



PO Box 5179 Moray Place Dunedin, 9058

Telephone: 021 1482116

Email: gm@otagofarmersmarket.org.nz

Website: www.otagofarmersmarket.org.nz

VENDOR PACK

Thank you for your interest in trading at the Otago Farmers Market which brings together large numbers of motivated buyers with knowledgeable sellers of produce, added-value regional food and beverages, plants and flowers. The Otago Farmers Market is held each Saturday morning at the Dunedin Railway Station North Car Park.

Trade is only by successful application to the Otago Farmers Market Trust on the *Application to Trade Form*.

To ensure the Otago Farmers Market will continue in a manner beneficial to all and to keep everyone safe, a range of *Terms and Conditions of Trade* will be complied with. By signing the Application to Trade you agree to comply with the current Terms and Conditions to Trade and the Code of Conduct.

If you wish to sell processed food, you will also prove compliance with all relevant national food safety regulations. When your *Application to Trade* has been accepted, this is done by completing a separate *DCC Food Safety Registration Form* and submitting it directly to Dunedin City Council Environmental Health. Once their approval has been granted, a copy of your approval must be submitted to The General Manager, Otago Farmers Market, P O Box 820, Dunedin or given to the Market Manager on your first day of trading at the Market.

Attached herewith:

Otago Farmers' Market Trust *Application to Trade Form*

Otago Farmers' Market Trust *Terms and Conditions of Trade*

Otago Farmers' Market Trust *Code of Conduct* Document

Return *Application to Trade Form* only, to:

**The General Manager
Otago Farmers Market
PO Box 5179
Dunedin 9058**

Otago Farmers Market Trust

Standard Terms and Conditions of Trade

Selection Criteria and Trading Policy

1. Strong preference is given to Otago products.
2. The Otago Farmers Market Trust (the Trust) reserves the right to accept Vendors on such grounds as quantity and type of those goods already on offer; uniqueness of product; compatibility with a desired product mix; tangible local economic development benefit; timing; aesthetics and presentation and on physical site considerations including space available. The Trust also reserves the right to judge people on past behaviour.
3. All goods offered for sale must be the Vendor's own whether grown, made, reared, caught, brewed, pickled, smoked or otherwise produced
4. The Otago Farmers Market Trust encourages sustainable business practices.
5. The Otago Farmers Market Trust trading policy explicitly excludes the sale of goods purchased for re-sale. The Trust may at any time request that a vendor supply adequate and appropriate evidence that certain 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 sale of the item(s) and Disciplinary Action in terms of the Code of Conduct may result.

Additional Policy

6. (a) Vendors, once accepted by the Trust, will comply with current Terms and Conditions. The Trust reserves the right to cancel acceptance of a Vendor without notice, for failure to comply with these *Terms and Conditions of Trade*.

(b) Approval to trade cannot be transferred to a third party by a current applicant/stallholder. An accepted vendor, who sells his /her property or business, may not offer the Market site as part of the sale contract. A new owner wishing to trade at Otago Farmers Market must make a new *Application to Trade* which will be considered on its merits. The Trustees acknowledge it is in the interests of the market to maintain the presence of successful market stalls

(c) Every new vendor at the market will attend an induction interview with the General Manager.

(d) The successful applicant is considered to be the stallholder and is at all times responsible to the Trust for the behaviour of his/her staff and for the clean, tidy and safe presentation of the 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 arranged with the General Manager.

7. The Otago Farmers Market and Trust operates in strict accordance with all relevant national and local legislation and regulations including trading standards; Environmental Health; Occupational

Safety and Health regulations; liquor licencing and those conditions imposed on it under its Licence to Occupy the Railway Station site or any subsequent site.

8. The Otago Farmers Market hours of trade are each Saturday morning regardless of weather, between the hours of 8.00am and 12.30pm unless otherwise determined by the Market Manager. The site is open to approved Vendors from 6.00am until 2.00pm each Market Day. Vendors are required to fully set up their stall prior to commencing to trade.

9. No vehicle movements are permitted on the market site between 7.15 a.m. and 12.30 p.m. for safety reasons.

Site Allocation and Use

10. Approved Vendors will be allocated a site considered suitable for their business, for use only for the sale of goods as described on their successful *Application to Trade Form* and where no hazard is created by their occupation of that space. The site must be left in at least as clean a condition as that in which it was found.

11. The Trust reserves the right to place vendors on the site at the discretion of management and confirm that management may be required to move vendors to alternative sites at short notice on occasions.

12. The maximum size of any market stall will be 3 single sites. Vendors wishing to increase the size of their stand must apply to the Trust through the General Manager.

13. Vendors must operate within the boundaries of their allocated site and adhere to position guidelines given by the market management. Vendors must not operate equipment or machinery to the detriment of neighbouring vendors or the buying public. The Trust encourages vendors to operate in harmony with neighbouring vendors to ensure the success of the market.

14. Site fees due are payable by Direct Debit from the vendor's bank account weekly unless otherwise provided for in advance. A GST Tax Invoice can be issued on request. Site fees will be payable for a permanent market site irrespective of attendance at the market unless arrangement is made with market management.

15. The Otago Farmers Market Trust retains the right to alter fees at any time.

16. The Trust reserves the right on the grounds of fairness to other Vendors and aspiring Vendors to reduce the size of any Vendor's stall temporarily or permanently. This action would only be taken on the advice of the General Manager after consultation with the stall holder and any other affected Vendors. A period of notice will be issued after any such decision.

Vendor Vehicle Parking

17. Each single site allows for one standard vehicle e.g. passenger car, SUV or light commercial vehicle. In the interests of public safety, vehicles must remain within the bounds of that site during trading hours.

18. It is essential that adequate public space be maintained at the market and therefore any change of vehicle, the use of larger vehicles or any mobile structure must be authorised for entry to the market site by the Market Manager.

Rubbish

19. The Trust provides rubbish bins on site for the use of the public.

20. Each Vendor is responsible for disposing of his/her own rubbish and waste off site, on the day.

Damage to Buildings or Structures

21. The Dunedin Railway Station, its platform and roof and the fence surrounding the car park are all listed heritage amenities. Any damage to the buildings or structures or to the car park will be reported to the proper authorities for repair, the cost of which will be charged to the Vendor/s responsible.

Insurance

22. Vendors shall indemnify the Trust against claims, demands, proceedings, suit costs, damages, expenses and losses whatsoever for damages that might occur to persons or property as a consequence of participation in the **Otago Farmers Market**, specifically including any injury/damage to persons/property caused by moving vehicles within the bounds of the Market venue.

23. Vendors are required to ensure all equipment is properly anchored in the interests of public, vendor and staff safety.

General Application Requirements and Conditions

24. Applications must be made on the Otago Farmers Market Trust *Application to Trade* Form. No other form of application will be considered.

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

26. A separate application to trade must be made for any goods or services intended for sale but not previously described and approved in writing by the Trust. Vendors found by the Market Manager to be selling unapproved products for sale at the Market must immediately remove those products from their stall.

27. All applicants and vendors acknowledge that the Trust will make vendor names and contact details available to interested parties from time to time for promotional and other purposes and all applicants and vendors grant permission for the Trust to use any images or photographs of vendor stalls and stall holders for promotional purposes.

28. Vendors who are absent from the Market for more than 2 weeks without good reason and without prior approval from the Market Manager, will have to submit a new application to trade for any re-entry to the Market.

29. The Trust reserves the right on the grounds of fairness to other Vendors and aspiring Vendors to seek re-application to trade from any Vendor who in the opinion of the Trust is inconsistent or casual

with Market attendance. This action would only be taken on the advice of the General Manager after consultation with that Vendor.

30. The Trust reserves the right to change the *Terms and Conditions of Trade* with adequate notification and all changes will be binding on all Vendors.

31. *Application to Trade* Forms or any query regarding trade at the Otago Farmers_Market should be forwarded to

**The General Manager
Otago Farmers Market Trust
PO Box 5179
Dunedin 9058**

**Telephone 021 1482 116
Email gm@otagofarmersmarket.org.nz**

Otago Farmers Market Trust

Code of Conduct

The Otago Farmers Market trust is committed to providing an environment that is enjoyable, safe and secure for all members of the public, vendors, staff and volunteers.

The Trust has processes in place for providing support and for dealing with complaints resolution.

As Trustees, Advisory Board, Vendors, Volunteers or Staff, you will:

- take responsibility for your own behaviour
- treat all individuals and property with respect and care
- have awareness for the well-being and safety of others

The following behaviors are not acceptable at the Otago Farmers' Market and may result in disciplinary action being taken. *

- disruptive behaviour which interferes with the rights or working/selling opportunities of others
- language or behaviour which is offensive be it verbal or written
- hand gestures of an offensive nature
- carrying or being under the influence of alcohol and/or drugs
- any threatening speech, or acts of aggression, bullying or intimidating behaviour
- stealing
- vandalism
- Failure to comply with the Otago Farmers Market Trusts Terms and Conditions

The Otago Farmers Market Trust believes transparent and equitable Terms and Conditions applicable to all participants are important for sustained success of the Otago Farmers Market. To this end disciplinary action will be taken by the Trust for any breach of its terms and conditions. This action will take the form of firstly a verbal warning for a breach, followed by a written warning for a second breach including a possible suspension of the relevant approval to trade. In the event of a third breach by any one Vendor the approval to trade granted that Vendor will be withdrawn.

Otago Farmers Market Trust

APPLICATION TO TRADE

Venue: North End Car Park, Dunedin Railway Station

Date: Every Saturday, 8am – 12.30 p.m.

Public Trading Hours: 8am – 12.30 p.m.

Vendor Set Up Times: 6am – 7.15 a.m.

(Please note: In the interests of public safety, no vehicle movements are permitted on the Market site between 7.15 a.m. and 12.30 p.m.)

Contact Details:

Name of Applicant.....

Trading Name.....

Contact Person.....

Address.....
.....
.....

Phone Number.....

Mobile Number.....

Email address (required).....

Intended Goods for Sale:

(be specific as vendors may only offer goods for sale that have been approved through this application process) Any changes to Intended Goods for sale will require a separate Application.

.....
.....
.....
.....
.....

Additional Information in support of this Application may be provided on a separate sheet.

Site Requirements:

Date/s required: _____

Size of site required (single, double, triple, half): _____

Fees:

Fees are at current Otago Farmers Market Trust rates.

(Until further notice, the fee for a single site is \$36.50 per market payable by Direct Debit from the bank account of the vendor)

Please complete and return to:

The General Manager
Otago Farmers Market Trust
PO Box 5179
9058
Dunedin

Following acceptance as a Vendor, clearance must be obtained from Environmental Health at Dunedin City Council to trade at Otago Farmers Market. Evidence is required that food produced for sale at the Otago Farmers Market has been prepared in a licensed food premises. A copy of the clearance must be submitted to Otago Farmers Market Trust. (This requirement does not apply to fresh fruit and vegetable vendors).

Statement:

I have read and understand the Terms and Conditions of the Otago Farmers Market Trust and agree to abide by them.

Signed.....

Date.....