

ARTISAN & GROWERS COMMUNITY MARKETS @ CLARENCE.

RULES AND PROCEDURES FOR STALLHOLDERS

This document may be amended by the ABCD Inc Events Subcommittee.

At a glimpse: October 2023 - Spring Lyrebird Market

Market time: 10am-4pm

Venue: Zig Zag, 840 Chifley Road, Clarence NSW 2790

Stallholder arrival: Bump in 8am to 9am

Stall Fee: - \$20 per attendance, per site- for residents/stallholders of Bell, Clarence, Dargan & Newnes Junction
- \$50 per attendance, per site- out of area stall holders

To apply for a stall: Use our form at lyrebirdmarkets.com.au or contact us for an email copy ABCDincCommunications@gmail.com All applications should be submitted by the 2nd October, 2023. All approved stallholders will be confirmed at least two weeks before event date.

Compliance requirements: It is all in this document. Please read before applying.

OUR PURPOSE AND VALUES

This is the second event (of two) market events for the communities of Bell, Clarence, Dargan, Newnes Junction and their visitors, run by the Association of Bell Clarence and Dargan (ABCD Inc) and funded under the Reconnecting Regional NSW - Community Events Program. The Spring market event has incorporated community feedback from the first event. These two events will form part of a pilot approach to inform regular market events in the future (with an aim to run these at the community hall when it is built).

We value and advocate for a robust local food network and small and emerging businesses. We welcome growers and makers of quality produce and products.

We are a not-for profit association. Our market and projects benefit our members and community collectively. We work together collaboratively to this end.

We value community participation as a foundation of resilience. We are volunteer-run and encourage our community members to participate in the market events as stallholders, attendees, and volunteers. Our members are invited to volunteer their time and skills for the benefit of all.

1. PURPOSE OF THE RULES

This document ('Rules') explains the purpose and structure of the Lyrebird Market ('Market') and sets out the Market guidelines, code of conduct, procedures, and rules for stallholders.

The Rules are designed to ensure the smooth running of the Market and that stallholders meet legislative and health requirements.

To operate at the Market, stallholders must accept and agree to abide by these Rules.

The Rules may be amended by the Association Committee at any general meeting.

2. LEGAL ENTITY

- ABCD Inc. is an incorporated association, managed by a voluntary Committee elected by its members ('Committee')
- All development applications and agreements with landowners and other key stakeholders for the Market are between the association and the relevant parties.
- Stallholders operate as independent businesses within events coordinated by the Market, in compliance with the Rules and at the discretion of the Committee.

3. ADMINISTRATION

- The Committee has the sole authority to represent and manage the Market, and to delegate this authority as circumstances require.
- The ABCD Inc Events Subcommittee has the authority delegated by the Committee in relation to the Market event.
- The Market aims to foster a friendly and cooperative spirit; the administration of the Market will be consultative and serve the shared interests of all stallholders.
- The Events Subcommittee will maintain regular contact with all stallholders and provide feedback and notices in a timely, constructive, and equitable manner.
- The Market will be conducted in accordance with the association constitution, Regional NSW & Lithgow City Council grant guidelines, and agreements with the landowner – Zig Zag Railway.

4. MARKET OVERVIEW

4.1 OBJECTIVES

The Market provides a curated marketplace for customers to access locally grown or made products from growers and producers within our immediate locality.

The Market aims to:

- Provide a place of connection for our community, local growers, and makers.
- Provide a safe and welcoming environment for the sale of food and non-food products.
- Contribute to sustainability of local growers and makers.
- Contribute to the well-being of our community.
- Encourage tourism to our region.

4.2 SERVICE TO STALLHOLDERS

Stallholders are not required to be members of ABCD Inc., however preference with initially stall holder acceptance will be given to residents of Bell, Clarence, Dargan & Newnes Junction. In exchange for the stallholder fee, the Market provides to Stallholders:

- The Market venue, including development applications and agreements with landowners and other key stakeholders.
- Venue public liability insurance for space external to stalls (NB. This does not reduce the liability of stallholders' business activities, property, or products)
- General Market promotion

The market does not service the needs of individual businesses or offer a product monopoly to any individual stallholder.

4.3 PERMITTED STALLS AND PRODUCTS

Permitted:

- Products grown or made by the stallholder within 200km of the market.
- Packaged food & drink products.
- Non-food products made by the stallholder or local makers, limited only by the Events Subcommittee's approval.
- Performance: Busking or curated entertainment (maximum of one 'act' at any time)
- Local organisations providing a direct community service, for the purpose of disseminating relevant, non-political information and community support (maximum one stall per Market; Maximum one attendance per calendar year by any one organisation)
- Fundraising for local benefit. 100% of proceeds must go to the benefit. Items sold for the benefit do not have to be made locally (e.g., a holiday as a raffle prize)

Not permitted:

- Second-hand goods
- Live animals
- Medicines (as defined by the [Australian Therapeutic Goods Act](#))
- Medical services
- Political stalls
- Petitions other than any established by the Market to support Market-related objectives
- Tertiary services or businesses unless specified in the Rules.

4.4 MARKET LOCATION AND OPERATING DAYS/TIMES

- The Market will be held on Saturday, 21st October 2023. The day and time may change with as much notice as possible, if the Market coincides with adverse external weather or events that could impact negatively on sales e.g., road closures.
- The market will be cancelled if conditions are unsafe.
- The Events Subcommittee determines the time and location of the Spring Market, and subsequent Markets' times will be in consultation with the community of Bell, Clarence, Dargan and Newnes Junction.

- The Events Subcommittee will appoint a Coordinator (Kat Boehringer + Karen Jones) who are responsible for managing the Market.
- The Market location may change. Reasonable notice will be given where required to do so.
- In fairness to each other and to provide a consistent customer experience, stallholders may not sell at the Market before the specified start time or pack down or leave the Market before it closes. The coordinator will announce when the Market is open and when it is closed.
- A Market may be cancelled at short notice by the coordinator in the interest of public safety or in the event of extreme weather.
- The Market will operate for a minimum of 2 hours. Stallholders must stay for the duration of the market.

5. MARKET CODE OF CONDUCT

- The Market fosters a culture of support and cooperation between Market management, stallholders, landowners, and customers. All these stakeholders should deal with each other in a respectful, courteous, co-operative, and professional manner.
- Stallholders must honestly and transparently represent the provenance and production methodologies of their products to customers. Product claims must be honest and compliant with regulations.
- Antagonistic, abusive, or threatening behaviour, and racist, sexist, or discriminatory comments or behaviour will not be tolerated in any circumstance.
- Online reference by stallholders to the Market and other stallholders must uphold the code of conduct and broader Rules.
- Stallholders must uphold public safety and take prompt, appropriate and transparent action to address any safety issues.
- Stallholders must comply with the Rules of the market.

6. STALLHOLDER RULES & RESPONSIBILITIES

6.1 Compliance with legislation and stakeholder agreements

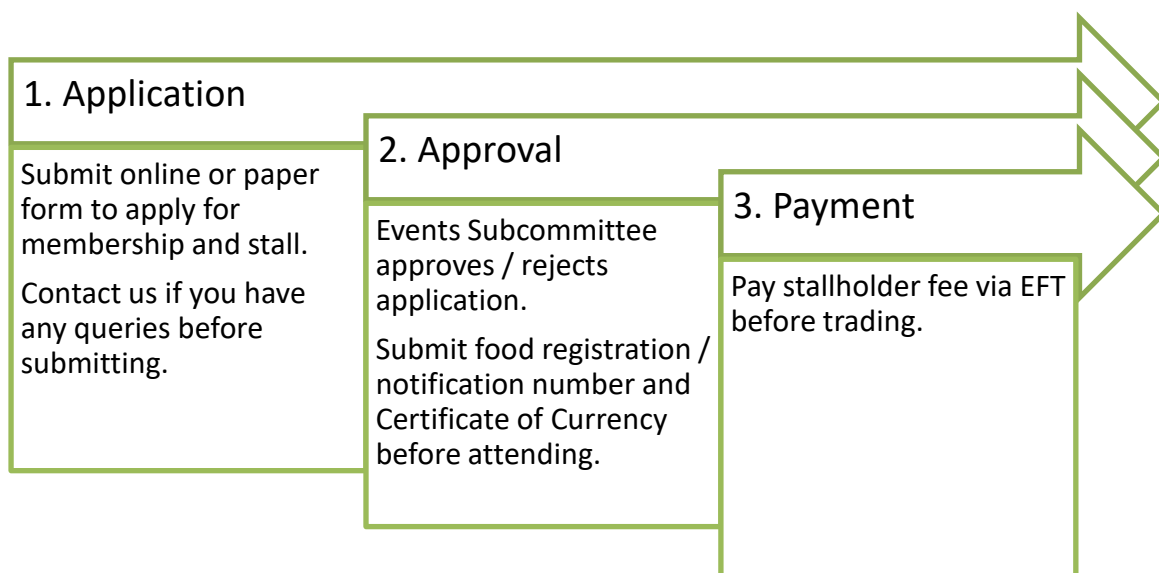
- Stallholders must hold their own Products and Public Liability insurance for a minimum of \$10 million and present a certificate of currency to the Events Subcommittee before selling at the Market.
- All products must meet the appropriate government Health, Fair Trading or regulatory (and other relevant) requirements, including the rules relating to intellectual property, food production, pricing, nutrition advice, labelling and declaration of the weight of the products offered for sale.
- Production techniques for all products offered in the Market must comply with applicable regulations relating to growing, processing, packaging, transporting, and handling.
- Stallholders are responsible for ensuring their products and processes are compliant with regulations. The Events Subcommittee may suspend membership and stall bookings without compensation if evidence of compliance cannot be provided by the stallholder.
- Before applying, food growers and producers must check whether they have a legal requirement to apply for a food notification number from the NSW Food Authority (www.foodnotify.nsw.gov.au) Or to register as a food producing business with their local council.

- The Events Subcommittee reserves the right to refuse the sale of goods not considered of an acceptable standard under the ANZFA food safety regulations.
- Product descriptions must be accurate, honest, and not misleading.
- Produce must not be described in any way that could be construed by a customer as organic unless it is certified organic; however, signage such as “no chemicals used, “pesticide free” are acceptable.
- Stallholders must have unambiguous evidence that substantiates all product claims.
- Stallholders who have goods to be sold by weight, must weigh the goods on certified scales.

6.2 Quality assurance

- All stallholders are expected to maintain standards of freshness and high quality.
- Stallholders are responsible for the decoration and the maintenance of their site in a clean and tidy condition in either a marquee or a table. All stallholder-supplied equipment must be secured for safety.

6.3 Stallholder applications and registration



- All stallholders must complete the application process for membership and to conduct a stall, and be approved by the Events Subcommittee, before being allowed to attend the Market. Online form available at abcdinmarkets.com.au
- All applications for stalls are considered on the selection criteria of:
 - The applicant is eligible and agrees pay a stall fee for attendance.
 - The applicant holds the required Product and Public Liability insurance.
 - The applicant can provide evidence of compliance with government and council regulations, if requested/required
 - The applicant can verify the provenance of all items for sale and that they are all grown, caught, or made by the applicant or other local growers and makers within 200km of the Bell, Clarence, Dargan or Newnes Junction. NB. Preference is given to growers and makers located within the Bell, Clarence, Dargan & Newnes Junction localities.

- The applicant demonstrates commitment to upholding the Market Code of Conduct
- The applicant agrees to and upholds the Conditions of the Lyrebird Market.
- The Events Subcommittee will consider individual products with the objective of guaranteeing supply to the market. The Market will not offer a product monopoly to any stallholder but may choose to limit new applicants to avoid saturation of a particular product.
- Stalls are not transferable. Any substantive change in ownership of a stallholder's business requires the completion of a new stallholder application and approval by the Events Subcommittee.
- Stallholder registrations expire at the close of each market.

6.4 Allocation and forfeiture of stall spaces

- Allocation of stall spaces is determined and confirmed by the Events Subcommittee or Coordinator, usually as stallholders arrive. Stallholders must stay within their allocated spaces.
- Stallholder locations may change at each market.
- The layout of the market will vary to accommodate the changing number of stallholders, events, etc. Please be flexible and contribute to discussions.
- The Market Coordinator reserves the right at any time to alter the size shape and position the Market layout as may be necessary for the operational management, risk management, customer experience and legal requirements of the Market.

6.5 Stallholder fees and payments.

- Stallholders must pay the stallholder fee of \$20 (Bell, Clarence, Dargan & Newnes Junction residents/registered businesses) or \$50 (out of area residents/registered businesses)
- Fees are reviewed by the Events Subcommittee.
- Fees are payable via EFT before attending. Receipts will be issued.
- Stall fees are not refundable. Refunds will only be issued if the Events Subcommittee cancels a market before the start time.

6.6 Stall Sharing and payment of shared stall spaces.

- Sharing of a stall space must first be negotiated between the proposed applicants and then approved by the Events Subcommittee.
- The primary applicant will be responsible for ensuring compliance of all products with government regulations and the Rules and be the primary contact for the stall.
- Stallholders may act as an agent for other producers and makers, providing the additional products do not comprise more than 50% of the products available at the stall.

6.7 Stallholder attendance and cancellations

- We will endeavour to be an all-weather market. Stallholders should assume the market is operating regardless of the weather, unless otherwise advised by the Events Subcommittee.
- All stallholders are required to confirm their attendance with the Events Subcommittee no later than **5.00 pm on the FRIDAY THE 6TH of October 2023.**

6.8 Insurance

- The Market holds \$20 million public liability to cover Market infrastructure.
- Stallholders must hold their own Products and Public Liability insurance policy for \$10 million.
- For stalls selling products grown or made by others, the primary contact must hold the insurance policy and accept responsibility for all products on their stall as their own.

7. GENERAL OPERATIONAL RULES

7.1 Vehicle access

- Subject to the number of stalls booked in, each stallholder may bring one vehicle onto the premises for the purpose of unloading and loading. Parking will be limited on site, and preference to all available parking should be given to patrons, or those requiring accessible parking.
- Vehicles are not to block access ways or impede pedestrian or vehicle traffic.
- Standard road rules apply within the Market site.
- Vehicles may not move within the Market boundaries during market hours or within 30 minutes prior to the Market start time, unless by arrangement with and escorted by the coordinator.
- The coordinator may change Vehicle access arrangements, where required.

7.2 Pets and Live animals

- Stallholders and the public are discouraged from bringing their dogs to the Lyrebird Market as it is in the Zig Zag railway public space..
- Officially registered Companion animals owned by stallholders and customers are permitted in all areas of the Market.

7.3 No Smoking

- In accordance with NSW Health, smoking will not be permitted at the Market. For further information, please refer to the Smoke-free laws, found at [Smoke-free laws - Tobacco and smoking \(nsw.gov.au\)](https://www.nsw.gov.au/health-and-safety/keeping-you-and-your-family-safe/smoke-free-laws)

7.4 Clean-up

- All stallholders must clean up their site and remove all rubbish and equipment before departure.

7.5 Securing Marquees.

- Marquees must be secured with leg weights or pegs. It is the responsibility of the stallholder to ensure their marquee is weighted sufficiently to prevent it moving.

7.6 Signs

- Stall signs must be within a stallholder's space only and not be a trip hazard
- Signs must be secured
- Signs may not advertise products and services that are not available at the market.

7.7 Balloons

- Balloons are permitted at the market subject to approval by the Events Subcommittee or Coordinator.

7.8 Power

- If available, extension leads must be covered to prevent trip hazards.
- If available, all powered equipment must be tested and tagged by the stallholder.

8. MARKET PROMOTION

- By attending, stallholders give their consent for them, anyone selling on their stall, and their produce to be named, photographed, filmed, or recorded by the Market or a Market-approved party for the purposes of promoting the Market without fee or requirement of acknowledgment.
- Other Commercial photography of the Market is subject to approval by the Events Subcommittee or Coordinator.

EVENTS SUBCOMMITTEE

- The Market is coordinated by the Events Subcommittee.
- The Events Subcommittee is a volunteer activity that operates for the benefit of the market collectively.
- The Events Subcommittee is responsible for:
 - Co-ordinating the market
 - Determining membership
 - Broad curation of the market
 - Promoting the market
 - Maintaining effective relationships with our property owner.
 - Administering the market in line with the constitution and rules of Fair-Trading NSW and the Associations Act

- The Events Subcommittee is not responsible for:
 - The business decisions of individual stallholders
 - Ensuring customers or income for businesses
- The Events Subcommittee acts to create a platform for stallholders to reach and connect with our community. Stallholders are expected to support the development of the market and its customer base by attending regularly and supplying the market with a regular and consistent supply.

9. EMERGENCY PROCEDURES

- In any emergency, dial 000 immediately
- The Market Coordinator or Event wardens will instruct to evacuate, if required
- Emergency assembly point is in the centre of the Zig Zag Railway Carpark.
- If evacuating, leave everything and assist others to the assembly point if safe to do so.
- The Events Subcommittee or ABCD Inc Committee will manage liaison with emergency services.
- Do not return to the market site until advised it is safe by emergency services

10. COMPLAINTS AND DISPUTE RESOLUTION

- Disputes and their resolution are governed by the Association's Constitution, available at abcdinc.org.au/About-ABCD
- The Market Code of Conduct and the Rules for stallholders set the basic standard applied by the Market management when dealing with disputes between management, stallholders, or customers.
- Disputes between stallholders are to be reported to the coordinator for resolution. If the dispute cannot be resolved by the coordinator and the relevant parties on site without impacting on the customer experience, the resolution process will continue outside of Market hours. The coordinator may provide an interim ruling, which stallholders must observe.
- For significant disputes, the Coordinator, Events Subcommittee or Committee may invite other stallholders to have input and may offer a vote on a course of action.
- Stallholders in minor breach of the Market Code of Conduct and broader Rules will be given notices by the coordinator to rectify breaches as follows:
 - one verbal notice to rectify the breach within a set timeframe.
 - one written notice to rectify breaches that continue beyond an agreed timeframe.
- The coordinator may immediately suspend a stallholder's approval to trade for a major or repeated breach, for the period of one market.
- Attendance at the Market by stallholders is subject to the Events Subcommittee's approval. The Subcommittee Event may suspend or revoke approval if stallholders do not uphold the Market's ethos, Rules, or agreements with key stakeholders.

11. RULES REVIEW

- These Rules for Stallholders apply to all Market stallholders.
- The Event Subcommittee may amend the Rules to meet business and operational requirements at any general meeting. The Rules are reviewed annually by the Events Subcommittee and Committee.