

Stallholder Agreement 2015/2016

Between Bay of Islands Food Group Inc. (BOIFG) a registered Incorporated Society trading as Bay of Islands Farmers Market (BOIFM) and the Stallholder

BOIFG principles seek to:

Restore the link between producer and consumer and to promote sustainable methods of production and marketing. Stallholders are regional farmers, growers or processors who sell their own fresh produce/product direct to the public, mostly including quality fresh fruit and vegetables. All products sold at the Bay of Islands Farmers Market (the Market) should be grown, reared, caught, brewed, pickled, baked, smoked or processed by the vendor. The Market is not a flea market or an art and craft fair/fête. Therefore, the only products sold at a authentic Farmers Market and accepted by the Australian and New Zealand national associations are fruit, vegetables, herbs, plants, bread, coffee, wine, oils, cheese, free-range eggs and poultry, meat products, flowers, artisan goods including preserves and pickles, jams, baked goods and products that form part of the food production cycle such as compost, worm farms and edible plant seedlings. Small farm animals are also allowed, e.g. piglets, lambs.

BOIFM is a not-for-profit community-run venture. Any profit goes back into the maintenance, marketing and promotion of the Market.

In addition:

1. All produce must be local/regional (subject to clause 3.2).
2. Stallholders may sell only their own produce; **retailing or on-selling from other producers is not permitted.**
3. The person behind the stall must be the grower/producer, close family member or an employee directly involved with production.

1. THE PARTIES AGREE:

The principles stated above form part of this Agreement.

1.1 By signing the stallholder contract the stallholder agrees to abide by the rules and guidelines outlined in this document and the BOIFG Inc. Constitution. The BOIFM is run by the BOIFG, a charitable organisation set up in 2004 to support and encourage small growers and food producers in Northland. A copy of the aims of the group and rules of incorporation (Constitution) are available upon request from the Market Secretary or can be viewed at the market website www.bayofislandsfarmersmarket.org.nz.

1.2 "The stallholder contract, once signed is valid until the 31st of March of the following year".

2. GENERAL MARKET RULES

2.1 Goods offered for sale at the Market must be fresh, top quality Northland produce/product.

2.2 All stallholders must comply with applicable New Zealand Food Safety Authority Regulations as administered by the Far North District Council. To ensure that you comply with any necessary regulations, contact an Environmental Health Officer on 0800 537 4342 or eho_rfs@nhl.co.nz.

2.3 All stallholders must be members of the BOIFG (refer clause 8.1).

2.4 Stallholders are responsible for paying for all income tax, GST and any other regulatory duties associated with the sale of their produce/products.

2.5 Stallholders must price their own products and prices must be clearly displayed.

2.6 Weights and measures must be accurate.

2.7 Stallholders are responsible for their possessions in and around their stalls.

2.8 Stallholders are required to maintain a high standard of retail conduct, in particular, smoking and the consumption of alcohol is not permitted at, behind or near stalls.

2.9 Stallholders are not permitted to bring dogs to the Market.

2.10 Stallholders who are handling processed food are advised to complete a food safety course in Basic Food Hygiene before starting at the Market. Online courses are available at www.safefoodhandler.com.

2.11 Stallholders are to have a minimum of 1 sign on display at all times, which states either their business/trading name or their own name. The sign must be clearly visible to customers and be of sufficient size to be readable to customers standing within your stall area. No signage on your stall shall have the word organic on it, unless your property/business complies with clause 10.9 of this agreement (this includes any banners, clothing, labels etc....).

3. ELIGIBILITY

There are two categories of stallholder - **the farmer/grower** and the **artisan producer**.

3.1 Produce must be grown or farmed in Northland. Selling produce grown by anyone other than the stallholder contravenes the principles and philosophy of Farmers Markets and the rules of Farmers Markets New Zealand, Inc. to whom the BOIFG, Inc. is affiliated and is **strictly prohibited**.

3.2 For the artisan producer, products must incorporate mostly Northland-based produce.

Exceptions may be made in cases where the base product cannot be sourced locally e.g. coffee, sugar and flour for baked goods.

The following also applies:

- Coffee - the stallholder must roast the beans;
- Bakery products must be baked from traditional individual ingredients and must not include any pre-packed or pre-mixed items. The baking must be of an artisan nature.
- Artisan products must be produced in a licensed, registered kitchen. The license must be displayed at the Market.

3.3 In accordance with Farmers Market New Zealand, Inc. (FMNZ) guidelines, a good balance (70/30 ratio) must be maintained between fresh produce and artisan products. The BOIFG Executive (the Executive) will review this situation on an ongoing basis and acknowledge that the balance may vary depending on the time of year.

3.4 The decision on the number of stallholders selling the same or similar category of produce/product shall be at the discretion of the Executive. Regard shall however be given to existing volume and quality of produce/product already available to customers at the market.

3.5 Potential stallholders must submit a list of what they would like to sell at the Market, with a description of what their product contains, where applicable. If the stallholders list is approved by the Executive, it must be adhered to and the Executive must approve any intended change. The stallholder cannot sell anything at the Market that is not on the approved list. Failure to update the stallholder list could affect the eligibility as a stallholder. Therefore it is agreed that the stallholder should apply before planting or at least a month in advance for new products (refer also Application for a Stall Site/Addition to Existing Stall).

3.6 If your contract with the BOIFG has previously been terminated under clause 5.1 of this agreement, you are not eligible to reapply to become a member.

4. RIGHTS OF STALLHOLDER

4.1 A stallholder or prospective stallholder will have the right to come to an Executive meeting to put forward a proposal or to air a grievance.

4.2 Any member wishing to raise an issue with the Executive or lay a complaint, must forward it in writing to the Market Secretary. The issue will then be investigated and the outcome advised.

4.3 Advance notice of attendance at an Executive meeting must be forwarded to the secretary in writing, allowing sufficient time to enable the item to be included on the meeting agenda.

5. RIGHTS OF BOIFG, INC. EXECUTIVE

5.1 Stallholders who, in the opinion of the Executive, bring the Market into disrepute will be excluded without notice. Written notice will be given to stallholders who do not adhere to the rules and principles of the Market (refer clause 2).

5.2 No responsibility will be taken by the Executive for the success or otherwise of individual stalls.

5.3 Admission or non-admission of stallholders to the BOIFM shall be the decision of the Executive.

5.4 The Executive reserves the right to conduct or direct property inspections.

5.5 The Executive reserves the right to direct residue testing of any produce on sale at the Market at any time.

5.6 The Executive decision as to size, shape, and location of individual stalls and the configuration of the Market is final.

5.7 Product quality will be monitored by the Market Coordinator in consultation with the Executive.

5.8 The Executive reserves the right to ask for proof of origin and description of produce/product being offered for sale.

5.9 The Executive or its authorised agent reserves the right to have the vehicles of unauthorised stallholders or any other unauthorised persons located in the precincts of the Market towed away without notice.

6.0 No written or electronic material may be distributed at the Market or to stallholders without the approval of the Executive.

6. RIGHTS OF MARKET COORDINATOR

6.1 The Market Coordinator will manage the market layout and stallholder positions as required on market day, while ensuring it is still reflective of the Executives approved layout.

6.2 The Market Coordinator will record products/produce being sold by stallholders to ensure stallholders are selling in accordance with their approved list.

6.3 The Market Coordinator as the Executives authorised agent shall have the right to undertake task as assigned by the Executive.

7. ADMINISTRATION

7.1 If a stallholder is unable to attend a Market, they should advise the Market Coordinator prior to the commencement of the Market (refer also clause 8.5). Stallholders must give two weeks' notice of their intention to resign as a stallholder. Seasonal producers must give at least one week's notice of their impending season's end. When, due to unforeseen circumstances such as weather interrupting or delaying harvest, resulting in the grower missing a Market, the grower should inform the Market Coordinator as soon as possible. Should a stallholder be absent from the Market for a period of three months or more, he/she will be required to submit a new application. The executive reserves the right to make exceptions.

8. FEES

8.1 Membership fees are as per the fee schedule set by Executive each year at the Annual General Meeting. Daily market fees will reflect the size of the stall and whether it is located in Kerikeri or Paihia and if power is used.

8.2 The membership subscription to the BOIFG is an annual fee and no pro-rated. It is therefore payable upon joining the Market and to keep membership current again on the following 31st of March (refer also to clause 1.2).

8.3 A stallholder who is expelled from the Market or given notice under clause 14 will automatically relinquish their membership of the BOIFG - the membership subscription will be non-refundable.

8.4 The Executive reserves the right to raise the market fees to cover genuine expenses e.g. power, leases. Stallholders will be notified one week in advance of any increase. Notice of any increase will be in writing and contain an explanation.

8.5 Stallholders who fail to attend a Market without having notified the Market Coordinator prior to the commencement of the Market will be charged for that particular Market. Exception will be granted for valid reason, subject to the discretion of the Executive Committee.

9. SETTING/CLEARING UP

9.0 Market opening hours are: Kerikeri 8.30am to 12noon every Sunday, Paihia 2pm to 5.30pm every Thursday, rain or shine. These times or dates may be varied by the Executive to comply with government regulations or lease terms.

9.1 Stallholders are responsible for setting up stalls and providing any shelter they require. In the interests of public safety and for ease of set-up, stallholders must be on site by at least 45 minutes prior to the commencement of trading. All awnings are required to be securely tied down, regardless of the weather conditions.

9.2 Stallholders should not start packing up until the close of trading. Stallholders must wait until 10 minutes after the close of trading before leaving taking care that all pedestrians have left the site. Only if it is absolutely necessary, and if the Market Coordinator considers it safe to escort a vehicle off the site, can a stallholder leave before the close of trading. Even if you sell out early, please support your fellow stallholders by staying on site. A SOLD OUT sign should be displayed. Do not dismantle your awnings/trestles etc.

9.3 Each stallholder is responsible for dismantling his or her stall and clearing it away at the close of the Market.

9.4 At Market closing, each stallholder must remove any rubbish generated by his or her stall from the site, including vegetable matter and plastic bag butts. The use of the street rubbish bin for the disposal of stallholders rubbish is strictly prohibited at the request of the Far North District Council.

9.5 Stallholders if requested are expected to assist with the setting up and packing away of Market equipment e.g. tables, chairs, gazebos, power cables and signs. The Market Coordinator reserves the right to create a roster for such duties if it is deemed necessary.

10. QUALITY

10.1 Produce must be accurately described. False or misleading descriptions are prohibited (refer clause 10.9 and 10.10 regarding advertising produce as organic and spray-free).

10.2 Genetically modified produce is prohibited.

10.3 All produce, including eggs, must be free of dirt (minor amounts allowed on root crops), organic contamination and rot (unless being sold as seconds).

10.4 Produce that the public cannot see into, such as avocados and melons must be of acceptable eating quality.

10.5 A product suffering from any kind of cool storage disorder cannot be sold at the Market.

10.6 Immature or inedible fruit of any kind is prohibited.

10.7 Seconds must be labeled as such.

10.8 Any produce/product deemed unacceptable will be required to be withdrawn from sale immediately. The Executive's decision on produce acceptability will be final. Stallholders who regularly bring produce of unacceptable quality risk expulsion from the Market.

10.9 If a stallholder describes his/her produce as organic, he/she must be certified by a recognised organisation. Stallholders undergoing the certification process may be regarded as organic by the decision of the Executive and if approved, will be required to submit an annual status report as to progress toward certification.

10.10 The definition of spray-free is as follows: no product/produce is to come into contact with ANY fungicide, herbicide or insecticide being derived from a natural origin or synthetic (if in doubt, check with the Executive Committee).

The definitions of organic and spray-free will be available to the public.

10.11 Produce growers must keep a spray diary, as required by law, which they are required to produce in the case of disputes.

11. GENERAL RULES FORMING PART OF THIS AGREEMENT

11.1 The stallholder undertakes to comply with all regulations and bylaws applicable to the stall including but not limited to the Fair Trading Act and the Consumer Guarantees Act and indemnifies the Market Manager and BOIFG from all claims, costs and damages arising whatsoever from breach by the stallholder.

11.2 The stallholder shall in regard to all plant, equipment and machinery used in connection with their stall, comply with all regulations, government orders and codes of practice to ensure the safety of the employees of the stallholder, the Market Coordinator and the general public.

11.3 The stallholder shall not bring on to the site any dangerous goods and indemnifies the Market Coordinator and BOIFG from all claims, costs and liabilities arising howsoever from the actions of the stallholder, its employees and invitees.

11.4 The stallholder undertakes at all times to comply with the Building Act 1991, Resource Management Act and the Health and Safety in Employment Act and indemnifies the BOIFG for any costs, claims or liabilities arising as a result of the stallholders action or inactions or its failure to comply with local body or Government regulations relating to the stallholders stall.

11.5 The BOIFG shall be under no liability for loss or damage to produce or the property of the stallholder, its servants, agents or licensees howsoever such loss or damage may be caused, whether or not caused, in whole or in part, by the negligence of the Market Coordinator, his/her servants or agents.

11.6 A stallholder may not sublet, assign, share or part with the possession of the stall except with the prior permission of the Executive. Failure to observe this clause will be grounds for exclusion from the Market.

11.7 If the holding of the Market is prevented, postponed or abandoned for reason of fire, storm, lightning, national emergency, strike, lockout, civil disturbance, inevitable accident or any cause not within the control of the Market coordinator or should the venue become wholly or partially unavailable for holding the Market then the Market Coordinator will be at liberty to cancel the Market. Where the Market is cancelled under this clause, neither the BOIFG nor the Market Coordinator shall be under any liability in any way whatsoever for any costs, expenditure, liability or consequential loss incurred by the stallholder.

11.8 The Executive reserves the sole right to distribute photographs and other material in promoting the Market. No responsibility will be accepted by the Executive for any error, misdirection or omission occurring in any promotional material. The Executive does not give any warranty as to the type or extent of promotion of the Market, nor the attendance numbers.

12. MODIFICATION OF RULES

The rules set out in this agreement may be modified from time to time by the Executive (refer also to clause 1.2)

13. DISPUTE RESOLUTION

13.1. Any disputes arising under this agreement shall be notified in writing.

13.2 In the first instance, the dispute will be taken up by the Executive, and the dispute will be processed in such a manner as they and the stallholder may agree.

13.3 If the parties cannot reach a consensus, any dispute arising as a result of this agreement shall be resolved by arbitration before a single Arbitrator. There will be no appeals from the arbitration result.

14. TERMINATION

Termination of the Contract may occur either:

14.1 By notice from stallholder under clause 7.1 whereupon the Agreement may be reinstated on further approval by the Executive, in writing;

14.2 Upon 60 days' notice from the Executive to the stallholder, without cause;

14.3 Without notice by the Executive under clause 5.1;

14.4 By passage of time under clause 1.2;

14.5 Under clauses 10.8 or 11.6.

14.6 Notice to stallholders will be either hand-delivered or posted to the address shown on the latest contract signed by the stallholder. Any posted notice will be deemed to have been received two days after posting.