

EVENT RULES

The Event is a cultural/celebratory event (with the sale of food and beverage) 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:

1. **Operating Hours:** Operating hours are Saturday 23 January 2021 from 10am to 10pm. The Stallholder must not operate from the Stall outside of these times.
2. **Stallholder to be Present:** The Stallholder is responsible for the proper management of the 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-Event Meeting.
3. **Use of Stall and Operation:**
 - (a) The Stallholder (including any goods and/or equipment) must not encroach onto areas outside of the delineated area of the Stall.
 - (b) The Stallholder must not promote or operate the Stall or its business from outside of the delineated area of the Stall without the prior written consent of the Organiser.
 - (c) The Organiser will not be providing any equipment other than equipment forming part of the Hire Inclusions. The Stallholder is required to provide its own tables and chairs and any other equipment as necessary.
 - (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) Parking is not provided. All vehicles onsite during pack-in and pack-out must display on their windscreen official event vehicle passes distributed at the Pre-Event Meeting.
 - (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.
4. **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 including a basin, water supply, soap, paper towels and a bucket to collect wastewater;
 - (f) Floor covering to avoid any oil spillage onto road or grass surfaces (cardboard, carpet, astro turf, flax mats and tarpaulin are not acceptable floor coverings);
 - (g) Overnight fridges secured by a tamper-proof security lock if food is to be stored overnight.
5. **Behaviour:**
 - (a) The Stallholder and its staff must deal 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 and/or Auckland Unlimited into disrepute.
 - (b) The Stallholder will be responsible and liable for the actions of its staff, workers and volunteers.
 - (c) The Event is a smoke and alcohol-free event. Smoking and/or consuming alcohol on the Event Site (including the Stall) at any time during the Term is strictly prohibited.



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6. Utilities and Hire Inclusions: The Organiser will provide the Stallholder with shared non-potable water for food stallholders only (which must not be used for cooking), power and the Hire Inclusions together with the use of the Stall, subject to the terms of this Agreement. The Stallholder must supply its own water if needed for cooking.

7. Gas: The Stallholder must, in respect of the use of gas (LPG bottles) in the Stall during the Event:

The gas inspection process will remain status quo therefore all cooking appliances and connections must be compliant.

Stallholder must not have more than 4 x 9kg bottles in their stall.

Gas bottle is showing a current certification tag and does not show obvious signs of damage, dents, rust etc

Gas bottles in use to be placed outside of stall at rear

Stalls using gas or electric cooking methods to have a minimum of 1 x fire blanket

We encourage all potential food stallholders to attend the Information meeting where more detail on the gas guidelines will be presented.

- (a) source LPG bottles from suppliers approved by the Organiser;
- (b) 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;
- (c) not use charcoal or wood BBQs;
- (d) ensure that its LPG bottles are not stored directly under any open flame, gas cooker or BBQ;
- (e) only operate its gas cooker or BBQ in the allocated cooking zone within the Stall (at the end/back);
- (f) ensure that its equipment is safe and place a protective cover between the table and cooker;
- (g) have a fire blanket and is easily accessible.

8. Electricity and Power:

- (a) Every food stall selling food will be allocated two (2) 10A power points plus one (1) light with an extension cable.
- (b) Every non-food stall will be allocated one (1) 10A power point plus one (1) light with an extension cable.
- (c) The Stallholder must bring its own multibox and power leads for its own equipment.
- (d) All appliances, leads and multiboxes 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.

9. Waste Management: This workstream 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.

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

11. Restrictions: The Stallholder must not:

- (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;



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- (e) **Alcohol:** bring, or permit to be brought into the Stall, any alcoholic beverage or food otherwise than in accordance with this Agreement;

12. 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 may 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 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.

13. 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:

- (a) The maximum number of people permitted in the Stall at any one time is six (6) in a 3m x 3m or ten (10) in a 3m x 6m stall.
- (b) No children under the age of 14 are permitted within the food stall at any time.
- (c) Any children under the age of 14 within a non-food stall must be under adult supervision at any time;
- (d) The Stall must be maintained in a clean and tidy manner, all goods and equipment must be within the delineated area of the Stall.

14. 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.

15. 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:
 - (h) The stallholder is making money for itself with a once-a-year food stall at a one-off event; or
 - (i) 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 inspectors prior to trading to ensure that health and safety standards are met. The Stallholder must follow all directions of the Organiser's food safety officers.

16. 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.



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