**BERMAGUI GROWERS AND MAKERS MARKET INC.**

**RULES AND PROCEDURES FOR STALLHOLDERS (Version 231124)**

**This document may be amended by the Market Committee at any general meeting.**

**At a glimpse: Summer 2023-24**

**Market time:**  **3.30pm every Thursday from 9 November 2023 until advised**

 **We are an all-weather Market**

**Stallholders must not trade before 3.30pm**

**Venue:** **The old bowling green, Bermagui Country Club**

**Stallholder arrival:**  **From 2.30pm; No vehicle movements after 3pm**

**Membership** **Fee:** **$30 per year (No GST (Goods and Services Tax) payable)**

**Stall** **Fee:** **$20 per attendance per 3m x 3m site**

**To apply for a** **stall: Contact us for a form contact@bermimarket.au**

**Stallholders must have:**

* **$20 million Products & Public Liability specific to your stall and products**
* **Proof of compliance with all regulations relevant to your product**
* **A 3 x 3m marquee with pegs or weights**

**More questions?** **It’s all in this document. Please read before applying.**

**PURPOSE AND VALUES**

Our Market exists to connect our community with our local growers and makers. We value and advocate for a robust local food network and small and emerging businesses. We welcome growers and makers of quality produce and products.

We are a not-for profit Association. Our Market and projects benefit our members and community collectively. We work together collaboratively to this end.

We value community participation as a foundation of resilience. We are volunteer-run and encourage our members to participate in running the Market. Our members are invited to volunteer their time and skills for the benefit of all.

**DEFINITIONS**

**Association –** Bermagui Growers and Makers Market Inc is the incorporated Association that conducts the Market

**Market –** the event conducted by the Association

**Committee –** the elected body that coordinates the Market

**Coordinator –** the Committee member responsible for supervising the Market during set-up, opening hours and pack-down; the Committee member responsible may change each week

1. **PURPOSE OF THE RULES**

This document (‘Rules’) explains the purpose, structure and operations of the Bermagui Growers and Makers Market (‘Market’). It serves as a guide for stallholders and the Market organisers. The Rules include the code of conduct, procedures, and rules for stallholders.

The Rules are designed to ensure the smooth running of the Market and that stallholders meet legislative and health requirements.

To operate at the Market, stallholders must accept and agree to abide by these Rules.

The Rules are governed by our Constitution, which is a legally binding document.

The Rules may be amended by the Association Committee at any general meeting.

1. **LEGAL ENTITY**
* Bermagui Growers and Makers Market Inc. is an incorporated Association, managed by a voluntary Committee elected by its members (‘Committee’)
* All development applications and agreements with landowners and other key stakeholders for the Market are between the Association and the relevant parties.
* Stallholders operate as independent businesses within events coordinated by the Market, in compliance with the Constitution and Rules and at the discretion of the Committee.
1. **ADMINISTRATION**
* The Committee has the sole authority to represent and manage the Market, and to delegate this authority as circumstances require.
* The Association aims to foster a friendly and cooperative spirit; the administration of the Market will be consultative and serve the shared interests of all stallholders.
* The Committee will maintain regular contact with all stallholders and provide feedback and notices in a timely, constructive, and equitable manner.
* The Market will be conducted in accordance with the Association constitution, Bega Valley Shire Council Development Application DA2019.427, government regulations, tenancy contract with the Bermagui Country Club and the terms and conditions of the Association’s insurance policies.
1. **MARKET OVERVIEW**

**4.1 OBJECTIVES**

The Association provides a curated Marketplace for customers to access locally

grown or made products from growers and producers or their agents.

The Market aims to:

* Provide a place of connection for our community and local growers and makers
* Provide a safe and welcoming environment for the sale of food and non-food products
* Contribute to sustainability of local growers and makers
* Contribute to the well-being of our community
* Encourage tourism to our region

**4.2 SERVICE TO STALLHOLDERS**

Stallholders must be members of Bermagui Growers and Makers Market Inc. In exchange for an annual membership fee and weekly fee from each stallholder, the Association provides to Stallholders:

* The Market venue, including development applications and agreements with landowners and other key stakeholders
* Venue public liability insurance for space external to stalls (NB. This does not reduce the liability of stallholders’ business activities, property, or products; Stallholders must hold their own Product and Public liability insurance)
* General Market promotion

The Market does not service the needs of individual businesses or offer a product monopoly to any individual stallholder.

**4.3 PERMITTED STALLS AND PRODUCTS**

Permitted:

* Products grown or made by the stallholder within 250km of the Market (Our Development Application allows us to extend the distance to 500km to ensure supply of quality products to the Market, if a suitable equivalent is not available in sufficient quantity locally)
* Primary food products
* Drink products
* Secondary food products: Food products made by the stallholder or local makers, ideally featuring local ingredients
* Tertiary food products: Ready to heat meals made locally by the stallholder, ideally featuring local ingredients
* Non-food products made by the stallholder or local makers
* Performance: Busking or curated entertainment (maximum of one ‘act’ at any time)
* Local organisations providing a direct community service, for the purpose of disseminating relevant, non-political information and community support (maximum one stall per Market; Maximum one attendance per calendar year by any one organisation)
* Fund-raising for local benefit. 100% of proceeds must go to the benefit. Items sold for the benefit do not have to be made locally (e.g. holiday as a raffle prize)
* Medical and beauty products
* Beauty and therapeutic services

Not permitted:

* Any product grown or made more than 500km from the Bermagui Post Office
* Second-hand goods
* Live animals
* Medical services and procedures
* Political stalls
* Petitions other than any established by the Market to support Market-related objectives
* Tertiary services or businesses unless specified in the Rules
* Ready to eat meals (Anything larger than a sample or small snack must be negotiated with the Country Club by the Committee)
* Products requiring the use of fire, gas burners or heated oil must be negotiated with the Country Club and the Market’s insurer by the Committee before approval

**4.4 MARKET LOCATION AND OPERATING DAYS/TIMES**

* The Market is held on the old bowling green at Bermagui Country Club every Thursday afternoon, commencing at 3.30pm. The day and time may change with two weeks’ notice if it coincides with an event that could impact negatively on sales e.g. Christmas Day.
* The Committee determines the time and location of the Market in consultation with stallholders. The calendar will be set every six months in February and August. The Market dates and time will be published on the Market website.
* The Market operates in all weather. The Market will only be cancelled if conditions are unsafe.
* The Market may be moved inside to the Bermagui Country Club auditorium at short notice at the discretion of the Committee; however, the auditorium is not guaranteed to be available in the event of unsuitable weather. Stallholders should assume the Market will be outside.
* A Market may be cancelled at short notice by the Coordinator in the interest of public safety or in the event of extreme weather
* The Committee will appoint a Coordinator who is responsible for managing individual Market events. The Coordinator will determine Market layout and has authority to resolve issues in accordance with the Rules.
* The Market location may change.
* In fairness to each other and to provide a consistent customer experience, stallholders may not sell at the Market before the specified start time or pack down or leave the Market before it closes. The Coordinator will announce when the Market is open and when it is closed.
* The Market will usually operate for a minimum of 1.5 hours, weather permitting. The close time will be determined by the Coordinator in consultation with stallholders present.
* Stallholders must stay for the duration of the Market. One-off exceptions must be negotiated with the Coordinator before the stallholder sets up for the Market.
1. **MARKET CODE OF CONDUCT**
* The Association fosters a culture of support and cooperation between Committee, stallholders, landowners, and customers. All these stakeholders should deal with each other in a respectful, courteous, co-operative, and professional manner.
* Stallholders must honestly and transparently represent the provenance and production methodologies of their products to customers. Product claims must be honest and compliant with regulations.
* Antagonistic, abusive, threatening, racist, sexist, or discriminatory language or behaviour will not be tolerated in any circumstance.
* Online reference by stallholders to the Association, Market, other stallholders and customers must uphold the code of conduct and broader Rules.
* Stallholders must uphold public safety and take prompt, appropriate and transparent action to address any safety issues.
* Stallholders must comply with the Rules of the Market.
1. **STALLHOLDER RULES & RESPONSIBILITIES**

**6.1 Compliance with legislation and stakeholder agreements**

* Stallholders must hold their own Products and Public Liability insurance for a minimum of $20 million and present a certificate of currency to the Committee before selling at the Market.
* All products must meet the appropriate government Health, Fair Trading or regulatory (and other relevant) requirements, including the rules relating to intellectual property, food production, pricing, nutrition advice, labelling and declaration of the weight of the products offered for sale.
* Production techniques for all products offered in the Market must comply with applicable regulations relating to growing, processing, packaging, transporting, and handling.
* Stallholders are responsible for ensuring their products and processes are compliant with regulations. The Committee may suspend membership and stall bookings without compensation if evidence of compliance cannot be provided by the stallholder.
* Before applying, food growers and producers must check whether they have a legal requirement to apply for a food notification number from the NSW Food Authority ([www.foodnotify.nsw.gov.au](http://www.foodnotify.nsw.gov.au)) Or to register as a food producing business with their local council.
* The Committee reserves the right to refuse the sale of goods not

considered of an acceptable standard under the ANZFA food safety regulations.

* Product descriptions must be accurate, honest, and not misleading.
* Produce must not be described in any way that could be construed by a customer as organic unless it is certified organic; however, signage such as “no chemicals used” or “pesticide free” are acceptable.
* Stallholders must have unambiguous evidence that substantiates all product claims.
* Stallholders who have goods to be sold by weight, must weigh the goods on certified scales.

**6.2 Quality assurance**

* All stallholders are expected to maintain standards of freshness and high quality.
* Stallholders are responsible for the decoration and the maintenance of their site in a clean and tidy condition in either a marquee or a table. All stallholder-supplied equipment must be secured for safety.

**6.3 Stallholder applications and registration**

* All stallholders must complete the application process for membership and to conduct a stall, and be approved by the Committee, before being allowed to attend the Market. Online form is on the ‘Info for Stallholders’ page at [www.bermimarket.au](http://www.bermimarket.au)
* All new applications for stalls are considered on the selection criteria of:
1. The applicant is eligible and agrees to become a financial member of the Association and pay a stall fee for each attendance.
2. The applicant holds the required Product and Public Liability insurance, specific to their products and services
3. The applicant can provide evidence of compliance with government and council regulations, if requested
4. The applicant can verify the provenance of all items for sale and that they are all grown, caught, or made by the applicant or other local growers and makers within 500km of the Bermagui Post Office. NB. In compliance with our DA, preference is given to products grown and made located within 250km of the Bermagui Post Office. A product grown or made 250-500km from the Bermagui post office may be sold only if there is insufficient supply of that product available from within the 250km radius.
5. The applicant demonstrates commitment to upholding the Code of Conduct
6. The applicant agrees to and upholds the Conditions of the Bermagui Growers and Makers Market
* The Association will not offer a product monopoly to any stallholder.
* Stalls are not transferable. Any substantive change in ownership of a stallholder’s business requires the completion of a new stallholder application and approval by the Committee.
* Stallholder registrations expire on 30 June each year; renewal is automatically approved unless the Committee votes to suspend a membership.

**6.4 Allocation and forfeiture of stall spaces**

* Allocation of stall spaces is determined and confirmed by the Committee or Coordinator, usually as stallholders arrive. Stallholders must stay within their allocated spaces.
* Stallholder locations are likely to change at each Market.
* The layout of the Market varies week-to-week to accommodate the changing number of stallholders, club events, etc. Please be flexible and contribute to discussions.

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* The Market Coordinator reserves the right at any time to alter the size shape and position of the Market layout as may be necessary for the operational management, risk management, customer experience and legal requirements of the Market.

**6.5 Stallholder fees and payments.**

* Stallholders must pay an annual membership fee of $30 before trading
* Stallholders must pay an agreed weekly fee, set by the Committee, currently: $20
* The Market is not registered to collect GST
* Fees are reviewed annually by the Market Committee.
* Fees are payable via EFT before attending. The Treasurer will provide bank account details. Receipts will be issued.
* Stall fees are not refundable, except if the Committee cancels a Market before the start time.

**6.6 Stall Sharing and payment of shared stall spaces**

* Sharing of a stall space must first be negotiated between the proposed applicants and then approved by the Committee.
* The primary applicant will be responsible for ensuring compliance of all products with government regulations and the Rules and be the primary contact for the stall.
* Stallholders may act as an agent for other producers and makers at the discretion of the Committee
* All products must be covered by a $20 million Products and Public Liability of the supplier
	1. **Stallholder attendance and cancellations**
* The Market is an all-weather event. Stallholders should assume the Market is operating regardless of the weather.
* All stallholders are required to confirm their attendance with the Committee no later than **5.00 pm on the TUESDAY prior to the Market Day.**
* Stallholders are invited to join a Messenger chat group to receive updates
	1. **Insurance**
* The Market holds $20 million public liability to cover the Association and its management of the Market.
* Stallholders must hold their own Products and Public Liability insurance policy for $20 million.
* Stallholders must present their certificate of currency to the Committee before commencing trading.
* For stalls selling products grown or made by others, the primary contact must hold the insurance policy and accept liability for all products on their stall as their own.
1. **GENERAL OPERATIONAL RULES**

**7.1 Vehicle access**

* Subject to the number of stalls booked in, each stallholder may bring one vehicle onto the bowling green.
* Large commercial vehicles or trailers may not be able to access the bowling green. Stallholders should discuss their access requirements with the Committee in advance.
* Stallholders and their workers may park their vehicles behind their stall, in accordance with any instructions given by the Coordinator.
* Vehicles are not to block access ways or impede pedestrian or vehicle traffic.
* Standard road rules apply within the Market site. Stallholders must observe a walking pace speed limit and must be accompanied by a walking escort when reversing.
* Vehicles may not move within the Market boundaries during Market hours or within 30 minutes prior to the Market start time, unless by arrangement with and escorted by the Coordinator.
* The Coordinator may change vehicle access arrangements week to week.
* Vehicles may not be parked on adjacent Crown land.

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**7.2 Pets and Live animals**

* Stallholders and the public may bring dogs to the Market at the discretion of the Bermagui Country Club and the Association but must keep them at a distance from other patrons, stalls, and food preparation areas, and always keep them on a lead.
* Officially registered Companion animals owned by stallholders and customers are permitted in all areas of the Market.

**7.3 No Smoking**

* In accordance with our Development Application, smoking is not permitted at the Market.

**7.4 Clean-up**

* All stallholders must clean up their site and remove all rubbish and equipment before departure.
* Stallholders must return borrowed items to the storage location.
* Stallholders are asked to assist with pack down of the Market’s signs

**7.5 Securing marquees**

* Marquees must be secured with leg weights or pegs. It is the responsibility of the stallholder to ensure their marquee is weighted sufficiently to prevent it moving.
* The Market has some leg weights to loan to stallholders, free of charge. These must be collected and returned to the Bermagui Country Club by stallholders each Market day. Availability of the weights is not guaranteed. The weights remain the property of Bermagui Country Club.

**7.6 Signs**

* Stall signs must be within a stallholder’s space only and not be a trip hazard
* Signs must be secured
* Signs may not advertise products and services that are not available at the Market
* Any stallholder selling alcohol must display signage required by government regulations

**7.7 Balloons**

* Balloons are not permitted at the Market

**7.8 Power**

* The Market has a limited number of powered sites available. Stallholders should plan with the Coordinator in advance of the Market.
* Stallholders must provide their own extension leads (approx. 50m to power outlet)
* Extension leads must be covered to prevent trip hazards.
* All powered equipment and leads must be tested and tagged by the stallholder.
1. **Covid-19 Plan**
* Stallholders must comply with the Market’s Covid-19 Plan, available when applicable at [www.bermimarket.au](http://www.bermimarket.au)
* The Covid-19 plan is a dynamic document and will be amended by the Committee to comply with government health directives and advice. It is the responsibility of stallholders to remain abreast of changes to the plan.
* Stallholders are responsible for ensuring their business’s own compliance with all health regulations and government directives.
1. **Market Promotion**
* By attending, stallholders give their consent for them, anyone selling on their stall, and their produce to be named, photographed, filmed, or recorded by the Market or a Market-approved party for the purposes of promoting the Market without fee or requirement of acknowledgment. These photos may be used by the Market in perpetuity.
* Other Commercial photography of the Market is subject to approval by the Committee or Coordinator.
* Stallholders are asked to tag bermagui growers and Makers Market and check-in to either the market or Bermagui Country Club on their Facebook posts. Please also add #gourmetcoasttrail as the market receives a free membership to the trail and is promoted to its subscribers for free.
1. **Market Committee**
* The Market is coordinated by the Market Committee
* The Committee comprises up to 7 members, elected by the stallholders annually
* The Committee is a volunteer activity that operates for the benefit of the Market collectively
* The Committee is responsible for:
	+ Co-ordinating the Market
	+ Determining membership
	+ Broad curation of the Market
	+ Promoting the Market
	+ Maintaining effective relationships with our property owner, the Bermagui Country Club
	+ Administering the Market in line with the Market constitution, rules of Fair Trading NSW and the Associations Act
	+ Maintaining the Market’s insurance and required documentation of incidents
* The Committee is not responsible for:
	+ The business decisions or customer relationships of individual stallholders
	+ Ensuring customers or income for businesses
* The Committee acts to create a platform for stallholders to reach and connect with our community. Stallholders are expected to support the development of the Market and its customer base by attending regularly and supplying the Market with a regular and consistent supply.
1. **EMERGENCY PROCEDURES**
* **In any emergency, dial 000 immediately**
* **The Market Coordinator or Club’s warden will instruct to evacuate, if required**
* **Emergency assembly point is on the 9th green of the golf course**
* **If evacuating, leave everything and assist others to the assembly point if safe to do so**
* **The Club will manage liaison with emergency services**
* **Do not return to the Market site until advised it is safe by emergency services**
* **Stallholders must report any safety incident to the** **Coordinator**
1. **COMPLAINTS AND DISPUTE RESOLUTION**
* Dispute resolution is governed by the Association’s Constitution, available at [www.bermiMarket.au](http://www.bermimarket.com.au)
* The Code of Conduct and the Rules for stallholders set the basic standard applied by the Market management when dealing with disputes between management, stallholders, or customers.
* Disputes between stallholders are to be reported to the Coordinator for resolution. If the dispute cannot be resolved by the Coordinator and the relevant parties on site without impacting on the customer experience, the resolution process will continue outside of Market hours. The Coordinator may provide an interim ruling, which stallholders must observe.
* For significant disputes, the Coordinator or Committee may invite other stallholders to have input and may offer a vote on a course of action.
* Stallholders in minor breach of the Code of Conduct and broader Rules will be given notices by the Coordinator to rectify breaches as follows:
* one verbal notice to rectify the breach within a set timeframe
* one written notice to rectify breaches that continue beyond an agreed timeframe

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* The Coordinator may immediately suspend a stallholder’s approval to trade for a major or repeated breach, for the period of one Market.
* Attendance at the Market by stallholders is subject to the Committee’s approval. The Committee may suspend or revoke approval if stallholders do not uphold the Market’s ethos, Rules, or agreements with key stakeholders.
1. **RULES REVIEW**
* These Rules for Stallholders apply to all Market stallholders.
* The Committee may amend the Rules to meet business and operational requirements at any general meeting.
* The Rules are reviewed annually by the Committee.