



**Welcome to your Oamaru Farmers' Market Vendor Pack.**

Please find enclosed your Vendor Information and Vendor Application to Trade. If you are a primary producer of vegetables, fruit and home-grown produce, please fill out the first section of this application only.

If you are intending to sell processed produce please also fill out Section 2 of this application.

Should you need information to help you through the application process please check the boxes and we will assemble an information pack tailored to your individual business idea/application.

Leasing a commercial kitchen	<input type="checkbox"/>	WDC registration	<input type="checkbox"/>
Food safety fact sheets	<input type="checkbox"/>	Labelling	<input type="checkbox"/>
Selling eggs	<input type="checkbox"/>	Home-kill meat	<input type="checkbox"/>
Nutritional information	<input type="checkbox"/>	Merchandising	<input type="checkbox"/>
Health and safety requirements	<input type="checkbox"/>	Stall presentation	<input type="checkbox"/>
Marketing yourself at a Farmers Market	<input type="checkbox"/>	Aoraki Polytech Food Safety courses	<input type="checkbox"/>
Other Aoraki courses	<input type="checkbox"/>		

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Contact details for info pack:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Ph no./s \_\_\_\_\_

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## **About the Market**

### **Vision**

Our vision is to become the market of choice for locals and visitors seeking a taste of our region.

We endeavour:

- To provide a regular and consistent supply of (in season) Waitaki Produce for locals and visitors;
- To create an economic opportunity for local producers that supports both business viability and employment in Waitaki;
- To create an authentic visitor attraction that adds value to the economic viability of the historic area;
- To promote fresh, or minimally processed, food consumption and nutrition education;
- To support local community/charitable organisations through in-market projects.

### **Location and Time**

The market is to be held outdoors every Sunday morning between 9:30am and 1pm, regardless of weather, in the Old Railway Goods Yard, Corner Tyne Street and Wansbeck Street extension, Oamaru.

## **Operational Guidelines**

### **Products and Origin**

The Oamaru Farmers' Market Incorporated Society (the Operator) exists for the sale of food and beverage products only. This includes fresh produce, processed food and beverages and ready-to-eat food and beverage products. Some exceptions may be made at the sole discretion of the Operator. The sale of arts, crafts, bric-a-brac and goods purchased for re-sale is not permitted.

All growers and food producers (the Vendor) must operate within the geographic area defined as the Waitaki Electorate, or by approval of the Operator.

All goods offered for sale must be the vendor's own, whether grown, made, reared, caught, brewed, pickled, smoked or otherwise produced or as permitted by approval of the Operator.

Only the farmer, producer, their family members or persons directly involved in the production of the produce may be a seller at the Market unless otherwise arranged with the Market Manager and given prior approval.

Further, the Operator may at any time request that the Vendors supply adequate evidence that specific goods offered for sale have been grown, made or produced personally by the Vendor. Failure to supply this evidence will result in a request to cease immediate sale of the item(s) or risk disciplinary action under the *Terms and Conditions of Trade*.

Vendors wishing to sell processed food will also need to prove compliance with all relevant national and local food safety regulations.

## **Applications**

An application to trade must be made on the official Application to Trade form found at the back of this pack. No other application form will be considered.

All relevant information must be made known to the Operator at the time of the application.

A separate Application to Trade must be made for any goods or services intended for sale but not previously described and approved by the operator in the original Application to Trade form.

In order for Approval to Trade to remain current the Vendor must ensure compliance is always valid.

## **Selection Criteria and Trading Policy**

The Operator reserves the right to decline a Vendor application on such grounds as: the types of goods already on offer; seasonal availability; compatibility within a desired range of products; aesthetics and presentation of stalls; or on physical site considerations.

No vendor will be granted exclusivity to sell any particular product.

The Operator reserves the right to select a Vendor based on past behaviour.

The Operator reserves the right to place a Vendor's application on a waiting list should the market be at saturation point for a particular product.

## **Terms and Conditions of Trade**

Once the Operator has issued an **Approval to Trade** certificate, the Vendor will comply with current *Terms and Conditions of Trade* as outlined.

## **Licensing**

1. The Operator is licensed to operate in accordance with all relevant local legislation.
2. It is the responsibility of the Vendor to hold current trading licences including food safety hygiene and liquor licensing as appropriate.

## **Membership**

3. All Vendors are required to be full members of the Oamaru Farmers' Market Incorporated Society. Membership is renewed annually and the cost is set by the Committee annually.

## **Market Induction**

4. Every new vendor accepted by the Manager will then be expected to liaise with the Coordinator regarding their market attendance. A review of stall attendance will be conducted after the period of one month. Each new vendor must choose a status from the following four options:

**Block** (Three per year) – prepaid member for the entire Block. Attendance is assumed. NON-attendance must be advised by Thursday 5pm. Note: no refunds are given on Block payments.

**Weekly** – Booked stall space each week. Attendance is assumed. Non-attendance must be notified by the previous Thursday at 5pm or stall site fee will be invoiced.

**Casual** – Market attendance is not booked or assumed and must be notified by TEXT only to the Coordinator by the previous Saturday at 5pm.

**Seasonal** – Applies to fresh produce vendors only who have a clearly defined season for their product. Prior approval may be granted by the Operator to be allowed same status as pre-paid Block vendors for their defined season. If granted, attendance is assumed. NON-attendance must be advised by Thursday 5pm.

## Market Behaviour

5. Oamaru Farmers' Market operates on three Blocks per year. Should a Vendor choose to pay for the term of a Block (or pre-accepted season) they are entitled to a discounted rate.
6. Vendors who sign up for the term of a Block or Season agree to trade each Sunday morning during this period, regardless of weather, between the hours of 9:30am and 1pm, unless otherwise advised by the Market Manager.
7. The Market is open for Vendor set-up from 8:30am until 9:15am each Market day. Vendors are required to fully set up their stall prior to commencement of trade.
8. No vehicles are permitted on the Market site between 9:15am and 1pm.
9. Smoking is not permitted within the Market area.
10. Animals are not permitted within the Market area.
11. Approval to Trade cannot be transferred to a third party by a current Vendor. An approved Vendor, who sells his/her property or business, may not offer the Market as part of the sale contract. A new owner wishing to trade at the Oamaru Farmers' Market must make a new Application to Trade which will be considered on its merits.
12. The successful applicant is considered to be the Vendor and is at all times responsible to the Operator for the behaviour of his/her staff and for the clean, tidy and safe presentation of their stall. Every market stall must be adequately supervised by the applicant and the applicant is expected to be present at the stall each market day unless otherwise approved in writing.
13. A Vendor must only offer for sale goods as approved by the Operator. A Vendor selling unapproved products for sale at the Market must immediately remove those products from their stall, or risk disciplinary action under the terms and conditions of this agreement.

14. a) **Block and Seasonal.** The Operator reserves the right to take disciplinary action if repeat non-attendance occurs or if non-attendance is not advised by Thursday 5pm including, but not limited to, verbal warnings, written warnings, retraction of Approval to Trade.

b) **Weekly.** The Operator reserves the right to take disciplinary action if repeat non-attendance occurs or if non-attendance is not advised by the previous Thursday at 5pm including but not limited to: full site fees being invoiced, verbal warnings, written warnings, retraction of Approval to Trade.

c) **Casual.** The Operator reserves the right to take disciplinary action if repeat non-attendance occurs or if non-attendance is not advised by the previous Saturday 5pm by TEXT. Including but not limited to: Full site fees being invoiced, verbal warnings, written warnings, retraction of Approval to Trade.

15. The operator reserves the right to cancel the Approval to Trade without warning for repeat failure to comply with Clause 14, or where the operator reasonably considers the breach to be so serious as to warrant immediate cancellation.

## **Food Handling and Health & Safety**

16. Vendors must use safe practices in food handling, cooking and storage to prevent food-borne illness and comply with Waitaki District Council and Ministry of Primary Industries and other regulatory body regulations.

17. All foods, other than fresh unprocessed produce, must be prepared in a registered kitchen. Foods prepared in a home kitchen are not permitted.

18. Offering samples of products is highly encouraged. Any food provided for sampling at the market must be cooked or prepared in accordance with applicable food and safety regulations.

## **Site Allocation and Use**

19. An approved vendor will be allocated a site considered suitable for their business, for use for the sale of goods as described on their current Application to Trade form.

20. The vendor must set up in accordance with the official weekly site plan and as directed by the Co-ordinator.

21. The vendor must operate within the boundaries of their allocated site and adhere to site location guidelines given by the Co-ordinator.

22. The Co-ordinator reserves the right to move the vendor to an alternative location at short notice as required.

23. The vendor must not pack up or leave the site before the advertised market close time unless agreed to by the Co-ordinator.

24. The vendor must not operate equipment or machinery on site without prior approval.

25. The maximum number of sites for any one vendor is a triple site (9m x 3m). A vendor wishing to increase the number of their sites must apply in writing to the operator.

26. Vendor vehicles may be parked behind the allocated stall site at the Co-ordinator's discretion. The maximum number of vehicles per site (whether single, double or triple) is one. In the interests of public safety, vehicles must remain within the bounds of that site during trading hours.

27. Vendors are to display a sign that identifies their business and product origin. Vendors are encouraged to ensure their stall is visually attractive and utilise their space to advertise ALL aspects of their business.

28. All signs must be limited to the vendor space and not impede pedestrian traffic or create a visual barrier to their neighbours.

## **Fees and Payment**

29. Site fees for Block and Seasonal are prepaid and due upon receipt of each Block letter issued prior to the start of each Block and payable into the Operator's bank account. A receipt will be issued on request. No refunds or part refunds will be given on Block/Seasonal payments.

30. Site fees for Weekly are paid each week in cash or cheque to the Co-ordinator at the Market, or by internet transfer no later than the Thursday 5pm preceding the Market. A booked site will be invoiced if non-attendance is not notified by the specified time (Thursday 5pm.).

31. Site fees for Casual are paid each week in cash or cheque to the Co-ordinator at the Market. A booked site will be invoiced for if non-attendance is not notified by the specified time (Saturday 5pm by TEXT only).

32. The Operator retains the right to alter fees at any time with reasonable prior notice in writing to all vendors.

## **Rubbish & Site**

33. The vendor agrees to dispose of their own rubbish and waste off-site in accordance with sustainable business practices.

34. The Vendor agrees to leave their allocated site as found, i.e. in a clean, tidy and respectable condition.

## **Indemnity**

35. The Vendor shall indemnify the Operator against claims, demands, proceedings, suit costs, damages, expenses and losses whatsoever the damages that might occur to persons or property as a consequence of participation in the Oamaru Farmers Market, specifically including any injury/damage to persons/property caused by moving vehicles within the boundaries of the Market area. All injuries, no matter how minor must be reported to the Co-ordinator on the day.

36. The Vendor is required to ensure all property and equipment is properly anchored in the interests of public, vendor and staff safety. Use of the tie downs supplied by the Operator are used at the Vendor's own risk and the Operator accepts no responsibility for damage or injury to the Vendor or public.

## **General Conditions**

37. All applicants and Vendors acknowledge that the Operator will make Vendors' names and contact details available for interested parties from time to time for business promotional purposes and all applicants and vendors grant permission for the Operator to use any images or photographs of Vendors' stalls and stallholders for promotional purposes.

38. The Operator reserves the right to change the Terms and Conditions of Trade and its accompanying Operational Guidelines and Code of Conduct with appropriate prior notice in writing and any changes will be binding by all Vendors.

39. Any action which may be taken by the Operator may be delegated to the Market Manager or Co-ordinator, and any decision, action or directive given by the Market Manager or Co-ordinator, shall effectively be given by the Operator.

40. All vendors must agree to accept Oamaru Farmers' Market dollars in exchange for goods.

## **No Warranty**

41. The Operator gives no warranty as to any matter pertaining to the operation of the Oamaru Farmers' Market and the Vendor accepts its participation is based solely on its own investigations and knowledge (subject to the Terms & Conditions of Trade, Operational Guidelines and Code of Conduct) and not on any representation made by or on behalf of the Operator.

## **Code of Conduct**

The Oamaru Farmers Market Incorporated Society is committed to providing an environment that is enjoyable, safe and secure for all members of the public, Vendors, staff and volunteers.

The Operator has processes in place for providing support and for dealing with complaints resolution. The Market is not the place to air grievances; a complaint form is available from the Coordinator.

The Operator expects the Vendor will take responsibility for their own and their staff's behaviour, will treat all individuals and property with respect and care, and will have an awareness of the well being and safety of others.

The following behaviours are not acceptable and will result in disciplinary action being taken:

- Disruptive behaviour that interferes with the rights or selling opportunities of others;
- Language or behaviours which are offensive, whether verbal, body gesture or written;
- Carrying or being under the influence of alcohol and/or drugs;
- Any threatening acts of aggression, bullying or intimidating behaviour;



- Any illegal acts including theft and vandalism.

## **Disciplinary Action**

To ensure the sustainability and success of the Oamaru Farmers' Market it is important that all Vendors comply with the Terms and Conditions of Trade. To this end, disciplinary action will be undertaken by the Oamaru Farmers' Market Incorporated Society for any breach; secondly, a written warning for a breach; and thirdly a written cancellation of the Vendors Approval to Trade.



**APPLICATION TO TRADE**

**SECTION ONE**

**This MUST be completed by all Applicants**

**Contact Details**

Business name \_\_\_\_\_

Contact person \_\_\_\_\_

Physical address \_\_\_\_\_

Postal address \_\_\_\_\_

Preferred phone number \_\_\_\_\_

Alternate phone number \_\_\_\_\_

Email address \_\_\_\_\_

**Intended Goods for Sale**

Please provide a detailed list. Vendors may only offer goods for sale that have been approved by this application process. Include goods to be sold now and goods that may be sold later or in a different season.

Any changes to goods sold that are not listed on this application will require a separate Application.

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## **Oamaru Farmers' Market Incorporated Society**

By becoming a vendor you also become a member of the Oamaru Farmers' Market Incorporated Society.

Our annual membership fee is \$10. This fee is set by the committee each year and may change at the discretion of the committee.

Your fee enables you to:

- Access our advertising programme
- Vote at the AGM
- Access a platform through which to post feed-back to the committee.

Please enclose your \$10 fee with your application.

Should you require a full set of Oamaru Farmers' Market Incorporated Society Rules please tick the box

## Further Details

Do you require mains power for your site? YES  NO

Please list all equipment to be operated on site.

*Note: All extension cords are to hold a current ticket.*

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Public Liability Insurance

Insurer \_\_\_\_\_

Policy number \_\_\_\_\_

Sum insured \_\_\_\_\_

If you are an Organic Certified Producer YES  NO

If yes please provide a copy of your current certification

Have you got Food Licence Registration through Waitaki District Council? YES  NO

If yes, please fill out Section 2 also.

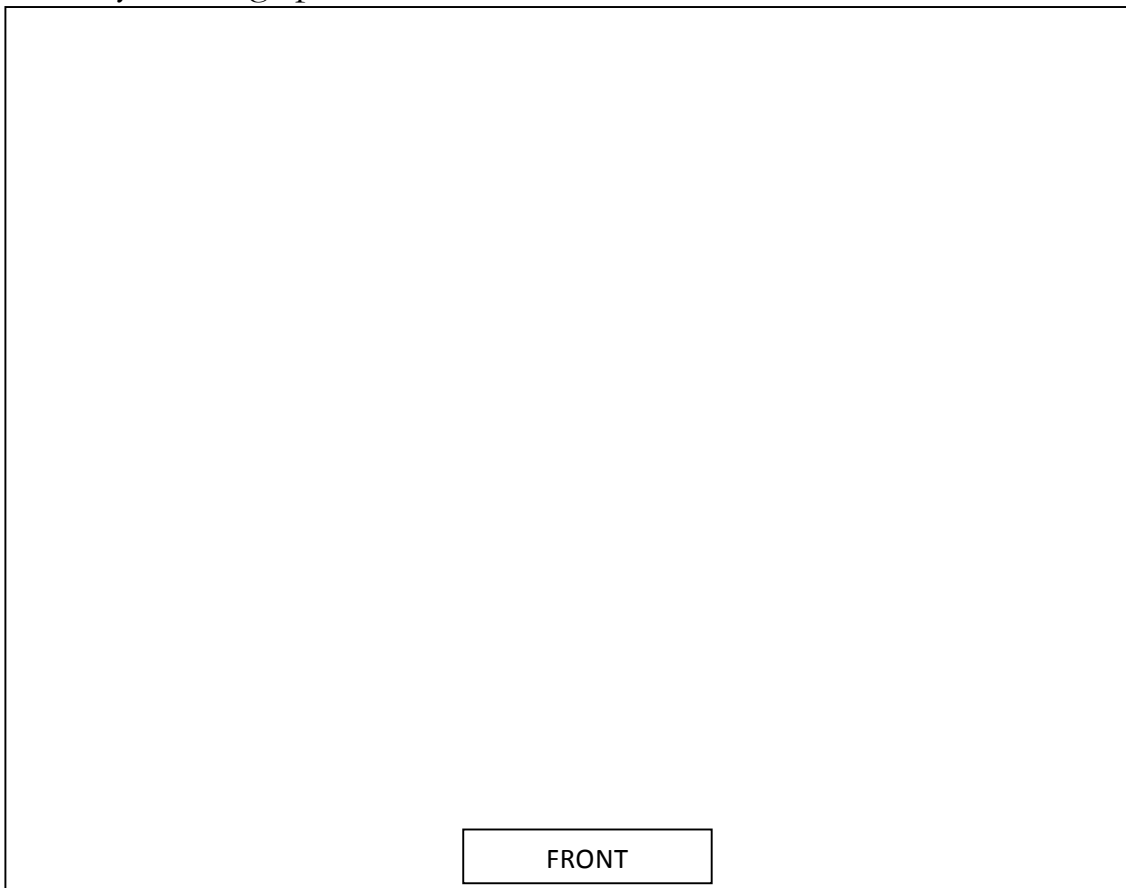
Do you have registration/certification through another authority such as MAF or MPI YES  NO

If yes, please fill out Section 2 also.

## Presentation and Merchandising

The Oamaru Farmers' Market prides itself on being a visually inviting space. All vendors are encouraged to display their wares to promote their products to their best advantage. A business sign, promotional and advertising material are required. Table cloths, baskets, using height and grouping to make an attractive display are encouraged. Clean and tidy clothes for vendors is a must.

In the box below demonstrate how you will set-up an attractive and visually inviting space.



# Vendor Status

## Block/Seasonal, Weekly or Casual

Oamaru Farmers' Market operates in three blocks per year. A Block Letter is issued prior to the commencement of each Block and gives each Vendor the option of reviewing their status. Please note Block Letters must be signed by EVERY Vendor and returned to the Co-ordinator prior to the commencement of each Block.

**Block** – prepaid member for the entire Block. Attendance is assumed. NON-attendance must be advised by Thursday 5pm. Note: no refunds are given on Block payments.

**Weekly** – Booked stall space each week. Attendance is assumed. Non-attendance must be notified by Thursday 5pm or stall site fee will be invoiced.

**Casual** – Market attendance is not booked or assumed and must be notified by TEXT only to the Coordinator by Saturday 5pm.

**Seasonal** – Applies to fresh produce vendors only who have a clearly defined season for their product. Prior approval may be granted by the Operator to be allowed same status as pre-paid Block vendors for their defined season. If granted, attendance is assumed. NON-attendance must be advised by Thursday 5pm.

I/We \_\_\_\_\_ commit to  
Block/Seasonal/Weekly/Casual (please circle one).

On a single (3m x3m), double (3mx 6m), or triple (3m x 9m). (Please circle one)

Signed \_\_\_\_\_ Date \_\_\_\_\_

## Application to Trade

### Section 2

#### To be completed if items for sale are processed

##### Definitions

**Unprocessed Produce**

Fruit, nuts, vegetables produced on your property and sold without further processing.

**Processed Produce**

Any items for sale that have been further processed.

This includes – chutneys, sauces, jams and preserves, baked goods, fish, cheeses, eggs, hot food or any other products that require registered processing facilities.

### Registrations and Food Safety Compliance

It is the sole responsibility of the vendor to ensure that all registrations and relevant compliance certifications remain current.

Please list your Territorial Authority (Waitaki District Council, MPI, MAF, etc.)

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Please list your compliance type (WDC category 1, 2, or 3 or Food Control Plan, Risk Management Plan etc.)

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**You must supply copies of these certifications**

**Safe Food Practices**

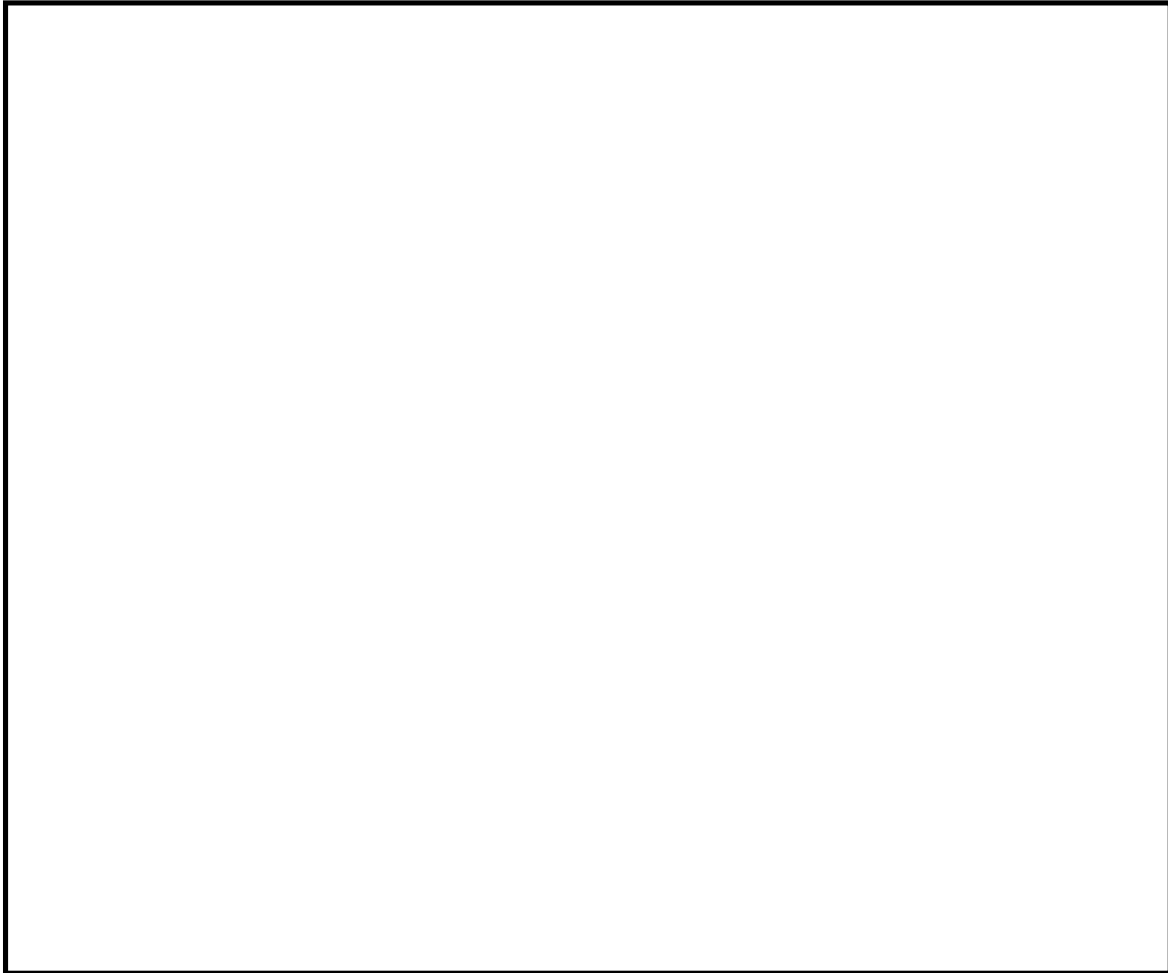
Please demonstrate how you will effectively comply with safe food practices for your products. If separate processes or manufacturing techniques are employed for different products, please list these separately.

PRODUCT	PLACE OF PRODUCTION	METHOD OF PRODUCTION	TRANSPORT	STORAGE AT MARKET



### **Health and safety plan**

In the box below, please draw a diagram of your stall showing how you will set up to comply with safe food handling practices. Include things like hand washing or sanitising facilities, coverage of food items, cool/frozen storage, heating facilities, utensil cleaning, rubbish disposal, food temperature regulation, appropriate clothing e.g. aprons and gloves, cash handling, dust and pedestrian protection.



## Declaration of Acceptance

Please tick the checklist below to make sure you have completed all relevant parts of this application and have included copies of the relevant paperwork.

Once you are sure your application is complete please sign below to show you accept the Oamaru Farmers' Market Terms and Conditions of Trade.

- I have filled out **Section One** of the application
- I intend to sell processed produce and have also filled out **Section Two** of the application
- I have nominated Block/Seasonal/Weekly or casual attendance
- I enclose pre-payment for Block or Seasonal commitment
- I enclose OFM Incorporated Society \$10 fee
- I enclose copies of all relevant registrations

I \_\_\_\_\_ have read the Vendor Pack information of the Oamaru Farmers' Market Incorporated Society and agree to abide by the Terms and Conditions of Trade.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Office Use Only

Section One sign-off.

The Oamaru Farmers' Market agrees to accept \_\_\_\_\_

As a Block/Seasonal/Weekly/ Casual vendor subject to the following conditions:

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Manager's signature \_\_\_\_\_

Committee Member Signature \_\_\_\_\_

Committee Member Signature \_\_\_\_\_

Date \_\_\_\_\_

Section Two sign-off.

Waitaki District Council has given approval for \_\_\_\_\_

To operate at the Oamaru Farmers' Market subject to the following conditions:

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Signed \_\_\_\_\_

Date \_\_\_\_\_