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## OVERVIEW

The Kyilla Community Farmers' Market is a non-for-profit business venture established by the Kyilla Primary and Pre Primary Parents and Citizens Association (P&C). The purpose of this document is to chart a set of rules which governs the infrastructure of the Kyilla Community Farmers' Market and operational roles of the committee in an open and transparent manner reportable under the terms of the *Educational Act, 1999*<sup>1</sup> and *Incorporations Associations Act, 1984*<sup>2</sup>. Furthermore, the intention of this charter brings forth the way in which all parties; that being the P&C and its' management, growers and community shall engage and interact between each other, via the Kyilla Community Market, to maintain an organic, primary and/or value-added produce food chain system in a sustainable environment aimed at the local and broader community in the northern suburbs corridor of Perth, Western Australia.

## ETHOS

The spirit in the way which the Kyilla Community Farmers' Market will operate is in line with community respect, values and principles. The community as a whole is recognised as a formal way in which societies of people organise themselves and in terms of food and by the introduction of a new local food chain system encourages competition consistent with the rules and regulations governed by the ACCC as well as, allowing agri-tourism to flourish throughout the community.

## PHILOSOPHY

Philosophically, the Kyilla Community Farmers' Market is a site by which sellers who have organic, primary farmer produce and/or value-added consumable products (see clause 5 of this charter for further details), are able to sell direct to the consumer, seasonal and locally fresh produce and thereby, effectively bringing produce from the *paddock-to-the-plate* in the sale process.

## KYILLA COMMUNITY FARMERS' MARKET CHARTER

To ensure authenticity, The Charter is necessary for the success and sustainability of the weekly event outlined in this matter. This charter shall operate in conjunction with prevailing Federal and Western Australian laws and regulations to define who does, what, how, when and where.

No alterations, changes and/or, variations to this document can be made without the full written approval of the P&C.

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<sup>1</sup> *The School Education Act, 1999, s142, s143, s144, s145.*

<sup>2</sup> *Incorporations Associations Act, 1984, s25.*



## **AIMS**

The specific aim of this charter shall give effect and clarity between the P&C, growers and community to understand the following;

- Clause (1) Terms and definition of the rules.
- Clause (2) Making an application for a stall.
- Clause (3) Market Operation Hours.
- Clause (4) Stall Fee Schedule.
- Clause (5) Products to be sold.
- Clause (6) Who may sell.
- Clause (7) Value Adding.
- Clause (8) Quality of produce.
- Clause (9) Presentation.
- Clause (10) Setting of prices and correct measurements.
- Clause (11) Labelling and signage.
- Clause (12) Health and safety.
- Clause (13) Insurance.
- Clause (14) Clean-up and rubbish.
- Clause (15) Management.
- Clause (16) Amendment of this charter.
- Clause (17) Disclaimer.



## Clause (1) Definitions of names and their roles

The following definitions in this charter clearly set out how this document is to be read and understood using the following terms;

- (a) **Kyilla Primary and Pre Primary Parents and Citizens Association:** is known in this charter as the *P&C*.
- (b) **Kyilla Community Farmers' Market Charter;** in this charter as *The Charter*.
- (c) **Application to Trade;** at the Kyilla Community Farmers' Market, is the application form which all stallholders must have completed in full and have been approved by the Kyilla Community Farmers' Market Manager, by issuance of a Permit to Trade, prior to trading at the Kyilla Community Farmers Market
- (d) **Permit to Trade;** at the Kyilla Community Farmers' Market, is the Permit provided by The Kyilla Community Farmers' Market Manager to approved stallholders who have fully completed an Application to Trade and have been accepted by the P & C.
- (e) **The Kyilla Community Farmers' Market Manager;** is the person or entity having entered a contract for market manager with Kyilla Primary & Pre Primary Parents' & Citizens Association
- (f) **Stallholders;** are those person(s)/organisation/businesses whose names are on the approved application forms.
- (g) **Unmarketable;** means any produce or product that appears badly marked, under or over ripe, fruit fly infested, or shows evidence of other pest infestations.
- (h) **Produce;** is defined as, primary farm, organic or value added products for sale by stallholders.
- (i) **Representatives;** means a person nominated temporarily to sell produce at a stallholder's request.
- (j) **Certified Organic;** as defined by a recognised Australian organic certification body.
- (k) **Kyilla Community Farmers' Market Committee;** is known as *the Market Committee*.

## CLAUSE (2) Making Application for a stall.

- (a) The Kyilla Community Farmers' Market is an outlet for the sale of primary, organic and/or value-added produce, in order to sustain the spirit of the market. Secondly, the market is categorised in the following manner; that is, 70-80% of the total stalls at the market are required to sell produce, and or, value added products in these categories;
  - a. Fruit
  - b. Vegetables
  - c. Meat
  - d. Oil
  - e. Honey
  - f. Milk
  - g. Cheese
  - h. Bread
- (b) 20-30% of the total stalls at the market will consist of the following categories;

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- a. Coffee making.
  - b. Community Non-profit-organisations
  - c. Community promotional activity outlets
  - d. Art and Craft.

To give clarity to clause (2b), coffee makers and community non-profit-organisations will be given first preference before other categories are considered as the spirit of the market is succinctly framed in relation of the philosophy and ethos on page 2 of the charter.

- (c) Applications will be considered in relation to their contribution to the overall Market Mix.
- (d) Payment Details: \$50 payment is required at the time of application
- (e) Payment Details: Stallholder weekly payment must be paid a minimum of two weeks in advance.
- (f) Payment Details: The accepted forms of payment are made via cash, electronic funds transfer, cheque or Australia Post Money Order in the name of:  
KYILLA COMMUNITY FARMERS' MARKET
- (g) A Permit to Trade must be renewed annually.
- (h) The Market Manager on behalf of the Market Committee has the authority to reject applications that do not comply with any said clauses within this charter.
- (i) If the number of suitable applications exceed the available stalls, the order of priority will be given to those stallholders in the following order who:
  - a. provide optimum contribution to the overall mix of market stallholders;
  - b. currently successfully trade at the Kyilla Community Farmers' Market;
  - c. have successfully traded at the Kyilla Community Farmers' Market during the previous twelve months; or
  - d. are new applicants.
- (j) One stall per week will be specifically reserved for the P&C.
- (k) One stall per week will be specifically reserved for Not-For-Profit Organisations.
- (l) One stall per week will be specifically reserved for Local Business Promotion.
- (m) **Variation to Application:** If a stallholder decides to intentionally vary their application, they must;
  - a. Resubmit a new Application to Trade.
  - b. \$10 resubmission fee is required with the new Application to Trade.
  - c. Minimum of one weeks' notice is required prior to the variation taking effect.
- (n) Consecutive, consistent or continuing absence from the market without adequate explanation to the Market Manager can result in Permit to Trade being cancelled to allow stall to be released to another applicant.
- (o) The P&C reserve the right to cancel, immediately or with notice, any Permit to Trade for failure to adhere to any clause of The Charter.

### **Clause (3) Market Operation Hours**

The Kyilla Community Farmers' Market will operate each Saturday morning throughout the year in the following manner;

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- (a) Hours will be between 8:30am to 11:30am
  - (b) Stallholders begin setup at 7am
  - (c) Stallholders shall refrain from any vehicle movement from 7:45am when the market zone will reach “all stop” which is when all engines shall be stopped until 11:45am.
  - (d) Stallholders shall not pack up until the end of market at 11:30am.
  - (e) Stallholders will refrain from trading outside of the hours stated in (a) of this clause.
  - (f) Stallholders shall also comply with any further conditions of Council Approval.

#### **Clause (4) Stall Fees**

The following sets out the fee structure and;

- (a) The fee for each stall space will be \$50.00.
- (b) Powered sites are limited to designated areas and a surcharge of \$20 per stall shall be charged for those stallholders requesting power. A powered site cannot be guaranteed and stallholders should make their own arrangements for backup power supply.
- (c) Limited storage (for tents and stallholder equipment) will be made available at \$10 per week for those stallholders wishing to store their equipment.
- (d) Each stall site is measured as, 3m x 3m (9 square metres).
- (e) Stall fees must be paid 2 weeks prior to the operation hours of commencement. No stallholder can commence trading until the fee is paid.
- (f) A penalty of one week’s fee will be imposed for those stallholders, who fail to inform the Market Manager in writing of their absence three days prior to the commencement of the market.
- (g) Stall fees will remain set for twelve months and cannot be altered in this duration.
- (h) Any alterations to the stall fees are altered with the full and minuted approval of the P&C and stallholders will be notified three months prior to the changes taking effect.
- (i) For one stall only and in the spirit of the market, one stall site shall be preserved free of charge for the Kyilla Primary and Pre-primary Parents and Citizens Association.
- (j) For one stall only and in the spirit of the market, one stall site shall be preserved free of charge for community based non-profit-organisations.
- (k) For one stall only and in the spirit of the market, one stall site will be preserved free of charge for commercial business promotional activities.

#### **Clause (5) Products to be sold**

All products to be sold MUST be produced, caught, grown or raised by the stallholder and or, consistent with the charter and the following eligible products for sale include (but not exclusively) the following;

- (a) Eggs, fruit, vegetables, herbs, olives, flour, nuts, grains, honey and bee products, flowers for the table (ie., cuts of potted in flower pots), edible potted plants (eg., herbs, vegetable seedlings and fruit trees), hay, meat, fish, seafood, cheese, milk and milk products, butter, ice cream and fruit juices.
- (b) The produce must have been reared or grown by the producer/business named on the application form and/or have spent 50% of its life on the producers land.

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- (c) **Value-added consumable products:** Products such as oils, jams, preserves, breads, cakes, wool products and desserts whose principal ingredients are grown or produced by the stallholder. Refer to clause 7 of the charter for definition.
  - (d) **Value-added products:** whose principal ingredients in clause (5c) are not grown by the stallholder may be sold at the discretion of the market committee approval.
  - (e) **Organic produce:** Produce grown organically must be locally grown in Western Australia and certified by an Australian Organic Certification body and,
    - a. Evidence of the accreditation must be provided to the Market Manager, prior to certified organic products being advertised and offered for sale.
    - b. The Kyilla Community Farmers' Market does NOT permit the purchasing/re-packaging/selling on finished or imported goods.
    - c. If vendors have additional produce available to sell, permission to sell at the market must be obtained from the Market Manager and must give at least one week's notice of intention to vary the produce originally nominated on the application form. Refer to clause (21) of the charter for details.
    - d. The majority of each stall's produce for sale must be first/top grade. Stallholders wishing to sell second grade produce must ensure the produce is clearly labelled.

#### **Clause (6) Who may sell?**

- (a) Only the producers, her/his family and/or employees will be permitted to sell the produce.
- (b) In exceptional circumstances a representative may be permitted to sell at the discretion of the Market Manager.

#### **Clause (7) Value adding**

- (a) Producers may 'value-add' their own primary produce.
- (b) The dominant product in each value added stall shall be different.
- (c) Value-added products will not exceed 50% of all produce available for sale at any one market.

#### **Clause (8) Quality of produce**

- (a) Produce should be picked or prepared as close to the market time as possible and handled in a way to preserve the fresh quality until the Kyilla Community Farmers' Market opens.
- (b) Stallholders must guarantee against selling 'unmarketable' produce.
- (c) Stallholders in breach of clause 8 of the charter will be required to withdraw produce immediately.
- (d) Any produce which has been frozen must display a sign to that end and is CLEARLY visible to the public.

#### **Clause (9) Presentation**

- (a) Stallholders will be expected to be clean, neat and suitably dressed and deal with the public in a courteous manner.
- (b) Stallholders must provide and adequately secure their own marquees (with sides and awnings able to be attached as required on the day by Market Manager) and display equipment.
- (c) Stalls and display equipment must be clean, tidy and well maintained.

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- (d) A sign bearing the producer's name and business/property name must be displayed and approved by the Market Manager as being of an acceptable standard.
  - (e) No amplified equipment such as a megaphone is to be used by stallholders whilst trading.
  - (f) Power generators are permitted on site; however, approval must be sought in writing from the Market Manager. Approval will only be given where it is not possible for power supply reasons, for the stallholder to connect to mains power. Powered sites are available and limited. Refer to clause (4b) for fees.

#### **Clause (10) Setting prices and correct measurements**

- (a) Selling in direct competition i.e., price under-cutting of other stallholders, is not permitted and not in keeping with the spirit of the market.
- (b) The Market Committee recognises that the consumers maintain the right of choice, whilst enabling each stallholder to determine their own price.
- (c) All prices, per kilo or per item, must be clearly visible.
- (d) Stallholders must ensure their measuring scales are accurately calibrated in accordance with appropriate trading regulations.
- (e) Any weighing equipment used must be correctly calibrated and meet guidelines set by the Trading Standards Unity of the WA Department of Consumer and Employment Protection.
- (f) End-of-trading-day discounting is not permitted.

#### **Clause (11) Labelling and signage**

- (a) All stallholders must comply with the minimum requirements of current trading regulations regarding labelling and descriptions of goods.
- (b) All produce sold as Certified Organic must be certified by the relevant accrediting body (e.g., NASAA, BDF) and be labelled "Certified Organic".
- (c) Each stallholder must display a sign showing their name every day they attend the market.

Labelling information may be obtained from;  
Food Safety, Environmental Health Directorate  
PO Box 8172, Stirling Street  
Perth WA 6847

Telephone: 08 9388 4999  
Fax: 08 9388 4955  
<http://www.public.health.wa.gov.au>

or  
Food Standards Australia New Zealand, Food Standards Code  
<http://www.foodstandards.gov.au>

#### **Clause (12) Health and safety**

Health and safety is paramount to the success of the market and the following must be adhered to by the stallholder.

- (a) Stallholders must confine displays and signs to their stall site.

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- (b) All pathways around the stall site must be clear for shoppers.
  - (c) Smoking on the market site is not permitted at any time.
  - (d) Dogs are not permitted in the market zone.
  - (e) All food stallholders must trade in accordance with the Health Department of Western Australia's food-handling regulations, and other relevant local health laws.
  - (f) Value added products, such as baked and cooked items, must be prepared in a facility approved by the relevant Health Authority.
  - (g) It is the responsibility of each stallholder to ensure that their stall site is free from dangerous and hazardous objects at all times.
  - (h) Stallholders must acknowledge that they have read and understood the guidelines provided regarding 'health and safety in the marketplace'.

**Clause (13) Insurance**

- (a) It is the responsibility of each stallholder to ensure that they hold a current product & public liability insurance while they are trading at the market.
- (b) The stallholder is required to provide an attached copy of their insurance 'Certificate of Currency' at the time of the Application to Trade form.

**Clause (14) Clean up and rubbish**

- (a) All stallholders must ensure that their stall site and the area that surrounds it is kept clean and rubbish free during the market and left in a clean and tidy state once the market closes at the end of the trading day.
- (b) Failure of this requirement will result in the permit to trade being revoked.

**Clause (15) Management**

- (a) The Market Manager will be responsible for the management, safety and welfare of the Market, and will be required to report to the Market Committee on a monthly basis.

**Clause (16) Amendment of the Charter**

The charter can only be amended in the following manner; that is,

- (a) The charter can only be amended by the P&C.
- (b) One month's written notice must be given to the P&C in the form of a motion at which the P&C shall consider and determine outcome.
- (c) Members of the Market Committee may request attendance to the P&C Meeting and attend if consent is given by the P&C.
- (d) Subscribed members of the P&C who are also stallholders shall not be allowed to vote on any matters and or, resolutions before the P&C regarding amendments to the charter.
- (e) Stallholders, who are not members of the P&C, are not permitted to attend any P&C meeting at which a resolution amending the charter is being considered.
- (f) The decisions of P&C shall be final.
- (g) If clauses to the charter are altered in any form, then the old clause and or, specific subclauses shall be repealed by the new amendment and this new amendment shall be attached to the original charter to illustrate transparency.



**Clause (17) Disclaimer**

The Kyilla Community Farmers' Market with the convenors being the Kyilla Primary School Primary and Preprimary Parents and Citizens Association, its Members, Market Manager, employees, servants and agents will not be under any liability in tort or contract or otherwise (including but not limited to acts of negligence, breach of duty, default and/or admissions) for any loss of income by any stallholder as a result of any stallholder participating in the Kyilla Community Farmers' Market in any way and for any loss of life and/or personal injury to any person and/or damage to any property (wheresoever occurring) arising from or out of any accident, occurrence or event at the;

Kyilla Community Farmer's Market

Kyilla Park

Cnr Clieveden & Hunter Streets, North Perth WA 6006