

## Hororata Highland Games Stallholder Application Terms and Conditions

The Hororata Highland Games are being held at the Venue during the Time on the Date set out in the Stall Information (HHG). The HHG is promoted and run by the Hororata Community Trust (New Zealand Charities Commission number CC46824) (together with its officers, agents and contractors HCT).

### 1. Stall Applications and payment

- 1.1. Applications to be a stallholder at the HHG should be made by completing the Application Form and submitting it to the address and by the closing date specified in the Application Form.
- 1.2. Applications to be a Stallholder at the HHG are subject to acceptance by the HCT. The HCT's decision as to the acceptance of each application will be final and no correspondence will be entered into. Acceptance will be fully processed upon the issue of an invoice and payment of the applicable stallholder fee.
- 1.3. The Application Form must be completed in full with accurate information provided on goods to be sold from the Stall and details of the brand(s) which will be represented on the Stall.
- 1.4. The Stallholder may not assign or transfer their Stall or their rights under Agreement without the prior written consent of the HCT.
- 1.5. Stallholders selling food of any description must send a copy of their Food Control Plan Registration or Health Certificate of Registration with their Application; with the exception of volunteer fundraisers.
- 1.6. These Terms and Conditions and the Information Sheet form part of the Application and Agreement.

### 2. Site

- 2.1. The Stallholders must efficiently and adequately manage its Stall and deliver services and products that are of high quality and standard and meet or exceed the accepted standards of service, quality, and competence for the relevant industry or area and ensure that no offensive, noxious, illegal, or dangerous goods are brought onto the Venue.
- 2.2. The Stallholders cannot sell goods from a vehicle, unless by prior permission from the HCT.
- 2.3. The number of Stalls available at the HHG is limited. The HCT has the sole discretion to determine the size, shape, and location of each stall at the HHG. The HCT's decision as to the size, shape, and location of the stalls is final.
- 2.4. The Stallholders must only use the Stall allocated to it by the HCT for its intended purpose and for the sale of products and services described in the Application.
- 2.5. The Stallholder will not have any exclusive rights to sell its products and services.
- 2.6. No promotional or marketing material for products or services, other than those being sold from the Stall, are to be distributed at the HHG, unless by prior permission from the HCT.
- 2.7. The Stallholders cannot distribute any printed material or sell products or carry out any marketing and promotion activities from any other location at the Venue except from within the boundaries of their own Stall, unless by prior permission from the HCT.
- 2.8. No alcoholic drinks are to be sold by the Stallholder, unless by prior permission from the HCT.
- 2.9. The HHG is a licensed event and BYO alcoholic drinks, even when consumed on a stall site a strictly prohibited.
- 2.10. Food (whether for consumption on or off the Venue) may only be sold by the Stallholder if it is described in the Application, unless by prior permission from the HCT.
- 2.11. No raffles can be sold from the Stall, unless by prior permission from the HCT.

- 2.12. The HCT reserves the right to restrict stallholders from selling or promoting any products which conflict with the interests of any sponsor of the HCT or the provisions of any sponsorship agreement to which the HCT is party.
- 2.13. The Stallholder must ensure that no act or thing is permitted to be done at the Venue in connection with the provision of the Stallholder's products or services which may be of a nuisance, disturbance, or annoyance to any other person or the general public present at the HHG.
- 2.14. The Event Manager of the HHG has the power to enter any Stall site at any time and remove any article, picture or printed matter which in his/her opinion may cause offence to the public, or which is in breach of these terms and conditions or is not in keeping with the requirements of the HHG.
- 2.15. Stalls must be set up and packed down within the Pack in and Pack out times set out in the Stall Information.
- 2.16. Stallholders are responsible for the removal of all their own site rubbish.
- 2.17. Stallholders are required to comply with all waste management instructions at the event. This may include using approved packaging. Stallholders maybe have their packaging audited by the waste management team at the event.
- 2.18. The site must be left in the same condition as hired, any damage to buildings or marquees will be the responsibility of the Stallholder.

### 3. Health and Safety

- 3.1. Stallholders must comply with the health and safety policies and plans of the HCT in relation to the HHG, as stated in the letter of acceptance and are required to follow the instructions of HHG officials at all times.
- 3.2. Stallholders must comply with all statutes and regulations, local body bylaws and consents.
- 3.3. Stallholders are responsible for preparing and monitoring Health and Safety audit of their site by identifying, isolating or managing any potential hazards for staff, volunteers, contractors and the public.
- 3.4. Stallholders are responsible for briefing all staff and volunteers on their site regarding the Health and Safety planning and monitoring of their site.
- 3.5. Stallholders are required to have a suitable, approved fire extinguisher on their Stall at all times, if flammable materials are present.
- 3.6. Stallholders must keep all products, display equipment and signs within the allocated Stall, unless by prior permission from the HCT.
- 3.7. All tent and marquee pegs must be covered with sand bags, as must other dangerous spikes, and protruding objects.
- 3.8. Stallholders must ensure they keep walkways clear.
- 3.9. Stallholders must have their Stall completely set up prior to 8:45am on the Date of the HHG and must not commence packing down their Stall until after 5.00 on the Date of the HHG. Vehicles must not be driven inside the HHG area between 9am and 5.00pm on the Date of the HHG. When vehicles are allowed the speed limit is walking speed, not to exceed 10km per hour. Vehicles must give way to pedestrians.
- 3.10. St Johns are on site to offer first aid assistance on HHG day. During set up and pack down first aid is available from the Admin Building.
- 3.11. Accidents and hazards must be reported to the Event Management of the HHG.

#### 4. Liability

- 4.1. Stallholders agree to bear all costs and expenses relating to their Stall including responsibility for their own insurance, consents and/or licenses required to sell their products. In no event shall the HHG organisers be liable for any damages or loss of revenue, profits or stock.
- 4.2. The Stallholder and its personnel present at the HHG must behave in a lawful and appropriate manner at all times, and the right of admittance of the Stallholder and its personnel to the HHG is reserved. Any personnel attending the Stall aged 16 years and under must be accompanied by an adult.
- 4.3. The Stallholder will indemnify HCT against any and all losses, costs, claims, damages, expenses, actions and proceedings which the HCT may incur or suffer directly or indirectly by reason of or in any way arising out of or in connection with a breach of these terms and conditions by the Stallholder.

#### 5. Cancellation of HHG

- 5.1. The day will be held wet or fine. Only in extreme circumstances will the HHG be cancelled.
- 5.2. The HCT reserves the right to postpone or cancel the HHG prior to the date of the HHG or to terminate the HHG at any time on the Date of the HHG at any time and for any reason, including (but not limited to) due to a Force Majeure Event.
- 5.3. The HCT shall not be liable to the Stallholder for any compensation whatsoever as a result of postponement, cancellation, or termination of the HHG.

#### 6. Termination of Agreement

- 6.1. The HCT has the right to terminate this Agreement in the event that the HHG is postponed, cancelled, or terminated (including pursuant to clause 5.3), or in the event that the Stallholder is in breach of this Agreement either by written notice or (on the Date of the HHG) verbally.
- 6.2. The Stallholder does not have any right to terminate this Agreement once the Application has been accepted by HCT.
- 6.3. Where this Agreement is terminated by the HCT or where the Stallholder cancels its application or fails to attend at the HHG, the Stallholder will remain liable for full payment of the fee for the Stall in accordance with the Application, except at the discretion of the HCT, provided that where this Agreement is terminated by the HCT pursuant to clause 5.2 solely due to a Force Majeure Event (and not for any other reason such as the breach by the Stallholder of this Agreement) the HCT will refund any stallholder fee (or deposit) already paid by the Stallholder to HCT prior to termination of this Agreement.

#### 7. General

- 7.1. The information collected in this form will be securely held by the HCT and will be used for the purpose of the administration and promotion of the HHG. The HCT may use the names and photographs of the Stallholder and the Stall for administrative and promotional purposes.
- 7.2. In these terms and conditions, unless the context otherwise requires:  
**Agreement** means the agreement between the HCT and Stallholder comprised of the Application, Stall Information, and these terms and conditions, once the Application has been accepted by the HCT.  
**Application** means the application form completed by the Stallholder to which these terms and conditions relate.  
**Force Majeure Event** means any cause or circumstance beyond the reasonable control of the HCT including but not limited to acts of God, , earthquake, fire, explosion, flood, storm, or other adverse weather conditions, accident, riot, civil commotion, insurrection, epidemic, pandemic, national emergency (whether in fact or law), act of war or terrorism (whether declared or not), or Governmental or Local Authority action, restrictions, restraint, direction, or embargo.  
**HCT and HHG** have the meanings ascribed above.  
**Site** means the Stall and surrounding area within the Venue.  
**Stall** means the stall allocated to the Stallholder upon acceptance of that Stallholder's application.  
**Stall Information** means the HHG Information Sheet accompanying these terms and conditions.  
**Stallholder** means the person or organisation named in the Application.  
**Venue, Date, Time, Pack in, and "Pack Out"** have the meanings set out in the Stall Information.