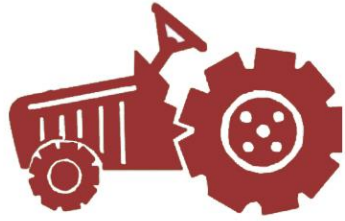


MANJIMUP



FARMERS

MARKET

IN THE SOUTHERN FORESTS REGION

RULES & GUIDELINES

March 2015

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1. MISSION

The purpose of the Manjimup Farmers' Market Inc. is to help producers and processors to sell their fresh produce direct to the public, near their source of origin, creating benefits to both the growers and the local community.

Stall holders must have grown, bred, caught, pickled, brewed, smoked or baked the goods themselves or made or created their art or craft. The selection of produce available at the Farmers' Market will vary with the season.

1.1 OBJECTIVES

The Manjimup Farmers' Market Inc. will:

1. Provide a focus for, and act as facilitator in the promotion of producers of the Southern Forest region resulting in growth, development and promotion of regional produce.
2. Provide growers with the opportunity to network and develop their skills, and, through direct contact with their customers, gain greater knowledge of customer requirements.
3. Regularly provide a variety of local and quality fresh produce of an affordable nature to the residents of and visitors to, the Southern Forest region.
4. Provide an atmosphere that builds on our sense of community.
5. Provide an opportunity for the consumer to purchase directly from the producer.
6. Provide a place where people can shop in a friendly relaxed atmosphere

2. LOCATION AND TIME

- a) The Manjimup Farmers Market is held in the Marquee in Manjin Park, Mottram Street, Manjimup, on the first and third Saturday of each month and additional long weekends from 8.30 am to 12.30 pm, as specified by the committee of the Manjimup Farmers Market.
- b) No stallholder is to pack up prior to 12 noon. After this time the market manager will determine if the market is to close earlier and at what time.

3. STALLHOLDER RULES AND RESPONSIBILITIES

3.1 INSURANCE

- a) Stallholders must take out a combined public / product liability insurance that states it is for trading.
- b) Fruit and vegetable stallholders do not have to have a product liability insurance, though it is advisable. However the stall holder will trade at their own risk as they will not be covered by the market policy.
- c) All high risk produce such as fish, meat, dairy and eggs plus all value added produce must have a current product liability insurance.



- d) Stallholders must sign their application declaring that their public / product liability insurance is current prior to commencing trading at the market.
- e) It is the responsibility of the stallholder to ensure the upkeep and renewal of their insurance.
- f) If insurance is not current, stallholders will not be allowed to trade.
- g) Products deemed to be low risk eg plants, crafts, will be exempt from needing insurance.
- h) First time vendors can use a market gazebo free of cost. From then on a \$10 per market hire fee.

3.2 STALLHOLDER AND PRODUCE ELIGIBILITY

- a) Prospective stallholders must submit an expression of interest to the Market Manager either by phone or email. Applicants should ensure they meet all eligibility requirements. Reasons for refusal of an application will relate to the eligibility requirements. Details are on the MFM web site.
- b) STALL ALLOCATION PREFERENCE – PRIMARY PRODUCE GROWN:
 - i) within the Shire of Manjimup
 - ii) within the catchment area of Nannup, Bridgetown and Boyup Brook.
 - iii) Exceptions for primary produce may only be approved by the committee due to inapplicability of criteria to a particular product. (eg. Fresh fish from Western Australian waters)
- c) STALL ALLOCATION PREFERENCE – VALUE ADDED PRODUCE MADE:
 - i) by farmers within the Shire of Manjimup from their own produce
 - ii) by farmers within the MFM catchment area from their own produce.
 - iii) by residents of the Shire of Manjimup from produce grown entirely / mainly within the Shire of Manjimup and catchment areas.
 - iv) All value added producers must have a Food Handling Registration from the local shire.
- d) All stallholders will be the farmer, grower or producer, employee of the goods sold.
- e) All primary produce must be grown in the Shire of Manjimup or catchment area.
- f)

- g) In order to encourage a wider range of produce available, stallholders can sell produce from the Shire of Manjimup and the Shires of Nannup, Bridgetown and Boyup Brook, on behalf of other local growers. Stall holders must acknowledge these growers.
- h) The market stall can sell produce / value added products on behalf of growers/producers, charging either a commission of 5% of sales or 50% of stall fee.
- i) One sausage sizzle or similar run by a charitable organization and one coffee van will be allowed to operate at the markets to cater for the customers' morning needs.
- j) Each new stallholder must be interviewed by the Market Manager prior to trading to ensure they meet their obligations under the laws relating to food production and the rules of the MFM.
- k) Any attempt to deceive the Market Manager or members of the MFM committee over the origin of produce will result in immediate exclusion from the markets.
- l) The number of craft stalls with products made locally will be determined by the Market Manager (usually 3-4 maximum) due to this being a Farmers Market with emphasis on food and not an ordinary market.
- m) Community groups are encouraged to attend to fund raise or share information. A community group is a not for profit organisation..... They will need public liability insurance and Food Handling Registration if needed. They will not be charged.
- n) Car boot sales will be held at the discretion of the Market Manager.

3.3 BOOKINGS/CANCELLATIONS

- a) All bookings must be confirmed with the Market Manager no later than 10.00am Thursday prior to the market.
- b) Cancellations: Site bookings can be cancelled up to 10.00 am of the Thursday prior to the market. Fee for late cancellation will be \$20.

3.4 STALL ASSIGNMENT

- a) Assignment of stalls will be given to regular stallholders. Floor plan will be sent on the Thursday of the market by the Market Manager.
- b) If you have a permanent site and leave for more than 4 consecutive markets, your space may be forfeited. The Market Manager will try to give you your original space. However if a new regular stallholder has filled that gap, they will not be asked to move. An alternate site will be offered.
- c) Produce and value added produce will be given preference in the marquee.
- d) Stallholders using power must ensure they have mats to cover their cords.

- e) Stall distribution is at the discretion of the Market Manager in line with the best interests of the MFM. The Market Manager must be allowed to operate the markets without interference, argument or abuse. Any such incidents will be viewed seriously by the
- f) MFM committee and serious or repeated incidents will result in exclusion from the markets. It is the interests of all stallholders for the markets to run smoothly and all stallholders are expected to assist the Market Manager to achieve this.
- g) The MFM reserves the right at any time to alter the size, shape and position of floor plans as maybe necessary for the best interests, risk management and legal requirements of the market.

3.5 ACCESS

- a) Stallholders are required to have their site set-up and ready prior to opening hours of the market
- b) Vehicles must exit the loading zone as soon as vehicle is unpacked.
- c) All stallholder vehicles to be parked in car park to south of marquee.

3.6 QUALITY CONTROL

- a) All stallholders must have signs / business cards , clearly visible to the consumer that displays their name and address,
- b) The Market Manager has the right to refuse the sale of goods considered by the Market Manager, not to be of an acceptable standard.
- c) Customer complaints regarding quality – refer to 8.
- d) The only eggs to be sold at the market must comply with egg labelling guidelines and regulations

3.7 AT END OF EACH MARKET

- a) At end of each market stallholders are asked to assist with the packing up of chairs, tables, bibs, witches hats, signs and walls

4. MEMBERSHIP:

- a) A stallholder will be invited to become a member of the Manjimup Farmers Market when they have attended 50% of the markets in a 12 month period.
- b) Membership will entitle a stallholder full voting rights on decisions governing the functioning of the markets.
- c) Volunteers, who are not stallholders, can also be invited to be members of the Markets and of the committee.

- d) If a member has not had a stall 50% of the time in the past 12 months, or has not been involved in the markets 50% of the time in the past 12 months, then membership lapses.

5. LEGAL REQUIREMENTS

5.1 SIGNAGE

- a) All stallholders must have signs/business cards clearly visible to the consumer that display their name and address,
- a) All stallholders who make claims regarding Organic or Biodynamic produce must display the appropriate current certification on their stall to verify their claims.
- b) The claim “spray free” does not make the product organic or biodynamic.

5.2 LABELLING

- a) All stallholders must comply with appropriate labelling regulations in accordance with the Food Act 2008 and the Australian New Zealand Food Standards Code. Further information on food labelling is available from the Environmental Health Services at the Shire of Manjimup and Food Standards Australia New Zealand www.foodstandards.gov.au.
- b) All stall holders who make claims regarding Organic or Biodynamic produce must display the appropriate current certification on their stall and packaging to verify their claims.

5.3 . WEIGHTS & MEASURES

- a) Stallholders must meet requirements under the Weights & Measures Act. www.measurement.gov.au

5.4 FOOD SAFETY

- a) Stallholders must comply with the food safety regulations that apply to their products and comply with their obligations under the food safety act as stipulated in the ANZFS food safety regulations and by the Health Department of the Shire of Manjimup.
- b) Under the Food Act 2008 businesses that sell food are generally required to be registered as a food business with their local Council in which the place of manufacture or business is based. There are some exemptions to registration under the Food Act 2008 and Food Regulations 2009. Please contact the Shire of Manjimup or your local Shire to determine any registration requirements for your food business.

- c) The Shire of Manjimup Environmental Health Services may request and may conduct inspections of food businesses based within the Shire of Manjimup and of stalls at the Farmers Market to check compliance with relevant requirements under the Food Act 2008, Food Regulations 2009 and the Australia New Zealand Food Standards Code.

6. FEES

- a) All approved traders who sell goods in the market are required to pay rent for the space which they use.
- b) The stall fees are reviewed at each AGM and set for the coming financial year.

7. PACKAGING

- a) Use of environmentally friendly/biodegradable shopping bags by stallholders is encouraged.

8. DISCLAIMER OF LIABILITY

- a) Stallholders will indemnify the organiser MFM 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 participant or elsewhere arising out of its occupancy or anything connected with occupancy.
- b) The organiser will not be liable for any loss or damage to the property of the stallholder due to fire, robbery, weather, accidents or any caused whatsoever that may arise from use and occupancy of the site.
- c) The organiser assumes no liability for any damages or losses resulting from or relating to the failure of the stallholder to comply with the provisions of this agreement.

9. DISPUTE RESOLUTION PROCEDURE

- a) Any person who has an issue with any aspect, person or process related to the MFM must follow the following steps in order to attempt to resolve the dispute.

STEP 1: All complaints must be addressed to the Market Manager in writing covering all facts, using the form available on the MFM website www.manjimupfarmersmarket.com.

STEP 2: The Market Manager will deal with the complaint within the rules and guidelines.

STEP 3: The MFM committee will write to the complainant within 5 working days of their next meeting. This reply will detail the MFM committee's decision on the complaint



Step 4: If the decision is not considered satisfactory to the complainant they have the opportunity to supply further supporting documentation regarding their dispute to the committee in person.

STEP 5: The MFM committee will then discuss the issue in regards to the newly presented information and will respond to the complainant in writing. After this stage no further correspondence will be entered into. The decision of the MFM committee is final.

10. MANAGEMENT

- a) The Market Manager is responsible for the day to day management of the MFM and reports to the MFM committee. All queries and complaints should in the first instance be directed to the Market Manager.
- b) The MFM committee is responsible for the direction and the development of the MFM and performs that role as part of its duties as the MFM committee.
- c) These rules will be reviewed annually, before each AGM.
- d) The MFM committee is a volunteer group. All stallholders are asked to respect their efforts and communicate and deal with committee members accordingly.