

# Marton Market Day Terms and Conditions

## Stalls and Market Layout

Market Management have the sole discretion whether to accept your application and they are under no obligation to give any reason for their refusal. The Market Management s' decision shall be final.

Market layout will be at the discretion of Market Management and will be designed in the best interests of Marton Market Day. A Market Plan will be emailed to stallholders one week prior to the event, upon request or when a significant change is made to the layout.

The location of your stall shall be determined by Market Management at its sole discretion.

Applications will be considered on the *first come first serve basis*, however, ensuring a broad range of stalls are available. The Applicant must specify all goods being sold. No subletting or sharing of stalls is permitted, unless approved by Market Management. You must ensure all products sold at Marton Market are true to your product description on the registration form.

A stall shall comprise of an area as laid out by the organisers and as agreed in confirmed booking; each stall holder shall be responsible to provide his/her own necessities to operate from there; shelter, tables etc. Power can be supplied to a food site, for an additional charge. There is a limited number of power sites available.

Generators may be used with the prior approval of Market Management. They must not exceed 60dB.

Please consider any aspects of your stall, e.g.: crowd gathering, accessing to site, noise etc that may infringe on other stall holders and the flow of the market. If we are notified we can work with you to try and accommodate these issues. Spill over room (room outside your site allocation) may be assigned to you with prior agreement with Market Management. In such a case you will be located in an appropriate site for this purpose. If no agreement has been made you must adhere to your allocated site size.

Each stallholder shall keep the stall clean, tidy and hygienic at all times and shall remove all rubbish off site at the close of the Event.

Hawkers, street sellers, buskers or product give-aways are not permitted at the Event without permission and registration.

Stallholders must not sell or promote any items that have an age restriction or are prohibited by law. No alcohol, tobacco or other restricted and dangerous products are to be sold at the Event.

Market Management reserves the right to restrict and/or prohibit the sale or promotion of any items.

## **Vehicles**

Vehicles will not be allowed in the Marton Market site except for unloading product and display material between 7am and 8.30am before the Market is open to the public, and for loading between 3pm and 4pm after the Market is closed to the public, except if Market Management otherwise agrees well in advance. There are a limited number of sites that can accommodate a vehicle. These are allocated on a first come first serve basis and only when there is a feasible reason for it to be on site.

Traders shall remove their vehicles from the public thoroughfares immediately after unloading. Vehicles must be loaded/unloaded immediately, and not left unattended in the public thoroughfares. The servicing of customers is prohibited whilst loading/unloading.

Vehicles shall be parked in the designated parking areas, and must not be parked on service roads or loading bays.

One carpark per stall is provided off site for stallholders' vehicles for the duration of the market at no extra cost.

## **Privacy**

By signing this form you consent to the use of your name and contact details on promotional material for Marton Market. Except as displayed at your stall at Marton Market or for promotional purposes, Market Management will not disclose your personal information unless legally required or after having obtained your consent. Producer information may be used for statistical or similar purposes but in such event the individual Producers will not be identifiable as a result of such use.

## **Health and Safety**

In accordance with the new Health and Safety Legislation:

All Stalls are responsible for producing their own Health and Safety Plan to insure hazards are identified and eliminated or minimised. A Health and Safety Plan template is available on request.

Items to be included, but not limited to, are:

- Trip Hazards
- Falling Hazards
- Gas Bottles
- Cooking or Heating Equipment
- Electrical Cords and Equipment
- Weather hazards such as wind

## **Further event guidelines for equipment deemed a hazard.**

### **All electrical equipment and leads**

- must have a current certification tag on them

### **Gas (LPG bottles) and fire risk**

Due to the new Health and Safety guideline for operating LPG gas in public event space, all food Stallholders must adhere to the following guidelines:

- Stallholders must not have more than 2 x 9kg LPG gas tanks per stall space.
- No BBQs and/or cooking appliances, e.g. boiling pot, open flames, vessels with hot oil, are to be placed at the front of the stall or where they are accessible to the public.
- No charcoal or wood BBQs are permitted at the Event.

### **Any stalls using gas cookers or gas BBQs**

- All Gas bottles must be certified
- Must ensure their LPG gas tank is not stored directly under any open flame, gas cooker or gas BBQ.
- Must only operate gas cookers or gas BBQs in the allocated cooking zone within their stall layout.
- Must ensure that their equipment is safe and place a protective cover between the table and cooker
- Must have a FIRE BLANKET at their stall.

Any Stallholder operating unsafe LPG gas tank or equipment will result in immediate closure of stall and potential fines or prosecution under the current legislation.

Appointed gas fitters will be inspecting sites regularly to ensure Stallholders are operating within the safety standard. Stalls not complying with the gas and fire risk guidelines may be CLOSED down and/or banned from attending future events organised by the Market Management.

## **Food Safety**

All Food Stallholders must ensure they adhere to all food and safety handling requirements as per the Rangitikei District Council regulations. Further details pertaining to this can be found on the following websites or from the Rangitikei District Council.

<https://rangitikei.govt.nz/services/permits-food-licensing/food-safety>

<https://rangitikei.govt.nz/files/general/Brochures/Sausage-Sizzle.pdf>

<https://rangitikei.govt.nz/files/general/Brochures/Temporary-Food-Stall1.pdf>

## **Waste Management**

Waste Management is a very serious issue and a breach of these conditions will result in serious consequences including an immediate closure of your stall and potential fines or prosecution under current bylaws.

All waste liquids (fat, dirty water, oil etc.) must be disposed appropriately

Waste liquids must not be tipped on the ground or down drains.

Stallholders are responsible for the removal of all rubbish from their site.

We encourage all stall holders to use Eco aware packaging products.

## **Behaviour**

Each stallholder shall deal with all participants, members of the public and the event staff at the Event with politeness and respect, must not use offensive language and will not to be embroiled in argument or behaviour likely to disrupt any activity at the Event or to bring the Event in disrepute.

Stallholders must ensure that people working at their stall site follow the terms and conditions outlined in this agreement. Stallholders are responsible and liable for the actions of their staff, workers and volunteers.

The Event is a smoke and drug free event. Alcohol is prohibited by law.

**Any person(s) behaving in a disorderly or disruptive manner will be asked to leave the event immediately.**

## **Liability and Insurance**

Insurance cover for loss or damage caused to your goods or property at the Marton Market is your responsibility. You are encouraged to obtain suitable product liability coverage.

Project Marton, its contractors and volunteers are not responsible for any loss or damage to your goods. You indemnify Project Marton for any expenses, loss or damage incurred or suffered by Project Marton as a result of your actions or breaches of these market Terms and Conditions.

## **Refunds**

A refund for a stallholders cancellation will only be available up to four weeks prior to the event date.

There will be no refund of the stall fee in the case of a Stallholder cancelling their stall after the four week deadline stipulated above, or for Market Management immediately closing the Stallholders stall in accordance with this Agreement.

There will be no refund in case of a Stallholder not claiming or operating from their stall on the days of the Event.

There is no guarantee of volume of sales or public attendance and no refund will be made due to poor sales because of weather or lack of public attendance.

## **Cancellation**

Market Management has the sole discretion to cancel the Event.

In the event of cancellation, Market Management will endeavour to contact all Stallholders in a timely manner. Information outlining such a situation will be posted on our Facebook page. If the cancellation is prior to six weeks of the event a full refund shall be given.

In the event of cancellation by Market Management within six weeks prior to the Event 50% of the stall fee will be refunded within 90 days after cancellation.

There is no rain date.

Should the event be cancelled due to an extreme natural or man made disaster prior to the event there will be no refund.

## **Disclaimer**

Under no circumstances shall the Event Management make good or accept any responsibility or liability:

a. for any damage or theft or loss of any property, goods, articles, or things brought into or left upon any part of the event venue by the Stallholder or by anyone on his/her behalf;

b. for any financial or other loss suffered by a Stallholder as a result of participation in the Event or due to the cancellation of the Event or due to poor crowd participation at the Event.

No refund shall be made to any stall holder for failure to utilise the located stall or for its poor performance whether caused by bad weather or lack of crowd participation or for any other reason whatsoever.

## **Variations to information**

The event organiser reserves the right to

- Vary the conditions and key dates if required.
- Reallocate stall sites as necessary.

Information is correct at the time of the agreement.

***Signature - The signature on the registration form must be of the Stallholder who must also be present and in charge of their stall for the entire day of the Marton Market.***

***By signing the registration form you confirm that you have read, fully understand and agree to the information contained in this Agreement and agree to abide by the terms and conditions outlined in this Agreement.***