



## **Wanaka Farmers & Gardeners Market Incorporated Society**

### **VENDOR PACK**

In this document, you will find essential stallholder information for Wanaka Artisan Market. Please read all the information carefully.

Applications must be made on the Wanaka Artisan Market Vendor Application to Trade form via the Wanaka Artisan Market website. No other form of application will be considered. All applications need to be provided with a copy of relevant supporting documentation such as copies of Certificate of Registration of Premises. Trade is only possible by successful application to the Wanaka Farmers & Gardeners Market Incorporated Society (trading as Wanaka Artisan Market) via the online Vendor Application to Trade form.

To ensure the Wanaka Artisan Market will continue in a manner beneficial and safe to all, a range of standard Terms and Conditions of Trade must be complied with.

### **TERMS & CONDITIONS OF TRADE**

Agreement between Wanaka Farmers & Gardeners Market Inc., a registered Incorporated Society trading as Wanaka Artisan Market and the Stallholder.

**Wanaka Artisan Market is a not-for-profit community-run venture.** Any profit goes back into the maintenance, marketing and promotion of the Market.

### **SELECTION CRITERIA**

1. All goods offered for sale must be the trader's own whether grown, made, reared, caught, brewed, pickled, smoked or otherwise produced. All items for sale should be original, high quality handmade art and craft. Added-value products should be based on locally produced goods. The executive committee reserves the right to make exceptions for products that cannot be produced locally. Such exceptions will be considered on a case by case basis.
2. The Wanaka Farmers & Gardeners Market Incorporated Society reserves the right to select traders on such grounds as quantity and type of those goods already on offer, quality and uniqueness of product, compatibility with a desired product mix, tangible local economic development benefit, timing, aesthetics & presentation and on physical site considerations including space available. Strong preference is given to local, Upper Clutha, Otago, Southland and South Westland products in that order. The executive committee reserves the right to accept or decline any applicant at its discretion.
3. The Wanaka Farmers and Gardeners Market aspires towards the highest quality produce being offered within the marketplace and favours locally produced goods. However, it is recognized by the management committee that the Upper Clutha has a challenging environment and a particularly short growing season. Therefore, to foster growth of the market, joint ventures between local producers and those within the Otago, Southland and South Westland regions will be considered to enable



constant supply and help maintain the market's viability. Any such proposals should be made to the executive committee.

4. The Wanaka Farmers & Gardeners Market discourages goods purchased or repackaged for resale. However, at the Committee's discretion, stalls that sell goods such as these, that are farm-origin products, may merit a place at the market.

## **POLICY AND INFORMATION**

5. Traders once accepted by the Wanaka Farmers & Gardeners Market Incorporated Society must comply with current Terms and Conditions of Trade as stated above. The Society reserves the right to cancel acceptance of a trader, without notice, for failure to comply with these Terms and Conditions of Trade.
6. The Wanaka Farmers & Gardeners Market Incorporated Society operates in strict accordance with all relevant legislation including trading standards, environmental health, occupational safety and health regulations, liquor licensing and with those conditions imposed on it under its license to occupy the current or any subsequent market site.
7. Vendors are encouraged to provide information on their growing / production practices such as listing ingredients and whether something has been produced naturally or with the aid of chemicals.
8. If a stallholder is unable to attend a Market, they should advise the Market Coordinator prior to the commencement of the Market. Seasonal producers must give at least one week's notice of their impending season's end. When, due to unforeseen circumstances such as weather interrupting or delaying harvest, resulting in the grower missing a Market, the grower should inform the Market Coordinator as soon as possible. Should a stallholder be absent from the Market for a period of three months or more, he/she will be required to submit a new application. The executive reserves the right to make exceptions.

## **SITE ALLOCATION USE AND FEES**

9. Fees are \$20 per market for each trader/business for a table frontage of up to 3m. Over 3m frontage may be deemed a double site incurring a 50% fee increase per day. Half sites or smaller may be charged at the Executive's discretion.
10. Season and annual packages are available, please request further information.
11. Approved traders will be allocated a site suitable for their business, solely for the sale of goods/products as described on their successful Vendor Application to Trade form provided no hazard is created by their occupation of that space. The site must be left in at least as clean a condition as that in which it was found. Vendors are encouraged to bring their own shade as none is provided by the Market.
12. Site fees due are payable to the Treasurer (or other authorised person) on demand, unless otherwise provided for in advance.
13. Stallholders who fail to attend a Market without having notified the Market Coordinator prior to the commencement of the Market will be charged for that particular Market. Exception will be granted for valid reason, subject to the discretion of the Executive Committee.
14. The Wanaka Farmers & Gardeners Market retains the right to alter fees at any time.

## **TRADER VEHICLE PARKING**



15. Vehicle parking is not available on site at the market on a Thursday. Vehicles can be parked in publicly provided bays / car parks.
16. Loading and unloading can only be done in legal loading zones or car parks. Stopping or parking on grassed areas, broken yellow lines or footpaths is not permitted
17. Space for unloading on market days is limited and the unloading area can become congested. Traders must unload their vehicles as quickly as possible and then remove their cars to the carpark before setting up their stalls.

#### **WASTE POLICY**

17. The Wanaka Farmers & Gardeners Market encourages sustainable business practices and has implemented a zero-waste policy at the market site (see details below).
18. Each Trader is responsible for disposing of his/her own rubbish and waste off site, on the day.
19. The market has a no-plastic bag policy in order to encourage customers to bring their own bags. Traders are requested to use paper bags, recycled bags or boxes for goods sold.
20. Furthermore, we ask traders to use biodegradable / compostable cups & containers.

#### **RIGHTS OF STALLHOLDER**

21. A stallholder or prospective stallholder will have the right to come to an Executive meeting to put forward a proposal or to air a grievance.
22. Any member wishing to raise an issue with the Executive or lay a complaint, must forward it in writing to the Market Secretary. The issue will then be investigated and the outcome advised.
23. Advance notice of attendance at an Executive meeting must be forwarded to the secretary in writing, allowing sufficient time to enable the item to be included on the meeting agenda.

#### **RIGHTS OF WANAKA FARMERS & GARDENERS MARKET INC. EXECUTIVE**

24. Stallholders who, in the opinion of the Executive, bring the Market into disrepute will be excluded without notice. Written notice will be given to stallholders who do not adhere to the rules and principles of the Market (refer clause 5).
25. No responsibility will be taken by the Executive for the success or otherwise of individual stalls.
26. Admission or non-admission of stallholders to the Wanaka Artisan Market shall be at the discretion of the Executive.
27. The Executive reserves the right to conduct or direct property inspections.
28. The Executive decision as to size, shape, and location of individual stalls and the configuration of the Market is final.
29. Product quality will be monitored by the Market Coordinator in consultation with the Executive.
30. The Executive reserves the right to ask for proof of origin and description of produce/product being offered for sale.
31. No written or electronic material may be distributed at the Market or to stallholders without the approval of the Executive.



## **RIGHTS OF MARKET COORDINATOR**

32. The Market Coordinator will manage the market layout and stallholder positions as required on market day, while ensuring it is still reflective of the Executives approved layout.
33. The Market Coordinator will record products/produce being sold by stallholders to ensure stallholders are selling in accordance with their approved list.
34. The Market Coordinator as the Executives authorised agent shall have the right to undertake tasks as assigned by the Executive.

## **GENERAL APPLICATION REQUIREMENTS AND CONDITIONS**

35. Payment of stall fees and or season/annual packages implies the stallholder is a member of the Wanaka Farmers & Gardeners Incorporated Society.
36. All relevant information must be made known to the Society at the time of application.
37. A separate application must be made for any goods or services intended for sale but not previously described and approved for trade. Only products approved may be sold. Further Applications to Trade must be submitted for any additional products you may wish to sell.
38. Terms and Conditions of Trade are subject to change by the Society without prior notification and will be binding on all traders.
39. All applicants and vendors acknowledge that the Wanaka Farmers & Gardeners Market will make vendor names and contact details available to interested parties from time to time for promotional and other purposes and all applicants and vendors grant permission for the Society to use any images or photographs of vendor sites and staff for promotional purposes.
40. The Executive reserves the sole right to distribute photographs and other material in promoting the Market. No responsibility will be accepted by the Executive for any error, misdirection or omission occurring in any promotional material. The Executive does not give any warranty as to the type or extent of promotion of the Market, nor the attendance numbers.
41. Vendors who are absent from the Market for more than 3 weeks are asked to inform the committee in advance in order to best manage site allocation in their absence.
42. Vendors are expected to provide their own table/stall requirements. No power is available on site. The bulk of goods are to be displayed on tables not tarpaulins on the ground.
43. Food & beverage vendors are not permitted to bring dogs to the market. All dogs must be kept on a leash.

## **GENERAL RULES FORMING PART OF THIS AGREEMENT**

44. The stallholder undertakes to comply with all regulations and bylaws applicable to the stall including but not limited to the Fair Trading Act and the Consumer Guarantees Act and indemnifies the Market Coordinator and Wanaka Farmers &



Gardeners Market from all claims, costs and damages arising whatsoever from breach by the stallholder.

45. The stallholder shall in regard to all plant, equipment and machinery used in connection with their stall, comply with all regulations, government orders and codes of practice to ensure the safety of the employees of the stallholder, the Market Coordinator and the general public.
46. The stallholder shall not bring on to the site any dangerous goods and indemnifies the Market Coordinator and Wanaka Farmers & Gardeners Market from all claims, costs and liabilities arising howsoever from the actions of the stallholder, its employees and invitees.
47. The stallholder undertakes at all times to comply with the Building Act 1991, Resource Management Act and the Health and Safety in Employment Act and indemnifies the Wanaka Farmers & Gardeners Market for any costs, claims or liabilities arising as a result of the stallholders action or inactions or its failure to comply with local body or Government regulations relating to the stallholders stall.
48. The Wanaka Farmers & Gardeners Market shall be under no liability for loss or damage to produce or the property of the stallholder, its servants, agents or licensees howsoever such loss or damage may be caused, whether or not caused, in whole or in part, by the negligence of the Market Coordinator, his/her servants or agents.
49. A stallholder may not sublet, assign, share or part with the possession of the stall except with the prior permission of the Executive. Failure to observe this clause will be grounds for exclusion from the Market.
50. If the holding of the Market is prevented, postponed or abandoned for reason of fire, storm, lightning, national emergency, strike, lockout, civil disturbance, inevitable accident or any cause not within the control of the Market coordinator or should the venue become wholly or partially unavailable for holding the Market then the Market Coordinator will be at liberty to cancel the Market. Where the Market is cancelled under this clause, neither the Wanaka Farmers & Gardeners Market nor the Market Coordinator shall be under any liability in any way whatsoever for any costs, expenditure, liability or consequential loss incurred by the stallholder.
51. The Executive reserves the sole right to distribute photographs and other material in promoting the Market. No responsibility will be accepted by the Executive for any error, misdirection or omission occurring in any promotional material. The Executive does not give any warranty as to the type or extent of promotion of the Market, nor the attendance numbers.

## **CODE OF CONDUCT**

The Wanaka Farmers & Gardeners Market Society Incorporated is committed to providing an environment that is enjoyable, safe and secure for all members of the public, vendors, staff and volunteers.

As Society Members, Committee Members, Vendors, Volunteers or Staff, you will:

- take responsibility for your own behaviour
- treat all individuals and property with respect and care
- have awareness for the well-being and safety of others
  - Examples of but not limited to the following behaviours are not acceptable at the Wanaka Farmers & Gardeners Market and may result in disciplinary action being taken with possible suspension of trade.



- disruptive behaviour which interferes with the rights or working/selling opportunities of others
- language or behaviour which is offensive be it verbal or written
- hand gestures of an offensive nature
- carrying or being under the influence of alcohol and/or drugs
- any threatening speech, or acts of aggression, bullying or intimidating behaviour
- stealing
- vandalism
- smoking is not permitted within the market
- Failure to comply with the Wanaka Farmers Market Terms and Conditions \*

### **Complaints Process:**

In the first instance it is advised that the parties involved seek to resolve the issue between themselves. If this proves unsuccessful the next step is to make a complaint in writing to the Committee who will undertake to talk with all parties involved to obtain clarity about the situation. The Committee will also, where appropriate, consult with the Society.

\*Breaches of Wanaka Farmers & Gardeners Market Terms and Conditions may result in disciplinary action being taken by the Society. This action will take the form of firstly a verbal warning for a breach, followed by a written warning for a second breach including a possible suspension of the relevant approval to trade. In the event of a third breach by any one vendor the approval to trade granted that vendor will be withdrawn.

### **DISPUTE RESOLUTION**

1. Any disputes arising under this agreement shall be notified in writing.
2. In the first instance, the dispute will be taken up by the Executive, and the dispute will be processed in such a manner as they and the stallholder may agree.
3. If the parties cannot reach a consensus, any dispute arising as a result of this agreement shall be resolved by arbitration before a single Arbitrator. There will be no appeals from the arbitration result.

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