



INCORPORATED ASSOCIATION NO A00662066V

ABN: 79 626 688 496

1. OUR PURPOSE

As a Victorian Farmers Market (VFMA) accredited market, The Wangaratta Farmers' Market (WFM) is part of Victoria's thriving community of genuine farmers markets.

As a non-profit community association, we strive to create an awesome community experience where local producers and makers, visitors and members of our region's community meet, connect and gather around a shared love of fresh, seasonally and locally produced products.

We have been playing a major part in supporting the growth of a thriving regional food system since 2014.

Our consumers are assured that our stallholders only make and sell locally grown and/ or made produce and products.

2. OUR AIMS

- **For Consumers:** to provide a greater range of quality, local products available for purchase with the opportunity to directly connect with and support local producers and makers.
- **For Local Producers and Makers:** to have a sustainable market outlet to help sustain a viable income, obtain direct consumer feedback, test products and build networks.
- **For Our Community** to promote and support a thriving and sustainable local food system and community founded on access to fresh, local, seasonal produce and quality handmade products.

ELIGIBILITY AND APPLICATION PROCESS

3. NO POLITICAL CANVASSING OR ELECTIONEERING

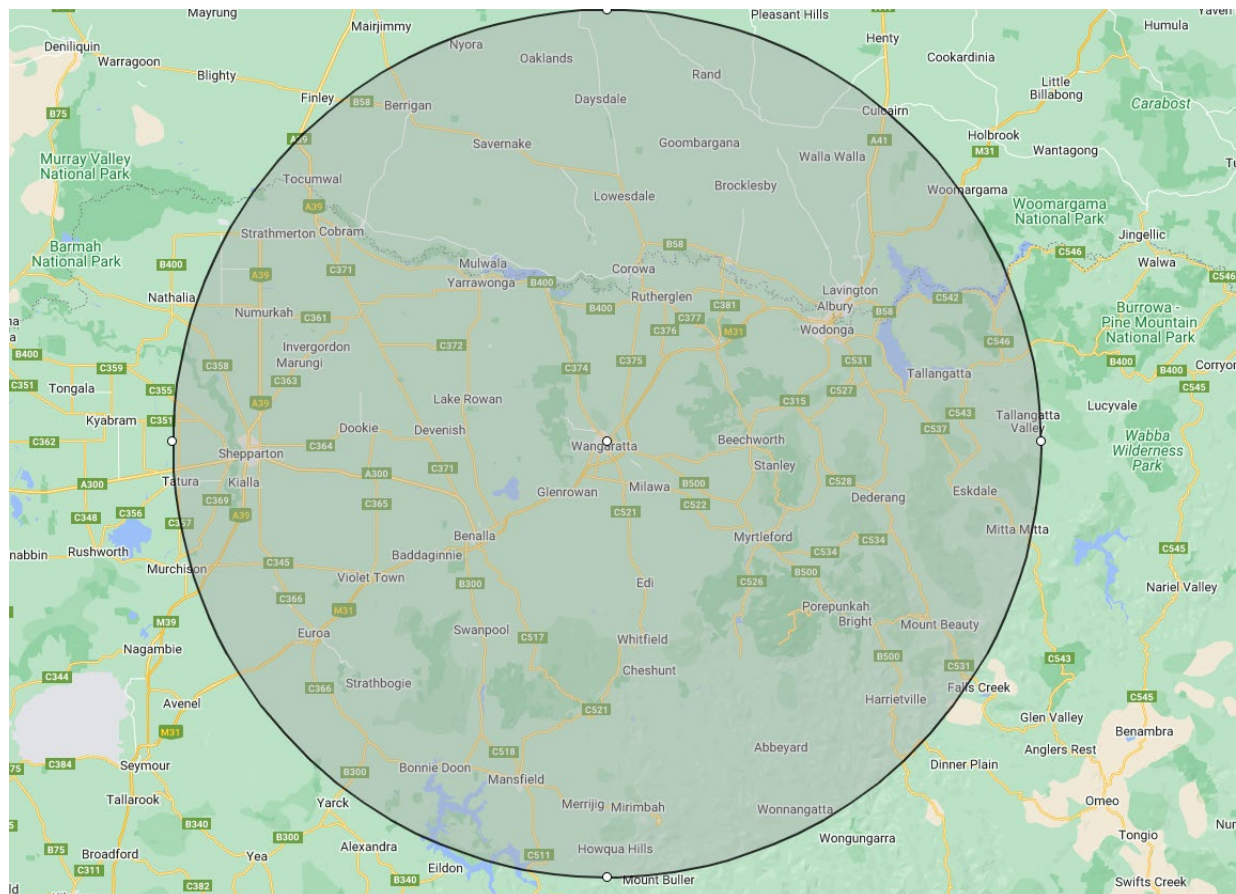
- Wangaratta Farmers Market Inc. reserves the right to prohibit electioneering or canvassing on behalf of political parties and/ or movements

4. NO RESELLERS

- Resellers are not permitted to trade at the Wangaratta Farmers' Market.
- Stallholders contravening this requirement or failing to accurately describe their products may have their trading terminated and forfeit their payment.

5. OUR CATCHMENT

- Regional growers, producers and makers who reside **within 100kms of Wangaratta** are **eligible** to apply to become a stallholder.
- Where no similar product is available within the region then the perimeter may be extended at the discretion of the market organisers.



6. STALLHOLDER MIX

- To ensure a sustainable market, our stallholder mix will be limited to **no more than three vendors with the same product offering at any one market.**
- We strive to ensure our market mix is made up of **75% VFMA accredited stallholders.** Preference will be given to VFMA farm-based and non-farm-based members

- VFMA accreditation does not guarantee all accredited produce can be sold at the market
- The stallholder mix will be determined by the Market Steering Committee with great care taken to ensure that new stalls complement and extend our current stallholder mix to ensure vendor and market sustainability
- If a strong complement of existing regular stallholders is established, new trading opportunities may be limited and subject to a waitlist

7. STALLHOLDER APPLICATION PROCESS

Prospective Stallholders are requested to **submit their applications at least 1 month in advance** for consideration and may book sites for up to 12 months.

Applicants **will be notified within two weeks** upon acceptance or rejection of the Stallholders application.

To be considered, your application needs to accurately:

- Specify the nature of your stall and the types of product/s to be sold
- Demonstrate that your goods are of high quality, locally grown or made value-added products using locally sourced ingredients made and offered for sale by you, the producer or maker
- Comply with appropriate Fair-Trading Rules in relation to pricing, produce and product processing, packaging and labelling (e.g., nutrition advice, weights and measures, proof of origin). This includes only using the term “organic” when the product has been certified as organic and providing evidence if a product is claimed to have met a specific standard e.g., Extra Virgin Olive Oil.
- That you accept our authority to verify producer information and to investigate any queries or complaints.

8. MARKET MANAGEMENT

Our market is overseen by the Wangaratta Farmers’ Market Management Committee with day-to-day coordination undertaken by our Market Coordinator.

The role of the Committee and Market Coordinator is to:

- Assess Stall Holder applications against the eligibility criteria and make decisions regarding approval.
- Determine the number of Stallholders and sustainable mix of local producers/ value added products and handmade goods
- Maintain a Stall Holder Register and regularly review Stall Holder’s compliance documentation in relation to insurances and any other regulatory requirements
- Maintain a waiting List and review this when making decisions regarding stallholder vacancies

- Oversee the operations of the Wangaratta Farmers Market including fee collection, fund raising, promotional activities, entertainment and product demonstrations.
- Implement changes to Market policies or operations and inform stallholders and relevant stakeholders of these changes

9. SPECIAL ELIGIBILITY REQUIREMENTS FOR LOCAL MAKERS OF ARTISANAL PRODUCTS

- The Management Committee reserves the right to limit the number of Makers stallholders in any one market to ensure preference is given to VFMA accredited local growers and producers
- Products are hand-made by you
- Over 40% of your product's raw material are sourced within 100 kms of Wangaratta
- No more than two (2) Local Makers stallholders selling similar handmade goods at any one monthly Farmer's Market
- If your organisation is a recognised local not-for-profit artisan/ maker cooperative or group:
 - a. No more than 2 members rostered to your stall may sell goods on behalf of other members at any one time

STALLHOLDER TERMS & CONDITIONS

1. PAYMENT OF FEES

- Payment is required to 5 days prior to market day to secure a site. An electronic invoice will be emailed prior to a market day.
- No refunds will be given for adverse weather conditions.
- No refunds will be given for cancellations where notice is given less than 10 days prior to a market day
- A clean up fee will be charged if a site is left in an unacceptable condition
- In the event of the market being cancelled by the Market Management Committee prior to market day, fees paid will be credited in full.

2. ADVERSE WEATHER

This is an all-weather market and will operate as such. Stall holders must be prepared for adverse weather.

- Stallholders may pack up their stall due to adverse weather conditions but may not move unless permission is given by the Markets Co-ordinator.

- No refunds/credits will be given for the cancellation of bookings by the Stallholder due to adverse weather conditions, by the
- The Wangaratta Farmers Market will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.

3. STALLHOLDER CODE of CONDUCT

All stallholders at the market are expected to behave in a co-operative manner.

Co-operative behaviour includes:

- Staffing their stall with at least one person who has knowledge of the production process of any items for sale and not permit any other person or businesses to occupy their site;
- Acting honestly, fairly and with courtesy and respect in all interactions with the Wangaratta Farmers' Market Committee, Market Coordinator, other Stall Holders and the wider Wangaratta Community:
- Refraining from any aggressive, discriminatory or inappropriate behaviour towards VFMA staff, market managers, other stallholders, customers and community members:
- Adhering to OH&S standards for safety:
- Following the direction of market co-ordinator, including in relation to the goods that may be sold at their stall:
- Seeking the permission of the market co-ordinator before bringing new products to market:

VFMA members have agreed to support the purpose of the VFMA and are bound by its Rules of Association and the Accreditation Handbook.

4. STALLHOLDER INSURANCE AND COMPLIANCE

- All stallholders must hold and supply on request a Current Certificate for Public Liability Insurance cover to the value of \$10 million.

The Stallholder must also comply with:

- All appropriate legislative and regulatory requirements including Health and Occupational Health and Safety and relevant Employment legislation with regard to their stall employees or volunteers:
- All instructions of Market Management including the allocation of sites, to be decided by Management prior to Market Day:
- If providing food, comply and be registered with the Rural City of Wangaratta and produce evidence of current Council Licence for Food Production and a Food Safety Assessment Certificate via Streat Trader).

5. SITE ALLOCATION

Site allocation is at the sole and total discretion of the **Market Management Committee and Market Co-ordinator**.

6. ARRIVAL, SET UP, AND BUMP OUT

In relation to Market operations the Stall holder will:

- Set up their site between **6.45am to 7.45am** and **remain on site until 12.00pm**
- Ensure that all marquees, tables, storage boxes etc are **safely secured or weighted down and any guy ropes are kept within the site dimensions**.
- Ensure **no stakes are driven into market grounds** to secure stalls
- Ensure no vehicle movements **from 8.00 am until 12.00 pm or until the public have vacated the site and it is safe to do so**.
- Take great care when driving on the market site and to **limit their speed to walking pace**.
- **Will ensure to arrive within arrival times**. Late arrivals will not be allowed entry to the Market and will forfeit their payment.
- **Leave their site and surrounding area clean and tidy** including storing and removed any rubbish as bins onsite are for patron use
- **Not smoke** anywhere in the immediate Market grounds

7. PERMITTED STALLHOLDER VEHICLES

Refer to **Wangaratta Farmers Market Fees and Charges Schedule** for onsite parking fees, charges and number of on-site parking spaces –(attached)

In relation to permitted stallholder vehicles:

- Vehicles other than those approved and booked will not be allowed to park or remain on the market site;
- Stallholders are required to pre-book and pay for on-site parking fees at time of booking
- Limited on-site parking is available – see Fees and Charges Schedule for number of available on-site parking spaces
- Ample parking is available for stallholders within close proximity to the market.

8. STALLHOLDER USE OF POWERED EQUIPMENT

Note that only a limited number of market sites have access to mains power. Wangaratta Farmers Market does not supply access to an electrician.

Refer to **Wangaratta Farmers Market Fees and Charges Schedule** for power charges and number of powered sites available (attached)

In relation to the use of powered equipment, Stallholders agree to:

- Stipulate their power requirements in their application and / or monthly booking form and submit any amendments for approval prior to market day.
- Pre-book and pay power charges at time of booking
- Ensure compliance with electrical equipment testing and tagging and where relevant, provide a current Gas Checklist prior to market day.

For further information please go to www.esv.vic.gov.au

- Only operate generators with prior approval of the Market Coordinator
- Not to operate engines or other equipment which produce smoke, pollution or unpleasant odours.

9. MARKET INDEMNITY

- The Stallholder's Insurance indemnifies the Wangaratta Farmers Market against any damage, claim, proceeding, lawsuit, action, order judgement, settlement, expense, cost or liability arising from or in relation to any action, negligence or failure on your part or on the part of your employees or agents causing any loss, injury or damage, including any consequential damage or loss to any person or entity, including other Stallholders, the general public, you or others, whether such action, negligence or failure occurs in the space occupied by you or elsewhere but arises out of your occupancy or anything connected with your site occupancy
- The Stallholder is responsible for any loss or damage to the Stall Holder's property whilst enroute or on site.

10. DISCLAIMER

Wangaratta Farmers Market Inc. and its representatives will not be held responsible for any loss or damage to person or property howsoever caused including the negligence of Wangaratta Farmers Market Inc. or its representatives or agents and including loss or damage arising out of weather conditions or the cancellation of the event.

11. TERMINATION OF TRADE

Participation may be terminated without compensation: if our Terms and Conditions are contravened or if safety is compromised in any way; or for any other reason nominated by the Market Co-ordinator.

12. DISPUTE RESOLUTION

All complaints by customers, stallholder applicants or stallholders are to be made in the first instance to the Market Co-ordinator.

The Market Co-ordinator will investigate all complaints (*except those in relation to the Market co-ordinator*) informally and will endeavour to resolve the complaint to the satisfaction of the complainant and the Market Co-ordinator in a timely manner.

Should complaints not be resolved to the satisfaction of the complainant and Market Co-ordinator, a formal, written complaint, can be lodged made by the complainant in writing via email to the Management Committee: wangarattafarmersmarket@gmail.com

The Management Committee will respond within 30 days of receipt of a grievance. No further correspondence may be entered into following the provision of the Management Committee determination the grievance.

13. PRIVACY STATEMENT

In accordance with the Privacy Act 1988 (and subsequent amendments) Wangaratta Farmers' Market (WFM) requests your agreement to the following:

- By providing the information requested, I agree to WFM collecting, using and disclosing my personal information.
- I understand that the information provided may be disclosed to third parties including but not limited to, local, state and federal government departments and agencies, tourism organisations, other market organisations, food groups, restaurants etc
- I understand I have the right to request access to, and correct, any personal information that the WFM holds about me subject to the provisions of the Privacy Act 1988
- I will inform WFM of any changes in my personal information as they occur.

14. STALLHOLDER CONSENT

I consent to the Wangaratta Farmers market Stallholder **Terms and Conditions**.

Business Name	
Stallholder first and last name	
Signature	
Date	

Office use only	
Received by	
Date	