

OVERVIEW

The Growers' Green Farmers Market (GG) is held in the grounds of South Fremantle Senior High School (SFSHS), Lefroy Road, Beaconsfield, every Sunday between 8am and 12noon. Growers' Green is a venture of the SFSHS Parents & Citizens (P&C) Committee, with the aim to:

- Raise funds to improve the amenities and opportunities for students at the school
- Raise the profile of the school within the community
- Engage the local community in a mutually beneficent interaction with the school
- Continue the school's efforts as Australia's first Carbon Neutral school, by working towards a more sustainable environment
- Provide consumers with fresh, local, seasonable and home-made produce direct from farmers and producers
- Support and encourage local small producers and businesses
- Bring together growers/producers and consumers in a direct process
- To offer a genuine alternative to supermarket shopping in a friendly, local community-based environment

DEFINITIONS

- Growers' Green Farmers Market: known as GG or the market.
- Market Manager: known as MM - Person selected and contracted by the P&C who is responsible for the ongoing coordination of GG. If the position becomes open the P&C will advertise for applications for a new manager.
- Growers Green Committee: known as GGC. The committee appointed to oversee the running of the market and consisting of up to five members appointed by the P&C. The MM shall be a non-voting member. Previously managers may stay on the GGC in an advisory role.

1. GGC RESPONSIBILITIES

1.1 Meetings

- A quorum shall be any three voting members of the committee. The committee will meet fortnightly or as determined by the GGC. Stallholders may request to meet with the GGC. P&C members may request to attend GGC meetings.
- The P&C shall appoint GGC members at the AGM or in the case of a vacancy at an ordinary P&C meeting.

1.2 Finances

- Any market expenses exceeding \$500 that are not directly related to ongoing function and maintenance of the market and equipment must be approved by the P&C. General market expenses exceeding \$2,000 must be approved by the P&C.

1.3 Reporting

- A representative of the GGC will report market updates to the P&C at each P&C meeting.
- The GGC will submit all finances to an external auditor on an annual basis and present the audit results to the P&C.

2. STALLHOLDERS RULES & RESPONSIBILITIES

2.1 Fees

- Stallholders must be financially current, with the appropriate fees paid to the GGC.

2.2 Insurance

- GG is covered by the P&C's Public Liability Insurance policy.
- All stallholders must provide the MM with a Public Liability Insurance 'Certificate of Currency' prior to commencing trading. It is the responsibility of the stallholder to ensure a renewal copy is forwarded to the MM annually. If insurance is not current, stallholders will not be allowed to trade.

2.3 Stallholder and Produce Eligibility

- GG is an outlet for primary production. Preference will be given to the farmer, grower, producer or maker of the goods sold, or the family or employee of the farmer, grower, producer or maker, of the goods sold.
- Stallholders may re-sell a limited amount of products purchased, at the discretion of the MM, as long as these products don't exceed 10% of the stall's products. Products for re-sale should align with GG's aims as outlined in the Overview on page 1 of the Charter.
- All produce sold at the market should originate in Western Australia. The market's objective is to support local/regional growers and producers.
- Exceptions to the above may be made if the stallholder is offering produce that is not available locally, with the understanding that if at a future date the produce becomes available locally, the new stallholder will be allowed to trade in preference to the original stallholder. This is at the discretion of the MM & the GGC.
- Stallholders who wish to sell produce on behalf of another producer, can only do so with the permission of the MM.
- Priority will be given to stallholders supplying biodynamic, organic and minimal spray produce.
- Value-added products such as oils, jams, preserves, baked goods should have their principal ingredients grown or produced by the stallholder. Value-added products whose principal ingredients are not grown by the stallholder may be sold at the discretion of the MM.
- Stallholders are asked to ensure the humane and ethical treatment of animals. Any live animals that are for sale at GG must be provided with adequate food, water and shelter and kept in a secure and low stress manner. Priority will be given to free range, organic animal produce.
- Any variances to these rules are at the discretion of the MM and the GGC, and will be made in the best interests of GG.

- Each new stallholder must obtain a City of Fremantle Temporary Food Stall licence and must confirm with the MM prior to trading to ensure they are meeting their obligations under the laws relating to food production.
- To ensure diversity no more than 20% of stalls will be allocated to any one item. This may be varied from time to time at the discretion of the MM.

2.3.1 Monthly BIG Markets

- The first Sunday of each month is designated the Monthly BIG Market, where the market will expand to include stalls that are not food or garden based. Preference will be given to stallholders whose products are sustainable and ethically sourced; i.e. locally made, handmade, artisanal, second hand, recycled/upcycled or fair trade. The market will avoid mass produced, factory made products where the working condition of producers is unclear or unknown. Up to 10 stalls at each BIG market may trade imported products as long as they meet the above criteria.

2.3.2 SFSHS Stalls

- Fundraising and information stalls for SFSHS programs and activities will be permitted at any market at no charge.

2.3.3 Community Groups, Not for Profits & Schools, & Politicians

- For the purposes of community engagement, up to two stall spaces at each market may be available for not for profit organisations, local community groups and local schools, at the discretion of the MM and GGC, at no charge. Local elected representatives may have stalls for the purpose of community engagement, at the standard rental fee.

2.3.4 P&C Member Stalls

- Active P&C members are permitted to have stalls given priority at the market, at the standard rental fee, as long as their stalls meet the eligibility criteria as outlined in the charter.

2.4 Bookings/Cancellations

- Bookings must be confirmed with the MM no later than 5pm Friday prior to Market.
- Site bookings can be cancelled up to 5pm of the Friday prior to the Market. Late cancellation or non-appearance without cancellation at the Market will mean payment of the site fee for that Market.

2.5 Stall Assignment

- Assignment of stalls will be on a first come first served basis, however priority will be given to regular weekly and local stallholders. If a stallholder has a permanent site and leaves for more than 4 consecutive weeks that space will be forfeited. On the stallholder's return, the MM will try to give back original space, however if a new regular stall holder has filled that gap, they will not be asked to move. Stall distribution is at the discretion of the MM in line with the best interests of GG.
- GG reserves the right at any time to alter the size, shape and position of Market plans as may be necessary for the best interests, risk management and legal requirements of the market or SFSHS.

2.6 Sharing Stalls

- Sharing of a site space must first be negotiated between the two parties and then approved by the MM prior to trading. If stallholders regularly share a stall and only one party will be present on any given market day then the remaining stallholder will either share with another or pay full stall fee for that market.

2.7 Access, setup and parking

- Stallholders are required to have their vehicle off the market site by 7:30am and may not move their vehicles on the market site between 7:30am to 12pm.
- Stallholders are required to have their site ready, with all exhibits displayed and ready for sale from 8.00am to 12.00pm.
- Sites will be properly staffed by a competent representative during operating hours. No person under the age of 15 years old is to be in charge of a stall.
- Stalls cannot be dismantled before closing time.
- Stallholders are to provide their own tables, shade and equipment. No storage is available at the school.
- All marquees/tents/umbrellas must be properly secured with appropriate weights or ropes to prevent them moving or causing damage or injury in windy conditions.
- Limited power access is available. This will be allocated to stallholders, at an additional expense, at the MM discretion. Stallholders must provide suitable extension cords and these must be used according to safety regulations and will be monitored by on-duty GG staff members.

2.8 Quality Assurance

- All stallholders are expected to maintain the market's standards of freshness and high quality.
- Stallholders are responsible for the decoration and the maintenance of their site in a clean and tidy condition and in accordance with merchandising standards of the market, at all times.
- Stallholders are responsible for the removal of all waste. This is a school site and it must be left in its original clean and tidy condition at the end of each market day. Bins are available for the use of customers only.
- The MM reserves the right to refuse the sale of goods not considered of an acceptable standard under the ANZFA food safety regulations.
- Stallholders must have a current quality assurance program in place, or similar, to the satisfaction of the MM.

2.9 Animals

- Stallholders are asked to ensure the humane and ethical treatment of livestock/poultry sold at GG.
- All livestock/poultry must be provided with adequate food, water and shelter, and be kept in a secure and low stress manner while being transported and displayed.
- All live animals/poultry sold must be raised in a healthy and free-range environment
- Domestic pets such as cats/kittens, dogs/puppies, caged birds and rodents are not to be sold at GG

3. LEGAL REQUIREMENTS

3.1 Labelling

- All stallholders must comply with appropriate labelling regulations and acquire any necessary licenses (e.g. for wine sales, organic certification) or permits for selling or producing their products. Copies of these licenses must be given to the MM prior to selling at the Market.

3.2 Weights & Measures

- Stallholders must weigh all goods on site on certified scales as required under the Weights & Measures act.

3.3 Food Safety

- Stallholders must understand and comply with their obligations under the food safety act as stipulated by the City of Fremantle.

3.4 Electrical testing and tagging requirements

- All equipment, fittings or materials used may be subject to inspection by the City of Fremantle.
- The outward sign of compliance with the Act will be that the equipment bears an electrical test tag to AS3760.
- If any such equipment, fittings or materials are deemed not to comply with OHS&W regulations, nor to be safe for any reason, they shall be removed from the site at the expense of the stallholder.

3.4 Retail Trading Hours Administration

- The Art /Craft type stalls are to complete the Special Retail Shop Application form with Category as Art / Craft. Flower stalls are to use the same form but the Category is Domestic Development. Each trader is to complete the form and send to the Department. Each trader will need to provide a forwarding postal address so we can send a certificate.
- Everyone else will need the Small Retail Shop Application Form. Same administration applies as above

4. FEES

4.1 Rent

- All approved applicants who sell goods in the market are required to pay rent for the space which they use. Rent will be charged for an allocated space at a cost of \$50 per bay per week for growers and artisans, \$55 for foodies and non-artisans. Prices subject to change at the discretion of the GGC, with a minimum of two weeks' notice to be given to stallholders of any price change. Rent shall be paid on market day to the GGC.
- This entitles stallholder to: 1 x stall site 3 metres x 3 metres, protruding tent ropes will not be permitted.
- Multiple spaces may be rented. In these cases, rent adjustments may be made at the discretion of the MM.

4.2 Powered sites

- An extra charge for powered sites will apply, according to usage and at the discretion of the MM.

4.3 Cancellation Policy

- Stallholders must notify Market Coordinator no later than 5pm on the Friday prior to the market, for a missed Sunday. Otherwise, the stallholder will be charged a site fee for that day.

5. PACKAGING

- In keeping with the school's Carbon Neutral objectives, reducing waste and recycling is encouraged.
- Growers' Green has a plastic -free policy, where possible according to food hygiene standards, and also strongly encourages biodegradable packaging.

6. DISCLAIMER OF LIABILITY

- Stallholders will indemnify GG and the P&C 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 participant or elsewhere arising out of its occupancy or anything connected with occupancy.
- Neither GG nor the P&C will be liable for any loss or damage to the property of the participants due to weather, fire, robbery, accidents or any cause whatsoever that may arise from use and occupancy of the site.
- Neither GG nor the P&C assumes liability for any damages or losses resulting from or relating to the failure of the participant to comply with the provisions of this agreement.
- Neither GG nor the P&C will be responsible if a current insurance "Certificate of Currency" is not forwarded promptly to the MM.

7. COMPLAINTS

- In order to maintain quality standards, any complaints will be reported to the MM and to the stallholder to whom the complaint is directed. If the issues of practice cannot be resolved by the MM and the relevant parties on site, then the complaint must be addressed to the GGC in writing.

8. AMENDMENT OF THE CHARTER

- The Charter can only be amended by a meeting of the P&C. Minor amendments can be made on an interim basis by the MM and GGC. Stallholders not members of the GGC may not attend any P&C meetings at which a resolution amending the Charter is being considered.

For more information regarding Growers' Green, please contact:

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