



Southern Harvest Farmers Market at Bungendore

Rules and Regulations



These Rules and Regulations apply to all Southern Harvest Farmers Market at Bungendore (SHFMaB) stallholders current and future. The Southern Harvest Association (SHA) Committee and staff revise this document regularly as need dictates.

Upon signing the acknowledgement and acceptance of these Rules and Regulations on the application form, every stallholder agrees that they are bound by the rules as at the date they sign the document and to any subsequent modifications and updates to these documents.

Regular stallholders will be notified of any changes to this document and will be invited to respond before changes are adopted.

The most current Rules and Regulations and documents are always available to read and download at the Southern Harvest Association website, <https://southernharvest.org.au/>

CONTACT DETAILS

All market enquiries:

markets@southernharvest.org.au

0491719506

SHFM DEFINITIONS

LOCAL REGION - as per the SHA Constitution

'The Southern Harvest region means the Southern NSW Harvest Incorporated region which incorporates the ACT and Southern NSW region extending to a distance of 150 kilometres in any direction, from Canberra, ACT. Other areas may be approved by the committee from time to time for various enterprise needs'.

PRIMARY PRODUCER

Producers of vegetables, fruit, horticultural products, berries and nuts, milk, meats, eggs, honey and fleece etc. that are grown on their own land, or harvested by themselves. They will take priority over applications from secondary producers.

SECONDARY PRODUCER

Producers of sauces, jams, dairy products and other value added food products. Any ingredient in a secondary product which can be grown locally (such as eggs, milk, fruit, vegetables) shall be sourced from local primary producers. All other ingredients (such as dry goods etc.) shall be Australian grown or made products. Priority is given to secondary producers that best reflect this definition.

AGENT or RESELLER

A stallholder selling another primary, secondary or tertiary producer's products and there is no shared capital arrangement between them.

SHARED CAPITAL

An arrangement between primary, secondary or tertiary producers to share access to land, equipment, financial or human resources in the normal conduct of their business.

VALUE ADDED FOOD PRODUCTS

A product whereby there has been change in the physical state of the product from its primary state, such as milling wheat into flour or making strawberries into jam. Simply repackaging a primary product does not qualify as a value added food product.

PLANT AND PLANT PRODUCTS

Cut flowers, plants, seeds and seedlings of any type.

REGULAR STALL HOLDER

Attend the market weekly or fortnightly.

SEMI-REGULAR STALL HOLDER

Attend the market monthly or seasonally.

CASUAL STALL HOLDER

Sporadic attendance to the market.



Southern Harvest Farmers Market at Bungendore

Rules and Regulations



SHFMaB GENERAL RULES AND REGULATIONS

1. Southern Harvest Farmers Market is expressly open to primary and secondary producers (see [definitions](#)) from within the local region for the purpose of selling locally sourced food and other farm products to the general public.
 - 1.1. Non-food products that are farmed eg. essential oils, fibre etc. are permitted, on the condition that the stallholder is the primary producer of those products.
 - 1.2. Non-food products that are made from food products or food by-products eg. beeswax candles, goats milk soaps etc. are permitted, on the condition that the stallholder is the primary producer of the key ingredients.
 - 1.3. The SHA Committee reserves the right to inspect, by appointment, any producer's farm, or source of supply and production for the purpose of determining whether the participant is producing all that he or she is selling at the Market and the nature of production.
 - 1.4. The SHA Committee will review applicants on a case by case basis, and reserves the right to refuse an application to the market if they believe it not appropriate to the market.
2. Primary Producers from outside the local region are not permitted to sell at the market, unless approved by the committee and not in direct competition with producers in region.
3. All primary and secondary produce and products must be clearly, accurately and honestly labelled with their origin and price.
4. There is no limit on the number of primary or secondary producer stalls selling the same produce or products.
5. Stallholders agree to comply with all relevant local, state, national and market specified quality, food safety, labeling, packaging and serving regulations applicable to their product.

OPERATING STALLS

6. Stalls must be attended by the producer, a business partner or their on-farm employees. These people are expected to have extensive knowledge of the produce and/or products being sold and the production methods used to grow or produce them.
7. The use of agents and resellers (i.e. selling another producer's products) is not permitted. This applies to primary and secondary producers. This rule is fundamental to ensuring the authenticity and integrity of the market.
 - 7.1. The Community Stall (see Community Stall Guidelines in the appendix) is an exception to this rule, as are member producers who have shared capital arrangements, in which case they are considered to be a single entity. However, the producers in the shared capital arrangement must all be situated within the local region and be Southern Harvest business members. Please see the [form](#) at Appendix A for more details.
 - 7.2. Shared capital arrangements must be declared on the [SHFM Stallholder Application Form](#) (Appendix B) and supporting evidence of these arrangements must be provided.
 - 7.3. Shared capital arrangements must be approved by the SHA Committee.
8. To accommodate smaller producers, sites may be shared up to a maximum of three (3) producers per 3x3 metre site.
 - 8.1. Site sharing is at the discretion of the Market Manager. If it is determined that any or all of the producers' activities are substantial enough, they will be required to book their own site and pay the full site fee.
 - 8.2. Shared sites must be attended by each producer in the shared site arrangement, a business partner or their on-farm employee, as per Rule 6. If this does not occur, it will be deemed an agency or reseller arrangement and therefore will not be permitted to trade.
 - 8.3. Receipts for the entire site fee(s) will be issued to only one (1) of the producers in the shared site.



Southern Harvest Farmers Market at Bungendore

Rules and Regulations



- 8.4. Each producer must provide their own Public Liability Insurance. Product Liability insurance is optional.

INSURANCE

9. All stallholders must have public liability insurance. Those without adequate public liability will be unable to trade until such insurance is forthcoming.
- 9.1. SHA is no longer able to offer umbrella insurance to uninsured stallholders.
- 9.2. Stallholders must provide evidence of an appropriate public liability insurance 'Certificate of Currency' when reserving a site and/or five working days prior to the commencement of trading at the Market, and provide promptly a copy of any annual renewal thereafter.
- 9.3. The policy must be issued by a company authorised to do business in New South Wales and must have a limit not less than \$20 million.
10. All producers are strongly encouraged to obtain product liability insurance, however this is not a market requirement.

FOOD SAFETY

11. All requirements of the [NSW Food Act](#) and [Food Safety Standards](#) and [QPRC food safety](#) requirements are to be met by the individual producers.
- 11.1. Relevant food safety qualifications must be provided to the market manager upon request, and notified to QPRC.
- 11.2. The market manager reserves the right to suspend a stall holder's trading if correct food safety and handling procedures are not being followed.
- 11.3. All packaged food sold at the market must conform with labelling laws.
For more details visit: <http://www.foodauthority.nsw.gov.au/ip/legislation>

STALL SAFETY

12. Availability 240V power is limited. Stallholders must indicate their power requirements on the SHFMaB Stallholder Application Form. This request then needs to be confirmed with the SHFMaB Market Manager at least 24 hours before each market commences.
13. Producers are responsible for the safety of their own equipment and products and are expected to maintain adequate liability insurance (see section 9).
- 13.1. Power boards may not be used without the approval of the Market Manager. All power boards approved for use 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. The use of double adaptors is not permitted.
- 13.2. All appliances and power cords must be marked with an appropriate Australian testing authority type approval. Power cords must be covered where they cross walkway areas.
14. No gas appliances are to be used on site without the express approval of the Market Manager.
- 14.1. In the event approval is received, it is the responsibility of the producer to regularly check all gas bottles and equipment attached to gas bottles to ensure gas hoses and attachments are not faulty and that bottles are compliant with testing regulations.
- 14.2. It is the responsibility of the producer to provide a working fire extinguisher and a fire blanket for any stall where gas burners are used. It is the responsibility of the producer to ensure they know how the extinguisher is operated.



SITE FEES, BOOKING AND CANCELLATION

- 15. Sites may be booked on a regular, semi-regular or on a casual basis and this must be indicated on the Stallholder Booking Form.
 - 15.1. For semi-regular and casual bookings, producers must confirm their attendance with the Market Manager at least 72 hours before the market commences.
 - 15.2. Specific sites cannot be guaranteed for semi-regular and casual bookings.
 - 15.3. First-time stallholders may conditionally attend without previously submitting the Stallholder Application Form, only by prior arrangement with the Market Manager (72 hours before the market commences). They are expected to complete the form and provide their Certificate of Currency before setting up their site.
- 16. On-the-spot applications will not be accepted and stall holders will not be permitted to trade without a prior arrangement.
- 17. All stallholders are asked to inform the Market Manager if they are unable to attend any market at which they are expected, 72 hours before the market commences.
- 18. Sites are not transferable. If there is a change in ownership of the primary or secondary enterprise the new owners must submit their own SHFMAb Stallholder Application Form (Appendix A) and should not assume the same site will be made available to them.
 - 18.1. If not paid on the day, site fees should be paid for at the end of each month via PayPal or Direct Debit as per the details included in the invoice sent to your nominated email address.
- 19. All stall sites are outdoors, in the grounds of the Anglican Church and adjoining paddock.
- 20. Site fees:

Item	SHA Members	SHA Non-members
Stall site - 3m x 3m with vehicle at the back of the stall	\$36.00	\$48.00
Stall site - 3m x 3m without vehicle	\$33.00	\$44.00
Stall site - 2m x 2m site (1 table) without vehicle	\$22.00	\$27.50
Power - 1x 10Amp power outlet	\$5.50	\$5.50
Equipment - table or marquee hire, per item	\$5.50	\$5.50

- 20.1. SHA members who have 'graduated' from the community stall and still volunteer their time with set up and pack down activities - \$22;
- 20.2. Fees are not refundable.
- 20.3. The online farmers market runs each week, Thursday 4pm till Friday 4pm, ready for customer pickup or delivery on Saturdays.
 - 20.3.1. This service is for member producers only.
 - 20.3.2. If participating, stallholders need to ensure their stock is loaded on the Open Food Network (OFN) platform by 3pm on Thursday, and communicate this with the Market Manager.
 - 20.3.3. Stallholders attending the market in-person get free access to participate in the online farmers market.
 - 20.3.4. Stallholders not participating in-person, will be subject to a 30% commission on all goods sold online, up to a maximum of the relevant in-person stall fee, \$33.00.
 - 20.3.5. The market manager with communicate any sales with stallholders after 4pm on Friday. These then need to be delivered to the community stall by 8.45am Saturday.



SITE SET-UP, OPERATIONS AND PACK UP

21. The market commences at 9.00am. No trade is permitted until this time. Stallholders are expected to educate the public about the precise start time and withhold trade until this time. This is to ensure the safety of the public during the setup period for stall holders prior to the market commencing and to allow stall holders to set up in a safe and controlled manner.
 - 21.1. Stall holders may commence setting up from 7.30am.
 - 21.2. Where a vehicle is not staying onsite for the market, it may be driven into the market precinct to unload then should be parked out on the street away from the market precinct. Directions from the Market Manager as to where to park must be followed.
 - 21.2.1. Stall holders MAY NOT commence setting up of their stall til their vehicles have been moved off site. This allows space for other stall holders to unload. .
 - 21.2.2. Stall holders MAY NOT commence setting up of their stall till their vehicles have been moved off site. This allows space for other stall holders to unload.
 - 21.3. Where commercial arrangements exist ie. a restaurant or other retailer collecting an order placed prior to arriving on site, such orders may be collected from the stall holder before 9.00am to avoid congestion and delays when serving the public after 9.00am.
 - 21.4. Stallholders must ensure that their site and associated fixtures shall be positioned to allow suitable access for pedestrians at all times and are adequately secured.
 - 21.4.1. All marquees, umbrellas and other temporary stall site additions need to be weighted down and/or securely pegged to the ground at all times.
 - 21.4.2. All stall signage must be kept within allocated site boundaries. The Market Manager reserves the right to have inappropriate signage removed.
 - 21.5. Vehicles not utilised as part of the stall set up must be removed to the parking area, provided the movement of the vehicle poses no danger to the public. No movement of vehicles is permitted within the site after 8.30am and until the close of the market.
 - 21.6. Vehicle engines are not permitted to run or idle while the market is operating.
22. The latest permitted time to trade is 12.30pm, unless other arrangements have been made with the market manager, at which time all trade must cease.
 - 22.1. Stallholders may not commence packing up until after 12.00pm.
23. Stallholders must ensure that their activity is conducted in such a manner that it does not endanger or do anything which is likely to endanger the public.
24. Stallholders must ensure they have removed all rubbish associated with their site and are expected to contribute to the collective efforts of all stall holders to remove rubbish even if not associated with their site.
 - 24.1. Recycling, green waste and general waste bins are all provided onsite and should be utilised appropriately.
25. As per the 2022 introduction of [single use plastic bans](#), single use plastic items are not permitted at the market. Check the EPA website for alternatives, or speak to the SHA committee.
26. Stallholders are not permitted to smoke in the market precinct.
27. Pets and companion animals are allowed at the market by prior arrangement with the market manager. Animals are not to be left unattended and should be restrained, eg: on a leash or in a cage, at all times. Animals should have shelter and water available at all times.
28. The markets will go ahead during fine and inclement weather, unless the weather poses a safety risk.
29. In the event of an emergency or incident that may impact on the SHFMaB please contact the Market Manager or SHA Operations Manager.

ADDITIONAL RULES FOR PRIMARY PRODUCERS

30. A [primary producer](#) is determined by the definition stated in this document, above.



31. All animals, live or slaughtered should be in the Producer's immediate custody, care and control for a minimum of 50% of the animal's life immediately before the time of slaughter.
32. Stallholders must not label anything as "organic", "biodynamic" or any other accredited term unless they can display the appropriate accreditation to verify this.
 - 32.1. Accreditation must be sent to the Market Manager with the Application Form and be available on request of the customer.
 - 32.2. Alternatives such as "pesticide-free", "spray-free", "natural" or other similar terms are permitted, but the emphasis is on accurate and honest labelling of food.
 - 32.3. If a particular standard or grade applies to a product, such as "extra virgin" or "premium", then the appropriate certificate or document to substantiate these claims must be available on request of the consumer.
33. Primary producers may sell supplementary secondary products, provided the key ingredients are their own primary produce and they have made the products themselves.
 - 33.1. If a primary producer sells any secondary products, they must also comply with the additional rules specific to secondary and tertiary producers included in this document.
34. In the interest of public health and safety, any primary producer using chemicals in their production methods must ensure they observe the appropriate withholding periods as indicated by the manufacturer of the chemical and using the guidelines provided by the [Australian Pesticides and Veterinary Medicines Authority](#), before offering their produce or products for sale.

SPECIAL RULES FOR FISHMONGERS

35. Fishmongers must ensure they comply with all applicable requirements of the [NSW Food Authority](#) and [Food Standards Australia New Zealand](#) for their products. It is the stall holder's responsibility and obligation to determine what regulations apply to their products and to undertake the necessary steps to comply.
36. Fishmongers must be able to produce, upon request, current copies of the following documents:
 - 36.1. For seafood caught in State Waters:
 - 36.1.1. NSW Department of Industries Fishing Business Card with Business Number (showing endorsements e.g. ocean trap and line)
 - 36.1.2. NSW Department of Industries Fish Receivers Permit
 - 36.1.3. NSW Department of Industries Daily Catch and Effort Record (showing fish caught and areas of fishing effort)
 - 36.2. For seafood caught in Commonwealth Waters:
 - 36.2.1. Australian Fisheries Management Authority Extract of Register for Applicable Fishery (e.g. Eastern Tuna and Billfish)
 - 36.2.2. Australian Fisheries Management Authority Fish Receivers Permit
 - 36.2.3. Australian Fisheries Management Authority Commonwealth Catch Disposal Record
37. Fishmongers selling any seafood species which cannot be identified as a product caught by their business will be deemed as an Agent and will not be permitted to trade.

SPECIAL RULES FOR MEAT PRODUCERS

38. All meat products must be reared on the producer's own land or place of enterprise, within the local region.
39. All animals should be in the Producer's immediate custody, care and control for a minimum of 50% of the animal's life immediately before the time of slaughter.
40. Meat producers must ensure they comply with all applicable requirements of the [NSW Food Authority](#) and [Food Standards Australia New Zealand](#) for their products. It is the stall holder's responsibility and obligation to determine what regulations apply to their products and to undertake the necessary steps to comply.



Southern Harvest Farmers Market at Bungendore

Rules and Regulations



SPECIAL RULES FOR PRODUCERS OF PLANTS AND PLANT PRODUCTS

41. All plant and plant products must be harvested, germinated, propagated or otherwise cultivated on the producer's own land or place of enterprise within the local region.
42. Any species identified as a weed by a Shire or City Council in any of the Local Government Areas within the local region are not permitted to be sold.
 - 42.1. For lists of weed species:
 - 42.1.1. <https://www.esc.nsw.gov.au/environment/invasive-species/weeds>
 - 42.1.2. <https://www.shoalhaven.nsw.gov.au/For-Residents/Our-Environment/Pests-Weeds/Weed-Management-Biosecurity>
 - 42.1.3. https://begavalley.nsw.gov.au/cp_themes/default/page.asp?p=DOC-WTQ-77-61-43
 - 42.1.4. <https://www.snowymonaro.nsw.gov.au/140/Biosecurity-and-Weeds>
 - 42.1.5. <https://www.qprc.nsw.gov.au/Waste-Environment/Environment/Biosecurity/Weeds-that-must-be-controlled>
 - 42.1.6. <https://www.goulburn.nsw.gov.au/Services/Weeds-Management>
 - 42.1.7. <https://www.environment.act.gov.au/parks-conservation/plants-and-animals/Biosecurity/invasive-plants>
 - 42.1.8. <https://wollongong.nsw.gov.au/about/environment/trees-and-plants/weeds>
 - 42.1.9. <https://www.wsc.nsw.gov.au/Environment/Environmental-Information/Weeds>
 - 42.2. The [NSW WeedWise](#) is a free smartphone app developed by the NSW Government that helps identify weeds and suggests methods for control.

SPECIAL RULES FOR ALCOHOL PRODUCERS

43. Alcohol producers must provide a copy of their license(s) to the Market Manager five days prior to attendance at the first market.
44. Producers must display all required signage as stipulated by the NSW Casino Liquor and Gaming Control Authority.
45. On the market day, all alcohol stall participants must hold and have copies of their current Responsible Service of Alcohol certificates available.

ADDITIONAL RULES FOR SECONDARY PRODUCERS

46. A [secondary producer](#) is determined by the definition stated in this document, above.
47. Non-local ingredients are permitted to be used in the production of secondary products, only if those ingredients cannot be sourced locally. All efforts are expected to be made to source ingredients from within the local region.
 - 47.1. The Market Manager or SHA can provide assistance with sourcing ingredients, if required.
48. Where ingredients cannot be sourced from within the local region, they may be sourced from within Australia.
 - 48.1. In certain circumstances, ingredients from outside Australia will be permitted, provided it can be shown that all attempts have been made to source from within Australia. These cases must be approved by the SHA Committee.
49. All processing of ingredients and products must take place within Australia.
50. Secondary producers may sell supplementary primary produce, provided the primary produce was grown by themselves.
 - 50.1. If a secondary producer sells any primary produce, they must also comply with the additional rules specific to primary producers included in this document.
51. Secondary producers must ensure they comply with all applicable requirements of the [NSW Food Authority](#) and [Food Standards Australia New Zealand](#) for their products. It is the stall holder's



Southern Harvest Farmers Market at Bungendore

Rules and Regulations



responsibility and obligation to determine what regulations apply to their products and to undertake the necessary steps to comply.

SHFMAb DISCIPLINARY PROCEDURES

52. The SHA Committee considers the integrity and authenticity of the market is fundamental to its financial success and that of its stall holders. All steps will be taken to protect the market's good reputation and standards of quality.
53. Failure to observe these SHFMAb Rules and Regulations can result in expulsion from the market.
54. If a stallholder is confirmed to be in breach of the SHFMAb Rules and Regulations they will be approached by the Market Manager in person or in writing to explain the breach and a rectification and suitable time frame to rectify the matter, will be negotiated. If necessary, it will be referred to the SHA Committee.
 - 54.1. The stallholder must reimburse any costs to the SHA Committee that arise as a result of the process of negotiating a rectification, such as vehicle expenses to visit a farm or enterprise etc.
55. If that stall holder is later found to still be in breach on the same matter after the negotiated timeframe for rectification, or is confirmed to be in breach of a second matter regardless of any timeframe for rectification of the first matter, they will be informed verbally on the spot of their expulsion from the market, commencing the following week, by the SHFMAb Market Manager. This will be confirmed in writing.
56. If a stallholder is expelled from the market, they may appeal to the SHA Committee in writing to hello@southernharvest.org.au or bungendore@southernharvest.org.au, but they may not return to the market until the matter is resolved.
 - 56.1. The stallholder will be informed in writing of the result of their appeal to the SHA Committee.
 - 56.2. The stallholder must reimburse any costs to the SHA Committee that arise as a result of the appeal process, such as vehicle expenses to visit a farm or enterprise etc.
57. In extreme cases, where a stall holder is found to be flagrantly disregarding these Rules and Regulations, the Market Manager may instantly suspend the stall holder until further notice, pending the deliberation of the incident or incidents by the SHA Committee.
 - 57.1. The stallholder will be informed in writing of the decision of the Committee.
 - 57.2. The stall holder may appeal this decision in writing to the Committee.
58. The SHA Committee reserves the right to make the final decision on disciplinary matters.

APPENDIXES

- A. [Online Application Form](#)
- B. [Community Stall Guidelines](#)
- C. [Shared Capital Declaration Form](#)

For hard copies of any of these documents please contact the Market Manager at markets@southernharvest.org.au