



# POYNTER PRIMARY SCHOOL P&C ASSOCIATION

Poynter Drive, Duncraig, WA 6023

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ABN 93 959 900 636

## Poynter Farmers Market Charter

24<sup>th</sup> AUGUST 2010

### Aims

- Engage and interact with the local and broader community.
- Provide funds for the purposes of the Poynter Primary School Parents and Citizens Association (P & C)
- Provide a variety of high quality ,local, seasonal and fresh produce for sale which is mutually beneficial and at an affordable price to the local and wider community

### 1. Rules

- 1.1. All stallholders must abide by the Poynter Farmers Market(PFM) Rules(Attachment A)
- 1.2. The PFM sub-committee has the power to change the rules as need be, under the proviso that any such changes be reported to the P & C.
- 1.3. The P & C has the power to overrule any changes made by the PFM
- 1.4. Failure by any stallholder to adhere to these rules may result in trade suspension or termination.

### 2. Operating Times

- 2.1. The operating times for the market shall be every second Saturday between the hours of 9.00am and 12.00pm only
- 2.2. Stallholders shall not commence setting up before 8.00am
- 2.3. The market will operate every second Saturday only.

### 3. Stalls

- 3.1. The number of stalls shall not exceed 20.
- 3.2. The stalls shall be located in the designated area (Attachment C).
- 3.3. All temporary structures associated with the market shall be removed at the completion of the Market.
- 3.4. The area containing the Market is to be kept in a clean and tidy condition at all times during and following the operation of the Market

### 4. Vehicle and Traffic Management

- 4.1. Customer parking of 26 bays shall be provided free of charge in the eastern staff car park without seeking any donation for parking at all times the market is operating.
- 4.2. The parking bays shall be marked in accordance with the Australian Standard for Off-street Car Parking(AS/NZS 2590.1 – 2004) and the marking is to be maintained thereafter.

- 4.3. The former second driveway at the northern end of the car park is to be marked "No Parking" to enable vehicles to turn around and exit in a forward direction.
- 4.4. Stallholders may only use cars , vans and utilities , but may not use larger vehicles , such as trucks to transport goods to or from the market.
- 4.5. All stallholder parking shall be provided on the school oval located to the west of the school.
- 4.6. All stallholder vehicles shall enter the site between the netball/basketball courts off Griffel Way and shall be parked by no later than 8.45 am at which time the accessway is to be gated off to prevent customer access.
- 4.7. Access to this parking area shall be prevented at all times during the operating hours of the market.
- 4.8. The accessway between the netball/basketball courts is to be stabilised and defined and thereafter maintained by gravel or other suitable surface treatment acceptable to the City of Joondalup.
- 4.9. Signage shall be provided within Poynter Drive for vehicles approaching from both the north and south , directing customers to the eastern staff car park accessed off Poynter Drive. Provide a sign in Griffel Way for the small amount of vehicles approaching from the west advising that parking is provided off Poynter Drive.
- 4.10. Rope off the access to the small car park off Griffell Way , with additional signage directing customers to the Poynter Drive car park.
- 4.11. Provide a sign in Griffel way to identify access point for stallholders and rope off this access after 8.45am to ensure no customers attempt to access the site at this location.
- 4.12. A parking attendant is to be provided in Griffel Way from 8 am to direct stallholders to the appropriate access point and parking area.
- 4.13. A parking attendant will be provided at the main car park from 8.45am to ensure full utilisation of the on site car park.

## 5. Rates and Fees

- 5.1. Rates (Attachment B) are subject to variation in accordance with the market rules.

## 6. Management

- 6.1. The P & C shall appoint a sub – committee (PFMC) to be responsible for the establishment and management of the market.
- 6.2. The PFMC shall report to the P & C at each scheduled P&C meeting.
- 6.3. The P & C is accountable for all decisions made by the PFMC.
- 6.4. The P&C shall appoint a market manager.
- 6.5. The PFMC shall meet on a monthly basis.
- 6.6. The P & C shall have the final say in any disputes , appeals and matters relating to the PFM
- 6.7. The minimum composition of the Poynter Farmers Market committee shall be :  
Market Manager  
Treasurer of the P & C  
President of the P & C  
A Grounds Committee member  
A School representative (Principal or Delegate)

## 7. Publicity

- 7.1. No information , publication, document or article for publication concerning the PFM shall be issued without the consent of the P&C

## 8. Electrical testing and tagging requirements

- 8.1 All equipment must comply with the Act and bear electrical test tags as required by the City of Joondalup.
- 8.2 Generators are not to be used on site

**9. Noise**

9.1 There shall be no amplified sound permitted without prior written approval from the City of Joondalup

**10. Insurance.**

- 10.1. The Poynters Farmers Market site is covered by Public Liability Insurance Policy.
- 10.2. It is the responsibility of each stallholder to ensure they hold a current Product & Public Liability Insurance whilst they are trading at the PFM.
- 10.3. The stallholder is required to provide a copy of their insurance Certificate of Currency with their stall application.

**11. Amendment of this Charter.**

- 11.1. This Charter shall only be amended by the P & C
- 11.2. One months notice must be given for any meeting of the P & C at which an amendment of this charter is considered.
- 11.3. Stallholders, who are not members of the P & C , are not permitted to attend any P & C meeting at which an amendment to this Charter is being considered.
- 11.4. Stallholders or employees who are members of the P & C do not have voting rights on any issue where the P & C deems there to be a conflict of interest.

**12. Exceptions to Amendments.**

- 12.1 Clauses listed below can only be amended by The State Administration Tribunal:
  - Clause 2.1
  - Clause 2.2
  - Clause 2.3
  - Clause 3. In its entirety
  - Clause 4 In its entirety
  - Clause 8 In its entirety
  - Clause 9 In its entirety

**13. Disclaimer.**

The Poynter Farmers Market , its directors, employees, servants or agents will not be under any liability in tort or contract or otherwise ( including but not limited to acts of negligence, breach of duty and/ or admissions) for any loss of income by any stallholder as a result of any stallholder participating in th PFM in anyway and for any loss of life and/or personal injury to any person and/ro damage to any property (wheresoever occurring) arising from or out of any accident, occurrence or event at the :

**Poynter Farmers Market  
Poynter Primary School  
39 Poynter Drive  
Duncraig, Perth  
Weastern Australia 6023.**

## Attachment A

# FARMERS MARKET RULES

(24<sup>th</sup> AUGUST 2010)

### 1. Location and Time

- 1.1. Poynter Farmers Market (PFM) will be held every fortnight at Poynter Primary School, Duncraig.
- 1.2. Market trading is between 9.00am and 12.00 pm every second Saturday.
- 1.3. Set-up is to be no earlier than 8.00am each Saturday out of respect for neighbouring residents.
- 1.4. Public sales must not take place prior to 9.00am.

### 2. Applications For Stalls

- 2.1. Payment is required at the time of application.
- 2.2. Payment must be made a minimum of two (2) weeks in advance.
- 2.3. An Application to trade must be renewed annually.
- 2.4. If the number of applications exceed the available stalls, the order of priority will be given to those stallholders who:
  - 2.4.1. Currently trade in the Poynter Farmers Market.
  - 2.4.2. Those who have traded at the Poynters Farmer Market during the previous 12 months.
  - 2.4.3. Those newly approved applicants by order of receipt.
- 2.5. A minimum of one (1) stall to be reserved for a refreshment stall.
- 2.6. One stall per week to be reserved for community service organisations.
- 2.7. If a stallholder decides to vary their application they must:
  - 2.7.1. Resubmit a new Application to Trade.
  - 2.7.2. A \$10 resubmission fee is required with the new Application to Trade.
  - 2.7.3. A minimum of one (1) weeks notice is required prior to the variation taking effect.

### 3. Insurance

- 3.1. All stallholders must provide the Market Manager with Product Liability Insurance "Certificate of Currency" prior to commencing trade.
- 3.2. It is the responsibility of the stallholder to ensure a renewal copy is forwarded to the Market Manager annually.
- 3.3. If insurance is not current, stallholders will not be allowed to trade.

### 4. Stallholder and Produce Eligibility

- 4.1. Priority will be given to stallholders who are farmers, growers, producers, bakers, cooks or gardeners who produce what they offer for sale
- 4.2. If a stallholder wishes to sell produce on behalf of another producer they may do so at the discretion of the PFM Committee.
- 4.3. Priority will be given to producers supplying biodynamic, organic and minimal spray produce and practising ethical farming methods.
- 4.4. All produce sold at the PFM must originate in WA as the aim is to support a variety of regional growers. If a stallholder wishes to sell produce from outside of WA it will be considered by the PFM Committee
- 4.5. To ensure diversity no more than 20% of stalls will be allocated to any one item. This may be varied from time to time at the discretion of the PFM Committee.
- 4.6. Any changes to stalls and produce must be approved by the Market Manager and be covered by the appropriate permits.

**5. Stall assignment**

- 5.1. Assignment of stalls will be on a first come first served basis although priority will be given to regular weekly stallholders.
- 5.2. If a stall holder has a permanent site and leaves for more than 3 consecutive weeks the space could be forfeited (unless seasonal holidays have been pre-arranged with the Market Manager). The Market Manager will try to re-allocate the original space, however, if a new regular stallholder has filled that space, they will not be asked to move.
- 5.3. Stall distribution and location is at the discretion of the Market Manager in line with the best interests of the PFM.
- 5.4. There will be a seasonal plan of the set-up kept by the Market Manager available for viewing every week.
- 5.5. The PFM reserves the right at any time to alter the size, shape and position of stall sites as may be necessary for the best interests, risk management and legal requirements of the market.
- 5.6. Stallholders are to provide their own stall tables, shade and all equipment required to trade.
- 5.7. There is no storage available at the School.

**6. Access and Setup**

- 6.1. Access to site is from 8.00am, Stallholders must display PFM access permit on dash of vehicle for quick access.
- 6.2. Vendors are required to have their site ready, with all exhibits displayed and ready to trade from 9.00am.
- 6.3. Stalls must be properly staffed by a competent representative during operating hours.
- 6.4. Limited parking is available for stallholders in an allocated area.
- 6.5. Stalls cannot be dismantled before 12.00pm.
- 6.6. Vehicles cannot be moved between 9am and 12.00pm for public safety reasons.
- 6.7. All canopies/tents/umbrellas must be properly secured with appropriate weights/ropes to prevent them from moving or causing damage in windy conditions.

**7. Quality Assurance**

- 7.1. All stallholders are expected to maintain the Market's standards of freshness and high quality, reflecting the ethos and branding of the PFM.
- 7.2. Vendors are responsible for the presentation and maintenance of their site. Stalls must be in a clean and neat condition at all times.
- 7.3. 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.

**8. Waste Management**

- 8.1. Rubbish bins are to be provided for the public to use only.
- 8.2. All stallholders are responsible for the storage and removal of their own rubbish.
- 8.3. PFM has a plastic bag free policy and strongly encourages biodegradable packaging.
- 8.4. "Reduce, Reuse, Recycle" is our mantra and will be adopted at all times.
- 8.5. General rubbish and recycle bins will be provided for public use.

**9. Signage**

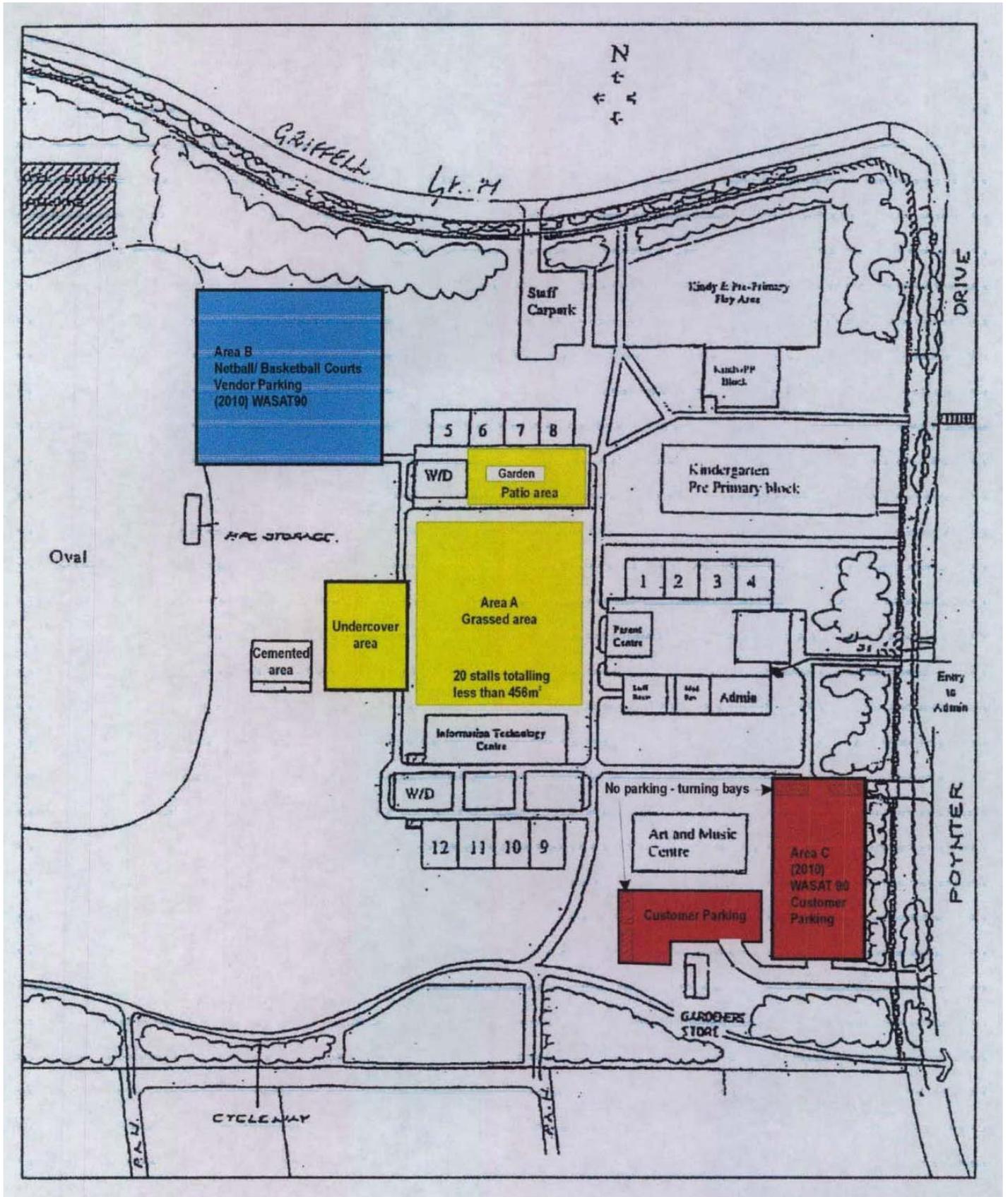
- 9.1. All stallholders must have clear signage that displays their name and address or the name and address of the producer they represent in a prominent location.

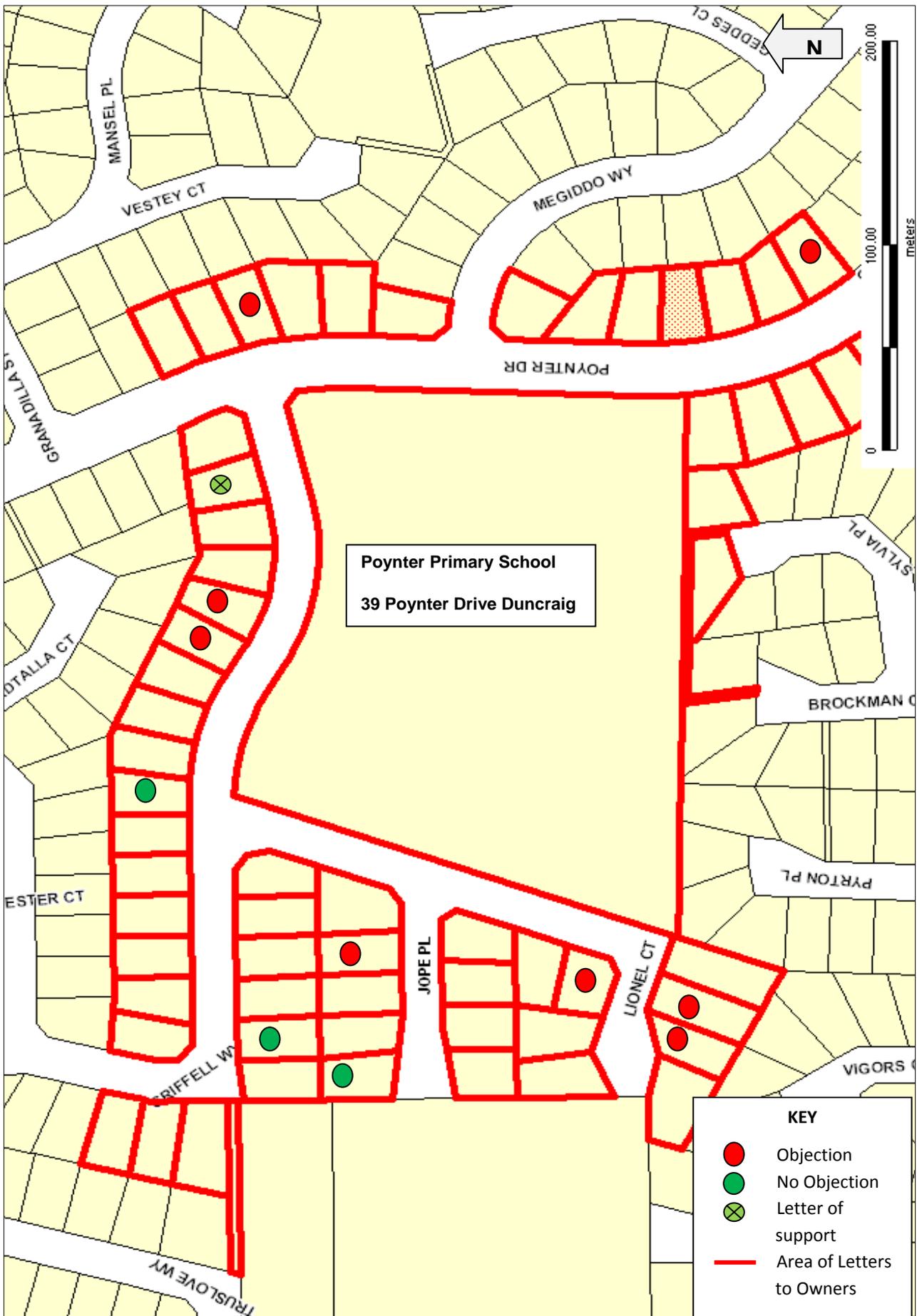
**10. Labelling**

- 10.1. All stallholders must comply with the appropriate labelling regulations and acquire any necessary licences or permits for selling or producing their products. Copies of these licences must be given to the Market Manager prior to trading at the PFM.

**11. Weights and Measures**

- 11.1. Stallholders must weigh all goods on site on certified scales as required under the Weights and Measures Act.
- 12. Food Safety**
    - 12.1. Stallholders must understand and comply with their obligations under the Food Safety Act as stipulated by the Health Department of the City of Joondalup. All food stalls will be required to obtain a Temporary Food Premises Licence from the City of Joondalup prior to trading.
- 13. Fees**
    - 13.1. All stallholders who sell goods at the PFM are required to pay rent for the space they use.
    - 13.2. Rent will be charged on an allocated area. Refer to the Schedule of Fees in Attachment B.
    - 13.3. Multiple space may be rented.No membership/loyalty programme is in place at this stage.
- 14. Cancellation Policy**
    - 14.1. Stallholders must notify the Market Manager no later than 12.00 pm on the Monday prior to trading for a missed Saturday otherwise full fees will be charged.
- 15. Orientation**
    - 15.1. Stallholders will be required to attend an orientation of the PFM prior to trading. This is to ensure that stallholders are familiar with the operational layout, facilities and requirements.
- 16. Complaints**
    - 16.1. Any complaints are to be reported to the Market Manager and to the vendor to whom the complaint is directed.
    - 16.2. When any vendors believe that the selling practices of another vendor are detrimental to the Market, the complaint must be addressed firstly to the Market Manager in writing. Failure to do so may be cause for loss of rights to hold a stall at PFM.
    - 16.3. If the issue cannot be resolved by the Market Manager a special meeting of the Committee will be called to deal with the matter. A majority vote can be cause for immediate cancellation of the right to hold a stall at PFM.
- 17. Termination**
    - 17.1. Stallholders are required to give and receive two (2) weeks notice in writing.
    - 17.2. PFM reserves the right to suspend from trading or terminate stallholders without notice in the event of gross misconduct or continued contravention of PFM rules.
- 18. Disclaimer of Liability**
    - 18.1. Stallholders will indemnify the organiser from any damage, expenses or liability arising from any injury or damages to any person, including the general public, the vendor or others, occurring either in the space occupied by the participant or elsewhere arising out of its occupancy or any thing connected with occupancy.
    - 18.2. The organiser will not be liable for any loss or damage to the property of the participants due to fire, robbery, accidents or any cause whatsoever that may arise from use and occupancy of the site.
    - 18.3. The organiser assumes no liability for any damages or losses resulting from or relating to the failure of the participant complying with the provisions of this agreement
    - 18.4. The organiser will not be responsible if a current 'Certificate of Currency' is not provided to the Market Manager.





<b>Estimate (evidence provided during the SAT hearing)</b>	<b>Actual</b>
Anticipated 90 – 120 vehicle trips per day on any particular road section.	<p>Griffell Way – maximum 97 vehicles which is within the estimate.</p> <p>Poynter Drive – maximum 168 vehicles recorded, being 48 more than estimate.</p>
Hourly traffic flows along Poynter Drive would increase by 30 – 40 vehicle trips per hour to 239-249 vehicles per hour on any particular road section.	<p>Between 9am to 10am vehicles increased by 51, and 52 vehicles between 10am and 11am, which is greater than estimated by 12 vehicles.</p> <p>The maximum vehicles per hour was 122 which is 117 less than the estimated total.</p>
Total traffic volumes along Poynter Drive would increase from 2,517 vehicle trips per day to a maximum of 2,637 vehicle trips per day, being an increase of 4.8%.	<p>Total traffic on Poynter Drive increased by 333 vehicle trips per day, which is a 20% increase (from 1676 to 2009).</p> <p>The total number of vehicles is still less than the 2,637 anticipated.</p>