

SAGE FARMERS E-MARKET TERMS OF USE FOR E-MARKET PRODUCERS

These Terms of Use and the accompanying Code of Conduct apply to all SAGE Farmers e-Market (SFe-M) producers current and future. The SAGE Farmers Market (SFM) Committee revises this document regularly as need dictates.

Upon signing the acknowledgement and acceptance of these Terms of Use and the Code of Conduct, every producer agrees that they are bound by them as at the date they sign and any subsequent modifications and updates to this document.

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

The most current Terms of Use and Code of Conduct documents are always available to read and download at the SFM website (www.sagefarmersmarket.org.au).

PHILOSOPHY & ETHOS OF THE SAGE FARMERS MARKET

The purpose of the SAGE Farmers Market (SFM) is to provide a marketplace for consumers to access locally grown or harvested food directly from the producers, under safe and controlled conditions.

It is the stated intention of the SFM to ensure and maintain an authentic market in which consumers can invest their trust that what they purchase from any SFM stall holder adheres to the SFM philosophy and ethos.

The SFM exists to support local primary producers and local secondary and tertiary producers who value add to produce sourced locally.

The SFM's additional purpose is to educate consumers about the multiple benefits of eating local produce and products and to raise awareness of the seasonality of local food. It also supports the over-arching aims of SAGE Inc to provide assistance and education to new and existing growers in our region to adopt sustainable agricultural practices.

The SFM Committee will protect the integrity and authenticity of the SAGE Farmers Market by implementing and policing these Rules & Regulations and the accompanying Code of Conduct.

CONTACT DETAILS

SFM Site Coordinator	Kate Raymond	0413 920 620
SFM Sub-Committee Chairperson	Stuart Whitelaw	0427 736 226
Email for all enquiries		markets@sageproject.org.au

SFe-M DEFINITIONS

LOCAL REGION

The SAGE Farmers e-Market region is defined as within a ~160km radius (as the crow flies) of the township of Moruya, Eurobodalla.

This extends to Shell Cove on the coast and Bowral & Myrtleville inland in the north, into the Great Dividing Range in the west and just beyond Eden on the coast and Delegate inland in the south.

PRIMARY PRODUCER

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

TERTIARY PRODUCERS

Producers of prepared, ready-to-eat food. Any ingredient in a tertiary 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 tertiary producers that best reflect this definition.

AGENT or RESELLER

A producer 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

Every week.

SEMI-REGULAR

Fortnightly, monthly or seasonally.

CASUAL

Sporadic.

SFe-M GENERAL TERMS OF USE

1. SAGE Farmers e-Market is expressly open to *primary, secondary and tertiary producers* from within the *local region* for the purpose of selling locally sourced food 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 producer 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 producer is the *primary producer* of the key ingredients.
2. The SAGE Farmers e-Market is only open to stall holders of the Tuesday SAGE Farmers Market at Riverside Park, Moruya, whether *regular, semi-regular or casual*.
3. No *primary produce* from outside the *local region* is permitted to be sold via the SAGE Farmers e-Market.
4. All *primary, secondary and tertiary produce and products* must be clearly, accurately and honestly listed with their origin and price.
 - 4.1. Prices must be consistent between the SAGE Farmers Market and the SAGE Farmers e-Market. SFe-M prices must not differ from prices at the corresponding Tuesday SAGE Farmers Market at Riverside Park, Moruya.
5. There is no limit on the number of *primary, secondary or tertiary producers* selling the same produce or same *value added products*.
6. The use of *agents and resellers* (i.e. selling another producer's products) is not permitted. This applies to *primary, secondary and tertiary producers*. This rule is fundamental to ensuring the authenticity and integrity of the market.

- 6.1. The exception to this rule is where producers 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*.
- 6.2. *Shared capital* arrangements must be declared on the SFe-M Producer Application Form and supporting evidence of these arrangements must be provided.
- 6.3. *Shared capital* arrangements must be approved by the SFM Committee.
7. *Primary, secondary and tertiary producers* must provide a copy of their Certificate of Currency with their SFe-M Producer Application Form for their own Public Liability Insurance for a minimum \$10,000,000 and Products Liability Insurance for \$10,000,000.
 - 7.1. Producers who are existing stall holders at the weekly Tuesday SAGE Farmers Market at Riverside Park, Moruya are exempt, provided they have already provided their Certificate of Currency with their SFM Stall Holder Application Form.
 - 7.2. Sustainable Agriculture & Gardening Eurobodalla Inc. and the SAGE Farmers Market Committee must be noted on the Certificate of Currency as interested parties.
 - 7.3. Producers may not trade via the SFe-M without adequate insurance cover.
 - 7.4. SAGE Inc can not provide insurance cover for SFe-M producers.
8. Producers may trade on a *regular, semi-regular* or on a *casual* basis and this must be indicated on the SFe-M Producer Application Form.
 - 8.1. Producers are expected to commit to trading via SFe-M on the basis they indicate.
9. SFe-M accounts are not transferrable. If there is a change in ownership of the *primary, secondary* or *tertiary* enterprise, the new owners must submit their own SFe-M Producer Application Form.
10. SFe-M producer trading fees will be deducted from the producer's sales generated through the SFe-M.
 - 10.1. Weekly trading fee is 5% of sales, excluding customer charges.
 - 10.2. Fees are not refundable.
11. SFe-M producers must provide bank details on the SFe-M Producer Application Form in order to trade via the SFe-M. Payments will only be made using this method. No cash or cheque payments will be made.
12. SFe-M producers must upload or update details of their produce or products for sale that week by Thursday 6.00pm.
 - 12.1. Late additions or corrections may be permitted, by arrangement with the SFe-M Coordinator.
13. Details of produce and products to be listed must be uploaded via the online website administration dashboard. An account will be created for each producer for this purpose.
 - 13.1. If this is impractical or impossible for a producer, other arrangements must be made in advance by contacting the SFe-M Coordinator.
 - 13.2. Producers will only have access to their own products.
 - 13.3. Training to use the website administration dashboard will be provided for producers at no charge.
14. Unless SFe-M already possesses a product image, arrangements will be made for an image to be produced. Producers may be charged for this service according to the SAGE Farmers e-Market Photography Policy.
 - 14.1. In the case of generic produce or products, the SFe-M will use the same image for all producers.
 - 14.2. To ensure consistency within the SFe-M, all images will be produced by the SFe-M Coordinator, or a photographer selected by the SFM Committee.
15. By listing produce or a product, the producer warrants that they will supply that produce or product as it is described in the listing and that the producer may legally sell the produce or product.
16. SFe-M producers are responsible for checking their listings for errors before the shop is open to customers at 12.00pm Friday.
 - 16.1. SFe-M warrants to employ best practice with listing products, however errors may occur. Producers have until 12.00pm Friday to make corrections themselves or notify the SFe-M Coordinator of any errors. If no notifications are received, the products will be listed as is.

- 16.2. The SFM Committee does not accept responsibility for any errors in product listings, except in the case of negligence.
- 16.3. Product details, including description, quantity and price, may be adjusted at any time up to and until the shop is open to customers at 12.00pm Friday. No changes will be permitted after this time.
17. SFe-M producers will be notified by email as and when each order is automatically processed by the website's e-commerce system.
 - 17.1. If this is impractical or impossible for a producer, other arrangements must be made in advance by contacting the SFe-M Coordinator.
18. Payments will be transferred to SFe-M producers on the Wednesday following the Tuesday market day. This allows for any errors or damage that may require refunds to customers.
 - 18.1. The SFe-M is not responsible for delays in producers receiving payments due to bank or PayPal transfer policies.
19. SFe-M producers must ensure their orders are ready for collection from their stalls at the Tuesday SAGE Farmers Market at Riverside Park, Moruya from 3.00pm.
 - 19.1. Orders must be grouped and packaged into individual customer orders and labelled with the customer's name and order number.
 - 19.2. All orders are pre-paid and as such, are a binding sale. Any orders not supplied could result in disciplinary action being taken by the SFM Committee.
20. SFe-M producers are not required to issue refunds, if one is due. The customer should be referred to the SFe-M Coordinator to organise a refund payment.
21. SFe-M producers must accept the various store policies as determined by the SFM Committee and are not permitted to set their own store policies. These can be found on the SFM website at (www.sagefarmersmarket.org.au/terms-of-use/ and www.sagefarmersmarket.org.au/privacy-policy/).
22. SFe-M Producer Applications will not be accepted unless and until the applicant has read, understood and indicated their acceptance of these SFe-M Producer Terms of Use and the accompanying Code of Conduct and Photography Policy with their signature(s) on the application form.
23. For any queries or problems, contact the SFe-M Coordinator:
 - 23.1. Kate Raymond 0413 920 620 markets@sageproject.org.au

ADDITIONAL RULES FOR PRIMARY PRODUCERS

24. A *primary producer* is determined by the definition stated in this document, above.
25. In addition to Rule 4, concerning produce and product listing, producers must not list anything as "organic", "biodynamic" or any other accredited term unless they can provide the appropriate accreditation to verify this.
 - 25.1. 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.
 - 25.2. 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 provided.
 - 25.3. Copies of any relevant accreditation certificates must be provided together with the SFM Online Application Form.
26. *Primary producers* may sell supplementary *secondary* and *tertiary products*, provided the key ingredients are their own *primary produce* and they have made the *secondary* or *tertiary products* themselves.
 - 26.1. If a *primary producer* sells any *secondary* or *tertiary products*, they must also comply with the additional rules specific to *secondary* and *tertiary producers* included in this document.
27. *Primary producers* must submit a product list with the SFe-M Producer Application Form, indicating the produce they are currently selling and intend to grow and sell online in the seasons ahead. This will be verified by the SFM Committee during their visit to the producer's farm or enterprise.
28. All *primary producers* will be visited at their farm or location of their enterprise at least once each year by members of the SFM Committee, at a mutually convenient time. The purpose of this is two-fold:

- 28.1. To create a “producer profile” published on the SFM website with some background information and photos of the producer, and
 - 28.2. To provide an opportunity for the SFM Committee to verify what the producer has stated on their application form as produce originating from their enterprise. This is a fundamental requirement for ensuring the authenticity and integrity of the market.
29. 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 (www.apvma.gov.au/residues/index.php), before offering their produce or products for sale.

SPECIAL RULES FOR FISHMONGERS

30. It is accepted that fish caught from outside the 160km radius from Moruya is considered locally harvested. However, only fish harvested by fishers based at ports within the *local region* may be sold via the SFe-M.
31. Fishmongers must ensure they comply with all applicable requirements of the NSW Food Authority (www.foodauthority.nsw.gov.au) and Food Standards Australia New Zealand (www.foodstandards.gov.au) for their products. It is the producer’s responsibility and obligation to determine what regulations apply to their products and to undertake the necessary steps to comply.
32. Fishmongers must be able to produce, upon request, current copies of the following documents:
- 32.1. For seafood caught in State Waters:
 - 32.1.1. NSW Department of Industries Fishing Business Card with Business Number (showing endorsements e.g. ocean trap and line)
 - 32.1.2. NSW Department of Industries Fish Receivers Permit
 - 32.1.3. NSW Department of Industries Daily Catch and Effort Record (showing fish caught and areas of fishing effort)
 - 32.2. For seafood caught in Commonwealth Waters:
 - 32.2.1. Australian Fisheries Management Authority Extract of Register for Applicable Fishery (e.g. Eastern Tuna and Billfish)
 - 32.2.2. Australian Fisheries Management Authority Fish Receivers Permit
 - 32.2.3. Australian Fisheries Management Authority Commonwealth Catch Disposal Record
33. 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

34. All meat products must be reared on the producer’s own land within the *local region*.
35. Meat producers must ensure they comply with all applicable requirements of the NSW Food Authority (www.foodauthority.nsw.gov.au) and Food Standards Australia New Zealand (www.foodstandards.gov.au) for their products. It is the producer’s responsibility and obligation to determine what regulations apply to their products and to undertake the necessary steps to comply.

SPECIAL RULES FOR PRODUCERS OF PLANTS AND PLANT PRODUCTS

36. 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.
37. 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.
- 37.1. For lists of weed species:
 - 37.1.1. <http://esc.nsw.gov.au/living-in/about/our-natural-environment/introduced-plants-and-animals/weeds>
 - 37.1.2. <http://www.shoalhaven.nsw.gov.au/Environment/Weedmanagement.aspx>
 - 37.1.3. http://www.begavalley.nsw.gov.au/cp_themes/default/page.asp?p=DOC-GPQ-71-65-36
 - 37.1.4. <http://www.bombala.nsw.gov.au/weeds.html>

- 37.1.5. http://www.cooma.nsw.gov.au/index.php?option=com_content&view=article&id=75:weeds&catid=190:weeds&Itemid=165
- 37.1.6. http://www.palerang.nsw.gov.au/images/documents/palerang/current/Noxious%20weeds/palerang_noxious_weeds_oct2011.pdf
- 37.1.7. <http://www.goulburn.nsw.gov.au/Compliance/noxious-weeds.aspx>
- 37.1.8. <http://www.act.gov.au/browse/topics/environment/weeds-and-pests>
- 37.1.9. <http://www.idnwa.com.au/whatisweed/noxious-weeds-of-the-illawarra/>
- 37.1.10. <http://www.wsc.nsw.gov.au/services/environment/flora-fauna/environmental-weeds>

38. Plant-based craft products are not permitted to be sold eg. terrariums, living sculptures etc.

ADDITIONAL RULES FOR SECONDARY PRODUCERS

- 39. A *secondary producer* is determined by the definition stated in this document, above.
- 40. 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*. The SFM Committee can provide assistance with sourcing ingredients, if required.
- 41. Where ingredients cannot be sourced from within the *local region*, they may be sourced from within Australia.
 - 41.1. 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. If other ingredients for the product concerned can be sourced locally, all attempts must be made to do so. These cases must be approved by the SFM Committee.
- 42. All processing of ingredients and products must take place within Australia.
- 43. *Secondary producers* may sell supplementary *primary produce* and *tertiary products*, provided the *primary produce* was grown by themselves and they have made the *tertiary products* themselves.
 - 43.1. If a *secondary producer* sells any *primary produce* or *tertiary products*, they must also comply with the additional rules specific to *primary* and *tertiary producers* included in this document.
- 44. *Secondary producers* must submit a product list with the SFe-M Producer Application Form, indicating the products they are currently selling and intend to sell online in the seasons ahead. This list does not need to be exhaustive, but should be indicative of the producer's intentions. This will be verified by the SFM Committee during their visit to the producer's enterprise.
- 45. All *secondary producers* will be visited at the location of their enterprise at least once each year by members of the SFM Committee, at a mutually convenient time. The purpose of this is two-fold:
 - 45.1. To create a "producer profile" published on the SFM website with some background information and photos of the producer, and
 - 45.2. To provide an opportunity for the SFM Committee to verify what the producer has stated on their application form as products originating from their enterprise. This is a fundamental requirement for ensuring the authenticity and integrity of the market.
- 46. *Secondary producers* must ensure they comply with all applicable requirements of the NSW Food Authority (www.foodauthority.nsw.gov.au) and Food Standards Australia New Zealand (www.foodstandards.gov.au) for their products. It is the producer's responsibility and obligation to determine what regulations apply to their products and to undertake the necessary steps to comply.

ADDITIONAL RULES FOR TERTIARY PRODUCERS

- 47. A *tertiary producer* is determined by the definition stated in this document, above.
- 48. Some *tertiary products* may not be suitable to sell via the SFe-M. The SFM Committee reserves the right to exercise its discretion in determining suitable and unsuitable *tertiary products*.
- 49. Non-local ingredients are permitted to be used in the production of *tertiary products*, only if those ingredients cannot be sourced locally. All efforts are expected to be made to source ingredients from within the *local region*. The SFM Committee can provide assistance with sourcing ingredients, if required.
- 50. Where ingredients cannot be sourced from within the *local region*, they may be sourced from within Australia.

- 50.1. 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. If other ingredients for the product concerned can be sourced locally, all attempts must be made to do so. These cases must be approved by the SFM Committee.
51. All processing of ingredients and products must take place within Australia.
52. *Tertiary producers* may sell supplementary *primary produce* and *secondary products*, provided the *primary produce* was grown by themselves and they have made the *secondary products* themselves.
 - 52.1. If a *tertiary producer* sells any *primary produce* or *secondary products*, they must also comply with the additional rules specific to *primary* and *secondary producers* included in this document.
53. *Tertiary producers* must submit a product list with the SFe-M Producer Application Form, indicating the products they are currently selling and intend to sell at the market in the seasons ahead. This list does not need to be exhaustive, but should be indicative of the producer's intentions. This will be verified by the SFM Committee during their visit to the producer's enterprise.
54. All *tertiary producers* will be visited at the location of their enterprise at least once each year by members of the SFM Committee, at a mutually convenient time. The purpose of this is two-fold:
 - 54.1. To create a "producer profile" published on the SFM website with some background information and photos of the producer, and
 - 54.2. To provide an opportunity for the SFM Committee to verify what the producer has stated on their application form as products originating from their enterprise. This is a fundamental requirement for ensuring the authenticity and integrity of the market.
55. *Tertiary producers* must ensure they comply with all applicable requirements of the NSW Food Authority (www.foodauthority.nsw.gov.au) and Food Standards Australia New Zealand (www.foodstandards.gov.au) for their products. It is the producer's responsibility and obligation to determine what regulations apply to their products and to undertake the necessary steps to comply.
 - 55.1. *Tertiary producers* must provide their NSW Food Authority Food Notify Number on their SFe-M Producer Application Form and will not be permitted to trade until this number is provided.
56. All containers and packaging used for ready-to-eat or -drink products should be biodegradable or recyclable, in keeping with the Eurobodalla Shire Council's efforts to reduce landfill waste and the stated aims of SAGE Inc to promote more sustainable behaviour.
 - 56.1. *Tertiary producers* may choose to sell products in re-usable containers and packaging. The cost of the re-usable container or package should be built into the price of the product and may not be sold separately.

SFM DISCIPLINARY PROCEDURES

57. Failure to observe these SFe-M Producer Terms of Use and the accompanying Code of Conduct can result in expulsion from the SFe-M. The SFM Committee considers the integrity and authenticity of the SFe-M is fundamental to the financial success of it and its producers and all steps will be taken to protect the SFe-M's good reputation and standards of quality.
58. If a producer is confirmed to be in breach of the SFe-M Producer Terms of Use or the accompanying Code of Conduct, they will be approached by the SFe-M Coordinator in person or in writing to explain the breach and a rectification and suitable timeframe to rectify the matter will be negotiated. If necessary, it will be referred to the SFM Committee.
 - 58.1. The producer must reimburse any costs to the SFM Committee that arise as a result of the process of negotiating a rectification, such as vehicle expenses to visit a farm or enterprise etc.
59. If that producer 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 of their expulsion from the SFe-M, effective immediately, by the SFe-M Coordinator. This will be confirmed in writing.
60. If a producer is expelled from the SFe-M, they may appeal to the SFM Committee in writing (PO Box 911, Moruya, 2537 or markets@sageproject.org.au), but they may not trade via the SFe-M until the matter is resolved.
 - 60.1. Any appeal to the SFM Committee will be dealt with according to the appeals procedures adopted in the SAGE Inc Constitution.
 - 60.2. The producer will be informed in writing of the result of their appeal to the SFM Committee.

- 60.3. The producer must reimburse any costs to the SFM Committee that arise as a result of the process of the appeal, such as vehicle expenses to visit a farm or enterprise etc.
61. In extreme cases, where a producer is found to be flagrantly disregarding these SFe-M Producer Terms of Use or the accompanying Code of Conduct, the SFe-M Coordinator may instantly suspend the producer's trading account until further notice, pending the deliberation of the incident or incidents by the SFM Committee.
 - 61.1. The producer will be informed in writing of the decision of the SFM Committee.
 - 61.2. The producer may appeal this decision in writing to the SFM Committee, in which case, the appeal will be dealt with according to the appeals procedures adopted in the SAGE Inc Constitution.
62. The SFM Committee reserves the right to make the final decision on disciplinary matters.