensure personal ECO identification is available.



Communications Officer:

- Ensure personal proficiency in operation of facility communication equipment.
- Maintain records and logbooks and make them available for emergency response.
- Ensure that ECO members are proficient in use of the facility communication equipment.
- Ensure that emergency communication contact details are up-to-date.

Area Warden:

- Confirm sufficient wardens for area of responsibility.
- Coordinate the completion of Personal Emergency Evacuation Plan (PEEP) documentation if required.
- Report on deficiencies of emergency equipment.
- Ensure that wardens have communicated the emergency response procedures to all occupants with their nominated areas.
- Have an intimate knowledge of the area, including egress routes, the location of emergency equipment and the presence of hazardous substances.
- Ensure that occupants are aware of the identity of their wardens.
- Coordinate safety practices (e.g. clear egress paths, access to first-attack equipment and disposal of rubbish) by wardens throughout their area of responsibility.
- Attend training and emergency exercises, as required by the EPC.

EMERGENCY:

The actions to be undertaken by the ECO in the event of an emergency shall include, but not be limited to the following:

Chief Warden:

On becoming aware of an emergency, the chief warden shall take the following actions:

- Respond and take control, as appropriate.
- Ascertain the nature of the emergency and implement appropriate action.
- Ensure that the appropriate Emergency Service has been notified.
- Ensure that Area wardens are advised of the situation, as appropriate.
- If necessary, after evaluation of the situation and using all of the information, and resources available, initiate an action plan in accordance with the emergency response procedures and control entry to the affected areas.



- Monitor the progress of the evacuation and record any action taken in an incident log.
- Brief Emergency Services personnel upon arrival on type, scope and location of the emergency, the status of the evacuation and, thereafter, act on the senior officer's instructions.
- Any other actions as considered to be necessary or as directed by Emergency Services.

Communications Officer:

- Transmit instructions and information.
- Respond to calls by Wardens using phones and runners.
- Broadcast messages using the Public-Address system.
- Manage alternative methods of communications including land-line phones, mobile phones and runners.

Area Warden:

- Be available for briefing police and other authorised persons during an emergency.
- Be aware of the implications of an emergency in an adjoining area or premises.
- Implement the emergency procedures for their area.
- Ensure that the appropriate emergency service has been notified.
- Check the floor or area for any abnormal situation.
- Commence evacuation if the circumstances warrant this.
- Search the floor or area to ensure all persons have evacuated.
- Ensure an orderly flow of persons into protected areas, e.g. stairwells.
- Assist persons with mobility impairments.
- Communicate with the Chief Warden using phones or whatever means available and act on instructions.
- Advise the Chief Warden as soon as possible of the situation and action taken.
- Co-opt persons as required to assist a Warden during an emergency.

Confirm that the activities of Wardens have been completed and report this to the Chief Warden.

POST-EMERGENCY

The actions to be undertaken by the ECO after an emergency should include, but not be limited to the following:



Chief Warden:

- When the emergency incident is rendered safe or the Emergency Service returns control, notify the ECO members to have occupants return to their facility, as appropriate.
- Organise a debrief with ECO members and where appropriate, with any attending Emergency Service.
- Compile a report for the EPC and management.
- Compile a report of the actions taken during the emergency for the debrief.

IDENTIFICATION

The members of the ECO are identifiable by the use of either helmets/caps/hats/vests/tabards.

ECO POSITION	COLOUR
CHIEF WARDEN	WHITE
DEPUTY CHIEF WARDEN	WHITE
COMMUNICATIONS OFFICER	WHITE
WARDEN	YELLOW
FIRST AID OFFICER	GREEN (White cross on green background)

EPC TRAINING

Training to include the following:

- Developing, managing and maintaining an emergency plan
- The development and implementation of training activities including emergency service management.
- Understanding emergency mitigation, emergency preparedness and emergency prevention.
- Liaising with Emergency Services.

ECO TRAINING INCLUDING CHIEF AND DEPUTY WARDEN AND COMMUNICATION OFFICER

The training shall address the following:

- Understanding their roles and responsibilities.
- Exercising decision-making command and control.
- Managing record keeping.



- Establishing actions for the specific emergencies.
- Coordinating communication(s) during emergencies, assist those with mobility, disability requirements
- Liaising with emergency Services.
- Coordinating evacuation activities
- Implementing post-emergency activities.

EVACUATION PROCEDURES TASKS.

The checklist below should be used by the Chief Warden during and immediately following an emergency incident.

x	EMERGENCY TASKS
	Determine nature of emergency and appropriate course of action.
	Evacuate immediately if there is danger to persons
	Call emergency services on 000 – ask for fire, ambulance or police.
	Conduct a search of the premises.
	Nominate someone to direct emergency services to building entrance.
	Brief emergency services on arrival – type, scope and location of incident.
	Prevent all persons from re-entering premises until deemed safe.
	Ensure all persons are accounted for at assembly area (where possible)
	Provide first-aid to injured persons whilst waiting for emergency help.
	Notify emergency services immediately of injuries, even minor ones.
	For persons that suffered injuries, ensure that you contact “next of kin”
	Organise security guards to provide 24 hour protection of premises
	Report the incident to Fremantle Council
	Contact your insurer and report the incident, including injuries to staff.
	Organise counselling for staff that are traumatised by the incident.
	Write a brief report on what happened, injuries sustained and the actions you took.
	Contact tradespersons to secure the premises to prevent theft or further damage.
	After the incident, conduct a debrief with staff on what happened and why.
	Activate Business Continuity measures.

IMPORTANT NOTES: On sounding of an alarm, the following procedures must be followed:

- Chief Warden to establish an Emergency Control Point, or if this location is not available proceed to the Alternative Emergency Control Point.
- Wardens to conduct immediate search of their area looking for signs of danger.
- Wardens to ensure that all staff commence an evacuation of the markets.



- After conducting the primary search, Wardens to report outcomes to Chief Warden.
- Chief Warden to contact emergency services and request assistance, if required.
- Wardens to assist with marshalling traders and customers to assembly area.
- Once evacuation is complete, Wardens to conduct a secondary search of the premises to confirm that there are no people left. On completion of this search each Warden is to notify the Chief Warden that their area is clear.
- Chief Warden to provide report to attending emergency services on completion of activities.
-

EMERGENCY CONTACT LIST

Note: Details are located Market telephone installations.

EMERGENCY	
Police, Fire Brigade and Ambulance	000
SES (Storm Damage)	132 500
MEDICAL	
Fiona Stanley Hospital	6152 2222
Ambulance (non-urgent)	9334 1222
Poisons Information Line	131 126
UTILITIES	
ATCO Gas Australia	13 13 52
Western Power	13 13 51
Water Corp	13 13 75
REPAIRS AND MAINTENANCE	
Fremantle Markets	9335 2515
Fremantle Glass	9335 2545
Fremantle lock Service	0409 086 497



Graham Lillis	0404 064 000
OTHER CONTACTS	
Fremantle Police Station	9430 1222
Fremantle Fire Station	9335 6262
Worksafe WA	1300 307 877
Other:	

EMERGENCY SERVICE AGENCIES

Police:

- Coordination of emergency operations where there is no designated agency.
- Control of the ground surrounding a Fire Ground (area surrounding incident) and support for the Fire Brigade by securing the area, controlling evacuations and coordinating resource support.
- Initial reconnaissance of the area affected by an emergency
- Traffic and crowd control
- Control of evacuations
- Recovery and identification of dead and injured and notification of next of kin.
- Disaster victim registration.
- Security of evacuated area and person property of the dean and injured.
- Coordination of rescue operations.
- Establishing temporary mortuaries.

Fire:

- In the event of an emergency involving fire, structural collapse, gas leak or chemical spills, the Fire Brigade will assume overall control of the incident.
- A fire ground may be declared by the senior member of the fire service.
- A fire ground is an area involved in the actual fire and any surrounding area that fire services personnel are required to work in, park or place appliances, hoses et. Or otherwise deem as necessary to enable them to combat the fire or hazard.
- Persons within the declared fire ground will act in accordance with directions issued by the senior member of the fire brigade on scene.



Ambulance:

- Provide ambulance transport and pre-hospital care for all injured persons.
- Provide and/or assume the responsibility for transport of designated medical teams and their equipment to the site of an emergency.
- Provide coordinated communications for all health systems involved in emergency responses.

EMERGENCY CONTROL ORGANISATION IDENTIFICATION:

ECO ROLE	EQUIPMENT
Chief Warden	White Helmet/Hat Mobile phone Master keys Emergency plan. First Aid Kit
Wardens	Yellow Helmet/Hat Torches Pen and paper
First Aid Officers	Chief Fire Warden

EVACUATION PROCEDURES FOR MOBILITY-IMPAIRED PERSONS

In the event that there are mobility-impaired persons at the site, the procedure will be as follows:

- Brief mobility-impaired persons when they have their orientation on what they need to do in the event of an emergency.
- During evacuation, reassure mobility-impaired persons.
- Mobility-impaired persons are to remain here they are until their area has been evacuated.
- When the area is clear, affected mobility-impaired persons to be moved into the safest area possible – as far away from the incident as possible and so not causing hazard for others leaving – until emergency services arrive.
- Warden to alert Chief Warden immediately and advise number of persons still on site and their location. If safe, a member of the Emergency Control Organisation to remain with the person until arrival of Emergency Services.
- Chief Warden is to notify Emergency Services on their arrival as to location and number of persons still on site.
- Provide assistance to emergency services if required.



AFTER-HOURS PROCEDURES

In the event of an incident occurring after-hours when limited staff members are on duty, it will not be physically possible to follow the procedures outlined in this manual due to lack of personnel. The priority must be to assist persons in danger and alert attending emergency services as quickly as possible.

After-hours procedures are as follows:

- Any Warden to assume the role of Chief Warden.
- Investigate the area for signs of danger.
- Immediately evacuate any persons in danger.
- Contact emergency services and report the situation.

RISK ASSESSMENT

RISK	LIKELIHOOD	CONSEQUENCE	RATING	COLOUR CODE
Active Shooter	Likely	Catastrophic	3.5 High	Yellow
Armed Holdup	Unlikely	Catastrophic	3-Medium	Black
Assault	Likely	Moderate	4-medium	Black
Bomb threat	Likely	Major	2-High	Purple
Burglaries	Likely	Minor	4-Medium	Yellow
Chemical hazard	Unlikely	Moderate	4-Medium	Yellow
Civil disorder	Unlikely	Minor	5-Low	Brown
Crowd Unruly behaviour	Unlikely	Minor	5-Low	Yellow
Deceased person	Unlikely	Catastrophic	2-High	Yellow
Electric Shock	Unlikely	Catastrophic	2-High	Blue
Evacuation	Likely	Major	2-High	Orange
Explosion	Unlikely	Minor	4-Medium	Red
Extortion	Unlikely	Catastrophic	2 High	Yellow
Fire	Likely	Moderate	5-Low	Red
Food poisoning	Unlikely	Major	4— Medium	Yellow
Gas leak	Likely	Moderate	5-Low	Yellow
Internal Emergency	Unlikely	Major	3-Medium	Yellow
Medical emergency	Likely	Minor	4-Medium	Blue
Suspicious mail	Unlikely	Moderate	3-Medium	Yellow
Syringes found	Unlikely	Moderate	3-Medium	Yellow
Threats-written/recorded	Unlikely	Moderate	3-Medium	Black
Threatening person	Likely	Minor	5-Low	Black



Water leak/flood	Unlikely	Major	3-Medium	Yellow
Water supply interruption	Unlikely	Minor	4-Medium	Yellow

MEDIA MANAGEMENT

Media management is a critical part of Fremantle Markets' emergency response and communication activity. It is absolutely essential that only authorised personnel speak to the media. Authorised personnel shall be given appropriate training to ensure an adequate understanding of Fremantle Markets media objectives and compliance with procedures.

Only the following persons are authorised to speak to the media:

NAME	POSITION	CONTACT NUMBER
NATASHA ATKINSON	CEO	0401 537 447
JAMIE MURDOCH	DIRECTOR	0434 589 349

The only exception would be an incident where an employee first gained approval from an authorised spokesperson and was fully briefed before speaking on behalf of Fremantle Markets.

Media Briefing Area

The Chief Warden, if required, shall identify an appropriate media briefing area located in a safe position that will not impact on emergency response and/or emergency services operations.

Process for Unauthorised Employees and Market Traders

All other employees and market traders, when approached by the media, should politely decline to speak and gather relevant details which can then be passed on to an authorised spokesperson.

Details to gather include:

- Time and date of the call/enquiry.
- Journalist's name and publication.
- Reason for the enquiry.
- Journalist's deadline.
- Journalist's contact number, including mobile.



RESPONSE PROCEDURES

ACTIVE SHOOTER

WHAT TO DO IN AN ACTIVE SHOOTER OR ARMED OFFENDER INCIDENT.

Australia's current National Terrorism threat level sits at probable which indicates individuals or groups have developed both an intent and capability to conduct a terrorist attack in Australia.

Current threat assessments reaffirm the trend towards low-capability attacks conducted by lone actors or small groups which present a significant challenge for security and law-enforcement agencies, such as WA Police. These attacks are aimed at people rather than infrastructure and against relatively soft targets and they can occur with little or no planning, or intelligence forewarning.

While the term "extremist" is very topical at this time, particularly in the media, it's important to realise not all active shooter/armed offender incidents are motivated by extremism or perpetrated by religious or ideologically focused individuals. An active shooter incident can also include an individual with a serious fixation and/or a serious mental health issue or it could be motivated by hatred, revenge or criminal intent.

The term "active shooter" makes a direct reference to the use of a firearm or firearms, but an incident may also involve any weapon type such as bladed weapons, explosive devices and any improvised object capable of inflicting serious injury or death, including motor vehicles.

Recent attacks highlight the majority of active shooter incidents occur at places that are considered soft targets and places of mass gatherings such as public transport hubs, sporting arena, entertainment precincts, schools and shopping malls.

The main objective of WA Police Officers when responding to an active shooter/armed offender incident is to save lives and prevent further loss of life or injuries. WA Police officers must reduce or suppress the threat posed by the active shooter/armed offender as quickly as possible. Traditional cordon, contain and negotiate strategies are unlikely to be effective in reducing the time an offender has to achieve their desired outcomes, or limit their freedom of movement.

If any person finds themselves involved in an active shooter incident, the best and recommended advice offered by WA Police is to call Triple Zero (000) and Run, Hide or Take Action.

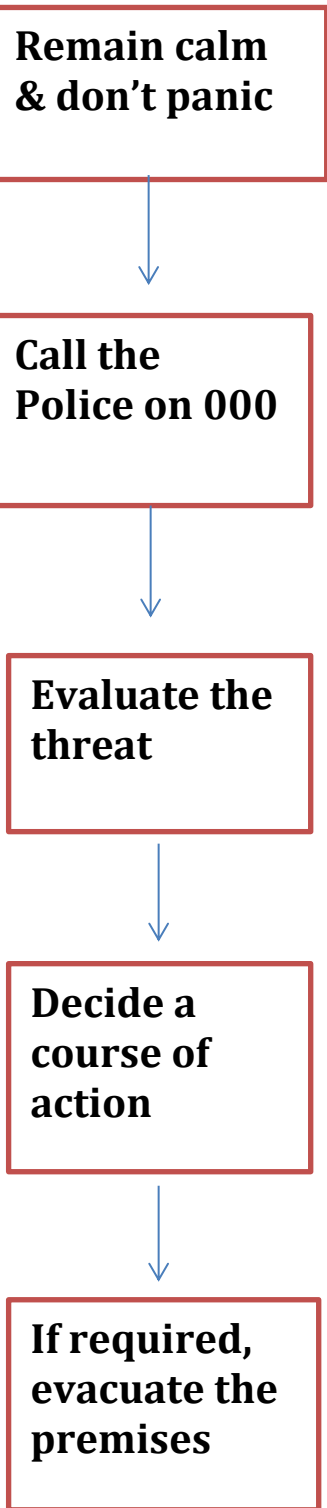


RESPONSE PROCEDURES

BOMB THREAT

CODE PURPLE

Use the information below to safely manage a bomb threat situation including suspicious objects written threats and phone threats:



- If a written bomb threat is received or suspicious object is found, notify Police on 000. Follow the procedures below.
- Do not touch suspicious objects.
- If a telephone bomb threat is received, you should:
 - Attract the attention of someone else.
 - Keep the caller on the line as long as possible. Don't hang up under any circumstances.
 - Pay particular attention to background noises, accents, speech patterns, etc.
- Evaluate the threat: and determine a course of action. Your choices are to:
 - Conduct a search of the premises where possible before raising the alarm with other occupants. You would only do this if the threat was non-specific and you had a high degree of certainty that the threat was not real.
 - Commence a partial evacuation of the site and commence a search of the premises.
 - Immediately evacuate the premises without conducting a search. You would do this if a specific threat was received, i.e. detonation time specified.
- If you decide to evacuate, check that the exit route is clear of suspicious objects and leave doors open. This will minimise the blast effect if a detonation occurs.
- When evacuating, remove personal items from common areas as these can be confused with suspicious objects.