

Wingham Farmers Market Rules



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The Wingham Farmers' Market aims to be an authentic farmers' market which promotes and benefits local producers and the community. In order to achieve this and maintain registration with the Australian Farmers' Market Association, the following rules have been established:

1.0 Definitions

- 1.1 The full name is the 'Wingham Farmers' Market', hereafter referred to as 'the Market'.
- 1.2 'Market Management' includes volunteer members of the Wingham Farmers' Market Committee and the Wingham Showground Trust.
- 1.3 The 'community stall' is a stall run by the Wingham Farmers' Market Committee. Sell on behalf of small producers, Proceeds go to promoting the market
- 1.4 These rules are current as of 1 January 2013.

2.0 Time, Place and Weather

- 2.1 The Market takes place on the 1st Saturday of each month.
- 2.2 Trade at the market begins at 8:00 a.m. and ends at 12 noon. No sales are allowed outside of this.
- 2.3 Set-up for Vendors is between 6:30am and 8:00 am.
- 2.4 Vendors are expected to stay until the close of the market at 12 noon.
- 2.5 The Market is held at Wingham Showground, 1292 Gloucester Road.
- 2.6 The Market is held irrespective of the weather.

3.0 Who Can Sell?

- 3.1 Vendors must be registered (see section 5) and approved in accordance with these Market Rules.
- 3.2 Growers must be from the Manning – Great Lakes - Hastings region. This is defined as the land within the catchments of the Manning, Karuah and Hastings Rivers, and Wallis, Smiths and Myall Lakes. Limited exceptions will be made for product not available within this region with approval from the Wingham Farmers' Market Committee.
- 3.3 Market Management reserves the right to prohibit anyone from selling at the Market and to cancel the privileges of any Vendor who in the opinion of the Market Management has violated the rules governing the Market. Fees will not be refunded in this case.

4.0 What can be sold

4.1 General

All items sold must be produced, grown or wild-gathered by or on behalf of the vendor. The purchase of produce for resale at the Market is not allowed; however vendors may sell a limited amount of like produce on behalf of other local growers so as to be able to provide a complete offering or where insufficient quantities of their own produce are available for sale.

The Market Management reserves the right to inspect, by appointment, any vendor's farm, or source of supply and production. The primary purpose of a visit/inspection will be to determine whether the participant is producing all that he or she is selling at the Market and the nature of production.

4.2 Agricultural Produce

Agricultural produce includes fruits, vegetables, grains, flowers, herbs, seedlings, bedding and potted plants.

Produce should be grown using organic, biodynamic or biological methods, and/or be spray free (ie grown without the use of synthetic pesticides or fertilisers). Products labelled 'organic' must have organic certification.

Bedding and potted plants must be grown from seed, cuttings, bulbs or bare root and be established in their current container by the Vendor.

4.3 Value-added Products

Value-added products include jams, salsas, oils, vinegars, olives, baked goods, wines, pickles, relishes and the like. Vendors of value-added products must comply with applicable packaging and labelling regulations.

4.4 Meat and Animal Products

This category includes meats, poultry, sausages, bacon, milk, cheese, eggs, farm-raised fish, honey, wool, leather, and other products derived from animals.

All slaughtered animals should be in the Vendor's immediate custody, care and control for a minimum of 50 % of the animal's life immediately before the time of slaughter.

Vendors must comply with all applicable regulations, packaging, labelling and inspection requirements.

Any vendor wishing to sell live goods not specified as above (eg puppies, horses, sheep etc) MUST be given written permission from Market Management prior to the market.

4.5 Crafts & Homemade Items

Homemade crafts manufactured, produced, gathered or made by the Vendor are welcomed at the Market, particularly if using any local products.

4.6 Samples

Samples can be opened, arranged or cut for display or tasting at the Market provided they are properly stored and/or served in accordance with food handling requirements.

Samples cannot be sold, but may be offered for tasting on a 'free of charge' basis.

5.0 Vendor Guidelines

- 5.1 To apply for a market site, contact Annette Owen-Mulder on 6550 7213
- 5.2 Vendors must have copies of appropriate insurance certificates, licenses and permits available for inspection on Market day.
- 5.3 Single, multiple or annual applications may be made at any time by completing one or more site reservation(s). Sites will be made available on a 'first come, first served' basis and should a vendor wish to retain a particular site location for multiple market dates or for the duration of the year.
- 5.4 Any grievance regarding Vendors or their produce *should not* be directed to the Vendor in question, but the initial grievance should be reported to the Market Management who will consider/discuss the concern, and advise those involved of what action is to be taken.
- 5.5 Inappropriate language, behaviour, music or lighting, profanity, noise or other harassment or abuse by a vendor or participant toward another vendor, participant, employee, or customer of the Market is grounds for immediate and permanent expulsion from the Market.
- 5.6 Vehicles will not be allowed to move in or out of the Market during Market hours (this excludes emergency service vehicles).
- 5.7 Set-up must be completed before the commencement of the Market at 8:00am and one hour will be allowed after the Market closing time (12 noon) for completion of sales, tear-down and site clean-up.
- 5.8 It is the responsibility of individual vendors to maintain a clean and healthy environment within their assigned site area and vendors are required to leave that area free of rubbish, debris and "broom clean" at the conclusion of each Market day.
- 5.9 All waste is to be disposed of in an appropriate manner.
- 5.10 Gazebos, canopies, tents, umbrellas and other temporary stall site additions should be safely secured against unexpected weather events.
- 5.11 Packaging should be biodegradable wherever possible. Non-biodegradable plastic carrier bags are to be avoided.
- 5.12 If a site is *not* to be used by the Vendor, the Market Management can re-assign the available space to another stallholder.

6.0 Market Safety

- 6.1 Before participating in their first Market, Vendors must read and be familiar with the Market Safety Procedures, which are part of the Market Rules.
- 6.2 Vendors are responsible for the safety of their own equipment and products and are expected to maintain adequate liability insurance (see section 10).

7.0 Site and Market Fees

Site fees will be collected by Market Management in cash at the markets. All fees include GST.

Site fees for each Market Day (as at 1-01-2013) are as follows:

Market stall	\$20.00
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Product liability insurance (only required if you do not have your own)	\$5.50
Sales through the 'community stall'	10 % of profits

In 2013, fees will be waived for new vendors at their first market. Vendors selected by Market Management as the guest speaker at the Market will be eligible for fee exemption for that month.

8.0 Cancellation or Change of Market Arrangements

- 8.1 In the event that there is a need to cancel or to change the Market arrangements from proceeding as normal, stallholders will be advised by 12 noon on the preceding Friday.
- 8.2 Market Management reserves the right to change the size, shape and position of any site(s) as may be necessary.

9.0 Legal Requirements

- 9.1 **Testing and Tagging Requirements**
All shelters, equipment, fittings or materials used at the Market are subject to a safety inspection. The outward sign of electrical compliance with the Act will be an Electrical Test Tag to AS3760. If any shelters, equipment, fittings or materials are deemed not to comply with WHS regulations, or are considered to be unsafe for any reason, then they shall be removed from the site at the expense of the Vendor.
- 9.2 **Packaging and Labelling**
All vendors must comply with appropriate packaging and labelling regulations and be in possession of any necessary licenses or permits required to produce or sell their products. Copies of these licenses or permits must be available for inspection on Market Day.
- 9.3 **Weights and Measures**
Where required, vendors must possess the means to weigh all goods for sale using certified scales as required under the Weights & Measures Act.
- 9.4 **Food Safety**
The construction, fit out, finishes and operation of all food stalls must comply with the NSW Food Act, 2003 including Standards 3.2.2 and 3.2.3 of the Australian and New Zealand Food Standards Code. Guidance may be obtained from "Food Handling Guidelines for Temporary Events" available from the NSW Food Authority.
- 9.5 **Wine Vendors**
Wine vendors must have a copy of their license(s) available on Market Day and must display all required signage as stipulated by the NSW Casino Liquor and Gaming Control Authority. All wine stall participants must hold and have copies of their current RSA certificates available on Market Day.

10.0 Insurance

The Wingham Showground Trust has a public liability and product liability insurance policy in place of \$20 million. All stallholders are required to have product liability insurance. Those without adequate coverage must pay an additional \$5.50 in order to be covered by the Wingham Showground Trust Products Liability Insurance.

Vendors must provide evidence of an appropriate public and/or product liability insurance 'Certificate of Currency' when reserving a site (typically by providing policy details) and/or at the commencement of trading at the Market and provide promptly a copy of any annual renewal thereof. Failure to provide current insurance policy details will preclude participation in the Market.

The stallholders own public liability insurance must protect the stallholder, the Market Management and anyone considered being employees of the management. This insurance must be issued by a company authorised to do business in New South Wales and must have a

limit not less than \$5 million. The stallholders own product liability coverage is to have an endorsement naming the Wingham Showground Trust as an additional insured.

Registered Vendors wishing to use the Wingham Farmers Market logo(s) on their literature, letterhead, business cards or website, may do so free-of-charge by applying in writing and explaining how the Market logo(s) will be used. Written authorisation will be provided for appropriate use.