



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. Stallholder applications will be assessed before granting permission to conduct a stall at the Growers Market on the condition the stallholder accepts and complies with the terms and conditions of this document.

Please read the below thoroughly before you sign the agreement form and your application page before returning to the BGM email bellogrowersmarket@gmail.com. If you have any questions, please get in touch.

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 which must meet our 'MAKE IT, BAKE IT OR GROW IT' criteria; 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 and empower our community spirit;
4. Strengthen the local economy by showcasing quality produce and crafts; and
5. Promote and support local musicians, performers, and community groups.

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.

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The BGM is held every 1st, 2nd, 4th and 5th Saturday of the month from 7.30 am to 11.30 am at the Bellingen Showground, Black St, North Bellingen. The Bellingen Growers Markets also runs the Bellingen Artisan Market.

STALLS

- The BGM Committee reserves the right to use their discretion in accepting any stallholders.
- 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:

- Stallholders that attend every market are given preference on choice of site position. •

Permanent stallholders are required to notify the BGM Secretary via email:

bellogrowersmarket@gmail.com or text (phone number supplied in email signature) **by the**

Wednesday prior to the market if they are unable to attend.

- New or casual stallholders are required to apply / notify the BGM Secretary via email:

bellogrowersmarket@gmail.com **by the Wednesday prior to the market if they wish to attend.**

STALL FEES FOR 2024

Payment of stallholder fees are collected on the day of the market. We ask you to please have the correct cash on the day, so change is not an issue.

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

SET UP & PARKING:

- Arrive from 5.30am-6.30am via Hammond St gate. You will be directed to your site.
- Stallholders must be ready to trade and all vehicles off site by 7.15 am.

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- No cars are allowed in before 11:30am for packdown and must be removed by 1pm. ONLY use Hammond Street gate for access. The Committee can make an exception due to inclement weather or changed market conditions. Stallholders will be advised by such changed conditions.

WET WEATHER POLICY:

The market will go ahead with a bit of rain. We only cancel if there is extreme weather, or the grounds are unsafe. Stallholders will be advised asap and notifications will be placed on our Growers Facebook and Instagram pages. Please come prepared for all weather.

INSURANCE

BGM insurance covers most stallholders, however highly recommends all stallholders also have their own insurance. BGM's public liability insurance policy does not cover injury to performers such as actors/musicians/entertainers/participants even while performing.

Stalls in **the following categories are NOT covered by BGM insurance and MUST have their own insurance.** An updated certificate of insurance must be provided every year.

- 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.

Other stall types NOT covered are in Appendix 1. Please check this list thoroughly as it is the stallholder's responsibility to ensure that they have adequate insurance.

Food stalls MUST meet Health and Food Safety standards. Hot food stalls must also have council food and safety and food supervisor certificates. To learn more of what's expected from food stalls at markets, please click on the links below.

<https://mymarketinsurance.com.au/>

<https://www.foodauthority.nsw.gov.au/retail/home-based-mixed-businesses>

<https://www.foodauthority.nsw.gov.au/retail/markets-and-temporary-events>

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STALLHOLDERS' RESPONSIBILITIES

- To be respectful, considerate and friendly.
- Compliance with Council and NSW Food Authority are the responsibility of the stallholder. • All Local, State and Federal regulatory obligations must be met by, and are the responsibility of the stallholder.
- Each Stallholder is responsible for bringing all the equipment they need and leaving the site clean and tidy as per the Showgrounds policy. Brooms and dustpans are available for this purpose.
- It is the Showgrounds policy 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 behaviour on the part of any stallholder or patron.**
- No plastic bags allowed. Containers must be glass, compostable or (when other options are not possible) reuseable.
- NO smoking in the market.

LABELLING OF PRODUCE & PRODUCTS & SELLING PRACTICE The Bellingen Growers Market aims to support organic produce as a priority, be in integrity with our messaging 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 LOCAL: Labelled in **GREEN** (Proof of certification must be displayed on market stalls)
 - Chemical free LOCAL: Labelled in **YELLOW** (including Hydroponics/Aquaponics)
 - Conventional LOCAL: Labelled in **RED**
- Locally grown is defined as being produce that is grown within a 200km radius of Bellingen. The on-selling of wholesale conventional produce is allowed but must be labelled correctly with **RED** label and must be grown / produced within the 200km 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. If a breach of terms happens, stallholders will receive an instruction to comply and if they do not wish to correctly colour code will no longer be able to trade at the market.

NON-COMPLIANCE WITH THE BGM CHARTER

In the event of an alleged breach of this Charter by a stallholder the alleged breach will be brought to the stallholder’s attention and a request made to change practice or behaviour, 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 will no longer be able to trade.

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:

BELLINGEN GROWERS' MARKET STALLHOLDER APPLICATION FORM

Stallholder Name:
Business Name:
Address:
Phone:
Email:
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 am required to supply correct and updated information and present my current insurance policy certificate if my products or services are on the exclusion list provided in the Appendix 1.

Signed _____ Date _____

APPENDIX 1

All stallholders in the following categories **MUST** have their own insurance and provide an updated certificate of insurance every year. Although the majority of these particular activities and products do not apply to the BGM, they are listed here in full for your reference and responsibility.

- a) adult toys;
- b) animal feed (excluding for domestic pets);
- c) any alcohol products.
- d) any beauty treatments (excluding hair braiding, face painting using natural/nontoxic paints, henna painting);
- e) essential oils (which is to be used internally or directly on skin);
- f) explosive tools, fireworks, flammable liquid or bulk pool chemicals;
- g) fertilisers;
- h) guns and/or ammunition;
- i) gym equipment and bicycles;
- j) hazardous, flammable or dangerous goods (excluding candles);
- k) knives, swords or spears (excluding cutlery);
- l) massage, chiropractic treatment or similar type treatment;
- m) mechanical & electrical goods;
- n) medical equipment;
- o) medicines, potions, beauty products or nail polish (excluding soap);
- p) model aircraft;
- q) motorised vehicles;
- r) parts for motor vehicles;
- s) power tools;
- t) preparation of any body part for, or the application of, any tattoo or body piercing item; u) products intended to be used in connection with the navigation of vehicles, aircraft or watercraft; v) products sold in containers exceeding 5 litres or 5 kilograms;
- w) products that have been dispensed or have been repackaged into smaller containers for retail sales, except where the original product dispensed has not been altered, mixed or blended with any other ingredients or products with clear product labelling of use and ingredients; x) silicone and latex products;
- y) tobacco products and nicotine replacements, personal vaporizers products;
- z) toys (including board games); or
- aa) vitamins, herbs, protein powders, nutraceuticals or any health and weight loss products;