

The Auckland Lantern Festival is a Chinese cultural celebration event (with the sale of food, retail, and crafts) free of promotion of party politics facilitated by the Organiser. At all times throughout the Term, the Stallholder must comply with these event rules and follow the instructions of the Organiser:

### Operating Hours: February 2023

Date	Times	Note
Thursday 2	4.30pm – 10.30pm	7pm opening ceremony
Friday 3	4.30pm – 10.30pm	
Saturday 4	4.30am – 10.30pm	
Sunday 5	4.30am – 10.30pm	10pm fireworks
The Stallholder must not operate from the Stall outside of these times, without the prior written consent of the Organiser).		

**Stallholder to be Present:** The Stallholder is responsible for the proper management of their Stall and must be present at the Stall during pack-in, trading and pack-out. Pack-in and pack-out times will be advised by the Organiser at the Pre-Festival Meeting.

#### 1. Use of Stall and Operation:

- (a) The Stallholder (including any goods and/or equipment) must not exceed their allocated stall area.
- (b) The Stallholder must not promote or operate the Stall or its business from outside of their allocated stall area without the prior written consent of the Organiser.
- (c) The Organiser will not be providing any equipment other than power, extension cable and light forming part of the Hire Inclusions. Unless otherwise agreed, the Stallholder will provide their own marquee, tables and chairs and any other equipment as necessary for their trading.
- (d) The Stallholder is responsible for all cash handled at the Stall, including ensuring that there is adequate float on each trading day.
- (e) The Stallholder is only permitted to sell products submitted as part of the Application. To this end, the Organiser reserves the right to restrict and/or prohibit the sale or promotion of any item(s) where there are inconsistencies.
- (f) One access pass is provided per stall site, irrespective of stall site size. All vehicles onsite during pack-in and pack-out must display fully visible on their dashboard the official event vehicle access pass, distributed at the Pre-Festival Meeting. Parking onsite during event live is not provided.
- (g) The Stallholder must adequately supervise and control all persons attending the Stall and procure its agents, contractors and/or employees to comply with these event rules.
- (h) The Stallholder must immediately report any incident or accident which takes place in or around the Stall to the Organiser.

- (i) The Stallholder must keep the Stall clean and tidy. Ground repair or cleaning may be charged back to the Stallholder.
2. **Facilities:** Every food stall must have the following:
- (a) One (1) rubbish bin or container for general rubbish
  - (b) One (1) rubbish bin or container for liquid waste
  - (c) One (1) rubbish bin or container for food/compost waste
  - (d) Tables for displaying, storing, and preparing food
  - (e) A hand-wash ability; including a basin, water supply, soap, paper towels, and a bucket to collect wastewater.
  - (f) Floor covering to catch oil spillage (cardboard, carpet, artificial turf, flax mats, and tarpaulin are unacceptable).
  - (g) Refrigerators are to be secured by a tamper-proof security lock for any overnight food storage.
3. **Behaviour:**
- (a) The Stallholder and staff will interact with members of the public and the Event staff in a polite and respectful manner and must not use offensive language or become involved in any incidents that will bring the Event, the Organiser into disrepute.
  - (b) The Stallholder will be responsible and liable for the actions of its staff, workers, and volunteers.
  - (c) Smoking, vaping, and/or consuming alcohol on the Event Site at any time is strictly prohibited.
4. **Utilities and Hire Inclusions:** The Organiser will provide the Stallholder with shared water (can be used for cooking, drinking and cleaning), power and the Hire Inclusions together with the use of the Stall, subject to the terms of this Agreement.
5. **Gas:** The Stallholder must, in respect of the use of gas (LPG bottles) in the Stall during the Event: All pre-ordered gas bottles will be delivered to each food stall by the supplier and replaced during the event. This process provides a high level of assurance of compliant and safe gas bottle handling. The gas inspection process will check all cooking appliances and connections for compliance.

Stallholders will:

- (a) All 3m x 6m food stalls have a maximum of four (4) 9kg LPG bottles in their stall at any one time.
- (b) Attend the Information meeting where more detail on the gas guidelines will be presented
- (c) Have an easily accessible fire blanket
- (d) Only source LPG bottles from suppliers approved by the Organiser
- (e) Ensure that LPG bottles are not stored directly under any open flame, gas cooker or BBQ

- (f) Only operate its gas cooker or BBQ in the allocated cooking zone within the Stall (at the end/back)
- (g) Not place BBQs and/or cooking appliances (e.g., boiling pots, open flames, vessels with hot oil etc.) at the front of the Stall or where it is accessible by the public.
- (h) Not use charcoal or wood BBQs, as these are volatile with minimal immediate flame control
- (i) Ensure that its equipment is safe and place a protective cover between the table and cooker

## 6. Electricity and Power:

- (a) Every food stall will be allocated two (2) 10AMP power points plus one (1) light with an extension cable
- (b) Every retail/craft/non-food stall will be allocated one (1) 10MP power point plus one (1) light with an extension cable
- (c) The Stallholder must bring their own multi-box, and power leads for their own equipment
- (d) All electrical appliances used by the Stallholder [e.g., multi-boxes, leads, kettles] must be Tested and Tagged by a registered electrician (to the Organiser's reasonable satisfaction) prior to being connected and used
- (e) The use of generators and power plug adaptors in the Stall is prohibited
- (f) Additional power is available for purchase.

## 7. Waste Management: Waste management is a very high priority of the festival.

The Stallholder must:

- (a) Dispose of all waste liquids (fat, dirty water, oil, etc.) in the appropriate area provided by the festival
- (b) Sort and separate their rubbish into their own rubbish bins or containers
- (c) Regularly transfer your rubbish from the Stall to the waste management compound.

## 8. Compostable Packaging: The Stallholder must only use 100% commercially compostable packaging. The use of non-compostable packaging including plastic bags and plastic straws is strictly prohibited.

## 9. Restrictions: The Stallholder must follow the restrictions.

- (a) **Immoral Use:** allow or carry on any indecent, harmful, immoral, offensive, illegal, or dangerous act or business or occupation upon the Stall (determined at the Organiser's sole and absolute discretion)
- (b) **Live-In:** use the Stall for the purposes of a residence or permit any person to sleep in the Stall
- (c) **Dangerous Goods:** bring, or permit to be brought into the Stall, any dangerous goods (determined at the Organiser's sole and absolute discretion)
- (d) **Animals:** bring, or permit to be brought into the Stall, any animals without the prior written consent of the Organiser
- (e) **Alcohol:** bring, or permit to be brought into the Stall, any alcoholic beverage or food otherwise than in accordance with this Agreement.

**10. Commercial Rules:**

- (a) The Stallholder must not carry out any unauthorised activity considered as guerrilla marketing (determined at the Organiser’s sole and absolute discretion).
- (b) The Organiser will have arrangements in place with sponsors of the Event which provide category exclusivity. This may also include exclusive distribution rights at the Event. Where such arrangements are in place, the Stallholder may be prohibited from selling goods or providing services that compete with those of the Sponsors.
- (c) The Stallholder must not advertise, display, or promote in any way, any signage, goods or services that are considered to be in competition with the goods or services of the sponsors and supporters of the Event (determined at the Organiser’s sole and absolute discretion).
- (d) No third-party branding or promotional material is allowed in or on the Stall without the prior written permission of the Organiser.
- (e) The Stall must have individual signage and/or branding. The use of similar signs by affiliated stalls is prohibited
- (f) The stallholder must not share, on-sell, transfer or sublet their allocated stall site.

**11. Health and Safety:**

The Stallholder must take all reasonable steps to provide a safe environment and to ensure its own and others’ safety. Specifically, the Stallholder must adhere to the following guidelines:

Stall size	Maximum number allowed	Notes
3m x 3m	Six people	<ul style="list-style-type: none"> <li>• No children under the age of 14 are permitted within a food Stall at any time.</li> </ul>
6m x 3m	Ten people	<ul style="list-style-type: none"> <li>• All children under the age of 14 within a non-food stall must be under adult supervision at any time</li> <li>• The Stall must be maintained in a clean and tidy manner, all goods and equipment must be within the delineated area of the Stall.</li> </ul>

**12. Security:** The Security of the Stall is the Stallholder’s responsibility. The Stallholder must keep the Stall safe and secure and protect it from damage, theft, or loss. The Organiser accepts no liability for any damage, theft, or loss of any property at the Stall. Overnight roaming Security is provided.

**13. Food Safety:**



- (a) Any stallholder who holds a current Food Stall Trading Licence from Auckland Council may continue to operate from a stall until that licence expires.
- (b) Any stallholder who is associated with a restaurant/commercial food premises with a registered Food Control Plan ("FCP") may operate from a stall under that plan.
- (c) Any stallholder who is not associated with a restaurant/commercial food premises with a registered FCP will need to have a registered FCP or follow a National Programme to operate from a stall, unless that stallholder comes under one of the following exemptions:
  - i. The stallholder is making money for itself with a once-a-year food stall at a one-off event; or
  - ii. The stallholder is fundraising for cultural or philanthropic/charitable reasons, which the stallholder may undertake up to 20 times in one year under this exemption.
- (d) The person who attended the food safety training at the Pre-Event Meeting on behalf of the Stallholder must be present at the Stall when trading.
- (e) On-site cooking must be off the ground (waist height or at least 75cm high).
- (f) All food stalls will be monitored by the Organiser's food safety officers during trading to ensure that health and safety standards are met. The Stallholder must follow all directions of the Organiser's food safety officers.

**14. Meetings:** All successful stallholders must attend the information Meeting.

Food Training Workshop (food stallholders only) and the Pre-Festival Meeting on the nominated dates provided by the Organisers.

**15. Amendments:** The Organiser reserves the right, acting reasonably, to update, amend and/or impose any rules, restrictions and/or conditions of use applicable to the Event and/or the Event Site.

End