



**ADELAIDE SHOWGROUND
FARMERS' MARKET INC.**

**STALLHOLDER RULES AND
RESPONSIBILITIES**

10 APRIL 2020

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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 ASFM to vend hot or ready to eat items intended to be consumed at a Farmers' Market.
- "**Committee**" means the committee of ASFM.
- "**Executive Officer**" means an employee of ASFM who has overall responsibility for the Farmers' Markets
- "**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.
- "**Free Range**" – Eggs and meat must meet the National Information Standard.
- "**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.
- "**License**" means a license 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.
- "**Member**" means a member of the Association and can include various categories from time to time, such as but not limited to VIP Member, Trade Member, Volunteer Member.
- "**Non-Food Product**" has the meaning set out in the ASFM Allowable Product Policy.
- "**Operations Manager**" means an employee of ASFM who is responsible for the operation of a Farmers' Market/s on a Market Day.
- "**Organic**" - Organic food is food produced by methods that comply with the standards of organic farming and accredited by a certified governing body
- "**Pastured**" - means stock always having access to grazing, living in open paddocks with plenty of room, no overcrowding and definitely no indoor confinement.
- "**Primary Product**" means an agricultural product; for example a vegetable, a fruit, meat, fish and eggs.
- "Primary Producer" means an individual, partnership, trust or company operating a primary production business producing primary product.
- "**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 license fee payable by a Stallholder in respect of a Site, as set out in that Stallholder's License.
- "**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 License.

- "**Times of Use**" means the times set out in the License.
- "**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.
- "**Trade Member**" means a bone fide person or organisation running a business that uses Market produce and is registered with the Market as a Trade Member.
- "**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 product produced and packaged in South Australia that is made of at least - 50% (of finished weight) South Australian grown/produced ingredients. The remaining -50% must be Australian ingredients or, where no Australian-produced ingredients are available alternative ingredients approved by the Operations 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. EXECUTIVE OFFICER

The Executive Officer has overall responsibility for the Farmers' Markets and reports to the Committee.

1.3. OPERATIONS MANAGER

The Operations Manager oversees the day to day operations of the physical market, and ensures compliance with these Rules, in accordance with all ASFM policies as published by ASFM from time to time. The Operations Manager or Executive Office can delegate some or all of the function and authority of the Operations Manager to other ASFM staff members approved by the Executive Officer. The Operations Manager reports to the Executive Officer.

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 Executive Officer.

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 operated by the ASFM (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;
- 1.6.7. Appendix G – Stallholder Code of Conduct; and
- 1.6.8. Appendix H – Market Mix Policy

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 Operations 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 Operations Manager or equivalent.

- 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) Have a fully owned, operated and registered South Australian company/business/entity;
 - (c) be a current member of ASFM;
 - (d) have completed the Producer Guarantee application form and provided the form and all further requested documentation to the Operations Manager;
 - (e) not have had their license to occupy a Stall or trade at a Farmers' Market previously revoked, cancelled or terminated under these Rules or previous versions of these Rules;
 - (f) have had their Application approved by the Operations Manager;
 - (g) sign a License (which includes the Stallholder's agreement to comply with these Rules); and
 - (h) have paid the initial Stall Fees.
- 2.1.4. Only persons whose Application has been approved in writing by the Operations Manager, and who have met the requirements in R 2.1.3 will be eligible to trade at the Farmers' Market.

- 2.1.5. The Operations Manager may decline any Application at their sole discretion.
- 2.1.6. Any Stallholder who has their License terminated under these Rules or their License (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 License ("**Listed Product**"); or
 - (b) Primary Products, Value-Added Products or Non-Food Products that have been previously approved in writing by the Operations 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 Operations 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 Operations Manager in writing using the appropriate forms as approved by the Committee from time to time.
- 2.2.3. Subject to R2.3, the Operations 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 Operations 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 Operations Manager, Executive Officer 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 six months unless subject to seasonal availability outside of the six months, then the approval for that product will be subject to a review and approval for the sale of that product can be revoked by the Operations Manager, Executive Officer or Committee.
- 2.2.6. The provisions in R2.2.1 to R2.2.4 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. If the product or ingredient is not offered for sale for a six month period however, unless subject to seasonal availability outside of the six months, exclusivity of that product will no longer apply. The exemption in this rule is not transferable to another product, Stall or new owner of that Stall or if the stall site license has been previously cancelled or terminated.

- 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 Operations 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 (paid or otherwise), intern 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 required 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. Product prices should not be increased generally to accommodate member discounts which should be a genuine 10% reduction on normal prices. **DISCOUNT NEEDS TO BE APPLIED AS AN ACTUAL DISCOUNT, RATHER THAN A FEW EXTRA PIECES OF STOCK ADDED TO THEIR BAG**

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 farmland 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 \$20 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 Operations 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; minimum \$20,000,000
 - (c) Anywhere in Australia; 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 Operations 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 Operations Manager, the Stallholder will not be allowed to trade.
- 2.5.6. If the Stallholder takes 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 Operations Manager.
- 3.2.2. The Site boundaries for a Stall will be determined by the Operations 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 Operations Manager will endeavor to keep regular Stallholders in the same position each week but permanent Site allocation is not guaranteed.
- 3.2.5. The license 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 Executive Officer and Operations 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 Executive Officer 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 to trade 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 Executive Officer or Operations Manager. Trading hours will be subject to the Weather Policy managed by the Operations Manager
- 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. Stallholders should note that various categories of members are allowed access into the Market to shop prior to the official public trading times.
- 3.3.4. Other than for reasons of safety, Stalls cannot be dismantled until the close of the Market unless prior approval has been given by the Operations 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 30 minutes prior to the opening time of the Farmers' Market.
- 3.3.8. No generators will be allowed to run during market trading hours
- 3.3.9. Where on-Site power is available, it can only be used with the approval of the Operations Manager.
- 3.3.10. Speed limits are to be observed at all times.
- 3.3.11. 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 area subject to approval by the Operations Manager. Penalties, as determined by the Committee and Executive Officer, and provided to Stallholders, may apply for a breach of these Rules.

- 3.3.12. Stallholders cannot sell to any public customer prior to the official opening or following the official closing of the Farmers' Market unless a soft opening is directed by the Operations Manager or Executive Officer at any given time. This does not include any designated member as identified from time to time by the Executive Officer. Sales to other Stallholders and staff are permissible. Sales to registered and identified Trade members during the Trade Only hour prior to the official published trading hours are permissible.
- 3.3.13. Stallholders must comply with the reasonable and lawful directions of ASFM and the Operations Manager from time to time.
- 3.3.14. Stallholders may access their site/s other than at Market trading hours as per 3.3.1 as necessary subject to approval by the Operations Manager for things such as but not limited to: maintenance, deliveries, cleaning.

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 Operations Manager prior to commencing 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 Operations 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 Operations 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. Weight requirements to secure fixtures as issued from time to time by the Operations Manager must be adhered to.
- 4.2.3. Stallholders must request permission in writing to the Operations Manager for additional structures for shade or umbrellas.
- 4.2.4. Stallholders must maintain their Stall and Site in a clean and sanitary manner as determined by the Operations Manager.
- 4.2.5. If requested, Stallholders must follow the Australian Government Business Advice for issuing receipts as follows:

"You must always give your customers a receipt or proof of purchase for anything over \$75. A customer can ask for a receipt for any purchases under \$75. If they do, you must provide them with a receipt within 7 days of their request.

It's generally good practice to offer a receipt to your customers at the time of purchase, regardless of the total amount."

"A receipt or proof of purchase may be printed from a cash register, hand written or a tax invoice.

Any receipt or proof of purchase you give your customers must include:

- Your business name and Australian Business Number (ABN) or Australian Company Number (ACN)
- The date of supply
- Details on the product or service
- The price"

Further information can be found on the following website

<https://www.business.gov.au/Finance/Payments-and-invoicing/Receipts-and-proof-of-purchase>

- 4.2.6. All Stallholders are responsible for any refuse left at their Site and ALL stallholder refuse must be removed from the market by the Stallholder. Stallholders are not to use waste bins provided for customers for the purpose of disposal of any stallholder waste. Table covers and display cloths must be cleaned, folded and stored in a vermin-proof location.
- 4.2.7. Wastewater must only be poured into sewage/sullage points as specified by the Operations Manager and NOT into gutters or storm water drains.
- 4.2.8. At the end of trading on a Market Day, Stallholders must sweep their Site, and take all product off-site unless packed in sealed containers and placed in a storage area approved by the Operations Manager. All remaining items must be lifted off the ground. Stallholders who store refrigerated or any other stock on site during the week do so at their own risk.

4.3. STALL SIGNAGE, LABELLING AND PACKAGING

- 4.3.1. All stallholders must have adequate promotional stall signage on their stall to advertise their stall name and product that should be a minimum of 1500mm wide and at the front of their marquee above head height. All proposed signage to be approved by the Executive Officer and Marketing Communications Officer.
- 4.3.2. 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.
- 4.3.3. All Stallholder signage (banners, blackboards, A-Frames, posters etc.) must be kept within the allocated Site boundaries and the Operations Manager reserves the right to have inappropriate signage removed.
- 4.3.4. Stallholders must have certification for proof of claims that are being made for signage when using terms like organic and biodynamic.
- 4.3.5. 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.

- 4.3.6. Stallholders can voluntarily provide additional information that relates to values or ethics on signage or labels of their food products such as “Minimal Spray” “Pesticide Free” “Organic Methods”, as long as the information is not false, misleading or deceptive.
- 4.3.7. 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. All scales must be calibrated by a third party accredited service at least once every twelve months at the stallholders’ expense and a copy of the certification supplied to the Operations Manager.
- 4.3.8. Any Stallholder giving away stock/branded bags etc. must first have those giveaway products approved by the Operations Manager.
- 4.3.9. In keeping with the ethos of the Market, all packaging should be minimal or nonexistent. Stallholders are expected to work towards packaging free product. All packaging must follow the ASFM Responsible Packaging Policy found in Appendix C.

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 Operations 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 Operations 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 Operations 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 Operations 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 ASFM provides free, supervised pooch parking for customers subject to volunteer availability. Some conditions apply. Location is subject to change at the discretion of the Operations Manager or Executive Officer. Only guide dogs, assistance dogs and dogs in training are permitted inside the Market area.

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 or other stallholders.

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.

4.10.3. All stock or equipment left on site is at the Stallholders own risk including but not limited to freezers, refrigerators, display cabinets, shelving.

4.10.4. All stallholders are responsible to repair or correct any damage they may cause to another stallholders equipment or stock in the process of operating their stall, accepting deliveries or any other reason that may cause damage.

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 Operations 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 Operations Manager.
- 7.2. The Operations Manager, or delegate, reserves the right to visit any premises, facility or property listed in the Stallholder's Application at any time, without warning as deemed necessary by the Committee, Executive Officer or Operations Manager.
- 7.3. The Operations 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. EMERGENCY MANAGEMENT ACT 2004

Should an Emergency Management Directive be issued under the Emergency Management Act 2004 in South Australia or any subsequent update to the Act then these rules and regulations are subject to change without notice.

9. 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.