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# WILLUNGA FARMERS MARKET

## CODE OF PRACTICE 2019/20

### Our Vision

The Willunga Farmers Market strives to be South Australia's premier regional farmers Market bringing Fleurieu Peninsula farmers, producers and community members together for authentic, fresh, locally grown produce.

### Values Statement

*We lead a sustainable, community minded, spirited farmers Market.*

### Our Values

We value local fresh produce

We value food grown or made in the Fleurieu

We value high quality seasonal produce

We value consumers having direct contact with the farmer/ grower

We value produce and products that are organic and/or biodynamically grown (& certified where possible)

We value our significant role in the community

We value sustainable farming

We value the future of farming for our children and future generations

This Code of Practice (COP) is current as at the date of signing. A review of this document will be conducted by the 1<sup>st</sup> of July annually and will be effective 1 August in line with renewal to trade. Should interim updates be required these will be provided to all licensed Stallholders.

Signed by Chair, WFM Inc. Board

Date: 28.6.2019



This Code of Practice has been developed by the Willunga Farmers Market Board to **protect the authenticity of the Farmers Market**, to ensure that the producer and Market are **providing the consumer with products and services that can be trusted**.

This document outlines the rules and standards for the products that are sold and conduct of stallholders at the Willunga Farmers Market (WFM). It is reviewed regularly by the WFM Board and is amended at the discretion of the Board, taking into account the WFM constitution and the best interests of the organization and its customers.

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## DEFINITIONS

### **Farmers Market:**

The Market event established and managed by the Willunga Farmers Market Incorporated Association.

### **Foundation Stallholder:**

A current WFM stallholder who has been a stallholder at the FARMERS MARKET since its inception.

### **Market Day:**

The day on which the Farmers Market is scheduled to operate.

### **Market Region:**

The area defined by the Council boundaries of the Fleurieu Peninsula - Alexandrina, Victor Harbor, Yankalilla, Onkaparinga and Kangaroo Island.

### **Primary produce:**

A raw agricultural product grown on the Fleurieu Peninsular. For example, a vegetable, a fruit, meat and eggs.

### **Primary producer:**

The person who cultivates food-producing plants, rears animals, fishes or manufactures dairy produce from raw materials.

### **Market Manager:**

means the General Manager or as delegated, the Operations Manager

### **Respondent:**

means the party against whom a complaint has been made i.e. stallholder, WFM staff member or volunteer

**Stallholder:**

A primary producer and/or value-adder who has successfully applied to trade at the Farmers Market and who holds a current license to trade.

**Value-adder:**

A person who uses one or more primary products to make a value-added product for sale. The value-adder is responsible for and exercises control over and participates in the manufacture of the products that they sell.

**Value-added product:**

Is a product where the majority (>70%) of ingredients are sourced either from the Willunga Farmers Market or Fleurieu Peninsula by a Value Adder or where separately approved by Willunga Farmers Market.

**Guest Stall:**

A Primary Producer who is not a resident in the Market Region and is invited to apply to trade selling produce that is not commercially grown with the boundaries of the Market Region but is grown in South Australia.

**1. THE MARKET COMMUNITY****1.1 The Board**

1.1.1 The Willunga Farmers Market Incorporated (WFM Inc.) is a not-for-profit incorporated association administered by the Willunga Farmers Market Inc. Board (the Board). The Board's role includes, but is not limited to:

- Setting the strategic and operational goals for WFM Inc.
- Developing, approving and reviewing the Code of Practice.
- Establishing, if necessary, an Executive Board and sub-Committees
- The employment of WFM staff, including the Market Manager who reports directly to the Board.

1.1.2 Board members must be members of the WFM Inc. and are elected at the WFM Inc. Annual General Meeting.

1.1.3 Board members pursue the aims and objectives of the WFM Inc. on behalf of all members. In their work they reflect the WFM vision and values and act in the best interests of the incorporated association.

**1.2 The Executive Board and Committees**

1.2.1 The Executive Board comprises the Chairperson, Deputy Chair and Treasurer.

1.2.2 The Executive Board is responsible for the management of urgent decisions as identified by the Market Manager.

1.2.3 The Board will also appoint 3 alternate directors. These directors will act as a temporary replacement for, and in the capacity of, an Executive Board member if that member is unable to fulfill their duties. The Executive Board member will brief their replacement prior to the committee meeting.

1.2.4 The Board may also appoint sub-Committees as required. The Board will determine the membership and purpose of these sub-Committees.

**1.3 The Market Manager**

1.3.1 The Market Manager manages the day-to-day running of the Farmers Market and is responsible to the Board.

1.3.2 The Manager works to ensure that the WFM Inc. achieves its strategic and operational objectives. The Market Manager will do this by efficiently and effectively promoting and developing WFM Inc. and managing its activities within organisational and legal parameters.

1.3.3 The Manager will provide timely information and advice to the Board and WFM Inc. members and report on all matters which warrant their attention, including an assessment of the health and safety issues that are applicable to WFM Inc.

1.3.4 For the purposes of the Associations Incorporation Act 1985 and WFM Inc. Constitution, the Market Manager is the "Public Officer".

**1.4 The Members**

1.4.1 The WFM Inc. has a Community Member & Producer membership, each is valid for 12 months.

1.4.2 A membership card will be issued to each member on receipt of their membership fee which is determined annually by the Board.



1.4.3 In addition to other benefits, WFM membership offers voting rights at WFM Inc. Annual General or Special meetings.

## **2. WHO CAN SELL - THE STALLHOLDERS**

### **2.1 Stallholder eligibility**

2.1.1 To trade at the Farmers Market, a prospective stallholder must make an application to trade, have this application approved by the Board and received a Licence to Trade.

2.1.2 To be eligible to trade at the Farmers Market a prospective stallholder must:

- Be a primary producer or value-adder who is a resident of the Market Region who produces what they propose to offer for sale.
- Be a current member of WFM Inc.
- Have completed all documentation requested by, and provided it to, the Market Manager (including a Certificate of Currency minimum \$10million).

2.1.3 On receipt of the prospective stallholder's application to trade, the Market Manager will assess the application, inspect the farm or business premises and will make a recommendation to the Board.

2.1.4 The Board has an absolute discretion to decline any application, by a new or existing stallholder, to operate, or continue to operate, a stall at the Farmers Market.

### **2.2 License to Trade – new and renewing**

2.2.1 All stallholders at the Farmers Market must have a current License to Trade that specifies a list of goods that they are authorised to sell ("allowable goods" – see Rule 3.1).

2.2.2 The License to Trade is valid for up to 12 months. After 3 months of non-attendance the license to trade may be considered void at the Managers discretion or Board approval.

2.2.3 In July of each year, stallholders may apply to renew their current License which will be effective 1 August. Renewal is at the discretion of the Board; trading in one year does not guarantee a position at the Market in subsequent years and the list of allowable goods may change at the discretion of the Market Manager. The Market Managers discretion has precedence over 3.1.3.

2.2.4 Licenses are non-transferable and will be cancelled with the sale or transfer of ownership of a stallholder's business.

2.2.5 In the event of sale of the business, in order to trade at the Farmers Market, the new business owner must meet the eligibility criteria (see R2.1) and must submit, and have approved, the application to trade.

### **2.3 Operation of stall**

2.3.1 The stallholder is responsible for all aspects of the operation of their stall. The stall may be operated by:

- The person growing, rearing or producing a majority of the goods for sale. ("the stallholder")
- A relative of the stallholder.
- An employee, intern or WWOOFer (Willing Worker On Organic Farms) of the stallholder who has sufficient knowledge of the product and the production / growing process to allow accurate explanation to the consumer.

2.3.2 Stallholders must guarantee to offer for sale the highest possible quality food products. If seconds are to be sold, they must be marked and priced accordingly.

2.3.3 The Market Manager has the authority to require those operating a stall to remove from their stall sub-standard product, or product that does not comply with the rules in the Code of Practice.

2.3.4 On sighting a WFM Inc. membership card, the person operating the stall must provide members at least a 10% discount of the full price of products.

2.3.5 Willunga Farmers Market Safety, Induction & Behaviour policies are to be signed and accepted, with copies made available at the stall each week for any new staff / employee induction. It is the responsibility of the Stallholder to ensure that these documents have been reviewed and complied with by all employees / volunteers.

## **3. WHAT CAN BE SOLD - THE PRODUCE**

### **3.1 Allowable goods**

3.1.1 All goods for sale at the Farmers Market must be approved for sale. The Market Manager will identify the approved goods in writing.



3.1.2 Should the stallholder wish to offer products that are additional to the products approved by the Market Manager and listed in the document (R3.1.1), the stallholder must submit an application to the Market Manager. The Market Manager has absolute discretion to approve or reject the application.

3.1.3 Three types of goods are eligible for sale at the Farmers Market:

- Primary product
- Value-added product (see 3.1.6)
- Hot food (subject to R3.4.1)

3.1.4 Priority will be given to stallholders supplying certified biodynamic and certified organic produce and certified value-added product.

3.1.5 WFM Inc. encourages stallholders to implement responsible packaging for products sold at the Farmers Market. This includes but is not limited to:

- Effective 1 August 2019 plastic barrier bags will not be used at the Willunga Farmers Market. Stallholders are required to offer a compostable barrier bag for loose produce. Full policy annexed to this document.
- Pre-packing only where necessary.
- Encouraging customers to supply their own packaging and carry bags.
- Re-use of any packaging provided where possible.
- Actively recycling and composting where possible.

3.1.6 It is the aim of the WFM to maintain a ratio of 70: 30 primary produce to value added stalls.

### **3.2 Primary Produce**

3.2.1 Unless an exemption applies, all primary produce must be grown, reared or produced by the stallholder.

3.2.2 Unless an exemption applies, all primary produce for sale at the Farmers Market must be grown, reared or produced on a property, located in the Market Region and owned or leased by the stallholder.

3.2.3 Where a stallholder's property/ies straddle/s the boundary or falls within 5km, the Board has the discretion to allow produce from these properties for sale at the Farmers Market.

3.2.4 Where a property is leased to grow, tend and pick crops or to raise livestock, a stallholder must demonstrate that they are managing the crops or livestock through at least a full growing cycle prior to this produce being included on the list of allowable goods.

3.2.5 The WFM Inc. reserves the right to visit all farms and production premise of stallholders to verify the authenticity of the origin of production.

### **3.3 Value-added product**

3.3.1 Value-added products must be made by the stallholder, within the Market Region.

3.3.2 Where ingredients are not available in the Fleurieu region, consideration will be given at the managers discretion. For example, flour, sugar, salt & rice.

### **3.4 Hot Food**

3.4 The sale of hot food at the FARMERS MARKET requires a specific application to the Board and a separate license agreement. Granting of such a license will be at the discretion of the Board.

## **4. ONSELLING**

### **4.1 General**

4.1.1 Only primary and value-added product that has been made or grown in the Market Region by the stallholder will be permitted for sale. No on selling of products is permitted unless the Market Manager has approved an exemption.

## **5. FARM AND PREMISES VISITS**

### **5.1 General**

5.1.1 The property of each business/individual applying to become a stallholder will be subject to a site visit/audit by the Market Manager prior to trading at the Farmers Market. The costs (if and where applicable) associated with the site visit may be borne by the applicant.

5.1.2 The Market Manager, or delegate, reserves the right to visit and audit any premises, facility or property listed in the stallholder's application to trade at the Market at any time, as deemed necessary by the Board or Market Manager.



5.1.3 The Market Manager, or delegate, will normally contact the stallholder prior to such a visit to confirm a mutually convenient appointment time. However, spot checks may be made without notice.

## 6. EXEMPTIONS

### 6.1 Guest Stallholder

6.1.1 Should there be primary produce that is not grown, or is in short supply, in the Market Region and where there is demand for such a product, the Market Manager may invite an application from a primary producer who is not a resident of the Market Region and / or where the primary produce has not been grown within the boundaries of the Market Region.

6.1.2 Should the products in question be in plentiful supply from the Fleurieu producers, then, at the Market Manager's discretion and with a minimum of two weeks' notice, the Market Manager can halt the license to trade for that particular product for a period of time.

### 6.2 WFM Foundation stallholders

6.2.1 In recognition of the contribution of the founding stallholders of WFM Inc., the Board has the right to grant a written exemption to the rules of eligibility in relation to the origin of produce and production offered by these stallholders.

6.2.2 This exemption will be available only to those stallholders who are defined by the Board as 'foundation stallholders' and allows the sale of a primary and/or value-added product that is not grown or produced in the Market Region (non-complying product).

6.2.3 This exemption is not transferrable; on sale of the business the exemption will be discontinued.

6.2.4 On removal of the non-complying product from regular sale at the stall, the exemption allowing the sale of the will be discontinued

6.2.5 Should the same or similar local product become available for sale at the Farmers Market, the exemption may be reviewed. The availability of organic or biodynamic stallholders will not trigger the review process.

6.2.6 The origin of all non-complying products must be clearly marked and identifiable by the consumer.

### 6.3 Agencies (no longer offered to new applicants from 1 August 2016)

In the event an applicant has an Agency arrangement prior to 1 August 2016, the same products can be sold as Agent from the original producers provided these are listed and approved by the Willunga Farmers Market with each application to trade. The Willunga Farmer Market may at its discretion refuse the ongoing agency if the Market has sufficient like products in the Market.

The following rules must be adhered to for any existing Agency agreements;

6.3.1 It is WFM Inc. policy to discourage agency arrangements and encourage producers of primary produce to become stallholders in their own right.

6.3.2 A non-stallholder producer must be a resident of the Market Region.

6.3.3 Produce offered for sale by the stallholder-agent must be grown or produced within the boundaries of the Market Region.

6.3.4 Stallholder-agents may act as an agent for no more than 1 non-stallholder producers.

6.3.5 Prior to the product being offered for sale, the non-stallholder producer must complete an annual application and the Market Manager will conduct a site visit.

6.3.6 Each non-stallholder producer whose product is sold by an agent will pay the WFM Inc. an agency fee as prescribed by the Board.

6.3.7 *The origin of all products grown or produced by a non-stallholder producer **must be clearly marked and identifiable by the consumer.***

## 7. HOW AND WHERE CAN PRODUCE BE SOLD - MARKET DAY

### 7.1 Site rental

7.1.1 Stall sites can be rented on a weekly, fortnightly or monthly basis.

7.1.2 Payment for the rental of sites must be paid a week in advance of each Market Day unless a request has been made by the stallholder to the Market Manager and the stallholder has received written confirmation from the Market Manager.



7.1.3 Stall bookings must be confirmed with the Market Manager no later than 10am on the Wednesday prior to Market Day.

7.1.4 Site bookings must be cancelled no later than 10am on the Wednesday prior to Market Day.

7.1.5 There will be no refunds of site fees for late cancellations or non-appearance of a stallholder, unless the cancellation is as a result of an extreme weather event and complies with R8.7.

7.1.6 Stallholders are not permitted to trade within or near the market area (adjoining streets or carparks) if they do not have a stall booked

7.1.7 The farmer's market reserves the right to rescind a stallholder's license to trade or charge stallholders a site rental fee if a stallholder who does not have a stall booked is trading within or in the areas near to the market such that the stallholder will benefit from market patrons

7.1.8 Trading outside of the market boundaries contravenes local council bylaws and if deemed appropriate illegal trading activity will be reported to council to ensure the ongoing safety and support of the market by local authorities.

## 7.2 Site allocation

7.2.1 The location of each stall will be determined by the Market Manager (or Manager on Market Day).

7.2.2 The site boundaries for each stall will be determined by the Market Manager (or Manager on Market Day).

7.2.3 The location of a stall will be determined taking into account stallholder requests and needs and the best interests of the Farmers Market.

7.2.4 The Market Manager will endeavor to keep weekly stallholders in the same position each week, but permanent site allocation is not guaranteed. Should a permanent stallholder not attend the Market for more than 4 consecutive weeks their site will be forfeited.

7.2.5 Sites cannot be transferred, assigned or sold as part of a business sale or change of business ownership.

7.2.6 The Market Manager reserves the right to alter the size, shape and position of individual sites at any time, to ensure the best interests of the Farmers Market or for any legal requirement.

7.2.7 The Board reserves the right to relocate the entire Farmers Market at any time to ensure the best interests of the Farmers Market or any other legal requirement.

## 8. ENVIRONMENTAL AWARENESS, HEALTH AND SAFETY

### 8.1 General

8.1.1 Stallholders should manage their businesses in a manner, which enables profit to be made without degrading the environment or exploitation.

8.1.2 Stallholders are expected to implement sustainable management practices within their businesses. This includes environmentally sound agricultural practices that are resource conserving, socially just, economically competitive and ecologically sustainable.

Such practices include:

- Organic, Biodynamic, Ethical or Regenerative Farming
- I.P.M (Integrated Pest Management)
- Maximizing efficient water and energy use.
- Minimizing waste production.
- Maximizing recycling
- Maintain work health and safety standards
- Personnel Management

### 8.2 Incidents

8.2.1 When an employee of the WFM Inc. is involved in a near miss, incident or accident, the relevant workplace health and safety regulations will be followed.

8.2.2 When a stallholder or customer is involved in a near miss, incident or accident:

- A first aid person shall be contacted to assist the ill or injured person as required.
- The incident/accident shall be verbally reported to the Market Manager as soon as possible after the event occurring.

8.2.3 The near miss, incident or accident documentation shall be provided by the Market Manager to the stallholder and completed within 24 hours of the event occurring, or as soon as practicable after the event. If a stallholder is unable to complete the form due to injury or illness, the form shall be completed by the Market Manager, in consultation with any witnesses to the event.





8.2.4 Incident or accident report documentation is to be provided to all parties involved.

### **8.3 Product / Produce**

8.3.1 Stallholders must comply with all current relevant legislation, including the Food Act 2001 (SA) and Food Regulations 2002, in addition to the Australia New Zealand Food Standards Code and all relevant National Food Safety Standards and Council regulation.

8.3.2 It is the responsibility of each stallholder to apply for any licenses or permits required for selling or producing their products to the public.

8.3.3 All value-added product must be made in a kitchen/food premise approved by the relevant Local Council. (Contact Local Councils for details).

8.3.4 A copy of the licenses/permits/approvals must be given to the Market Manager prior to trading at the Market (see R2.1).

8.3.5 All produce and containers must be kept at least 16cm off the ground.

8.3.6 All sites must have overhead protection and ready to eat value-added products must be pre-packaged or protected with sneeze guards.

8.3.7 Food preparation is prohibited on the Willunga Farmers Market site by any stallholder other than those

- Operating hot food stall and who have completed and have had approved a separate hot food application.
- Those involved in a demonstration or an approved Community cooking event
- Those preparing food to provide product tastings to consumers with approval of the Market Manager.

### **8.4 Labeling and Packaging**

8.4.1 All products must comply with the labeling requirements pursuant to the current relevant legislation including Country of Origin Labelling (effective 1 July 2018).

8.4.2 All goods packaged on the Market site must be weighed according to the National Measurement Act 1960 (C'th). The weight of produce packaged on the Market site must be visible to customers. Stallholders must provide the opportunity for customers to check weight of packaged goods should they ask to do so.

8.4.3 Compostable produce / barrier bags must be made available to customers for loose produce (effective 1.5.2019) and plastic produce / barrier bags removed from all Stalls effective 1.8.2019

### **8.5 Tasting**

8.5.1 Product tasting samples may be distributed in accordance with the legislative and local government requirements.

8.5.2 No offering of tasting sampling may take place outside of the stall site boundary without approval of Market Manager.

8.5.3 When providing tastings of any kind, a receptacle for waste must be available for public use.

### **8.6 Stall sites**

8.6.1 All stallholders are responsible for ensuring that the setup and operation of their stall site is safe.

8.6.2 All tents, overhead shades and poles must be securely fixed with weights and not be positioned to cause obstruction or danger to any person on the WFM site.

8.6.3 Stallholders must maintain and leave their stall and site in a clean, safe and sanitary manner as determined by the Market Manager.

### **8.7 Extreme Weather Policy**

8.7.1 The Farmers Market may close or open early (with advance notice where possible) due to adverse weather conditions including, but not limited to, when the temperature forecasted for Noarlunga is above 38C.

8.7.2 The decision to close is at the discretion of the Market Manager.

8.7.3 If an extreme weather event is forecast e.g. a severe storm, cancellation of stall bookings can be made by 10.00am on the Friday morning before the Market Day without penalty.

### **8.8 Stall signage**

8.8.1 Stallholders must have signs that display their name, address, contact details and business trading name, whilst trading at the Willunga Farmers Market. Stalls must be able to be clearly identified by the consumer.





8.8.2 All stall signage must be kept within allocated site boundaries and the Market Manager reserves the right to have inappropriate signage removed.

### **8.9 Electrical testing and tagging requirements**

8.9.1 All electrical fittings, equipment or materials must comply with workplace health and safety guidelines as defined by the relevant legislation and be tagged.

8.9.2 All electrical fittings, equipment or materials are subject to inspection by persons including the Market Manager and a licensed electrician. Untagged equipment must not be used

8.9.3 Electrical compliance testing will be conducted annually. Any electrical equipment without a current compliance tag will be tested and tagged at the stallholders' expense.

8.9.4 If any such electrical fittings, equipment or materials are deemed not to comply with current regulations, or the Market Manager deems them to be unsafe for any reason, they shall be removed from the site at the expense of the stallholder.

8.9.5 All electrical malfunctions must be reported to the Market Manager.

### **8.10 Double adaptors and power boards**

8.10.1 Use of double adaptors is not permitted.

8.10.2 Use of power boards must be approved by the Market Manager.

8.10.3 All power boards approved for use must be marked with an appropriate Australian Testing Authority Type Approval and must be fitted with a residual current protection device that is capable of being reset and a current test tag.

8.10.4 In wet or other hazardous areas, power boards and all electrical items must be secured and covered in position and capable of operating safely.

### **8.11 Gas equipment and fire safety.**

8.11.1 No gas appliances are to be used on site without the express approval of the Market Manager.

8.11.2 It is the responsibility of the stallholder to regularly check all gas bottles and equipment attached to gas bottles to ensure gas hoses and attachments are not faulty and that bottles are date compliant.

8.11.3 It is the responsibility of the stallholder to provide a working fire extinguisher and fire blanket for any stall where gas burners are used. It is the responsibility of the stallholder to ensure they know how the extinguisher is operated.

8.11.4 It is the responsibility of the stallholder to make themselves aware of the location of the nearest fire extinguisher on site.

### **8.12 Smoking**

8.12.1 The Farmers Market is a non-smoking venue.

## **9. FEES AND PAYMENT OPTIONS**

### **9.1 Stall fees**

9.1.1 The fee for renting a site will be determined on an annual basis by the Board.

9.1.2 Stall fees will be calculated based on the number of sites operated by a stallholder.

9.1.3 Stall fees must be paid in accordance with R7.1.

9.1.4 If payment has not been made, the Market Manager has the right to suspend the stallholder's license to trade at the Farmers Market and refuse the stallholder's entry to the Farmers Market.

### **9.2 Stallholder payment options**

9.2.1 Payment of stall fees may be made weekly, fortnightly or monthly. This is to be arranged with the Market Manager.

9.2.2 Payment of stall fees may be made by EFT, credit card, direct debit or cash.

9.2.3 Stall fees must be received at least 7 days prior to Market Day.



## **10. COMPLAINTS**

### **10.1 Complaints by customers, stallholder applicants or stallholders**

10.1.1 All complaints (save for those referred to in R10.1.9) by customers, stallholder-applicants, staff or stallholders ("the Complainant"), must be made in the first instance to the Market Manager.

10.1.2 The Market Manager will investigate all complaints (except R10.1.9) informally and will endeavor to resolve the complaint to satisfaction of the Complainant in a timely manner.

10.1.3 Should the complaints referred to in R10.1.2 not be resolved to the satisfaction of the Complainant by the Market Manager, a formal, written, complaint can be made by the Complainant and addressed to:

**The Chairperson  
Willunga Farmers Market  
PO Box 652  
WILLUNGA SA 5172**

10.1.4 If a written complaint is received pursuant to R10.1.3, the WFM Chairperson will meet with the Respondent concerned to discuss the matter and agree on a fair solution and a time frame within which the solution will be implemented.

10.1.5 Should the Respondent not implement the solution, or should a second written complaint be received in relation to same issue, the issue will be addressed by the Board.

10.1.6 The Board will provide the Respondent in relation to whom the complaint is made with a written notice detailing the complaints made. The Respondent will be provided with an opportunity to respond either orally or in writing to the complaints made at a subsequent Board meeting. The Respondent will be given 1 week to respond to any complaint made under this clause.

10.1.7 Should the Respondent elect not to respond to a complaint and should it be found by the Board that the Respondent has acted in a way that is detrimental to the reputation or the interests of WFM, or otherwise not in accordance with this Code of Practice, the Board retains the right to revoke or suspend the Respondents license to trade (or in the case of a staff or volunteer member respond in accordance with the appropriate employment contract) at the Willunga Farmers' Market.

10.1.8 The Board will formally respond to the complainant informing them of the outcome of the Board's deliberation. Such response will be provided within 1 month of the complaint either setting out the resolution to the complaint or the current status.

10.1.9 If the complaint relates to the Market Manager, a written complaint can be forwarded directly to the Chairperson and the Board will investigate and provide a written response to the complainant.

### **10.2 Market audit**

To maintain the integrity of WFM Inc. and the Farmers Market and ensure that the products available meet this Code of Practice, periodic audits of stalls will be undertaken by the Market Manager or an authorised delegate, on Market Day.

### **10.3 Authority of Market Manager**

10.3.1 If, in the course of the audit, or otherwise, the Market Manager determines that

- The stallholder, or person working at the stall has not complied with this Code of Practice.
- A product for sale poses a risk to the health or safety of consumers.
- The non-compliance of the stallholder with a regulation listed in this document poses a risk to the health and safety of consumers.
- The stallholder is selling produce or product of poor quality and the produce or product is not advertised as seconds produce or products.
- The stallholder has otherwise acted in a manner that will bring the reputation of the Farmers Market into disrepute.
- The stallholder has not responded adequately to a complaint about or in relation to the stallholder that has been brought to the stallholder's attention.
- The stallholder has not complied with a reasonable request made by the Market Manager or Board.
- If there are outstanding stall fees owed by the stallholder to the Market



The Market Manager can attach a formal warning to the file of the stallholder and suspend or permanently remove the stallholder's right to trade at the Farmers Market.

10.3.2 If the decision is made to revoke the stallholder's right to trade on a Market Day, the stallholder must leave the Farmers Market site immediately.

10.3.3 The decision of the Market Manager to suspend or revoke the license to trade, can be reviewed on written application to the Board.

10.3.4 If the Market Manager suspends or revokes a stallholder's license to trade, the Market Manager will inform the Board as soon as practicable.

10.3.5 If the Market Manager suspends or revokes a stallholder's license to trade, the Market Manager will provide a written report to the Board and to the stallholder within five working days of the decision being made.

10.3.6 If the Market Manager suspends or revokes a stallholder's license to trade, and a stallholder receives written notification as outlined in R10.3.5, the stallholder can request that the Board review the Market Manager's decision by writing to the Chairperson of the Board:

**The Chairperson  
Willunga Farmers' Market  
PO Box 652  
WILLUNGA SA 5172**

10.3.7 On the receipt of a written report by the Market Manager pursuant to R10.3.5, and on receipt of the written request by the stallholder for a review of the decision pursuant to R10.3.6, which must be received within 30 days, the Board will provide the stallholder with written notice of the allegations against them. The stallholder will be given an opportunity to respond either orally or in writing to the allegations at a subsequent Board meeting. The stallholder will be given at least 2 weeks to respond to any complaint made.

10.3.8 Should it be found by the Board that the stallholder has acted in a way that is detrimental to the reputation or the interests of the Market, or not in accordance with this Code of Practice, the Board retains the right to revoke or suspend the stallholder's license to trade at the Farmers Market.

10.3.9 Any decision available under these Rules and Responsibilities and made by the Board is final.

#### **10.4 Communication of Board decision**

10.4.1 The Board will inform the stallholder of the decision made by the Board as soon as practicable after the making of the decision and no later than the two calendar days preceding Market Day.

10.4.2 Should the Stallholder's right to trade have been revoked by the Board, and after the Board has informed the Stallholder of this decision, the Market Manager retains the right to refuse a Stallholder entry to the Farmers' Market site on Market Day.

#### **10.5 Complaints made in relation to on selling**

10.5.1 If there is a written complaint made by any consumer, WFM Inc. member or stallholder in relation to the on selling of a product grown or produced by someone other than the stallholder (where there is no applicable exemption) the Market Manager will write to the stallholder informing them of the complaint.

10.5.2 The Market Manager will arrange with the stallholder a suitable time to meet and complete a site inspection.

10.5.3 If on selling is confirmed by the Market Manager, a written warning will be issued by the Board and the stallholder's license to trade will be removed for a period of at least one month (a copy of the notice will placed on the stallholder's file).

10.5.4 Should there be a second, separate allegation of on selling by the same stallholder (without applicable exemption) the Market Manager will write to the stallholder informing them of this further complaint and will again arrange with the stallholder a suitable time to meet and conduct a site inspection.

10.5.5 If on selling is again confirmed by the Market Manager, the stallholder's right to trade at the Farmers Market will be revoked immediately and the Market Manager will inform the stallholder and Board in writing.

10.5.6 In the event that a stallholder's right to trade is suspended/ terminated, there will be no refund of stall or membership fees and all outstanding monies will remain a debt to WFM Inc.



## **11. DISCLAIMER OF LIABILITY**

### **11.1 General.**

11.1.1 Stallholders will indemnify to the extent permitted by law the WFM Inc. from any damage, expenses or liability arising from any injury or damages to any person, including the general public, the stallholder or others, occurring either in the space occupied by the stallholder or elsewhere arising out of the occupancy of the stall site or anything connected with such occupancy.

11.1.2 To the extent permitted by law, the WFM Inc will not be liable for any loss or damage suffered by the stallholder including damage to the property of the stallholder due to fire, robbery, accidents or any cause whatsoever.

11.1.3 The WFM Inc assumes no liability for any damages or losses resulting from or relating to the failure of the stallholder to comply with any provision of this agreement.

## **12. PRIVACY STATEMENT**

In accordance with the Privacy Act 1988 (and subsequent amendments) Willunga Farmers Market Inc. wishes you to be advised of the following:

12.1 By providing the information requested you agree to WFM Inc. collecting, using and disclosing your personal information as completed in the section "Personal and Contact Information" only of the application forms "Application to Trade" and "Application to Renew License to Trade".

12.2 The information provided may be given to a third party including, but not limited to, media; Local, State and Federal Government departments and agencies; tourism organisations; other Market organisations; food groups; and our membership base. Primarily, information will be released for the purposes of promoting the Market and the individual stallholders involved.

12.3 You have the right to request access to, and correct, any personal information that we hold about you/your business subject to the provisions of the Privacy Act 1988.

12.4 It is your responsibility to provide WFM with changes of your personal information to ensure our records are correct.



## APPENDIX

### SINGLE USE PLASTIC BAG POLICY

**1 May 2019** - ALL stall holders to openly promote and offer compostable produce barrier bags, carry bags, coffee/drink cups (including sampling cups), cutlery (including tasting) and straws as an alternative to their current stock if non-compostable.

**1 August 2019** - ALL stall holders to use and offer **EXCLUSIVELY** compostable produce barrier bags, carry bags, coffee/drink cups (including sampling cups), cutlery (including tasting) and straws.

Low density poly bags, punnets, milk cartons, meat etc to be reviewed at later time

**PROUDLY Plastic Bag free** laminated signs available from the Willunga Farmers Market office for your stall - please order yours by emailing [manager@willungafarmersmarket.com.au](mailto:manager@willungafarmersmarket.com.au)