TAMWORTH GROWERS' MARKET Inc.
Trading as:

TAMWORTH COMMUNITY SATURDAY MARKETS

Code of Practice

Tamworth Growers' Market Incorporated is a not-for-profit organisation that operates as Tamworth Community Saturday Markets (TCSM).

Our mission is to add value to the Tamworth community by offering a space to connect people to producers and suppliers who are offering a range of products that are locally produced, seasonal, ethical, fresh, handmade, repurposed and/or that little bit different.

This Code of Practice has been developed by the Tamworth Community Saturday Market Committee to protect the authenticity of the market and to ensure that the producer and market are providing the consumer with products and services that are authentic.

This document outlines the rules and standards for the products that are sold and conduct of stallholders at TCSM.

DEFINITIONS

Market day:

The day on which the market is scheduled to operate.

Market region:

The market region shall be defined as the area closest to Tamworth from which any given product can be sourced.

Stallholder:

A business or individual who has successfully applied to trade at the market.

Food Miles:

The distance products or components of products are transported from the time of its production until it reaches the consumer.

On-Farm Ethos:

The Ethics the producer applies to the production process of their produce. This can be formal (such as organic certification) or informal (organically grown without certification, fair treatment of workers, fair treatment of animals, environmental protection, minimisation of waste, fair trade of goods or services, social consciousness, sense of community, honesty, integrity, trust).

1. THE MANAGEMENT STRUCTURE

1.1. The Committee

1.1.1. TCSM is administered by a committee as outlined in the constitution.

1.2. The Market Manager

1.2.1. The Market Manager is employed by the committee to manage the day-to-day running of the market and is responsible to the committee, and will report to the committee at each TCSM committee meeting.

1.2.2. The Market Manager is responsible for ensuring that stallholders abide by the rules laid out in this Code of Practice and do not act in any way to bring the market into disrepute. The Market Manager has the authority to withdraw permission to trade at any time, effective immediately.

1.2.3. The Market Manager works to ensure that TCSM achieves its strategic and operational objectives. The Market Manager will do this by efficiently and effectively promoting and developing TCSM and managing its activities within the organisational and legal parameters.

1.2.4. The Market Manager will provide timely information and advice to the committee and members and report on all matters that warrant their attention (as per 1.2.1), including an assessment of the health and safety issues that are applicable to TCSM.

1.2.5. All queries regarding the operating of the market or issues that arise on market day should to be conducted with the Market Manager directly.

1.2.6. The TCSM Committee may appoint a delegate to represent the Market Manager in performing duties prescribed in 1.2.

2. WHO CAN SELL – THE STALLHOLDERS

2.1. Stallholder eligibility

2.1.1. To trade at the Tamworth Community Saturday Markets, a prospective stallholder must make an application to trade.

2.1.2. The application will be assessed by the Market Manager against the criteria below and approved by the Market Manager when the criteria are clearly met.

2.1.3. If the Market Manager considers that the applicant does not meet the criteria, the application can be referred to the TCSM Committee by the Market Manager or by request of the applicant.

2.1.4. Any decision by the TCSM Committee to refuse permission to trade, or to disallow products on the basis of the criteria, will be final.

2.1.5. In the event that any business is sold or transferred, a new application must be made.

3. WHAT CAN BE SOLD

3.1. Allowable goods

Products which will be accepted and encouraged at the markets (subject to other clauses in this Code of Practice) include:

3.1.1. Primary produce grown by the stallholder or value-added by the stallholder from primarily locally grown inputs.

3.1.2. Related products which complement the stallholder's own produce and are aligned to the values and ethos of TCSM.

3.1.3. Artisan products created by the stallholder from ethically produced inputs.

3.1.4. Products which are ethically produced and which support fair trade or which promote a sustainable future and healthy lifestyle.

3.2. Exemptions can be applied for through the Market Manager and will be subject to approval by the TCSM Committee. The decision of the TCSM Committee is final.

3.3. Only items that are listed on a stallholders' application and approved by the TCSM Committee may be offered for sale at TCSM.

3.3.1. Any additions or alterations a stallholder may wish to make to their list of items they wish to offer for sale, must be applied for in writing and are subject to approval by the TCSM Committee.

4. PACKAGING

4.1. TCSM encourages stallholders to implement responsible packaging for products sold at TCSM. This includes but is not limited to:

4.1.1. elimination of all single use packaging;

4.1.2. pre-packing only where necessary;

4.1.3. encouraging customers to supply their own packaging and carry bags;

4.1.4. actively reusing and recycling where possible.

4.2. All packaging must include product labels which comply with Australian consumer law. This includes name of item, ingredients (if prepared food), best before date, contact details of producer.

5. RESELLING

5.1. Where stallholders are selling products from a separate company or producer, the stallholder is responsible for ensuring that those products meet the criteria for sale at the market.

5.2. If this cannot be determined, the Market Manager has the authority to reject any such products.

6. MARKET DAY

6.1. Site rental

6.1.1. Fees for sites will be according to a schedule determined from time to time by the committee. This schedule of fees will be available from the Market Manager.

6.1.2. Payment for the rental of sites must be made by Electronic Funds Transfer (EFT) no later than 24 hours prior to market day or to the Market Manager in cash on market day.

6.1.3. Stallholders who pay for six market days in advance will be considered "permanent" stallholders with a guaranteed site and will receive one additional market day for free.

6.1.3.1. These market days do not have to occur concurrently, as long as the Market Manager is advised in advance of attendance dates.

6.1.3.2. See clause 6.1.6 for absentee circumstances.

6.1.4. Site bookings must be confirmed with the Market Manager no later than 24 hours prior to Market Day.

6.1.5. Site bookings must be cancelled no later than 24 hours prior to market day.

6.1.6. There will be no refunds of site fees for late cancellations (less than 24 hours prior to Market Day) or non-appearance of a stall holder, unless in the case of an immediate and unforeseen circumstance accepted by the Market Manager or referred to the TCSM Committee.

6.1.7. Stallholders must stay for the duration of the set hours of any market day, except under exceptional circumstances approved by the Market Manager or TCSM Committee.

6.1.8. The Market Manager or TCSM Committee may cancel the market early in the event of adverse weather conditions or unforeseen events that may affect the safety of market participants and/or the general public.

6.2. Site allocation

6.2.1. The location of each stall will be determined by the Market Manager prior to market day.

6.2.2. The site boundaries for each stall will be determined by the Market Manager.

6.2.3. The location of a stall will be determined taking into account stallholder requests and needs as well as the best interests of the market as a whole.

6.2.4. The Market Manager will endeavour to keep regular stallholders in the same position each week but permanent site allocation is not guaranteed.

6.2.5. Stallholders attending four markets in a row will be considered "permanent" stallholders with a guaranteed site. Should a permanent stallholder not attend the market for more than two consecutive markets without notifying the Market Manager, their site will be forfeited.

6.2.6. Sites cannot be transferred, assigned or sold.

6.2.7. The Market Manager reserves the right to alter the size, shape and position of individual sites at any time, to ensure the best interests of the market or for any legal requirement.

6.2.8. The TCSM Committee reserves the right to relocate the entire market at any time to ensure the best interests of the market or for any legal requirement.

7. SITE OPERATION

7.1. General

7.1.1. Stallholders are expected to maintain ethical practices while maintaining their stall at the market. This includes selling products as described and fit for purpose, and treating customers, other stallholders and market representatives with respect.

7.1.2. Stallholders must take responsibility for all waste produced during the course of the market, noting that this responsibility passes to the customer after the sale of goods.

7.1.3. Stallholders are responsible for removing all hard rubbish and waste water from the site. Waste water must not be disposed of on the ground surface at the site. Stallholders are not permitted to use park bins to dispose of waste.

7.1.4. Stallholders are not permitted to put any part of their stall or stored items on the footpaths, park furniture or garden areas.

7.1.5. Stallholders should respect the integrity of the market, the grounds and Tamworth Regional Council in relation to the environment, health and safety.

7.2. People

7.2.1. If an employee of the TGM Inc. is involved in an incident, the relevant workplace health and safety regulations will be followed.

7.2.2. If a stallholder or customer is involved in an incident, the Market Manager should be advised as soon as practicable.

7.3. Product

7.3.1. All temporary food stalls must meet the requirements of the Food Act 2003 and Food Standards Code Dec 2022, in particular:

- FSS 3.2.2A Food safety practices and general requirements
- FSS 3.2.3 Food premises and equipment, and
- Part 1.2 Labelling and other information requirements

7.3.2. Stallholders who are retailing at the market and selling food which is prepared from home or elsewhere, must be registered as per the NSW Food Authority guidelines as a home-based business and must be able to provide evidence of their registration where required.

7.3.3. The requirements of the NSW Food Authority's Guidelines for food businesses at temporary events (or any subsequent guideline which makes provision for the same or similar subject matter) must also be adhered to in relation to the preparation and sale of food.

7.3.4. It is the responsibility of each stallholder to apply for any licences or permits required for selling or producing their products to the public.

7.3.5. Each stallholder must be covered by Public Liability insurance of not less than $20 million. Those stallholders who hold their own Public Liability insurance must provide an up to date Insurance Certificate of Currency to the Market Manager.

7.3.6. Public Liability insurance must include cover for Product Liability where a claim might be made for personal injury or property damage caused by products being sold (for example, food, nutritional supplements or personal care products).

7.3.7. Where a stallholder does not hold their own Public Liability insurance cover, this can be purchased through TCSM for each market at a fee listed in the market schedule of fees.

7.3.7.1. This service is limited to five stallholders on any one market day and is intended as a temporary offer for beginner or occasional stallholders.

7.4. Labelling and Packaging

7.4.1. All products must comply with the labelling requirements pursuant to the relevant legislation (refer to Part 1.2 of the Food Standards Code).

7.4.2. All goods packaged on the market site must be weighed according to the National Measurement Act 1960 (C'th). 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.

7.5. Tasting

7.5.1. Product tasting samples may be distributed in accordance with the legislative and local government requirements.

7.5.2. When providing tastings of any kind, a receptacle for waste must be available for public use.

7.6. Stall sites

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

7.6.2. All tents, overhead shades and poles must be securely fixed or weighted and not be positioned to cause obstruction or danger to any person on the market site.

7.6.3. **No pegs or posts may be hammered into the ground** due to underground watering systems. Any cost imposed by Tamworth Regional Council for repairing damage caused to underground watering systems or sprinkler heads will be levied against the stallholder.

7.6.4. All stallholders must ensure power cords, ropes etc. are positioned safely, with no potential of trip hazard.

7.6.5. Stallholders must maintain and leave their stall and site in a clean, tidy, safe and sanitary manner as determined by the Market Manager.

7.7. Extreme Weather Policy

7.7.1. TCSM may close due to adverse weather conditions.

7.7.2. The decision to close is at the discretion of the Market Manager.

7.8. Stall signage

7.8.1. Stallholders must be able to be clearly identified by the consumer.

7.8.2. All stall signage must be kept within allocated site boundaries or immediately adjacent as approved by the Market Manager.

7.8.3. The Market Manager reserves the right to have inappropriate signage removed.

7.9. Electrical equipment and power cords

7.9.1. All electrical fittings, equipment or materials must comply with workplace health and safety guidelines as defined by SafeWork NSW.

7.9.2. Stallholders are responsible for providing their own power cords of sufficient length to reach their assigned space without being joined, and complying with all testing and tagging required by SafeWork NSW.

7.9.3. Power cords shall be appropriately covered to prevent trips. Stallholders will be responsible for ensuring that any power cords to their site are covered.

7.9.4. If any electrical fittings, equipment or materials are deemed not to comply with current 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.

7.9.5. All power boards approved for use 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.

7.9.6. In wet or other hazardous areas, power boards must be secured in position and capable of operating safely.

7.9.7. No spikes/tent pegs are to be used to affix power cords to the ground.

7.10. Gas equipment and fire safety

7.10.1. No gas appliances are to be used on site without the express approval of the Market Manager.

7.10.2. 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.

7.10.3. It is the responsibility of the stallholder to provide a working fire extinguisher and fire blanket for any stall where gas burners are used. It is the responsibility of the stallholder to ensure they know how the extinguisher is operated.

7.10.4. It is the responsibility of the stallholder to make themselves aware of the location of the nearest fire extinguisher on site.

7.11. Smoking

7.11.1. The market is a non-smoking venue.

8. COMPLAINTS RESOLUTION

8.1. Complaints by customers, stallholder applicants or stallholders

8.1.1. All complaints (save for those referred to in 8.1.5) by customers, stallholder-applicants or stallholders ("the complainant"), must be made in the first instance to the Market Manager. All complaints will be listed in the report made to the committee by the Market Manager.

8.1.2. The Market Manager will investigate all complaints (except for those identified in 8.1.5) informally and will endeavour to resolve the complaint to satisfaction of the complainant and the Market Manager in a timely manner.

8.1.3. Should the complaint not be resolved to the satisfaction of the complainant by the Market Manager, a formal, written, complaint can be made by the complainant which will be addressed by the TCSM Committee. These should be addressed to The Chairperson, Tamworth Community Saturday Markets, and sent via email to jtsimpson33@gmail.com or by mail to 80 Roses Lane, Kootingal NSW 2352.

8.1.4. If a complaint is received regarding a stallholder and in the opinion of the TCSM Committee this cannot be resolved in a timely manner in consultation with the stallholder, the TCSM Committee has the right to refuse permission for the stallholder to attend the market.

8.1.5. If the complaint relates to the Market Manager, a written complaint can be forwarded directly to The Chairperson and the TCSM Committee will investigate and provide a written response to the complainant.

9. DISCLAIMER OF LIABILITY

9.1. Stallholders will indemnify to the extent permitted by law TGM Inc. from any damage, expenses or liability arising from any injury or damages to any person, including the general public, the stallholder or others, occurring either in the space occupied by the stallholder or elsewhere arising out of the occupancy of the stall site or anything connected with such occupancy.

9.2. To the extent permitted by law, TGM Inc will not be liable for any loss or damage suffered by the stallholder including damage to the property of the stallholder due to fire, robbery, accidents or any cause whatsoever.

9.3. TGM Inc assumes no liability for any damages or losses resulting from or relating to the failure of the stallholder to comply with any provision of this agreement.

10. RELEVANT AUTHORITIES

10.1. If any entity referred to in this document in relation to legislation, codes and regulation ceases to perform regulatory functions in relation to the sale of goods, including food, at markets, this document is to be read as replacing the name of the entity referred to in this document with the name of the entity performing the respective function as of the most up to date time.

10.2. Links in this document to web sites providing information on legislation, codes and regulations are provided for the convenience of stallholders. If any such links are no longer functional, it is the responsibility of the stallholder to source current information.