

# ***Harvest Incorporated Charter***

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## ***Our Vision***

*The world's best produce from the producer to the people*

## ***Our Mission***

*To be a sustainable farmers' market with a distinct Tasmanian identity that celebrates and promotes authentic Tasmanian produce and:*

- *Offers an outlet to Tasmanian farmers and food artisans for the direct sale of a diverse range of fresh, local, high quality produce to consumers*
  - *Fosters innovation and collaboration and encourages producers to explore the viability of new products*
- *Provides economic and social benefits to the community, and*
- *Cultivates a vibrant public space and an attraction for local residents and visitors*

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# 1. Introduction

Harvest Launceston Community Farmers' Market Incorporated (Harvest) is a not-for-profit Incorporated Association. The market is open every Saturday from 8.30am to 12.30pm at 71 Cimitiere Street (Cameron/Cimitiere Streets Car Park) Launceston, Tasmania.

- Harvest is the first dedicated farmers' market in Launceston adhering to the Australian Farmers' Market Association (AFMA) mission and charter.
- It began operating on 11 February 2012 and has operated weekly since then.
- It operates as a collective with its management and stallholders aiming to make the wide range of high quality Tasmanian foods accessible to the local and tourist communities.
- It supports farmers and producers growing and making fresh produce and value-added foods and beverages in Tasmania.

## **The Purpose of Harvest is to:**

- Provide an avenue for growers / makers of Tasmanian food and beverages to sell directly to the customer.
- Ensure the successful establishment, continued development and sustainable operation of Harvest Launceston Community Farmers' Market.
- Support the production and sale of a diverse range of Tasmanian fresh, value-added and seasonal produce at the market.
- Support innovation in Tasmania.
- Promote the practice of sustainable food production in Tasmania.
- Enable access to produce through a market that brings people together as a community to share in and celebrate food.

## **Purpose of the Charter:**

The Harvest Charter has been developed to establish and protect the authenticity of Harvest, guided by the Australian Farmers' Market Association (AFMA) mission and charter and the Harvest mission statement. The Charter outlines the rules and standards for the products that are sold at Harvest.

Any exception to these rules is at the discretion of the Harvest Board, approved by the Executive Committee and will be made with consideration of the Harvest Rules of Incorporation and in the best interests of Harvest.

## **Review:**

This Charter is current as of 1<sup>st</sup> February 2022.

A review of this Charter will be conducted as needed. Updates may occur and be notified from time to time.

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## 2. Roles and Responsibilities

### Code of Behaviour:

It is expected that the Market Managers, Board members and stallholders act with courtesy and respect towards each other and visitors to the market.

### Market Management:

The Harvest Market Operations team manage the day-to-day operations of the Harvest Launceston Community Farmers' Market and are responsible to the President of the Harvest Board (the Board). Harvest Management ensures that Harvest achieves its strategic and operational objectives by efficiently and effectively managing, promoting and developing the organisation and its activities. Harvest Management also ensures the organisation operates safely, efficiently, effectively and within all relevant organisational parameters including the Harvest Rules of Incorporation, Charter, resolutions of the Board, Launceston City Council event permits, relevant legislation, Australian standards, policies and any service / funding agreements.

### The Board:

Harvest is governed by a Board of up to ten elected members. The Board is responsible for the delivery of the organisation's objectives, setting its strategic direction, upholding its values and adhering to its Constitution and Charter. In doing so the Board:

- Sets the strategic and operational goals for Harvest; and
- Appoints, gives direction to and supports the Market Operations Team, who in turn report to the Board.

A maximum of two of the directors on the Board may be current stallholders at the Market. All individuals who are close associates of a stallholder will be taken to be 'a stallholder' for the purposes of membership of the Board. This means where a board member has a business partner or close relative with a stall at the market, the board member will be taken to be 'a stallholder', even if they are not named in the Harvest Application to Trade.

### Stallholders:

All stallholders must be farmers, producers or artisan food makers who live in Tasmania and grow or make the products they offer for sale. Stallholder responsibilities are outlined in the Stallholder Guidelines.

Market Management will assess applicants to ensure that a range of producers and products are represented according to the Harvest checklist and at the discretion of the Board. Harvest endeavours to represent a broad range of producers within, though not confined by, the food and beverages groups outlined below:

- Vegetables / Fungi / Fruit
- Meat / Seafood / Poultry / Small Goods / Game

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- Dairy / Ice Cream
- Eggs
- Honey / Jams / Preserves / Condiments
- Oils / Nuts / Grains / Pasta
- Bread / Baked Products
- Wine / Beer / Cider / Juice / Other Beverages
- Flowers / Plants / Herbs / Seedlings / Compost and mulch
- Coffee
- Ready-to-eat food

Under the Harvest Charter, the market aims to have a high percentage of fresh products from primary producers who have grown, reared, baked, caught, or smoked the product they sell. To ensure that there is a wide range of produce available to meet shopper needs, a number of value-added and ready-to-eat producers will be included in the market offering.

No stallholder will have an exclusive right to sell a particular product.

### **Harvest Volunteers**

Harvest Volunteers are members of the community who offer their time and goodwill to perform a number of tasks essential for the operation of the market. Harvest Volunteers receive an induction focussed on health and safety and specific aspects of the market's operation, such as setting up and packing down and staffing the gates and Harvest stall. Volunteer activities are co-ordinated by the on-duty Market Manager and the designated Volunteer Coordinator.

### **Friends of Harvest**

The Friends of Harvest program offers organisations the opportunity to participate at the market and engage with the local community in return for providing volunteer help to set-up, pack-down and staff the gates at a scheduled Saturday market. Market participation can involve promotion of the Friend of Harvest organisation but cannot involve sales of promotional material or fundraising. The Board reserves the right to decline an offer of assistance where the organisation is not aligned with the Harvest mission statement.

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### 3. Origin of Produce and Production

All produce for sale at Harvest must be grown or made in Tasmania. The market sells only farm-origin and associated value-added specialty foods and plants as outlined in the Australian Farmers' Market Association guidelines. Stallholders may only sell approved products that are itemised in their application to trade/ agreement.

#### Eligible Produce:

- **Primary produce** that is grown, caught, gathered or foraged in Tasmania. Primary produce includes garden input products such as seedlings, plants, cut flowers and associated by-products.
- **Primary producer processed foods** that are made from Tasmanian farm origin produce, where the producer has grown one or more of the major ingredients of the final product.
- **Value-Added Foods** include products where the raw / fresh food / ingredient is substantially modified in Tasmania by means of a cooking or related process such as brining, fermenting, smoking, drying.
- **Ready-to-eat food** approved by the Board for consumption at the market. All ready-to-eat produce must be made from Tasmanian ingredients where possible.

All value-add and ready-to-eat produce must be processed and made **in Tasmania using Tasmanian ingredients where available.**

Exceptions to the Tasmanian origin rule may apply where the stallholder can demonstrate that he/she has significantly transformed a primary product in Tasmania from ingredients that are unable to be sourced in Tasmania. Applications such as this will be considered on a case-by-case basis by the Board, prioritising innovative products.

#### Non-Eligible Products, Businesses and Processing Techniques:

- **Specialty items** and associated packaging except for those approved by the Market Management on a case by case basis. Expressions of Interest are invited for celebration days such as Father's Day, Mother's Day, Plastic Free July, Christmas etc.
- **Reselling** and/or on-selling are defined as selling fresh or processed foods that have not been produced by the stallholder. Reselling is not permitted at Harvest Launceston Community Farmers' Market.
- **Non-food farm by-products** are **not permitted** other than plants as specified above.

#### Stallholder Requirements:

- All stallholders must outline their physical contribution to the product.
- All primary stallholders must be directly involved in the growing or production process of the food or value-added products offered for sale.
- The primary stallholder must be in attendance at their stall at each market. Family members may also work at the stall with the producer.
- All stallholders are required to provide a producer guarantee within the Harvest Application to Trade (HATT) process that they have made a significant contribution to the finished weight of the product.

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- No stallholder will have an exclusive right to sell a particular product.
- Where stallholders have collaborated with each other to bring a product to market that combines knowledge and ingredients, both stallholders will be permitted to sell the product.
- Seafood stallholders must own, lease or operate the fishing vessel or own, lease or rent the parcel of land where the seafood is caught or harvested for sale.

**Stall options:**

**Single stall** — This is the preferred arrangement at Harvest.

**Approved stallholder selling on behalf of another approved stallholder** — In exceptional circumstances, a written application may be made to the Board for a producer to sell on behalf of another producer if both producers are members of Harvest, and have approved stallholder membership agreements, required permits and insurance.

**Farm / Production Site Inspection:**

Each approved stallholder may be visited prior to trading at the market to verify the details listed in their application (i.e. products listed in the application are grown / produced by the business). This inspection may be conducted during the application or renewal process.

Produce / product audits are conducted to ensure market authenticity. Harvest may conduct an annual on-farm / business product audit of each stallholder and reserves the option to conduct further product audits if deemed necessary.

Market Management will also conduct regular stall inspections to ensure that stallholders are selling only approved produce.

**Promotion of Certified Organic and Biodynamic Produce:**

Harvest will only allow stallholders to promote their produce and practices as certified Organic or Biodynamic if they are currently certified by a recognised organisation. Certification copies are to be provided with applications.

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## 4. Legal and Regulatory Requirements

### **Food Business Registration:**

Launceston City Council requires all businesses selling food or beverages to be in possession of a relevant food business notification:

- Value-Add, Ready-To-Eat and some primary producers will require a Statewide Temporary Food Business Registration as regulated by the Tasmanian *Food Act 2003*. This permit is issued by the local council in which the stallholder produces the product. This Certificate of Registration is renewable annually.
- A Launceston City Council Food Business Notification is required for all other producers, for example vegetable and fruit stallholders whose produce is deemed low risk and is not processed in any way.

Forms are available at:

<https://www.launceston.tas.gov.au/Council/Forms-and-Applications/Food-Business-Forms>

Launceston City Council provides free online food safety training to assist food handlers in developing the required skills and knowledge to ensure food is handled in a safe and hygienic manner.

### **Alcoholic Beverages:**

Stallholders can only apply to be authorised for alcoholic beverage sales when they are approved by Liquor and Gaming – Department of Treasury and Finance Tasmania (they must hold a Licence).

The composition information must be on the bottle and follow legal and Country of Origin labelling requirements.

### **Signage**

- All vendors must have signs that display their name and address in a prominent manner whilst trading at Harvest.
- All prices must be clearly marked or signed.
- All signage and labelling on produce must clearly identify the stallholder's ASIC registered business name as stated on the Harvest Membership Agreement and Harvest Licence to Trade form.

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# Harvest Stallholder Guidelines

## 1. Market Operating Conditions

Harvest is held in the Cimitiere/Cameron Streets Car Park, Launceston every Saturday morning except where specifically notified.

- Trade must not begin before the opening bell and must not cease before the closing bell.
- Vehicle movement in the Cimitiere/Cameron Streets Car Park is prohibited from 30 minutes before opening time to 15 minutes past closing times.
- All stallholders will be required to participate in emergency and evacuation procedures.
- Harvest is a smoke-free zone.
- Harvest is responsible for the control of noise, ensuring minimal disturbance of residents. No sound systems are to be used prior to the commencement of the market. After this time, sound systems may be used at the discretion of Market Management.
- Harvest is committed to achieving zero waste targets. FOGO – Food Organic, Garden Organic – green bins are in use at the market for the collection of compostable waste generated during the operation of the market. All containers and packaging for use by the public at the market must be compostable.
- Any stallholder who uses non-compostable packaging, such as soft plastic must provide recycling options at their stall and encourage their patrons to return packaging for recycling by the stallholder.
- Harvest stallholders are responsible for maintaining Cimitiere/Cameron Streets Car Park in a clean and tidy condition.
- All stallholders are responsible for removing their own rubbish, recycling and other waste products.



## 2. New Stallholder Applications

To ensure that the stallholder application process is fair and as efficient as possible, there are three stages:

1. An initial expression of interest (EOI) to determine that proposed produce/products meet the selection criteria for an authentic farmers' market. This form is available online at <https://harvestmarket.org.au>.
2. If the EOI is successful, applicants will be invited to complete an Application to Trade form (HATT). This form is submitted to Market Management who assess the application and makes a recommendation to the Harvest Board. The process may include an inspection of the business premises.
3. The Application to Trade is then approved or rejected. If approved, the prospective stallholder will be granted a Licence to Trade at Harvest upon completion and submission of all required documentation, and payment of the annual Harvest membership fee and relevant site fees on time.

All information provided to Harvest in the Application and Membership forms must be full, truthful and comply with the Harvest Charter.

Harvest will not be liable for any expenses associated with establishing or conducting a business or stall.

**Note: The Harvest Board reserves the right of final decision regarding all stallholder applications.**

New stallholders are required to commence trading within six weeks of their approved start date otherwise their approval will expire and they will need to re-apply.

### Harvest Licence to Trade:

A Harvest Launceston Community Farmers' Market Licence to Trade is granted for stall space and the sale of specified products and is valid for 12 months, renewable each year in August.

When you complete the Harvest Membership Agreement and Harvest Licence to Trade form you will be asked to supply your Australian Securities and Investments Commission (ASIC) registered business name.

All stall signage, promotional material, permits, insurance and product labelling **must be in the business name** listed on your Harvest Licence to Trade.

The Board reserves the right to cancel a Licence to Trade at any time if the stallholder breaches the Charter and / or market rules (please refer to Breach of Rules section).

Sale of business and Licence to Trade:

- A Harvest Licence to Trade is non-transferable and is cancelled with the transfer of ownership of a stallholder's business.
- The vendor must inform a prospective new owner that prior to the sale of a business a new Stallholder Application to Trade must be completed, submitted and approved to ensure their eligibility to become a stallholder.
- A Harvest Licence to Trade must be approved and issued before a new owner is able to trade at Harvest.

*Tasmania's community farmers' market*

**Additional Products:**

Any new additional products, not listed on the application form, to be offered for sale by any vendor, must be approved in writing by Market Management before sale commences. Additional products are required to be sold within six weeks of their approval date.

**Annual Renewal of Membership Agreement and Licence to Trade:**

ALL Harvest Stallholders will need to renew their membership agreement and Licence to Trade each Harvest year which will run from 1<sup>st</sup> September to 31<sup>st</sup> August each year. A new Licence to Trade will be issued to commence on 1<sup>st</sup> September and will be valid until 31<sup>st</sup> August the following year subject to payment of membership fees and any outstanding site fees.

In addition, stallholders must renew and demonstrate that they have a valid Certificate of Currency for Public and Product Liability insurance each to the value of \$10 million, which covers them at the Harvest site as well as their site of production, and a Statewide Temporary Food Business Registration each year where applicable. For assistance, contact the Council or Market Management.

## 3. Stallholder Responsibilities

### Bookings / Cancellations:

- Bookings must be confirmed (with payment) with Market Management no later than 8:00am Wednesday prior to the stallholders first market for the month. If proof of payment is not received by this time a site will NOT be allocated.
- Cancellations: Site bookings can be cancelled **no later than 10:00am Wednesday prior to market**. There will be no refund of site fees for late cancellations.
- Extenuating circumstances will be handled at Market Management's discretion.

### Assignment of Stalls:

Site allocation is at the discretion of Market Management in line with the best interests of the overall market. Stalls will be allocated taking in to consideration the availability of power and gas requirements. Harvest reserves the right at any time to alter the size, shape and position of site plans as may be necessary for the best interests, risk management and legal requirements of the market.

Where stallholders require additional space to comply with regulations, for example where a buffer zone is required for gas, or where a food van or trailer is in excess of the allocated space, a discretionary fee can be charged.

A site plan of the set-up will be kept by Market Management and will be on display at the Harvest information stall on market days.

If you have a regular site and leave for more than four consecutive weeks your space will not be guaranteed. (If farm commitments or produce seasonality require a longer absence, prior negotiation with Market Management is recommended).

No stallholder will have an exclusive right to a specific site.

### Parking:

Parking of vehicles in surrounding streets is discouraged as this does impact on the ability of shoppers to attend the market. Stallholders may also not park their vehicles on neighbouring private property without the permission of the property owner.

Onsite parking is limited and is at the discretion of the management team taking in to account all relevant factors.

### Quality and Presentation:

Harvest Launceston Community Farmers' Market aims to present an array of high-quality produce of Tasmanian origin. Stallholders' contribution includes:

- Offering fresh, high quality, seasonal and regional produce and value-added food products;
- Keeping marquees and trestle tables clean, tidy and professional;
- Decorating stalls to attract customers and draw attention to specific produce;
- Placing stall name on marquee;

*Tasmania's community farmers' market*

- Clearly pricing all products;
- Ensuring that all signage and labelling is in the stallholder's ASIC registered business name, as stated on the Harvest Membership Agreement and Harvest Licence to Trade and that the stallholder is clearly identified.

Market Management reserves the right to refuse the sale of goods not considered of an acceptable standard under Food Safety Australia and New Zealand (FSANZ) food safety regulations. If you are not sure about your food safety obligations refer to your local Council of the Food Standards Code and requirements relating to your product on the FSANZ website at <http://www.foodstandards.gov.au/code/Pages/default.aspx>

#### **Packaging:**

- All packaging must be compostable or recyclable. Harvest Launceston endeavours to be a plastic-free market and encourages the use of sustainable materials.
- Provide recycling options at stalls for all packaging that is not home recyclable or compostable such as soft plastic.
- Where a product, in particular beverages, are sold in glass and may be consumed on site, stallholders must endeavour to make sure glassware is returned to the stallholder for recycling and not be put in rubbish bins supplied by Harvest.

#### **Occupational Health and Safety (OH&S):**

Harvest believes that the safety of market visitors, staff, volunteers and stallholders is paramount to the operation of the market.

All stallholders are responsible for ensuring that the set-up and operation of their site is safe and that they abide by Harvest Launceston Community Farmers' Market Risk Management and Emergency Evacuation Procedures.

The primary objectives of the Harvest Risk Management and Emergency Evacuation Procedures are to ensure that:

- All incidents / accidents are recorded, reported, investigated, assessed for risk, and have control measures implemented and monitored;
- All incidents / accidents are recorded in an incident report; and
- All reports and investigations are retained and the information analysed to monitor health and safety performance.

Stallholders are required to comply with their statutory obligations for OH&S including:

- Complying with legislative requirements.
- Possessing appropriate licences and certificates to undertake their business.
- Complying with Harvest reporting mechanisms (Harvest Incident Report) during the term of their participation in the market.
- Demonstrating adequate insurance cover for their operations (public liability and product liability both at site of production and at the Harvest site).

*Tasmania's community farmers' market*

Stallholders shall ensure that they:

- Report any market related injury / hazard / near miss immediately or at least within 24 hours of it occurring;
- Assist in any incident / accident investigation and offer suggestions on actions taken to prevent a recurrence.

When a stallholder identifies a hazard or near miss event they shall:

- Immediately isolate the hazard to protect others from injury.
- Report the hazard or near miss to Market Management.
- Complete the appropriate documentation within 24 hours of the event occurring.
- Assist in any investigation. When an employee or stallholder is involved in an incident:
- Market Management shall be contacted to assist the ill or injured person as required.
- The incident / accident shall be reported to Market Management as soon as possible after the event occurring.
- A First Aid Kit is available at the Harvest Information marquee.

### **Stallholder Grievance Procedure**

Harvest Board and Market Managers recognise that stallholders will from time to time wish to raise grievances. The following process sets out how grievances will be addressed. During the grievance process, all parties to the process must communicate respectfully. Rude, aggressive, or threatening behaviour is a breach of this Charter and will not be tolerated.

The Market Managers and Harvest Board will endeavour to resolve all grievances as quickly and informally as possible, in line with the Harvest vision and mission.

**Step 1** — Grievances should be taken to a Market Manager. The Market Manager will attempt to redress the issue, which may involve discussing the grievance with the relevant parties. If it is not appropriate to approach any of the market managers, then stallholders may seek advice from the stallholder representative.

**Step 2** —The grievance may be raised verbally or in writing, however, the Market Managers reserve the right to require that the grievance be put in writing. Where the grievance concerns another stallholder, the Market Managers may consult with the other stallholder and give them an opportunity to provide their view.

**Step 3** — The grievance may be raised in writing with the Board. If the stallholder has not gone through steps 1; 2 and 3 of the grievance processes, the Board may refer the matter back to the Market Managers and/or stallholder representative to address in the first instance.

**Step 4** — The Board will endeavour to respond in writing to the grievance within 21 days. The full Board's decision is final.

### **Breach of Rules:**

Stallholders must comply with this Charter. Where the Market Managers identify or suspect a breach of this Charter by a stallholder, the stallholder's Licence to Trade may be **suspended** or **cancelled**.

Where the Market Managers are of the view that the breach is minor, it will be raised with the stallholder informally, and the stallholder will be given the opportunity to rectify the issue. If the issue is not rectified within the timeframe set by the Market Managers, the stallholder's Licence to Trade may be suspended until the issue is rectified.

If the Market Managers are of the view that the breach is major, such as one which compromises the safety or integrity of the Market, a stallholder's Licence to Trade may be suspended immediately. In this case, the Market Managers will refer the matter to the Harvest Board. At least three Board members will consider the breach and any explanation from the stallholder as to why the breach occurred and what action the stallholder will take to rectify the issue and ensure it does not occur again.

If satisfied that the breach has been rectified and will not re-occur, the Board members will re-issue the Licence to Trade. If they are not satisfied, the Licence to Trade will be cancelled.

Where a Licence to Trade is cancelled, the stallholder may request a review of the decision by the full Board. The decision of the full Board is final.

Any stallholder whose Licence to Trade has been cancelled is not eligible to re-submit an EOI for 12 months.

Any action as a result of a breach of the rules will be at the discretion of the Harvest Board.

## 4. Legal and Regulatory Requirements

### Food Business Registration:

Launceston City Council requires all businesses selling food or beverages to submit a Statewide Temporary Food Business Registration or Food Business Notification Form (available from the Launceston City Council or their website) in accordance with the *Food Act 2003*.

All stallholders must have a copy of the relevant registration certificate at their stall at all times. A copy must be provided to the market manager before trading can commence.

Launceston City Council provides free online food safety training to assist food handlers in developing the required skills and knowledge to ensure food is handled in a safe and hygienic manner.

### Signage:

- All vendors must have signs that display their name and address in a prominent manner whilst trading at Harvest.
- All prices must be clearly marked or signed.
- All signage and labelling on produce must clearly identify the stallholder's ASIC registered business name as stated on the Harvest Membership Agreement and Harvest Licence to Trade form.

### Labelling:

All vendors must comply with appropriate FSANZ labelling regulations and acquire any necessary licenses (e.g. Responsible Service of Alcohol (RSA) for alcohol sales) or regulatory industry permits for selling or producing their products.

### Weights & Measures:

- Vendors who weigh goods on site must use certified scales as required under the *Trade Measurement Act 1999*.
- Vendors who pre-pack must also use certified scales, as required under the *Trade Measurement Act 1999*, and weight must be listed on packets.

### Food Safety:

When selling at Harvest, stallholders and their employees must comply with all applicable Tasmanian legislations and regulatory requirements. These include the *Food Act 2003* and the Guidelines for Temporary Food Stalls and the Manufacturing Controls for Raw Egg Products 2008. These documents are available on the Tasmanian Department of Health and Human Services website. As a minimum:

- All produce must be stored so that it is **not** in direct contact with the ground.
- All produce offered for sale must be in accordance with applicable chemical withholding periods.
- All stalls must have overhead protection and ready-to-eat foods shall be pre-packaged or protected with sneeze guards.
- All perishable products (including living products such as bean sprouts) must be stored at 5°C or below whilst at the market and during transport to the market.
- Hot food must be kept in a food heater at a temperature of not less than 60° Celsius until sold unless it is sold immediately after preparation. A suitable thermometer registering from -20° to 100°C is required.
- No boxes displaying brand names other than the stallholder's own may be used to display product for sale.
- Processed foods must be processed in a facility approved by Launceston City Council and properly packaged and labelled under clean and sanitary conditions.
- Dried fruit and shelled nuts sold in an un packaged bulk form must be displayed with a cover and conform to approved dispensing methods.

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animals, birds, or fowl may be kept or allowed within six (6) metres of any area where food is stored or held for sale (this includes domestic pets).

#### **Mobile Food Vehicles:**

Mobile Food Vehicles will need to register the food business with Launceston City Council and adhere to Food Safety Standards and the Building Code of Australia.

#### **Covered Stalls:**

If food could be contaminated, Launceston City Council requires that stalls have a roof and three sides of an approved material. This applies to all solid food, ingredients and beverages as well as any foods / beverages available for tasting.

All structures/marquees must be secure and must be constructed in accordance with specifications from a certified engineer. The stall should be large enough to accommodate the needs of the food vendor.

Food preparation or storage of food is not to occur outside the stall unless the area is covered and will not cause the food to be contaminated.

#### **Cooking Facilities:**

Cooking and heating equipment including open-flame / gas or charcoal barbecues and cooking plates must not be located within reach of the public. This includes bain-maries.

Stallholders must supply approved fire extinguishers and fire blankets where cooking of food on site is involved.

#### **Set up, Safety, and Sanitation:**

Harvest's goal is to have a safe and aesthetically pleasing market. Therefore:

- No boxes or produce displays may extend into the common customer traffic areas.
- Tables and other display fixtures must be sturdy and not overloaded to a point where they are unstable.
- All shades and shelters must be tied down and secured in all weather conditions or be subject to immediate removal.
- Before transacting any sales, stallholders shall ensure that their selling areas and immediate surrounding grounds are free of any produce trimmings, droppings, or other litter.
- Any trimming of produce must be done so that trimmings fall into a container and not onto the ground.
- Before leaving the market, all litter, toothpicks, and product debris in the stallholder's area, including the area extending halfway into the common traffic area, must be collected regardless if the litter originated in the stallholder's area.
- If a stallholder stains concrete or asphalt during the course of their Harvest activities, a cleaning charge will be levied if the stain is not removed by the stallholder at the end of the market.

#### **Product tasting:**

Product tasting samples may be distributed in accordance with the Council and legislative requirements:

- Keep tasting samples in clean containers. These tasting samples must be kept cool and protected from contamination by dust, dirt and insects.
- Use toothpicks or disposable utensils to distribute the tasting samples.
- Dispose of pits, peels, and rubbish in leak-proof garbage receptacles with close-fitting lids.
- Use clean, disposable plastic gloves or use hand sanitizer when cutting produce for samples.
- Fresh produce intended for sampling must be washed and clean.
- Utensils and cutting surfaces must be washed and sanitized.
- Cutting surfaces must be smooth, non-absorbent, and easily cleanable.

*Tasmania's community farmers' market*



- No offering of tasting sampling may take place outside of the seller's stall.
- When providing samples of any kind, a rubbish receptacle must be available for public use.
- Harvest's special liquor permit stipulates that only tastings are permitted onsite at licensed stallholder's stands. No other alcohol is to be consumed onsite and all sales by licensed stallholders are to be of sealed bottles for takeaway only. All licensed stallholders are required to maintain up-to-date Responsible Service of Alcohol (RSA) certificates. In the event of an extended or other exceptional market, Managers will notify stallholders if Harvest has acquired a licence for the sale of alcoholic beverages for consumption onsite for the duration of that particular market.

#### **Washing Facilities:**

Stalls that prepare and sell food onsite are required to have washing facilities. Covered stalls must have approved separate utensil and hand-washing facilities with warm water.

Hand towels, soap, detergent and/or hand wipes must be provided at all times.

Provision for the washing of utensils and equipment is also required.

#### **Regulatory Licences:**

Regulatory Licences that are related to food safety and businesses, such as meat or dairy, that need a permit to be a producer are to be displayed on stalls and copies given to Market Management prior to selling at Harvest.

#### **Electrical appliances and equipment:**

Power supply at the market is limited so it is important that you calculate your power requirements accurately in your application form. Please note there is no guarantee to power access.

To satisfy Harvest's obligations under the Workplace Health and Safety Act and in accordance with Australian Standard AS3002/2002 Harvest requires that all leads and electrical equipment be tagged and tested with the stallholder's name on each item, before installation on site.

To assist in calculating your requirements please see information below:

- 5 Amps = 1200 Watts or 1.2 kilowatts
- 10 Amps = 2400 Watts or 2.4 kilowatts
- 15 Amps = 3600 Watts or 3.6 kilowatts
- 20 Amps = 4500 Watts or 4.5 kilowatts

$W = A \times 240$

$A = W \text{ divided by } 240$

$\text{Volts} = W \text{ divided by } A$

#### **Indemnity and Disclaimer of Liability:**

*Tasmania's community farmers' market*

- All Stallholders, Vendors, and Participants ('Vendor') hereby indemnify Harvest from any damage, claim, proceeding, suit, action, order judgement, settlement, expense, cost or liability arising from or in relation to any action, negligence or failure on the part of the Vendor their employee or agent causing any loss, injury or damage, including any consequential damage or loss to any person or entity, including other Vendors, the general public, the Vendor or others, whether such action, negligence or failure occurs in the space occupied by the Vendor or elsewhere but arises out of the Vendor's occupancy or anything connected with its occupancy.
- Harvest will not be held liable for any loss injury or damage to the property or person of the Vendor, their employees or agents due to fire, theft, accidents, heat, cold, delay, disease, weather or any cause whatsoever, and howsoever such loss injury or damage may arise from use or occupancy of the site.
- Harvest assumes no liability for any injury, damage or loss resulting or arising from or pertaining to the failure of the Vendor to comply with the provisions of this agreement.
- Harvest denies all liability and will not be held responsible for any action or representation made to or by a Vendor its employees or agents where a 'Certificate of Currency' in the name of the Vendor in relation to prescribed insurance cover is not held by the Harvest office, or forwarded promptly to Harvest upon renewal.

*Tasmania's community farmers' market*

## 5. Membership Agreement and Licence to Trade

Please make sure you have checked and signed the online form or complete the last three pages of the Harvest Charter and email to [info@harvestmarket.org.au](mailto:info@harvestmarket.org.au)

<https://harvestmarket.org.au/application-to-trade/>

### Annual Membership Fees — 1 September 2021 to 31 August 2022

Stallholder Member @ \$55.00 including GST

Payment of membership and site fees by direct credit to MyState Bank:

Account Name: Harvest Launceston Community Farmers' Market

BSB: 807-009

Account Number: 30086821

**Please state the invoice reference in the payee reference.**

**All Stallholders must be Members before selling at Harvest.**

### Stallholder Membership Agreement

I have read, understand and agree to abide by the Harvest Launceston Community Farmers' Market Inc. Charter, Risk Management Procedures and Emergency Evacuation Plan.

I hereby declare that the information provided in my application is correct.

#### ***Producer Guarantee***

As the primary stallholder I guarantee that I (and any persons involved in the operation of my stall at Harvest) have made a significant contribution to the finished weight of my products. I exercise physical control over the product for the bulk of the production cycle.

#### ***Stallholder Requirements***

As a Harvest Launceston Community Farmers' Market Inc. (Harvest) stallholder I agree to abide by the following requirements:

- only sell fresh, high quality, seasonal regional produce and value-added food products grown and/or processed by me
- only sell approved products that are grown in or processed in Tasmania with Tasmanian ingredients where available
- all branding and labelling must reflect the origin and identity of all products as being distinctly Tasmanian
- all labelling, promotional and signage on marquees must clearly display the registered business name as set out on the Harvest Membership Agreement and Harvest Licence to Trade
- ensure any organic/biodynamic produce is certified by a recognised organisation

*Tasmania's community farmers' market*

- not sell any products that are not grown or made by me, my family or my employees
- have my stall set up fully by 8.30am
- not pack up my stall until the close of market at 12:30pm
- start selling strictly at 8:30am and stop selling at 12:30pm (not before or after these times)
- clearly display prices
- use certified scales to weigh produce
- seek approval to sell any new/additional products by requesting permission in writing to Market Management
- keep marquees, trestle tables, stall and surrounding area clean, tidy and professional
- decorate stalls to attract customers and draw attention to specific produce
- test and tag annually all electrical equipment with my name before installation on site and keep up-to-date

### ***Waste management***

- use only compostable packaging for all food to be eaten on site at the market
- encourage the use of reusable shopping bags or with permission provide compostable plastic shopping bags only. Please note biodegradable shopping bags are not acceptable.
- provide recycling or return for reuse options at my stall for my packaging such as soft plastic and glass
- not use bins onsite for my rubbish disposal as these are for customer waste only
- remove all rubbish, including vegetable matter, fat, oil and waste liquid, from my site
- remove all rubbish, toothpicks, and product debris before leaving the market from in and around my stall, including the area extending into the common traffic area
- to clean my stall area after each use (if the concrete/asphalt is stained, I agree to be charged a cleaning charge if the stain is not removed by me at the end of the market)

### ***Legislative/Procedural Requirements***

- abide by all relevant industry, local, state and federal legislation and guidelines in relation to your produce for sale
- abide by the Local Government Guidelines for Temporary Food Stalls in relation to food display and handling requirements
- adhere to Harvest Market Risk Management Procedures and Emergency Evacuation Plan
- abide by Harvest Incorporated Charter
- act with decorum and respect towards all Harvest stallholders, Harvest volunteers and Harvest employees and all visitors to the market
- pay site fees in advance and on time.

### ***Indemnity and Disclaimer of Liability***

I agree that Harvest will not be held liable for any loss, injury or damage to the property or person of my stall, my employees or agents due to fire, theft, accidents, heat, cold, delay, disease, weather or any cause whatsoever, and howsoever such loss injury or damage may arise from use or occupancy of the site.

I agree that Harvest will assume no liability for any injury, damage or loss resulting or arising from or

*Tasmania's community farmers' market*

pertaining to the failure of me to comply with the provisions of this agreement.

I agree that Harvest denies all liability and will not be held responsible for any action or representation made to or by me or my employees or agents where a 'Certificate of Currency' in the name of me/my business in relation to prescribed insurance cover is not held by the Harvest office, or forwarded promptly to Harvest upon renewal.

I agree for Harvest to use the information I provide about my business and myself for the purposes of Harvest promotional activities on the Harvest website, marketing materials, interviews, tourism organisations, food groups, restaurants, and local/state/federal government departments and agencies.

I give Harvest permission to use and publish photographs taken of me/staff and my stall at the market for promotional purposes.

I agree to indemnify Harvest from any damage, claim, proceeding, law suit, action, order judgement, settlement, expense, cost or liability arising from or in relation to any action, negligence or failure on the part of me, my employee or agent causing any loss, injury or damage, including any consequential damage or loss to any person or entity, including other Vendors, the general public, myself or others, whether such action, negligence or failure occurs in the space occupied by me or elsewhere but arises out of my occupancy or anything connected with its occupancy.

**SIGNATURE:** .....

**NAME (PLEASE PRINT):** .....

**DATE:** .....

Please retain a copy of these documents for your reference.

\*Your legal name is the name that appears on all your official documents such as contracts and leases. If you are a sole trader, your legal name will most likely be your own name.

Your business name is the name you have registered as your business name with the Australian Securities and Investments Commission (ASIC).

For more information visit <http://www.business.gov.au/business-topics/starting-a-business/Pages/difference-between-a-business-name-a-trading-name-and-a-legal-name.aspx>.

*Tasmania's community farmers' market*