

South Australian Farmers Market Stall Holder Operating Rules

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SA Farmers Market Operating Rules

1. STALL BOOKINGS

- 1.1. Stalls are licensed on a first come first serve basis when access to site is provided at 3am

2. SITE ALLOCATION

- 2.1. The location of a stall will be determined by SAFM.
- 2.2. The Site boundaries for a Stall will be determined by SAFM. All property of a Stallholder and all sales must be confined to the Site boundaries of a Stall. Stall boundaries are marked and allocated on the ground.
- 2.3. The location of a Stall will be determined by SAFM taking into account stallholder requests and needs and the best interests of the Market.
- 2.4. SAFM reserves the right to alter the size, shape, position and location of individual Stalls and Site boundaries at any time, to ensure the best interests of the Market or if required by law.

3. ACCESS TO MARKET SITE AND HOURS OF TRADE

- 3.1. Access to the Market and Sites for Stallholders to trade is available three hours before the beginning of the Times of Use.
- 3.2. Trading hours (and thus the Times of Use) may be amended for Market Days by SAFM. In particular, trading hours will be subject to the Weather Policy.
- 3.3. Stallholders must have their Stall ready with all products displayed for sale no later than 15 minutes prior to the advertised opening time. Stalls must be open for trade and properly staffed for the entire trading period.
- 3.4. Other than for reasons of safety, Stalls cannot be dismantled until the close of Market trade without prior approval of SAFM.
- 3.5. Vehicles (including Stallholder cars and forklifts) cannot be driven around inside or immediately outside of the Market until after the closing time for trade and unless it is safe to do so.
- 3.6. Car parks within the market square are reserved for Stallholder vehicles only. Employees and other persons associated with a Stallholder are not permitted to park in the market square.
- 3.7. All vehicles not used in the sale of Stallholders' products must be moved from the market square no later than 30 minutes prior to opening time for trade.
- 3.8. No generators will be allowed to run during trading hours
- 3.9. Where on-site power is available, it can only be used with the approval of SAFM.

- 3.10. Speed limits of vehicles must be observed at all times.
- 3.11. Stallholders must abide by all traffic management plans of the Market and all traffic directions of SAFM.
- 3.12. Fees, as determined by SAFM, may apply for a breach of these Rules. If the Stallholder is required to pay a fee for a breach of these Rules, SAFM will give the Stallholder written notice of the Rule which is breached and the applicable fee.
- 3.13. Stallholders cannot sell to any customer prior to the opening time for trade or after the closing time for trade.
- 3.14. Stallholders must comply with all directions of SAFM and the Market Retail Manager.
- 3.15. Stallholders are not permitted to access areas outside of the market square and may be removed from the market square or the Market site if they do so.

4. WORK HEALTH AND SAFETY AND GENERAL

- 4.1. No forklift is allowed to be operated within the market square from 4:30AM to 3pm any Sunday or at any other time or day nominated by SAFM.
- 4.2. If SAFM provide any exemption for a forklift to operate from 4:30am to 3pm on a Sunday, the forklift will operate comply with all conditions of the exemption as directed by SAFM
- 4.3. Stallholders must wear enclosed footwear.
- 4.4. Vehicles entering the stallholder area must have Hazard lights on and operating.
- 4.5. All vehicles parked in the market square during market hours must be parked safely, including with the parking brakes engaged.
- 4.6. The speed limit for all vehicles at all times is 20km per hour, unless a lesser speed limit applies.
- 4.7. Stallholders must wear a high visibility vest / top during set up and dismantling.
- 4.8. Vehicle movement for Stallholders will cease at 5.30am or, where the Market trading hours changes for the day, 30 minutes before the public have access).
- 4.9. Stallholders will not be able to access any areas outside of the market square. Persons gaining access or attempting to gain access to an area outside of the market square will be removed and banned from the Market.
- 4.10. All loads on vehicles must be secured when the vehicle is moving.

- 4.11. SAFM may at any time direct the cessation of any activity which is considered unsafe.
- 4.12. Stallholders must always obey all signs (and in particular, traffic signs) erected or installed at the Market.
- 4.13. SAFM has the right at any time to eject, refuse admission and ban from future admission at the Market the Stallholder, where the Stallholder breaches any of these Rules.

5. PRODUCE / PRODUCT

- 5.1. Stallholders must comply with all relevant laws relating to the sale of food, including but not limited to the Food Act 2001 (SA) and Food Regulations 2002 (SA), the Australia New Zealand Food Standards Code and all relevant National Food Safety Standards.
- 5.2. It is the responsibility of each Stallholder to apply for any licenses or permits required for the production or sale of their products or produce to the public.
- 5.3. Stallholders shall comply with all obligations imposed under the Work Health and Safety Act (SA) 2012, Work Health and Safety Regulations (SA) 2012 and Codes of Practice.
- 5.4. Stallholders are responsible for the safety and well-being of all persons whilst physically present within the Site boundaries for their Stall.
- 5.5. Stallholders cannot sell to any customer prior to the opening time for trade or after the closing time for trade.
- 5.6. The Stallholder must not under any circumstance sell any of the following:
- weapons, firearms, explosives and fireworks;
 - poisons, acids and flammable liquids;
 - pornography or pornographic material;
 - tobacco and tobacco related products, and alcohol;
 - livestock or any living animal (including birds and fish);
 - dangerous or offensive materials;
 - lottery and x-lotto tickets, or any other form of gambling;
 - any other product, good or item of a nature which is similar to any of the above (as determined by SAFM) or which SAFM informs the Stallholder is not appropriate for sale at the Market.

6. SITES

- 6.1. All advertising material and other property of a Stallholder must be kept within the allocated Site boundaries. The distribution of materials promoting the Stall or the Stallholder's products, the provision of samples, the soliciting of sales and the taking of orders must only be undertaken within the allocated Site boundaries (unless the prior written permission of

SAFM is obtained).

- 6.2. All tents, overhead shades and poles must be securely fixed and not be positioned to cause obstruction or danger to any person. Weight requirements to secure fixtures as directed by SAFM must be adhered to.
- 6.3. Stallholders must obtain permission from SAFM to use structures for shade or umbrellas.
- 6.4. Stallholders must maintain their Stall and Site in a clean and sanitary manner at all times.
- 6.5. Stallholders must follow the Australian Government Business Advice for issuing receipts as follows:

“You must always give your customers a receipt or proof of purchase for anything over \$75. A customer can ask for a receipt for any purchases under \$75. If they do, you must provide them with a receipt within 7 days of their request.

It’s generally good practice to offer a receipt to your customers at the time of purchase, regardless of the total amount.”

“A receipt or proof of purchase may be printed from a cash register, hand written or a tax invoice.

- Any receipt or proof of purchase you give your customers must include:
- Your business name and Australian Business Number (ABN) or Australian Company Number (ACN)
- The date of supply
- Details on the product or service
- The price”

Further information can be found on the following website

<https://www.business.gov.au/Finance/Payments-and-invoicing/Receipts-and-proof-of-purchase>

- 6.6. Wastewater must only be poured into sewage/sullage points as specified by SAFM and NOT into gutters or storm-water drains.
- 6.7. At the end of trading, Stallholders must sweep their Site. The Stallholder must remove all of its property from the Market at the end of the day's operations, including all unsold products, packaging, cardboard boxes and rubbish and waste.
- 6.8. Stallholders are not to use waste bins provided for customers for the purpose of disposal of any Stallholder rubbish or waste.
- 6.9. If the Stallholder disposes of any rubbish or waste at the Market, the Stallholder must pay on demand to SAFM a Cleaning Administration Fee (which fee is determined by SAFM in its absolute discretion, taking account of the nature of the disposal).
- 6.10. No Site for trading shall be greater than 100 square meters.

7. ELECTRICAL TESTING AND TAGGING REQUIREMENTS

- 7.1. Power can only be provided with the prior written approval of SAFM.

- 7.2. All of a Stallholder's electrical fittings, equipment and cords must comply with all laws relating to work health and safety.
- 7.3. All power users must have approved safety switches.
- 7.4. All electrical fittings, equipment and cords are subject to inspection and approval by persons appointed by SAFM.
- 7.5. Electrical compliance testing will be required to be conducted annually, and a certificate of compliance produced to SAFM promptly upon request. Any electrical equipment without a current compliance tag is not to be used.
- 7.6. If any electrical fittings, equipment or cords are considered by SAFM not to comply with relevant regulations or these Rules, or SAFM considers them unsafe for any reason, they shall be removed from the Site at the expense of the Stallholder.
- 7.7. All electrical malfunctions must immediately be reported to SAFM.

8. COOKING EQUIPMENT AND FIRE SAFETY

- 8.1. The Stallholder must comply with any requirements and directions of SAFM with regard to fire safety systems and procedures including fire evacuation drills and other procedures.
- 8.2. No gas or portable cooking appliances are to be used on Site without the prior written approval of SAFM. No gas bottles can be stored on Site.
- 8.3. The Stallholder must regularly check all gas bottles, hoses and attachments to ensure that gas bottles, hoses and attachments are not faulty and that bottles and equipment are date compliant and comply with all laws and Codes.
- 8.4. The Stallholder must provide a working fire extinguisher and fire blanket for any Stall where gas burners or portable cooking appliances are used. The Stallholder must ensure it knows how the extinguisher is operated.
- 8.5. The Stallholder must make themselves aware of the location of the nearest fire extinguisher on Site.
- 8.6. Gas appliances are not permitted for use inside the market pavilion.

9. SMOKING

The Market is a non-smoking venue.

10. ANIMALS

Guide dogs, assistance dogs and dogs in training are permitted inside the Market site. All other animals are prohibited.

11. EQUIPMENT AND FACILITIES

The Stallholder may install or use equipment and facilities which are reasonably necessary for and

normally used in connection with the sale of the Stallholder's products. The Stallholder must not install or use or bring any other equipment or facilities onto the Site. In particular, the Stallholder may not use any machinery, equipment, chemicals or other dangerous substances which may pose a danger, risk or hazard.

12. OFFENSIVE ACTIVITIES

- 12.1. The Stallholder must not carry on any offensive or dangerous activities on or from the Site or create a nuisance or disturbance to other stallholders or any other Market user.
- 12.2. The Stallholder must ensure that activities conducted on or from the Site will not bring any discredit upon SAFM or other stallholders.

13. USE OF FACILITIES

- 13.1. The Stallholder will ensure that the facilities provided by SAFM are used carefully and responsibly and in accordance with any directions that may be given by SAFM at any time.
- 13.2. The Stallholder will be responsible to repair or correct any damage or malfunction which results from any misuse or abuse of any facilities by the Stallholder.
- 13.3. All stock or equipment left on Site is at the Stallholder's own risk including but not limited to freezers, refrigerators, display cabinets, shelving.
- 13.4. All Stallholders are responsible to repair or correct any damage they may cause to another stallholder's equipment or stock.

14. COMPLAINTS

Complaints involving the Stallholders, customers, staff and SAFM, including any decisions made by individuals which affect Stallholders, will be handled in accordance with the Complaints, Grievances and Dispute Resolution Policy.

15. EMERGENCY MANAGEMENT ACT 2004

Should an Emergency Management Directive be issued under the Emergency Management Act 2004 (SA) then these Rules are subject to change without notice.

16. WEATHER POLICY

16.1. BACKGROUND

The Market is an all-weather market, however the hours of trading may change or the operations for any Sunday may be cancelled due to catastrophic or other unforeseen weather conditions e.g. extreme heat, strong winds, catastrophic bush fire warnings and bushfires, heavy rain and flooding.

16.2. POLICY

Decisions can be made in relation to weather conditions on Market Days or in advance based on weather warnings issued by the Australian Bureau of Meteorology, State Emergency Service and/or the Country Fire Service

The decision to vary the hours of, or close, the Market on a Market Day is at the sole discretion of SAFM.

Stallholders are responsible to:

- (1) ensure that products are protected and have necessary equipment on hand (e.g., gazebo sides, weights to secure gazebo); and
- (2) plan against adverse weather conditions such as rain, wind, cold and heat with appropriate safety and wet weather equipment and procedures.

SAFM shall not be liable for loss or damage to stock and/or equipment however caused.

17. COMPLAINTS, GRIEVANCES AND DISPUTE RESOLUTION POLICY

17.1. PURPOSE

This policy provides guidance on the raising and resolution of complaints by and against Stallholders.

17.2. OBJECTIVE

SAFM must ensure that all Stallholder complaints made under this policy are:

- dealt with as expeditiously as possible and in accordance with the timeframes set below;
- treated seriously and with sensitivity;
- judged fairly and impartially and with transparency;
- where necessary, investigated; and
- otherwise determined in accordance with the principles of procedural fairness.

17.3. POLICY SCOPE/COVERAGE

This policy applies to all Stallholders of SAFM.

17.4. PROCESS

Step 1 - Stallholders who wish to make a complaint must first raise the issue (verbally or in writing) with the Market Retail Manager or their delegate.

The Market Retail Manager will then either:

- hold such discussions and conduct such investigations as are necessary and where practical, the Market Retail Manager should determine an outcome and advise the Stallholder of this within one week; or
- refer the complaint straight to the Operations Manager of the South Australian Produce Market Limited (at their sole discretion).

Step 2 - If the Stallholder is not satisfied with the initial outcome and wishes to pursue the matter, they must advise the Market Retail Manager in writing and provide full details of the complaint within the letter. Letters can be addressed to *Market Retail Manager - SA Produce Market, Burma Rd, Pooraka, SA, 5095*

Upon receiving written advice from a Stallholder that they are unsatisfied with the outcome of their complaint, the Market Retail Manager must inform the Executive of SAFM and together they must conduct a review of the initial decision. The outcome of this review must be advised to the Stallholder in writing.

18. STALLHOLDER CODE OF CONDUCT

18.1. BACKGROUND

SAFM prides itself on providing quality products and excellent service to customers. The primary purpose of this Code of Conduct is to ensure the safety and wellbeing of all people who use the Market while the Market is in operation.

18.2. CODE OF CONDUCT

As a Stallholder you will (and you will ensure that your employees and volunteers):

- Respect and adhere to the Rules.
- Demonstrate the highest standards of personal behaviour and integrity at all times.
- Conduct yourself in a courteous and respectful manner and serve as a positive role model for others.
- Treat everyone with respect
- Abstain from physical or verbal abuse and not tolerate this behaviour from others
- Comply with equal opportunity and anti-discrimination laws
- Under no circumstance, attend or participate at a Market while under the influence of alcohol and/or controlled substances
- Under no circumstance, consume alcohol or controlled substances while acting as a Stallholder at the Market or on the market square.
- Operate vehicles and other equipment in a responsible manner
- Abstain from any criminal activity
- Exhibit behaviour publicly that would demonstrate you are an advocate for the Market

19. RISK

- 19.1. The Stallholder agrees that it is vicariously liable for all relatives, employees and other persons who work with or are engaged by the Stallholder (with or without payment of wages or other remuneration) in selling products at the Market, including to ensure that those persons perform these Rules, and a reference to 'the Stallholder' (except in Rule 3.6) includes those persons. The Stallholder is liable for any fees incurred under these Rules by any of such persons.
- 19.2. The Stallholder enters the Market at its own risk and agrees that SAFM is fully released from all responsibility and liability from any claim, demand, damages or action in respect of:

- loss or damage to the Stallholder's property.
- death of or injury to the Stallholder; and
- any incident, damage or injury on or about the Market Land,

except where directly caused by the negligence of SAFM.

- 19.3. The Stallholder must indemnify SAFM in respect of all actions, claims, damages, costs and expenses which SAFM may incur in respect of the death of or injury to any person or the loss of or damage to the property of any person, to the extent caused or contributed by the Stallholder, except where directly caused by the negligence of SAFM.
- 19.4. SAFM is not responsible for any theft at the Market (including from the Stallholder's vehicle).

20. REGULATIONS

The Stallholder shall perform and not breach the South Australian Produce Market Regulations (a copy of which is available upon request), so far as the Regulations are potentially applicable to the Market. In particular, the Stallholder must not breach the vehicular speed limit within the Market, must abide by all other traffic requirements and directions set out in the Regulations, and must abide by all safety requirements.

21. GENERAL

- 21.1. For the purposes of these Rules;
- 21.1.1. 'SAFM' means SA Farmers Market Pty Ltd ABN (insert) and includes any officer, employee, agent or contractor or related corporation of that entity, and the Market Retail Manager;
- 21.1.2. 'Times of Use' means the period commencing on the advertised opening time and expiring on the advertised closing time of the Market to the public;
- 21.1.3. 'Products' includes produce;
- 21.1.4. The Market Retail Manager may exercise any right of SAFM under these Rules, including giving any approval, notice or direction or exercising any discretion.