



Site Operators Terms and Conditions 2019

Site Details

All sites are 3x3 metres

- You may book as many sites as you require
- Please indicate your site location preference, but note the Waimate Strawberry Fare site convenor reserves the right to assign sites as they see fit.
- The Strawberry Fare Committee reserves the right to limit the number of stalls selling similar items.
- Power sites are limited and are available to food vendors only unless by prior arrangement. There is an additional charge for power. – **Only generators provided by /or pre-approved by the Strawberry Fare Committee may be used on site**
- Power usage – if there is a power outage, first priority will be to safeguard the power supply to the sound system.
- Sites are marked with iridescent marker on the grass
- The Site Manager will be on site on the day from 7.30am.
- The event will take place wet or fine
- **Site holders can rebook for the following year at the Strawberry Fare Office from 2pm onwards. Preferential booking for previous years stall holders is only open until 28th February the following year, your site is not guaranteed after this date. Book early to avoid disappointment.**

Requirements:

- **All stall holders, their staff and volunteers are required to read and comply with Strawberry Fare Health and Safety Plan – (available from the Strawberry Fare Website)**
- Stall Holders **MUST** display their Stall Card on their site
- Stall holders must create bright and professional displays of a high standard. To ensure exhibits meet our standards, the Waimate Strawberry Fare Committee reserves the right of refusal. The selling of second hand items is not permitted.
- You are required to keep your site clean and tidy during the fare. Stall holders must remove all their own rubbish. Failure to comply with this could jeopardise your next year's application.
- Security of your stall is your responsibility. Please do not leave your site/money unattended and do be aware of those who may remove goods while your attention is elsewhere.
- Dismantling of stalls may not begin until **4.00pm**
- The moving of vehicles on site between the hours of 10am and 4pm on Strawberry Fare day will be classed as reckless conduct under the Health and Safety Act, 2015 Section S47 and persons doing so are liable for prosecution.
- You must contain your entire display, serving areas and advertising **within the bounds of your own site** with no encroachment into walkways or neighbouring sites. Tent pegs to be covered to avoid injury to others.

- All constructions in your display must be of sturdy design and materials.
- You must ensure that you eliminate the risk of harm to yourself and any other person during the set-up and dismantling times. You are bound by Health and Safety at Work Act 2015 Refer <http://www.business.govt.nz/worksafe/about/reform>

Terms of Trade

Your payment in full must be received before any sites are reserved.

Conditions of Trade

For the purposes of these conditions, the stall holder, the stall holders assistants are all referred to as 'the stall holder'. The staff of Waimate Strawberry Fare are referred to as 'the organisers'.

1. The organisers shall not be liable for any injury to the stall holder or for any loss or damage to the stall holder's wares or personal property. Insurance against these is the sole responsibility of the stall holder at his/her cost.
2. Any damage to the fare sites, power supply, marquees or grounds caused by a stall holder is to be repaired at the stall holder's expense.
3. The organisers have the right to cancel this contract and to remove any product, advertising or site(s) from the fare without notice, and to retain any money in relation thereto and shall not be liable for any resulting losses to the stall holder:
 - If the stall holder infringes any of the requirements or conditions.
 - If in the organiser's opinion, any product, advertising, site display is not in the best interest of the Waimate Strawberry Fare or may be a cause of offence or harm to the public.
 - If the organisers' fail to perform or fulfil any of their contractual obligations caused by any circumstances including but not limited to acts of God, fire, flood, war, public/natural disaster, industrial dispute or Government enactment.
4. In the event of any dispute about the interpretation of the requirements or conditions, the organiser's interpretation shall be final and binding.
5. Stall holders are asked to leave their dog at home. Dogs are not permitted on either park for the duration of the fare and stall holders will be asked to leave immediately if this rule is not adhered to.

Cancellation Policy

In the event of your withdrawal from Waimate Strawberry Fare after you have been accepted, applications for refund will be accepted in writing/email only and received by 30 September 2019.

Any refund of fees will be subject to the deduction of \$10.00 administration fee.

If you withdraw after 30 September 2019, you are liable for the full payment of your site fees and **no refunds** will be given. This cancellation and refund policy will be applied in every case without regard to the reason for the withdrawal.

Please retain this information for future reference.