

WILLUNGA FARMERS MARKET

Introduction

Willunga Farmers Market Incorporated (WFM) is a not-for-profit organisation. The market is open every Saturday from 8.00 am to 12.30 pm at the Willunga Town Square, Main Road, Willunga South Australia.

WFM was the first Farmers Market in South Australia.

It has been operating since February 2002.

WFM has been highly successful due to the high quality produce provided by its stallholders and;

WFM, its management and stallholders operate as a collective to ensure that the produce available is true to its common purpose.

The Purpose of WFM Inc. is to:

- 1) Ensure the successful establishment and continued development of the Willunga Farmers Market.
- 2) Support by means of the Market the production and sale of fresh, local and seasonal produce of the Fleurieu Region.
- 3) Promote by means of the Market wherever possible the practice of sustainable food production in the Fleurieu Region.

Our Vision

To be the Green Heart of the Fleurieu Peninsula.

Our Mission

To provide a venue where local growers and makers sell from the heart for the heart.

Our Values

Authentic, locally produced food by passionate and creative people to provide regional prosperity through ethical and sustainable means

This Code of Practice (COP) is current as of ...1st September 2010.....

A Code of Practice Review will be conducted by July 1 each year. Updates may occur from time to time.

Signed by Chair, WFM Inc. Committee

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Pt.1 Accountability

Purpose of the COP

The WFM Code of Practice (COP) has been developed to establish and protect the **authenticity of WFM**. Authenticity means doing what the Market and its stallholders are promoted as doing. The COP outlines the rules and standards for the products that are sold under its name.

Any variation to these rules is at the discretion of the **WFM Inc Committee** and will be made with consideration of the WFM constitution and in the best interests of the WFM Inc.

Roles and Responsibilities

1.1 The Manager

The Market Manager of WFM manages the day to day running of the WFM and is responsible to WFM Management Committee (the Committee). The Manager ensures WFM achieves its strategic and operational objectives by efficiently and effectively managing, promoting and developing the organisation and its activities. The Manager also ensures the organisation operates safely, efficiently, effectively and within all relevant organisational parameters including the WFM Constitution, COP, resolutions of the Board, WFM Strategic Plan, delegated authority, relevant legislation, Australian standards, policies and any service and funding agreements.

The Manager provides timely information and advice to the Committee and WFM members and reports to the Committee on any matters which warrant their attention. The Manager is the WFM "Public Officer" in accordance with the Associations Incorporation Act 1995 and the WFM Constitution.

1.2 The Committee

The Committee is elected at the WFM Annual General Meeting and is responsible for managing WFM and adhering to its constitution. In doing so, the Committee:

- Sets the strategic and operational goals for WFM; and
- Appoints, gives direction to and supports the Market Manager who in turn reports to the Committee. The committee has the authority to override the manager's decisions.

Committee Members carry out the aims and objectives of the association on behalf of all members, reflect the WFM vision, mission and values, communicate well and often with WFM members, follow committee protocols and act within the WFM Constitution.

The Committee also appoints an Executive Committee comprising of the Chairperson, Deputy Chair and Treasurer. This group has the responsibility to manage urgent decisions that need WFM Committee approval in consultation

with the Market Manager. A Deputy is appointed for each Executive Committee member and may be appointed for other important committee positions as well. The Committee may also appoint Sub-committees as required.

1.3 Stallholders

All stallholders must be farmers, gardeners, fishermen, bakers or cooks resident in the Fleurieu Peninsula or Kangaroo Island who produce what they offer for sale. Stallholder responsibilities are outlined in section 8.

Pt.2 Market Policies

Overview

The WFM integrity policies translate the authenticity of WFM into the operational aspects of supplying produce for sale under the name of WFM.

Stallholders are expected to apply the principles of these policies as they relate to their own business operations.

Any serious deviation from these policies that are brought to the Market's attention will be managed through the WFM Complaints and Disciplinary Procedure, see section 5.3.

2.1 Sustainable Food Production

Principle:

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

Interpretation:

WFM stallholders are expected to practice appropriate environmental management within their businesses. This includes sustainable agricultural practices that are resource-conserving, socially just, economically competitive and environmentally sound. Such practices include:

- Maximising efficient water and energy use;
- Minimising waste production and maximising recycling;
- Avoiding impacts on the natural environment (soil, atmosphere, biodiversity and water); and
- Protecting natural environments within their control.
- Providing appropriate OH & S management, appropriate skill training, & up to date employee entitlements.

2.2 Appropriate Pest and Disease Management

Principle:

Pest and Disease issues should be managed through the avoidance of chemical use wherever practicable.

Interpretation:

Where producers need to use chemicals, it is expected they are used in an appropriate manner. This includes:

- Combining chemical and non chemical controls in an integrated fashion;
- Implementing full traceability and recording procedures; and
- Observing appropriate application rates and withholding periods.

2.3 Food Safety

Principle:

Produce and Value Add food products sold at the Willunga Farmers Market **must** be safe for human consumption.

Interpretation:

The Willunga Farmers Market recognises that customers expect that food purchased from the Market is safe to eat. It is expected that all producers will grow/manufacture, package, transport, store and display their produce in a manner that protects the consumer from food borne illnesses.

It is also the responsibility of all producers to ensure that they hold the relevant State and Local Government licences required for the production and sale of their products and are aware of the production standards and codes of practice that relate to their industry sector.

All vendors at the Willunga Farmers market are required to display a copy of their regulatory licence to produce/sell their products on their stall.

2.4 GMO Policy

Principle:

GMO and GMO based goods are incompatible with the purpose of the Willunga Farmers Market

Interpretation:

No Crops, ingredients or livestock raised on animal feeds using GM plants or organisms may be sold at the Market. Stallholders must declare that no GMO have been used in the production of produce sold at Willunga Farmers Market as part of their application.

2.5 Animal Welfare

Principle:

All animals have an intrinsic value.

Interpretation:

The Willunga Farmers Market recognise that there is an intimate connection that exists between animal welfare and animal health and production. It is expected that production animals under the care or influence of Willunga Farmers Market producers are healthy, properly fed and comfortable.

It is also the responsibility of producers to ensure that where animals require veterinary treatment they receive it and that if animals are to be destroyed, it is done humanely.

Codes of Practice relating to Animal Welfare are legislated for all sectors of livestock production in SA. It is expected that Willunga Farmers Market producers are aware of these codes and operate their farms in a manner that ensures that the requirements of these Codes of Practice are implemented.

2.6 Occupational Health and Safety

Principle:

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

Interpretation:

The Willunga Farmer's Market believes that safety of market visitors, staff and stallholders is paramount in the operation of the market. It is the responsibility of stallholders to ensure that they are familiar with the Willunga Farmer's Market OH&S policies and procedures that impact on the operation of their stall sites.

It is also the responsibility of stallholders to ensure that they recognise the Willunga Farmer's Market Emergency Evacuation signal and that in the event of an emergency that they ensure that market visitors near their stall and their staff are made aware of the need to move to the designated evacuation site.

2.7 Code of Behaviour

It is expected that stallholders act with decorum and respect towards all members of the market.

Pt.3 Market Product Policies

3.1 Origin of Produce and Production

All produce for sale at WFM must originate from the Fleurieu Peninsula and/or Kangaroo Island.

This area is defined as Kangaroo Island and the four council Boundaries of the Fleurieu Peninsula - Alexandrina, Victor Harbour, Yankalilla and Onkaparinga.

Where stallholder's properties straddle the boundary or fall just outside, the Committee has discretion to allow produce from these properties at the Market. This consideration is restricted to 5km outside of the defined Council Boundaries.

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

3.2 Eligible Produce

Stallholders **must** only sell approved products that are itemised in their application/licence.

Only three types of produce are eligible for sale at WFM.

1. Primary Produce

- **Must** be grown in the Fleurieu Region/KI, by the stallholder.

2. Value-added Products

- **Must** be made (baked, pickled, brewed etc) by the stallholder, within the Fleurieu / KI region; and
- All Ingredients must be sourced from the local Fleurieu / KI region, when and where available.

3. Hot Food

- Sale of hot food at the Market is approved on the basis of a separate licence agreement through application with the Committee.

3.3 Exceptions

Exceptions to these rule can only be made through:

- The allocation of a guest stall space (see section 7.6) or
- The grandfather clause which recognises the contribution of founding stallholders and outlines the conditions for their participation (section 4)

3.4 Reselling

Reselling is falsely selling items as produced by the stallholder that have been purchased elsewhere. **ALL STALLHOLDERS ARE STRICTLY PROHIBITED FROM RESELLING AT WFM.** Stallholders must also declare in their license application that they will not engage in the reselling of any produce at WFM.

Process to Address Reselling

3.4.1. Complaint of reselling

- Stallholder is informed of the complaint.
- At the Manager's discretion, a Stallholder may be required to remove produce/product from sale immediately.
- WFM's right to visit places of production is invoked; and
- Time is made to visit the production premises the following week.

To ensure fairness the manager and an appropriate and experienced person will undertake the visit.

If Reselling is Confirmed

- A note is placed on the Stallholders file; and
- A written warning issued and trading banned for one week.
- An inspection fee may be levied on the stallholder, at the discretion of the Committee.

If Reselling is Not Confirmed

- No further action.

3.4.2. Repeat Complaint

- Process follows the above steps.

If Reselling is Confirmed

- **STALLHOLDER IS BANNED FROM TRADING, EFFECTIVE IMMEDIATELY.**

If Reselling is Not Confirmed

- No further action.

3.5 Promotion of Organic and Biodynamic Produce

Organic and Biodynamic production methods are recognised and customers have a strong expectation of authenticity. As such:

- WFM will only allow stallholders to promote their produce and practices as Organic or Biodynamic if they are currently certified by a recognised organisation.
- Stallholders, may however, verbally describe their growing practices as, for example “We use IPM on our farm” or “Grown using organic methods” if that is the case.
- Certification must be displayed on stalls. If any products offered for sale are not Certified, these must be clearly signed as such.
- Stallholders who do not meet these requirements for any reason will be asked to remove the terms Organic and Biodynamic from their promotions.
- The promotion of the terms Non Certified Organic or Non Certified Biodynamic are prohibited at WFM.

Pt.4 Grandfather Clause

In recognition of the contribution of the founding stallholders of the WFM, an exemption to the rules of eligibility, based on origin of produce and production, has been made for certain stallholders. The WFM Committee will notify these stallholders in writing.

Conditions

- It is intended that if the business is sold, these stallholders leave WFM or remove their products from sale, their exemptions will be not be continued.
- If an equivalent local product becomes available that the 'grandfathered' stallholders sell, their exemption will be reviewed. The availability of Organic or Biodynamic stallholders will not trigger the review process to ensure a 'Grandfathered' stallholder can only be replaced with equivalent local stallholders.
 - The review process will only occur once the 20% rule regarding a particular product has been exceeded for three months. (See section 7 Product Selection Criteria)
 - 'Grandfathered' stallholders will be given a further three months notice regarding their position.
 - If the incoming local stallholder leaves WFM during this time the review will be discontinued; and
 - If multiple stallholders are affected, reviews will occur on a last in first out basis.
- As a condition of their exemption, 'Grandfathered' stallholders must display clear signs indicating to customer where their products originate.

Pt.5 Compliance

5.1 Market Audit

To maintain the integrity of WFM and ensure that the products available meet our COP, periodic surveys of stalls will be undertaken on Market Day.

5.2 Corrective action

- Products on sale, which are not itemised in the stallholder's application/license, will be required to be removed from sale immediately. Stallholders may of course apply for additional products to be included in the stallholders' application/license (see section 7.4 Additional Products).
- Products not meeting WFM definition of eligible produce (See section 3.1) will be banned from sale.
- Ongoing sale of non-approved products will invoke the use of the WFM Complaints and Disciplinary Procedure and may result in a permanent ban from the Market.

5.3 WFM Complaints and Disciplinary Procedure

The WFM Complaints and Disciplinary Procedure will be used to resolve complaints and issues that undermine the authenticity and public face of the Market.

Escalating and serious issues will be managed through this procedure,

A copy of the WFM Complaints and Disciplinary Procedure is available through the Market Manager.

Pt.6 Membership

6.1 Membership Conditions

The WFM Inc has a community & producer membership. The following rules apply:

- Membership of the WFM Inc is open to anyone and is valid for one calendar year.
- A membership card will be issued to each member on receipt of their annual fee.
- The membership number and expiry date is shown on the card.
- Membership cards must be produced to receive the 10% discount available to members.
- All stallholders are entitled to ask a member to produce their membership card to receive the 10% discount.

6.2 Fees Refer to the Schedule of fees in Application Form

This fee entitles members to:

- Receive 10% discount on goods for sale at the Market (excluding the Breakfast and Information Stalls).
- Receive a WFM Inc Bag.
- Apply for a stall at the Market.
- Receive WFM seasonal newsletter.
- Voting rights at WFM Inc meetings and eligibility for nomination for a position on the Market Committee.

Pt.7 Stallholder applications

7.1 NEW Stallholder Applications

All prospective vendors must complete:

1. WFM Licence to Trade Application Form
2. 100+ points form.
3. WFM Membership application form

These forms are to be submitted to the Market Manager and must include

- copies of regulatory permits / licences
- insurance 'Certificate of Currency' for Public Liability and Product Liability insurance (\$10 million per claim).
- A detailed location of all places of production including certificate of title and folio numbers for all stallholder production premises.
- Copies of Council Rates Notices for all production premises.

The Manager will then assess the application, inspect the business premises and will make a recommendation of the application to the Management Committee.

A Licence to Trade may then be granted.

Note: The WFM Management Committee reserves the right of final decision regarding all stallholder applications.

7.2 WFM Licence to Trade

A WFM Licence to Trade is granted for stall space and the sale of products.

- The Licence for Trade is valid for 12 months, renewable each year
- Stallholders with seasonal produce are issued with a shorter Licence to Trade for the applicable period.
- WFM licence for trading is for 12 months, renewable on August 1st each year
- Stallholders with seasonal produce are issued with a shorter licence for the applicable period.
- Stallholder WFM licences are non transferable and will be cancelled with the transfer of ownership of a stallholders business.
- A new licence subject to approval of the Committee, may be granted on the basis of continuity of attendance, and on the same terms as the existing business.

In the event of sale of the business the new owner must ensure that they submit an application for their own WFM licence to secure a stall site at the WFM. This new licence must be approved prior to trading for the new owner to be able to

trade at WFM. If the new licence application is not submitted and approved by 10am Wednesday prior to the next Market, the Committee reserves the right to offer that site to another approved applicant

7.3 Sale of Business and Licence to Trade

- A WFM Licence to Trade is ***non transferable*** and is cancelled with the transfer of ownership of a stallholder's business.
- A prospective new owner must be informed by the vendor that they need to complete and submit a New Stallholder Application as above to test their eligibility before the sale of a business if they wish to become stallholders at WFM.

A Licence to Trade must be approved and issued before a new owner is able to trade at WFM.

7.4 Additional Products

Any new additional products to be offered for sale by any vendor must be approved by the Market Manager before sale commences.

7.5 Annual Renewal of Licence to Trade

ALL WFM Stallholders will complete and submit a Renewal Stallholder Application annually. They must complete:

- WFM Licence to Trade Application Form
- 100+ points form.

Their details will then be updated and a new Licence to Trade will be issued.

In addition during any year stallholders must renew:

- WFM Membership when it falls due
- Certificate of currency of their insurance policy.

7.6 Guest Stalls

Prospective vendors from outside the Fleurieu Peninsula boundaries (see section 3.1) must complete a New Stallholder Application as above plus must:

- be offering primary produce for sale that is not available, is in short supply and in demand on the Fleurieu Peninsula (subject to the 100 points system).
- agree and sign a waiver to the effect that if at a future date the produce they are offering becomes available locally in sufficient supply they will lose their right to a WFM Licence to Trade after 3 months notice and on a “*last one in, first one out*” basis.

7.7 Agencies

A producer who wishes a current WFM Stallholder to sell their produce as an Agent must complete a New Stallholder Application as above:

Stallholders may represent a maximum of 2 producers as agent

- Each producer represented by an agency will pay the WFM an agency fee as prescribed by the schedule of fees.
- The Agency must be approved by the Management Committee on recommendation from the Market Manager.
- As a general policy WFM discourages agencies and encourages producers to become stallholders in their own right.

7.8 Stall Site Fees

See current fee schedule in application form for details

Pt.8 Market Operating Rules

8.1 General Operating Conditions

The Willunga Farmers Market Inc (WFM Inc) is held in the Willunga Town Square on Main Road every Saturday morning from 8am to 12.30pm; except where specifically notified.

- WFM is a smoke-free zone.
- WFM is responsible for control of noise, ensuring minimal disturbance of residents. The EPA provisions regarding noise are to be complied with. No public address system announcements are to be made prior to 8.00am.
- WFM is responsible for maintaining the Town Square in a clean and tidy condition. All rubbish, including vegetable matter, is to be placed in bins provided or removed from site by stallholders.

8.2 Extreme Weather Policy

- If temperature forecast for Noarlunga, is above 38C on market day, the Market can close earlier at the discretion of the Market Manager. 11.30am is the earliest the market will close.
- If an extreme weather event is forecast eg: a severe storm, stallholders can cancel their bookings as per section 8.3 below by 10.00AM on FRIDAY morning without penalty
- If an extreme weather event is occurring on market morning before 8am stallholders can choose not to set up . However stall fees will still be payable.
- If a severe weather event persists the market will only be cancelled if asked to do so by emergency services in the interests of public safety.

8.3 Bookings/ Cancellations

- Bookings must be **confirmed** with the Market Manager **NO LATER THAN 10AM WEDNESDAY PRIOR TO MARKET.**
- Site bookings must be **cancelled NO LATER THAN 10AM FRIDAY PRIOR TO MARKET.** There will be no refunds of site fees for late cancellations or non-appearance without cancellation at the Market even for extreme weather events.

Extenuating circumstances will be handled at the Managers discretion.

8.4 Stall Assignment

- Assignment of stalls will be on a first come first served basis, however, priority will be given to regular weekly stallholders.
- If you have a permanent site and leave for more than 4 consecutive weeks your space will be forfeited. The Market Manager will try to give you your original space, however if a new regular stallholder has filled that gap, they will not be asked to move. (If harvest means a longer absence, prior negotiation with the Market Manager is advised)
- Stall distribution is at the discretion of the Market Manager in line with the best interests of the WFM Inc. A plan of the set-up will be kept by the Market Manager.

The WFM Inc reserves the right at any time to alter the size, shape and position of floor plans as may be necessary for the best interests, risk management and legal requirements of the market.

Pt.9 Occupational Health and Safety

9.1 OH&S requirements

9.1.1 The primary objectives of the WFM incident/accident reporting policy are to ensure that:

- All incidents/accidents are reported, investigated, assessed for risk, and have control measures implemented and monitored; and
- All reports and investigations are retained and the information is analysed to monitor health and safety performance.
- The reporting of incidents/accidents, hazards and near miss events and the investigation and control of them will provide a systematic approach with the aim of preventing recurrences of unplanned events.

9.1.2 Stallholders are required to comply with their statutory obligations for OH&S including:

- Complying with legislative requirements.
- Possessing appropriate licences and certificates to undertake their business,
- Complying with WFM reporting mechanisms during the term of their participation in the WFM.
- Demonstrating adequate insurance cover for their operations.

9.1.3 Stallholders shall ensure that they:

- report any market related injury/hazard/near miss immediately or at least within 24 hours of it occurring;
- complete a WFM Incident/Accident Report form;
- assist in any incident/accident investigation & offer suggestions on actions taken to prevent a recurrence.

9.1.4 The primary objectives of the WFM incident/accident reporting policy are to ensure that:

- All incidents/accidents are reported, investigated, assessed for risk, and have control measures implemented and monitored; and
- All reports and investigations are retained and the information is analysed to monitor health and safety performance.
- The reporting of incidents/accidents, hazards and near miss events and the investigation and control of them will provide a systematic approach with the aim of preventing recurrences of unplanned events.

9.1.5 When a stallholder identifies a hazard or near miss event they shall:

- Immediately isolate the hazard to protect others from injury.
- Report the hazard or near miss to their Manager
- Complete the appropriate documentation within 24 hours of the event occurring.
- Assist in any investigation

9.1.6 When an employee or stallholder is involved in an incident:

- 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 Manager as soon as possible after the event occurring;
- the incident/accident documentation shall be completed within 24 hours of the event occurring, or as soon as practicable after the event, if time is lost. If a stallholder is unable to complete the form due to injury or illness, the form shall be completed by the manager, in consultation with any witnesses to the event.

Pt.10 Legal Requirements

10.1 Signage

- All vendors must have signs that display their name and address in a prominent manner whilst trading at Market.
- All prices must be clearly marked or signed.

10.2 Labelling

- All vendors must comply with appropriate ANZFA labelling regulations and acquire any necessary licenses (eg for wine sales) or regulatory industry permits for selling or producing their products.

10.3 Weights & Measures

- Vendors who weigh goods on site must use certified scales as required under the Weights & Measures act.
- Vendors who prepack must also use certified scales as required under the Weights & Measures act, and weight (representative of the minimum weight) must be listed on packets.

10.4 Food Safety

When selling at the WFM Stallholders and their employees must comply with the applicable South Australian legislations and regulatory requirements. Details of these requirements are available from the SA Department of Health website and WFM office. As a minimum:

- All produce offered for sale must be in accordance with applicable chemical withholding periods
- All produce and containers of produce must be kept at least six inches off the ground.
- All booths must have overhead protection and ready to eat foods shall be pre-packaged or protected with sneeze guards
- All perishable products (including living products such as bean sprouts) must be stored at 4C or below whilst at the market and during transport to the market.
- No boxes displaying brand names other than the Stallholder's own may be used to display product for sale.
- Food preparation (except trimming of fruit and vegetables) is prohibited in the WFM area, with the exception of the Breakfast Stall and the Guest Chefs.
- Processed foods must be processed in an approved facility and properly packaged and labelled under clean and sanitary conditions.
- Dried fruit and shelled nuts sold in an unpackaged bulk form must be displayed with a cover and conform to dispensing methods approved by the City of Onkaparinga.
- No live animals, birds, or fowl may be kept or allowed within 20 feet of any area where food is stored or held for sale.

10.5 Set up, Safety and Sanitation

WFM's goal is to have a safe and aesthetically pleasing market. Causing or maintaining an unsafe or unsanitary condition at WFM is prohibited. Disciplinary action will be taken against any Stallholders who do not abide by the following requirements:

- All display table frontages must be behind the set up line designated by the market manager.
- No boxes or produce displays may extend into the common customer traffic areas.
- Tables and other display fixtures must be sturdy and not overloaded to a point where they are unstable.
- **All shades and shelters must be tied down and secured in all weather conditions or be subject to immediate removal.**
- Before transacting any sales, Stallholders shall ensure that their selling areas and immediate surrounding grounds are free of any produce trimmings, droppings, or other litter.
- Any trimming of produce must be done so that trimmings fall into a container and not onto the ground.
- Before leaving the market, all litter, toothpicks, and product debris in the Stallholder's area, including the area extending halfway into the common traffic area, must be collected regardless if the litter originated in the Stallholder's area.
- If a Stallholder stains concrete or asphalt during the course of their WFM activities, a \$200 cleaning charge will be levied if the stain is not removed by the Stallholder at the end of the market.

10.6 Product tasting

Product tasting samples may be distributed in accordance with the legislative requirements:

- Keep tasting samples in clean containers. These tasting samples must be kept cool and protected from contamination by dust, dirt and insects.
- Use toothpicks or disposable utensils to distribute the tasting samples.
- Dispose of pits, peels, and rubbish in leak-proof garbage receptacles with close-fitting lids.
- Use clean, disposable plastic gloves or use hand sanitizer when cutting produce for samples.
- Fresh produce intended for sampling must be washed and cleaned.
- Utensils and cutting surfaces must be washed and sanitized.
- Cutting surfaces must be smooth, non-absorbent, and easily cleanable.
- No offering of tasting sampling may take place outside of the Seller's stall.
- When providing samples of any kind, a rubbish receptacle must be available for public use.

10.7 Slaughtering

- Slaughtering of livestock / poultry must occur at certified / licensed abattoirs

10.8 Regulatory Licences

- Licenses that are related to food safety and businesses, such as meat or dairy, that need a permit to be a producer.
- These regulatory licences are to be displayed on stalls.

Copies of these licenses must be given to the Market Manager prior to selling at the Market.

Pt.11 Quality Assurance

- All vendors are expected to maintain the Market's standards of freshness and high quality.
- Vendors are responsible for the decoration and the maintenance of their site in a clean and tidy condition at all times.

The Market Manager reserves the right to refuse the sale of goods not considered of an acceptable standard under the new ANZFA food safety regulations.

Pt.12 Packaging

- Wherever possible, packaging should be biodegradable and/or recyclable

Plastic carry away shopping bags are not permitted for use - the exception being for plants.

Pt.13 Indemnity and disclaimer of liability

- 13.1 All Stallholders, Vendors, and Participants ("Vendor") hereby indemnify the WFM from any damage, claim, proceeding, suite, action, order judgement, settlement, expense, cost or liability arising from or in relation to any action, negligence or failure on the part of the Vendor their employee or agent causing any loss, injury or damage, including any consequential damage or loss to any person or entity, including other Vendors, the general public, the Vendor or others, whether such action, negligence or failure occurs in the space occupied by the Vendor or elsewhere but arises out of the Vendor's occupancy or any thing connected with its occupancy.
- 13.2 The WFM will not be held liable for any loss, injury or damage to the property or person of the Vendors, their employees or agents due to fire, theft, accidents, heat, cold, delay, disease or any cause whatsoever, and howsoever such loss injury or damage may arise from use or occupancy of the site.
- 13.3 The WFM assumes no liability for any injury, damage or loss resulting or arising from or pertaining to the failure of the Vendor to comply with the provisions of this agreement.
- 13.4 The WFM denies all liability and will not be held responsible for any action or representation made to or by a Vendor, its employees or agents where a "Certificate of Currency" in the name of the Vendor in relation to prescribed insurance cover is not held by the WFM Inc office, or forwarded promptly to WFM upon renewal.

Pt.14 Electrical testing and tagging requirements

14.1 Electrical appliances and equipment

The primary objectives of the WFM electrical safety policy are to provide protection from:

Electric shock arising from:

- Exposed contacts and conductors
- Damaged installation on electrical plant and equipment, including cables and leads
- Wet conditions in the area where the equipment is used
- Incorrectly wired connectors or equipment.

Risk of fire arising from:

- Heating equipment
- Loose connections
- Overloaded or short circuits
- Inappropriate electrical equipment in hazardous settings.

Employees and stallholders shall ensure that electrical hazards are reported in accordance with the requirements of this document. In particular employees and stallholders shall ensure that

- Any equipment is advised to the Manager and shall not be approved for use unless it has been included on the Register of Electrical Equipment.

14.2 Use of double adaptors and power boards

Use of double adaptors is not permitted.

WFM recognizes that at times it may be necessary to use power boards, however the following will apply:

- A power board 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.
- In wet or other hazardous areas, power boards must be secured in position.

14.3 Access to switchboards and circuit breakers

Access to these areas is restricted to authorised persons only.

Reports of tripped circuits and requests for resetting tripped circuits shall be directed to the Manager.

All electrical equipment, fittings or materials must be tested and tagged by a registered electrician every 12 months.

The outward sign of compliance with the Act will be that the equipment bears an electrical test tag to AS3760

All equipment, fittings or materials used, may be subject to inspection.

If any such equipment, fittings or materials are deemed not to comply with OHS&W regulations, nor to be safe for any reason, they shall be removed from the site at the expense of the participant.