

## **SAGE FARMERS MARKET MORUYA RULES & REGULATIONS FOR STALL HOLDERS**

These Rules & Regulations and the accompanying Code of Conduct apply to all SAGE Farmers Market stall holders current and future. The SAGE Farmers Market (SFM) Committee revises this document regularly as need dictates.

**Upon signing the acknowledgement and acceptance of these Rules & Regulations and the Code of Conduct, every stall holder agrees that they are bound by them as at the date they sign and any subsequent modifications and updates to these documents.**

Stall holders will be notified of any changes to these documents and will be invited to respond before any changes are adopted.

The most current Rules & Regulations and Code of Conduct documents are always available to read and download at the SFM website ([www.sagefarmersmarket.org.au](http://www.sagefarmersmarket.org.au)).

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### **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.*

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### **CONTACT DETAILS**

SFM Site Coordinator	Kate Raymond	0413 920 620
SFM Sub-Committee Chairperson	Stuart Whitelaw	0427 736 226
Email for all enquiries		<a href="mailto:markets@sageproject.org.au">markets@sageproject.org.au</a>

## SFM DEFINITIONS

### LOCAL REGION

The SAGE Farmers 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 stall holder 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.

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## SFM GENERAL RULES & REGULATIONS

1. SAGE Farmers 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 stall holder 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 stall holder is the *primary producer* of the key ingredients.
2. No *primary produce* from outside the *local region* is permitted to be sold from the market.
3. All *primary, secondary and tertiary 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, secondary or tertiary producer* stalls selling the same produce or same *value added food products*.
5. Stalls must be attended by the producer, a business partner or their 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 manufacture them.
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 SFM Stall Holder Application Form and supporting evidence of these arrangements must be provided.
- 6.3. *Shared capital* arrangements must be approved by the SFM Committee.
7. To accommodate smaller producers, sites may be shared up to a maximum of three (3) producers per site.
  - 7.1. Site sharing is at the discretion of the SFM Site Coordinator. 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.
  - 7.2. Shared sites must be attended by each producer in the shared site arrangement, a business partner or their employee, as per Rule 5.
    - 7.2.1. If the site is attended by fewer producers than are sharing the site, it will be deemed an *agency* or *reseller* arrangement and the stall holders will not be permitted to trade.
  - 7.3. Each producer must provide their own Public and Products Liability or make their own arrangements with the SFM Site Coordinator.
  - 7.4. Receipts for the entire site fee(s) will be issued to only one (1) of the producers in the shared site. Receipts for insurance, if insurance is required, will be issued to the individual producers.
8. *Primary, secondary* and *tertiary producers* must provide a copy of their Certificate of Currency with their SFM Stall Holder Application Form for their own Public Liability Insurance for a minimum \$10,000,000 and Products Liability Insurance for \$10,000,000.
  - 8.1. Sustainable Agriculture & Gardening Eurobodalla Inc. and the SAGE Farmers Market Committee must be noted on the Certificate of Currency as interested parties.
  - 8.2. Stall holders may not trade without adequate insurance cover.
9. To accommodate smaller producers, SAGE Inc can provide Public Liability Insurance for \$20,000,000 and Products Liability for \$20,000,000 to a maximum of five (5) stall holders per week (averaged over a 12 month period) for a fee of \$7.00, on a week by week basis. Requests for this insurance cover must be made to the SFM Site Coordinator each week at least 24 hours before the market commences.
  - 9.1. If the weekly limit of insurance that SAGE Inc is permitted to provide is exceeded, priority is given to the stall holders who have made arrangements in advance.
  - 9.2. Stall holders may not trade without adequate insurance cover.
10. Power is available in limited supply. Stall holders must indicate their power requirements on the SFM Stall Holder Application Form and must confirm their request for access to power with the SFM Site Coordinator at least 24 hours before the market commences.
  - 10.1. Generators are not permitted to run during the market. All stall holders requiring refrigeration must utilise on-site power and switch off all generators.
  - 10.2. Any leads, fittings and associated objects forming part of the power supply for any site shall be positioned so as not to create a nuisance or danger to the health or wellbeing of the public or any other persons. Generally, all leads shall not be allowed to cross the road or footpath unless suitably elevated, such as being attached to the underside of an awning. All electrical cables are to be OH&S compliant and are to be tagged as approved by Workcover.
11. Sites may be booked on a *regular, semi-regular* or on a *casual* basis and this must be indicated on the SFM Stall Holder Booking Form.
  - 11.1. For *semi-regular* and *casual* bookings, producers must confirm their attendance with the SFM Site Coordinator at least 24 hours before the market commences.
  - 11.2. Specific sites cannot be guaranteed for *semi-regular* and *casual* bookings.
  - 11.3. First-time stall holders may conditionally attend without previously submitting the SFM Stall Holder Application Form, only by prior arrangement with the SFM Site Coordinator. They are expected to complete the form and provide their Certificate of Currency before setting up their site.

- 11.4. No on-the-spot applications will be accepted and no stall holders will be permitted to trade without prior arrangement.
12. All stall holders must inform the SFM Site Coordinator if they are unable to attend any market at which they are expected, by 2.00pm on the day of the market.
  - 12.1. If no notice is given to the SFM Site Coordinator by this time, stall holders will be charged the site fee for the non-attended week, in addition to the site fee due for the next attended market.
  - 12.2. After the first occasion of non-attendance without notice, the SFM Site Coordinator will make a reasonable attempt to contact the stall holder to discuss reasons for the non-attendance.
    - 12.2.1. The additional site fee may be waived at the discretion of the SFM Site Coordinator.
  - 12.3. If the SFM Site Coordinator is unable to contact the stall holder, the stall holder will be charged the site fee for every week that is missed until their next attendance, unless their site is occupied by another stall holder.
  - 12.4. Sites will not be held for stall holders after three (3) consecutive weeks of non-attendance without notice.
13. Sites are not transferrable. If there is a change in ownership of the *primary*, *secondary* or *tertiary* enterprise, the new owners must submit their own SFM Stall Holder Application Form and should not assume the same site will be made available to them.
14. Site fees will be collected by the SFM Site Coordinator or, if they are unable to attend the market, another member of the SFM Committee approximately half an hour after the market commences.
  - 14.1. Site fees:
    - 14.1.1. \$30.00 per 3m wide x 6m deep site
    - 14.1.2. an additional \$5.00 for a powered site
    - 14.1.3. an additional \$7.00 per stall holder for SAGE Inc insurance cover
    - 14.1.4. fees are not refundable.
15. The market commences at 3.00pm. No trade is permitted until this time. Stall holders 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 set up period for stall holders prior to the market commencing and to allow stall holders to set up in a safe and controlled manner.
  - 15.1. Stall holders may commence setting up from 2.00pm.
  - 15.2. Stall holders are not permitted to put aside or hold any products for customers who approach the stall holder on site before 3.00pm. All special requests must be arranged either via the SAGE Farmers e-Market or by directly contacting the stall holder, before the customer arrives at the market. This is to avoid confusion among customers of the market, who perceive such activity as trading before 3.00pm.
  - 15.3. 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 3.00pm to avoid congestion and delays when serving the public after 3.00pm.
  - 15.4. Stall holders must ensure that their site and associated fixtures shall be positioned to allow suitable access for pedestrians at all times and are adequately secured, given the frequency of high winds at Riverside Park.
  - 15.5. Vehicles not utilised as part of the stall set up may be parked directly behind the site, or removed to the adjacent parking area, provided the movement of the vehicle poses no danger to the public. No movement of vehicles is permitted after 3.00pm until the close of the market.
  - 15.6. Vehicle engines are not permitted to run or idle while the market is operating.
16. The latest permitted time to trade is 7.00pm, at which time all trade must cease.
  - 16.1. Stall holders are only required to remain open for trade until 5.00pm, but may choose to continue until 7.00pm.
  - 16.2. Stall holders may not commence packing up until after 5.00pm.
17. Stall holders 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.

18. Stall holders 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.
19. Stall holders are not permitted to smoke in the market precinct during the operating hours of the market.
20. Animals owned by SFM stall holders must be securely tethered, have access to water and shelter and kept controlled at all times. Stall holders are discouraged from bringing any animals.
21. Stall holders will be represented on the SFM Committee by two (2) *regular* stall holders, to be selected by all current *regular* stall holders on an annual basis.
22. SFM Stall Holder Applications will not be accepted unless and until the applicant has read, understood and indicated their acceptance of these SFM Rules & Regulations and the accompanying Code of Conduct with their signatures on the application form.
23. In the event of rain, contact the SFM Site Coordinator.
  - 23.1. Kate Raymond      0413 920 620      [markets@sageproject.org.au](mailto:markets@sageproject.org.au)
  - 23.2. The first point of contact for all stall holders on any matter is the Site Coordinator.

### **ADDITIONAL RULES FOR PRIMARY PRODUCERS**

24. A *primary producer* is determined by the definition stated in this document, above.
25. In addition to Rule 3, concerning produce and product labelling, stall holders must not label anything as “organic”, “biodynamic” or any other accredited term unless they can display 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 available on request of the consumer.
  - 25.3. Copies of any relevant accreditation certificates must be provided together with the SFM Stall Holder 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 SFM Stall Holder Application Form, indicating the produce they are currently selling and intend to grow and sell at the market 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 “stall holder 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](http://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 at the market.
31. Fishmongers must ensure they comply with all applicable requirements of the NSW Food Authority ([www.foodauthority.nsw.gov.au](http://www.foodauthority.nsw.gov.au)) and Food Standards Australia New Zealand ([www.foodstandards.gov.au](http://www.foodstandards.gov.au)) 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.

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](http://www.foodauthority.nsw.gov.au)) and Food Standards Australia New Zealand ([www.foodstandards.gov.au](http://www.foodstandards.gov.au)) 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.

#### **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](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](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](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 SFM Stall Holder 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 stall holder'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 "stall holder 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](http://www.foodauthority.nsw.gov.au)) and Food Standards Australia New Zealand ([www.foodstandards.gov.au](http://www.foodstandards.gov.au)) 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.

#### **ADDITIONAL RULES FOR TERTIARY PRODUCERS**

47. A *tertiary producer* is determined by the definition stated in this document, above.
48. Stalls for *tertiary producers* will be located together in a specific designated area within the market.
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 SFM Stall Holder 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 stall holder'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 "stall holder 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](http://www.foodauthority.nsw.gov.au)) and Food Standards Australia New Zealand ([www.foodstandards.gov.au](http://www.foodstandards.gov.au)) 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.
- 55.1. *Tertiary producers* must provide their NSW Food Authority Food Notify Number on their SFM Stall Holder 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.
- 56.2. *Tertiary producers* are required to provide a receptacle for disposal of the packaging for their products.

### **SFM DISCIPLINARY PROCEDURES**

57. Failure to observe these SFM Rules & Regulations and the accompanying Code of Conduct can result in expulsion from the market. The SFM Committee considers the integrity and authenticity of the market is fundamental to the financial success of it and its stall holders and all steps will be taken to protect the market's good reputation and standards of quality.
58. If a stall holder is confirmed to be in breach of the SFM Rules & Regulations or the accompanying Code of Conduct, they will be approached by the SFM Site 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 stall holder 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 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 SFM Site Coordinator. This will be confirmed in writing.
60. If a stall holder is expelled from the market, they may appeal to the SFM Committee in writing (PO Box 911, Moruya, 2537 or [markets@sageproject.org.au](mailto:markets@sageproject.org.au)), but they may not return to the market 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 stall holder will be informed in writing of the result of their appeal to the SFM Committee.
- 60.3. The stall holder 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 stall holder is found to be flagrantly disregarding these SFM Rules & Regulations or the accompanying SFM Code of Conduct, the SFM Site Coordinator may instantly suspend the stall holder until further notice, pending the deliberation of the incident or incidents by the SFM Committee.
- 61.1. The stall holder will be informed in writing of the decision of the SFM Committee.
- 61.2. The stall holder 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.