

CODE OF PRACTICE

Section 1 - Introduction

Gosford City Growers Market (GCGM) is a not-for-profit organisation. The market operates on the second Saturday of each month from 8.00am to 1.00pm at Kibble Park, Gosford City Centre, New South Wales.

- GCGM will have its initial market event in February 2009.
- GCGM, its management and stallholders operate to ensure that the produce available is true to its common purpose.

The purpose of GCGM is to:

- 1) ensure the successful establishment and continued development of the Gosford City Growers Market (the Market)
- 2) support by means of the Market the production and sale of fresh, local and seasonal produce of the New South Wales Central Coast region
- 3) provide the Central Coast community with the opportunity to purchase local and seasonal produce
- 4) to utilise the profits generated from the management and conduct of the Market for charitable projects of the Rotary Club of Gosford City.

Our mission: To provide a mechanism by which local growers and makers can sell their product to local consumers who value wholesome locally produced food.

Purpose of the code of practice (COP)

The GCGM COP has been developed to establish and protect the **authenticity of GCGM**. By establishing the rules and standards for the products that are sold under its name.

Any variation to these rules is at the discretion of the **GCGM Committee** and will be made in the best interests of the GCGM.

This code of practice (COP) is current as of 1st November 2009.

A code of practice review will be conducted by July 1 each year. Updates may occur from time to time.

Section 2 - Accountability

Roles and responsibilities

The Manager

The Market Manager of GCGM manages the day to day running of the Market and is responsible to the GCGM Management Committee (the Committee). The Manager ensures GCGM achieves its strategic and operational objectives by efficiently and effectively managing, promoting and developing the organisation and its activities. The Manager also ensures the organisation operates safely, efficiently, effectively and within all relevant organisational parameters including the GCGM

code of practice, resolutions of the Board, delegated authority, relevant legislation, Australian standards, policies and any service and funding agreements.

The Manager provides timely information and advice to the Committee and Market members and reports to the Committee on any matters which warrant their attention. The Manager is the Market's Public Officer in accordance with the Associations Incorporation Act 1995. and the GCGM constitution.

The Committee

An Interim Committee will manage the establishment of the Market and be replaced in March 2010 by a new Management Committee. The interim committee membership will be as follows:

- ⇒ Gosford Business Improvement District (GBID) - 1 member
- ⇒ Rotary Club of Gosford City – 3 members
- ⇒ Participating stallholders – 2 members
- ⇒ Gosford City Council – 1 member

The Management Committee is made up of representatives of GCGM sectors as follows:

- ⇒ Rotary Club of Gosford City – 3 members
- ⇒ Gosford City Council – 1 member
- ⇒ Participating stallholders – 2 members
- ⇒ Market members (Consumers) – 1 member

The Committee is responsible for managing GCGM. In doing so, the Committee:

- ⇒ sets the strategic and operational goals for GCGM
- ⇒ appoints, gives direction to and supports the Market Manager who in turn reports to the Committee; the committee has the authority to override the manager's decisions.

Committee members carry out the aims and objectives of the association on behalf of all members, reflect the GCGM mission and communicate well and often with Market members and follow committee protocols.

The Committee may also appoint sub-committees as required.

Stallholders

All stallholders must be farmers, gardeners, fishers, bakers or cooks, preferably resident in the Central Coast who produces what they offer for sale. Stallholder responsibilities are outlined in section 7.

Section 3 – Market Policies

Overview

- ⇒ These policies enunciate some of the principles vital to the integrity of the GCGM.
- ⇒ stallholders are expected to apply the principles of these policies as they relate to their own business operations

Origin of produce and production

- ⇒ It is preferred that produce for sale at GCGM originate from the New South Wales Central Coast
- ⇒ the Central Coast area is defined as the Local Government Areas of Gosford and Wyong
- ⇒ the Committee has discretion to allow produce from other areas into the Market however stall signage will indicate 'genuine local producers' from the Central Coast area.
- ⇒ To encourage lower 'food miles', GCGM reserves the right to give preference to 'genuine local producers' over producers from outside the Central Coast area.
- ⇒ GCGM reserves the right to visit all farms and production premise of stallholders to verify the authenticity of the origin of production.

Eligible produce

Stallholders **must** only sell approved products that are itemised in their application/licence.

Only three types of produce are eligible for sale at the Market:

1. Primary produce

- ⇒ **must** be grown by the stallholder.

2. Value-added products

- ⇒ **must** be made (baked, pickled, brewed etc) by the stallholder,

3. Hot food

- ⇒ sale of hot food at the Market is approved on the basis of a separate licence agreement through application with the Committee.

Reselling

Reselling is falsely selling items as produced by the stallholder that have been purchased elsewhere. **ALL STALLHOLDERS ARE STRICTLY PROHIBITED FROM RESELLING AT THE MARKET.** Stallholders must also declare in their license application that they will not engage in the reselling of any produce at the Market.

GCGM has a procedure to deal with the reselling of produce, should it occur. This process essentially involves a warning for first offences and revocation of the market 'right to trade' with further offences.

Promotion of organic and biodynamic produce

Organic and biodynamic production methods are recognised and customers have a strong expectation of authenticity. As such:

- ⇒ GCGM will only allow stallholders to promote their produce and practices as organic or biodynamic if they are currently certified by a recognised organisation
- ⇒ stallholders, may however, verbally describe their growing practices as, for example 'We use IPM on our farm' or 'Grown using organic methods' if that is the case
- ⇒ certification must be displayed on stalls; if any products offered for sale are not certified these must be clearly signed as such
- ⇒ stallholders who do not meet these requirements for any reason will be asked to remove the terms organic and biodynamic from their promotions

The promotion of the terms non-certified organic or non-certified biodynamic are prohibited at the Market.

Market audit

- ⇒ to maintain the integrity of GCGM and ensure that the products available meet our COP, periodic surveys of stalls will be undertaken on Market day
- ⇒ products on sale, which are not itemised in the stallholder's application/license, will be brought to the attention of the stallholder
- ⇒ stallholders may of course apply for additional products to be included in the stallholders' application/license.
- ⇒ products not meeting GCGM definition of eligible produce (section 4) will be banned from sale

Food safety

Principle:

Produce and value-added food products sold at the Market **must** be safe for human consumption.

Interpretation:

The Gosford City Growers Market recognises that customers expect that food purchased from the Market is safe to eat.

It is expected that all producers will grow/manufacture, package, transport, store and display their produce in a manner that protects the consumer from food borne illnesses.

It is also the responsibility of all producers to ensure that they hold the relevant state and local government licences required for the production and sale of their products and are aware of the production standards and codes of practice that relate to their industry sector.

All vendors at the Market are required to display a copy of their regulatory licence to produce/sell their products on their stall.

Appropriate pest and disease management

Principle:

Pest and disease issues should be managed through the avoidance of chemical use wherever practicable.

Interpretation:

Where producers need to use chemicals, it is expected they are used in an appropriate manner. This includes:

- ⇒ combining chemical and non-chemical controls in an integrated fashion
- ⇒ implementing full traceability and recording procedures
- ⇒ observing appropriate application rates and withholding periods.

Animal welfare

Principle:

All animals have an intrinsic value.

Interpretation:

It is expected that production animals under the care or influence of Gosford City Growers Market producers are healthy, properly fed and comfortable. It is also the responsibility of producers to ensure that where animals require veterinary treatment they receive it and that if animals are to be destroyed, it is done humanely.

Codes of practice relating to animal welfare are legislated for all sectors of livestock production in New South Wales. It is expected that Gosford City Growers Market producers are aware of these codes and operate their farms in a manner that ensures that the requirements of these codes of practice are implemented.

Occupational health and safety

Principle:

All stallholders are responsible for ensuring that the setup and operation of their site is safe.

Interpretation:

The Gosford City Growers Market believes that safety of market visitors, staff and stallholders is paramount in the operation of the market. It is the responsibility of stallholders to ensure that they are familiar with the Gosford City Growers Market OH&S policies and procedures that impact on the operation of their stall sites.

Section 4 – Market Operating Rules

General operating conditions

The Gosford City Growers Market (GCGM) operates on the second Saturday of each month from 8.00am to 1.00pm at Kibble Park, Gosford City Centre, New South Wales, **except where specifically notified:**

- ⇒ if temperature forecast for Gosford, is above 38°C, the Market will close at 11.00am
- ⇒ GCGM is responsible for control of noise, ensuring minimal disturbance of residents; EPA provisions regarding noise are to be complied with and no public address system announcements are to be made prior to 8.00am
- ⇒ GCGM is responsible for maintaining the market area in a clean and tidy condition
- ⇒ All rubbish, including vegetable matter, is to be placed in bins provided or removed from site by stallholders.

Section 5 – Stallholder Operating Rules

NEW stallholder applications

All prospective vendors must complete a 'GCGM license to trade application form'. This form is to be submitted to the Market Manager and must include:

- ⇒ copies of regulatory permits/licenses
- ⇒ insurance 'Certificate of Currency' for public liability and product liability insurance (\$10 million per claim)

A **license to trade** may then be granted.

Note: The GCGM Management Committee reserves the right of final decision regarding all stallholder applications.

As part of this agreement all participants attending the market as stallholders are required to stay onsite until the market is finished. The market hours are 8am-12pm

GCGM license to trade

1. A GCGM license to trade is granted for stall space and the sale of products:

- ⇒ the **licence for trade** is valid for 12 months, renewable each year
- ⇒ stallholders with seasonal produce can be issued with a shorter **licence to trade** for the applicable period.

2. Sale of business and licence to trade

- ⇒ a GCGM **licence to trade** is ***non transferable*** and is cancelled with the transfer of ownership of a stallholder's business
- ⇒ a prospective new owner **must be informed by the vendor** that they need to complete and submit a **new stallholder application** as above to test their eligibility before the sale of a business if they wish to become stallholders at the Market
- ⇒ a **licence to trade** must be approved and issued before a new owner is able to trade at the Market.

3. Additional products

Any new additional products to be offered for sale by any vendor must be approved by the Market Manager before sale commences.

Annual renewal of licence to trade

ALL GCGM stallholders will complete and submit a **renewal stallholder application** annually. They must complete: a **GCGM licence to trade application form**

Their details will then be updated and a new **licence to trade** will be issued.

In addition, during any year, stallholders must renew their **certificate of currency** for their insurance policy.

Guest stalls

Prospective vendors from outside the Central Coast boundaries (section 3 Origin of produce and production) must complete a **new stallholder application** as above, plus they must:

- ⇒ be offering **primary produce** for sale that is not available, is in short supply and in demand on the Central Coast.
- ⇒ agree and sign a waiver to the effect that if at a future date the produce they are offering becomes available locally in sufficient supply they will lose their right to a **GCGM licence to trade** after 3 months notice and on a **'last one in, first one out'** basis.

Agencies

A producer who wishes a current Market stallholder to sell their produce as an Agent must complete a **new stallholder application** as above.

Stallholders may represent a maximum of 2 producers as agent:

The agency must be approved by the Management Committee on recommendation from the Market Manager

As a general policy GCGM discourages agencies and encourages producers to become stallholders in their own right.

Agent Stall

To facilitate the offering of the largest range of products possible, GCGM may provide an agent stall to sell products on behalf of producers who have a genuine reason for not attending the market as individual stall holders.

Charges for space in the GCGM Agent stall will be negotiated between the producer and the Market Manager with power of veto over such arrangement vested in the Management Committee.

Producers providing products for sale on the 'Agents Stall' must provide appropriate signage to denote product description, product price and business trading name.

Stallholder Fees

See current fee schedule in application form for details.

- ⇒ Invoice will be issued and payment must be received one week prior to the market

Bookings / Cancellations

- ⇒ bookings must be confirmed with the Market Manager **NO LATER THAN 10AM WEDNESDAY, 10 DAYS PRIOR TO MARKET**
- ⇒ CANCELLATIONS: site bookings can be cancelled **NO LATER THAN 10AM WEDNESDAY, 10 DAYS PRIOR TO MARKET. There will be no refunds of site fees** for late cancellations or non-appearance without cancellation at the Market
- ⇒ extenuating circumstances will be handled at the Managers discretion.

Stall Assignment

- ⇒ assignment of stalls will be based on individual requirements, however, priority will be given to regular monthly stallholders
- ⇒ if you have a permanent site and leave for more than 3 consecutive months your space will be forfeited. The Market Manager will try to give you your original space, however if a new regular stallholder has filled that gap, they will not be asked to move (if harvest means a longer absence, prior negotiation with the Market Manager is advised)
- ⇒ stall distribution is at the discretion of the Market Manager in line with the best interests of the GCGM A plan of the set-up will be sent to the stallholders one week prior to the market.
- ⇒ the GCGM Inc reserves the right at any time to alter the size, shape and position of floor plans as may be necessary for the best interests, risk management and legal requirements of the market.

Sharing Stalls

- ⇒ sharing of a site space must first be negotiated between the two parties and then approved by the Market Manager prior to trading

Signage

- ⇒ Each stallholder who agrees to sign up for a three month period will be provided with signage detailing their business name and location for their stall site. Free signage only applies to stall holders to sign up for a three month period.
- ⇒ The stall signage may incorporate a symbol to denote a category within which the stall falls e.g. 'genuine local producer'.
- ⇒ all prices must be clearly marked or signed.

Labelling

- ⇒ all vendors must comply with appropriate ANZFA labelling regulations and acquire any necessary licenses (e.g. for wine sales) or regulatory industry permits for selling or producing their products.

Weights and measures

- ⇒ vendors who weigh goods on site must use certified scales as required under the Weights and Measures Act
- ⇒ vendors who prepack must also use certified scales as required under the Weights and Measures Act, and weight (representative of the minimum weight) must be listed on packets.

Food safety

When selling at the Market, stallholders and their employees must comply with the applicable New South Wales legislations and regulatory requirements. Details of these requirements are available from the NSW Department of Health website and information is also available at www.gosfordcity.com.au

As a minimum:

- ⇒ all produce offered for sale must be in accordance with applicable chemical withholding periods
- ⇒ all produce and containers of produce must be kept at least six inches off the ground
- ⇒ all booths must have overhead protection and ready-to-eat foods shall be pre-packaged or protected with sneeze guards
- ⇒ all perishable products (including living products such as bean sprouts) must be stored at 4°C or below whilst at the market and during transport to the market
- ⇒ no boxes displaying brand names other than the stallholder's own may be used to display product for sale
- ⇒ processed foods must be processed in an approved facility and properly packaged and labelled under clean and sanitary conditions
- ⇒ dried fruit and shelled nuts sold in an unpackaged bulk form must be displayed with a cover
- ⇒ no live animals, birds, or fowl may be kept or allowed within 20 feet of any area where food is stored or held for sale.

Set up, safety and sanitation

GCGM's goal is to have a safe and aesthetically pleasing market. Causing or maintaining an unsafe or unsanitary condition at the Market is prohibited. Disciplinary action will be taken against any stallholders who do not abide by the following requirements:

- ⇒ all display table frontages must be behind the set up line designated by the market manager
- ⇒ no boxes or produce displays may extend into the common customer traffic areas
- ⇒ tables and other display fixtures must be sturdy and not overloaded to a point where they are unstable
- ⇒ all shades and shelters must be tied down and secured in all weather conditions or be subject to immediate removal
- ⇒ before transacting any sales, stallholders shall ensure that their selling areas and immediate surrounding grounds are free of any produce trimmings, droppings, or other litter

- ⇒ any trimming of produce must be done so that trimmings fall into a container and not onto the ground
- ⇒ before leaving the market, all litter, toothpicks, and product debris in the stallholder's area, including the area extending halfway into the common traffic area, must be collected regardless if the litter originated in the Stallholder's area

Product tasting

Product tasting samples may be distributed in accordance with the legislative requirements:

- ⇒ keep tasting samples in clean containers; these tasting samples must be kept cool and protected from contamination by dust, dirt and insects
- ⇒ use toothpicks or disposable utensils to distribute the tasting samples
- ⇒ dispose of pips, peels and rubbish in leak-proof garbage receptacles with close-fitting lids
- ⇒ use clean, disposable plastic gloves or use hand sanitizer when cutting produce for samples
- ⇒ fresh produce intended for sampling must be washed and cleaned
- ⇒ utensils and cutting surfaces must be washed and sanitised
- ⇒ cutting surfaces must be smooth, non-absorbent, and easily cleanable
- ⇒ no offering of tasting sampling may take place outside of the vendor's stall
- ⇒ when providing samples of any kind, a rubbish receptacle must be available for public use.

For more information on food handling visit www.gosfordcity.com.au

Slaughtering

Slaughtering of livestock/poultry for sales product must occur at certified/licensed abattoirs.

Regulatory licences

- ⇒ licenses that are related to food safety and businesses, such as meat or dairy, that need a permit to be a producer must be produced for the issue of a 'right to trade'.
- ⇒ these regulatory licences are to be displayed on stalls
- ⇒ copies of these licenses must be given to the Market Manager prior to selling at the Market.

Quality Assurance

- ⇒ all vendors are expected to maintain the Market's standards of freshness and high quality
- ⇒ vendors are responsible for the decoration and the maintenance of their site in a clean and tidy condition at all times
- ⇒ the Market Manager reserves the right to refuse the sale of goods not considered of an acceptable standard under the new ANZFA food safety regulations.

Packaging

- ⇒ wherever possible, packaging should be biodegradable and/or recyclable
- ⇒ stallholders are discouraged from issuing customers with non recyclable plastic carry bags.

Section 6 – OH&S requirements

The primary objectives of the GCGM incident/accident reporting policy are to ensure that:

- ⇒ all incidents/accidents are reported, investigated, assessed for risk, and have control measures implemented and monitored
- ⇒ all reports and investigations are retained and the information is analysed to monitor health and safety performance
- ⇒ the reporting of incidents/accidents, hazards and near miss events, and the investigation and control of them will provide a systematic approach with the aim of preventing recurrences of unplanned events.

Stallholders are required to comply with their statutory obligations for OH&S including:

- ⇒ complying with legislative requirements
- ⇒ possessing appropriate licences and certificates to undertake their business
- ⇒ complying with GCGM reporting mechanisms during the term of their participation at the Market
- ⇒ demonstrating adequate insurance cover for their operations.

Stallholders shall ensure that they:

- ⇒ report any market related injury/hazard/near miss immediately or at least within 24 hours of it occurring
- ⇒ complete a GCGM incident/accident report form
- ⇒ assist in any incident/accident investigation and offer suggestions on actions taken to prevent a recurrence.

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- ⇒ the reporting of incidents/accidents, hazards and near miss events and the investigation and control of them will provide a systematic approach with the aim of preventing recurrences of unplanned events.

When a stallholder identifies a hazard or near miss event they shall:

- ⇒ immediately isolate the hazard to protect others from injury
- ⇒ report the hazard or near miss to the Market Manager
- ⇒ complete the appropriate documentation within 24 hours of the event occurring
- ⇒ assist in any investigation.

When an employee or stallholder is involved in an incident:

- ⇒ St John's Ambulance shall be contacted to assist the ill or injured person as required, please note their location on the market site plan
- ⇒ the incident/accident shall be verbally reported to the Market Manager as soon as possible after the event occurring
- ⇒ the incident/accident documentation shall be completed within 24 hours of the event occurring or as soon as practicable after the event, if time is lost. If a stallholder is unable to complete the form due to injury or illness, the form shall be completed by the manager, in consultation with any witnesses to the event.

Electrical Testing and Tagging Requirements

Electrical appliances and equipment

The primary objectives of the GCGM electrical safety policy are to provide protection from:

- ⇒ electric shock arising from:
 - ⇒ exposed contacts and conductors
 - ⇒ damaged installation on electrical plant and equipment, including cables and leads
 - ⇒ wet conditions in the area where the equipment is used
 - ⇒ incorrectly wired connectors or equipment.
- ⇒ risk of fire arising from:
 - ⇒ heating equipment
 - ⇒ loose connections
 - ⇒ overloaded or short circuits
 - ⇒ inappropriate electrical equipment in hazardous settings.

Employees and stallholders shall ensure that electrical hazards are reported in accordance with the requirements of this document. In particular employees and stallholders shall ensure that:

- ⇒ any equipment is advised to the Market Manager and shall not be approved for use unless it has been included on the register of electrical equipment.

Use of double adaptors and power boards

- ⇒ use of double adaptors is not permitted
- ⇒ GCGM recognises that at times it may be necessary to use power boards, however the following will apply:
 - ⇒ a power board must be marked with an appropriate Australian Testing Authority Type Approval and must be fitted with a residual current protection device that is capable of being reset
 - ⇒ in wet or other hazardous areas, power boards must be secured in position.

Access to switchboards and circuit breakers

- ⇒ access to these areas is restricted to authorised persons only
- ⇒ reports of tripped circuits and requests for resetting tripped circuits shall be directed to the Manager.

All electrical equipment, fittings or materials must be tested and tagged by a registered electrician every 12 months.

The outward sign of compliance with the Act will be that the equipment bears an electrical test tag to AS3760.

All equipment, fittings or materials used, may be subject to inspection.

If any such equipment, fittings or materials are deemed not to comply with OHS&W regulations, nor to be safe for any reason, they shall be removed from the site at the expense of the participant.

Section 7 – Legal Responsibilities

Indemnity and Disclaimer of Liability

- ⇒ All stallholders, vendors and participants ('Vendor') hereby indemnify the GCGM from any damage, claim, proceeding, suite, action, order judgement, settlement, expense, cost or liability arising from or in relation to any action, negligence or failure on the part of the Vendor their employee or agent causing any loss, injury or damage, including any consequential damage or loss to any person or entity, including other Vendors, the general public, the Vendor or others, whether such action, negligence or failure occurs in the space occupied by the Vendor or elsewhere but arises out of the Vendor's occupancy or any thing connected with its occupancy.
- ⇒ The GCGM will not be held liable for any loss injury or damage to the property or person of the Vendors, their employees or agents due to fire, theft, accidents, heat, cold, delay, disease or any cause whatsoever, and howsoever such loss injury or damage may arise from use or occupancy of the site.
- ⇒ The GCGM assumes no liability for any injury, damage or loss resulting or arising from or pertaining to the failure of the Vendor to comply with the provisions of this agreement.
- ⇒ The GCGM denies all liability and will not be held responsible for any action or representation made to or by a Vendor its employees or agents where a 'Certificate of Currency' in the name of the Vendor in relation to prescribed insurance cover is not held by the GCGM office, or forwarded promptly to GCG upon renewal.