



WILLUNGA FARMERS MARKET INC. RULES

Keep on file for your reference.

1. LOCATION & TIME

The Willunga Farmers Market Inc (WFM Inc) is held in the car park of the Alma Hotel, 10 High St Willunga every Saturday from 8am-12.30pm.

2. MEMBERSHIP

The WFM Inc has a community & producer membership. The following rules apply:

- Membership of the WFM Inc is open to anyone and is valid for one calendar year.
- A membership card will be issued to each member on receipt of their annual fee (see 4. Fees).
- The membership number and expiry date is shown on the card.
- Membership cards must be produced to receive the 10% discount available to members.

3. STALLHOLDERS RULES & RESPONSIBILITIES

3.1 Membership

- Stallholders must be current financial members of the WFM Inc.
- All stallholders are entitled to ask a member to produce their membership card to receive the 10% discount.

3.2 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.

3.3 Stallholder and Produce Eligibility

- All stallholders will be farmers, gardeners, bakers or cooks resident in the Fleurieu Peninsula or Kangaroo Island who produce what they offer for sale.
- Exceptions to the above may be made if the vendor is offering produce that is not available on the Fleurieu Peninsula, with the understanding that if at a future date the produce becomes available locally that the new vendor will be allowed to trade in preference to the original vendor. This is at the discretion of the Market Manager & the WFM Inc Committee.
- If stallholders who wish to sell produce on behalf of another Fleurieu Peninsula producer, can only do so with the permission of the Market Manager. The supplier must produce within the Fleurieu Peninsula, be a member of the market 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.
- Stallholders may only represent a maximum of two producers not present. In addition each supplier will pay the WFM Inc either \$10.00 per market or \$150 per calendar year.

3.3 Stallholder and Produce Eligibility continued...

- Priority will be given to producers supplying biodynamic, organic and minimal spray produce.
- Due to the tender for the Breakfast Stall and in the interests of the ideals of 'Farmers Markets', hot food may not be sold at the WFM Inc.
- 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 no more than 20% of stalls will be allocated to any one item.

3.4 Bookings/Cancellations

- **Bookings must be confirmed with the Market Manager no later than 10am Friday prior to Market.**
- **CANCELLATIONS: Site bookings can be cancelled up to 10.00am 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.**

3.5 Stall Assignment

- Assignment of stalls will be on a first come first served basis however priority will be given to regular weekly stallholders. If you have a permanent site and leave for more than 4 consecutive weeks your space will be forfeited. The Market Manager will try to give you your original space, however if a new regular stall holder has filled that gap, they will not be asked to move. Stall distribution is at the discretion of the Market Manager in line with the best interests of the WFM Inc. A plan of the set-up will be kept by the Market Manager and will be on display at the WFM Inc information stall on market days.
- The WFM Inc reserves the right at any time to alter the size, shape and position of floor plans as may be necessary for the best interests, risk management and legal requirements of the market.

3.6 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.

3.7 Access

- Access to the site is from 7.15am. **Vendors are required to have their site ready, with all exhibits displayed and ready for sale from 8.00am to 12.30pm.** 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 12.30pm and not before.**
- **Stalls allocated in the central area will remove their vehicle to the car park no later than 8am.**

3.8 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 new ANZFA food safety regulations.

3.9 Legal Requirements

Signage

- **All vendors must have signs that display their name and address in a prominent manner whilst trading at Market.**

Labelling

- All vendors must comply with appropriate labelling regulations and acquire any necessary licenses (eg for wine sales) or permits for selling or producing their products. Copies of these licenses 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 City of Onkaparinga.

4. FEES (2003/04 financial year)

4.1 Membership

Annual membership \$30 inclusive of GST

This fee entitles members to:

- Receive 10% discount on goods for sale at the Market (excluding the Breakfast and Information Stalls).
- Receive a WFM Inc Bag
- Apply for a stall at the Market
- Receive seasonal newsletters
- Voting rights at WFM Inc meetings and eligibility for nomination for a position on the Market Committee.

4.2 Stall/Site

Full Site fees are \$25.00 per week or \$100 per calendar month (no refunds).

Half Site fees are \$20.00 per week or \$80 per calendar month (no refunds).

This entitles you to:

- **1 x stall site 3meters x 3 meters**, protruding tent ropes will not be permitted.
- 1 x general public liability insurance.
- 1 x parking site for one vehicle
- 1 x publicity/promotion
- 1 x 10% discount card to purchases at other WFM Inc stalls.

Plus if required:

- 1 x cool room facilities use at \$5.00 per market
- 1 x power facilities use at \$5.00 per market
- 1 x hire of trestle at \$5.00 per trestle, per market
- 1x storage at \$5.00 per stall site

5. PRODUCTS & PACKAGING

- Produce must be grown or produced on the Fleurieu Peninsula (as outlined in accompanying map). Value added products must be based on locally grown content and have ingredients clearly labelled.
- Wherever possible, packaging should be biodegradable.
- Plastic carry away shopping bags are not permitted for use from June 1st 2004.

6. DISCLAIMER OF LIABILITY

- Stallholders will indemnify 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 any thing 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.

7. ELECTRICAL TESTING AND TAGGING REQUIREMENTS.

- All equipment, fittings or materials used may be subject to inspection by the technical staff of the City of Onkaparinga. The outward sign of compliance with the Act will be that the equipment bears an electrical test tag to AS3760. If any such equipment, fittings or materials are deemed not to comply with OHS&W regulations, nor to be safe for any reason, they shall be removed from the site at the expense of the participant.

8. 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 of the membership. A majority of those present at that special meeting may require that the detrimental practices be changed to conform to membership standards. Failure to do so may be cause for immediate cancellation of membership and hence right to hold a stall, if so voted by a majority of all Market members.