



## **STALLHOLDER RULES AND RESPONSIBILITIES**

**2020-21**

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# INTRODUCTION

The Mount Pleasant Farmers Market Inc (MPFM) is a community owned and operated entity that aims to positively impact the local economy by promoting our regional agriculture and culinary culture. The MPFM aims to provide an avenue through which all members of the community can reconnect with quality food both as a consumer or a producer.

The underlying principle of the Mount Pleasant Farmers Market is sustainability. Whether a stallholder uses conventional agricultural techniques or organic production methods, they are encouraged to be resource conserving, socially just, economically competitive and environmentally aware. Such practices include:

- maximising efficient water and energy use
- minimising waste production and maximising recycling
- avoiding negative impacts on the natural environment (soil, atmosphere, biodiversity and water)
- protecting natural environments within their control
- providing appropriate OH&S management, appropriate skill training, and up to date employee entitlements
- avoidance of chemical use wherever practicable, and when used, implementing full traceability and recording procedures
- ensuring high standards of animal welfare for optimal animal health and production
- ensuring Genetically Modified Organisms and GMO based goods are avoided if possible.

Products that are typically found in large supermarket chains with unidentified ingredient origins, uncertain freshness and limited seasonal variety are incompatible with the purpose of the MPFM.

A core goal of the Market is to promote economic prosperity within our region. Firstly, by encouraging people to take advantage of high quality and affordable local produce and secondly by promoting and encouraging food business growth by providing an avenue for small businesses to link and communicate directly with consumers without the cost and scale needed to access contemporary food supply chains.

The Farmers Market supports a move toward more traditional modes of production and distribution that emphasise freshness, flavour, variety and community involvement, and provides an alternative to monoculture, agribusiness, huge retail chains and standardised flavourless food.

Our region is blessed with a variety of landscapes and resources. The MPFM supports agricultural diversity from large commercial farms to small scale production. An aim of the MPFM is to encourage people to be involved and educated on food production at all levels from consumers making sustainable purchasing choices to supporting the continued production of high quality, fresh produce in our region.

Through striving for these goals, the Mount Pleasant Farmers Market can be truly sustainable and have a positive impact in our region: economically, socially, and environmentally.

## 1. MARKET AND STRUCTURE

### 1.1 The Market

The Mount Pleasant Farmers Market ("Market") operates every Saturday, except the 3<sup>rd</sup> Saturday of March for the Mount Pleasant Show.

- 1.1.2 The Market also has 2 Twilight Markets, one prior to Christmas and the other, the Thursday before the Easter Weekend. These Markets are held instead of the Saturday Market that week and are from 5pm to 9pm.
- 1.1.3 The Market will be open from 8am – 12noon, unless the Market Manager advises otherwise.
- 1.1.4 Hot Weather Policy: The Market will operate as normal unless temperatures reach or exceed 38 degrees, or under advice from the CFS re fire danger.

### 1.2 MPFM Board

- 1.2.1 Mount Pleasant Farmers Market Incorporated ("MPFM Inc") is a not-for-profit incorporated body administered by the Mount Pleasant Farmers Market Board (the "Board").
- 1.2.2 The Board is responsible for the management and control of the funds and other property of the incorporated body and has overall responsibility of the MPFM.

### 1.3 Market Manager

- 1.3.1 The Market Manager operates the weekly Market, and ensures compliance with these Rules and Responsibilities, and is responsible to the Board.

## 2. PRIOR TO TRADE

As a Mount Pleasant Farmers Market Stallholder (the "Stallholder"), the Stallholder is bound by the Stallholder Rules and Responsibilities at all times.

For the purposes of these Rules:

**"Stallholder"** is a grower, fisher or producer who has successfully applied to trade at the Market.

**"Grower"** is the person who is responsible for, and exercises control over, a primary product for the full production cycle of the product sold – e.g. from planting to harvest

**"Fisher"** is a person who is licensed within South Australia to take fish for commercial purposes or who produces farmed fish for commercial purposes.

**"Producer"** is the person who uses one or more primary products to make a finished product. The producer is responsible for, exercises control over and participates in the manufacture of the product.

**"Genetically Modified"** or "GMO" is any food that has been altered with gene technology, e.g. where a particular gene from the cells of a plant, animal or microbe is inserted into the cells of another organism to give a desired characteristic. Genetically Modified plants and animals are distinct and separate to traditional cross breeding which involves selecting plants and animals with the most desirable characteristics for breeding the next generation (desirable characteristics arise from naturally occurring variations in the genetic composition of individual plants or animals).

## 2.1 Stallholder Eligibility

- 2.1.1 All stallholders must be residents of South Australia.
- 2.1.2 Prior to trading at the Market the Stallholder **MUST**:
- Have completed and returned all documentation provided in the Stallholder Information Pack and any other required information, to the Market Manager;
  - be a current member of MPFM Inc and
  - have received a 'Letter of Confirmation' from the Market Manager
  - have paid the initial fees as invoiced.

If these obligations have not been met, the Market Manager reserves the right to refuse the Stallholder entry to the Market site.

- 2.1.3 The Market Manager has absolute discretion to decline approval for a new or existing stallholder.

## 2.2 Stallholder Obligations

- 2.2.1 All primary produce for sale at the Market must be grown in South Australia, unless specifically allowed due to customer demand and be in the best interests of the Market and these must be grown in Australia. e.g. bananas
- 2.2.2 All value-added product for sale at the Market must be made by the Stallholder, in South Australia, from predominantly South Australian primary produce.
- 2.2.3 The stallholder is responsible for the operation of their stall. The stall may be operated by:
- the stallholder
  - a relative of the stallholder or
  - an employee of the stallholder
- 2.2.4 At the Market a Stallholder **MUST**
- Only sell those products listed in their "Letter of Confirmation". (Should amendment to this list be required, the Stallholder is to submit an amended form to the Market Manager);
  - Only sell items that are "allowable products" (defined below);
  - Provide a 10% discount off the advertised price of products to members of MPFM Inc (Stallholders are entitled to ask any member to produce their membership card before applying this discount).
  - Clearly display both the purchase price and the discounted purchase price.
- 2.2.5 Stallholders must guarantee to offer for sale the highest possible quality food products. If seconds are sold, they are to be marked and priced accordingly.
- 2.2.6 The Market Manager has the authority to require Stallholders to remove sub-standard product or product that does not comply with these Rules and Responsibilities.

## 2.3 Allowable Produce

It is expected that production animals under the care or influence of Mount Pleasant Farmers Market producers are healthy, properly fed and comfortable. It is also the responsibility of producers to ensure that where animals require veterinary treatment they receive it and that if animals are to be destroyed, it is done humanely.

Codes of practice relating to animal welfare are legislated for all sectors of livestock production in South Australia. It is expected that Market producers are aware of these codes and operate their farms in a manner that ensures that the requirements of these codes of practice are implemented.

- 2.3.1 Vegetables must be grown in South Australia; ( see 2.2.1) no fresh produce from genetically modified plant varieties is allowed.
- 2.3.2 Fruit must be grown in South Australia; ( see 2.2.1) no fresh produce from genetically modified plant varieties is allowed
- 2.3.3 Meat animals must be reared and processed in South Australia;
- 2.3.4 Dairy must be produced from South Australian milk;
- 2.3.5 Seafood must be caught or farmed in South Australia or in its coastal waters;
- 2.3.6 Poultry animals must be reared and processed in South Australia;
- 2.3.7 Eggs must be produced in South Australia;
- 2.3.8 Preserves must be predominantly made from primary produce grown in SA
- 2.3.9 Honey must be produced in South Australia;
- 2.3.10 Herbs must be grown in South Australia;
- 2.3.11 Cut flowers must be grown in South Australia;
- 2.3.12 Nursery Stock must be grown in South Australia;
- 2.3.13 Food plants must be grown in South Australia; no fresh produce from genetically modified plant varieties is allowed;
- 2.3.14 Juices must be made in South Australia from South Australian grown fruit and vegetables;
- 2.3.15 Coffee fair trade and organic preferred, must be roasted in South Australia;
- 2.3.16 Cakes, biscuits, pies and pastries must be made in South Australia using predominantly South Australian produce;
- 2.3.17 Bread must be made from grain grown and milled in South Australia where possible;
- 2.3.18 Organic Compost must be produced in South Australia;
- 2.3.19 Worm Farms and worms must be made and /or grown in South Australia

2.3.20 Seeds must be vegetable, herb & flower seeds for the home gardener, open pollinated, non-hybrid varieties. Seeds without chemical treatments preferred. No genetically modified varieties.

2.3.21 Wine and other beverages must be produced in South Australia from fruit and grain grown in South Australia;

2.3.22 Grains and pulses must be grown in South Australia; no produce from genetically modified plant varieties is allowed;

2.3.23 Vegetable, nut and seed oils must be processed in South Australia; no produce from genetically modified plant varieties are allowed;

## **TO NOTE**

Priority will be given to stallholders supplying certified biodynamic, organic and minimal spray produce.

Only certified stallholders can label their produce *organic* or *biodynamic* and must clearly display their Certification Certificate at the stall site. Certification must be displayed on stalls; if any products offered for sale are not certified these must be clearly signed as such.

Stallholders without Certification may verbally describe their growing practices as, for example “We use IPM on our farm” or “Grown using organic methods” if that is the case.

Stallholders who do not meet these requirements for any reason will be asked to remove the terms organic and biodynamic from their promotions. The labelling of produce using the terms non-certified organic or non-certified biodynamic are prohibited at the Market.

In instances where multiple applications are made for sale of the same product and it is in the best interests of the Market to limit stallholders with similar product, priority will be given to stallholders within 100km of Mount Pleasant.

## **2.4 Leasing Land and Crops**

2.4.1 Growers who lease land to grow crops, to tend and pick perennial crops, or to raise livestock must demonstrate that they are truly managing the crops or livestock through at least a full growing cycle.

2.4.2 They must also show that they have a formal lease arrangement with the owner of the land.

## **2.5 Reselling and Onselling**

2.5.1 Only goods produced or grown by the Stallholder will be permitted for sale and **NO** reselling or carrying of products other than those of the Stallholder will be permitted without express permission of the Market Manager.

Reselling is falsely selling items as produced by the stallholder that have been purchased elsewhere.

## 2.6 Insurance

- 2.6.1 All stallholders must provide the Market Manager with an Insurance Certificate of Currency before a stall site is confirmed.

The Certificate of Currency must clearly state that the Stallholder is covered for **product liability of retail sale** of their products.

- 2.6.2 It is the responsibility of the Stallholder to ensure a renewal copy of their Certificate of Currency is forwarded to the Market Manager annually.
- 2.6.3 **If insurance is not current, the Stallholder will not be allowed to trade.**

## 3 MARKET DAY

“Market Day” is every Saturday of the calendar year except the 3<sup>rd</sup> Saturday of March (Mount Pleasant Show) (Exception Twilight markets see 1.1.2)

### 3.1 Stall Bookings

- 3.1.1 Bookings can be made on a weekly, fortnightly or monthly basis.
- 3.1.2 Bookings for Stall Site must be confirmed with the Market Manager no later than 10am on the Wednesday prior to Market Day.
- 3.1.3 All stall fees must be paid prior to Market Day unless other arrangements have been confirmed by the Market Manager.
- 3.1.4 If bookings have not been confirmed with the Market Manager prior to 10am on the Wednesday before the Market, the Market Manager reserves the right to refuse entry to the Stallholder.

### 3.2 Cancellations

- 3.2.1 Site bookings can be cancelled up to 10am on the Wednesday prior to Market Day. Fees that have been paid will be credited to the Stallholder.
- 3.2.2 If the Stallholder does not cancel prior to 10am, or fails to attend on Market Day, the Stallholder will not be eligible for a credit of site fees.

### 3.3 Site Allocation

- 3.3.1 Stall sites will be allocated taking into account stallholder requests and needs and the best interests of the Market and the availability of an electricity supply.
- 3.3.2 All stall sites will be allocated at the discretion of the Market Manager.
- 3.3.3 The Market Manager will endeavour to keep regular stallholders in the same position each week, but permanent site allocation is not guaranteed. Weekly stallholders will be given preference in allocation of indoor sites at the discretion of the Market Manager.
- 3.3.4 Market sites cannot be transferred, assigned or sold as part of a business sale or change of business ownership.
- 3.3.5 The Market Manager and Board reserve the right to alter the size, shape and position of individual sites at any time, to ensure the best interests of the Market or for any legal requirement.
- 3.3.6 The Market Manager and Board reserve the right to relocate the entire Market at any time, to ensure the best interests of the Market or for any legal requirement.

### 3.4 Sharing Stalls

- 3.4.1 A shared stall means two or more stallholders sharing the same stall site on the same Market day.
- 3.4.2 Sharing of a site space must first be negotiated between the two or more parties and approved by the Market Manager prior to trading
- 3.4.3 If Stallholders regularly share a stall and not all parties will be present on any given market day, the remaining stallholders will be required to pay the total full stall site fee for the market.
- 3.4.4 Alternate stall sharing arrangements may be negotiated with the Market Manager e.g. a dedicated weekly Olive Oil stall with alternating stallholders, for example 'Jo's Olives' trading 'Jo's Olives' produce week one and three of the month and 'Olive Delight' trading 'Olive Delight' produce week two and four of the month. This type of stall arrangement will attract standard stall fees as outlined in the MPFM Schedule of Fees (Appendix C).

### 3.5 Access to Market Site

- 3.5.1 Access to the site for stallholders is from 6am on Market Day. Alternate arrangements to access the site prior to 6am on Market Day must be confirmed with the Market Manager.
- 3.5.2 Trading hours for the Market are between 8am and 12 noon on Market Day. These hours may be changed at the discretion of the Market Manager.
- 3.5.3 Stallholders are required to have their stall ready, with all exhibits displayed for sale, by no later than 7.45am. Stalls must be open, and properly staffed for the entire trading period, unless sold out.
- 3.5.4 Stalls cannot be dismantled until the close of the Market unless agreed, with the Manager.
- 3.5.5 All vehicles not used in the sale of produce or product must be parked off the Market site in designated parking areas no later than 7.45am on Market Day. The Market cannot open to the public until the site is cleared of unauthorised vehicles.
- 3.5.6 On-site power can only be used with the authorisation of the Market Manager. On-site power will be allocated by the Market Manager on application by the stallholder.

### 3.6 Stallholder Obligations – Stall and Product

#### 3.6.1 Signage

All stallholders must have signs that display their name and address, and business trading name, whilst trading at the Market. Stalls must be able to be clearly identified by the customer.

- All signage must be kept within allocated site boundaries.
- The Market Manager reserves the right to have inappropriate signage removed.
- Stallholders are required to wear nametags whilst trading.

#### 3.6.2 Labelling

All products must comply with the labelling requirements pursuant to the *Australia New Zealand Food Standards Code* and the Country of Origin food labelling legislation.

### 3.6.3 Weights and Measures

All goods packaged on the market site must be weighed according to the *National Measurement Act 1960* (C'wth).

The weight of produce packaged on the Market site must be visible to customers. Stallholders must provide the opportunity for customers to check weight of packaged goods should they ask to do so.

### 3.6.4 Products and Packaging

Produce and products must be packed in South Australia.

Wherever possible packaging should be minimal and compostable or able to be recycled.

Plastic bags will not be permitted unless they are compostable or are provided by the customer. Please refer to the "Responsible Packaging Policy" (Appendix A).

## 3.7 Health & Safety Issues – General

- 3.7.1 All stallholders must comply with the *Food Act 2001* (SA) and *Food Regulations 2002*, in addition to all relevant National Food Safety Standards.
- 3.7.2 All food businesses must complete and submit a Food Business Notification Form to their Local Council pursuant to the *Food Act 2001*. (Contact Local Councils for details)
- 3.7.3 All baked or value-added goods must be made in a kitchen/food premise approved by the relevant Local Council. (Contact Local Councils for details) A copy of such notification must be supplied to the Market Manager before trading commences.
- 3.7.4 It is the responsibility of each stallholder to apply for any licences or permits required for selling or producing their products to the public. A copy of the licences/permits must be given to the Market Manager prior to trading at the Market.
- 3.7.5 All stallholders must comply with the Market "Health and Hygiene Policy" (Appendix B)

## 3.8 Health & Safety Issues – Stall Sites

- 3.8.1 Stalls must be erected within the boundaries of each allocated site. No boxes of produce displays may extend into the common customer traffic areas.
- 3.8.2 All tents, overhead shades and poles must be securely fixed and not be positioned to cause obstruction or danger to any person on the Market site. Tents must be secured with weighted objects situated at the legs of the tent.
- 3.8.3 Tables and other display fixtures must be sturdy and not overloaded to a point where they are unstable
- 3.8.4 Stallholders must maintain their individual site space in a clean and sanitary manner. Before transacting any sales, Stallholders must ensure that their selling areas and immediate surrounding grounds are free of any produce trimmings, droppings, or other litter.
- 3.8.5 At the end of each Market, the Stallholder must clean their site, empty all fridges and take all products off-site unless alternate arrangements are made and confirmed with the Market Manager. The Stallholder is responsible for the collection of all litter, toothpicks, and product debris left at their stall site, including the area extending halfway into the common traffic area, regardless if the litter originated in the Stallholders area. All refuse must be deposited in the designated bins provided.
- 3.8.6 Table covers, and display cloths are the responsibility of the Stallholder, and must be cleaned and stored in a 'vermin-proof' location when not in use.

- 3.8.7 Wastewater must only be poured into sewage /sullage points as specified and **NOT** into gutters or storm water drains.

### **3.9 Health & Safety Issues – Produce / Products**

- 3.9.1 All food must be kept off the ground at all times.
- 3.9.2 All unpackaged, value-added product for sale at the Market must be covered.
- 3.9.3 Gloves, tongs and other utensils must be used when handling unpackaged food to avoid hand contact.
- 3.9.4 Tastings of product must be accompanied with individual disposable tasting spoons or sticks and a container provided for their disposal. All samples must be covered.
- 3.9.5 All stalls selling food must be able to demonstrate Food Hygiene principles in the selling of food. This requires the use of gloves and appropriate utensils and antibacterial hand washes. Good hand washing when possible is also encouraged.

### **3.10 Electrical Testing and Tagging Requirements**

- 3.10.1 All electrical fittings, equipment or materials must comply with Occupational Health, Safety and Welfare (OHS&W) guidelines as defined by the relevant legislation.
- 3.10.2 All electrical fittings, equipment or materials are subject to inspection by the Market Manager and MPFM staff.
- 3.10.3 Electrical compliance testing will be conducted annually. Any electrical equipment without a current compliance tag will be tested and tagged at the stallholders' expense.
- 3.10.4 On meeting compliance requirements, all electrical fittings, equipment or materials on the market site will be tagged with an electrical test tag marked "AS2760".
- 3.10.5 If any such electrical fittings, equipment or materials are deemed not to comply with OHS&W Regulations, or the Market Manager deems them to be unsafe for any reason, they shall be removed from the site at the expense of the Stallholder.
- 3.10.6 All electrical malfunctions must be reported to the Market Manager.

### **3.11 Gas Equipment and Fire Safety**

- 3.11.1 No gas appliances are to be used on site without the express approval of the Market Manager.
- 3.11.2 It is the responsibility of the Stallholder to regularly check all gas bottles and equipment attached to gas bottles to ensure gas hoses and attachments are not faulty and that bottles are date compliant.
- 3.11.3 It is the responsibility of the Stallholder to provide a working fire extinguisher for any stall where gas burners are used. It is the responsibility of the Stallholder to ensure they know how the extinguisher is operated.
- 3.11.4 It is the responsibility of the Stallholder to make themselves aware of the location of the nearest fire extinguisher on the site.

### **3.12 Smoking**

- 3.12.1 The Market is a non-smoking venue.

### 3.13 Market Audit

- 3.13.1 To maintain the integrity of the MPFM, periodic surveys of stalls will be undertaken on Market day.
- 3.13.2 Products on sale, which are not itemised in the Stallholders 'Letter of Confirmation' will be required to be removed from sale immediately
- 3.13.3 Stallholders wishing to apply for additional products to be included in their "Letter of Confirmation" an amended application form must be submitted to the Market Manager.

## 4 FEES AND PAYMENT OPTIONS

### 4.1 Stall Site Fees

- 4.1.1 Site fees are determined by the Board and are applicable to all stallholders.
- 4.1.2 A list of current MPFM fees and charges is provided in the MPFM Schedule of Fees (Appendix C).
- 4.1.3 The Market Manager reserves the right to refuse entry to the Market to any stallholder who has not paid site fees pursuant to the Rules and Responsibilities (See r 7.1.1 Right to trade at the market)

### 4.2 Payment Options

- 4.2.1 Site fees must be received by the Market Manager before Market Day, unless prior arrangements have been confirmed by the Market Manager.
- 4.2.2 Payment of site fees may be made weekly, fortnightly or monthly. This is to be arranged with the Market Manager
- 4.2.3 Stallholders who pay their monthly site fees **prior to the 1st day of each month** may receive a discount as determined by the MPFM Committee.
- 4.2.4 Weekly payment may be made by:
  - Direct Debit -. See forms provided in Stallholder's Pack
  - Bank cheque or money order payable to:  
**Mount Pleasant Farmers Market Inc**  
**132 Melrose Street**  
**Mount Pleasant 5235**
  - Cash - only by prior arrangement with the Market Manager
- 4.2.5 Monthly payment may be made by:
  - Direct Debit - see forms provided in Stallholder's Pack
  - Bank cheque or money order payable to:  
**Mount Pleasant Farmers Market Inc**  
**132 Melrose Street**  
**Mount Pleasant 5235**

Payment must be received by 10am on the Friday prior to Market Day.

## 4.3 Stall Sites

4.3.1 Payment of the site fee entitles the Stallholder to the following:

1 stall site (9 square metres)

Publicity / promotion of the MPFM – specific promotions (where appropriate)

Entry on the online list of Market Stallholders

4.3.2 The following facilities are available at an additional charge as negotiated with the Manager.

Power facilities

Water facilities

## 5 CATERING POLICY

### 5.1 On-Site Catering Policy

5.1.1 The Board has approved the implementation of an On-Site Catering Policy

“On-site Catering” is defined as:

*The provision of any food that undergoes a process whilst on the MPFM site that alters the state in which the food/produce was brought to the MPFM for sale.*

5.1.2 Pursuant to this policy, stallholders are not allowed to provide onsite catering without the express permission of the Board. However, the following is allowed and encouraged:

Product samples: prepared on equipment such as an electric grill or hotplate that can be accommodated within the confines of the stallholder's site and prepared within legislative guidelines.

Product demonstrations: Stallholders are able to promote their product and demonstrate how to prepare their product ensuring it is prepared on equipment such as an electric grill or hotplate that can be accommodated within the confines of the stallholder's site and prepared within legislative guidelines.

5.1.3 On-site catering contractors are approved by the Board to provide catering at the Market.

5.1.4 Stallholders with a product suitable for sale at a stall run by an onsite caterer can approach the on-site caterer to offer their product for possible inclusion on the menu.

## 6 COMPLAINTS

### 6.1 Complaints by Customers or Stallholders

6.1.1 All oral complaints by customers or stallholders must be made in the first instance to the Market Manager or reported to the site office where they will be noted in the Market Site Diary.

6.1.2 The Market Manager will advise the MPFM Board of all complaints.

6.1.3 Should the complaint not be resolved, a formal, written, complaint can be made by customers and stallholders and addressed to:

**Mount Pleasant Farmers Market Inc**

**132 Melrose Street**

**Mount Pleasant 5235**

## 7 RIGHT TO TRADE AT THE MARKET

### 7.1 Authority of Market Manager

7.1.1 If the Market Manager determines that:

- 7.1.1.1 a product for sale poses a risk to the health or safety of consumers; or
- 7.1.1.2 the non-compliance of the Stallholder with a rule or responsibility listed in this document poses a risk to the health and safety of consumers; or
- 7.1.1.3 the Stallholder is selling produce or product of poor quality; or
- 7.1.1.4 the Stallholder has otherwise acted in a manner that will bring the reputation of the Market into disrepute; or
- 7.1.1.5 the Stallholder has not responded adequately to a complaint that has been brought to the Stallholder's attention; or
- 7.1.1.6 the Stallholder has not complied with a reasonable request made by the Market Manager or Board; or

7.1.1.7 If there are outstanding stall fees owed by the Stallholder to the Market –

The Market Manager can withhold or withdraw the stallholder's right to trade at the market and require the Stallholder to leave the Market site. The decision of the Market Manager is final. If the decision is made on a Market Day, the decision will take effect immediately and be applicable for the entire day's trade.

7.1.2 If the Market Manager uses the general discretion listed in 7.1.1, the Market Manager will provide a written justification to the Board and to the Stallholder within five working Days.

7.1.3 If the Market Manager uses his/her general discretion as outlined in 7.1.1 and a Stallholder receives written notification as outlined in 7.1.2, the Stallholder can appeal the decision to the Board. The Stallholder can request that the Committee review the Market Manager's decision by writing to the Chairperson of the Board:

#### **The Chairperson**

**Mount Pleasant Farmers Market Inc**

**132 Melrose Street**

**Mount Pleasant 5235**

## 8 GRIEVANCE PROCEDURES

### 8.1 Allegation Raised by Customers or Stallholders

8.1.1 On the receipt of a written complaint pursuant to section 6.1, the Board will provide the Stallholder with a written notice detailing such allegations. The Stallholder will be provided with an opportunity to respond either orally or in writing at a subsequent Board meeting.

8.1.2 Should the Stallholder elect not to respond to the allegation and should it be found by the Board that the Stallholder has acted in a way that is detrimental to the reputation or the interests of the Market, or not in accordance with these Rules and Responsibilities, **the Board retains the right to refuse a stallholder the right to trade at the Market.**

## 8.2 Allegation Raised by Market Manager

8.2.1 On the receipt of a written report by the Market Manager pursuant to section 7.1.2, and on receipt of the written request by the Stallholder for a review of the decision, pursuant to section 7.1.3, the Board will provide the Stallholder with a written notice detailing the allegations against them. The Stallholder will be provided with an opportunity to respond either orally or in writing at a subsequent Board meeting.

8.2.2 Should it be found by the Board that the Stallholder has acted in a way that is detrimental to the reputation or the interests of the Market, or not in accordance with these Rules and

Responsibilities, **the Board retains the right to refuse a stallholder the right to trade at the Market.**

## 8.3 Communication of Board Decision

8.3.1 The Board will inform the Stallholder of the decision made by the Board as soon as practicable after the making of the decision and no later than the Thursday preceding the Market.

8.3.2 Should the Stallholder's right to trade have been revoked by the Board and after the Board have informed the Stallholder of this decision, **the Market Manager or MPFM Staff retain the right to refuse a stallholder entry to the Market site on Market Day**

8.3.3 Any decision available under these Rules and Responsibilities and made by the Board is final

## 9 FARM AND PREMISES VISITS

9.1.1 The property of each applicant may be subject to a site visit by the Market Manager prior to trading. The costs associated with the site visit will be borne by the applicant.

9.1.2 After the initial site visit, the Market Manager, or delegate, reserves the right to visit any premises, facility or property listed in the Stallholder's application to trade at the Market at any time, as deemed necessary by the Board or Market Manager.

9.1.3 The Market Manager, or delegate, will normally contact the Stallholder prior to such a visit to confirm a mutually convenient appointment time. However, spot checks may be made without notice. The costs associated with these subsequent site visits, will be borne by the Market.

## 10 DISCLAIMER OF LIABILITY

10.1.1 Stallholders will indemnify to the extent permitted by law the MPFM Inc 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 Stallholder or elsewhere arising out of the occupancy of the stall site or anything connected with such occupancy.

10.1.2 To the extent permitted by law, the MPFM Inc will not be liable for any loss or damage suffered by the Stallholder including damage to the property of the Stallholder due to fire, robbery, accidents or any cause whatsoever.

10.1.3 The MPFM Inc assumes no liability for any damages or losses resulting from or relating to the failure of the Stallholder to comply with any provision of this agreement.

## APPENDIX A

### **Mount Pleasant Farmers Market Responsible Packaging Policy**

MPFM requires stallholders to implement responsible packaging whilst attending the MPFM.

#### **Responsible packaging includes:**

- Minimal use of single use packaging
- Pre- packing only where necessary
- Encouraging customers to supply their own packaging and carry bags
- Actively recycling where possible

We also ask stallholders to encourage customers to return any packaging able to be recycled or reused by stallholders, e.g. pots and punnets and re usable cardboard carry boxes.

#### **Permitted Packaging:**

- Compostable bags, and biodegradable bags
- Paper bags
- Barrier bags
- Market string bags
- Market carry bags

We recognise that barrier bags (plastic bags on roll without handles) are required in some instances but we expect stall holders to implement a strategy to encourage customers not to use barrier bags.

Stallholders are encouraged to sell string bags to replace carrier bags.

#### **Packaging Not permitted:**

- Plastic carry bags with handles

## APPENDIX B

### **MPFM Health and Hygiene Policy**

The MPFM Food Safety requirements are critical and must be adopted and put into practice by **all** stallholders.

Any non-compliance of these measures will result in a refusal of right to trade. (See Australian New Zealand Food Safety Standards)

Food must be prepared in premises that have been approved by appropriate councils, as indicated by a Food Business Notification Number.

### **FOOD HANDLING REQUIREMENTS**

#### **Gloves:**

1. Gloves **must** be worn when handling any food.
2. Gloves **must** be changed regularly, and only used for a single task.
3. Gloved hands that handle food **must not** handle money.
4. Use tongs and other utensils when handling food and avoid hand contact.
5. Gloved hands or utensils must not handle raw and then cooked foods.

## **Food transport and handling to and at the Market:**

1. **All** surfaces in contact with unpackaged food must be cleaned at the beginning and end of each market day with an antibacterial solution.
2. **All** surfaces in contact with unpackaged food must be covered at the end of each market.
3. **All** unpackaged food must be covered during transit to the market and during the market with sneeze guards or by other methods.
4. **All** food must be kept off the ground.
5. MPFM is **not** responsible for goods during delivery to the Market.
6. Goods must be delivered and stored in a sanitary and dust free state and manner.

## **Sample Tastings:**

1. Tasting samples of product **must** be accompanied with individual tasting spoons or sticks and a container provided for their disposal.
2. Tasting samples **must** also be covered.
3. Tasting samples and disposal containers **must** be changed regularly.

## **HANDWASHING**

1. **All stallholders** must avail themselves of the hand washing facilities on the grounds and have their own soap and towel and wash their hands regularly when directly handling food. Where deemed necessary by the Market Manager a stall holder should have a receptacle with a tap for running water and waste bucket at their stall. Antibacterial soaps and creams can be used where running water is not available.

## **SUSEPTIBLE PRODUCTS**

1. All meat, fish and dairy **must** be refrigerated.
2. Observe 2hr - 4hr rule for susceptible food products. (See Food Safety Fact Sheet – 2 Hour 4 Hour guide. Less than 2 hrs can be refrigerated, more than 2 hrs can be used but not re-refrigerated and more than 4 hrs should be thrown out))
3. Shelving should be open to allow air flow, and should not be made of wood.
4. Raw and uncooked foods to be stored separately and raw foods must be stored below cooked foods.
5. Food must be kept at its appropriate serving temperature.

## **STALL HYGIENE**

1. Stallholders are responsible for any refuse left at their site and all refuse must be deposited into the designated bins provided.
2. All stallholders **must** wash all surfaces used for display of food items before and after each market.
3. All stallholders **must** sweep their stall at the end of each market.
4. Ensure takeaway containers, lids, straws, eating and drinking utensils, ice cream cones and food promotional items are correctly protected from contamination.
5. Cleaning chemicals must be kept separate to food and utensils.
6. Name and contact number of stallholder must be available at site.
7. Electrical and gas equipment must have current compliance tags.

## **STAFF**

1. All stall staff must be trained in all food safety procedures.
2. Personal items need to be kept separate from food and utensils.
3. Staff suffering from food-borne illnesses must not engage in any type of food handling that may result in food contamination.

## **APPENDIX C**

### **MEMBERSHIP**

Annual MPFM membership is \$50 (inclusive of GST)

MPFM member benefits include:

- 10% discount on produce at all stalls
- MPFM shopping bag
- Member voting rights as outlined in the MPFM Constitution
- Regular newsletter
- Regular special offers and discounts
- Support of this community project
- Publicity / promotion as determined by the MPFM
- Personal / product / company information listed on MPFM website
- All Stallholders must be members before selling at the market.

### **POWER**

Refrigeration facilities are the responsibility of individual stallholders. If you require refrigeration and do not yet have access to your own cool room / refrigeration etc, please contact the Market Manager to discuss.

To ensure adequate power supply, the introduction of additional powered appliances such as cash register, frying pans, heaters, fans, scales etc can only be done so upon discussion and arrangement with the Manager.

Mt Pleasant Farmers Market Board

August 2020