

Lunch on the Square - Eat Street Market Stall Terms and Conditions

Stalls Criteria and Layout

Feilding & District Promotion (FDP) have the sole discretion whether to accept your registration and they are under no obligation to give any reason for their refusal.

In line with our policy to support local, should we reach capacity for stalls and/or food trucks, preference will be given to business located and registered within the Manawatu District Council catchment.

No subletting or sharing of stalls is permitted unless prior approval given by FDP.

There are no powered sites available for non-food stalls.

Eat Street Market stall layout will be at the discretion of FDP and will be designed in the best interests of the Market.

Applications will be considered ensuring a broad range of stalls are available.

The Applicant must specify all goods being sold and ensure are true to your product description on the registration form.

The decision of Feilding and District Promotions shall be final.

A site plan will be emailed to all stallholders prior to each event. The location of your stall shall be determined by FDP at its sole discretion.

A stall shall comprise of an area as laid out by the organisers and in the confirmed booking.

Each stall holder shall be responsible for providing his/her own necessities to operate: ie shelter, tables, chairs etc.

Gazebos must have heavy weights and ropes, for each corner of your gazebo. (to remain safe in the event of high winds and/or rain).

Please be considerate of all aspects of your stall: ie; accessing to site, crowd gathering, flags etc that may infringe on other stallholders and the flow of the Market.

If we are notified, we can work with you to try and accommodate issues.

Spill over room (room outside your site allocation) may be assigned to you with prior agreement with FDP.

If no agreement has been made you must adhere to your allocated site size.

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

Any activity that is not registered with FDP such as hawkers, street sellers, buskers or product give-aways are not permitted at the Event.

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 without prior written authorisations from FDP.

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

Vehicles

Vehicles can access the site for setting up, unloading product and display material between 8am and 9:30am before the Market is open to the public. Traders must remove their vehicles from the public thoroughfares immediately after unloading.

All vehicles must be removed and parked away from the market square to leave spaces for potential customers. We suggest the carparks in the centre of Kimbolton Road.

Packing out can commence from 2.00pm after the Market is closed to the public.

Health and Safety

Vendors will take all reasonable steps to provide a safe environment and to ensure their own and safety of others. The event organiser will not be responsible for any injury incurred to Vendors or any other person as a consequence of Vendor activities.

All hazards identified by any Vendor at the Market must be reported to the event organiser so that appropriate action can be taken. Any acts or omissions by the Vendor, which endanger the health and safety of any person/s, may result in removal from the Market.

Food Safety

All Vendors selling food at the Market must be registered with their local council and MPI for food health and safety.

All the necessary precautions to keep food safe, especially to reduce food contamination and help prevent food poisoning, must be undertaken by food vendors. This involves wearing hats, washing hands, storing food at right temperature, covering food once cooked etc.

Manawatu District Council (MDC) may randomly check vendor sites to ensure they are operating within the Food and Safety Act 2014.

Waste Management

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, other stallholders and the event staff at the Event with politeness and respect, must not use offensive language and will not 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. Consuming alcohol in this public place 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 Eat Street Market is your responsibility. You are encouraged to obtain suitable product liability coverage.

FDP, its contractors and volunteers are not responsible for any loss or damage to your goods.

You indemnify FDP for any expenses, loss or damage incurred or suffered by FDP as a result of your actions or breaches of these market Terms and Conditions.

Stall holder Refunds

A refund for a stallholder's cancellation will only be available up to two 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 deadline stipulated above, or for FDP immediately closing the Stallholders stall in accordance with this Agreement.

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

Late cancellation or no-shows will still incur the site fee.

Market Cancellation

FDP has the sole discretion to cancel the Event. In the event of cancellation, FDP 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 four weeks of the event a full refund shall be given. In the event of cancellation by FDP within four weeks prior to the Event 50% of the stall fee will be refunded within 90 days after cancellation.

There is no rain date. The Eat Street Market will take place rain, hail or shine!
Should the event be cancelled due to an extreme natural or manmade disaster prior to the event there will be no refund.

Disclaimer

Under no circumstances shall FDP 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.

By submitting 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.

Feilding & District Promotions
22 Manchester Street, Feilding 4702
Phone – 06 3233318
eventsupport@feildingpromotion.co.nz
www.feilding.co.nz