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# Market Charter

2020

## 1.0 General – Summary of Rules

- 1.1. The Gloucester Farmers Market – (GFM) seeks to encourage local and regional growers and producers of fresh, organic, biodynamic or minimal spray produce.
- 1.2. Vendors must have copies of appropriate insurance certificates, licences, tags and permits available each Market day in the event of an inspection.
- 1.3. All food vendors are expected to have registered their business with [www.foodnotify.nsw.gov.au](http://www.foodnotify.nsw.gov.au)
- 1.4. All food vendors are expected to comply with Food Standards Australia rules and regulations [www.foodstandards.gov.au](http://www.foodstandards.gov.au)
- 1.5. Each Vendor is responsible for the safety of his or her own equipment, own products and is expected to maintain adequate product and public liability insurance.
- 1.6. Each Vendor must provide the Market Coordinator with a current copy of insurance each year it renews.
- 1.7. Vendors are expected to stay until the market closes for the day at 12noon.
- 1.8. Vendors must leave their sites 'broom clean' at the end of each market day.
- 1.9. Any vendor can be expelled from the Market for failure to comply with the Market Rules

## 2.0 Introduction

The purpose of the market is to provide;

- A sales outlet for growers and producers in the region.
- An opportunity for consumers to purchase quality, farm-grown and fresh produce.
- A community gathering place - to promote economic growth by assisting new business creation and growth while creating retail traffic in the Gloucester town centre.

The Gloucester Farmers Market launched in February 2010 as an initiative of Gloucester Shire Council as part of its Economic Development program. September 2019 management of Gloucester Farmers Market was handed over to Gloucester Business Chamber, ensuring the long term success of the iconic monthly market in Gloucester.

## 3.0 Time, Place and Weather

The Market is held on the 2<sup>nd</sup> Saturday of each month. Set-up for Vendors is between 7am and 8.30am. The Gloucester Farmers Market is a "Rain-Hail-Shine" market, meaning that the market will go ahead irrespective of the weather. The Market begins at 8.00am and ends at 12noon on market

days and is located at the southern end of Billabong Park, Gloucester at the corner of Denison Street and Billabong Lane.

Only in an extreme weather event will the Gloucester Farmers Market be cancelled. If the market is to be cancelled a notice will go out on the Gloucester Farmers Market Facebook page as early as possible on the Saturday of the Market.

## 4.0 Who can sell?

Only registered vendors, approved in accordance with the Market Charter may sell at the Market.

Vendors are required to fill out the application and risk assessment; available on the [www.gloucesterfarmersmarket.com.au](http://www.gloucesterfarmersmarket.com.au) . New applications must be received by the Market coordinator 10 days prior to Market day, email applications to [gloucesterfarmersmarket@hotmail.com](mailto:gloucesterfarmersmarket@hotmail.com) along with your current insurance; certificate of currency.

If the items a vendor wishes to sell differ from the original application a separate application form will need to be completed.

Vendors are required to complete and provide a stall risk assessment in accordance with OHS&W.

The Market 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 Charter. Fees will not be refunded in this case.

Stallholders will be limited to persons actually selling or marketing a local product.

## 5.0 What can be sold?

### 5.1 General

All items sold must be produced, grown or wild-gathered by 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 growers so as to be able to provide a complete offering or where insufficient quantities of their own produce are available for sale.

### 5.2 Agricultural produce

Agricultural produce includes fruits, vegetables, grains, flowers, herbs, seedlings, bedding and potted plants. Bedding and potted plants must be grown from seed, cuttings, bulbs or bare root and be established in their current container by the Vendor. The purchase of plants for resale is not allowed.

### 5.3 Value-added products

Value-added products are goods that *include* agricultural products grown, raised or wild-gathered but not sourced commercially. These ingredients will be further processed by the vendor in some manner. It is recognised that some ingredients, such as sugar, spices & condiments, may need to be purchased commercially due to non-availability.

#### 5.4 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 must 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. No *live* animals other than rabbits, geese, chickens, ducks and other fowl intended for either human consumption or agricultural production (eg. eggs) are to be sold or displayed for sale at the Market.

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 appropriate packaging and labelling regulations.

#### 5.5 Crafts & homemade items

Crafts are not allowed at a *true* farmers' market. However, yarn, dried flowers, beeswax products, soaps and other intermediate products are permissible if incorporating ingredients raised, produced or gathered regionally by the Vendor.

#### 5.6 Artisans

Gloucester Farmers Market is first and foremost a produce market. In 2015 the Market branched out to include select Artisans whose craftsmanship and ethics complemented the Gloucester Farmers Market ethos. Each Artisan will be considered on a case by case basis.

#### 5.7 Drinks

Only drinks such as fresh fruit juices incorporating agricultural products grown or wild-gathered may be sold at the Market.

The inclusion of a fundraising lemonade stand at the fundraising BBQ provides an opportunity to sell cold drinks. Three glass drink canisters are available to use from the Market coordinator FREE along with bio-degradable cups. Cold drinks sold can be as simple as ice-water, water infused with mint and lemon, fresh lemonade or iced tea.

#### 5.8 Takeaway drinks & plastic packaging

Single use plastic drink bottles, popper packs and aluminium cans are no longer permitted for sale at the Gloucester Farmers Market. This is a small step to help reduce waste broadly with a focus on reducing plastic waste. The Gloucester Farmers Market continues to work towards being plastic free and appreciates every effort you make to reach our goal of being free of plastic.

## 5.9 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.

## 5.10 BBQ Requirements

Tailored BBQ requirements support the continually improving quality standards of this event. Participating groups and organisations applying to host a fundraising BBQ are required to comply with these requirements. Any questions or concerns regarding these requirements are to be discussed with the Market Coordinator prior to the application being approved or confirmed event being attended.

## 5.0 General – Summary of Rules

- a) Vendors must complete all compulsory aspects of the application process including full application forms, risk assessment, Council notification and insurance details. If all elements are not provided or completed, the Market Coordinators have the right to decline the application and the vendor will be unable to attend
- b) Vendors must have copies of appropriate/essential insurance certificates, licenses, tags and permits available each Market day in the event of an inspection
- c) All vendors will receive a site map the day before the event. Special placement requests will be considered but not guaranteed. Market Coordinators reserve the right to decline any special requests
- d) Any food vendors are expected to have registered their business with [www.foodnotify.nsw.gov.au](http://www.foodnotify.nsw.gov.au)
- e) Any food vendors are expected to comply with Food Standards Australia rules and regulations [www.foodstandards.gov.au](http://www.foodstandards.gov.au)
- f) Each Vendor is responsible for the safety of his or her own equipment, own products and is expected to maintain adequate product and public liability insurance.
- g) Each Vendor with electrical equipment must have it tested and tagged in accordance with regulations
- h) Each Vendor must provide the Market Coordinator with a current copy of insurance each year it renews
- i) All stallholders will commence on a trial basis to ensure both the vendor and the Coordinators are happy to progress to inclusion at future Market days
- j) Vendors are expected to stay until the market closes for the day at 12noon
- k) Vendors must leave their sites 'broom clean' at the end of each market day
- l) Any vendor can be expelled from the Market for failure to comply with the Market Rules
- m) All vendors and stall representatives are expected to treat everyone with respect. Any questions, concerns or feedback on the previous event are to be directed to the Market Coordinator and not used publically, online or on location to harm the brand and reputation of the newly run event
- n) Any final decisions made by the Market Coordinator/s will be respected and adhered to be all stallholders. Bullying, intimidation and harassment will not be tolerated in any form leading up to or during this event.

## 6.0 Vendor Guidelines

### 6.1 Inspection

The Market 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.

### 6.2 Pricing

Each vendor is required to set and display their own selling prices. Prices should be set in keeping with customer satisfaction, profitability and consideration of other Market vendors and town retailers.

### 6.3 Complaints

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 Coordinator who will advise those involved of what action is to be taken.

### 6.4 Inappropriate behaviour

Inappropriate language, behaviour, music or lighting, profanity, noise or other harassment or abuse by a vendor, participant and/or anyone assisting your stall toward another vendor, participant, employee, or customer of the Market is grounds for immediate and permanent expulsion from the Market. This also extends to online behaviour and interactions. Negative, personal or derogatory comments made online will be reported, deleted and will result in permanent expulsion for those involved. The Gloucester Farmers Market will not tolerate any form of physical, mental, emotional or verbal bullying. Anyone accused or found to displaying these behaviours will be asked to leave the event immediately.

### 6.5 Vehicle movement during market

No customer or vendor vehicles will be allowed to move in or out of the Market site during Market hours. Access ramps providing access will be removed during Market hours. 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 (12noon) for completion of sales, bump-out and site clean-up.

### 6.6 General cleanliness

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. Nothing, including 'oil' or 'grease' is to be spilt or dumped within the Market site area or in the surrounding area or gardens; but must be disposed of in an appropriate manner using the waste bins provided as appropriate (waste/recycling).

## 6.7 Gazebos

Gazebos, canopies, tents, umbrellas and the like shall always be safely secured from unexpected weather events.

## 6.8 Packaging

Plastic bags are no longer acceptable at Gloucester Farmers Market. The preference is for customers to bring their own bags. Non-biodegradable, supermarket-type carrier bags are to be avoided.

## 6.9 Sub-Letting

Vendors are not permitted to re-sell, sublease or allow anyone else to use their space if not attending the Market on market day. If a site is *not* to be used by the Vendor, the Market Management can re-assign the available space to another stallholder. The site fee is non-refundable and the Vendor forfeits this fee and the right to the site if not attending on Market day, unless prior notice is provided 3 business days before the Market commences.

## 7.0 Market safety

Before participating in their first Market, Vendors must read and be familiar with the Market Work Health and Safety Procedures. Vendors are also required to complete a Stallholder Risk Assessment. These documents will be issued with your application form and the Market Charter. A printable copy of the Market OHS & Workcover procedures is available on the new website.

## 8.0 Market Fees

Market fees will be collected by the Market Coordinator on the day of the market, from 10am. Stallholders will be issued a receipt at the time of payment. Alternatively market fees can be paid in advance - discounts apply to vendors who pay 12 months in advance (pay for 11 month and get the 12<sup>th</sup> month free). Discuss this option with the Market Coordinator.

### Site fees - Stallholders

3m x 3m site	<b>\$30</b> per market
3m x 3m powered site (if available)	<b>\$35</b> per market

### Site Fees – Not-for-profits

Not-for-profit organisations, charities or clubs are not required to pay for a site.

## Cancellation or change of market arrangements

The Gloucester Farmers Market will be held "Rain, Hail or Shine". In the event that there is a need to cancel or change the Market arrangements from proceeding as normal, stallholders will be advised by 12noon on the preceding Friday. In the event of a severe

weather event contact the market coordinator (see contact details at the top of the front page of this document) the morning of the market. The Market reserves the right to change the size, shape and position of any site(s) as may be necessary.

## Legal Requirements

### 10.1 Notification to Council for Temporary Food Stall

All food stall operators must complete a “Notification to Council for temporary food stall” (Food Act 2003, Local Government Act 1993) to be issued with a current Approval Letter. If you do not have a current Approval Letter, you are unable to set-up and trade as a temporary food business in the MidCoast Council area.

The information that also needs to be supplied to MidCoast Council includes:-

- ✓ Food Safety Supervisor Certificate (FSS) if required for food processes
- ✓ Insurance details **Public & Products Liability Insurance** with a limit of indemnity of not less than \$20 million for any one occurrence. Where a food vending vehicle is proposed to be used, **Motor Vehicle Insurance** with a limit of indemnity of not less than \$20 million. MidCoast Council **must** be named as an interested party.
- ✓ Most recent temporary food stall inspection report

### 10.2 Electrical testing & tagging requirements

Workcover stipulates that all electrical equipment used at the market by the vendors is required to be tested and tagged every 12 months at the expense of the vendor.

#### Work, Health & Safety – OHS Workcover

Each vendor is required to complete a risk assessment of their stall. A risk assessment is an evaluation of potential risks and the measures you have put in place to reduce or eliminate potential harm to staff or customers. For more information about general risk management go to. [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au)

Any shelters, equipment, fittings or materials deemed not to comply with OHS&W regulations, or are considered to be unsafe for any reason, shall be removed from the site at the expense of the Vendor.

### 10.3 Packaging & 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. For more information go to [www.foodstandards.gov.au/code/Pages/default.aspx](http://www.foodstandards.gov.au/code/Pages/default.aspx)

### 10.4 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.

## 10.5 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.

## 10.6 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.

## Insurance & GST

Gloucester Farmers Market is not responsible for public and product liability insurance or for the collection and payment of sales tax (GST) for individual vendors.

Vendors must have 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.

## Market Website & Facebook

The Gloucester Farmers Market website has been revamped and upgraded providing guests and stallholders with a range of up-to-date information on what’s happening at Gloucester Farmers Market. To connect more directly with our client base and vendors we have a vibrant and active Facebook page with over 1800 followers. This is a great tool to promote and share what’s happening at the market.

To assist with promoting the Gloucester Farmers Market and in turn your business, the GFM will share regular posts on the GFM Facebook page, liking and sharing these posts onto your business and personal pages is one of the most effective and low cost methods of promoting the GFM and attracting people to the market.

## Bio & Images

Providing a short 50 word biography of you, your business and products as well as 3 x high resolution images of your products, stall and of you (making your products, or at your stall) will be used on the Gloucester Farmers Market website and Facebook page to promote your business.

## Use of Logos & Market photos

If you wish to use the Market Logo please applying in writing and explaining how the Market logo(s) will be used. Written authorisation will be provided for appropriate use.



## Social Media

Like and share Gloucester Farmers Market and other stallholder posts through your social media channels, this expands your reach and creates a network.

Market photos shared on social media should be tagged with @Gloucester Farmers Market and hashtagged with #farmersmarket #market #barringtoncoast #gloucester