



Stallholder Terms & Conditions

1.0 Richmond Market Day

- Richmond Market Day (“Event”) organised by Richmond Unlimited, the local business association for Richmond. It is an opportunity for Richmond CBD Businesses to bring their goods, products and specials out onto the streets, and for Market Stallholders from around New Zealand to sell their wares, attracting a large attendance to the CBD. It is on Friday 29 December 2023 and runs from 9am – 3pm.

2.0 Applications

- Applications are made using the online application form available at: www.richmondunlimited.co.nz/stallholder-registration-2023
- Richmond Unlimited reserve the right to decline any application for any reason and shall not be under any obligation to account to any applicant for its decision to decline.
- The applicant must specify goods and products being sold. Stallholders must ensure all goods and products being sold at the Market are true to the goods and product description specified on the online application form.
- No subletting or sharing of stalls is permitted unless pre-approved in writing by Richmond Unlimited.

3.0 Payment

- The Stallholder agrees to pay the Site Fees specified in the online application form. Fees must be paid by no later than 30 November 2023. Payment after this date will only be accepted should some spaces still be available. Fees are to be paid by way of direct credit to NBS Account Number: 03 1354 028379400. No eftpos or credit card payment option is available.

4.0 Cancellation

- If a Stallholder wishes to cancel, Site Fees will only be refundable if the Stallholder cancels in writing prior to 30 November 2023.
- Site Fees will be refundable if Richmond Unlimited cancel the Event prior to 30 November 2023.
- In the event of extreme weather, the Event may be cancelled by Richmond Unlimited and no refunds will be made. Richmond Unlimited will make all reasonable efforts to notify Stallholders as soon as possible after any decision to cancel the Event.
- Richmond Unlimited has the sole discretion to cancel the Event.

5.0 Stall Information

- Stall sites are 4m wide by 3m deep. Stallholders who require more than this, will need to purchase a second space. All signs and shade solutions must be contained within the Stallholder's allocated Site.
- Richmond Unlimited will endeavour to meet each Stallholder's Site requests, however this will not always be possible, and Richmond Unlimited reserves the right, at its sole discretion, to make these decisions.
- It is up to each Stallholder to provide everything they need for their stall including tables, gazebos, weights, extension cords and mats to cover cords.
- Power is only available for food vendors that have requested and paid for it (1 x 10amp plug unless otherwise stated). All appliances, electrical equipment and leads must be tested and have a current certification tag, and gas bottles certified. No generators are to be used unless the permission of Richmond Unlimited is sought prior, and a suitable position is agreed.
- Stallholders are responsible to ensure that any electrical equipment, gas bottles or other equipment is safe for use and complies with the requirements in this paragraph and the Health and Safety obligations under paragraph 10 below.

6.0 Site Set Up & Pack Down

- Stallholders cannot begin set-up until 6.30am on the day of the Event.
- Stall Sites will only be held until 8.30am, after which point, any empty Sites may be reallocated and Richmond Unlimited will not be required to refund any Site Fee if a Stallholder's site is reallocated.
- Stallholders must not pack down until the Event has finished at 3pm.
- Stallholders must remove their stalls and all rubbish by 4.30pm in preparation for the road sweeper.

7.0 Road access

- The earliest Stallholders can enter the Market Day Zone to set up stalls will be 6.30am. Please DO NOT arrive before this, as the roads will still be open to the public and your site number may not be marked.
- Please approach the Market Day Zone via the nearest point to your stall site. The Road Marshalls on the day have the right to ask to you enter from a different point. Please limit your speed to 15km per hour and if reversing you must use a spotter.
- Entry and exit times for some areas may be staggered to make entry/exit easier. This will be advised 2 weeks prior to the Event.
- Vehicles cannot re-enter the Market Day Zone until 3.15pm, as long as the crowd has dispersed.
- Vehicle entry into the Market Day Zone is not guaranteed. Stallholders may need to carry goods in, should vehicle access no longer be available at your time of arrival.

8.0 Parking

- After unloading your vehicle, please park it as far away from the Market Day Zone as possible to allow plenty of parking spaces for customers.
- All vehicles must be removed from the Market Day Zone by 8.30am to clear the way for the public. There will be no parking within the Market Day Zone.

9.0 Liability, Insurance and Security

- Insurance cover for loss or damage caused to your goods or property at the Richmond Market Day is your responsibility. You are encouraged to obtain suitable product liability coverage.
- Richmond Unlimited, its Contractors and Volunteers are not responsible for any loss or damage whatsoever and howsoever arising (including but not limited to indirect or consequential loss) to your goods or products or you having a stall at the Event.
- You indemnify Richmond Unlimited for any expenses, loss, cost or damage incurred or suffered by Richmond Unlimited as a result of your actions or breaches of these Stallholder Terms and Conditions.

10.0 Health and Safety

- Where Richmond Unlimited and a Stallholder has a duty in relation to a matter of Health and Safety, the Stallholder must consult, co-operate with, and co-ordinate activities with Richmond Unlimited.
- Each Stallholder must have a Health and Safety Plan to ensure any hazards are identified, eliminated or minimised which will include, without limitation:
 - Trip hazards
 - Falling hazards
 - Gas bottles
 - Cooking or heating equipment
 - Fire
 - Electrical cords and equipment
 - Weather hazards such as wind

A Health and Safety Plan template is available on request.

- In addition to requirements under paragraph 5.0 (above), all hot food stalls must have a Fire Blanket & Fire Extinguisher at their stall.
- Richmond Unlimited reserves the right to immediately close any Stall that does not comply with Health and Safety obligations. Any decision to close a Stall shall be at Richmond Unlimited's sole discretion and the Site Fee shall not be refunded.

11.0 Food Safety

- Food items sold by Stallholders must be prepared in commercial food premises subject to a licence or food handling certificate issued by the Tasman District Council (as the relevant

Local Authority). Prepared food must be displayed covered with wrapping and protected from the sun.

- Food stalls operated by Stallholders on the day must have a current Food Hygiene Registration Certificate at the Stall/Site at all times. Further information is available on the Tasman District Council website (www.tasman.govt.nz).
- All HOT Food Stalls must have a Fire Blanket & Fire Extinguisher at their stall.

12.0 Waste Management

- Stallholders are responsible for clearing their own Site and removing all rubbish and waste. There will be consequences for Stallholders ignoring this requirement.
- We aim to keep landfill to a minimum and will have manned Waste Stations for the public with a variety of recycling and composting options. These are not to be used for Stallholder rubbish.
- Food Vendors are to use biodegradable or reusable products. Trent's have a good selection, as do ecoware.co.nz. This includes **all** plates, cups, cup lids, utensils, straws and wrappers. Commercially compostable products are not acceptable.

13.0 Behaviour

- Each Stallholder shall deal with all participants, members of the public and the event staff at Richmond Market Day with politeness and respect.
- Stallholders must not use offensive language or display behaviour likely to disrupt others.
- Stallholders must ensure that people working at their stall site follow these Stallholder Terms and Conditions. Stallholders are responsible and liable for the actions of their staff, workers, and volunteers.
- 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.

14.0 Disclaimer

- Under no circumstances whatsoever shall Richmond Unlimited make good or accept any responsibility or liability:
 - for any damage or theft or loss of any property, goods, products, articles, or things brought into or left upon any part of the Market Day Zone by the Stallholder or by anyone on his/her behalf;
 - 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 Stallholder for failure to utilise the allocated stall or for its poor performance whether caused by bad weather or lack of crowd participation or for any other reason whatsoever.

15.0 Variations to agreement

Richmond Unlimited reserve the right to:

- Vary these Terms and Conditions and/or cancel the Event if required due to the Covid-19 alert level. If this occurs, Richmond Unlimited will give notice to all Stallholders of any variation by email.
- Reallocate stall Sites, as necessary.

16.0 Agreement

- By ticking the Agree to Terms & Conditions box on the Registration form, you:
 1. Acknowledge that you have read and understood these Stallholder Terms and Conditions and agree to be bound by them; and
 2. Confirm you will be present at the Stall on Richmond Market Day or the staff on site have read and understood these Terms & Conditions.