



MATAMATA FARMERS' MARKET CHARTER

Updated September 2025

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PURPOSE

- To encourage and strengthen the successful trading and growth of independent farmers, primary producers, home and professional growers, and those creating value-added products.
- To serve as a community-driven fresh food/essentials shopping alternative, focused on freshness, seasonality, and local provenance.
- To support both the economic vitality and social wellbeing of the Matamata-Piako district and wider Waikato region.
- To help educate the community about the nutritional and environmental advantages of choosing seasonal and locally produced foods.
- To strengthen local food systems, reducing reliance on imported products and enhancing resilience against supply disruptions.

Strategic Actions

- To encourage business growth in the Matamata-Piako district by offering a venue, promoting the Matamata Farmers' Market brand and philosophy, assisting potential applicants with guidance and enquiries, and providing an affordable pathway for new business start-ups.
- The market will continue to prioritise seasonality, freshness, and premium-quality products.
- Preference will be given to foods grown and produced locally, with a goal that at least 80% of all foods sold — and the stallholders themselves — originate from the local region.

ACCEPTABLE PRODUCTS

- 80% of all products sold at Matamata Farmers' Market must have been caught, grown, raised or produced locally. Value Added products must be based on local produce and ingredients, where possible.
- The Market's definition of local is approximately 100km radius or 2hrs drive from Matamata.
- An allowance of 20% has been allocated where the base product cannot be grown locally or even in New Zealand but the stallholder has added the majority of value locally.
- Some examples of this are imported coffee that is roasted, blended and packed locally or baked goods using local ingredients (i.e. meat, vegetables, fruit, dairy etc...) or South Island salmon that is processed, smoked and flavoured locally.
- This is primarily a food market – however as the aim is to be a fresh food/essentials shopping alternative, exceptions will be made for skincare, supplements and health products, kitchen related products, flowers, gardening products, and/or other essentials at the market organizer's discretion.

PRODUCT CATEGORIES

- All products for sale at the market must have been reared, grown or produced/manufactured by the person named on the application form.

- The market does not permit the purchasing/re-packaging/on selling of finished or imported goods.

There is an on-selling exception - **refer to category 1a below.**

- The stallholder may sell only products that they have listed on their approved application form.

- Growers of fresh fruit and vegetables need to detail their seasonal availability for each item they sell.

- Value Add/manufactured goods and Ready To Eat food must detail their full menu, including flavours.

- If you wish to add to your approved list during the year, please email the market manager with your request to add with reasonable notice.

Category 1: Grower/Producer (Primary Farm Produce)

- Food that you have reared or grown yourself.

- This includes products such as eggs, fruit, vegetables, herbs, olives, unprocessed meat and fish, seafood, milk, nuts, grains, honey and potted plants.

- Recreationally caught fish or home-killed/hunted meat & game etc cannot be sold.

Category 1a: Grower Producer on-selling

The only on selling that is permitted is in category one, Grower Producer. The produce being considered must not be able to be sourced in the local area from other grower/producers. E.g. Apricots or organic chicken.

If a stallholder is approved for these products and a local producer then applies, the on-selling agreement will cease.

Category 1b: Co-op Selling Arrangements

A group of growers get together to sell their produce under one banner. E.g. four growers join together and sell their products on one stall site.

The sellers each need to complete an application form under the co-op name to let us know their full name, address and what they are wanting to sell at the market. E.g. organic mandarins.

One person must sell at the market with knowledge of all produce being sold.

Existing market members may join together to sell on one stall. How they pay their stall fee on the day is up to them to sort out. This needs to be communicated to the Market Manager prior to the agreement beginning.

For categories 1a and 1b you are to contact the Market Manager to see if you fit into these categories and approval must be given before any arrangements can start at the market.

Category 2: Value-Added/Manufactured Products

- Food that has had some processing by you.
- This covers products like oils, wine, jams, preserves, breads, cakes, desserts, processed meats and fish, butter, cheese, yogurt, ice cream, and fruit juices, where the primary ingredient(s) are locally grown. For example, strawberry jam should be made with strawberries sourced from the region. You may be required to provide proof of local content in the products you sell.

Category 3: Ready to Eat

- Food and beverage service providers that do not fall into the above categories.
- Stallholders are to provide a suitable breakfast/brunch/beverage menu and change this to reflect food seasonality if possible.
- It is recommended that stallholders support fellow market stallholders by purchasing goods from them to use in the breakfast/brunch/beverages that are offered.

STALLHOLDER CATEGORIES AND FEES

Regular Stallholder

This is for those businesses that would like to participate regularly (defined once a month or more) at the market or on a seasonal basis, i.e. all summer.

\$30 per market day for a site up to 3m x 3m or \$55 per market day for a double site measuring 6m x 3m.

Casual Stallholder

Stallholders that wish to attend either 1) as a one-off attendance 2) less than monthly regularity, OR 3) for a very short consecutive period of up to six market days can attend the markets as a Casual Stallholder. There is a slightly higher weekly fee for this.

\$35 per market day for a standard 3m x 3m site or \$60 per market day for a double 6m x 3m site.

Community Table Stall

At the discretion of the market team/Trust on a case by case basis.

All Stallholders

- The stall fee covers the provision of site space, management and marketing of the Matamata Farmers' Market, market assets and day to day operation through the employed staff.
- Fees are reviewed annually by the Trust in accordance with meeting financial obligations including the management, marketing and promotion of the markets.
- Stallholders' weekly fees are paid to the market manager each market day and can be paid via Eftpos or cash.
- The market venue has limited power for food truck access only – there is an additional stallholder fee to have power (outlined in the application form).
- If you are using a generator please ensure this is placed in a safe position behind your stall away from visitors.
- Stallholders are responsible for supplying their own tables/trestles, bags and other packaging and gazebo.
- Vehicles are not allowed on the Green (grassy area) unless under extenuating circumstances. All vehicles can be parked behind stalls on the roadway around the Green whilst setting up, and some can stay there for the entirety of the market. If you need to move your vehicle, please be considerate and move it to a space not near to the Green so we can save those spaces for visitors.

LOCATIONS AND TIMES

Times - The market will operate for Summer 2025 initially* - every Sunday of the month *except* the second Sunday. Official selling hours are from 8am until 12.30pm.

Any sales prior to 8am are only to be to fellow stallholders. Please check that the person who wishes to shop prior to 8am is involved with a stall. Remember that prior to 8am the market area is still a set up zone.

Location – Railside Green, Hetana Street Matamata

*following completion of the season (proposed 1st March 2026) we will close for the winter with the view to gather feedback, assess ongoing viability, and all going well restart for Summer 2026 as a year round market.

SITE AND STALLHOLDER RESPONSIBILITIES

Clean-up and Rubbish

All stallholders must ensure that their stall site and the area that surrounds it is left clean and tidy once the market closes each day. Rubbish bins are provided for customer use only at the market. Stall holders must take their own rubbish away with them.

Health and Safety

All stallholders must trade in accordance with the Food Hygiene Regulations 1974 or The Food Act 2014. Requirements are monitored by the Matamata-Piako District Council.

- Perishable items must not be displayed in direct sunlight.
- Smoking or vaping by stallholders is not permitted within the confines of the market.
- Stallholders must not trade under the influence of drugs and/or alcohol at any time.
- All food other than fruit and vegetables must be prepared and pre-wrapped in a registered premise. A copy of the current registration certificate for the premises where the food is prepared must be attached to your application. Processed food must remain in its pre-market packaging while on display.
- All meat and fish must be kept at or below 2°C when being transported to the market and displayed for sale.
- Shellfish in shells must be kept at or below 10°C.
- All cheese must be made and pre-wrapped on registered or approved premises and must be stored below 10°C.
- Stallholders selling readily perishable food must have a thermometer and be able to demonstrate storage and display temperatures are within the correct zone.
- Food must be displayed at least 45cm off the ground.
- Food that is prepared/cooked at the market must be in accordance with an approved plan under the Food Act (2014).
- All stallholders selling eggs must have an Risk Management Programme.

Market Food Permits

Most applicants* must contact their local Council to implement either a Food Control Plan (FCP) or a National Programme (NP). Stallholders CANNOT trade until they have a registered FCP or a NP. Please contact your local Council for advice on what you need to do. Some stallholders are exempted from such a process, please ask your Council if that is your case. Your current registration certificate must be submitted with your application form. If you are selling organic products, your relevant organic certification must also be supplied.

*Growers who do not process their fruits/veges/fungi any more than washing, trimming, etc typically do not need to register under the Food Act 2014. However you still have a responsibility to provide safe and suitable food.

Labelling and Signage

- All stallholders will be expected to comply with the Australia and New Zealand Food Standards Code, including the requirements to correctly package, label and describe added value/manufactured goods. Further information is available at www.foodstandards.govt.nz and www.foodsafety.govt.nz.
- All organic produce must be certified by the relevant “accredited” certifying body (e.g. Assure-Quality Organic or OFNZ) and be labelled Certified Organic. Evidence of certification must be provided upon application and displayed at each market. Non-certified produce cannot be labelled and/or sold as organic, but can be labelled as “Spray-free” or similar.
- All prices (per kilo or per item) must be clearly visible. If selling per kilo, certified calibrated scales must be used and stallholders must comply with legal requirements <https://measurement.govt.nz/calibration/>

Site Safety

- All stall holders must comply with their obligations under the Health & Safety Act 2015. Stall holders must take steps to eliminate or minimise hazards.
- Stallholders must confine displays and signs to the stall site and keep pathways clear for shoppers.
- All stalls must be set up by 15 minutes prior to opening and all vehicles* that are not necessary for the display or sale of food must be moved to the nominated off-site stallholders’ car park.
- Stallholders must not dismantle their stalls or begin packing up until the close of the market at 12.30pm.
- No vehicles* are to be moved onto and off the market site until after the close of the market **12.30pm.**
- Stallholders must take all due care when driving onto, around and off the market site, and drive no faster than 10kmh.
- Stallholders are responsible for maintaining their site in a clean and tidy condition at all times and are encouraged to present an attractive site.

*As the market grows the site manager may at any time, order the removal of any vehicles from within the confines of the market.

Rules of Conduct

All stallholders are expected to conduct their business in a courteous and professional manner while trading at the market.

The site manager has the authority to immediately suspend the trade of any stallholder who disregards the rules of conduct, pending an investigation by the Trust.

The following behaviour will not be tolerated:

- Publicly aired arguments with customers or stallholders or site managers
- Public swearing
- Intimidation or harassment of any kind
- Failure to comply with the site managers' directions
- Carrying out any activity that is in serious breach of the Market Charter
- Carrying out any activity that threatens the markets conditions of resource consent therefore threatening its future viability
- Denigrating the market, the site manager, market staff or other stall holders to customers and stallholders at any time, in any way (verbally, on social media or written)

Please see the market manager if you wish to put forward an official written complaint.

Presentation

- Stallholders will be expected to be neat, suitably dressed and deal with the public in a courteous manner. It is recommended that covered in shoes are worn within the market environment.
- Products should be displayed attractively, with due regard for consumers and other stallholders.
- Tastings of products are strongly encouraged. Produce or products prepared or opened for tastings cannot then be sold.

Plastic Free

- The market aims to be plastic-free.
- Market attendees will hopefully come prepared with their own bags to transfer goods into from your display containers.
- Where you need to provide plastic packaging, ideally only backyard compostable packaging are permitted for your goods or are at least commercially compostable.
- The exceptions are where packaging must meet particular food safety regulations such as for meat, fish and cheese.

● Where the stallholder believes compostable bags or alternative packaging is materially reducing the shelf life of the product, they may make a submission to the market manager/Committee to consider an exemption.

Quality of Produce

● Preference will be given to sustainable farming practices, either as primary produce or as an ingredient in value added food.

● Produce should be picked as close to market time as possible and stored and handled in such a manner as to preserve freshness until the market opens.

● Stallholders must guarantee against selling “unmarketable” produce. This includes a requirement to adhere to manufacturers’ instructions in relation to products used to grow, produce or prepare processed goods. For example, the withholding period between use of crop sprays and consumption.

● Different grades of produce can be sold but these must be clearly labelled as such so consumers are making an informed choice.

● Genetically modified produce will not be permitted.

● Only free-range eggs and meat (sold as primary farm produce or as an ingredient in value added food) are allowed to be sold.

CONDITIONS OF MARKET ENTRY AND CONTINUED TRADE

Site Checks / Auditing

An initial site inspection or audit of a new stallholder’s business *may* be required before they begin trading at the market. This ensures that the products offered are genuinely grown or produced by the applicant, and that both the products and production practices comply with local council and food safety regulations. Additional information may be requested alongside your application and site audit to confirm compliance.

Additional audits may be carried out to investigate practices that are not permitted at the Market, including:

- On-selling – Buying goods from another producer or grower to resell at the market. This is strictly prohibited, unless specifically approved under Category 1A by the Market Manager. Stallholders must primarily sell products they have grown or produced themselves.
- Bulking-up – Increasing stock by buying produce that you also grow and mixing it with your own in order to boost volumes.
- Cross-over – Stallholders who sell at other markets that permit on-selling may not bring unsold, bought-in products from those markets to sell at Matamata Farmers’ Market.

Stallholders should take pride in their products and be willing to demonstrate transparent business practices. The Market Manager has the authority to suspend the sale of any goods under investigation. Failure to comply with a request for a site inspection will result in the suspension of the goods in question and may lead to permanent loss of trading rights at the market.

Stallholders may only sell the products listed in their application. Adding new products or significantly altering existing ones requires prior approval from the Market Manager. In such cases, a new application may need to be submitted, and further site checks or audits may be carried out.

Setting Prices

- The market supports fair competition and customer choice as the foundation for growth. Stallholders retain the right to set their own prices, while customers maintain the freedom to choose where they purchase.

However, deliberate undercutting that devalues other stallholders' products or threatens the sustainability of genuine producers is not permitted. The Market Manager and/or Committee may review pricing where there are concerns of unfair trading practices. If necessary, stallholders may be asked to justify their pricing structure to ensure it reflects the true cost of production and complies with market rules. The Market Manager has the authority to request adjustments or take further action where pricing is found to be harmful to fair competition.

- Stallholders should ensure their measuring scales are accurately calibrated, as per standard trading regulations. <https://trademeasurement.tradingstandards.govt.nz/>

Sales Figures

From time to time, all stallholders are required to provide (anonymously) a gross weekly sales figure. This statistical data is important to the market – to confirm seasonal trends, for funding applications, knowledge of how much money is spent in the local economy, etc. We assure you that data collection will be anonymous and for a purpose.

Collated data will be communicated to stallholders on request.

Insurance

- The Market is covered by Public Liability insurance which covers injury to the public in the event of an accident.

- Stallholders are encouraged to seek appropriate insurance cover and to minimise risk to themselves, their employees and their customers. Stallholders trade at the Market at their own risk.

Non-Attendance / Lateness

- Stallholders are required to give the market manager no less than 48 hours notice if they will not be attending the market, so that the manager may rearrange the market accordingly. Stallholders will still incur site fees if timely notice is not given.

- Stallholders who consistently arrive late to the market will be issued with an official warning. Any continuance may result in suspension of trade or expulsion from the market.

Disclaimer of Liability

- Matamata Farmers' Market will not be liable for any loss or damage to the property of the stallholders due to fire, robbery, accidents or any cause whatsoever that may arise from use and occupancy of the site.
- Matamata Farmer's Market assumes no liability for any damages or losses resulting from or relating to the failure of the stallholder to comply with the provisions of this agreement.

Other Information

- Resource consent requires that stallholders do not arrive on site and set up their stalls before 6.00am.
- Stall layout will be at the discretion of the market manager in line with the best interests of the market. A market plan will be kept by the site manager and will be available to see at the market information stall on market days. The site manager reserves the right at any time to alter the size, shape and position of floor plans as may be necessary for the best interests and legal requirements of the market.
- Sharing of site space may be permitted with prior agreement of the site manager.
- The Market Trust is committed to ensuring that a broad range of produce is available and that the market is not dominated by one particular type and/or variety of product unless they have significant points of difference. The market manager retains the right to decline a stallholder application if we have too many of one type of product. In general we aim for no more than two of each category.
- Matamata Farmers' Market encourages all producers to use natural / recycle-able materials to package food, within food safety guidelines, wherever possible.
- This Charter will be reviewed by the Matamata Farmers' Market Trust each year.

Complaints Process

- Any initial concerns or suggestions should first be raised with the Market Manager.
- Formal complaints must be submitted in writing, either directly to Matamata Farmers' Market, or handed to the Site Manager or a Committee member.
- All written complaints will be presented at the next meeting of the Trust. The Trust will review the matter and decide what action, if any, is required. A written response will then be provided to the complainant outlining the outcome and any actions to be taken.
- Stallholders who are the subject of a complaint are required to fully cooperate with the Trust during the investigation of a complaint or breach of the Market Charter (Conditions of Entry and Continued Trade).

● The Trust reserves the right to revoke a stallholder's trading permit and market membership if they are found to be in serious breach of the Market Charter, or if they refuse to cooperate with the Trust during an investigation (for example, by refusing a site inspection or audit).

Please bring any initial concerns or suggestions to the attention of the market manager.

Write to:

Market Manager, Shayna Gaskell – info@sapphireevents.co.nz

APPENDIX A – DEFINITIONS

Primary Producer

The primary producer is the seller and is someone who works on the production of produce, and or family members who have knowledge of the produce.

Local

Local is defined by the Market as within 100km radius or 2hrs drive from Matamata.

Value Added

A value added product is any product that is not in its original state. For example, a lemon is a primary product; lemon honey is a value-added product. Another example, pork is a primary product; bacon and sausages are value added. Milk is a primary product and yoghurt and cheese are value added. Bagging fresh vegetables such as chopped pumpkin is not considered sufficient processing to be considered value added and is still classified as primary produce which therefore must still be grown by the stall holder.

Other Local Produce

Other local produce means that the value adder does not grow the produce themselves, but sources at least the most significant ingredient directly from a local grower.

Most Significant Ingredient

That which makes up the highest percentage of the product, or an ingredient that defines the product, for example, strawberries in strawberry jam, or blueberries in blueberry pie.