

CHARTER of the KALANGADOO FARMERS' MARKET

AIM: To create a suitable environment for the successful trading of locally produced food to promote a thriving food industry in our region and also to showcase local art and craft.

- OBJECTIVES:**
1. To encourage passionate people to provide customers with fresh or freshly made nutritious food.
 2. To encourage passionate artists & artisans to exhibit for sale their works of art and craft.
 3. To create an environment for social interaction and comfort.
 4. To provide an educational program for customers to promote an interest in food, art and craft.
 5. To promote local clubs and services by their involvement in catering.
 6. To provide an area in the church for quiet reflection on the higher things of life, in keeping with the original dedication of the building.

DEFINITIONS & REQUIREMENTS

Kalangadoo Farmers' Market Inc: An incorporated Association that has not-for-profit status.

KFM Committee: The committee of management of the Kalangadoo Farmers' Market (KFM) Inc Association, consisting of members of KFM, who will be stall holders and other community members. The KFM Committee will carry out the aims and objectives of the KFM on behalf of all members. The KFM Committee will advise the KFM Manager and be in control of funds generated, for the success of the market.

KFM Manager: Person responsible for the day to day running of the market, including the selection and organization of the stalls. The KFM Manager will report to the KFM Committee.

Stallholder: A grower or producer of goods that have been grown or made within our region. This can include employees or family of a producer business.

Guest Stallholder: A producer from outside our region, trading goods that are not readily available within our region at a particular time. The producer must comply with State Border disease controls. The guest stallholder does not have to be a member of the KFM.

Caterer: A provider of value-added food or drink at point of sale. Caterers will be invited by the KFM Committee and will include local charity, service, sports & recreational groups.

Agent: A person elected to sell goods on behalf of another member.

Our Region: The area covered in the South East telephone directory (SO7) including the Councils of Grant, Mt Gambier, Wattle Range, Robe, Naracoorte, Kingston, Tatiara and the Coorong and far western Victoria, up to and including Heywood & Portland.

Products to be sold:

- All primary products must be grown in our region.
- All value-added products must be manufactured in our region, preferably from local produce.
- Art & craft should be created by artists and artisans from our region, preferably from art materials from our region.
- Fair Trade and similar overseas products (which benefit small businesses in developing countries) can be sold as a fundraiser for the running of the KFM.

Authenticity of products: The KFM reserves the right to visit the stallholder's premises to verify the authenticity of the origin of production. This may be done on an annual basis.

Types of Food Products Eligible for Sale:

Type 1: Primary produce – grown or caught in our region by the producer stallholder (e.g. fruit, vegetables, meat, eggs, seafood, honey, nuts, plants, flowers).

Type 2: Value-added product – manufactured by the stallholder within our region, preferably made with ingredients sourced from our region (e.g. jam, preserves, oils, wine, bread, dairy, juice, soap, craft, artwork).

Type 3: Value-added food at point of sale (coffee, tea, sausage sizzle).

Mix of Produce: A guide will be set by the KFM Committee, but the KFM manager will have the ultimate say, week by week, for the viability of the market and the benefit of the customers.

Produce Grades: Premium grade is first choice produce. Second grade produce is encouraged for the economical buyer. Third grade produce can be for jam or sauce and must be labeled as such. No food is to be presented for sale that is unmarketable (see definition).

Unmarketable food: Any products that show marked evidence of pest & disease infections and over ripeness (except where sold for jam/sauce). Primary produce that does not comply with chemical withholding periods or with visible signs of chemical residue.

Food Safety: All food products must be safe for human consumption. All value-added food producers must have a Food Notification No. (obtained free from your Council).

Stallholders Agreement:

- An application form must be filled out.
- Enclose all relevant paperwork & certificates – regulation permits, licenses, food notification no., insurance certificate of currency for public liability and product liability.
- The stallholder should preferably be a member of the KFM and pay the annual membership fee.
- A fee per week should be paid or other arrangements agreed by the Committee.
- A detailed map of the location of the farm or place of manufacture must be presented.
- The KFM Manager can reject an application. Appeal may be made to the KFM Committee.
- Certificate of currency for insurance is to be supplied annually.

Ethical Produce: Products from businesses which are managed in an ethical manner, avoiding degradation or exploitation of nature or our environment. Pest & disease management is by natural or biological methods. Businesses who demonstrate these principles will be preferred in the KFM.

Membership: There will be one membership for both the stallholders and the community.

- It is open to anyone and is valid for each calendar year.
- A card is issued, colour coded for each year.
- The card must be presented to receive a 10% discount from all stallholders except from the caterers. Stallholders are entitled to ask to see the current membership card to give the discount.
- The fee will be set by the KFM Committee and will be reviewed at the AGM each year.

Fees for Stallholders:

- Will be set by the KFM Committee and will be reviewed at the AGM each year.
- Includes an inside hall site of 3X3m or outside site of 3X4m (the sites for art & craft in the church are smaller) for regular weeks. Events may be different.
- Includes general public liability insurance for accidents not related to your stall.
- Includes management and administration costs.
- Includes promotion of the KFM.
- Includes access to rainwater in the kitchen – please use sparingly.
- Use of electricity will incur an extra fee per week.

Hours: Saturdays 10am – 1pm except where specifically notified. Stallholders can start to set up at 8.30am and must be gone by 2pm.

Hygiene:

- KFM is a smoke-free zone.
- Place all rubbish in the bins or take it away with you. Keep waste to a minimum.
- The stall and space provided is to be kept clean & tidy.

Indemnity: All stallholders and participants indemnify the KFM Inc Committee from any costs or damages arising from or in relation to any action, negligence or failure on the part of the stallholder, their employee or agent causing any loss, injury or damage, including any consequential damage or loss to any person or entity, including other stallholders, the general public, the stallholder or others, whether such action, negligence or failure occurs in the space occupied by the stallholder or elsewhere but arises out of the stallholder's occupancy or anything connected with its occupancy.

All stallholders and participants indemnify the KFM Inc. from any damage, claim, proceeding, suite, action, order judgment, settlement, expense, cost or liability arising from The KFM Inc. will not be held liable for any loss injury or damage to the property or person of the stallholders, their employees or agents due to fire, theft, accidents, heat, cold, delay, disease or any cause whatsoever, and howsoever such loss injury or damage may arise from use or occupancy of the site. The KFM Inc. assumes no liability for any injury, damage or loss resulting or arising from or pertaining to the failure of the stallholder to comply with the provisions of this agreement.

The KFM Inc. denies all liability and will not be held responsible for any action or representation made to or by a stallholder, its employees or agents where a 'Certificate of Currency' in the name of the stallholder in relation to prescribed insurance cover is not held by the KFM Inc. office, or forwarded promptly to KFM Inc. upon renewal.

Reselling: Resale of products is allowed only for products that have been grown or made in our region and complete knowledge of the product is known. The Fair Trade stall, by its very nature, is allowed to resell. Some ecologically friendly products can be resold to encourage sustainable living.

Occupational Health & Safety: All stallholders are responsible for the OH & S of their own site. Fire extinguishers and fire blankets are present in the Hall and Church. A First Aid Kit is in the kitchen of the Hall. A qualified First Aider will be present at all times. In the event of fire, assemble in the car-park or on Eliza St, whichever is appropriate.

Displays: All stallholders must have a prominent sign that displays their name & address. Prices must be clear to the customer.

Stall Assignment: A site for each stallholder will be assigned as close to their needs as possible. Priority will be given to regular stallholders. The final decision will be made by the KFM Manager, considering risk management and legal requirements of the market.

Bookings: Preferably one week before the market, to the KFM Manager in person, fax or by email.

Cancellations: No later than the Wednesday evening before the market.

Sharing a Stall: Is allowed, providing both stallholders are members and have filled out their application form with the appropriate paperwork.

Labelling of Products: All stallholders must comply with the appropriate ANZ Food Act labelling regulations.

Auditing of Stalls: To ensure the integrity of the KFM and to maintain a high standard of food and products for our customers, each stall will be checked periodically on market days by the KFM Manager. The audit will be constructed by the KFM Committee and corrective measures decided by them. This will include checking of any weights and measures used.

Electrical Equipment: All electrical cords used must be tagged by a qualified electrician.

Plastic bags: Are to be used only for plant sales. Paper bags are encouraged.

Insurance: Stallholders will have to show a certificate of currency for public liability to the value of \$10mill and product liability. Those who wish to store products in the Hall or Church must have their own contents coverage. (Please discuss with the Manager if there is a problem with this)

Community Stall: A stall will be available for the community to use for the selling of produce for themselves or for the benefit of a charity, service, sport or recreational group. A raffle is acceptable. A donation for the KFM funds will be asked for the use of this facility of 10% of sales.