



**ADELAIDE SHOWGROUND
FARMERS' MARKET INC.**

**STALLHOLDER RULES AND
RESPONSIBILITIES**

AS AT 1 SEPTEMBER 2017

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DEFINITIONS

In these Rules:

- "**Application**" means an application by a person wishing to become or continue as a Stallholder in the form approved by the Committee from time to time.
- "**ASFM**" means Adelaide Showground Farmers Market Incorporated.
- "**Caterer**" means a person authorised by the Market Manager to vend hot or ready to eat items intended to be consumed at a Farmers' Market.
- "**Committee**" means the committee of ASFM.
- "**Farmers' Market**" means any market established by ASFM and, at the date of these Rules, means the markets located at the Adelaide Showground.
- "**Fisher**" means a person who is licensed within South Australia to take fish or seafood for commercial purposes or who produces farmed fish or seafood for commercial purposes.
- "**Grower**" means a person who is responsible for, and exercises control over, a Primary Product (e.g. livestock, eggs and apples) for the bulk of the production cycle of the product sold.
- "**Licence**" means a licence to occupy a Site granted by the ASFM to a Stallholder.
- "**Market Day**" means a day on which a Farmers' Market is scheduled to operate.
- "**Market Manager**" means an employee of ASFM who is responsible for the operation of a Farmers' Market/s on a Market Day.
- "**Non-Food Product**" has the meaning set out in the Allowable Product Policy.
- "**Primary Product**" means an agricultural product; for example a vegetable, a fruit, meat and eggs.
- "**Producer Guarantee**" means a system created to verify that a Stallholder selling produce at a Farmers' Market is the producer of those products.
- "**Rules**" means the rules and responsibilities for Stallholders as set out in this document.
- "**Site**" means an individual space located at a Farmer's Market, licensed to a Stallholder.
- "**Stall**" means a temporary structure made up of one or more Sites.
- "**Stall Fee**" means the periodic licence fee payable by a Stallholder in respect of a Site, as set out in that Stallholder's Licence.
- "**Stallholder**" means a Grower, Fisher or Value-Adder who is associated with a member of ASFM and who has successfully applied to trade at the Farmers Market and is party to a Licence.
- "**Times of Use**" means the times set out in the Licence.
- "**Third Party Processor**" means an individual or entity that is involved in a process/transformation of a product and is not the principal Grower of the product.
- "**Value-Adder**" means the person who uses one or more Primary Products to make a Value-Added Product for sale and is responsible for, exercises control over and participates in, the manufacture of the product, which must be produced and packaged in South Australia.
- "**Value-Added Product**" means a food product produced and packaged in South Australia that is made of at least 60% (of finished weight) South Australian grown/produced ingredients. The remaining 40% must be Australian ingredients or, where no Australian-produced ingredients are available alternative ingredients approved by the Market Manager (in their sole discretion).

1. ASFM

1.1. COMMITTEE

ASFM is a not-for-profit incorporated association. ASFM's affairs are governed by the Committee. The Committee is responsible for ASFM's strategic management and control of its funds and other property.

1.2. GENERAL MANAGER

The General Manager has overall responsibility for the Farmers' Markets and reports to the Committee.

1.3. MARKET MANAGER

The Market Manager operates the Farmers' Markets, and ensures compliance with these Rules, in accordance with all ASFM policies as published by ASFM from time to time. The Market Manager or General Manager can delegate some or all of the function and authority of the Market Manager to other ASFM staff members.

1.4. THESE RULES

ASFM has established these Rules to ensure the successful maintenance of the Farmers' Markets as efficient and effective outlets for Stallholders and Caterers to sell their products directly to consumers.

1.5. THE MARKET

1.5.1. Farmers' Markets will be operated at times and locations as determined by the Committee and the General Manager.

1.5.2. Farmers' Markets will be made up of Stallholders and Caterers. Sites will be licensed by ASFM to Stallholders and Caterers and will be operated by Stallholders and Caterers according to these Rules and in accordance with service agreements entered into with Caterers.

1.5.3. The Rules shall apply at all times to all Stallholders and Caterers at all Farmers' Markets (unless otherwise agreed in writing by ASFM).

1.6. POLICIES

All Stallholders and Caterers agree to comply with the policies and Code of Conduct as published by the Committee from time to time and made available on ASFM's website. These policies and the Code of Conduct as currently approved are attached to these Rules as follows:

1.6.1. Appendix A – Allowable Product Policy;

1.6.2. Appendix B - Weather Policy;

1.6.3. Appendix C – Responsible Packaging Policy;

1.6.4. Appendix D – Health and Hygiene Policy;

1.6.5. Appendix E –Catering Policy;

1.6.6. Appendix F – Complaints, Grievances and Dispute Resolution Policy; and

1.6.7. Appendix G – Code of Conduct.

2. TRADING AT THE MARKET

2.1. STALLHOLDER ELIGIBILITY

- 2.1.1. To be eligible to trade, a person wanting to establish a Stall at a Farmers' Market must make an Application and have that Application approved in writing by the Market Manager.

PLEASE NOTE: The approval to trade at one Farmers' Market does not necessarily allow trade at other Farmers' Markets. Should an applicant wish to trade at more than one Farmers' Market a separate Application for each Farmers' Market will need to be submitted and a separate approval given by the responsible Market Manager.

- 2.1.2. Priority will be given to Applications by applicants

- (a) with produce or products that are certified organic or biodynamic; and
- (b) in the case of Value Adders, to applicants who undertake the whole production process themselves.

- 2.1.3. Prior to trading, a person wanting to operate a Stall at a Farmers' Market must:

- (a) be a resident of South Australia;
- (b) be a current member of ASFM;
- (c) have completed the Producer Guarantee application form and provided the form and all further requested documentation to the Market Manager;
- (d) not have had their licence to occupy a Stall or trade at a Farmers' Market previously revoked, cancelled or terminated under these Rules or previous versions of these Rules;
- (e) have had their Application approved by the Market Manager;
- (f) sign a Licence (which includes the Stallholder's agreement to comply with these Rules); and
- (g) have paid the initial Stall Fees.

- 2.1.4. Only persons whose Application has been approved in writing by the Market Manager, and who have met the requirements in R2.1.3 will be eligible to trade at the Farmers' Market.

- 2.1.5. The Market Manager may decline any Application in their sole discretion.

- 2.1.6. Any Stallholder who has their Licence terminated under these Rules or their Licence (or under previous versions of these Rules) may not reapply to become a Stallholder without the prior written consent of the Committee.

2.2. ALLOWABLE PRODUCT AND SALES

- 2.2.1. The Stallholder may sell only:
- (a) 'allowable product' (defined in the Allowable Product Policy) that is listed in their "Letter of Approval" or in their Licence ("**Listed Product**"); or
 - (b) Primary Products, Value-Added Products or Non-Food Products that have been previously approved in writing by the Market Manager (or by the Committee in accordance with R2.2.3),
- which are grown or made and packed in South Australia by the Stallholder (unless otherwise approved by the Market Manager or the Committee in accordance with R2.2.3) ("**Allowable Products**").
- 2.2.2. Applications to amend a Stallholder's Listed Products or to seek approval for the sale of a product in accordance with R2.2.1(b) must be made to the Market Manager in writing using the appropriate forms as approved by the Committee from time to time.
- 2.2.3. Subject to R2.3, the Market Manager can decline any application made under R2.2.2 in their sole discretion, regardless of whether the product could be defined as an Allowable Product. Should a Stallholder disagree with the decision made by the Market Manager to decline an application to sell a product at a Farmers' Market, they can ask for a review of the decision by following the Complaints, Grievances and Dispute Resolution Policy.
- 2.2.4. The Market Manager and Committee may consider Stall/product approvals that do not fit the current Rules in the event of a need being identified for the market.
- 2.2.5. If a Listed Product has not been available for sale by that Stallholder in the past 12 months, then the approval for that product may be subject to a review and approval for the sale of that product can be revoked by the Market Manager
- 2.2.6. The provisions in R2.2.1 to R2.2.5 do not apply to Stallholders, ingredients and products that have previously been approved under former versions of these Rules and which have current approval for trading at the market. Stallholders in this situation can continue to be approved for the life of the Stall or that product. The exemption in this rule is not transferable to another product, Stall or new owner of that Stall.
- 2.2.7. Without limiting R4.3, only Stallholders with appropriate certification can label their produce organic or biodynamic. Certification must be clearly displayed at the Stall.
- 2.2.8. Stallholders must only offer for sale the highest possible quality food products. If seconds are sold, they must be marked and priced accordingly. The Market Manager has the authority to require that Stallholders remove from their Stall sub-standard product or product that does not comply with these Rules.
- 2.2.9. The Stallholder is responsible for the operation of their Stall. The Stall may be operated on Market Day by:
- (a) the Stallholder, or

- (b) a relative, 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 enable accurate explanation to the consumer.

2.2.10. On sighting an ASFM membership card, the Stallholder, or person operating the Stall, must provide to members of ASFM at least a 10% discount off the full-price of products. (Stallholders are entitled to ask any member to produce their current membership card before applying this discount). The Stallholder must clearly display both the full-price and the discounted members' price for all products sold at the Stall.

2.3. LEASING LAND AND SHAREFARMING

2.3.1. Growers who lease land must be able to demonstrate that:

- (a) they have a written lease agreement or arrangement with the owner of the land; and
- (a) they are managing the crops or livestock through the bulk of the growing cycle.

2.3.2. Stallholders who engage in share farming activities must meet the definition of Grower. Growers who share farm land must show that they have a share farming arrangement and can demonstrate that they are significantly involved in the management and inputs of growing the crops or livestock and bear a share of the risk involved.

2.3.3. All new applications for share farming are subject to approval by the Committee.

2.4. RESELLING AND ONSELLING

Stallholders may only sell their particular Allowable Products and NO reselling or carrying of products other than those of the Stallholder will be permitted.

2.5. INSURANCE

2.5.1. Stallholders must effect and maintain:

- (a) product liability and public liability insurance, for at least \$10 million per claim;
- (b) workers' compensation insurance as required by law; and
- (c) all other insurances required by law.

2.5.2. All Stallholders must provide the Market Manager with a certificate of currency relating to above policies. The certificate of currency must clearly state:

- (a) The Stallholder insured - full entity name and/or trading name;
- (b) That cover is provided for public and products liability;
- (c) The location of the Farmers' Market where the Stallholder will be operating; and
- (d) The amount per claim insured.

- 2.5.3. It is the responsibility of the Stallholder to ensure a renewal copy of their certificate of currency is forwarded to the Market Manager before the annual expiration of the insurance policy.
- 2.5.4. It is the responsibility of the Stallholder to advise if any changes to their insurance cover are made.
- 2.5.5. If evidence of current insurance is not provided to the Market Manager, the Stallholder will not be allowed to trade.
- 2.5.6. If the Stallholder take out a 'claims made policy', which requires all claims and any fact situation or circumstance that might result in a claim to be notified within the period of insurance, the Stallholder must maintain the policy during the period in which they operate a Stall and are bound by these Rules a policy in like terms for 7 years, after the Stallholder ceases to operate a Stall.
- 2.5.7. If the Stallholder takes out an 'occurrence' policy, which requires the circumstances to which a claim relates to occur during the period of insurance whilst the notification of the event can occur at any time subsequently, the Stallholder must maintain the policy throughout the period in which it operates a Stall and is bound by these Rules.

3. MARKET DAY

3.1. STALL BOOKINGS

- 3.1.1. Outside Sites can be licensed on a weekly, fortnightly or monthly basis.
- 3.1.2. Inside Sites will normally be licensed on an annual basis.

3.2. SITE ALLOCATION

- 3.2.1. The location of a Stall will be determined by the Market Manager.
- 3.2.2. The Site boundaries for a Stall will be determined by the Market Manager.
- 3.2.3. The location of a Stall will be determined taking into account Stallholder requests and needs and the best interests of the Farmers' Market.
- 3.2.4. The Market Manager will endeavor to keep regular Stallholders in the same position each week but permanent Site allocation is not guaranteed.
- 3.2.5. The licence to occupy a Site cannot be transferred, assigned or sold as part of a sale of a Stallholder's business or a change in ownership of a Stallholder.
- 3.2.6. The General Manager and Market Manager reserve 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 if required by law.
- 3.2.7. The Committee and General Manager reserve the right to relocate the entire Farmers' Market at any time to ensure the best interests of the Farmers' Market or if required under the Head Lease.

3.3. ACCESS TO MARKET SITE

- 3.3.1. Access to the Farmers' Market and Sites for Stallholders is only during the Times of Use (being 3 hours before the advertised opening time of the Farmers' Market to the public).
- 3.3.2. Trading hours for the Farmers' Market (and thus the Times of Use) may be amended for Market Days by the General Manager and Market Manager. Trading hours will be subject to the Weather Policy.
- 3.3.3. Stallholders are required to have their Stall ready, with all products displayed for sale, by no later than 15 minutes prior to the Farmers' Market opening time. Stalls must be open, and properly staffed for the entire trading period of the Farmers' Market.
- 3.3.4. Other than for reasons of safety, Stalls cannot be dismantled until the close of the Market unless prior written approval has been given by the Market Manager.
- 3.3.5. Vehicles including Stallholder cars and forklifts cannot be driven around inside or immediately outside of the Farmers' Market until after the market's closing time and it is safe to do so.
- 3.3.6. Car parks within the outside market perimeter are reserved for Stallholder vehicles only. Employees and helpers are not permitted to park in these car parks.
- 3.3.7. All vehicles not used in the sale of Stallholders' goods must be parked off the Farmers' Market Site no later than 15 minutes prior to the opening time of the Farmers' Market.
- 3.3.8. Any vehicles or trailers used by the Stallholder to facilitate direct vehicle sales must display a valid Vehicle Sales Parking Permit (including Market Day contact details) allocated by the Market Manager.
- 3.3.9. No generators will be allowed to run during market trading hours
- 3.3.10. Where on-Site power is available, it can only be used with the approval of the Market Manager.
- 3.3.11. Speed limits are to be observed at all times.
- 3.3.12. Stallholders must abide by all traffic management plans of the ASFM and of the lessor or owner of the property. Only vehicles and /or trailers requiring outside power, or direct access to the pavilion during market trading hours may remain in designated loading area. Penalties, as determined by the Committee and General Manager, and provided to Stallholders, may apply for a breach of these Rules.
- 3.3.13. Stallholders cannot sell to any public customer prior to the official opening or following the official closing of the Farmers' Market. Sales to other Stallholders and staff are permissible.
- 3.3.14. Stallholders must comply with the reasonable and lawful directions of ASFM and the Market Manager from time to time.

4. HEALTH AND SAFETY AT THE FARMERS' MARKET

4.1. PRODUCE / PRODUCT

- 4.1.1. Stallholders must comply with all relevant laws relating to the sale of food, including but not limited to the *Food Act 2001 (SA)* and *Food Regulations 2002 (SA)*, in addition to the Australia New Zealand Food Standards Code and all relevant National Food Safety Standards.
- 4.1.2. It is the responsibility of each Stallholder to apply for any licenses or permits required for the production of their products or the sale of their products to the public.
- 4.1.3. All Value-Added Products must be made in a kitchen/food premises approved by the relevant Local Council. (Contact Local Councils for details) and which have any other required accreditations or licenses for that facility and/or food process being undertaken. Stallholders must also ensure that any Third Party Processor that they use for the production of their Value Added Product also complies with these Rules.
- 4.1.4. A copy of the licenses/permits/approvals referred to above must be given to the Market Manager prior to trading at the Market.
- 4.1.5. Stallholders shall comply with obligations imposed upon it by the requirements of the *Work Health and Safety Act (SA) 2012*, *Work Health and Safety Regulations (SA) 2012* and Codes of Practice. In addition Stallholders acknowledge that they shall ensure the safety of all persons at their Site.

4.2. SITES

- 4.2.1. All Stall paraphernalia and trading of the Stall must be kept within allocated Site boundaries as determined by the Market Manager. The distribution of materials promoting the Stall, Stallholder or Stallholder's products, the provision of samples, the soliciting of sales and the taking of orders must only be undertaken within the allocated Site boundaries unless written permission has been provided by the Market Manager.
- 4.2.2. All tents, overhead shades and poles must be securely fixed and not be positioned to cause obstruction or danger to any person at the Farmers' Market.
- 4.2.3. Stallholders must maintain their Stall and Site in a clean and sanitary manner as determined by the Market Manager.
- 4.2.4. If requested, Stallholders must be able to provide to customers a formal tax receipt for the sale of their products. This can be with a receipt book or register receipt.
- 4.2.5. All Stallholders are responsible for any refuse left at their Site and all refuse must be deposited in the designated bins provided, or removed by Stallholders. Table covers and display cloths must be cleaned, folded and stored in a vermin-proof location.
- 4.2.6. Wastewater must only be poured into sewage/sullage points as specified by the Market Manager and NOT into gutters or storm water drains.

- 4.2.7. At the end of trading on a Market Day, Stallholders must sweep their Site, empty all fridges and take all product off-site unless packed in sealed containers. All remaining items must be lifted off the ground.

4.3. STALL SIGNAGE, LABELLING AND PACKAGING

- 4.3.1. Stallholders must have signs that clearly display their name, address, and business trading name, whilst trading at the Farmers' Market. Stalls must be able to be clearly identified by the consumer.
- 4.3.2. All Stallholder signage (banners, blackboards, A-Frames, posters etc.) must be kept within the allocated Site boundaries and the Market Manager reserves the right to have inappropriate signage removed.
- 4.3.3. Stallholders must have certification for proof of claims that are being made for signage when using terms like organic and biodynamic.
- 4.3.4. All Stallholders must abide by all laws relating to the advertising, labelling and sale of their products. Without limiting the above, Stallholders must ensure that any labels for their products are not misleading or deceptive. Stallholders are responsible for and must follow best industry practice and 'Truth in Labelling' requirements for their products. Stallholders are responsible for ensuring that their products meet accepted industry standards for product labelling.
- 4.3.5. Stallholders can voluntarily provide additional information that relates to values or ethics on signage or labels of their food products, as long as the information is not false, misleading or deceptive.
- 4.3.6. All goods packaged on the Site must be weighed according to the *National Measurement Act 1960* (Cth). 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.
- 4.3.7. Any Stallholder giving away stock/branded bags etc. must first have those giveaway products approved by the Market Manager.
- 4.3.8. Wherever possible, packaging should be minimal and compostable or able to be recycled. Plastic bags will not be permitted unless they are compostable or are provided by the customer.

4.4. ELECTRICAL TESTING AND TAGGING REQUIREMENTS

- 4.4.1. All of a Stallholder's electrical fittings, equipment or materials must comply with all laws relating to work health and safety.
- 4.4.2. All power users must have approved power centres with safety switch.
- 4.4.3. All electrical fittings, equipment or materials are subject to inspection by persons appointed by ASFM, including the Market Manager and a licensed electrician.
- 4.4.4. Electrical compliance testing will be conducted annually. Any electrical equipment without a current compliance tag will be tested and tagged at the Stallholders' expense.
- 4.4.5. If any such electrical fittings, equipment or materials are deemed not to comply with 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.

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

4.5. COOKING EQUIPMENT AND FIRE SAFETY

4.5.1. The Stallholder must, at its own cost comply with any requirements and directives of ASFM with regard to fire safety systems and procedures including fire evacuation drills and other procedures.

4.5.2. No gas or portable cooking appliances are to be used on Site without the prior written approval of the Market Manager. No gas bottles can be stored on Site out of market hours.

4.5.3. 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.

4.5.4. It is the responsibility of the Stallholder to provide a working fire extinguisher and fire blanket for any Stall where gas burners or portable cooking appliances are used. It is the responsibility of the Stallholder to ensure they know how the extinguisher is operated.

4.5.5. It is the responsibility of the Stallholder to make themselves aware of the location of the nearest fire extinguisher on Site.

4.5.6. Gas appliances are not permitted for use inside the market pavilion.

4.6. SMOKING

The Farmers' Market is a non-smoking venue.

4.7. ANIMALS

The Farmer's Market is an animal-free venue, with the exception of guide dogs, assistance dogs and dogs in training.

4.8. DANGEROUS EQUIPMENT AND INSTALLATIONS

The Stallholder may only install or use within the Site equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use and will not install or bring onto the Site machinery, equipment, chemicals or other dangerous substances which may pose a danger, risk or hazard.

4.9. OFFENSIVE ACTIVITIES

The Stallholder must not carry on any offensive or dangerous activities on or from the Site or create a nuisance or disturbance either for ASFM or other stallholders and must ensure at all times that activities conducted on or from the Site will not bring any discredit upon ASFM.

4.10. USE OF FACILITIES

4.10.1. The Stallholder will ensure that the facilities provided by ASFM are used carefully and responsibly and in accordance with any directions that may be given by ASFM from time to time.

- 4.10.2. The Stallholder will be responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the facilities by the Stallholder.

5. CATERERS

- 5.1. Stallholders, other than designated Caterers, are not allowed to provide on-Site catering.
- 5.2. A person wishing to be approved by ASFM as a Caterer must:
 - 5.2.1. enter into a service agreement with ASFM;
 - 5.2.2. have a Business Food Notification Number;
 - 5.2.3. be a current member of ASFM; and
 - 5.2.4. comply with the Catering Policy.
- 5.3. The Committee may additionally approve a limited number of Stallholders to sell selected products for casual consumption on site to ensure the provision of hot food items for customers with specific dietary requirements.

6. COMPLAINTS

Complaints involving the Stallholders, Customers, committee, staff and volunteers of the Adelaide Showground Farmers' Market Inc, including any decisions made by these individuals which affect Stallholders will be handled in accordance with the Complaints, Grievances and Dispute Resolution Policy.

7. FARM AND PREMISES VISITS

- 7.1. The property of each business/individual applying to become a Stallholder may be subject to a Site visit by the Market Manager or delegate prior to trading at the Farmers' Market. The costs associated with the Site visit are to be borne by the applicant, unless otherwise agreed in writing by the Market Manager.
- 7.2. The Market Manager, or delegate, reserves the right to visit any premises, facility or property listed in the Stallholder's Application at any time, as deemed necessary by the Committee, General Manager or Market Manager.
- 7.3. 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 of Stalls during market trading hours may be made without notice.
- 7.4. The Stallholder must comply with the certification system that is applicable to the Farmers' Market that they attend.

8. SEVERANCE

These Rules must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed.

APPENDIX A – ALLOWABLE PRODUCT POLICY

“ALLOWABLE PRODUCT”

Vegetables	Must be grown in South Australia.
Fruit	Must be grown in South Australia.
Dairy	Must be produced from South Australian milk.
Meat	Animals must be reared and processed in South Australia.
Wild game (inc. kangaroo)	Must be harvested in South Australia and processed by an accredited meat processing facility with current accreditation by the Meat Hygiene Unit (SA Health) and such accreditation must be provided to the Market Manager.
Seafood	Must be caught or farmed in South Australia or in its coastal waters.
Poultry	Birds must be reared and processed in South Australia.
Eggs	Must be produced in South Australia with free-range accreditation that is ASFM-approved.
Preserves	Must be predominantly made from Primary Product grown in South Australia - exceptions may apply.
Honey	Must be produced and packaged in South Australia.
Herbs	Must be grown in South Australia.
Juices	Must be made in South Australia from South Australian grown fruit and vegetables.
Cakes, biscuits, pies & pastries	Must be made in South Australia and comply with the definition of value-added product.
Bread	Must be made from grain grown and milled in South Australia where possible.
Pasta	Must be produced in South Australia from grain grown and milled in South Australia where possible.
Muesli	Must be produced in South Australia and comply with the definition of Value-Added Product.
Dried Fruit and vegetables	Must be produced in South Australia using fruit and vegetables grown in South Australia.
Confectionary	Must be produced in South Australia and comply with the definition of Value-Added Product.
Ready-meals	Must be produced in South Australia and comply with the definition of Value-Added Product.
Nuts, grains and pulses	Must be grown in South Australia.
Dips and pates	Must be produced in South Australia and comply with the definition of Value-Added Product.
Smallgoods (inc. sausages)	Must be produced in South Australia and comply with the definition of Value-Added Product.
Seeds	Must be vegetable, herb & flowers seeds open pollinated, non-hybrid varieties. Seeds without chemical treatment preferred. No genetically modified varieties.
Wine and other beverages	Must be produced in South Australia from fruit and grain grown in South Australia. The product must be packed in South Australia unless otherwise

approved by the Market Manager.

Vegetable, nut, seed oils	Must be processed in South Australia and comply with the definition of Value-Added Product.
Seasonings & rubs	Must be produced in South Australia and comply with the definition of Value-Added Product;
Animal food	Must be produced in South Australia and comply with the definition of Value-Added Product;
Cut flowers, Food plants, nursery stock	Must be grown in South Australia; no fresh produce from Genetically Modified Organisms (as defined by South Australian legislation) is allowed;. Declared plants equivalent of 'noxious weeds' are not permitted.
Compost, Wood, Straw, Hay	Must be produced in South Australia are limited to single step transformation and be from a Stallholders own property or approved property
Worms	Must be produced in South Australia;

"NON-FOOD PRODUCTS"

- Primary Products or their byproducts from the Stallholders' property, fishery or hives must comprise at least 70% of the net weight of the finished product
- The remaining percentage of product used must be ingredients from South Australia unless otherwise approved in accordance with the Rules.
- There may only be only one transformative step between the Primary Product and the finished non-food product (eg leather – not handbags, yarn – not jumpers, wooden planks - not furniture). Any other ingredients must have been grown or manufactured in South Australia unless specific prior approval has been given by the Market Manager.
- Must be processed and packed in SA unless other specific prior approval has been given by the Market Manager.
- Non-Food Product cannot exceed 10% of the total number of varieties of Stallholder goods for sale AND the display of Non-Food Product must only take up 10% of the Stall space unless the Market Manager has agreed otherwise, unless an exemption has been provided.

PLEASE NOTE -

- Stallholders who have produced their own cookbooks or have other items that are of an educational value and pertain to their Stall have the opportunity to promote and sell these in conjunction with a cooking demonstration that they are hosting on the day. When not hosting a cooking demo the Information Stand will sell these items on consignment on an ongoing basis (please note that in accordance with these Rules cookbooks and are not approved items for sale at Stallholder's Stalls).

APPENDIX B - WEATHER POLICY

ASFM may vary the hours of, or cancel, a Farmers' Market on a Market Day due to adverse weather conditions i.e extreme heat, strong winds, catastrophic bush fire warnings and bushfires, heavy rain and flooding.

Decisions can made in relation to weather conditions on Market Days or in advance based on weather warnings issued by the Australian Bureau of Meteorology, State Emergency Service and/or the Country Fire Service

The decision to vary the hours of, or close, a Farmers' Market on a Market Day is at the sole discretion of the Market Manager and/or General Manager.

APPENDIX C - RESPONSIBLE PACKAGING POLICY

INTRODUCTION

The Adelaide Showgrounds Farmers' Market (**ASFM**) aims to reduce the use of and promote the recycling of plastics.

We will work to achieve this by:

- Providing vendors with information on alternative packaging products and where to buy them
- Providing vendors with information on booth display options which mitigate the need for packaging
- Encourage partnerships and purchasing coops with Market stallholders needing similar packaging to reduce costs
- Monitoring, tracking and informing stallholders, market goers, the general public at large of our goals and success

As a first step, we have identified a list of five priority items that will be phased out by 1 April 2019:

Non-compostable produce barrier bags, plastic carry bags, non-compostable coffee/drink cups (including sampling cups), plastic cutlery (including tasting) and plastic straws.

'**Compostable**' means that a product is capable of disintegrating into natural elements in a compost environment, leaving no toxicity in the soil. This typically must occur in about 90 days.

SCOPE

This policy applies to all existing and new stallholders attending the ASFM.

'**Existing stallholders**' are stallholders who have been attending at the ASFM prior to the commencement date of this policy.

'**New stallholders**' are stallholders who start attending at the ASFM on or after the commencement date of this policy.

PURPOSE

This policy has been developed to support ASFM's commitment to reduce the use of and promote the recycling of plastics.

COMMENCEMENT DATE

The commencement date of this policy is 30 January 2019 (the **commencement date**).

POLICY STATEMENT

The ASFM requires existing stallholders to follow the following rules:

1. Effective 1 February 2019 – ALL existing stallholders must 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.
2. Effective 1 April 2019 – ALL existing stallholders must use and offer EXCLUSIVELY compostable produce barrier bags, carry bags, coffee/drink cups (including sampling cups), cutlery (including tasting) and straws. Non-compostable produce barrier bags, carry bags, coffee/drink cups (including sampling cups), cutlery (including tasting) and straws will no longer be able to be offered at the market by existing stallholders.

All new stallholders must follow the following rules from the commencement date of this policy:

3. ALL new stallholders must use and offer EXCLUSIVELY compostable produce barrier bags, carry bags, coffee/drink cups (including sampling cups), cutlery (including tasting) and straws.
4. The use of non-compostable produce barrier bags, carry bags, coffee/drink cups (including sampling cups), cutlery (including tasting) and straws by new stallholders is not permitted

In all cases, from the commencement date of this policy, the following rules apply:

5. In addition to complying with the other parts of this policy, all stallholders **are** encouraged to start reducing and eliminating their use of all single use plastics in the course of all aspects of their trading and business activities within the ASFM.
6. Where a stallholder believes that the use of plastic is required for health standards or product longevity and that such a use is in contravention of this policy, exemptions must be obtained by submitting a written request to the ASFM Operations Manager.

POLICY REVIEW

This policy will be subject to review in August 2019 and thereafter on a 12-monthly basis, unless an earlier review is considered necessary by the ASFM Management Committee and/or executive staff.

VERSION HISTORY

VERSION	AUTHOR(S) POSTION	CHANGES	DATE
1.	CRobertson		16/1/19
2.			
3.			

APPENDIX D - HEALTH AND HYGIENE POLICY

ASFM's food safety requirements are those mandated by the Committee in writing from time to time, by local government and other statutory authorities. Any non-compliance of these measures will attract a penalty and may incur an additional penalty imposed by local government. All food sold at the market must be prepared in premises that have been approved by appropriate councils, as indicated by a Food Business Notification Number.

FOOD HANDLING REQUIREMENTS (for food for immediate consumption and not a Primary Product)

Gloves:

1. If Gloves are worn when handling any food, hands must be washed with soap and dried with single use paper towels before gloves are worn. Gloves do not have to be worn if food handlers are continuously washing their hands in between tasks.
2. Gloves can only be used for one task only and hands must be washed when changing gloves
3. Gloved hands that handle food must not handle money.
4. Use tongs and other utensils when handling food and avoid hand contact.
5. Gloved hands or utensils must not handle raw and then cooked foods.

Food transport and handling ready to eat food:

1. A Food Grade sanitiser is required by all stalls. All surfaces in contact with unpackaged food must be cleaned at the beginning and end of each Market Day with a Food Grade Sanitiser
2. All unpackaged food must be covered during transit to the market and during the operation of the Farmers' Market with sneeze guards or by other methods.
3. All food must be kept off the ground.
4. ASFM is not responsible for goods during delivery to the Farmers' Market.
5. Goods must be delivered and stored in a sealed container where possible and in a sanitary and dust free state and manner.
6. All stalls selling ready to eat food are required to have a digital probe thermometer and must undertake regular temperature checks

Sample Tastings:

1. Tasting samples of product must be accompanied with individual tasting spoons or sticks and a container provided for their disposal.
2. Tasting samples must also be covered.
3. Tasting samples and disposal containers must be changed regularly.

HANDWASHING

1. All Stallholders must have hand washing facilities in their Stalls. These hand washing facilities must be running water with a tap and waste bucket, not just a bucket of water.
2. Hands must be washed at the hand wash basin with soap and dried with single use paper towel before any food preparation, in between tasks and before gloves are worn
3. Stallholders must have hand washing facilities with liquid soap and single use towels. These facilities must not be used for washing utensils.
4. Wastewater must be poured into sewage /sullage points as specified and NOT into gutters or storm water drains. Please see Market Manager if unsure where to pour waste water.

SUSCEPTIBLE PRODUCTS

1. All meat, fish and dairy products must be refrigerated.
2. Stallholders must observe the 2hr - 4hr rule for susceptible food products, using a digital thermometer to test the temperatures.
3. Shelving should be open to allow air flow, and should not be made of wood.
4. Raw and uncooked foods to be stored separately and raw foods must be stored below cooked foods.

5. All food out of temperature control and not kept below 5°C or above 60°C must be discarded at the end of 4 hours.

STALL HYGIENE

1. Stallholders are responsible for any refuse left at their Site and all refuse must be deposited into the designated bins provided.
2. All Stallholders must wash all surfaces used for display of food items before and after each market using a Food Grade Sanitiser. All food contact surfaces must be clean to touch and free from any visible matter or objectionable odour before using the food grade sanitiser on a surface.
3. All Stallholders must sweep their Stall at the end of each market.
4. All Stallholders must ensure takeaway containers, lids, straws, eating and drinking utensils, ice cream cones and food promotional items are correctly protected from contamination.
5. Cleaning chemicals must be kept separate to food and utensils.
6. Name and contact number of Stallholder must be available at Site.
7. Electrical and gas equipment must have current compliance tags.

STAFF

1. All Stallholder's staff must be trained in all food safety procedures. It is the responsibility of the stallholder to ensure that their staff are trained in food safety procedures and requirements.
2. Personal items need to be kept separate from food and utensils.
3. Staff suffering from food-borne illnesses must not engage in any type of food handling that may result in food contamination.

APPENDIX E - CATERING POLICY

On-Site Catering is defined as any food that is transformed (undergoes a process whilst on Site that alters the state in which the food/produce was brought to the Farmers' Market for sale). This includes food that is heated, cooked, juiced, mixed or made on site or at the Stallholder's retail site.

Stallholders, other than designated Caterers and stallholders approved by the committee in consideration of specific dietary requirements, are not allowed to provide on-site catering OTHER THAN the following, which is allowed and encouraged:

Small sample size portions, prepared on equipment such as an electric grill, microwave, gas burner or hot plate that can be accommodated within the confines of the Stall and prepared according to food safety regulations, can be offered for tasting (not for sale)

If applicable, Stallholders are able to use the Market Kitchen for product promotion and to demonstrate how to prepare their product.

APPENDIX F - COMPLAINTS, GRIEVANCES AND DISPUTE RESOLUTION POLICY

Scope

This policy governs the raising and resolution of Stallholder complaints. It applies to Stallholders, Caterers and ASFM.

Principles

ASFM must ensure that all Stallholder complaints made under this policy are:

- dealt with as expeditiously as possible and in accordance with the timeframes set below;
- treated seriously and with sensitivity;
- judged fairly and impartially;
- where necessary, investigated; and
- otherwise determined in accordance with the principles of procedural fairness.

Process

Step 1 - Stallholders who wish to make a complaint must first raise the issue (verbally or in writing) with the Market Manager or their delegate.

The Market Manager will then either:

- hold such discussions and conduct such investigations as are necessary and where practical, the Market Manager should determine an outcome and advise the Stallholder of this within one week; or
- refer the complaint straight to the Committee (in their sole discretion).

Step 2 - If the Stallholder is not satisfied with the initial outcome and wishes to pursue the matter, they must advise the Market Manager in writing. Letters can be addressed to *Market Manager, Adelaide Showground Farmers Market Inc, PO Box 38, Goodwood SA 5034*.

Upon receiving written advice from a Stallholder that they are unhappy with the outcome of their complaint, the Market Manager must inform the General Manager and together they must conduct a review of the initial decision. The outcome of this review must be advised to the Stallholder in writing.

Step 3 - If the Stallholder remains unsatisfied, they may advise the Chairperson of ASFM of this in writing within 30 days of receiving the outcome of the review. Letters can be addressed to *The Chairperson, Adelaide Showground Farmers Market Inc, PO Box 38, Goodwood SA 5034*.

The decision will be discussed at the next meeting of the ASFM Committee which is at least five days after the appeal is received by The Chairperson.

The Committee will determine what action (if any) is to be taken in relation to the matter and advise the Stallholder in writing of the outcome. The decision of the Committee is final and may not be appealed.

Conflict

In the event that a Stallholder complaint relates to the Market Manager, it may be made direct to the General Manager.

If a complaint relates to both the Market Manager and General Manager, it may be made direct to the Chairperson who must bring it to the attention of the ASFM Committee to be determined.

APPENDIX G - CODE OF CONDUCT

ASFM prides itself on providing quality products and excellent service to customers. The primary purpose of this Code of Conduct is to ensure the safety and wellbeing of all people who are on Site while a Farmers' Market is in operation.

Code of Conduct

As a Stallholder I will (and I will ensure that my employees and volunteers):

- Respect and adhere to the Rules
- Demonstrate the highest standards of personal behaviour and integrity at all times
- Conduct myself in a courteous and respectful manner and serve as a positive role model for others
- Treat everyone with respect
- Abstain from physical or verbal abuse and not tolerate this behaviour from others
- Comply with equal opportunity and anti-discrimination laws
- Under no circumstance, attend or participate in a Farmers' Market while under the influence of alcohol and/or controlled substances
- Under no circumstance, consume alcohol or controlled substances while acting as a Stallholder at a Farmers' Market or on the Showground.
- Operate vehicles and other equipment in a responsible manner
- Abstain from any criminal activity