



edibLE16

Producer Terms and Conditions

Version 2, effective from March 2016

edibLE16 is a not-for-private profit social enterprise set up as a limited company. It works for, and represents the interests of, both food producers (small and large) and food consumers. We are very pleased that you are interested in selling local produce through edibLE16. We want trading to be a good deal for you as well as a good deal for our customers.

This document sets out some guidelines of how we want to work with our producers. Please talk to us if you would like any amendments making to meet your circumstances. The edibLE16 Board will make the final decision as to whether any changes you suggest are acceptable.

The document is part of the agreement between edibLE16 and its producers.

These are the aims of edibLE16:

- To increase access to and availability of local products by supporting local farms and food producers
- To reduce food miles and the use of fossil fuels
- To encourage and support producers to work in sustainable and ethical ways
- To strengthen the Market Harborough Community
- To build supportive and understanding links between producers and consumers
- To provide practical experience and learning for members, including farm experience
- To enable people to understand how food is produced and supplied
- To enable people to work democratically and be responsible for their local food system
- To learn from and co-operate with similar enterprises
- To be transparent in all its affairs
- To work on fair terms with producers and offer fair prices to consumers
- To provide everyone involved with social links, nourishment and fun
- To retain money within the local economy
- To provide paid and unpaid work opportunities

edibLE16 would expect to see local producers making continued efforts to adopt more sustainable approaches to production methods, and to engage with our aims.



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Location of your farm or where you produce food / drinks

1. We want to work with producers who are based within 16 miles of Market Harborough. However, where no producer exists for a product within 16 miles, a 'guest' may be accepted from within a 30 mile radius of LE16 and be regarded as a local food producer. Due consideration will be given by the board when guest producers apply to be part of edible16 from outside the 30 mile radius. Guest producers will be replaced by a producer within 16 miles if a suitable producer applies to join.
2. edibLE16 will accept new products onto its product list even if those products are similar to those already on the product list, as long as the producer of the new products is within a 16 mile radius of Market Harborough.

Pricing

1. Producers are asked to set their prices to reflect the aims of edible16. Prices should be competitive but fair, and reflect the fact that edibLE16 is offering a marketing service for your products and customer liaison. We are also trying to offer local food at prices which are as affordable as possible to edibLE16 customers.
2. Producers may set the Retail Price they would like to see their produce sold at, and edibLE16 will then take an agreed percentage as Commission for selling produce on the producer's behalf.
3. Alternatively producers may prefer to sell their produce to edibLE16 at a Wholesale Price, and edibLE16 will then add an agreed Mark Up to create the Retail Price.
4. The agreed Commission or Mark Up will be between 20% and 30% and will be used by edibLE16 to cover operating costs. edibLE16 is not-for-private profit company and has no profiting shareholders. Decisions about any surplus income will be made according to the principles and aims of edibLE16. One of edibLE16's principles is to give as high a price as possible to producers as well as offering a fair price to its consumers.
5. Where edibLE16 incurs costs beyond basic running costs on behalf of producers (e.g. fees for running external events), it may pass some or all these costs on to producers.
6. edibLE16 is not VAT registered. Most food products are zero rated for VAT, but it is the producer's responsibility to check the position for their products, and ensure that they have taken the appropriate steps.

Payment

1. Producers working with edibLE16 need to have a bank account and make those details available to edibLE16. Payments will be made by direct payment from edibLE16's bank account, usually within one week of the delivery day. Producers will be paid even if the customer does not show up on collection day.
2. For those producers setting a Wholesale Price and supplying an invoice, payment will be as per the terms of the invoice. The invoice must include VAT details where relevant.



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Selling your produce with edibLE16

1. Customer orders will close at midnight on Wednesday each week. Producers will receive an email on Thursday morning detailing what produce, if any, has been ordered from them. Producers should look out for their order, and contact edibLE16 if they have not been contacted.
2. Orders need to be delivered to the Pick Up Point (The Admiral Nelson Public House 49, Nelson Street, Market Harborough, LE16 9AX) between 12 noon and 4pm on Friday afternoon. Producers are expected to contact edibLE16 as soon as possible if there are any problems on delivery day (contact details are given on Page 4 of this document). **Once the edibLE16 system has accepted a customer order, it must be honoured by the producer.**
3. If a producer cannot make their deliveries at the specified time, **an alternative arrangement must be agreed in advance** with edibLE16. If orders are delivered without notification, they may not be accepted by the staff at the Admiral Nelson.
4. Producers need to work with edibLE16 to keep their stock lists up to date. At least 1 weeks' notice from Wednesday to Wednesday must be given to increase or decrease stock levels, or to add or delete products from the catalogue.
5. Producers must provide an accurate description of their products including place of origin, ingredients, allergen information, weight, quality (e.g. size, appearance). Producers must also supply, or give access to, photographs of their products for display on the edibLE16 website. If needed, edibLE16 can arrange to take product photos on behalf of a producer, but there will be a charge for this service. **Producers are responsible for ensuring that there is no infringement of copyright for photographs or copy that they provide.**
6. Producers can offer cosmetically imperfect products, if they are offered with an accurate description and purpose for consumption (e.g. "Bramley apples. Have been stored for 4 months, some wrinkling and marking of the skin but flesh unblemished and good for cooking only").
7. edibLE16 wants to encourage small-scale producers. Producers can enter very small quantities of produce for sale. Producers do not have to offer products on every order date. Seasonal or occasional producers are welcome.
8. Producers can take holidays from the system, but are required to give at least 1 weeks' notice to inform edibLE16 of the days that they will not be trading.
9. If the producer makes a mistake in an order, (e.g. deliveries incorrect or damaged, produce not as described on the website), the producer is responsible for rectifying this by liaising with the customer(s) involved (e.g. taking the correct order to a home address the next day). If the producer and customer involved cannot find a quick resolution to the problem the edibLE16 manager will help to find a solution.
10. Producers are expected to promote edibLE16 on their website or through social media and marketing materials.



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11. Producers will be able to run special offers, discounts etc. Please contact the edibLE16 manager to discuss the details at least 1 week before, so as to ensure that it fits with other promotions being offered and to enable adjustments to the website.
12. There is no minimum order. If a single product is ordered, it must be delivered. However if this is not practical then please get in touch with the edibLE16 manager – there may be another producer near to you who could deliver the produce on your behalf.
13. Except for liability which we cannot by law restrict or exclude, we shall have no liability to you or any third party for any direct, indirect or consequential damages (including loss of profits), or any other any damages of any kind whether based on warranty, contract, (including negligence) or otherwise. Applicable law may not allow the limitation or exclusion of liability of certain damages, so this limitation or exclusion may not apply to you in its entirety.

Producer support

1. If required, edibLE16 will provide training and support for producers in using the edibLE16 website.
2. Producers and edibLE16 will provide means whereby issues, especially on Pick Up Day, will be dealt with swiftly and efficiently.
3. Each producer will have a review meeting with the edibLE16 manager at least every 2 years to discuss mutual issues and ideas for improvement. In addition, there will be an open meeting for all producers at least once a year.
4. edibLE16 will offer some help and guidance on such matters as Trading Standards and Environmental Health, but ultimately it is the producer's responsibility to ensure they are meeting all necessary regulations.
5. **The edibLE16 Manager can be contacted by mobile phone on 07534 780395, or by e.mail at manager@edible16.org.uk**

Meeting our producers

1. Producers are encouraged to offer occasional scheduled visits to their premises from customers, board members and edibLE16 staff if possible.
2. Producers are encouraged to offer an event or open day relevant to their business once a year for customers (e.g. fruit picking, haymaking, demonstrations, workdays to help on the farm, etc). These days are planned to make a useful contribution to the producer's business, as well as being informative and enjoyable for the customers.

Governance

1. Producers are all invited to join the Operations Team (which manages the day to day operations of edibLE16), or the edibLE16 Board. For more information on what is involved, contact the edibLE16 Manager (see overleaf for contact details).



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Notice to terminate contract

1. If you intend to terminate the contract and no longer trade through edibLE16, you are required to give us a minimum of one month's notice in writing to our registered address.
2. edibLE16 reserves the right to terminate the contract with a producer. In this case, one month's notification will be given in writing.

Our standards:

This section describes edibLE16's standards which apply to the products that you offer. If you meet most but not all of the standards, the edibLE16 Operations Team will still consider your application. edibLE16 will support producers' attempts to meet these standards wherever possible. edibLE16 will in most cases make a site visit before accepting your application.

General

1. We are focusing on signing up producers who are based within 16 miles of Market Harborough. However, if we do not have a producer for a particular product, we will consider producers from further afield.
2. Producers must be registered as a food business if the law requires it. Most suppliers will need to contact the environmental health department of their local council to register. Small suppliers of low risk items such as raw fruit and vegetables will not need to register but need to be aware of Marketing Standards for the products offered. (see edibLE16 *website producer support* for more information)
3. Suppliers must operate to a high and legal standard of safety and food hygiene and comply with trading standards and all other relevant legislation. If you are not sure about this, please seek advice from the environmental health and trading standards departments of the council. (see edibLE16 *website producer support* for more information)
4. If products require special delivery conditions e.g. perishable items – appropriate checks and verification of temperature controlled delivery will be undertaken.
5. All products will undergo packaging and quality checks on delivery to edibLE16 and will only be accepted if all of the above standards are met, and the quality of the goods meets that indicated on the edibLE16 on-line shop.
6. If a customer makes a complaint at the Pick Up Point, edibLE16 will attempt to resolve it, but may agree to make a refund and will adjust payment to the producer accordingly. If a customer makes a complaint after the product leaves the Pick Up Point the customer will be directed to contact the producer.



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Packaging

1. Packing and labels must comply with legislation e.g. Name, Place of Origin, Weight or volume, Ingredients, allergen information, nutritional information and where appropriate 'use by dates' etc. **It is the producer's responsibility to ensure that they keep up to date with changing legislation.**
2. Packaging must be suitable for edibLE16 activity. This includes a) suitability for storage for up to 12 hours in refrigerated conditions and b) handling by staff and customers (e.g. not too heavy to lift, sufficiently robust packs, etc). Please note that the room used for the Pick Up Point is on the first floor, so you will need to let edibLE16 know if you will require help to bring your produce upstairs.
3. Products need to come ready packed to comply with food hygiene regulation during storage at the Pick Up Point. Please speak to the edibLE16 manager if a product may need special care e.g. storage in a fridge or freezer.
4. edibLE16 would prefer producers to use environmentally benign packaging that meets food safety and trading standard obligations. (see website: *producer support for suggestions*)

The use of pesticides, herbicides, fungicides and artificial fertilizers

1. Due to edibLE16's aim of improving access to local produce the scheme accepts some non-organic suppliers who use pesticides, herbicides, fungicides and artificial fertilizers. If these inputs are used they must be listed in the appropriate section on the Joining Form.
2. edibLE16 hopes that producers will work towards reducing / limiting their use of such inputs.

Genetic Modification

1. Products offered must, wherever possible, be GMO free. If products cannot be guaranteed GMO free, this must be indicated on the Joining Form.

Transportation

1. Products which are chilled or frozen must be transported appropriately. If a temperature controlled environment cannot be assured then edibLE16 will not be able to accept products on behalf of its customers.
2. edible16 will undertake verification checks before accepting products at the Pick Up Point e.g. request details of time and length of journey, temperature monitoring of goods/chilled compartment.



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Animal welfare

	edibLE16 Acceptance Guidance
Local	All animals must spend a minimum of the last 20% of their lives within 16 miles of Market Harborough.
Feed	All animals must be fed on NON GM food.
Stocking density	All livestock stocking densities must be equivalent to The Soil Associations Organic standards. Please see website for more detail. Organic Certification is not required.
Access to outdoors	All livestock housing and outdoor access must be equivalent to The Soil Associations Organic standards. Please see website for specific animal details. Organic Certification is not required.
Vetinary procedures	Due to the complexity and the variety of answers that will be given for this question, each answer will be assessed on an individual basis. edibLE16 would want to know justifications for any procedure routinely carried out. Please give as much detail as possible on the Joining Form.
Travel	Maximum 2 hours. However, the shorter the journey the better.
Poultry / Eggs	Eggs used in food production (baking etc) must be free range. If a producer is selling eggs or chickens then they must be equivalent to Soil Association organic standards. Organic Certification is not required.

These Terms and Conditions may change from time to time. Producers will be notified if this happens, and the latest version will always be available on the website.