



## MUDGEE FARMERS' MARKET CHARTER

WHEN:	Held monthly on the third (3 <sup>rd</sup> ) Saturday of each month. Please refer to Events Calendar for actual dates.
WHERE:	At Robertson Park, 97 A Market Street MUDGEE NSW 2850
TIME:	8.30 am – 12.30 pm
CONTACT:	Market Manager – Julie Watt
E:	<a href="mailto:farmersmarket@mudgeefinefoods.com.au">farmersmarket@mudgeefinefoods.com.au</a>
M:	0412 222 442

### 1. WHAT IS A FARMERS' MARKET?

*"A Farmers' Market is a predominantly fresh food market that operates regularly within a community at a focal public location that provides a suitable environment for farmers and food producers to sell farm origin and associated value-added processed food products directly to customers"*

Taken from the Australian Farmers Market Charter - [www.farmersmarkets.org.au](http://www.farmersmarkets.org.au)

### 2. WHO RUNS THE MUDGEE FARMERS' MARKETS?

The Mudgee Farmers Market is run by the committee of Mudgee Fine Foods Incorporated (MFFI). It is a non-profit organisation launched in June 2005 to increase awareness of our local food industry and to promote the Mudgee region in conjunction with the Mudgee Wine Association and Mudgee Regional Tourism Inc.

MFFI operates the Farmers' Market to give the community and visitors the opportunity to purchase fresh locally grown foods, plants and value-added produce directly from the grower/maker. It gives local producers the opportunity to meet and talk directly with their customers with relatively low costs, whilst getting a good price for their product.

### 3. MEMBERSHIP

It is strongly recommended that regular stallholders become Full Members of MFFI. Members receive a reduction in stall fees, priority booking, along with promotion and marketing opportunities for your product. Members have the right to attend Committee Meetings, stand for Committee and vote. Please advise the Market Manager if you are

interested in becoming a member.

Full Membership is available to all approved Farmers' Market stallholders annually (or pro rata) allowing them to **attend all markets** in a year at a \$15 discount per market.

Seasonal Membership is also available annually (or pro rata) allowing them to attend a **select** number of markets.

#### 4. ELIGIBILITY OF STALL HOLDERS

1. The Farmers' Market is open to all approved producers located within 160 kilometres (100 'food miles') of the Mudgee GPO, providing they comply with this Charter.
2. Applications by producers will be assessed and considered by the MFFI Committee on:-
  - A) Compliance with this Charter
  - B) Integrity of production
  - C) Overall stallholder numbers.
3. Existing stallholders from outside the boundary are granted 'Grandfather status' unless: -
  - A) the stallholder ceased to attend or
  - B) in the opinion of the Committee attendance becomes too sparse or erratic.
  - C) Grandfather status cannot be renewed once revoked but entry could still be assessed as above.
  - D) If an attending stallholder, originally from the complying geographical area, then relocates elsewhere this will need to be assessed and considered by the MFFI Committee.
4. All produce must be sold by the producer or family member, or at the discretion of the Market Manager, an employee. This means the principal producer or representative who is directly involved in the production process is required to attend as the seller.

#### 5. ALL RESELLING IS ABSOLUTELY PROHIBITED

6. MFFI has the right to refuse a stall holder or prohibit a stallholder from setting up or require them to leave if they do not comply with this Charter.
7. All stallholders will be advised by the Market Manager approximately two weeks before the next market and **ALL stallholders must advise if they can or can't attend** that market. Repeated failure to communicate will result in a change of status to Non-Active and they will no longer receive notifications.
8. Introductory Offer – New stallholders are encouraged to join the Farmers' Markets with a 'test the waters' offer. The offer is at a reduced rate of \$20 per market, for the first two consecutive Farmers' Markets only. Working with the Market Manager they are encouraged to join. This does not apply to those wishing to re-join.

#### 5. WHAT CAN BE SOLD and STALL IDENTITY

1. GOODS

Mudgee Farmers' Markets are for farmers, food and beverage producers of quality local regional produce, fresh and value-added foods, wine, beer, self-propagated plants, seeds, herbs, small live-stock, organic fertilizers, worm farms, compost, hay and flowers. Craft items are generally **not permitted** to be sold at the Farmers' Markets, unless they are a sub-product of the principal produce and then only with the express permission of the Market Manager.

As authentic Farmers' Market we use the following definition courtesy of the Australian Farmers' Markets Association 2024 ©

## **2. PRODUCTS RECOMMENDED FOR SALE AT A FARMERS' MARKET**

### **Primary food products**

*A primary food product for human consumption sold in its raw form that has not been processed or manufactured in any way, other than packaged.*

### **Seafood, game and foraged foods**

*Seafood (salt or freshwater), game or foraged food that has been caught, hunted or gathered.*

### **Value-Added Foods**

*Whereby the raw / fresh food / ingredient for human consumption is modified by means of a cooking or related process eg: brining, fermenting, marinating, smoking, drying, brewing that process undertaken by the specialty producer.*

### **Specialty food products**

*Made from primary farm origin produce, which has been cooked, processed, combined or substantially altered from the raw ingredient to which additional food ingredients may have been added to create a new value-added specialty food for human consumption.*

### **Garden Inputs**

*Products derived from an entire production life cycle that takes place on the producer's property or other properties to which the producer has access. i.e. worm farms and their associated by-products, fertilisers such as chook manure, pea straw and lucerne.*

### **Small livestock**

*Farm reared edible small livestock and poultry predominantly raised on the producers' farm for live sale. e.g: poultry, rabbits, sheep, piglets, kids.*

## **PRODUCTS NOT TO BE SOLD AT A FARMERS' MARKET**

### **Non-food farm by-products and Craft**

*Any non-edible product derived from food or fibre that is grown, reared, caught or gathered by the farmer and through a manufacturing process has been converted to a non-edible by-product ie woollen fleece or woven baskets from farmed banana plantains.*

## **Books**

*Books by the farmer or complementary to a seller's product range.*

### 3. VALUE ADDED

Value added produce is to be of a high quality and preferably derived primarily from the vendors' property, other stallholders or from within the locally defined region.

### 4. COOKED FOODS

Should be of the highest quality and **where possible utilise local produce, ideally from other stallholders.**

### 5. FOOD AUTHORITY

All market stallholders must conform with NSW Food Authority guidelines, see [www.foodauthority.nsw.gov.au](http://www.foodauthority.nsw.gov.au) Any business that is providing value-added and / or processed product must notify the NSW Food Authority via website or 1300 552 406. Proof of Notification to be supplied with your application.

### 6. ORGANIC

Organic products are encouraged. If being sold as Organic they must have and display **current proof of certification**. Many products are grown and raised using organic principals without going through the certification process.

### 7. STALL IDENTITY

Stalls should be clearly identified and named, we encourage evidence of production authenticity for example photos and signs, these help to educate customers. We also encourage stall decoration to enhance the market atmosphere.

**All stall sites are 3 x 3 meters in size.**

### 8. SAMPLES

Samples and tastings are a great way to promote and sell your product. Please use compostable items to convey your morsel, such as timber paddle pop sticks, toothpicks, bamboo spoons or plant-based cups.

### 9. PACKAGING & LABELLING

All food products sold are to be packaged and labelled according to appropriate Government regulations and is the responsibility of the stallholder. Goods not correctly labelled will not be allowed to be displayed or sold as this reflects poorly on the market.

### 10. WASTE FOOTPRINT

- Stallholders are required to consider the environment when presenting and displaying products.
- All food served as a meal must use accredited, readily compostable containers suitable for disposal through our Organics bin system – the Lime Green lidded bin.
- Beverage suppliers must use either compostable and plant-based or as a second choice fully recyclable container.
- We encourage consideration of the environment and minimising plastic packaging when presenting products. There are many plant-based products available now for

around the same cost.

- **No plastic carry bags** are allowed, these are now outlawed. Please use paper or reusable fabric bags.
- All stallholders are required to separate out any and all waster products into the correct waste streams at the end of the market.

We have two Bin Banks set up for this purpose.

- ✓ Organics – Lime Green – for all soiled paper, food scraps, paper straws, greenery and products that will compost down.
- ✓ Recycling Containers – Yellow – for all bottles, aluminium cans and recyclable plastics. Not plastic film.
- ✓ Paper + Cardboard – Blue – clean paper and cardboard only.
- ✓ Rubbish – Red – all landfill items.

## 6. SETTING UP ON MARKET DAY

1. Stallholders must be set up and be ready to trade before 8.30 am.
2. Stalls **must not pack up before the end of advertised trading time of 12.30 pm**, unless with the permission of the Market Manager and in exceptional circumstances.
3. For setting up, vehicle access is via Market Street and Lovejoy Streets. Please use solid paths only for trolley traffic – NOT the grass, this is to protect the grounds. NO vehicles are permitted to drive or park anywhere in the park.
4. **Vehicles must be parked either in Lovejoy Street or the Council Carpark (off Market Street) immediately after unloading.** Both areas have free all-day parking. This is to allow your customers to use Market, Douro and Perry streets for parking. You are asked to be particularly careful of the bus zone in Market Street which is always in operation.
5. Marquee or gazebo must be **secured before you set up** your tables and displays. It is **COMPULSORY** for all gazebos and marquees to be weighed down on **ALL four legs with sufficient weight to prevent lifting.** Ground sheets must cover the footprint of your structure. This is to protect and preserve the grounds. **NO PEGS PERMITTED ANYWHERE ON SITE.**
6. All power users must have their leads and equipment tested and tagged annually in compliance with Safe Work Australia guidelines.
7. All power cords crossing walkways or paths **must be covered with a tapered edge mat** and connections covered with a weatherproof extension cord safety cover.
8. Anyone cooking or using heat on the day must carry a fire blanket and small fire extinguisher and be familiar with fire safety provisions at the venue.
10. On market day the Market Manager has the right to uphold the charter and request that any items in breach be withdrawn from sale or any non-compliant stalls requested to leave.
11. **MFFI do not guarantee regular stall sites. Allocated sites will only be kept until 7.30 am, after that time the Market Manager reserves the right to reallocate that site unless prior arrangements have been made.**
11. No smoking or vaping allowed within 100 metres of the market area.

## 7. STALLHOLDER GENERAL RESPONSIBILITIES

1. All stall holders must provide the Market Manager with a completed and signed Stallholder Application Form AND a signed copy of this Farmers' Market Charter prior to attendance.
2. All stallholders must either:
  - Hold \$10 million public liability insurance. Proof of currency must be provided to the Market Manager upon application and prior to attendance, OR
  - Pay a nominal amount for coverage by MFFI Public Liability Insurance.
3. A raffle may be held from time to time for a specific event. If so stallholders are expected to contribute goods around the \$10 - \$15 retail value from their stall. This is a great way to advertise the variety and breadth of products available at the markets.
4. On market day you are responsible for bringing all your own equipment, including that specified above and must leave your site and communal areas clean and tidy when packed up.
5. The Market Manager, in consultation with the MFFI Committee, has the right to withdraw invitation to any stallholder, patron or market volunteer who: -
  - Does not comply with the stated objectives
  - Damages the reputation of; or brings into disrepute.

## 8. CURRENT FARMERS' MARKET STALL FEES

MFFI Member + Insured	\$55
MFFI Member + Un-insured	\$65
Non-Member + Insured	\$70
Non-Member + Un-insured	\$80

- Sites approved for electricity will be charged an extra \$5 per market.
- Late fee of \$10 will apply to stall fees not received by the due date.

## 9. WORKPLACE BULLYING POLICY

### Our commitment

**Mudgee Fine Foods Inc.** is committed to providing a safe and healthy workplace free from bullying.

Stall holders are protected by this policy whether they feel bullied by a manager, another stall holder, contractor or member of the public.

**Mudgee Fine Foods Inc.** will treat reports of workplace bullying seriously. We will respond promptly, impartially and confidentially.

This policy will be made available to all stall holders whether they are members of **Mudgee Fine Foods Inc.** or casual attendees. New stall holders will be given a copy of this policy at their induction. The Market Manager and/or Executive Committee members may remind stall holders of the policy from time to time.

### Expected workplace behaviours

Under work health and safety laws, workers and other people at our workplace must take reasonable care that they do not adversely affect the health and safety of others. For the purposes of this policy, stall holders are considered to be 'workers' and the site of **Mudgee Fine Foods Inc.'s** Makers and Farmers Markets to be a workplace.

**Mudgee Fine Foods Inc.** expects people to:

- behave in a responsible and professional manner
- treat others in the workplace with courtesy and respect
- listen and respond appropriately to the views and concerns of others, and
- be fair and honest in their dealings with others.

This policy applies to behaviours that occur:

- in connection with work, even if it occurs outside normal working hours
- during work activities, for example when dealing with customers
- at work-related events, for example a work-related social function, and
- on social media where workers interact with colleagues or customers and their actions may affect them either directly or indirectly.

### **What is workplace bullying?**

**Workplace bullying** is repeated and unreasonable behaviour directed towards a worker or a group of workers that creates a risk to health and safety.

**Repeated behaviour** refers to the persistent nature of the behaviour and can refer to a range of behaviours over time.

**Unreasonable behaviour** means behaviour that a reasonable person, having considered the circumstances, would see as unreasonable, including behaviour that is victimising, humiliating, intimidating or threatening.

Single incidents of unreasonable behaviour can also present a risk to health and safety and will not be tolerated.

What is not workplace bullying?

**Reasonable management action** taken by managers or market staff and volunteers to direct and control the way work is carried out is not workplace bullying if the action is carried out in a lawful and reasonable way, taking the particular circumstances into account.

What can you do?

If you feel you are experiencing or witnessing workplace bullying, and are not comfortable dealing with the problem yourself, or your attempts to do so have not been successful, you should raise the issue promptly either with **Mudgee Fine Foods Inc.'s** Market Manager, or a **Mudgee Fine Foods Inc.** Executive Committee Member.

If you witness unreasonable behaviour, you should bring the matter to the attention of the Market Manager or an Executive Committee Member as a matter of urgency.



## How we will respond

If workplace bullying or unreasonable behaviour is reported or observed, we will take the following steps:

The Market Manager or Executive Committee Member will speak to the parties involved as soon as possible, gather information and seek a resolution to satisfactorily address the issue for all parties.

If issues cannot be resolved or the unreasonable behaviour is considered to be of a serious nature, an impartial person will be appointed to investigate. Both sides will be able to state their case and relevant information will be collected and considered before a decision is made.

All complaints and reports will be treated in the strictest of confidence. Only those people directly involved in the complaint or in resolving it will have access to the information.

There will be no victimisation of the person making the report or helping to resolve it. Complaints made maliciously or in bad faith may result in disciplinary action.

Consequences of breaching this policy

Appropriate disciplinary action may be taken against a person who is found to have breached this policy. The action taken will depend on the nature and circumstance of each breach and could include:

- a verbal or written apology
- one or more parties agreeing to participate in counselling or training at their own expense
- a verbal or written reprimand, or
- banning of the person engaging in the bullying behaviour from **Mudgee Fine Foods Inc.** markets for a period of time or permanently.

If workplace bullying has not been substantiated

If an investigation finds workplace bullying has not occurred or cannot be substantiated, **Mudgee Fine Foods Inc.** may still take appropriate action to address any workplace issues leading to the bullying report.

**MOST IMPORTANTLY WE ARE FUN, AUTHENTIC, COMMUNITY BASED MARKETS  
AND YOU WILL MAKE MANY, MANY NEW FRIENDS!**





## MUDGEE FARMERS' MARKET CHARTER ACCEPTANCE

I have read the MFFI Mudgee Farmers' Market Charter  
(Version dated June '24) and I/we agree to abide by the Terms and Conditions  
as stated herein.

On behalf of (STALL NAME)

.....

NAME/S: (please print)

.....

DATE: .....

SIGNED: .....

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