

# **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.

If we reach stall and/or food truck capacity preference will be given to those business located and registered within the Manawatu District Council area.

The decision of Feilding and District Promotions shall be final. Eat Street Market stall layout will be at the discretion of FDP and will be designed in the best interests of the Market.

A site plan will be emailed to all stallholders 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 FDP at its sole discretion. Applications will be considered 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 FDP. You must ensure all products sold at the 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. Gazebos will need heavy weights and ropes, for each corner of your gazebo in the event of high winds and/or rain. Please consider any aspects of your stall, e.g: crowd gathering, accessing to site, noise 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 these issues. Spill over room (room outside your site allocation) may be assigned to you with prior agreement with FDP. 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 their 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. There are no powered sites available for non-food stalls.

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.

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

## **Vehicles**

Vehicles will not be allowed in the Market site except for unloading product and display material between 8am and 9:30am before the Market is open to the public, and for loading between 2.00pm and 3.00pm after the Market is closed to the public, except if FDP 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.

## **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 take all necessary precautions to keep food safe, especially to reduce food contamination and help prevent food poisoning. This involves wearing hats, washing hands, storing food at right temperature, covering food once cooked etc. All food stalls at the event may be subject to inspection by MDC Environmental Health staff. The event organiser has liaised with MDC to confirm a full list of Vendors at the Market. Manawatu District Council (MDC) will 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. 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 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.

### **Refunds**

A refund for a stallholder's cancellation will only be available up to three 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 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.

### **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 man made 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.