



KALAMUNDA FARMERS MARKET

MARKET RULES

February 8th 2011

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Market Rules

The Kalamunda Farmers Market
is owned and operated by
Kalamunda Chamber of Commerce Inc
PO Box 417, Kalamunda WA 6926
www.kalamundachamber.com



2011:

Market Manager -

Steve Harrap

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Kalamunda Farmers Market Committee is comprised of the following Committee Members as at 2011-

Steve Harrap	(Market Manager – Kalamunda Farmers Market)
Rob Bentley	(President - Kalamunda Chamber of Commerce)
Lisa Harrap	(Executive Officer – Kalamunda Chamber of Commerce)
Nicole O’Neil	(PR/Marketing Officer – Kalamunda Farmers Market)
Alan van Zanten	(Stallholder Representative)
Sonia Zloich	(Stallholder Representative)
Jean Van Der Merwe	(Stallholder Representative)
Catherine Rose	(Stallholder Representative)

1. OBJECTIVES

- a) To act as a vehicle for Western Australia's organic, gourmet, boutique and local farmers and producers to get their product direct to the consumers.
- b) To act as a business incubator for Western Australia's organic, gourmet, boutique and local farmers and producers.
- c) To help save the planet by reducing carbon food miles in the state.
- d) To act as a vehicle for education of the community on the health and nutrition benefits, seasonality of fresh food, preparation of healthy meals, environmental advantages of using fresh Western Australian produce.
- e) To enable improved health and nutrition of the community by providing a venue for the sale of fresh produce.
- f) To educate children on where their food comes from and the benefits of eating a healthy diet.
- g) To be the premier farmers market in the Perth greater metropolitan area.

2. LOCATION & TIME

- a) The Kalamunda Farmers Market (KFM) is held in Kalamunda town centre in the Central Mall, Kalamunda and the adjacent Garden area every Sunday at 8am-12.00noon.

3. STALLHOLDERS RULES & RESPONSIBILITIES

3.1. Stallholder responsibility

- a) Stallholders must be financially current with the KFM.

3.2. Insurance

- a) Stallholders must take out combined public / product liability insurance that states it is for trading and includes the Kalamunda Farmers' Market as one of the trading places.
- b) Stallholders must provide the Market Manager with a copy of their public / product liability insurance 'certificate of currency' prior to commencing trading at the market.
- c) It is the responsibility of the stallholder to ensure a renewal copy is forwarded to the Market Manager one week after the renewal date.
- d) If insurance is not current, stallholders will not be allowed to trade.

3.3. Stallholder and Produce Eligibility

- a) All stallholders will be the farmer, grower or producer, of the goods sold, or the family or an employee of the farmer, grower or producer, of the goods sold.
- b) All produce sold at the market must be grown in Western Australia with the exception of tea, coffee, seafood and any other category that KFM committee specifies.
- c) Produce grown or produced at a location not listed on the application is not eligible to be sold.

- d) The sale of items purchased by the stallholder shall not be permitted, other than as 3.3(e, f & j).
- e) Stallholders may sell limited amounts of products from other Western Australian producers on a temporary basis at the discretion of the Market Manager.
- f) Stallholders, who wish to sell produce on behalf of another Western Australian producer, can only do so with the permission of the Market Manager.
- g) Conventional (Non Biodynamic/Organic), Organic and Biodynamic will be classed as three different categories.
- h) Stallholders are encouraged to consider preparing or cooking their produce.
- i) Stallholders are encouraged to provide tasting stations.
- j) Stallholders will not offer for sale more than 20% of product that they have not grown or produced themselves.
- k) Hot food stalls are encouraged to use local produce whenever possible. If local produce is available then non WA produce is not permitted to be used on hot food stalls.
- l) 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 KFM. An inspection of their property will be completed within 4 weeks of them commencing at KFM.
- m) To ensure diversity no more than 20% of stalls will be allocated to any one item. This may be varied from time to time at the discretion of the market manager.
- n) Value added products must be based on a minimum of 80% locally grown content and have ingredients clearly labeled and in accordance with ANZFS food safety regulations.
- o) A minimum of 80% of what a farmer sells must be from his/her own farm.
- p) All produce sold must be freshly picked or freshly made.
- q) Farmer's co-operatives will be permitted to attend the market at the discretion of the KFM management committee.
- r) Any variances to these rules are at the discretion of the Market Manager and the KFM. Committee and will be made in the best interests of the KFM.
- s) KFM stallholders will nominate to hold either a cooking demonstration or a stall demonstration of their products once per year. From March 1st 2011 all KFM stallholders will be requested to confirm a date with the Demonstration co-ordinator as to when they will be available to take a turn. The stall demonstration will take place at 10.30am on market day. This is an opportunity for all stallholders to promote and showcase their own products and stall. All demonstrators will be supported by the KFM management on the day who will also assist in the set up of the presentation area. Use of the PA system will give an opportunity for demonstrators to answer questions about their product(s) which will be broadcast throughout the marketplace. Stallholders have a choice to either hold the demonstration at their own stall site or in the centre of the mall.

3.4. Bookings/Cancellations

- a) All bookings must be confirmed with the Market Manager no later than 10am Saturday prior to Market.
- b) Cancellations: Site bookings can be cancelled up to 10.00am of the Saturday prior to the Market.
- c) Late cancellation or non-appearance without cancellation at the Market will mean payment of the site fee for that Market.
- d) All stalls must be paid for one market attendance in advance.

3.5. Stall Assignment

- a) Assignment of stalls will be on a first come first served basis however priority will be given to regular weekly and local stallholders.
- b) 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.
- c) Stall distribution is at the discretion of the Market Manager in line with the best interests of the KFM.
- d) The KFM 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. Mini Stalls

- a) Mini Stalls will be available for smaller traders.
- b) Mini stalls will be 2m x 2m maximum size, and are available at the discretion of the Market Manager.

3.7. Access

- a) Stallholders are required to have their site set-up and ready to trade prior to opening hours of the market.
- b) Stalls must be open to view and properly staffed by a competent representative during operating hours.
- c) The stall structure must not be dismantled before closing time; a table must be left erected. If a stallholder sells out of produce before closing time, a "Sorry, Sold Out!" sign must be displayed until closing time.
- d) Those stallholders who park outside the market zone will park their vehicles in an area designated by the Market Manager.
- e) Stallholder's vehicles may be able to park in the market zone at the discretion of the Market Manager. No stallholder vehicles are allowed to drive into the market zone between 7.30am and 12.00noon.

3.8. Quality Control

- a) All stallholders are expected to maintain the Market's standards of freshness and high quality as set out in item 3.3 Stallholder and Produce Eligibility.
- b) Stallholders are responsible for the decoration and the maintenance of their site in a clean and tidy condition and in accordance with merchandising standards of the market at all times. Table skirts are to be encouraged.
- c) The Market Manager reserves the right to refuse the sale of goods not considered of an acceptable standard by the market committee or under the current ANZFSA food safety regulations.
- d) Stallholders who do not maintain the Market's standards as laid out in the Market Rules and in the Stallholder Handbook, will be asked to comply with the market's standards requirements. If stallholders persist in non compliance of the markets standards they may have their application to trade revoked by the Market Committee.

4. LEGAL REQUIREMENTS

4.1. Signage

- a) All stallholders must have signs clearly visible to the consumer that display their name and address and the name and address of any other producer represented.
- b) All stallholders who make claims regarding their produce must display the appropriate certification on their stall to verify their claims. e.g. All organic certification must be displayed and made visible to the consumer.

4.2. Labelling

- a) All stallholders must comply with appropriate labeling regulations and acquire any necessary licenses 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.

4.3. Weights & Measures

- a) Stallholders must weigh all goods on site on certified scales as required under the Weights & Measures act.

4.4. Food Safety

- a) Stallholders must have read the food safety regulations that apply to their products and comply with their obligations under the food safety act as stipulated in the ANZFSA food safety regulations and by the Health Department of the Shire of Kalamunda.

4.5. Use of KFM Logo

- a) The KFM logo is trademarked. If stallholders wish to use the KFM logo they need to seek permission from the Kalamunda Chamber of Commerce. Direct all queries to the Market Manager. The Kalamunda Chamber of Commerce reserves the right to refuse use of the Kalamunda Farmers Market logo and any usage must be in strictly in accordance with Kalamunda Chamber of Commerce guidelines.

5. FEES (2010/11 financial year)

5.1. Friends of Kalamunda Farmers Market

Friends of Kalamunda Farmers Market will have the following privileges;

- a) Be eligible to receive a complimentary ticket in the weekly KFM raffle. The draw of the raffle will take place weekly at 11.30am and the prize will be available for collection from the market on the same day before close of market.
- b) Receive a KFM Bag, KFM fridge shopping list magnet, a KFM hat and a KFM Apron.
- c) Receive seasonal newsletters.
- d) Will receive a membership card.

5.2. Stallholder Membership

- a) All approved traders who sell goods in the market are required to pay rent for the space which they use.
- b) From 1st September 2010, rent of a 3 metre x 3 metre stall space will be \$45 plus GST. Mini Stall fee will be \$32.75 plus GST.
- c) The next stallholder rent will be reviewed on 1st January 2012.
- d) Protruding tent ropes are not permitted.
- e) Rent shall be paid in advance to the Kalamunda Chamber of Commerce, on behalf of the Kalamunda Farmers Market.
- f) Cancellation: Stallholders must notify Market Manager of a cancellation no later than 10am on the Saturday prior to the market.
- g) If the market manager is not notified before 10am on the Saturday prior to the market then fee payment will be required for the missed market.
- h) If required, 1 x power facilities use will be available at an additional charge of \$5.00 plus GST per market. If power is required for more than one eclectic unit the extra cost will be decided by the market manager.
- i) Not-for-profit, (community, educational and environmental organisations) are eligible to take one 3m x 3m space at the KFM without charge. If power is required the power charge of \$5 plus GST will apply.
- j) Every week stallholders will contribute product for the Harvest Hamper raffle at a minimum value as determined by the KFM Committee. The raffle is to raise funds for promotion of the market.
- k) Stallholders will receive the minutes of all the management committee meetings.

6. PACKAGING

- a) Environmentally friendly shopping bags are encouraged to be used by stallholders.

7. DISCLAIMER OF LIABILITY

- a) Stallholders will indemnify the organiser, KFM and the Kalamunda Chamber of Commerce 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 participants due to fire, robbery, accidents or any cause 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 participant to comply with the provisions of this agreement.

8. ELECTRICAL TESTING AND TAGGING REQUIREMENTS

- a) All equipment, fittings or materials used by stallholders may be subject to inspection by the technical staff of the Shire of Kalamunda.
- b) The outward sign of compliance with the Act will be that the equipment bears an electrical test tag to AS3760.
- c) 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 stallholder.

9. DISPUTE RESOLUTION PROCEDURE

- a) Any person/s whom has an issue with any aspect, person or process related to the Kalamunda Farmers Market must follow the following steps in order to resolve the dispute. No further action can be taken against the Kalamunda Farmers Market or Kalamunda Chamber of Commerce and its committee without first completing all steps outlined in this Dispute Resolution Procedure.

Step 1: All complaints must be addressed to the market manager in writing covering all facts.

Step 2: The market manager will present the complaint(s) to the KFM management committee at the next scheduled KFM committee meeting.

STEP 3: The market manger will write to the complainant within 5 working days of the KFM management committee's meeting. This reply will detail the KFM committee's decision to that complaint.

STEP 4: If the decision is not satisfactory the complainant has the opportunity to attend the next scheduled KFM Committee Meeting to present any further supporting documentation regarding their dispute.

STEP 5: The Committee will then discuss the issue in regards to the newly presented information and will then respond to the complainant in writing.

STEP 6: If a satisfactory resolution cannot be reached between the KFM committee and the complainant, then an independent mediator may be appointed to assist with resolving the issue.

b) All correspondence will be copied and filed with the complainant's details.

10. MANAGEMENT

- a) The Market Manager is responsible for the day to day management of the KFM and reports to the KFM Management Committee.
- b) The KFM Management Committee is responsible for the direction and development of the KFM and is a subcommittee of the Kalamunda Chamber of Commerce management committee.
- c) The KFM Management Committee may comprise members from the Kalamunda Chamber of Commerce, stallholder's representatives and interested community members.
- d) The KFM is an initiative of the Kalamunda Chamber of Commerce and is the owner and operator of the Kalamunda Farmers Market. The Kalamunda Farmers Market remains the property of the Kalamunda Chamber of Commerce at all times.

Kalamunda Farmers Market,
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