

Part 1 - Definitions and Charter

1a. Definitions

(1) In these rules:

Consumer Member is a member of the association who does not have the right to sell produce at the market. Individuals included in a family unit that has grower/producer membership status may not be a consumer member.

Grower/Producer Member means a member of the association who can sell produce at the market. This type of member is required to have a current license to trade at the market.

'Local area' includes Byron Shire, Ballina Shire, Lismore City, Kyogle Shire, Richmond River Shire and Tweed Shire.

Value added means goods that are manufactured from their original form to either a packaged or non-packaged form for sale at the farmers market.

Carried farmer is a grower who is not eligible for membership and has their products sold by another stallholder which is subject to committee approval.

Guest farmer is a farmer who brings specialised seasonal product to sell at the market and does not need to be a member

Share farming is the growing of produce by a farmer who does not own the land on which the produce is grown. Typically the return from the sale of produce grown on the land will be divided between the landowner and the share farmer.

A **farm lease** is a document of agreement between a landlord and a tenant, for rental of land where the landlord (typically) provides the land, buildings and fences and the tenant (typically) provides their labour and machinery and meets all the operating costs.

Organic in relation to food means produce grown or manufactured using organic principles by a person who is a financial member of an accredited Australian certifying body

1b. Charter

(A) Mission Statement

The goal of New Brighton Farmers Market is to create closer links between producers and consumers and to strengthen community. To that end it is intended that the general membership and the committee of NBFM Inc be comprised of both producers and consumers.

In addition NBFM aims to increase public awareness of the importance of rebuilding and supporting local food economies to assure a sustainable future. A shift towards local food can dramatically reduce carbon dioxide emissions that contribute to climate change, while helping to re-establish biodiversity in our region. Local food economies allow farmers to make acceptable living while giving consumers access to fresh food at affordable prices.

NBFM is committed to ongoing community education in the areas of humanity's impact on the environment and sustainable food production. To this end NBFM will endeavour to encourage the production of local food.

The Farmers Market offers an opportunity for growers and producers who are from the local area and who are financial members of NBFM Inc, to sell their produce directly to consumers on a weekly basis.

(B) Operation of Farmers Market

1. Participation

(a) Traders will consist of local growers of fruit, vegetables, meat and dairy products, cut flowers and other agricultural products from which food is derived and local producers of 'value added' food products such as baked goods and preserves whose principal ingredients (with the exception of grains and cereals) are grown by the producer. Where additional ingredients are required these should be sourced locally whenever possible.

(b) All value-added products for sale at the market must be made by the stallholder within the local area (refer to 1a Definitions) and 30% of the ingredients must be grown by the stallholder.

(c) Locally grown coffee and tea supplied by the grower will be available for consumption at the market at the committee's discretion.

(d) In exceptional circumstances growers of fresh produce unable to be grown in the local area may be allowed to join the association.

(e) Hot food and takeaway food is permissible within the market subject to the appropriate NSW Food authority licence and Byron Shire Council permit.

(f) 70% of the market product mix must consist of fresh produce stalls and 30% 'value added' producers.

(g) Subject to clause (f) above, one of the aims of the market is to ensure that growers receive fair and reliable income from their produce. To this end, the growth of the market, and the mix of stalls at the market will be at the discretion of the committee.

(h) A comprehensive application form must be completed with an application for grower/producer membership of the association. For farmers this will detail area under cultivation, products grown and all farm inputs such as fertilizers, pesticides and herbicides in use on the cultivated area. Local producers of 'value added' products need to specify the origin of their ingredients and justify any organic/chemical free claims for their manufactured produce.

(i) To support chemical free claims by growers/producers using organic farming methods but who do not have organic certification, produce must be tested for chemical residues by a NATA accredited laboratory. This test will need to be undertaken every two years.

(j) The committee of management decides on the eligibility of growers/producers to participate in the market.

(k) NBFM intends to sponsor a stall for new small producers at the market.

2. Connection between grower/producer and produce for sale

All produce sold at the market must be grown or manufactured by members of the association. Members may only sell produce that they have personally grown or produced with the following exception: in the case of smaller growers/producers who are sharing a stall it is permissible for one association member to sell the produce of another member. Notwithstanding this, farmers must be at the market to sell their own produce at least 30% of the time that their produce is available at the market.

All fresh produce at the market must come from farms directly owned, leased, or the subject of a share farm arrangement, by a member of the association. Legal status of any share farming or leasing arrangement must be produced at the time of application for membership.

Carried farming is allowable within the market and is subject to committee approval

Items purchased for resale are strictly forbidden at the market. Any infringement of this rule is grounds for disciplinary action by the committee.

3. Farm Inspections

Farms and manufacturing premises will be inspected prior to an application for membership being approved.

The committee reserves the right to undertake spot checks of farms and manufacturing premises at any time with 7 days notice.

If a grower wishes to increase the range of products he/she supplies to the market a further inspection may be required to establish that the new products are grown on the property. This will not be required for short term crops eg lettuce or other vegetables but for products with long lead times such as fruit trees.

If a complaint is registered against a member with respect to the origin of produce supplied at the market and this complaint is deemed to be bona fide by the committee, a farm/manufacturing premises inspection can be performed with 24 hours notice to the member.

4. Cost of Farm Inspections and Product Testing

The costs associated with testing product for chemical free status will be borne by the producer.

The cost of farm/manufacturing premises inspections that are required every three years (fees apply).

In the case of additional inspections required as a result of a complaint against a member, this cost will be borne by the association.

5. Licence to Trade at the Market

New members may be issued a licence to trade at the market when the following has occurred:

- (i) membership application is received;
- (ii) the farm/manufacturing premises inspection is deemed satisfactory; and
- (iii) all relevant fees are paid.

A licence to trade at the market is valid for 3 years.

Members are not permitted to trade at the market unless they have a current licence.

6. Allocation of Stalls

The number of stalls at the market and the allocation of stall sites will be determined by the committee.

(a) A monthly fee (see Appendix 2) will be charged to market participants to allow them to trade on the day. The stall size is approximately 3m x 3m. Only one vehicle per stall can be parked on the market site. Stall sites can be shared by small producers at no additional charge. Subject to availability it is possible to increase the stall size by 50% by payment of an additional amount equal to 50% of the current stall fee.

(b) Stall fees will be set annually by a vote taken at a general meeting. Fees will be used to defray the costs associated with the running of the market and other projects as determined by the committee.

(c) Stall fees to be paid by cheque or direct credited and recorded by the Market Manager and/or another nominee of the committee, and deposited into the bank account of the association.

(d) If a stallholder has overdue fees for a period of one month, a letter will be issued giving 14 days to pay the outstanding fees, failure to pay the outstanding amount will result in the suspension of the stallholder until all outstanding fees are paid.

7. Wet Weather

In wet weather the market will proceed unless the committee decides otherwise

8. Non-Participation

(i) If a stall holder cannot participate on any single day they should notify the market manager at least 24 hours prior to the start of the market. If a stallholder is unable to attend the market due to unforeseen circumstances stall fees may be waived at the discretion of the committee.

(ii) If a farmer/producer is not able to attend the market weekly during the period of the year he has indicated he is able to participate at the market, he should advise the committee of the circumstances that have led to this situation. If these circumstances are such that a protracted period of absence is expected then a farmer selling a similar product(s) and who is on the waiting list may be invited to apply for membership.

9. Duty of Stall Holders

Stall holders are required to be compliant with all relevant Federal, State & local government laws relating to their business at the market. This includes, all Acts, Regulations, and Orders relating to environmental health, product labeling, quality assurance, food registration and/or licensing in relation to value added goods produced and/or manufactured from their own farm produce.

10. Fines, Penalties Etc

Any fines, penalties or the like incurred by a stallholder as a result of the conduct or omission by themselves, or that of their agent, or employee at the market, will be the responsibility of the individual stallholder and not of the association.

The exception to this is if the Committee determines otherwise. For instance, the circumstances that gave rise to the fine, penalty etc may affect the operation of the market as a whole.

11. Notice of Approved Produce

Each stall must clearly display on their stall site the list of products that they are approved to sell at the market.

12. Organic Produce

Where organic products are offered for sale the NBFM Inc member must be a certified and financial member of an accredited Australian organic organisation.

13. Seasonal Produce

Members who do not trade weekly but rather have seasonal produce should advise the Market Manager and/or another nominee of the committee a week prior to their return to the market.

14. Stallholder Disciplinary Action – Suspension of License

If a member is found to:

- (i) be selling produce for which they do not have approval;
- (ii) be selling fresh produce which they have obtained from another party;
- (iii) be selling 'value added' produce that they have obtained in its final form from another party;
- (iv) be contravening the rules of the market in any way, or any relevant federal, state or local council Act, Regulation or Order;

he/she will be advised of the problem and cautioned by the market manager and/or another nominee of the committee during the market, or as soon as possible after the market.

If the offence is repeated at a subsequent market the market manager will advise the member that their license to trade is suspended and that they can no longer participate in the market until the complaint is reviewed by the committee according to the formal procedure as outlined in the NBFM Constitution.

16 Insurances and Licences Required

Farmers/producers will require the following documentation prior to their application for membership being approved:

Product liability insurance
Public liability insurance for \$10 million for their market stall
Relevant Council permit to operate a stall in Byron Shire
NSW Food Authority Registration

17. Dog Policy

No dogs will be allowed onto the Market site.

18. Schedule of Fees and Charges

Consumer Member Annual Fee \$15 p/a

Farm /Site Visit Fee

Non Members	\$200
Members	\$60

Annual Membership NBFM

Annual fee	\$60 PA
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Monthly fee's

Half stalls	\$87
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Single stall	\$152
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Single with power	\$173
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One and a half	\$217
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One and a half with power	\$238
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Double stall	\$282
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Double stall with power	\$303
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Casual stallholders \$40 per week

Guest farmers \$55 per week for the first 3 weeks then \$40 for a maximum of 4 weeks

Carried Farmer/producer [at the discretion of the committee, see Section 4]

Powered sites \$5 per week [See section 20.6]

