



## Charter

August

2016

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# Vision and Values

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1. To showcase local product that is seasonally available, while giving hospitality and respect to locals and visitors who can remember the market with fondness and gratitude.
2. To provide a platform for new business or business growth in a welcoming and ascetic environment that can teach visitors the value of manaakitanga.

**Manaakitanga** - Loosely translated as hospitality, manaakitanga plays a key role in Māori society and inspires the New Zealand visitor experience - summing up the act of welcoming and sharing.

It is important in Māori culture that hosts provide food and rest for visitors, and that guests be treated with respect at all times - and manaakitanga is shown in many ways, especially evident on the tribal marae / meeting place.

Māori consider that whatever the gathering or activity, it should be remembered with fondness and gratitude by those who attended.

There is a particular emphasis on feeding guests and it is common for hosts to showcase local delicacies, for which their area is well-known. This tradition also revolves around what is available seasonally in the area.

## Key Whakataukī

*“Naku te rourou nau te rourou ka ora ai te iwi”*

With your basket and my basket the people will live

# Objectives

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- To support business growth in the Bay of Plenty region by providing a venue and marketing of the Farmers Market brand and philosophy.
- To support potential applicants and provide a low-cost entry to business start-up.
- Stallholders are encouraged to educate the customer on seasonality through conversation. The strict rules of stallholders being the grower or producer will enable a unique way for consumers to become educated.
- The market will maintain a focus on seasonality, freshness and top quality products.
- The market will maintain a preference for foods that are grown locally. We aim for at least 80% of the foods on sale and the owners of the food stalls, to be from the local region.

# Products

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## **Acceptable Products**

- The Rotorua Farmers Market is aiming to be an Authentic Farmers Market. 80% of all products sold at the market must have been caught, reared, grown, raised or produced locally by the applicant named on the application form. Value-added products should be based on local produce.
- The market definition of 'local' is approximately 150 - 200km radius or 2hrs drive of Rotorua. The produce must be grown on land that is owned or leased by the applicant.
- An allowance of 20% has been allocated where the base product cannot be grown locally or even in New Zealand but the stallholder has added the majority of value locally. Some examples of this are imported coffee that is roasted, blended and packed locally or baked goods using local ingredients (e.g. meat, vegetables, fruit, dairy etc.) or South Island salmon that is processed, smoked, flavoured locally.
- The market does not permit the purchasing/re-packaging/selling on of finished or imported goods.
- This is a food only market; there are exceptions for seedlings, potted plants, cut flowers, weaving, compost and wood.

## **Product Categories**

There are two types of stalls: Primary Farm Produce and Value-Added Products.

### Category 1: Primary Farm Produce

- This includes products such as eggs, fruit, vegetables, herbs, olives, unprocessed meat and fish, seafood, milk, nuts, grains, honey and potted herbs.
- Recreationally caught fish or home-killed/hunted meat and game etc cannot be sold.

### Category 2: Value-Added Products

- This includes products such as oils, wine, jams, preserves, breads, cakes and desserts, processed meats and fish, butter, cheese yogurt, ice-cream and fruit juices in which the most significant ingredient(s) are locally grown, e.g. strawberry jam is made using strawberries sourced from the region. You may be asked to provide evidence of local content in the product(s) you sell.

Stallholders can only sell the products that they have listed in their application form. They are not permitted to add any new products or significantly alter any product that they already sell at the market without first completing an Additional/Seasonal Product Form and gaining approval from RLC.

# Stallholders

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## **Stallholder Categories**

### Category 1: Regular Stallholder

This is for those businesses that would like to participate regularly at the market or on a seasonal basis.

### Category 2: Short Term Stallholders

Stallholders with products which have a very short season can attend the markets as short term stallholders.

### Category 3: Community Table Stall

There are provided at the discretion of the Market Manager, on a case by case basis

## **Responsibilities**

### **Clean-up and Rubbish**

All stallholders must ensure that their site and the area that surrounds it is left clean and tidy once the market closes. Part of the market vision is to achieve zero waste over the first few years of operation. To help achieve this, recycling bins are provided at the market for customer use only; stallholders are required to take any of their own rubbish away with them.

### **Health and Safety**

All stallholders must trade in accordance with The Food Act 2014, with reference to RLC's Market & Food Stalls Guide (attached). A Health & Safety Form must be completed and returned (see attached).

In order to trade, stallholders must contact the Licensing Team at RLC to obtain a Market Stall or Mobile Shop Licence.

### **Labelling and Signage**

All stallholders will be expected to comply with the Australia and New Zealand Food Standards Code, including the requirements to correctly package, label and describe value-added goods. Further information is available at [www.foodstandards.govt.nz](http://www.foodstandards.govt.nz) and [www.foodsafety.govt.nz](http://www.foodsafety.govt.nz)

All organic produce must be certified by the relevant 'accredited' certifying body (eg. Assure Quality Organic or OFNZ) and be labelled Certified Organic. Evidence of certification must be provided upon application and displayed at each market. Non-certified produce cannot be labelled and sold as organic.

All prices (per kilo, or per item) must be clearly visible. If selling per kilo, certified calibrated scales must be used and stallholders must comply with legal requirements.

Stallholder details including name, address and phone number must be displayed in a manner visible to the public. Stallholders must display their Market Stall or Mobile Shop Licence.

## **Site Safety**

Stallholders must confine displays and signs to the stall site and keep pathways clear for shoppers.

All stalls must be set up by 30 minutes prior to opening and all vehicles that are not necessary for the display or sale of food must be moved off-site. No vehicles are to be moved onto and off the market site until after the close of the market. Stallholders must take all due care when driving onto, around and off the market site.

Stallholders must not dismantle their stalls or begin packing up until the close of the market. If a stallholder sells out of produce, they cannot vacate their site early without the approval of the Market Manager.

Stallholders are responsible for maintaining their site in a clean and tidy condition at all times and are encouraged to present an attractive site in keeping with the theme of a Farmers Market.

## **Rules of Conduct**

All stallholders are expected to conduct their business in a courteous and professional manner while trading at the market.

The Market Manager has the authority to immediately suspend the trade of any stallholder who disregards the rules of conduct, pending an investigation by RLC. The following behaviour will not be tolerated:

- Publicly aired arguments with customers or stallholders or Site Manager
- Public swearing
- Intimidation or harassment
- Failure to comply with the Site Manager's directions
- Carrying out any activity that is in serious breach of the Market Charter
- Denigrating the market to customers and stallholders during the course of business
- Smoking anywhere within the marketplace
- Attendance under the influence of drugs or alcohol.

## **Presentation**

Stallholders will be expected to be neat, suitably dressed and to deal with the public in a courteous manner.

Products should be displayed attractively, with due regard for consumers and other stallholders.

Tastings of products are strongly encouraged. Produce or products prepared or opened for tastings cannot then be sold.

Produce should be picked as close to market time as possible and stored and handled in such a manner as to preserve freshness until the market opens.

Stallholders must guarantee against selling 'unmarketable' produce. This includes a requirement to adhere to manufacturers' instructions in relation to products used to grow, produce or prepare processed goods. For example, the withholding period between use of crop sprays and consumption.

Different grades of produce can be sold but these must be clearly labelled as such so consumers are making an informed choice.

Genetically modified produce will not be permitted.

## **Setting Prices**

If there are two or more of the same kind of produce, then stallholders should work together to develop differences in the produce or explore ways to add value and differentiate their product.

The market recognises that consumers maintain the right of choice, whilst enabling each stallholder to determine their own price (without collusion).

Stallholders should ensure their measuring scales are accurately calibrated, as per standard trading regulations.

## **Who May Sell?**

Only the producer, his/her family or employees who are directly involved in production will be permitted to attend the market to sell the produce.

If a stallholder is unable to attend a market due to special circumstances, then a representative may be nominated to sell items on the original stallholder's behalf for that period of time but only at the Market Manager's approval. The Market Manager must be informed of the change in writing (post, email or fax), no less than 1 week prior to market day.

A market licence may not be sold, traded, bartered or otherwise exchanged. Stall licences are not considered to be property and are absolutely non transferrable. A stallholder cannot own or operate a commercial leasing space within the market.

# Conditions of Trade

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Farmers Market stallholders should be proud of what they produce and as such must be prepared to stand by their business practices with nothing to hide. An initial review of the business operation of any new prospective stallholder is required prior to trading at the markets. This review is to confirm that the product(s) proposed to be sold at the market are being genuinely grown or produced directly by the stallholder and to ensure that the product and the conditions of production meet both RLC and food safety regulations.

To continue trading at the markets all stallholders must consent to an annual review of their operation and any additional reviews that may be necessary to ensure that compliance is being maintained, should RLC feel that this is required, eg. investigation of on-selling or bulking up which are not permitted:

### **On-Selling**

This is the practice of buying in goods from another producer or grower in order to sell these goods at the market. This is strictly forbidden at the Rotorua Farmers Market. Stallholders may only sell what they themselves actually produce or grow.

### **Bulking-Up**

This is the practice of buying in a line of produce that you also grow and then 'blending or mixing' it in with your own stock to increase volumes for sale.

The Market Manager has the right to immediately suspend the sale of any goods in question pending an investigation.

Failure to comply with an RLC request for a site inspection will result in the permanent suspension of the trade of the goods in question and may also lead to the stallholder losing their Market Stall or Mobile Shop Licence.

# Fees

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The fees per market (GST incl.) are determined by the choice of stall, as follows:

- Small table, uncovered, no power (approx. 900 x 900) - \$40
- Half barrow (shared with another), covered, no power (approx. 1,200 x 900) - \$60
- Standard barrow, covered, no power (approx. 2,400 x 900) - \$100
- Standard power, covered, with power (approx. 2,400 x 900) - \$120
- Mobile unit, powered \$80
- Mobile unit, non-powered \$70

Market fees cover site space, management and marketing of the Rotorua Farmers Market, assets and day-to-day operations. The venue has limited power, and there is an additional fee per market per stall for power. Stallholders must provide extension cords, isolating transformers etc. which must be tested and tagged.

Sharing of site space may be permitted with prior agreement of the Market Manager.

ALL stallholders will also need a Market Stall or Mobile Shop Licence issued by RLC, which must be displayed at all times.

Market fees are reviewed annually by RLC in accordance with the market's financial obligations. Stallholders' fees will be invoiced monthly by RLC.

# Location and Time

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The market will operate 1 October – 1 May/June, every Sunday of every month. The market is located on Tutaneikai Street between Hinemoa Street and Pukuatua Street. Operating hours are 8.00am to 1.00pm.

Stall layout will be at the discretion of the Market Manager and the Council in line with the best interests of the market. A market plan will be kept by the Site Manager and will be available for perusal on market days. The Market Manager reserves the right at any time to alter the size, shape and position of floor plans as may be necessary for the best interests and legal requirements of the market.

# Insurance

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Stallholders must hold their own Public Liability Insurance (minimum \$1,000,000 cover) and work to minimise risk to themselves, their employees and their customers. Stallholders trade at the Farmers Market at their own risk. A Collective Liability Scheme offering competitive rates is available on request.

# Non-Attendance/Lateness

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Stallholders wanting to stop attending the market on a permanent basis must give the Market Manager a minimum of 2 weeks' notice in writing.

Stallholders are required to give the Site Manager no less than 1 week notice if they will not be attending the market for any temporary reason. Stallholders will still incur site fees if timely notice is not given.

Stallholders who consistently arrive late to the market will be issued with an official warning. Any continuance may result in suspension of trade or expulsion from the market.

## Sanitation and Safety

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RLC will provide an onsite sanitation station, spill kits, fire extinguishers, first aid kits and trained first aiders.

Security personnel will be present at set-up and breakdown of the market, but each stallholder is responsible for their own stock and personal belongings.

## Disclaimer of Liability

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The Rotorua Farmers Market will not be liable for any loss or damage to the property of the stallholders due to fire, robbery, accidents or any cause whatsoever that may arise from use and occupancy of the site.

The Market assumes no liability for any damages or losses resulting from or relating to the failure of the stallholder to comply with the provisions of this Charter.

## Complaints Process

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Please bring initial concerns or suggestions to the attention of the Market Manager. Official complaints must be submitted in writing to the Manager. Written complaints will be tabled and addressed in a timely manner.

RLC will determine what action (if any) is required in relation to the complaint. RLC will respond to the complainant in writing regarding what actions will be undertaken.

Stallholders who are the subject of a complaint are expected to fully co-operate with RLC in relation to the investigation of a complaint or breach of the Market Charter.

RLC has full authority to revoke a stallholder's Market Stall or Mobile Shop Licence if they are found in serious breach of the Market Charter, or if the stallholder concerned refuses to co-operate with RLC during its investigation (eg. refusing to allow a review).

As a matter of governance, this Charter will be reviewed by RLC in June/July of each year, with any new alterations ratified by 30th July.