



STALLHOLDER CHARTER

Bellinghen Growers Market Association Stallholders Terms & Conditions

This charter outlines the principal rules and guidelines necessary for the Bellinghen Growers' Market (BGM) to operate with compliance and efficiency.

The BGM will assess a stallholder application and possibly grant permission to conduct a stall at the BGM on condition that the stallholder accepts and complies with the provisions of this charter.

Please complete and sign the agreement page and application page and return to the BGM email bellogrowersmarket@gmail.com or provide directly to a committee member.

THE BGM OBJECTIVES

The BGM aims to:

1. help local growers, farmers, artisans, artists and value added producers to sell their product to the local community;
2. facilitate networking between local producers and the community, to foster the beneficial exchange of knowledge, ideas and information;
3. provide a venue where people can shop, socialise and relax in a friendly environment to build our community spirit;
4. strengthen the local economy by showcasing quality produce and crafts; and
5. promote local musicians and performers.

ABOUT BGM

The BGM is a non-profit incorporated association run on a voluntary basis by a steering Committee. The Committee consists of stallholders and interested community members. The BGM association has adopted the model rules for incorporated associations without any modification.

As from 20 March 2023, the BGM is held every Saturday of the month from 7.30 am to 11.30 am - **except the 3rd Saturday of the month** - at the Bellinghen Showground, Black St, North Bellinghen.

STALLS

- The BGM Committee reserves the right to use their discretion in accepting any stall holders.
- The maximum size of an outside Stall is 3m x 3m
- A stallholder may wish to have 2 x 3m x 3m stalls for a larger fee.
- Small stall fees may be negotiated at the Market's discretion.
- Powered site fees can be made on application.
- Inside stalls are available on application and incur a higher rate.

Stall sites fall into two categories:

1. Permanent sites

1. The stall holder commits to attend on a regular basis every market of each month. This entitles the stall holder to a guaranteed site position.
2. BGM will consider whether to grant a stall holder permanent status after the stall holder has traded at 4 consecutive markets.
3. If a permanent stallholder is unable to attend the BGM on a market day, the stall holder is required to notify the BGM Stallholder Liaison Officer **by the Wednesday prior to the market**.
4. The stall holder is required to pay half the stall fee for the missed market - this can be arranged at the following market.
5. Permanent stallholders are expected to attend every market day. In the event that a permanent stall holder does not attend 3 markets in a 3-month period, BGM reserves the right to revoke the stallholder's permanent status.

2. Casual sites

1. Casual stallholders are required to notify the BGM Stallholder Liaison Officer no later than the **Wednesday before the market** if they wish to attend.
2. The fee for a casual site is slightly higher than that of a permanent site and does not guarantee the stallholder a fixed site position every time.

STALL FEES FOR 2023

Payment of stallholder fees are made on the day of the market.

PERMANENT STALLHOLDER FEES

SIZE	No power	With power
3m x 3m	\$30	\$35
Double stall	\$50	\$55
Extra 1m	+\$10	
Inside Hall	+\$5	
Insurance	+\$10	

CASUAL STALLHOLDER FEES

SIZE	No power	With power
3m x 3m	\$40	\$45
Double stall	\$70	\$75
Extra 1m	+\$10	
Inside Hall	+\$5	
Insurance	+\$10	

INSURANCE

Each stallholder must provide BGM with a copy of their current insurance. If the stallholder is uninsured, they will be liable for an additional \$10.00 fee (as per fee structure above). However, stallholders in the following categories must have their own insurance, as the BGM policy does not provide cover for these particular activities and products:

- Second hand electrical goods and toys
- Cosmetic and beauty products
- Medicines, potions, oils, fragrances and soaps

- Amusement rides of any kind
- Massage, manipulation of muscle, chiropractic or similar
- Hazardous, flammable or dangerous goods.

BGM's public liability insurance policy does not cover injury to performers such as actors/musicians/entertainers/participants even while performing.

STALLHOLDERS' RESPONSIBILITIES

- Stallholders must be ready to trade and all vehicles must be off site by 7.15 am.
- No car access allowed until 11.30 am for regular Markets. The Committee can make an exception due to inclement weather or changed market conditions. Stallholders will be advised by such changed conditions.
- All Local, State and Federal regulatory obligations must be met by, and are the responsibility of the stallholder.
- It is the responsibility of vendors of processed food to comply with appropriate Council regulations and the standards and requirements of the NSW Food Authority.
- Produce and services should be offered at fair and market-driven prices.
- Each Stallholder is responsible for bringing all the equipment they need and for leaving the site clean and tidy. Brooms and dustpans are available for this purpose. It is Showground policy that we leave the venue clean and tidy.
- Stallholders must ensure their scales are precisely calibrated. The Dept of Fair Trading makes periodic checks.
- It is a policy of the Showground that: **All food scraps must be taken home with the stallholder and must not be left at the showgrounds.**
- **The BGM will not tolerate any violent, abusive or otherwise inappropriate behavior on the part of any stallholder or patron. If it has been reported to the committee that a stallholder has engaged in any of the above they will be issued with a warning and any repeat offence will no longer be able to trade at the market.**
- No plastic bags or non-compostable disposable containers allowed.
- No smoking allowed.
- If a stallholder cannot attend a Saturday market they must email bellogrowersmarket@gmail.com no later than the Wednesday before the market.

LABELING OF PRODUCE & PRODUCTS & SELLING PRACTICE

The Bellingen Growers Market aims to support organic produce as a priority and promote the markets to the patrons in this way. It is the responsibility of the stallholder to **ensure they are not misleading patrons in the ways their produce was grown.**

For that reason **all fresh food must clearly display** the following colour coded labels:

- Certified Organic: Proof of certification must be displayed on market stalls.
- Certified organic NON-LOCAL must be labeled in **DARK GREEN.**
- Certified organic LOCAL must be labeled in **LIGHT GREEN**
- Chemical free LOCAL (including Hydroponics/Aquaponics) labeled in **YELLOW**
- Conventional LOCAL **RED**

***Note: Locally grown is defined as being produced / grown within a 200km radius of Bellingen.**

- Failure to correctly colour-code and label produce is a breach of the conditions on which permission to hold a stall is granted.
- Stallholders must display the origin of produce.
- The on-selling of wholesale conventional produce is allowed but must be labeled correctly with **RED** label and must be grown / produced within 200km of Bellingen.
- If a breach of terms happens, stallholders will receive a warning to comply and if they do not wish to correctly colour code will no longer be able to trade at the market.

Value Added Food Produce **MUST** be have following labeling (as a minimum):

- Name, address and contact number of producer
- Net weight of contents
- All ingredients listed in descending order by weight
- Use by date
- A Nutritional Value must be included, see (<http://www.foodstandards.gov.au/npc/>) for more information.

NON-COMPLIANCE WITH THE BGM CHARTER

Casual Stallholders

If a breach of the market charter occurs, the BGM will bring the alleged breach to the casual stall holder's attention and a request made to change practice or behavior so as to adhere to the Charter regulations. Should this not be correctly addressed or rectified the approval for a casual

stallholder to trade at the market will be immediately withdrawn.

Permanent Stallholders

In the event of an alleged breach of this charter by a permanent stallholder the alleged breach will be brought to the permanent stallholder's attention and a request made to change practice or behavior so as to adhere to the Charter regulations. Should this not be correctly addressed or rectified the BGM will consider withdrawing the stallholder's right to trade and proceed as follows:

- BGM will write to the stallholder describing the alleged breach requesting the stallholder to change their non-conforming practice. Any written response is required within 7 days.
- If there is a written response provided that requires committee consideration, the BGM will consider this at the next committee meeting and provide a written response and decision.
- If the breach is not rectified and the non-conforming practice continues the stallholder's permanent status will be revoked and no longer able to trade.

CANCELLATION OF PERMANENT STATUS ON OTHER GROUNDS

BGM reserves the right to cancel a stallholder's permanent status on the basis of behavior which threatens the safety of the public or the duty of care of the committee.

AGREEMENT TO CHARTER

I have read the terms and conditions outlined above and agree to abide by the BGM Market Charter.

STALLHOLDER NAME : (please print)
STALLHOLDER SIGNATURE:
DATE:



BELLINGHEN GROWERS' MARKET STALLHOLDER APPLICATION FORM

Stallholder Name:	
Business Name:	
Address:	
Phone:	
Email:	
Stallholder Status:	
<input type="checkbox"/> Casual	<input type="checkbox"/> Permanent
Products to be sold: (Note: Written application to the Growers' Market committee is required for any change in products sold)	
Insurance Provider:	
Policy Number:	
Insurance Period:	

I understand that in order to trade at the Bellinghen Growers Market I will be charged an additional insurance fee until I present my current policy certificate.

Signed _____ Date _____