



WELCOME and thanks for applying to join us at

The Kinloch Market

Sunday 22nd October 2023, 9-4 pm

Kinloch Domain (off Mata Place)

By applying to join the Kinloch Market, you are bound by the Terms and Conditions outlined in this document.

- Please read through the following information before filling in the application form.

1. To Book

All bookings will be taken via our website.

To apply to join Kinloch Market, please read this document first, then fill in our 'Stallholder application form' which can be found under the '**Stallholders**' tab, here : <https://www.kinlochmarket.co.nz/>

2. Day of Operation

Sunday 22nd October 2023, 9 am - 4 pm

3. Parking

Gazebos and vehicles **MUST FIT** within your marked site. This will be strictly enforced. The market organisers take no responsibility if you have not checked that your total depth requirement for gazebo and vehicle is a maximum 8m. Larger vehicles and vehicles with trailers will need to either pay for more space or park outside of Kinloch Domain

4. Payment

All payments will be taken via internet banking. An invoice will be sent out after your acceptance letter. Please ensure that you reference your business name, Kinloch Market and the invoice number when making payment to avoid any issues.

5. **Costs (including GST):**

- 3x3m Gazebo + vehicle space \$80
- 6x3m Gazebo + vehicle space \$150
- 9x3m Gazebo + vehicle space \$200
- 12x3m Gazebo + vehicle space \$250
- Shared Gazebo space extra \$40
- Food trucks/food stalls \$200 (including power)
- Charities/not-for-profits come for FREE. Please email: info@kinlochmarket.co.nz to book your site

6. **Stallholder cancellations**

If stallholders cancel less than one month before the market operates, they will be required to pay the full fee. If Stallholders cancel more than one month before the market operates, they will be required to pay a \$50 admin fee.

7. **Other cancellations**

If an event occurs beyond the organiser's control that results in the cancellation of the market, the full fee minus a \$50 admin fee will be refunded

8. **Set up/ Pack down**

Set-up will be from the afternoon of Saturday 21st -Sunday 22nd at 8 am. You will be given your site number and map two weeks prior to the market operating. Packdown will be from 4 pm - please stay set up until then.

9. **No dogs on site**

10. **Waste**

We expect all stallholders to remove their own rubbish, including cooking oils and packaging. A waste recycling station as well as bins will be set up for market visitors

11. **Power**

Power will be supplied to food vendors. All power cords more than 1 year old must have a valid test & tag sticker by a certified technician, and all appliances will need to be certified. Please ask your local electrician to 'test and tag' all your equipment including chillers, warmers, microwaves, jugs, extension leads, and multi-boxes (anything that plugs into the Market's electricity supply) before the market day. An RCD (residual current device) will be supplied by the market.

12. **Products that cannot be sold:**

- Live birds or animals
- Fake or copies of designer brand-named goods
- Weapons
- Items associated with the illegal use of drugs
- Offensive, counterfeit or unauthorised products
- Cheap imported goods (the stallholder must have some part in the design/making of their goods)
- Items that the market management may consider unsuitable for the market

Right of refusal

If Kinloch Market management feels that the stall or stallholder is not suitable for the market, or their display/stall is deemed by Kinloch Market to be unfit for, or cause detriment to the market appearance as a whole, then that stallholder will not be accepted. The decision to issue such information is at Kinloch Market management's discretion.

Product Quality

Please ensure that the products you sell are of the highest quality - take only your best to the market. If you feel confident and proud of the quality of what you are selling it will naturally result in more sales.

Food Safety and Hygiene Standards

- All stallholders must trade following the Food Hygiene Regulations
- Safe practices in food handling, cooking and storage are essential to prevent foodborne illness. All stalls must have adequate means of cleaning hands - either with anti-bacterial sanitising gel or wipes. Always clean hands before and after handling food
- All readily perishable food should be stored at a temperature that will protect it against deterioration and spoilage and in accordance with each stallholder's Individual food licence
- Baked goods must be covered with a 'sneeze guard'
- All food must be individually packaged or covered to protect from cross-contamination
- Care must be taken to protect food from cross-contamination when transported to and from Kinloch Market
- Tongs must be used to handle food - not hands. Gloves should be avoided if also handling money
- If food is cooked at the market, care must be taken to ensure that food is cooked through and served promptly to maintain the temperature
- A copy of your current food registration certificate for the premises where the food is prepared must be attached to your application or emailed to kaz@marketcentral.co.nz

Licence of Area Only

- The use of the Kinloch Market area by the stallholder will relate to their provided area only. Kinloch Market shall always be entitled to use, occupy, and deal with the remainder of the property without reference to the stallholder
- The stallholder shall have no rights concerning it, other than the rights of use provided by Kinloch Market

Market Requirements

The stallholder shall comply with the provisions of all statutes, ordinances, regulations and bylaws relating to the use of the area by Kinloch Market or other occupants and will also abide by the rules of all licences, requisitions and notices issued by any competent authority in respect of the area or their use by the stallholder.

Stallholder Obligations

The stallholder will be responsible for:

- Maintaining their area in a proper manner and to the reasonable requirements of Kinloch Market management and maintain the area in a clean and tidy order and the same condition it was in at the commencement of this agreement
- Stallholders must take all their stall waste with them and leave their stall site free of rubbish.
- Insurance
- The stallholder shall not under the control of Kinloch Market do anything in the area or the property whereby any insurance effected by Kinloch Market or by the stallholder be rendered void or voidable or whereby the premium payable shall be liable to increase. The stallholder
- shall pay upon demand all extra premiums payable as a result of any breach of this clause.
- The stallholder agrees to occupy and use the area at the stallholder's risk and releases to the full extent permitted by law Kinloch Market and any employees from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the area or the property.
- All vendors are recommended to consider public liability insurance, but this is not compulsory for involvement with Kinloch Market.

Indemnity by The Stallholder

- The stallholder shall keep Kinloch Market indemnified against all claims, actions, losses, and expenses of any nature, which Kinloch Market may suffer or incur or for which Kinloch Market may become liable in respect of or arising out of; 1. The neglect or careless use or misuse by the stallholder and persons under the control of the stallholder of the area or the property or other services to the area or the property 2. Any accident or damage to property or any person arising from any occurrence in or near the area wholly or in part because of any act or omission by the stallholder and persons under the control of the stall