

Armidale Farmers' Market (AFM)

Market Information and General Terms and Conditions

Introduction

The Armidale Farmers Market is an Incorporated Association with the following Aims & Objectives:

- I. Provide a suitable environment for farmers, hobby farmers, community and home gardeners, and food producers from within the region to sell farm origin food products and associated value-added processed food products directly to customers.
- II. Provide customers with regular supplies of fresh food produced within the region, direct access to farmers, hobby farmers, community and home gardeners, and food producers, and a competitive alternative to large scale commercial food retailers (such as supermarkets).
- III. Encourage the growth of community participation in growing food for sale at the Armidale Farmers Market.
- IV. Support and promote the viability and growth of farmers, hobby farmers, community and home gardeners, and food producers in the region.
- V. Promote a sustainable approach to consumer behaviour by providing an outlet for the sale and purchase of quality second hand goods.
- VI. Provide an interesting event appealing to and inclusive of all members of the community.
- VII. Add to the value and diversity of attractions for visitors to Armidale.
- VIII. Engage in ongoing promotion to maintain community awareness of the Armidale Farmers Market as an event, the value of direct access to local and seasonal produce and the benefits of sustainable consumer behaviour.

General

1. Stallholders agree to abide by the market Terms and Conditions and the Stall Holder Code of Conduct.
2. All stall applications and market related questions are to be directed to the AFM Committee via armidalefarmersmarket@gmail.com or phone 0476 539 204 or by post to Armidale Farmers' Market Assoc. at PO Box 1388, ARMIDALE NSW 2350.

Applying for a Stall

3. All prospective stallholders must complete and lodge a Stall Application Form by at least by 5:00 p.m. on the Wednesday prior to the market. Stall

applications will be considered by the AFM Committee, or a representative of the Committee, taking into consideration the aims and objectives of the Market.

4. Stallholder applications may be referred to the next Committee meeting, following receipt of the application, for consideration.
5. The AFM Committee reserves the right of refusal to stallholder applicants. A prospective stallholder who is refused an application for a stall may apply to the AFM Committee, in writing, for a review of the decision to refuse an application. This will be considered at the next Committee meeting, following receipt of the request for review.
6. Stalls will be given greater priority by the AFM Committee where they meet the Aims & Objectives of the Armidale Farmers Market.
7. The geographical area from which the Armidale Farmers Market will primarily accept stallholders is within the bounds of Tamworth (South), Glen Innes (North), Coffs Coast (East) and Narrabri (West).
8. Stallholders from outside this geographical area will be allowed, at the discretion of the AFM Committee, if their product adds to the diversity of the market.
9. Stall Applications are approved based on the products described in the Stall Application Form. Stall Holders must submit a new Stall Application Form if there are any changes to the products on sale.

The Stall fee is \$25.00 per 3m x 3m area unpowered, and \$35.00 per 3m x 3m area powered. This entitles stallholders to a stall frontage of 3 meters for selling their products.

10. The stall fee for a community information stall (not selling goods or services) is \$10.00.
11. The AFM Committee reserves the right to change the size, shape and position of any stall site(s) as may be necessary to allow market stalls to better fit within the park.
12. Stallholders may apply for a powered site. The applicant is required to specify, on the stallholder application form, what electrical appliances will be used. Any electrical cables must comply with Occupational Health and Safety Requirements.

Stall Classification

13. *Farmers Market Stall* – this is a stall for producers selling food products and associated value-added processed food products which are produced, caught, grown or raised locally, or non-edible products which are grown or produced locally.

14. *Local Food Stall* – this is a stall for local food businesses selling ready-made food products made by the business.
15. *Miscellaneous Goods Stall* – A limited number of stalls may be allocated to stallholders wishing to sell second hand goods, craft items, services etc.
16. *Community Information Stall* – A limited number of stalls may be allocated to local Community Non-Profit Organisations wishing to provide information to the general public about their group, organisation or service. These stallholders must not harass or heckle the public. These stalls are provided at a discounted rate and are not provided with a car parking space within the market.

Special Provisions relating to Food Stalls

17. A food business is required to sell safe and suitable food in accordance with the *NSW Food Act 2003, Food Regulation 2004 and Food Standards Code*.
18. A food business must comply with the NSW Food Authority's *Food Handling Guidelines for Temporary Events*, available from www.foodauthority.nsw.gov.au or Armidale Dumaresq Council's Environmental Health Officer.
19. Stallholders must take all practicable steps to protect food from adverse environmental conditions and contamination during transport and in displaying goods offered for sale (eg. sunlight, dust, pests).
20. The AFM Committee is required to notify the NSW Food Authority with the details of all stallholders selling any type of food products. The name, address, contact number and details of the type of food will be notified.
21. Stalls using any form of heat or flame should carry appropriate fire control devices such a fire extinguisher and fire blanket.

Special Provisions relating to Second Hand Goods Stalls

22. Stalls selling second hand goods must do so at their own risk. Stallholders expressly agree that Armidale Farmers Market Inc bears no responsibility for assessing the safety or otherwise of second hand goods, and expressly agree that Armidale Farmers Market Inc bears no liability whatsoever for any claim for compensation arising from the sale of second hand goods.
23. Second hand toys, electrical goods and dangerous goods are excluded from coverage under the Armidale Farmers Markets' Liability Insurance and stallholders selling those goods expressly agree to obtain their own insurance for those products.

Arrival and Departure

24. The Market will be open to the public between 8.00am and 1.00pm on market days.
25. Stallholders may commence setting up their stalls from 6.30am and Stall holders must be finished setting up by 8am.
26. Stallholders must vacate the park by 2.30pm.
27. No vehicles are permitted to enter or leave the market between 8.00am and 1.00pm except in cases of emergency (you must seek permission of the AFM Committee).
28. Upon arrival at the market, Stallholders must liaise with the AFM Committee about the location of their stall, prior to setting up. Stallholders are not permitted to change the location of their stall without the permission of the AFM Committee.
29. Stallholders must park vehicles directly behind their stall or in the surrounding public car park.
30. The speed limit for vehicles around the market area is 5km/hr.

Other

31. In accordance with the *the Smoke-free Environment Act 2000*, the Market is a smoke free zone.
32. All stallholders must confirm their attendance by 5:00 p.m. on the Wednesday prior to every market. This confirmation may be by phone call, text or e-mail. If this confirmation is not received, the AFM Committee reserves the right to allocate the stall site to another stallholder.
33. The AFM Committee reserves the right to review and reconsider stalls.
34. All stallholders must reapply for a stall at least annually.
35. Stallholders must not to harass the public or other stallholders.
36. As children will be in attendance, no products, goods or behaviour that could be considered offensive may be displayed.
37. Stallholders are encouraged to use recyclable packing (eg. paper bags).
38. Market Days will be the first and third Sunday of every month. The Market will not operate on Christmas Eve, Christmas Day, Boxing Day, Anzac Day, New Year's Day, or when clashes occur with other events on the site.

39. The AFM Committee reserves the right to change the location of the market if required. In such an event, best efforts will be made to contact stallholders and the public. However this cannot be guaranteed.
40. Stallholders are responsible for providing all of their own equipment such as tables, trestles, gazebo's and display materials.
41. As rubbish bins are limited, stallholders are asked to take their own rubbish home with them. Please ensure that all items and rubbish are removed and the stall site and surrounding area is left clean and tidy.
42. All market stalls are to be conducted from secure, prefabricated structures or furniture, within the individual stall boundaries. Stalls and any associated signs, weather protection devices or other equipment must be securely parked/fastened/tied down in order to prevent accidental damage, collapse or injury, including during adverse weather conditions and in accordance with any relevant manufactures' instructions.
43. No stall is to have a wall exceeding 3m x 3m (unless they have applied for additional space and this has been approved by the AFM Committee) and all stalls shall have an exit of minimum 800mm width to an adjacent space to afford a ready means of egress for site users.
44. Stallholders are responsible for ensuring that there are no health or safety risks associated with their stall.

Cancellations

45. The AFM Committee reserves the right to cancel a market for any reason, such as extreme weather or other. In such an event, best efforts will be made to contact stallholders and the public. However this cannot be guaranteed.
46. The AFM Committee reserves the right to cancel a stallholder booking in the event that the stallholder fails to comply with the Stallholder Code of Conduct.
47. Any stallholder booking cancelled under clause 44 may apply to the Armidale Farmers Market Committee, via its public officer, for a review of that decision.
48. Stallholders cancelling their attendance must make best endeavours to advise the AFM Committee by at least 5:00 p.m. on the Wednesday prior to market day. An inability to do this may incur payment of the normal stall fee. The best mode of contacting the AFM Committee at short notice is via mobile 0476 539 204.

Insurance

49. Stallholders must provide evidence of an appropriate public and product liability insurance 'Certificate of Currency' All stallholders must have their certificate of currency available for inspection at every market. Stallholders

may apply to be included under the Armidale Farmers Market Insurance Policy for an additional fee of \$5. This may be provided on a temporary basis.

Market Website, Facebook & Use of Logos

50. Armidale Farmers Market has a website and Facebook page used to promote the Armidale Farmers Market and Stallholders.
51. Stallholders may provide their logo and any photographs and other material suitable for inclusion on the Armidale Farmers Market website and Facebook page and The Armidale Farmers Market may reproduce and publish that material for the purpose of promoting the Armidale Farmers market.

Market Safety Procedures

52. These procedures are site specific for stallholders attending the Armidale Farmers Markets located in Curtis Park Armidale. These procedures cover the hazards, control measures and site safety rules that apply to each area of the Market site.
53. No vehicles are to be driven within Curtis Park between 8am and 1pm. Vehicles must enter and exit the park via the allocated driveways and must always be cautious of pedestrian traffic in the park.
54. A First Aid Kit and Fire Extinguisher will be located at the Market trailer.
55. Stallholders bringing any potentially dangerous chemicals on to the Market site, you must notify the AFM Committee and provide a copy of the product Material Safety Data Sheet (MSDS).
56. Stallholders are to secure their sites against wind, rain and storm events. In extreme weather conditions, the AFM Committee may decide to cancel the market for that particular day. All ropes are to have high visibility ribbons attached so as to ensure they are visible.
57. Power leads should not lie on the ground uncovered and, where possible, extension/power cables should be connected overhead so as not to present an obstacle.
58. A frame signs, shelving, baskets and any other material is prohibited outside the designated 3m x 3m stall allotment.
59. All shelters, equipment, fittings or materials used at the Market are subject to a safety inspection. The outward sign of electrical compliance with the Act will be an Electrical Test Tag to AS3760. All leads and cables must be secured in a manner so as not to create trip hazards. If any shelters, equipment, fittings or materials are deemed not to comply with OH&S regulations, or are considered to be unsafe for any reason, they shall be removed from the site at the expense of the Stallholder.

60. Any injury regardless of how minor must be reported to an AFM Committee member who will assist with first aid and record the details of the injury.

31st August 2015