



MARKET DAY

REGULATIONS FOR STALLHOLDERS

2018

REGULATIONS FOR STALLHOLDERS

Keep on file for your reference.

1. COMPLIANCE WITH VICTORIAN FARMERS' MARKETS ASSOCIATION ACCREDITATION & MEMBERSHIP

Warragul Farmers' Markets (hereafter referred to as WFM) is a not for profit social enterprise. WFM are working to attain accreditation with the Victorian Farmers' Markets Association (hereafter referred to as VFMA) and are therefore bound by the 2016 VFMA Membership and Accreditation Handbook.

Regional markets can have no more than 25% unaccredited stallholders; therefore priority will be given

to stallholders who are VFMA accredited or in the process of applying for VFMA accreditation.

WFM aims to have a minimum of 75% accredited stallholders attending each market.

Warragul Farmers' Markets is a member of the VFMA, and we require that ALL stallholders are at minimum, a current associate member, if not already an accredited member of the VFMA.

Any stallholders that are unable to gain accreditation but have an arrangement with WFM to attend our markets MUST be associate members of the VFMA. For more information about VFMA accreditation and membership for stallholders, see the Accreditation page on the VFMA website.

A membership levy will be collected from each stallholder as part of the stallholder site fee at each market day, and paid out to the VFMA on behalf of the stallholders.

Promotion of non-accredited farmers' markets is discouraged at WFM markets. Stallholders are welcome to promote other VFMA accredited farmers' markets or other events attended.

Advertising material for non-accredited farmers' markets confuses the public and dilutes the strong message about the importance of an industry standard for the farmers' market sector.

2. STALLHOLDERS RULES & RESPONSIBILITIES

2.1 Fees

All Stallholders must pay the agreed stall fee prior to each market starting or during the day. A payment of 12 months (12 markets in advance will receive a 10% discount). Please see section 3 for further information on fees and charges.

2.2 Insurance

All stallholders must provide the Market Manager with a product liability insurance 'certificate of currency' prior to commencing trading at the market. It is the responsibility of the stallholder to ensure a renewal copy is forwarded to the Market Manager annually. If insurance is not current, stallholders will not be allowed to trade.

2.3 Stallholder and Produce Eligibility

All stallholders will be farmers, gardeners, bakers or cooks resident or producing within 100kms of the WFM site who produce or grow what they offer for sale.

Exceptions to the above may be made at the discretion of the Market Manager & the WFM Inc Committee in accordance with the guidelines set out by the Victorian Farmers' Market Association. Any stallholder found to be reselling will be at risk of losing their place at the market.

If stallholders who wish to sell produce on behalf of another Gippsland producer, they can only do so with the permission of the Market Manager. The supplier must produce within the 100km radius of Warragul and provide the Market Manager with a product insurance 'certificate of currency' prior to commencement of trade. The stallholder is responsible for providing the Market Manager with such a certificate.

Priority will be given to producers supplying biodynamic, organic and minimal spray produce.

Any variances to these rules are at the discretion of the Market Manager and the WFM Inc Committee and will be made in the best interests of the WFM Inc.

Each new food producer must be interviewed by the Manager at their business prior to trading to ensure they are meeting their obligations under the laws relating to food production.

To ensure diversity the Market Manager and the Committee will determine stallholder eligibility at their discretion. It is vital that stalls complement not compete directly unless there is a great demand for the product -- ie. fresh produce.

2.4 Bookings/Cancellations

Bookings must be confirmed with the Market Manager no later than 4:30pm Friday prior to Market.

CANCELLATIONS: Site bookings can be cancelled up to 4:30pm of the Friday prior to the Market. Late cancellation or non--appearance without cancellation at the Market will mean payment of the site fee for that Market.

2.5 Stall Assignment

Assignment of stalls will be at the Market Manager's discretion. All stallholders will be directed to a stall location and be expected to arrive in time to get to their place. The site plan will be put together to create an ideal flow for the customers and your stall location may change from time to time as the market grows and develops in the best interests, risk management and legal requirements of the market.

2.6 Sharing

Stalls Sharing of a site space must first be negotiated between the two parties and then approved by the Market Manager prior to trading. If stallholders regularly share a stall

and only one party will be present on any given market day then the remaining stallholder will either share with another or pay full stall fee for that market.

2.7 Access

Access to the site is from 7.00am. Vendors are required to have their site ready, with all exhibits displayed and ready for sale from 8.30am to 1pm. Stalls must be open to view and properly staffed by a competent representative during operating hours. No person under the age of 15 years old is to be in charge of a stall.

Stalls can not be dismantled until 1pm.

Stalls without an allocated car park must remove their vehicle from the site to the carpark by 8am to ensure pedestrian safety.

2.8 Quality Assurance

All vendors are expected to maintain the Market's standards of freshness and high quality.

Vendors are responsible for the decoration and the maintenance of their site in a clean and tidy condition at all times.

The Market Manager reserves the right to refuse the sale of goods not considered of an acceptable standard under the ANZFA food safety regulations

<http://www.health.vic.gov.au/foodsafety/>

2.9 Legal Requirements

Signage: All vendors must have signs that display their name and address in a prominent manner whilst trading at Market. Please also display your VFMA accreditation if applicable.

Labelling: All vendors must comply with appropriate labelling regulations and acquire any necessary licences (eg for wine sales) or permits for selling or producing their products. Copies of these licences must be given to the Market Manager prior to selling at the Market.

Weights & Measures: Vendors must weigh all goods on site on certified scales as required under the Weights & Measures act.

Food Safety: Producers must understand their obligations under the food safety act and have appropriate hand washing facilities as stipulated by the Environmental Health Department of the Baw Baw Shire.

Liquor Licence: Any stallholder selling alcohol is responsible for arranging their own liquor licence with Baw Baw Shire council.

2.10 Code of dress

It is recommended that stallholders selling food items wear aprons or appropriate clothing. Stallholder name badges are encouraged.

2.11 Customer interaction

Stallholders and assistants are required to maintain the highest standards of stall/product presentation, customer service and relations. Stallholders should refrain from sitting, reading and mobile phone use while the market is open to the public. Loud and intrusive selling techniques will not be permitted. Stallholders are not to use any public-address system or other practices, which may cause annoyance to other stallholders and customers.

2.12 Smoking

Please note that there is **NO smoking permitted** at all within the Market Area. While manning the stalls, a 'No Smoking' policy must be strictly adhered to. Smoking will not be permitted within a 10 metre radius of any food vendor. To maintain good hygiene practices, hands should be washed prior to returning to your stall.

2.13 Traffic management

Strict 5km per hour speed limit within the market area during set-up and pack down. No traffic movement within the market area from 15 minutes prior to market opening time and close of trade (with the exception of emergency vehicles or with volunteer escort). Vehicles are to activate hazard lights during all vehicle movements onsite.

3. FEES (2018)

3.1 Fees

Site fee for a standard 3x3m stall is \$50 and for a double stall 6x3m stall is \$75 plus \$5 if you require access to power. A 10% discount will be given to stallholders who pay for 12 markets (12 months) in advance and the price will not be subject to increase for the duration of that 12 month period. This pricing structure is available through our online booking system. Payments made on the day of market will have a surcharge of \$10.

3.2 Online Booking

The online booking web address (URL) is supplied to each stallholder via our email newsletter and SMS reminders.

A small booking fee is levied by the booking service provider. This is an additional cost to the fees stated in 3.1

3.3 Options

- Car parking is available at the Arts Centre at no charge. -- Some sites will allow cars, this will be at discretion of Market Manager and dependent on the needs of the stallholder

- Power can be supplied at an extra cost of \$5 per market (limited sites) -- Any extras can be negotiated with the Market Manager

4. PRODUCE, PRODUCTS & PACKAGING

4.1 Allowable produce

Priority will be given to those producers based within a 100km range from Warragul. Stallholders must understand that if another producer with a similar product of the same or greater quality applies to attend the market and is located considerably closer to the market location, that new stallholder may also be accepted into the market, provided they meet all other requirements.

Accredited stallholders may only sell those products listed in their VFMA accreditation application. We carry out market day assessments at each of our markets throughout the year guided by the VFMA and will follow up with stallholders if any products are not on the list or have not been confirmed by the WFM Committee.

Non-accredited stallholders may only sell items listed on their WFM application form that have been approved by the WFM Committee prior to market day.

All stallholders must advise the WFM Committee in writing if they wish to introduce new products at the market, which are not listed on their original application or renewal form. Stallholders must also apply through the VFMA for any new products to be added to their existing accredited range of products, this is to be completed independently of WFM .

Primary produce

As WFM is a platform for Victorian farmers to sell direct to their customers, it is WFM's priority to ensure that primary produce makes up the majority of goods for sale. This is farm based produce grown or reared by the stallholder selling it. Value added products such as cheese and preserves are also considered primary produce if the main ingredient is produced on the manufacturer's own land, by the manufacturer. No re-sellers/agents are permitted.

Secondary / Artisanal/ Value Added Produce

WFM also allow a certain number of manufacturers who hand make their product to attend the market, provided their product is 1/ a 'staple' (e.g. bread), 2/ particularly unique and unavailable elsewhere, 3/ ingredients are sourced direct from other stallholders or specifically local 4/ supporting a local community group. Products must be made at a registered premise by the stallholder and utilise Victorian or Australian primary ingredients. Products that are bought-in and re-packaged cannot be sold at the market.

Product compliance

All food items on sale must avoid the use of GMO's, monosodium glutamate, hydrogenated fat, trans-fats and aspartame. Any E numbers must be declared. All fertilisers to be used should be bio-degradable and should not bio-accumulate. Meat must be reared without growth hormones and nil antibiotics unless essential for humane animal husbandry.

Organic/Biodynamic produce

All organic/biodynamic producers must display a certificate from one of the recognised governing bodies at each market day. **WFM does not permit the use of the words, 'organic' or 'biodynamic' on stall displays or labelling without certification from a recognised governing body.** The use of terms such as 'chemical free' or 'pesticide free' require proof of claim.

All stallholders must only sell items that qualify as 'allowable products' (defined below);

Allowable produce:

Vegetables	must be grown in Victoria, no fresh produce from genetically modified plant varieties is allowed
Fruit	must be grown in Victoria; no fresh produce from genetically modified plant varieties is allowed
Meat	animals must be free range, reared and processed in Victoria
Dairy	must be produced from Victorian milk and processed by a wholly-owned Australian company
Seafood	must be caught or farmed in Victoria or in its coastal waters
Poultry	animals must be free range, reared and processed in Victoria
Eggs	must be certified free range and produced in Victoria
Preserves	must be predominantly made from primary produce grown in Victoria - exceptions may apply
Honey	must be a business based in Victoria and primarily produced in Victoria
Herbs	must be grown in Victoria, no fresh produce from genetically modified plant varieties is allowed
Cut flowers	must be grown in Victoria
Nursery	stock must be grown in Victoria
Food plants	must be grown in Victoria, no fresh produce from genetically modified plant varieties is allowed

Juices	must be made in Victoria from Victorian grown fruit and vegetables
Coffee	fair trade, direct trade, local or organic preferred, must be roasted in Victoria
Tea	fair trade, direct trade, local or certified organic preferred, herbal components should be sourced from other stallholders or Victorian farmers where possible
Savoury & Sweet baked goods	must be made in Victoria using predominantly Victorian produce & additions such as cheese, olives, dried/preserved fruits etc must be Victorian grown and preferably sourced direct from the grower.
Bread	must be made from grain grown and milled in Victoria where possible & additions such as olives, dried fruits etc must be Victorian grown and preferably sourced direct from the grower.
Organic compost	must be produced in Victoria
Worm farms & worms	made and/or grown in Victoria
Seeds	must be vegetable, herb & flowers seeds for the home gardener, open pollinated. Seeds without chemical treatment preferred. No GM varieties.
Wine & other beverages	must be produced in Victoria predominantly from fruit and grain grown in Victoria
Nuts, grains & pulses	must be grown in Victorian
Vegetable, nuts & seed oils	must be grown in Victoria

4.2 Product pricing

WFM aims to educate consumers about the true value of the cost of food production. Stallholders will offer all produce at fair, market driven prices that reflect the quality and/or specialty nature of the goods sold and which achieve profitable outcomes, Overcharging and/or advantageous pricing is discouraged.

4.3 Packaging

Wherever possible, packaging should be biodegradable or recyclable.

We have a **No Plastic Bag policy (see item 6)**, and actively encourage our patrons to bring reusable bags or use our “Boomerang Bags”

5. EQUIPMENT

5.1 Gas

Gas appliances used on site must be approved by WFM prior to stallholder market day start.

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.
- Provide an appropriate working fire extinguisher for any stall where gas burners are used and to ensure they know how the extinguisher is operated.
- Ensure their gas appliance is compliant with gas safety standards.
- Ensure that any gas appliance used for cooking is clean and satisfies food safety regulations. All fat and oil must be disposed of safely and must not leak or drip near naked flames.
- Ensure the area around the cooking appliance is left as they found it, no dripping of fat etc. onto asphalt.

5.2 Electricity

Powered stall sites are limited and can only be provided to meet health regulations.

A maximum of 10 amps is available per powered site unless otherwise negotiated with WFM prior to commencement of the market.

All electrical equipment must be tagged & tested before use at the farmers’ market. If equipment is not tagged and tested, stallholders will not be permitted to use it, and may be charged if a technician has to attend on market day. Equipment must be tagged & tested every 12 months.

Stallholders must supply their own extension cables to run from the power outlet to their stall. A minimum of 30 metres is recommended.

Stallholders must ensure that all plugs of extension cables are elevated where possible and not on the ground.

Stallholders must bring waterproof covers to be used when joining leads.

Market management will make all precautions necessary to ensure the safety of the electrical area. Please avoid walking through the electrical area and please deter market shoppers from entering the powered area.

No power supply will be available for cash registers or weighing machines. We therefore ask that stallholders make alternative arrangements.

5.3 Measuring instruments

Stallholders using measuring instruments must ensure they comply with the Trade Measurement Regulations 2009. For more information, read the Guide for Market Stallholders and Roadside Traders and visit www.measurement.gov.au.

Measuring instruments such as scales must be approved with an NMI (National Measurement Institute) or NSC (National Standards Commission) number and verified by a servicing licensee or inspector before they can be used at the market.

5.4 Water & hand-washing facilities

There will be hand-washing facilities at the market site's amenities block. Some stallholders will need to supply their own dedicated hand-washing facility, depending on their food handling activities (refer to 7.1 Food Safety). It is the responsibility of the stallholder to know what is required of them.

ALL stallholders must have hand sanitiser easily accessible.

5.5 First aid

Stallholders should provide their own clearly labelled first aid kit with a supply of blue waterproof dressings.

5.6 Marquee weights or pegs

Stallholders must bring minimum 4 marquee weights or sufficient pegs to every market. The marquee weights or pegs must be put in place as soon as the marquee is erected and for the entirety of the market trading hours.

WFM is not liable for any damage incurred by a stallholder's marquee, equipment or vehicle to other property/persons or product on market sites.

WFM reserves the right to action safety procedures if a stallholder's set up is deemed unsafe, this may include pack down of a stallholder's site during market trading hours. If a stallholder is required to leave/pack down due to insufficient marquee weights or safe site set up, a stall fee refund will not be issued.

Pegs are allowed in place of weights when the market is located on the grassed area.

6. ENVIRONMENTAL CONSIDERATIONS.

WFM considers itself an example of responsible practice and minimal waste. Packaging must be code 1, 2 or 3 plastic, if at all possible. Alternatives in tasting cups, coffee cups, juice glasses etc. such as reusable glass or ceramics, PET and corn-starch are actively encouraged.

6.1 Strict NO PLASTIC policy

WFM markets are plastic bag free. Stallholders will not be permitted to supply new plastic (or bio-degradable) bags to the public. In the case of plastic being required for health standards or product longevity, please discuss with the Market Manager prior to attending the market.

6.2 Refuse responsibilities

At the end of the market, stallholders are responsible for ensuring that all rubbish is bagged up and taken away with them. Rubbish bins provided by Council or market management are STRICTLY for public use only.

Stallholders are responsible for leaving their stall site and surrounding area clean and tidy. Waste water from a stall must not be disposed of in Council or site drains. Ice is not to be disposed of on garden beds.

7. STALLHOLDER TENURE

7.1 Code of Conduct

Warragul Farmers Markets welcomes stallholders' input and is open to fair and direct feedback, however we will not tolerate confrontational or aggressive behaviour towards any staff, volunteers or shoppers.

Inappropriate behaviour will result in warnings and potential removal from the market.

Similarly, those stallholders who ignore the rules of accreditation, labelling or agreements made regarding goods for sale will jeopardize their position at our farmers' markets.

If you have concerns on a market day about operations, your site or another stallholder, please tell the market manager in a reasonable manner. If this situation cannot be resolved during the market, and you wish to pursue it further, your complaint must be formalised with written submission to the WFM committee within seven days.

If a stallholder is found to be in breach of our regulations or code of conduct, WFM will review their participation at the farmers' market and suspend further attendance if deemed appropriate.

7.2 Market trial period

To establish stallholder suitability, the first three months of market operations will be considered the market trial period. The three-market trial period is for three reasons:

1. For the stallholder to test out the market over an extended period of time, as it's hard to gain a real feel for how the market will work after just one market: shoppers may take a few markets to adjust their buying habits to include new stallholder. Three markets is, in WFM's experience, enough time for both stallholder and shopper to get to know one another better and by the third market for a stallholder to have a feeling for potential sales, returning customers, feedback etc.
2. To test out how the new stall offering fits into the market mix more generally. WFM work hard to ensure that new stallholders complement the market mix rather than have a

negative impact on existing stallholders' trade, and we can get a feel for this after three markets.

3. It allows WFM and new stallholders a 'get to know you' period to ensure it will be the start of a positive partnership.

During this trial period, if a stallholder's product are found to conflict with the existing market mix or their conduct found to be unsatisfactory, WFM reserves the right to dismiss the stallholder at any point without prior notice.

If for any reason the market is not suitable to you, you can discontinue at the end of the three-market trial and/or go back onto our waiting list for any other market opportunities that may pop up in the future.

Once the 3-month trial period has concluded, stallholders will be accepted and their market attendance will be reviewed on an annual basis, or as necessary.

Stallholder acceptance of attendance at our market is on our consideration of existing stallholders and seasonality. WFM endeavour to make every effort to get the market balance right, but if this is imbalanced by adding new stallholders, we will address this using the aforementioned selection priorities, and not necessarily on a last on - first off basis.

7.3 All other times

After the initial market trial period, WFM reserve the right to dismiss any stallholder with a minimum of one month's notice. However, if it is found that a stallholder has acted in a way that is detrimental to the reputation or the interests of the market, or not in accordance with the WFM Market Day Regulations for Stallholder Regulations or the rules of the partnering organisation, WFM has the right to dismiss that stallholder without prior notice.

WFM makes every effort to get the market balance of product mix and seasonality right, but if this is imbalanced by adding new stallholders, we will address this using the aforementioned selection priorities, and not necessarily on a last on - first off basis. By accepting to attend our markets, you are acknowledging this management consideration.

7.4 Renewal

All stallholders may be asked to renew their application every 12 months. Failure to do so risks tenure at the market and will require the stallholder to reapply.

8. INCIDENT REPORTING.

All first aid and Occupational, Health and Safety matters need to be reported immediately to the Market Manager. If you identify a potential hazard or 'near miss', please notify the Market Manager immediately and steps will be taken to prevent injury or damage to property. OH&S is the responsibility of all stallholders, market staff and volunteers.

9. COMPLAINTS

In order to maintain quality standards, any complaints will be reported to the Market Manager and to the vendor to whom the complaint is directed. If the issues of practice

cannot be resolved by the Market Manager and the relevant parties on site, then the following action must be taken: When any vendors believe that the selling practices of another vendor are detrimental to the Market, the complaint must be addressed firstly to the Committee in writing. If the issues of practice cannot be resolved satisfactorily by the Committee and the relevant parties then two or more vendors, may call for a special meeting. A majority of those present at that special meeting may require that the detrimental practices be changed to conform to required standards. Failure to do so may be cause for cancellation of the right to hold a stall, if so voted by a majority of all the Warragul Farmers' Market Inc. Committee.

10. DISCLAIMER OF LIABILITY

Stallholders will indemnify the Market Managers (Committee Members) and WFM Inc (the organiser) from any damage, expenses or liability arising from any injury or damages to any person, including the general public, the vendor or others, occurring either in the space occupied by the participant or elsewhere arising out of its occupancy or anything connected with occupancy.

The organiser will not be liable for any loss or damage to the property of the participants due to fire, robbery, accidents or any cause whatsoever that may arise from use and occupancy of the site.

The organiser assumes no liability for any damages or losses resulting from or relating to the failure of the participant to comply with the provisions of this agreement.

The organiser will not be responsible if a current insurance "Certificate of Currency" is not forwarded promptly to the WFM Inc office.