



**Mount Gambier
Farmers Market**

MOUNT GAMBIER FARMERS MARKET

STALLHOLDER RULES AND RESPONSIBILITIES Revised 16 September 2015

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DEFINITIONS

"current member" means a person whose membership fee is not in arrears

"Farmers' Market" means "Mount Gambier Farmers Market Incorporated"

"market" means "Mount Gambier Farmers Market Incorporated"

"grower" is the person who is responsible for, and exercises control over, a primary product (e.g. livestock, eggs and apples) for the bulk of the production cycle of the product sold, from planting to harvest

"fisher" means a person who is licensed within 200km of Mount Gambier to take fish for commercial purposes or who produces farmed fish for commercial purposes within 200km of Mount Gambier

"Market Manager" is delegated responsibility for the operation of the market by the Committee of the Mount Gambier Farmers Market Inc

"market day" is the day on which the Farmers' Market is scheduled to operate

"primary produce" means an agricultural product for example a vegetable, a fruit, meat and eggs

"site" means an individual site space located within the Farmers' Market the size of which is determined by the Farmers' Market Committee

"stall" means a space that is made up of one or more sites, and is operated according to these Rules and Responsibilities and is the responsibility of the stallholder

"stallholder" is a grower, fisher or producer who has successfully applied to trade at the Market

"local" means within 200km of Mount Gambier

"the region" means within 200km of Mount Gambier

"value-adder" means the person who uses one or more primary products to make a value added product for sale. The value-adder is responsible for, exercises control over and participates in the manufacture of the product

1. MOUNT GAMBIER FARMERS MARKET INCORPORATED

1.1 THE MARKET

- 1.1.1 The Mount Gambier Farmers Market (“Market”) operates every Saturday, unless the Market Manager advises otherwise.
- 1.1.2 The Market will be open from 9.00 am to 12.00 noon, unless the Market Manager advises otherwise.

1.2 MOUNT GAMBIER FARMERS MARKET COMMITTEE

- 1.2.1 Mount Gambier Farmers Market Incorporated (“MGFM Inc”) is a not-for-profit incorporated body administered by the Mount Gambier Farmers Market Committee (the “Committee”).
- 1.2.2 The Committee is responsible for the management and control of the funds and other property of the incorporated body.

1.3 MARKET MANAGER

- 1.3.1 The Market Manager is responsible for the operation of the Farmers' Market and ensures compliance with these Rules and Responsibilities.
- 1.3.2 The Market Manager is responsible to the Committee.

1.4 THE MARKET

- 1.4.1 The Farmers' Market will be made up of sites. Sites will be rented by Stallholders and operated according to these Rules and Responsibilities.

2. TRADING AT THE MARKET

2.1 STALLHOLDER ELIGIBILITY

- 2.1.1 All stallholders must reside within 200km of Mount Gambier (which includes Kingston, Keith, Bordertown, Nhill, Horsham, Stawell, Ararat, Hamilton, Mortlake and Warrnambool).
- 2.1.2 At the discretion of the Market Manager, guest producers, from outside the region may be eligible to trade if there are no stallholders within the region with that product.
- 2.1.3 Prior to trading at the market, the stallholder must :
 - a. have completed and returned all documentation provided in the Stallholder Information Pack and any other required information to the Market Manager
 - b. be a current member of Mount Gambier Farmers' Market Inc
 - c. written confirmation from the Market Manager
 - d. agree to pay stall fees as invoiced.
- 2.1.4 Stallholders may apply to the committee for exemptions to the following obligations, which are likely to be given only in exceptional circumstances.
- 2.1.5 The Market Manager has an absolute discretion to decline approval for a new or existing stallholder. There will be an appeals process in line with 7.1.2 - 7.1.7.

2.2 STALLHOLDER OBLIGATIONS

- 2.2.1 All primary produce for sale at the market must be grown within 200km of Mount Gambier, unless the stallholder is a guest producer.
- 2.2.2 All value added product for sale at the market must be made by the stallholder within 200km of Mount Gambier, and must be made from at least 30% primary produce of this region. The intention

of the market is to increase this percentage in future years. Some exceptions apply (see Allowable Produce below).

- 2.2.3 The stallholder is responsible for the operation of their stall. The stall must be operated by the producer, however support may be provided by a person with an intimate knowledge of the product and production process.
- 2.2.4 At the market, a stallholder must:
- Only sell those products listed in their "written confirmation". (Should amendment to this list be required, the stallholder is to submit an amended form to the Market Manager)
 - Only sell items that are "allowable produce" (as listed in Section 2.3.)
 - Provide a 10% discount off the advertised price of products to members of MGFM Inc (stallholders are entitled to ask any member to produce their membership card before applying this discount) and clearly display the purchase price and advice of the 10% discount for current members.
 - Guarantee to offer for sale food products of the highest possible quality. If seconds are sold they are to be marked and priced accordingly. The Market Manager has the authority to require stallholders to remove substandard product or product that does not comply with these rules and responsibilities.
- 2.2.5 Stallholders are encouraged to display a list of those retailers in Mount Gambier stocking their products.
- 2.2.6 The Stallholder will allow the Market Manager access to growing and processing areas.

2.3 ALLOWABLE PRODUCE AND SALES

- 2.3.1 The Stall holder may sell only primary produce, value added product or non-food product that has been approved by the Market Manager. If an allowable product) is not currently being sold at the market by its producer, it may be sold by another stallholder if the product is branded by that stallholder and the stallholder has an intimate knowledge of the product and production process.
- 2.3.2 The Market Manager can decline any application to sell any product at the Mount Gambier Farmers Market regardless of whether the product could be defined as "allowable" according the Rules and Responsibilities.
- 2.3.3 The produce and products listed below must be grown/harvested/caught/processed/made within 200kms of Mount Gambier. Allowable product includes:
- Vegetables, Herbs and Food Plants potted roses/flowers
 - Fruit
 - Nuts, Seeds and Grains
 - Meat, Seafood, Farmed Fish and Dairy
 - Poultry and Eggs (product labelled "Free Range" must be less than 1500 birds per hectare)
 - Honey
 - Preserves, Jams etc
 - Cut Flowers
 - Juices, Drinks and Herbal Teas
 - Organic Compost
 - Worm Farms
 - Wine and other beverages
 - Vegetable, seed and nut oils
 - Wild Game
 - Cakes biscuit pastries
 - Pasta
 - Ready-meals
 - Dips

- Smallgoods
- Live Animals.

- 2.3.4 Coffee (fair trade and organic preferred) must be roasted within 200km of Mount Gambier
- 2.3.5 Flour must be milled in South Australia or Victoria (organic preferred)
- 2.3.6 Seeds and seedlings must be edible vegetable, herb or food plants that are not genetically modified. Seeds without chemical treatment preferred. Seeds and seedlings of plants native to the region are also allowed
- 2.3.7 Native plants must be grown from seed sourced from plants native to the region grown within 200km of Mount Gambier
- 2.3.8 Live animals to be bred within 200km of Mount Gambier
- 2.3.9 Stallholders must declare that their produce contains no GMOs or artificial colours or flavours.

2.4 STALLHOLDER PRIORITY/PREFERENCE

In determining which stalls will be given preference the Market Manager will give consideration to the following:

- 2.4.1 Priority will be given to stallholders selling products they have grown/harvested/caught themselves.
- 2.4.2 Market Mix (see Section 2.5)
- 2.4.3 Whole Foods. Stalls with wholefoods will be given priority over processed and refined foods.
- 2.4.4 Environmental Sustainability. Priority will be given to stalls supplying certified biodynamic or organic produce. Only stallholders with appropriate certification can label their produce *organic* or *biodynamic*. Certification must be displayed at the stall. Growers who farm sustainably and do not use synthetic insecticides, systemic fungicides, post harvest fungicides, antibiotics (in feed) or growth hormones will be given priority over other conventional growers.
- 2.4.5 Promoting Food Cultural Diversity. Stalls which help to preserve traditional practices and celebrate the cultural diversity of the region will be given priority.
- 2.4.6 Local Produce. Priority will be given to those stalls that can demonstrate the greatest use of local produce from within a 200km radius of the Mount Gambier.
- 2.4.7 Farm Based Value Adding. Farm based/home grown value adders will be given priority over value adders buying in produce.
- 2.4.8 Local Business. Businesses owned and managed in the region will be given priority.

2.5 MARKET MIX

It is important to the success of the Market that the right mix of stalls exists. The Market will seek to maintain:

- 70% Primary producer stallholders (including, but not exclusive to, vegetables, fruit, eggs, meat, dairy, grains, olives and olive oil, honey, cut flowers, vegetable seedlings and native plants).
- 30% Value added stallholders (less than 10% wine).

The Market will seek to have stall holders from each of the following categories at all markets:

- Vegetables
- Fruit
- Bread
- Milk/cheese/dairy
- Meat/fish
- Eggs
- Olives/olive oil/honey.

2.6 RESELLING AND ONSELLING

- 2.6.1 Unless approved by the Market Manager, only allowable product that is produced or grown by the stallholder will be permitted for sale and NO reselling or carrying of products other than those of the stallholder will be permitted outside of the criteria stated in 2.3.4. and 2.4.1.

2.7 INSURANCE

- 2.7.1 All stallholders must provide the Market Manager with an Insurance Certificate of Currency before a stall site is confirmed. The Certificate of Currency must clearly state that the stallholder's trading name (as used at the Farmers Market) and show that the stallholder is covered for:
- product liability of retail sale of their products.
 - the offering of tastings of the stallholders' product to the public
 - the performance of cooking demonstrations using market produce and provision of tastings to the public and
 - all activities required for the operation of the stall (including the driving of a forklift if applicable)
- 2.7.2 It is the responsibility of the Stallholder to ensure a copy of their Certificate of Currency is forwarded to the Market Manager annually.
- 2.7.3 Stallholders with their own insurance are eligible for a stallholders fee discount.

3 MARKET DAY

“Market Day” is every Saturday of the year unless cancelled by the Market Manager.

3.1 STALL BOOKINGS

- 3.1.1 Bookings can be made on a weekly, fortnightly or monthly basis.
- 3.1.2 Bookings for Stall Site must be confirmed with the Market Manager no later than 10am on the Friday prior to Market Day.
- 3.1.3 All stall fees must be paid prior to or on Market Day.
- 3.1.4 If bookings have not been confirmed with the Market Manager prior to 10am on the Friday before the Market, the Market Manager reserves the right to refuse entry to the Stallholder.

3.2 CANCELLATIONS

- 3.2.1 Site bookings can be cancelled up to 10am on the Friday prior to market day. Fees that have been paid will be credited to the Stallholder.
- 3.2.2 If the Stallholder does not cancel prior to 10am, or fails to attend on market day, the Stallholder will be required to pay stall fees for that market.

3.3 SITE ALLOCATION

- 3.3.1 The location of a stall will be determined by the Market Manager.
- 3.3.2 The site boundaries will be determined by the Market Manager.
- 3.3.3 The location of a stall will be determined taking into account stallholder requests and needs, and the best interests of the Farmers' Market.
- 3.3.4 The Market Manager will endeavour to keep regular stallholders in the same position each week but permanent site allocation is not guaranteed.
- 3.3.5 Sites cannot be transferred, assigned or sold as part of a business sale or change of ownership.

- 3.3.6 The Market Manager reserves the right to alter the size, shape and position of individual sites at any time to ensure the best interests of the Farmers' Market or for any legal requirement.
- 3.3.7 The Committee reserves the right to relocate the entire Farmers' Market at any time to ensure the best interests of the Farmers' Market or for any legal or Council requirement.

3.4 ACCESS TO MARKET SITE

- 3.4.1 Access to the site for stallholders is from 7.00am on Market Day.
- 3.4.2 Trading hours for the Market are between 9.00am and 12.00noon on Market Day. These hours may be changed at the discretion of the Market Manager.
- 3.4.3 Stallholders are required to have their stall ready, with all exhibits displayed for sale, by no later 15 minutes before Farmers' Market opening time. Stalls must be open and properly staffed for the entire trading period.
- 3.4.4 Stalls cannot be dismantled until the close of the Market.
- 3.4.5 No vehicles are allowed on the grass.
- 3.4.6 No vehicles are allowed on the paved area unless directed by the Market Manager.
- 3.4.7 Where on-site power is available it can only be used with the approval of the Market Manager. On-site power will be allocated by the Market Manager on application by the stallholder.

4 HEALTH AND SAFETY AT THE FARMERS' MARKET

4.1 PRODUCE / PRODUCT

- 4.1.2 It is the responsibility of each stallholder to meet the requirements of relevant legislation and apply for any licences or permits required for selling or producing their products to the public.
- 4.1.3 All baked or value-added goods must be made in a kitchen/food premise approved by the relevant Local Council.
- 4.1.4 Licences/permits/approvals must be given to the Market Manager prior to trading.

4.2 STALL SITES

- 4.2.1 All stall paraphernalia must be kept within the allocated site boundaries as determined by the Market Manager.
- 4.2.2 All tents, overhead shades and poles must be securely fixed and not positioned to cause obstruction or danger to any person on the Farmers' Market site.
- 4.2.3 All stallholders must ensure that nothing is left on site. Refuse must be deposited in the designated bins or removed by stallholders.
- 4.2.4 Waste water **must** be poured into sewage/sullage points as specified and **NOT** into gutters or storm water drains.

4.3 STALL SIGNAGE, LABELLING AND PACKAGING

- 4.3.1 All stallholders must have signs that display their business trading name, whilst trading at the Market. Stalls must be able to be clearly identified by the customer.
- 4.3.2 All signage must be kept within allocated site boundaries and the Market Manager reserves the right to have inappropriate signage removed.
- 4.3.3 Stallholders are required to wear nametags while trading.
- 4.3.4 All products must comply with the labelling requirements pursuant to the relevant legislation.
- 4.3.5 All goods packaged on the market site must be weighed according to the *National Measurement Act 1960* (Commonwealth). The weight of produce packaged on the Market site must be visible to

customers. Stallholders must provide the opportunity for customers to check weight of packaged goods should they ask to do so.

- 4.3.5 Wherever possible packaging should be minimal and compostable or able to be recycled.
- 4.3.6 Plastic bags will not be permitted unless they are provided by the customer. Market bags are available for sale by stallholders. Refer to the "Responsible Packaging Policy" (Appendix B).

4.4 ELECTRICAL TESTING AND TAGGING REQUIREMENTS

- 4.4.1 All electrical fittings, equipment or materials must comply with Occupational Health, Safety and Welfare (OHS&W) guidelines as defined by the relevant legislation.
- 4.4.2 All electrical fittings, equipment or materials are subject to inspection by the Market Manager and a licensed electrician.
- 4.4.3 Electrical compliance testing will be conducted annually. Any electrical equipment without a current compliance tag will be tested and tagged at the stallholders' expense.
- 4.4.4 If any such electrical fittings, equipment or materials are deemed not to comply with OHS&W Regulations, or the Market Manager deems them to be unsafe for any reason, they shall be removed from the site at the expense of the Stallholder.
- 4.4.5 All electrical malfunctions must be reported to the Market Manager.

4.5 GAS EQUIPMENT AND FIRE SAFETY

- 4.5.1 No gas appliances are to be used on site without the express approval of the Market Manager.
- 4.5.2 It is the responsibility of the Stallholder to regularly check all gas bottles and equipment attached to gas bottles to ensure gas hoses and attachments are not faulty and that bottles are date compliant.
- 4.5.3 It is the responsibility of the Stallholder to provide a working fire extinguisher for any stall where gas burners are used. It is the responsibility of the Stallholder to ensure they know how the extinguisher is operated.
- 4.5.4 It is the responsibility of the Stallholder to make themselves aware of the location of the nearest fire extinguisher on the site.

4.6 SMOKING

- 4.6.1 The Market is a non-smoking venue

4.7 DOGS

- 4.7.1 All dogs at the market must be under effective control at all times.

5 FEES AND PAYMENT OPTIONS

5.1 STALL FEES

- 5.1.1 The fee for renting a site will be determined by the Committee.
- 5.1.2 Stall fees will be calculated based on the number of sites operated by a stallholder.
- 5.1.3 If payment has not been made the Market Manager has the right to suspend the stallholder's licence to trade at the Farmers' Market and refuse stallholders entry to the Farmers' Market.

5.2 STALLHOLDER PAYMENT OPTIONS

- 5.2.1 Payment of site fees may be made weekly, fortnightly or monthly. This is to be arranged with the Market Manager.

- 5.2.2 Stallholders who pay their monthly site fees **prior to the 1st day of each month** will receive a discount as determined by the MGFM Committee.

5.3 STALL SITES

- 5.3.1 Payment of the site fee entitles the Stallholder to the following:
- one stall site
 - an entry on the online list of Market Stallholders.
- 5.3.2 Power facilities are available at an additional charge.

6 COMPLAINTS

6.1 COMPLAINTS BY CUSTOMERS OR STALLHOLDERS

- 6.1.1 All complaints by customers, stallholder-applicants or stallholders ("the complainant") must be made in the first instance to the Market Manager or reported to the information stand where they will be noted in the Market Site Diary.
- 6.1.2 The Market Manager will investigate the complaint informally and will endeavour to resolve the complaint to the satisfaction of the complainant and the Market Manager in a timely manner.
- 6.1.3 Should the complaint not be resolved to the satisfaction of the complainant by the Market Manager, a formal, written, complaint can be made by the complainant and addressed to:
- The Chairperson**
Mount Gambier Farmers Market Inc
PO Box 2347
Mount Gambier SA 5290
- 6.1.4 The Market Manager will advise the Chair and Secretary of all complaints within 48 hours of the complaint being made.
- 6.1.5 If a written complaint against a stallholder is received, the committee will provide the stallholder in relation to whom the complaint is made with a written notice detailing the complaints made. The stallholder will be provided with an opportunity to respond either orally or in writing to the complaints made at a subsequent Committee meeting. The stallholder will be given at least two weeks to respond to any complaint made.
- 6.1.6 Should the stall holder elect not to respond to a complaint and should it be found by the Committee that the stallholder has acted in a way that is detrimental to the reputation or the interests of the Farmers' Market or not in accordance with these Rules and Responsibilities, the Committee retains the right to revoke the stallholder's licence to trade at the Farmers' Market.
- 6.1.7 The Committee will formally respond to the complainant informing them of the Committee's deliberation.

7 RIGHT TO TRADE AT THE MARKET

7.1 AUTHORITY OF MARKET MANAGER

- 7.1.1 The Market Manager can suspend or remove the stallholder's right to trade at the Farmers' Market if the Market Manager determines that:
- 7.1.1.1 The stallholder, or person working at the stall has not complied with these Rules and Responsibilities; or
 - 7.1.1.2 A product for sale poses a risk to the health or safety of consumers; or
 - 7.1.1.3 The non-compliance of the Stallholder with a rule or responsibility listed in this document poses a risk to the health and safety of consumers; or

- 7.1.1.4 The Stallholder is selling produce or product of poor quality; or
- 7.1.1.5 The Stallholder has otherwise acted in a manner that will bring the reputation of the Market into disrepute; or
- 7.1.1.6 The Stallholder has not responded adequately to a complaint that has been brought to the Stallholder's attention; or
- 7.1.1.7 The Stallholder has not complied with a reasonable request made by the Market Manager or Committee; or
- 7.1.1.8 There are outstanding stall fees owed by the Stallholder to the Market, the Market Manager can suspend or remove the stallholder's right to trade at the Farmers' Market.
- 7.1.2 If the Market Manager suspends or revokes a stallholder's licence to trade, the Market Manager will inform the Chair and Secretary as soon as possible.
- 7.1.3 If the Market Manager suspends or revokes a stallholder's licence to trade, the Market Manager will provide a written report to the Committee and to the stallholder within five working days of the decision being made.
- 7.1.4 If the Market Manager suspends or revokes a stallholder's licence to trade, and a stallholder receives written notification as outlined in R7.1.3, the stallholder can request that the Committee review the Market Manager's decision by writing to the Chairperson of the Committee:
The Chairperson
Mount Gambier Farmers Market Inc
PO Box 2347
Mount Gambier SA 5290
- 7.1.5 On receipt of a written report by the Market Manger pursuant to R7.1.1.3 and on receipt of the written request by the stallholder for a review of the decision pursuant to R7.1.4, the Committee will provide the stallholder with written notice of the complaint against them. The stallholder will be provided with an opportunity to respond either orally or in writing to the complaints made at a subsequent Committee meeting. The stallholder will be given at least two weeks to respond to any complaint made.
- 7.1.6 Should it be found by the Committee that the stallholder acted in a way that is detrimental to the reputation or the interests of the Market, or not in accordance with these Rules and Responsibilities, the Committee retains the right to revoke or suspend the stallholder's licence to trade at the Farmers' Market.
- 7.1.7 Any decision available under these Rules and Responsibilities and made by the Committee is final.

7.2 COMMUNICATION OF COMMITTEE DECISION

- 7.2.1 The Committee will inform the Stallholder of the decision made by the Committee as soon as practicable after the making of the decision, and no later than the Wednesday preceding the Market.
- 7.2.2 Should the Stallholder's right to trade have been revoked by the Committee, this will occur only after the Committee has informed the Stallholder of this decision.

8. DISCLAIMER OF LIABILITY

- 8.1.1 Stallholders will indemnify to the extent permitted by law the Mount Gambier Farmers Market Inc from any damage, expenses or liability arising from any injury or damages to any person, including the general public, the Stallholder or others, occurring either in the space occupied by the Stallholder or elsewhere arising out of the occupancy of the stall site or anything connected with such occupancy.
- 8.1.2 To the extent permitted by law, the MGFm Inc will not be liable for any loss or damage suffered by the Stallholder including damage to the property of the Stallholder due to fire, robbery, accidents or any cause whatsoever.

8.1.3 The MGFM Inc assumes no liability for any damages or losses resulting from or relating to the failure of the Stallholder to comply with any provision of this agreement.

APPENDIX A

Mount Gambier Farmers Market Inc Weather Policy

The Farmers' Market may close due to adverse weather conditions. The decision to close is at the discretion of the Market Manager.

APPENDIX B

Mount Gambier Farmers Market Incorporated Responsible Packaging Policy

Mount Gambier Farmers Market Inc requires stallholders to implement responsible packaging whilst attending the Mount Gambier Farmers Market.

Responsible packaging includes:

- Minimal use of single use packaging
- Pre packing only where necessary
- Encouraging customers to supply their own packaging and bags
- Re use of any packaging provided where possible
- Actively recycling where possible.

Permitted Packaging:-

- Compostable bags, NOT biodegradable
- Paper bags
- Barrier bags
- Market carry bags.

We recognise that barrier bags (plastic bags on roll without handles) are required in some instances but we expect stall holders to implement a strategy to encourage customers not to use barrier bags. Stallholders are encouraged to sell string bags to replace barrier bags.

Packaging Not permitted:-

Plastic carry-bags with handles.

STALLHOLDER COMMITMENT

I,
HAVE READ AND UNDERSTOOD MY RIGHTS AND OBLIGATIONS AS A STALLHOLDER
AT THE MOUNT GAMBIER FARMERS MARKET AS IDENTIFIED IN THE DOCUMENT
“MOUNT GAMBIER FARMERS MARKET STALLHOLDER RULES AND RESPONSIBILITIES
2012”.

I AGREE TO ABIDE BY THE RULES AND RESPONSIBILITIES AS THEY ARE WRITTEN.
I UNDERSTAND THAT MY RIGHT TO TRADE MAY BE REFUSED IF I DO NOT ABIDE BY
THEM.

I AGREE THAT I, ON THE BEHALF OF

(TRADING ENTITY),
WILL INDEMNIFY TO THE EXTENT PERMITTED BY LAW THE MGFM INC FROM ANY
DAMAGE, EXPENSES OR LIABILITY ARISING FROM ANY INJURY OR DAMAGES TO ANY
PERSON THAT OCCURS EITHER IN OR ARISING OUT OF THE OCCUPANCY OF THE
STALL SITE OR ANY THING CONNECTED WITH SUCH OCCUPANCY.

Signed.....

On behalf of (company):

Position (ie Manager/Owner):

Date