

# The Richmond Farmers & Makers Market Charter

## Preamble

This Charter is drawn from the Australian Farmers' Markets Association (AFMA) recommendations for successful, best practice farmers' markets and is compatible with the charters of similar organisations that adhere to the mission and charter of the AFMA.

## What is a Farmers' Market?

AFMA defines farmers' markets as those that are:

**'Predominantly fresh food markets that operate regularly within a community, at a focal public location, that provide a suitable environment for farmers and food producers to sell farm-origin and associated value-added food and plant products, directly to customers.'**

AFMA views this definition as representing an authentic best practice farmers' market. That is, a food market where the stallholders are only the farmers, their families or farm staff. The emphasis is placed on farm-direct and artisan or specialty-made food products. Other non-edible products can be offered for sale including plants, seeds, flowers, worm farms, compost, fodder and small livestock like poultry.

## AFMA Mission

Farmers' Markets operate with multiple beneficial aims. The four primary aims are:

1. To preserve farmland and sustainable agriculture.
2. To support and stimulate the profitable trading, viability and business growth of independent primary producers, hobby farmers, community and home gardeners, and associated artisan produce value-adders.
3. To provide customers with regular supplies of fresh food and access to improved nutrition.
4. To contribute to the economic, social and health capital of the host community.

## Sustainable Competitive Advantage

Farmers' markets provide many unique benefits that give them a strong competitive advantage and distinct identity over other mainstream food retailers. This status is critical to ensure benefits continue and accrue for farmers and value-add food producers, for customer loyalty and a sustainable trading environment.

As food globalisation expands and food quality reduces, farmers' markets can offer local communities, consumers and farmers significant economic, environmental, health, and social benefits.

- **Economic benefits** for farmers through the provision of a ready-made low cost marketplace to sell their produce direct with greater profit margins and opportunity for food business incubation using on-site cost effective market research.
- **Environmental benefits** through reduced packaging and 'food mile' transportation, and greater opportunities for farmer knowledge transfer and collaborative environmental on-farm activities e.g.: shared composting, Landcare.
- **Health benefits** through public food and nutrition education, community based food security programs and consumer incentive to increase fruit and vegetable and other nutrient-dense food consumption, and a guaranteed fresh food product.
- **Social benefits** through revitalisation of towns and public spaces and facilitation of interaction between consumers and producers and increasing consumer satisfaction knowing they can support 'local'.



The farmers' market sector encompasses farm businesses, value-added food makers, market operators and managers, state-based farmers' market associations, and consumers.

## 1. Introduction

The Richmond Farmers & Makers Market (RF&MM) is an initiative of Richmond & Coal River Valley Promotions Inc (R&CRVP), a not-for-profit Incorporated Association. The market is open every Saturday from 9.00am to 3.00pm at the Richmond Town Hall, Bridge Street, Richmond, Tasmania.

- Richmond Farmers & Makers Market adheres to the Australian Farmers' Market Association (AFMA) mission and charter and is subject to governance by that organisation.
- It began operating on 10 January 2015 and has operated weekly since then.
- It operates as a collective with its management and stallholders aiming to make the wide range of high quality Tasmanian foods accessible to the local and tourist communities.
- It supports farmers and producers growing and making fresh produce and value-added foods in the Coal River Valley and surrounding districts.

### The Purpose of Richmond Farmers & Makers Market is to:

- Provide an avenue for growers / makers of food from the Coal River Valley and surrounding districts to sell directly to the customer.
- Ensure the successful establishment, continued development and sustainable operation of Richmond Farmers & Growers Market.
- Support the production and sale of a diverse range of local fresh, value-added and seasonal produce at the market.
- Provide a promotional outlet for the existing businesses in Richmond and the Coal River valley.
- Promote the practice of sustainable food production in the local area.
- Enable access to produce through a market that brings people together as a community to share in and celebrate food.

### Purpose of the Charter

The Richmond Farmers & Makers Market Charter has been developed to establish and protect the authenticity of the RF&MM, guided by Australian Farmers' Market Association (AFMA) mission and charter and the RF&MM mission statement. The Charter outlines the rules and standards for the products that are sold at the RF&MM.

Any exception to these rules is at the discretion of the Richmond & Coal River Valley Promotions Inc and will be made in consideration of the best interests of RF&MM.

### Review

This Charter is current as of 30 November 2014.

A Charter review will be conducted by 30 November each year. Updates may occur and be notified from time to time.



## 2. Roles and Responsibilities

### Code of Behaviour

It is expected that the Market Managers, Committee members and stallholders act with courtesy and respect towards each other and visitors to the market.

### The Manager and Assistant Manager

A R&CRVP Market Manager and Assistant Manager (Market Management) will be appointed on a rotational basis to manage the day-to-day operations of the Richmond Farmers & Makers Market and are responsible to the Market sub-committee of the R&CRVP (the Committee). The Committee ensures that Richmond Farmers & Makers Market achieves its strategic and operational objectives by efficiently and effectively managing, promoting and developing the organisation and its activities. The Managers ensure the organization operates safely, efficiently, effectively and within all relevant organisational parameters including the R&CRVP Rules of Incorporation, RF & MM Charter, resolutions of the Committee, Clarence City Council event permits, relevant legislation, Australian standards, policies and any service / funding agreements.

The Managers provide timely information and advice to the Committee and the Richmond Farmers & Makers Market members and report to the Committee on any matters that warrant its attention. The Managers are the R&CRVP 'Public Officers' in accordance with the Associations Incorporation Act 1995 and the R&CRVP Rules of Incorporation.

### The Committee

The Committee is elected at the R&CRVP Annual General Meeting and is responsible for the delivery of the organisation's objectives, setting its strategic direction, upholding its values and adhering to its Constitution and Charter. In doing so, the Committee:

- Report to the President of the R&CRVP Inc.
- Sets the strategic and operational goals for the Richmond Farmers & Makers Market and;
- Appoints, gives direction to and supports the Market Manager and Assistant Manager,

Committee Members carry out the aims and objectives of the association on behalf of all members, reflect the Richmond Farmers & Makers Market mission and values, communicate well and often with the Market Managers, follow Committee protocols and act within the R&CRVP Rules of Incorporation.

Committee membership includes representation from both producers and consumers to ensure that both views are respected and supported.

Within the Committee, an Executive Committee is appointed, comprising of the President, Deputy President, Secretary and Treasurer of the R&CRVP. This group has the responsibility to manage urgent decisions that need RF&MM Committee approval in consultation with the Market Managers. A Deputy is appointed for each Executive Committee member and may be appointed for other important Committee positions as well. The Committee may also appoint Sub-committees as required.

The Executive Committee has the power to override any decisions previously made that are in the best interests of the Richmond Farmers & Makers Market.



## Stallholders

All stallholders must be farmers, producers or artisan food makers who live in the Coal River Valley and surrounding districts and grow or make the products they offer for sale. Stallholder responsibilities are outlined in the Stallholder Guidelines.

The Committee will assess applicants to ensure that a range of producers and products are represented according to the Richmond Farmers & Makers Market checklist. We endeavour to represent a broad range of producers within, though not confined by, the produce groups outlined below:

- \* Vegetables / Fungi / Fruit
- \* Meat / Seafood / Poultry / Small Goods / Game
- \* Dairy / Ice Cream
- \* Eggs
- \* Honey / Jams / Preserves / Condiments
- \* Selected crafts made from natural materials
- \* Oils / Nuts / Grains / Pasta
- \* Bread / Baked Products
- \* Wine / Beer / Cider / Juice / Other Beverages
- \* Flowers / Plants / Herbs / Seedlings / Compost and mulch
- \* Ready-to-eat food



## 3. Origin of Produce and Production

All produce for sale at Richmond Farmers & Makers Market must originate from Tasmania. The market sells only food, beverages, plants and selected craftworks. Stallholders may only sell approved products that are itemised in their application / agreement.

### Eligible Produce

Three types of food produce are eligible for sale at the Richmond Farmers and Makers Market:

- Primary Produce grown in the Coal River Valley and surrounding districts by the stallholder (or a family member or staff member directly involved with growing the produce or production).
- Value-added Products made (preserved, baked, pickled, brewed etc) by the stallholder, within the Coal River Valley and surrounding districts, with at least 50% of the ingredients grown and / or milled in Tasmania.
- Ready-to-eat food approved by the Committee, primarily made from Tasmanian market ingredients with at least 50% of the ingredients grown and / or milled in Tasmania and meeting regulatory health and safety requirements.

### Stall options

*Single stall* - This is the preferred arrangement at Richmond Farmers & Makers Market. The stallholder must be directly involved in the growing or production process of the food or value-added products offered for sale and must be in attendance at their stall at each market. Family members may also work at this stall with the producer (bread is the current exception if bread makers are up all night the night before baking, in which case the next of kin or business partner is permitted to attend on their behalf).

*Sharing a stall* - Producers are encouraged to have their own stall but may share a stall site if they are selling produce / products that they have been directly involved in producing. They must receive prior approval from the Committee or Market Management and are responsible for their own product's food safety standards and insurance. Each producer is acknowledged through signage and all proceeds must go back to the grower or maker. Producers may attend together or on a rotational basis. This is to provide smaller producers / enterprises with an outlet for produce or where profit margins are minimal or amount of produce offered does not warrant a single stall e.g. walnuts, apricots, truffles, new small enterprises. Each of the stallholders must be members and complete separate Stallholder Membership Agreements.

*Approved stallholder selling on behalf of another approved stallholder* - On a case-by-case basis, the Committee may approve a producer to sell on behalf of another producer if both producers are members of Richmond Farmers & Growers Market, and have approved stallholder membership agreements, required permits and insurance. For example, if a stallholder is on leave for a week, their produce is non-perishable and they still want to be represented at the market; if Richmond Farmers & Makers Market would like to showcase a rare niche product such as wasabi for the benefit of the market and Tasmanian food innovation; or if a farmer / producer is undergoing tough times and is able to be supported at the market by another



stallholder.

### Reselling

Reselling, on-selling or wholesaling is defined as selling fresh or processed foods that have not been produced by the stallholder. Reselling is not permitted at Richmond Farmers & Makers Market.

### Farm / Production Site Inspection

Each approved stallholder may be visited prior to trading at the market to verify the details listed in their application (i.e. products listed in the application are grown / produced by the business). This inspection may be conducted during the application or renewal process.

Produce / product audits are conducted to ensure market authenticity. Richmond Farmers & Makers Market may conduct an annual on-farm / business products audit of each stallholder and reserve the option to conduct further product audits if deemed necessary.

Market Management will also conduct regular stall inspections to ensure they are selling only approved produce.

### Promotion of Organic and Biodynamic Produce

Richmond Farmers & Makers Market will only allow stallholders to promote their produce and practices as Organic or Biodynamic if they are currently certified by a recognised organisation. Certification copies are to be provided with applications.



# Richmond Farmers & Makers Market Stallholder Guidelines

## 1. Market Operating Conditions

Richmond Farmers & Makers Market is held at the Richmond Town Hall and surrounding area every Saturday morning from 9:00am to 3.00pm – except where specifically notified.

- Trade must not begin before 9:00am and must not cease before 3.00pm.
- All stallholders will meet at intervals to be notified, to run through emergency and evacuation procedures.
- Richmond Farmers & Makers Market is a smoke-free zone.
- Richmond Farmers & Makers Market stallholders are responsible for the control of noise, ensuring minimal disturbance of residents. No public address system announcements are to be made prior to the commencement of the market. After this time, announcements will be at the discretion of Market Management.
- Richmond Farmers & Makers Market stallholders are responsible for maintaining the Richmond Hall and surrounds in a clean and tidy condition. All stallholders are responsible for removing their own rubbish and other waste products.



## 2. New Stallholder Applications

All prospective vendors must complete a **Stallholder Expression of Interest (EOI) Form** for a Licence to Trade at the Richmond Farmers & Makers Market.

This form is to be submitted to the Committee who will assess the application and make a recommendation to R&CRVP Inc. This process may include an inspection of the business premises.

All information provided to the Richmond & Coal River Valley Promotions Inc in the Expression of Interest and Membership forms must be full, truthful and comply with the Richmond Farmers & Makers Market Charter.

Richmond & Coal River Valley Promotions Inc will not be liable for any expenses associated with establishing or conducting a business or stall.

*Note: The RF&MM Market Committee reserves the right of final decision regarding all stallholder applications.*

If approved you must then submit the documents detailed in the Step-by-Step Application Process and pay the annual Richmond Farmers & Makers Market membership fee and relevant site fees on time.

### Richmond Farmers & Makers Market Licence to Trade

A Richmond Farmers & Makers Market Licence to Trade is granted for stall space and the sale of specified products and is valid for 12 months, renewable each year in December.

The Committee reserves the right to cancel a Licence to Trade at any time if the stallholder breaches the Charter and / or market rules (please refer to Breach of Rules section).

### Sale of business and Licence to Trade:

- A Richmond Farmers & Makers Market Licence to Trade is non-transferable and is cancelled with the transfer of ownership of a stallholder's business.
- The vendor must inform a prospective new owner that prior to the sale of a business a new Stallholder Expression of Interest must be completed, submitted and approved to ensure their eligibility to become a stallholder.





- A Licence to Trade must be approved and issued before a new owner is able to trade at Richmond Farmers & Makers Market.

### Additional Products

Market Management must approve any new additional products, not listed on the application form, to be offered for sale by any vendor, in writing before sale commences.

### Sharing Stalls

Where two producers share a single stall space and operation, both producers will need to complete separate stallholder applications, provide necessary documentation and site fees will be modified to accommodate two producers. Both producers are required to attend the market either together or on a rotational basis.

### Annual Renewal of Licence to Trade

**ALL** Richmond Farmers & Makers Market Stallholders will need to renew their membership and submit a new Expression of Interest form at the beginning of December. Details will be updated and a new Licence to Trade will be issued to commence on 1 January.

In addition, stallholders must renew and demonstrate that they have a valid \$10 Million Certificate of Currency for Public and Product Liability insurance, which covers them at the Richmond Farmers & Makers Market site as well as their site of production, and Clarence City Council Food Business Registration each year.

## 3. Stallholder Responsibilities

### Bookings / Cancellations

- Bookings must be confirmed (with payment) with Market Management no later than 10:00am Wednesday prior to each market day.
- Cancellations: site bookings can be cancelled no later than 10:00am Wednesday prior to market. There will be no refund of site fees for late cancellations or non-appearance on market day.
- Extenuating circumstances will be handled at Market Management's discretion.

### Assignment of Stalls

Assignment of stalls will be on a first-come, first-served basis, however, priority will be given to regular weekly stallholders, taking into consideration powered sites near power outlets.

If you have a regular site and leave for more than four consecutive weeks your space will be forfeited. Market Management will try to give you your original site, however if a new regular stallholder has filled that gap, they will not be asked to move. (If farm commitments or produce seasonality require a longer absence, prior negotiation with Market Management is advised).

Stall distribution is at the discretion of Market Management in line with the best interests of the Richmond Farmers & Makers Market. A site plan of the set-up will be kept by Market Management and will be on display at the Richmond Farmers & Makers Market information stall on market days.

Richmond & Coal River Valley Promotions Inc reserves the right at any time to alter the size, shape and position of site plans as may be necessary for the best interests, risk management and legal requirements of the market.



## Quality and Presentation

Richmond and Coal River Valley Promotions Inc aims to present an array of authentic high quality Coal Valley and surrounding districts origin produce at the Market. Stallholders' contribution includes:

- Offering fresh, high quality, seasonal and regional produce and value-added food products;
- Keeping marquees and trestle tables clean, tidy and professional;
- Decorating stalls to attract customers and draw attention to specific produce;
- Placing stall name on marquee;
- Clearly pricing all products.

Market Management reserves the right to refuse the sale of goods not considered of an acceptable standard under Food Safety Australia and New Zealand (FSANZ) food safety regulations.

## Packaging

- Wherever possible, packaging should be biodegradable and / or recyclable.

## Parking

Stallholders are required to park their vehicles in the Franklin Street car park before 9.00am, once they have completed setting up their stall. There is a walkway from the car park to Bridge Street and the market environs.

## Occupational Health and Safety (OH&S)

Richmond & Coal River Valley Promotions Inc believes that the safety of market visitors, staff, volunteers and stallholders is paramount in the operation of the market.

All stallholders are responsible for ensuring that the set-up and operation of their site is safe and that they abide by RF&MM's Risk Management and Emergency Evacuation Procedures.

The primary objectives of the RF&MM Market Risk Management and Emergency Evacuation Procedures are to ensure that:

- All incidents / accidents are recorded, reported, investigated, assessed for risk, and have control measures implemented and monitored;
- All incidents / accidents are recorded on an incident report; and
- All reports and investigations are retained and the information analysed to monitor health and safety performance.

Stallholders are required to comply with their statutory obligations for OH&S including:

- Complying with legislative requirements.
- Possessing appropriate licences and certificates to undertake their business.
- Complying with Richmond & Coal River Valley Promotions Inc reporting mechanisms (Richmond Farmers & Makers Market Incident Report) during the term of their participation in the market.



- Demonstrating adequate insurance cover for their operations (public liability and product liability both at site of production and at the Richmond Farmers & Makers Market site).

Stallholders shall ensure that they:

- Report any market related injury / hazard / near miss immediately or at least within 24 hours of it occurring;
- Assist in any incident / accident investigation and offer suggestions on actions taken to prevent a recurrence.

When a stallholder identifies a hazard or near miss event they shall:

- Immediately isolate the hazard to protect others from injury.
- Report the hazard or near miss to Market Management.
- Complete the appropriate documentation within 24 hours of the event occurring.
- Assist in any investigation.

When an employee or stallholder is involved in an incident:

- Market Management shall be contacted to assist the ill or injured person as required;
- The incident / accident shall be reported to Market Management as soon as possible after the event occurring.
- A First Aid Kit and First Aid advice are provided at the Richmond Farmers & Makers Market Information marquee.

## Breach of Rules

Failure to adhere to the rules of the Charter may result in the cancellation of your approval to trade at any time.

A Licence to Trade will be cancelled after a verbal warning and a written warning have been given to a stallholder. If a serious breach occurs, then a Licence to Trade can be cancelled immediately.

Any action as a result of a breach of the rules will be at the discretion of The Richmond Farmers & Makers Market Committee.



## 4. Legal and Regulatory Requirements

### Food Business Registration

Clarence City Council requires all businesses selling food or beverages to provide a Temporary Food Business Licence or Food Business Notification Form (available from the Clarence City Council or their website).

Clarence City Council provides free online food safety training to assist food handlers in developing the required skills and knowledge to ensure food is handled in a safe and hygienic manner.

### Signage

- All vendors must have signs that display their name and address in a prominent manner whilst trading at the Richmond Farmers & Makers Market.
- All prices must be clearly marked or signed.



## Labeling

All vendors must comply with appropriate FSANZ labeling regulations and acquire any necessary licenses (e.g. RSA for alcohol sales) or regulatory industry permits for selling or producing their products.

## Weights & Measures

- Vendors who weigh goods on site must use certified scales as required under the Trade Measurement Act 1999.
- Vendors who pre-pack must also use certified scales, as required under the Trade Measurement Act 1999, and weight must be listed on packets.

## Food Safety

When selling at the Richmond Farmers & Makers Market, stallholders and their employees must comply with the applicable Tasmanian legislations and regulatory requirements. These include the Food Act 2003, Food Safety Standards and the Raw Egg Manufacturing Controls 2008. As a minimum:

- All produce and containers of produce must be kept at least a metre off the ground.
- All produce offered for sale must be in accordance with applicable chemical withholding periods.
- All stalls must have overhead protection and ready-to-eat foods shall be pre-packaged or protected with sneeze guards.
- All perishable products (including living products such as bean sprouts) must be stored at 5°C or below whilst at the market and during transport to the market.
- Hot food must be kept in a food heater at a temperature of not less than 60° Celsius until sold unless it is sold immediately after preparation. A suitable thermometer registering from -20° to 100°C is required.
- No boxes displaying brand names other than the stallholder's own may be used to display product for sale.
- Processed foods must be processed in a facility approved by Clarence City Council and properly packaged and labeled under clean and sanitary conditions.
- Dried fruit and shelled nuts sold in an unpackaged bulk form must be displayed with a cover and conform to approved dispensing methods.
- No live animals, birds, or fowl may be kept or allowed within six (6) metres of any area where food is stored or held for sale (this includes domestic pets).

## Mobile Food Vehicles

Mobile Food Vehicles will need to register the food business with Clarence City Council and adhere to Food Safety Standards and the Building Code of Australia.

## Covered Stalls

If food could be contaminated, Clarence City Council requires that stalls have a roof and three sides of an approved material. This applies to all solid food, ingredients and beverages as well as any foods / beverages available for tasting.

All structures must be secure and must be constructed in accordance with specifications from a certified engineer. The stall should be large enough to accommodate the needs of the food vendor.



Food preparation or storage of food is not to occur outside the stall unless the area is covered and will not cause the food to be contaminated.

### Cooking Facilities

Cooking and heating equipment including open-flame / gas barbecues and cooking plates must not be located within reach of the public. This includes bain-maries.

Stallholders must supply approved fire extinguishers and fire blankets where cooking of food on site is involved.

### Set up, Safety, and Sanitation

The Richmond & Coal River Valley Promotions Inc's goal is to have a safe and aesthetically pleasing market. Therefore:

- No boxes or produce displays may extend into the common customer traffic areas.
- Tables and other display fixtures must be sturdy and not overloaded to a point where they are unstable.
- All shades and shelters must be tied down and secured in all weather conditions or be subject to immediate removal.
- Before transacting any sales, stallholders shall ensure that their selling areas and immediate surrounding grounds are free of any produce trimmings, droppings, or other litter.
- Any trimming of produce must be done so that trimmings fall into a container and not onto the ground.
- Before leaving the market, all litter, toothpicks, and product debris in the stallholder's area, including the area extending halfway into the common traffic area, must be collected regardless if the litter originated in the stallholder's area.
- If a stallholder stains concrete or asphalt during the course of their Richmond Farmers & Makers Market activities, a cleaning charge will be levied if the stallholder at the end of the market does not remove the stain.

### Product tasting

- Product tasting samples may be distributed in accordance with the Council and legislative requirements:
- Tasting samples must be kept in clean containers. These tasting samples must be kept cool and protected from contamination by dust, dirt and insects.
- Toothpicks or disposable utensils must be used to distribute the tasting samples.
- Pits, peels, and rubbish must be disposed of in leak-proof garbage receptacles with close-fitting lids.
- Clean, disposable plastic gloves or hand sanitizer must be used when cutting produce for samples.



- Fresh produce intended for sampling must be washed and clean.
- Utensils and cutting surfaces must be washed and sanitized.
- Cutting surfaces must be smooth, non-absorbent, and easily cleanable.
- No offering of tasting sampling may take place outside of the seller's stall.
- When providing samples of any kind, a rubbish receptacle must be available for public use.

The R&CRV Inc's special liquor permit stipulates that only tastings are permitted onsite at licensed stallholder's stands. No other alcohol is to be consumed onsite and all sales by licenced stallholders are to be of sealed bottles for takeaway only. All licenced stallholders are required to maintain up-to-date Responsible Service of Alcohol (RSA) certificates.

### Washing Facilities

Stalls that prepare and sell food onsite are required to have washing facilities. Covered stalls must have approved separate utensil and hand-washing facilities with warm water.

Hand towels, soap, detergent and/or hand wipes must be provided at all times.

Provision for the washing of utensils and equipment is also required.

### Waste Removal

All rubbish, including vegetable matter, fat, oil and waste liquid, is to be removed from the site by stallholders.

### Regulatory Licences

Regulatory Licences that are related to food safety and businesses, such as meat or dairy, that need a permit to be a producer are to be displayed on stalls and copies given to Market Management prior to selling at the Richmond Farmers & Makers Market.

### Electrical appliances and equipment

Power supply at the market is limited so it is important that you calculate your power requirements accurately in your application form.

To satisfy the Richmond & Coal River Valley Promotions Inc 's obligations under the Workplace Health and Safety Act and in accordance with Australian Standard AS3002/2002, Richmond & Coal River Valley Promotions Inc requires that all leads and electrical equipment be tagged and tested with the stallholder's name on each item, before installation on site.

To assist in calculating your requirements please see information below:



- ◆ 5 Amps = 1200 Watts or 1.2 kilowatts
- ◆ 10 Amps = 2400 Watts or 2.4 kilowatts
- ◆ 15 Amps = 3600 Watts or 3.6 kilowatts
- ◆ 20 Amps = 4500 Watts or 4.5 kilowatts

$W = A \times 240$

$A = W \text{ divided by } 240$

$\text{Volts} = W \text{ divided by } A$

### Indemnity and Disclaimer of Liability

- All Stallholders, Vendors, and Participants ('Vendor') hereby indemnify Richmond and Coal River Valley promotions Inc from any damage, claim, proceeding, suit, action, order judgments, settlement, expense, cost or liability arising from or in relation to any action, negligence or failure on the part of the Vendor their employee or agent causing any loss, injury or damage, including any consequential damage or loss to any person or entity, including other Vendors, the general public, the Vendor or others, whether such action, negligence or failure occurs in the space occupied by the Vendor or elsewhere but arises out of the Vendor's occupancy or any thing connected with its occupancy.
- Richmond and Coal River Valley Promotions Inc will not be held liable for any loss injury or damage to the property or person of the Vendor, their employees or agents due to fire, theft, accidents, heat, cold, delay, disease, weather or any cause whatsoever, and howsoever such loss injury or damage may arise from use or occupancy of the site.
- Richmond and Coal River Valley promotions Inc assumes no liability for any injury, damage or loss resulting or arising from or pertaining to the failure of the Vendor to comply with the provisions of this agreement.
- Richmond and Coal River Valley Inc denies all liability and will not be held responsible for any action or representation made to or by a Vendor its employees or agents where a 'Certificate of Currency' in the name of the Vendor in relation to prescribed insurance cover is not held by the Richmond and Coal River Valley promotions Inc office, or forwarded promptly to Richmond and Coal River Valley Inc upon renewal.

## 5. Membership Fees and Agreement

### Annual Membership Fees - 1 January 2015 to 31 December 2015

Stallholder Member @ \$30.00 incl GST





Payment of membership and site fees by direct credit to:

Account Name: Richmond and Coal River Valley Promotions Inc

BSB: 067103

Account Number: 10469169 **Please cite your business name in the payee reference.**

By Cheque payable to: R&CRV Prom Inc. PO Box 119, Richmond. Tas. 7025

**All Stallholders must be Members before selling at the Richmond Farmers & Makers Market.**

### Stallholder Membership Agreement

I have read, understand and agree to abide by the Richmond Farmers & Makers Market Charter, Risk Management Procedures and Emergency Evacuation Plan.

I hereby declare that the information provided in my application is correct.

As a Richmond Farmers & Makers Market stallholder I agree to abide by the following requirements:

### Requirements

- Only sell fresh, high quality, seasonal and regional produce and value-added food products
- Only sell approved products that are grown in the Coal River Valley and surrounding districts or produced with Tasmanian ingredients (when available)
- Ensure any organic/biodynamic produce is certified by a recognised organisation
- Not sell any products that are not grown or made by me, my family or my employees
- Have my stall set up fully by 9:00am
- Not pack up my stall until the close of market at 3.00pm
- Start selling strictly at 9:00am and stop selling at 3:00pm (not before or after these times)
- Clearly display prices, and business stall name on marquee
- Use certified scales to weigh produce
- Use biodegradable and/or recyclable packaging (especially for food to be eaten on-site at the market)
- Not provide plastic carry away shopping bags and encourage the use of reusable bags or provide biodegradable plastic shopping bags only
- Seek approval to sell any new/additional products by requesting permission in writing to Market Management
- Keep marquees, trestle tables, stall and surrounding area clean, tidy and professional
- Decorate stalls to attract customers and draw attention to specific produce
- Test and tag annually all electrical equipment before installation on site and keep up-to-date

### Rubbish Requirements

- Remove all rubbish, including vegetable matter, fat, oil and waste liquid, from my site



- Remove all rubbish, toothpicks, and product debris before leaving the market from in and around my stall, including the area extending into the common traffic area
- Not to use bins onsite for my rubbish disposal as these are for customer rubbish
- To clean my stall area after each use (if the concrete/asphalt is stained, I agree to be charged a cleaning charge if the stain is not removed by me at the end of the market)

### Legislative/Procedural Requirements

- Abide by all relevant industry, local, state and federal legislation and guidelines in relation to your produce for sale
- Abide by the Local Government Guidelines for Temporary Food Stalls in relation to food display and handling requirements
- Adhere to Richmond Farmers & Makers Market Risk Management Procedures and Emergency Evacuation Plan
- Abide by Richmond Farmers & Makers Market Charter
- Act with decorum and respect towards each other and visitors to the market
- Pay site fees in advance and on time

I agree that Richmond & Coal River Promotions Inc will not be held liable for any loss, injury or damage to the property or person of my stall, my employees or agents due to fire, theft, accidents, heat, cold, delay, disease, weather or any cause whatsoever, and howsoever such loss injury or damage may arise from use or occupancy of the site.

I agree that Richmond & Coal River Promotions Inc will assume no liability for any injury, damage or loss resulting or arising from or pertaining to the failure of me to comply with the provisions of this agreement.

I agree that Richmond & Coal River Promotions Inc denies all liability and will not be held responsible for any action or representation made to or by me or my employees or agents where a 'Certificate of Currency' in the name of me/my business in relation to prescribed insurance cover is not held by the Richmond & Coal River Promotions Inc office, or forwarded promptly to Richmond & Coal River Promotions Inc upon renewal.

I agree for Richmond & Coal River Valley Promotions Inc to use the information I provide about my business and me for the purposes of Richmond & Coal River Valley Promotions Inc promotional activities and local/state/federal government departments and agencies.

I give Richmond & Coal River Valley Promotions Inc permission to use and publish photographs taken of me/staff and my stall at the market for promotional purposes.

I agree to indemnify Richmond & Coal River Valley Promotions Inc from any damage, claim, proceeding, law suit, action, order judgment, settlement, expense, cost or liability arising from or in relation to any action, negligence or failure on the part of me, my employee or agent causing any loss, injury or damage, including any consequential damage or loss to any person or entity, including other Vendors, the general public, myself or others, whether such action, negligence or failure occurs in the space occupied by me or elsewhere but arises out of my occupancy or any thing connected with its occupancy.



**BUSINESS NAME (PLEASE PRINT):** .....

**SIGNATURE:**.....

**NAME (PLEASE PRINT):**.....

**DATE:** .....

**WHAT NEXT:** please print pages 16-18 of this document; initial pages 16 and 17; sign page 18; scan and email to [richmondvillagemarket@gmail.com](mailto:richmondvillagemarket@gmail.com) or post to Richmond & Coal River Valley Promotions Inc with the other documents detailed in Step 3 of the application process.

Please retain a copy of these documents for your reference.

