

HOWICK VILLAGE ASSOCIATION INCORPORATED ("HVA")

STALL HOLDER CONTRACT APPLICATION

Stallholder: _____

Contact: _____

Address: _____

Email: _____

Phone: _____ Fax: _____ Mobile: _____

Site using Gazebo Yes ☐ No ☐ Powered site required Yes ☐ No ☐

Site using Table/Umbrella Yes ☐ No ☐ NZFSA/Council Licences Held Yes ☐ No ☐

Weekly: Yes ☐ Fortnightly: Yes ☐ Casual: ☐

Detailed description of all goods/produce to be sold (be specific): _____

Standard Terms and Conditions:

The Market

1. Subject to any exceptions, the market will run every Saturday from 8.00am to 12.30pm. These are the minimum trading hours.
2. The market will not operate on any Public Holiday that falls on a Saturday (ANZAC Day, Christmas Day, Boxing Day, New Year's Day, day after New Year's Day) unless otherwise notified.

Fees

All current fees are listed on a schedule attached to this agreement.

3. Payment shall be made directly to the HVA either in advance or on attendance at the market
4. Fees may be reviewed by the HVA from time to time and shall give a minimum of one month's notice to stall holders prior to any change in fees. Any such amendment in fees will be advised to the stallholder at the email address above.
5. Payment of fees does not create any form of tenancy or imply a future right or licence.

General

8. Stall types, sites and sizes shall be determined at the sole discretion of the HVA. No stall type, site or size is permanent.
9. Stall holder contracts do not operate on a fixed term. The term of each contract shall be determined at the sole discretion of the HVA.
10. Stall holder contracts and sites are not transferrable or assignable. Any transfer, assignment, or sale (or attempts to do so) of any stall holder contract will result in immediate termination.
11. The HVA will advise all stall holders in advance of special Village promotions and reserve the right to use specific areas for planned entertainment. This may require the stallholder to relocate however the HVA will use its best endeavours to keep disruption to a minimum.
12. Except in the case of the HVA's wilful misconduct or negligence, the HVA is not responsible for or liable to the stall holder for any loss or damage caused or sustained in any way to, or for any theft or loss of, any equipment or fittings used by the stall holders at the market.
13. No failure on the part of the HVA to enforce at any time any of the terms of this contract shall be construed as a waiver of any of its rights under this contract nor shall any such failure affect the validity of any terms of this contract or otherwise prejudice the HVA in any way whatsoever.

Stall Holder Obligations

14. Stall holders must not pack up prior to 12.30pm unless deemed necessary for safety reasons. Any such decision will be made by the HVA.

15. All stall holders must adhere to the HVA Health & Safety Plan detailed below.
16. All stall holders must supply any required equipment including tables, umbrellas and gazebos; all equipment is to be in a safe and reasonable condition acceptable to the HVA. Power sites are strictly limited and only available by prior arrangement.
17. All stall holders hiring gazebos from the HVA must advise the HVA of any damage incurred whilst under their care.
18. All stall holders hiring gazebos must confirm their booking by 3.00pm on the preceding Thursday.
19. Any stall cancellations must be communicated to the HVA by 3.00pm on the preceding Thursday. Failure to notify a cancellation may require payment of the fee for the market not attended and/or result in termination of stall holder contract.
20. All stall holders supplying processed food must comply with food hygiene regulations. A copy of all relevant documents including Street Traders Licence, Food Handling and Food Premises Certificate must be returned to the HVA with this contract and be displayed on the stall at all times.
21. Fruit, vegetables and crafts stall holders do not require a Street Traders Licence.
22. All crafts must be hand-made by the stall holder, subject to any exceptions approved by the HVA Committee.
23. Stall holders are not permitted to vary the produce or goods offered for sale from those already approved by the HVA, unless prior consent is obtained from the HVA.
24. Exclusivity of the sale of goods and products is not available, but the HVA will endeavour to limit the number of stall holders selling similar products.
25. Stall holders shall be responsible for finding suitable parking in the All Day car parks. Stall holders are not permitted to park in Picton Street, Moore Street or in any restricted time car parks. Failure to comply may result in termination of stall holder contract.
26. Bus Stops, Disabled car parks and any yellow dotted lines are No Parking Zones at all times.
27. When using the Picton Street Loading Zone, stall holders are to unload and load promptly.
28. Vehicles must not be driven onto the market site nor bollards removed for any reason.
29. All rubbish and equipment must be removed by stall holders at the conclusion on the market. Using Council rubbish bins for rubbish disposal is not permitted.
30. Stall holders shall keep the HVA indemnified against any loss, costs, damages or liabilities of any kind suffered or incurred by the stall holder as a result of its operations in the market or its breach or failure to comply with its obligations under this contract.
31. Any change in ownership of a stall holder and/or proposed transfer or sale of the stall holder's business shall be promptly notified to the HVA. HVA approval to continue under new ownership will be required.
32. These obligations are binding on any employee or representative of the stall holder.
33. Any notices/newsletters given to any employee or representative of the stall holder shall be deemed to be given to the stall holder.

Health & Safety Regulations

35. Stall holders are not permitted to smoke, vape or have pets on the market site.
36. Any electrical equipment must comply with current electrical regulations. An RCD must be used with all power leads and no lead shall cross any walkway or create a tripping hazard.
37. All entrances to the Howick Information Service must be kept clear unless otherwise authorised.
38. No vehicles are permitted on the market site.
39. No bollards are to be removed to gain any access.
40. Footpaths must be kept clear at all times.
41. Stall holders who manufacture, package, prepare, store, handle or sell food must ensure it is safe by meeting the requirements of the Food Act 2014, Codes of Practice and/or the Animal Products Act 1999 and Wine Act 2003.
42. All stall holder equipment must be constructed to help keep food safe, ie from the elements, people and other activities at the stall, people and activities at adjoining stalls and customers at the stall.
43. Where food is sold unwrapped equipment will need to provide a greater level of protection (eg cover, sides) than where pre-packaged ambient temperature food is sold. Surfaces directly in contact with packaging or food should not contaminate it and be in good condition, free from potential wood/metal/rust/splinters/things that could contaminate it and waterproof and able to be cleaned.
44. Where unwrapped readily perishable food is handled or prepared, facilities at the stall should enable people handling food to wash and dry their hands, equipment and food surfaces to be regularly cleaned and a supply of drinkable water is need for hand washing and cleaning
45. A stall selling pre packaged food or fruit and vegetables or one offering taster samples for pre packaged food may be able to use hand wipes at the stall and on-site services and a spillages kit at the stall, and on-site services to deal with emergency cleaning.
46. All stall holders should provide enough equipment at the stall when cold food needs to be kept cold (eg no more than 4 degrees C, frozen foods need to be kept frozen solid, food needs to be cooked thoroughly and hot food needs to be kept hot (eg above 60 degree C) for taster samples.
47. When transporting food to their stall, stall holders must keep uncooked food apart from cooked or ready to eat food, use clean, covered containers that are kept in good condition and keep parts of vehicles used to carry food clean and free from things that could contaminate it.
48. All stall holders must store and display food at their stall off the ground, protected from the elements, windblown dust, birds, pests and pets; in clean wrapping or in a display cabinet or in a clean, covered container, particularly if it is ready to eat and use equipment that is kept in good condition.
49. Good hygiene practices must be followed by all people handling food. No one with cold or flu symptoms, had sickness or diarrhoea in the previous 48 hours, has sores/lesions on hands, neck or head should be involved in handling food. Hands must be washed and dried before handling or touching food, especially after going to the toilet, handling rubbish or pets, etc. Gloves need to be changed regularly, clean over-clothing must be worn, e.g. apron. Someone handling money should not handle unwrapped food. Clean utensils must be used to handle unwrapped food whenever possible.

50. Stall holders are responsible for meeting the composition and labelling requirements of the Australia New Zealand Food Standards Code (the Code). Consumers must not be misled by information provided with food.
51. Food must not be misrepresented (e.g by saying it is home made when it comes from a supermarket or a product of NZ when it has been imported, or containing a higher proportion of a main ingredient than it does).
52. Organic food needs to meet the same safety and suitability requirements as any other food. It must also meet the same labelling and composition standards.

Termination

53. The HVA shall have the power to terminate any stall holder contract at any time. There is no requirement that notice be given prior to the exercise of this power.
54. Without limiting the HVA's power of termination, the HVA may terminate a stall holder immediately if a stall holder:
 - 54.1 Fails to perform or observe any of the terms in this contract.
 - 54.2 Fails to follow the reasonable directions of the HVA including its representatives.
 - 54.3 Changes its ownership, disposes of or transfers its business to another entity without first obtaining the consent of the HVA in terms of clause 31.
 - 54.4 Is party to activities viewed by the HVA to undermine the ongoing success of the Howick Village market.

Dispute Resolution

55. Any dispute arising regarding the interpretation of this contract or any other issue arising out of this contract, the parties shall in the first instance, attempt to resolve the issue between them in good faith.
56. In the event that the matter remains unresolved, the parties shall refer the matter to mediation (whether formal or informal).

I/We agree and acknowledge the following:

- 57 In considering a stall holder application, the HVA Committee will take into account a number of factors including, but not limited to, the following (not in any particular order):
 - 57.1 Approved applicants on the waiting list
 - 57.2 The type of products to be sold
 - 57.3 The number of stall holders providing similar products
 - 57.4 Those entities that are members of the Howick Village Business Improvement District
 - 57.5 The interests of local businesses
 - 57.6 The HVA's obligations to the Auckland Council pursuant to its Deed of Licence.
- 58 The HVA Committee shall in its sole discretion determine whether an application for a stall holder contract is approved or not.
- 59 The HVA Committee is not required to give any reasons for declining an application.
- 60 The HVA Committee may approve an application subject to any conditions as it sees fit.
- 61 I/We have read the terms and conditions of the stall holder application and agree to be bound by them in the event that an application for a stall holder contract is approved by the HVA Committee

Signed: _____ **Dated:** _____

Print Name: _____

On behalf of: _____

Signed for and on behalf of HVA by:

_____ **Dated:** _____

Print Name: _____