



TERMS AND CONDITIONS FOR STALLHOLDERS
For HOKITIKA WILDFOODS FESTIVAL
Saturday 9th March 2024



PLEASE MAKE SURE YOU HAVE READ AND UNDERSTAND ALL SECTIONS BEFORE SIGNING.

1. FESTIVAL OVERVIEW

- 1.1** Destination Westland Limited (DW) owns the Hokitika Wildfoods Festival (Festival).
- 1.2** DW sells stall sites within the festival's allocated area for Vendors to offer a variety of affordable, high quality, wild and unique foods. Sample/snack sized products, with the purpose of encouraging to attendees to sample as much as they want and to be fair to all stallholders as well as having affordable offering.
- 1.3** All stall sites must reflect the locally orientated, friendly, and relaxed atmosphere of the Festival and feature Wildfoods theme decorations. Please put some effort into decorating your stall. If you need some ideas, we are happy to help.

2. TERMS AND CONDITIONS

- 2.1** The Vendor must agree to be bound by these Terms and Conditions to participate in the Festival.

3. APPLICATION FOR A SITE

- 3.1** DW reserves the right to decline any application and restrict what a stall holder sells at the festival, as we limit the numbers of stalls that sell or have the same food offering. Each stallholder must provide at least ONE wild offering on the day.
- 3.2** Incomplete or illegible applications will not be accepted.

4. FEES, PAYMENT & CANCELLATION

- 4.1** Closing date and notification of a successful application is as listed in our website and in the application form. Payment of invoice or notification that you do not wish to take up the site is required within (20) days of receiving the invoice. Failure to provide the required notification will result in the application of an Administration Fee of **\$150+GST**.
- 4.2** You will not be allocated a stall space until payment has been received – at that point you will receive your information pack (how to access the event and your set up time, etc) if DW has not received full payment of all monies due and owing to DW by the Stallholder prior to the event, entry to the festival grounds by the stallholder may be refused at the sole discretion of DW.
- 4.3** No sub-letting of the site is permitted.

5. SITE ALLOCATION

- 5.1 Site allocation and location is at DW discretion. All decisions are final.
- 5.2 Stallholder placements will not be allocated until payment is received.

6. SITE APPEARANCE

- 6.1 **The Vendor shall ensure their site is decorated in a way that reflects its products and compliments the Festival atmosphere.**
- 6.2 The Festival's trademarked logos and images may be used with the written approval of DW. Please contact marketing@destinationwestland.co.nz for approval

7. SITE BOUNDARIES

- 7.1 Boundaries of each Vendor's site must be strictly observed as space is limited within the event area.
- 7.2 All billboards, vehicles, goods, and equipment must be displayed and housed within the allocated site.

8. RUBBISH

- 8.1 The Festival aims to minimise waste. Stallholders are responsible for removing their own rubbish from their site throughout the day and during pack up.
- 8.2 Stallholders **MUST** use locally compostable, reusable, or recyclable packaging for their food and drink. This includes containers, plates, cups, cutlery, and napkins. If you need help with this you can contact Real Packaging Co www.realpackaging.co.nz , 0800 700 100 hello@realpackaging.co.nz.
- 8.3 There is a strict **NO GLASS POLICY** at the Festival; all products must be in non-breakable eco-friendly containers; not breakable plastic will be allowed on the domain area; there are no exceptions.
- 8.4 A \$150 rubbish penalty will be charged to the Vendor if **ALL** rubbish is not removed, and the allocated site is left in an untidy manner.

9. BANKING

- 9.1 No banking or change facilities are located at the Festival for Vendors.

10. SMOKING, VAPE and DRUG

- 10.1 The Festival has designated areas for vaping and smoking.
- 10.2 There shall be no smoking, vaping within the Festival grounds, this includes e-cigarettes, outside the designated area.
- 10.3 Sale of tobacco and associated products including Synthetic and herbal high products within the Festival is strictly prohibited.
- 10.4 **If you are found supplying, consuming or in possession of illicit drugs you will be removed from the event site.**

11. ELECTRICITY AND ELECTRICAL EQUIPMENT

- 11.1** Each Vendor who has requested power will be allocated one power outlet at a cost of \$50; additional outlets required may be purchased at \$80 each on the day of the festival and will have to arrange directly with Electronet .
- 11.2** Each Vendor must provide its own leads and power-boards fitted with circuit breakers and have a current electrical certificate of fitness.
- 11.3** Equipment must be water resistant and maintained above ground.
- 11.4** If the Vendor is found to be using an extra outlet during the Festival, it will be charged for each extra outlet used.
- 11.5** DW accepts no liability for damage to electrical equipment due to power fluctuations or failure.
- 11.6** Vendors shall keep electricity consumption to a minimum.
- 11.7** Any electrical work required on the day must be carried out by a licensed electrician and conform to New Zealand Electrical Standards.
- 11.8** All equipment must be in safe working order.
- 11.9** Any damage caused by electrical over-consumption, overload or misuse could attract penalties.

12. FIRE SAFETY

- 12.1** DW shall have the right to inspect any structure erected and materials on the Vendors site.
- 12.2** If, after consulting with FENZ Safety Officers, it determines that any part of any structure or exhibit on the site, goods or chattel, or if any act of the Vendor presents a fire risk, the risk shall be eliminated immediately by the Vendor.
- 12.3** All sites must have a working, in-date and tagged fire extinguisher.
- 12.4** All Gas Barbeques are to have sand in their drip trays.

13. FOOD SAFETY COMPLIANCE

- 13.1** **All commercial operators from outside Westland District Council need to display an operating license from their local Council. Exemptions are made for Church, schools, and Fundraising groups.**
- 13.2** Forms licences can be downloaded from the WDC website www.westlanddc.govt.nz or phone 03 756 9010 for more information. Please allow plenty of time to submit your form. These forms are to be submitted to the Westland District Council not to the festival committee.
- 13.3** Stalls will be inspected by WDC for compliance on the day of the Festival and those without the required permit on display or any stalls not complying with the conditions of their permit may be closed down.
- 13.4** All food at the Festival, either sold or given away, must comply with New Zealand Food Standards Code and other applicable Health and Safety regulations.

13.5 It is the Vendor's responsibility to ensure regulations are met.

13.6 Only approved products and services listed on the Vendor's application form may be sold at its stall.

14. RESTRICTIONS ON SALE OF GOODS

14.1 As per existing contract between DW and Coca Cola No Fizzy drinks, or bottled water are to be sold, without prior approval from DW.

14.2 To assist with the overall co-ordination of exhibitors and the festival programme, it is important that you clearly state an accurate list of food/beverage/products which you will be selling. If for any reason these changes before the festival, please contact the stall organisers ASAP. Any stall selling products on the day without the approval of the organisers, risk being closed down.

14.3 Alcohol may only be sold at licenced stalls approved by DW.

14.4 The Vendor must only sell goods from the front of its allocated site.

14.5 DW reserves the right to prohibit the sale or display of offensive goods.

15. VEHICLE SITE ACCESS

15.1 On-site speed limit is 5kph (walking pace).

15.2 All vehicles must be warranted and registered.

15.3 A vehicle pass must be fixed to the driver's side windscreen for the duration of the Festival.

15.4 Vehicle passes are not transferrable.

15.5 All vehicles are prohibited from moving within the festival site between the hours of 9.30am and 7.30pm.

15.6 Vehicles will not be released until the Safety Officer allows vehicle movement.

16. PARKING

16.1 There is no parking available inside the Festival area unless the Vendor's vehicle is being used for static display, storage, or stock refrigeration purposes.

16.2 Vehicles must fit within the confines of the allocated site.

17. SITE SECURITY

17.1 Whilst professional licensed security is provided throughout the Festival and every effort is made to secure the area, the Vendor is responsible for any loss or damage to goods.

18. SAFETY

18.1 Whilst on the Festival site, the Vendor shall comply with all Work, Health and Safety and site Rules.

18.2 Anything on or around the Vendor's site must be securely anchored.

18.3 Service may only happen from the front of your stall, to help eliminate the risk of trip hazards associated with tent pegs and stays on the sides and rear of stalls.

19. BEHAVIOUR

- 19.1** The stallholder and/or their employees are to conduct themselves at all times in an orderly and respectful manner while they are within the Festival grounds.
- 19.2** Any unseemly conduct demonstrated by any person on any site deemed to be offensive or threatening will not be tolerated and the person will be removed from the Festival.

20. PHOTOGRAPHY AND RECORDING

- 20.1** Vendor consents to being included in any film, photo and/or recording of the Festival.
- 20.2** These images can be used by Destination Westland in any medium or context of promotion in perpetuity without authorisation or compensation to the Vendor.

21. SITE RESPONSIBILITY AND LIABILITY

- 21.1** The Vendor is responsible for the condition of the allocated site from the time erection of the stand commences until it is dismantled, and the site cleared, including rubbish, to the satisfaction of DW.
- 21.2** Vendor accepts sole liability for restoration of any damage caused to the land on which the site is located.
- 21.3** Vendor shall be solely liable for any damage to property or injury to any persons who enter the site and indemnifies DW and its staff from all liability which may arise in respect of any accident, damage or injury occurring to any person, persons, or property on the Vendor's site.

22. PUBLIC LIABILITY

- 22.1** DW shall not be held responsible for any public liability claims made on the Vendor and the Vendor is responsible for insuring its own property.
- 22.2** DW recommends that vendors arrange and carry their own public liability policy for the event.

23. FESTIVAL CANCELLATION

- 23.1** If DW should find it necessary to cancel or postpone the Festival, all agreements shall cease to operate upon written notice to that effect.
- 23.2** DW shall not be liable for any compensation or refund to Vendor, whether on the grounds of loss of profits or otherwise or any refund of payment of any money paid by Vendor in relation to this agreement in respect of such cancellation or postponement.

24. TERMINATION OF AGREEMENT

- 24.1** In the event of a breach of any of these Terms and Conditions, DW reserves the right to terminate this agreement, retain any fees paid and take possession of the site without notice to Vendor.

25. ACCEPTANCE

I/We, confirm that I/We have read, understand, and fully accept the Terms and Conditions set out herein and agree to fully abide by these Terms and Conditions.

Date: ____/____/____

Proposed Site Name: _____

Vendor Name: _____

Vendor email address: _____

Vendor Signature:

This agreement can be emailed to Our team: wildfoods@destinationwestland.co.nz

Or returned by hand or post.

Destination Westland Limited
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Hokitika 7810