

# Otago Farmers Market Trust Standard Terms and Conditions of Trade

## Selection Criteria and Trading Policy

1. Strong preference is given to products grown or produced in Otago.
2. The Otago Farmers Market Trust (the Trust) reserves the right to accept or decline applications on such grounds as quantity and type of goods in relation to what is already on offer; uniqueness of product; compatibility with a desired product mix; tangible local economic development benefit; timing; aesthetics and presentation and physical site considerations including space available and the need for a powered site or not. The Trust also reserves the right to judge people on past behaviour, including unsustainable business practices.
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 Trust encourages sustainable business practices. Where practically possible other vendors' products or goods should be used in the production of your products or goods. The use of sustainable, bio-degradable packaging will also be promoted and encouraged.
5. The Trust's trading policy explicitly excludes the sale of goods purchased for re-sale. The Trust may at any time request to visit or ask that a vendor supply adequate and appropriate evidence that certain goods offered for sale have been grown, made or produced personally by the vendor. Such evidence may include growing plans and photographs of property/premises. Failure to supply this evidence will result in a request to cease sale of the item(s) and disciplinary action as set out in the Code of Conduct may result.
6. Only products approved may be sold. Further *Applications to Trade* must be submitted for any additional products you may wish to sell.

## Additional Policy

7. (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*.

(b) Approval to trade cannot be transferred to a third party by a current applicant vendor. An accepted vendor, who sells his /her property or business, may not offer their 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 based on the selection criteria listed above. The Trust acknowledges it is in the interests of the market to maintain the presence of successful market sites.

(c) Every new vendor at the market will attend an induction interview with the General Manager before commencing to trade. Every new vendor will have a trial period of 3 months. At the end of the trial period there will be a meeting between the vendor and General Manager of the OFMT to discuss whether the application to trade becomes permanent.

(d) The successful applicant is considered to be the vendor 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.

8. 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 Health and Safety regulations; liquor licencing and those conditions imposed on it under its Licence to Occupy the Railway Station site or any subsequent site. All vendors must display in a prominent position and, at all times, their food hygiene certification and any BioGrow or other organic certification they hold. Vendors may not advertise or promote goods as organic unless appropriate certification is held. Failure to do so may result in disciplinary action as set out in the *Code of Conduct*.
9. 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 General 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 site prior to commencing to trade.
10. **No vehicle movements are permitted on the market site between 7.15 a.m. and 12.30 p.m. for safety reasons.**
11. All vendors must accept the Market vouchers in lieu of cash. These can be refunded at the site office for the cash equivalent. Failure to do so may result in disciplinary action as set out in the *Code of Conduct*.

#### **Site Allocation and Use**

12. 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.

13. 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.
14. The maximum size of any market site will be 3 single sites. Vendors wishing to increase the size of their stand must apply to the Trust through the General Manager.
15. Vendors must operate within the boundaries of their allocated site and adhere to position guidelines given by the General Manager. 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.
16. Site fees must be paid by direct debit from the vendor's bank account every week. A GST tax invoice can be issued on request. If a vendor is unable to attend the market they must contact the General Manager prior to the market commencing to avoid being charged for the site.
17. The Trust retains the right to alter fees at any time. However a minimum of 10 days notice, in writing, will be given to vendors before an increase in fees will apply.
18. The Trust reserves the right, on the grounds of fairness to other vendors and aspiring vendors, to reduce the size of any vendor's site temporarily or permanently. This action would only be taken on the advice of the General Manager after consultation with the vendor and any other affected vendors. A period of notice (7 days) will be issued after any such decision is made and before it is implemented.

#### **Vendor Vehicle Parking**

19. 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.
20. 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 General Manager.

#### **Rubbish**

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

22. Each vendor is responsible for disposing of their rubbish and waste off site, on the day. Failure to do so may result in disciplinary action as set out in the *Code of Conduct*.

### **Damage to Buildings or Structures**

23. The Dunedin Railway Station, its platform and roof and the fence surrounding the car park are all listed heritage amenities. Any damage by a vendor or their staff 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**

24. 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.
25. Vendors are required to ensure all equipment is properly anchored in the interests of public, vendor and staff safety.
26. All vendors who are cooking over exposed flames must have a current fire extinguisher.
27. Health and Safety Incidents: All health and safety incidents must be reported, by the vendor involved, to the General Manager for recording in the Health and Safety Register.

### **General Application Requirements and Conditions**

28. Applications must be made on the Otago Farmers Market Trust *Application to Trade* form. No other form of application will be considered.
29. All relevant information must be made known to the Trust at the time of application.
30. 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 General Manager to be selling unapproved products for sale at the Market must immediately remove these products.
31. 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 sites and staff for promotional purposes.

32. Vendors who are absent from the Market for more than 3 weeks without good reason and/or without prior approval from the General Manager, will have to submit a new *Application to Trade* for any re-entry to the Market.
33. 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.
34. All vendors will be required to undergo an annual review. This will include auditing growing plans, ensuring authenticity of product, checking all registrations and certifications are current, checking that approvals have been given for all products that are being sold and that all other requirements as set out in these *Terms and Conditions* are being met. Vendors will be notified in advance of where and when their review will take place, what documentation they will be required to bring, and what the review will be covering. They will be advised of the outcome of the review within one calendar month of the review taking place.
35. The Trust reserves the right to change the *Terms and Conditions* with adequate notification and all changes will be binding on all vendors.
36. *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](mailto: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.

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 behaviours are not acceptable at the Otago Farmers Market and may result in disciplinary action being taken with possible suspension of trade.

- 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
- smoking is not permitted within the market
- Failure to comply with the Otago Farmers Market Trusts' *Terms and Conditions* \*

### **Complaints Process:**

In the first instance it is advised that the parties involved seek to resolve the issue between themselves. If this proves unsuccessful the next step is to approach the General Manager who will undertake to talk with all parties involved to obtain clarity about the situation. The GM will also, where appropriate, consult with the Trust.

***\*Breaches of OFM Terms and Conditions may result in disciplinary action being taken by the Trust. 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.***

