



KALAMUNDA FARMERS MARKET

MARKET RULES

12th November 2009

Contents

1. OBJECTIVES of the Kalamunda Farmers Market	4
2. LOCATION & TIME.....	4
3. STALLHOLDERS RULES & RESPONSIBILITIES.....	5
3.1 Stallholder responsibility	5
3.2 Insurance.....	5
3.3 Stallholder and Produce Eligibility	5
3.4 Bookings/Cancellations.....	6
3.5 Stall Assignment.....	6
3.6 Sharing Stalls	7
3.7 Access.....	7
3.8 Quality Control.....	7
4. Legal Requirements.....	8
4.1 Signage	8
4.2 Labelling	8
4.4 Food Safety	8
4.5 Use of KFM Logo	8
5. FEES (2009/10 financial year)	9
5.1 Loyalty Program	9
4.2 Stallholder Membership	9
6. PACKAGING	10
7. DISCLAIMER OF LIABILITY.....	10
8. ELECTRICAL TESTING AND TAGGING REQUIREMENTS.	10
9. COMPLAINTS.....	11
10. MANAGEMENT	11

Market Rules

The Kalamunda Farmers Market
is brought to you by
Kalamunda Chamber of Commerce
PO Box 417
Kalamunda WA 6926
www.kalamundachamber.com



KALAMUNDA FARMERS MARKET

2009:

Market Manager - Steve Harrap 0425 890 146 farmersmarket@kalamundachamber.com

Farmers' Market Inaugural Steering committee:

Chairperson - Linda Stanley

Secretary – Neta Parker (representing F.O.T.E.)

Committee Members-

Rob Bentley (President - Kalamunda Chamber of Commerce)

John Stanley (farm market and retail consultant)

Brian Davis (representing Kalamunda town centre retailers)

Alan van Zanten (representing growers and farmers)

Richard Gilroy (representing stallholders)

Marketing sub-committee –

Linda Stanley

John Stanley

Rob Bentley

Liz Franssen

Nicole O'Neil

1. OBJECTIVES of the Kalamunda Farmers Market

- 1.1 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.
- 1.2 To act as a business incubator for Western Australia's organic, gourmet, boutique and local farmers and producers.
- 1.3 To help save the planet by reducing carbon food miles in the state.
- 1.4 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.
- 1.5 To enable improved health and nutrition of the community by providing a venue for the sale of fresh produce.
- 1.6 To educate children on where their food comes from and the benefits of eating a healthy diet.
- 1.7 To be the premier farmers market in the Perth greater metropolitan area.

2. LOCATION & TIME

The Kalamunda Farmers Market (KFM) is held in Central Court and into Mead Street car park, Kalamunda every Sunday at 8am-1pm from 1st April to end of November (28th November 2009) and at 8am–12pm from beginning of December (29th November 2009) to 31st March. When heavy rain is forecast the market will take place in the Centro shopping centre undercover carpark. Stallholders will be advised by email the Saturday prior to market if this is to occur.

3. STALLHOLDERS RULES & RESPONSIBILITIES

3.1 Stallholder responsibility

- 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 annually.
- 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.
- 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).
- e) Stallholders may sell limited amounts of products from neighbouring producers on a temporary basis at the discretion of the Market Coordinator.
Exceptions to the above may be made if the stallholder is offering produce that is not available in the Perth Hills region, with the understanding that if at a future date the produce becomes available locally that the new stallholder will be allowed to trade in preference to the original stallholder. This is at the discretion of the Market Manager & the KFM Committee.
- 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) Stallholders may only represent a maximum of two producers not present at the KFM. In addition each stallholder will pay the KFM \$10.00 per other producer, per market.
- h) Priority will be given to stallholders supplying biodynamic, organic and spray free produce.
- i) Stallholders are encouraged to consider preparing or cooking their produce.

- j) Stallholders are encouraged to provide tasting stations.
- k) Stallholders will not offer for sale more than 20% of product that they have not grown or produced themselves.
- l) 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.
- m) 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.
- n) 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.
- o) 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.
- p) Value added products must be based on a minimum of 80% locally grown content and have ingredients clearly labeled and in accordance with ANZFSA food safety regulations.
- q) A minimum of 80% of what a farmer sells must be from his/her own farm.
- r) All produce sold must be freshly picked or freshly made.
- s) Farmers co-operatives will be permitted to attend the market at the discretion of the KFM management committee.

3.4 Bookings/Cancellations

- a) Bookings: must be confirmed with the Market Manager no later than 10am Friday prior to Market.
- b) Cancellations: Site bookings can be cancelled up to 10.00am of the Friday 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) There will be a seasonal plan of the set-up and it will be kept by the Market Manager and will be on display at the KFM information stall on market days.

- e) 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 Split Stalls

- a) Sharing of a site space must first be negotiated between the two parties and then approved by the Market Manager prior to trading.
- b) Each producer will be treated as a separate applicant and the farm market criteria will apply to each producer.
- c) All producers involved must complete separate application forms
- d) All producers involved must have their own insurance
- e) Each producer's areas of the stall must be distinct and produce must be clearly labelled with the producer's name and place of business in addition to legal labelling requirements.

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) Stalls must not be dismantled before closing time.
- d) If a stallholder sells out of produce before closing time, a "Sorry, Sold Out!" sign must be displayed until closing time.
- e) Stalls allocated in the central area will remove their vehicle to the car park prior to opening time.
- f) Only refrigerated vehicles will be permitted to remain in the central trading area.

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.
- 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 ANZFS food safety regulations.
- d) Stallholders who do not maintain the Market's standards as laid out in the Market Rules and in this 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

- 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

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

4.4 Food Safety

- 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

- The KFM logo is trademarked. If stallholders wish to use the KFM logo they need to seek permission from the KFM Steering committee beforehand.

5. FEES (2009/10 financial year)

5.1 Friends of Kalamunda Farmers Market

Friends of Kalamunda Farmers Market will have the following privileges

- a) Participate in a weekly raffle of stallholder produce upon registration at the KFM Information stall each week. The draw of the raffle will take place weekly at 11.30am and the prize will be a Harvest Hamper, 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) Receive vouchers offered from non-market Kalamunda retailers to the value of in excess of \$1000.
- e) Will receive a photo id. membership card.
- f) A long table slow food lunch will be held at seasonal festivals for the exclusive invitation of Friends of Kalamunda Farmers market members.

4.2 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 2009, rent of a 3 metre x 3 metre stall space will be \$40 plus GST.
- c) The stallholder rent will be reviewed on 1st December each year.
- 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 Friday 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.
- i) Not-for-profit, (community, educational and environmental organizations) 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 weekly customers e-newsletter.

6. PACKAGING

- a) Environmentally friendly shopping bags must be used by stallholders.
- b) Plastic carry away shopping bags are not permitted to be supplied 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.
- d) The organiser will not be responsible if a current insurance "Certificate of Currency" is not forwarded promptly to the KFM office.

8. ELECTRICAL TESTING AND TAGGING REQUIREMENTS.

- a) All equipment, fittings or materials used 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. COMPLAINTS

- a) In order to maintain quality standards, any complaints must be made in writing to the Market Manager.
- b) The Market Manager will then:
 - I. Advise the KFM Steering Committee a complaint has been received and inform the committee of the nature of the complaint.
 - II. The Market Manager may write a formal letter to the stallholder to whom the complaint is directed outlining the parameters of the complaint.
 - III. The Market Manager will then make an appointment to visit the stallholders premises with one other authorized person, to view the location and interview the stallholder about the complaint.
 - IV. The Market Manager will advise the stallholder that the stallholder must comply with the KFM Market Rules.
 - V. If the stallholder does not agree to comply with the KFM Market Rules the stallholder will be advised they are no longer permitted to participate in the market.
 - VI. The Market Manager will then advise the complainant of the outcome and resolution of the matter.

10. MANAGEMENT

- a) The Market Manager is responsible for the day to day management of the KFM and reports to the KFM Steering Committee.
- b) The KFM Steering Committee is responsible for the direction and development of the KFM.
- c) The KFM Steering Committee may comprise members from the Kalamunda Chamber of Commerce, the Kalamunda retail community, stallholders, environmental organisations or interested community members.
- d) The KFM Marketing Sub-Committee is responsible for the development of the marketing programs and events for the KFM.
- e) The KFM is an initiative of the Kalamunda Chamber of Commerce.

Kalamunda Farmers Market,
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