



# WEEKENDEVENTS

## EVENT GUIDE

### TERMS & CONDITIONS

## 2024/2025

#### APPLICATION

Applications for stall space should be made on the website - [weekendevents.co.nz](http://weekendevents.co.nz)

All Stallholders and Vendors must consent to the Terms and Conditions of the Event as stated in this document and provide a Health & Safety plan and any other relevant information.

1. Stallholders must apply on the website – [weekendevents.co.nz/apply](http://weekendevents.co.nz/apply)
2. An approval is sent via email
3. Once the approval email is sent the stallholder may book sites through the booking system
4. Sites can be booked for one date or multiple dates.

Other Vendors can book via after discussion and agreement with the WeekendEvents team. The booking system is still required to be used for vendors for site info and communication. Vendors will need to create an account.

Quality, handmade, NZ made and local products are given preference. Approval may be for some or all WeekendEvents Events.

#### TRADING HOURS

##### **Waihi Beach Summer Fair** – 10am-4pm.

Set up time allocated to each stall to reduce congestion. This information will be emailed to the Stallholder/Vendor in the Event Info Pack prior to the event.

##### **Tutukaka Twilight Markets** – 4 – 8pm.

Set up from 2pm.

##### **Plantopia** – 8am – 4pm

Set up the day prior. Set up time allocated to each stall to reduce congestion. This information will be emailed to the Stallholder/Vendor in the Event Info Pack prior to the event.

##### **Whangarei Maritime Festival Markets**

10am – 3pm – Sat & Sun

Set up time allocated to each stall to reduce congestion. This information will be emailed to the Stallholder/Vendor in the Event Info Pack prior to the event.

#### STALL FEES (per event, GST inclusive)

##### **Tutukaka Twilight Markets**

- Fresh Produce Stall 3x3 - \$40
- Craft/Clothing/Other Stall -3x3 \$40
- Food Stall 3x3 - \$50 (food consumed off site)
- Food Truck or Coffee Cart (food consumed on site - supplying own power) - \$70

##### **Waihi Beach Summer Fair**

- 3x3 Stall - \$115
- 3x3 Stall - \$150 (Corner)
- 6x3 Stall - \$195
- Food or Coffee Cart - \$220 (food consumed on site)

##### **Plantopia**

- 2x2 Stall - \$60
- 3x2 Stall - \$90
- 6x3 Stall - \$180
- 9x2 Stall - \$270

\*Sites are \$30 per metre. Talk to us if you want a bigger/smaller option.

### **Maritime Festival Markets – A Partnership Event**

- 3x3 Stall - \$50
- 6x3 Stall - \$100
- Food or Coffee Cart - \$100 (food consumed on site)

### **PAYMENT OF STALL FEES**

- Stall fees must be paid at the time of booking, the booking system will only accept bookings with payment.
- Cash payments on the day will not be accepted, sorry!

### **STALLHOLDER CANCELLATIONS, REFUNDS & CREDITS**

#### **Tutukaka Twilight Markets**

In the case that a Stallholder cancels their place in an upcoming event and gives notice at least 48 hours before the event opens their booking fee will be transferred to their chosen date.

WeekendEvents must be notified via email.

In the case that a Stallholder gives less notice of non-attendance, no transfer/refund is available.

In the instance that an event is cancelled due to weather, pandemic or any other unforeseeable reason, no refunds or credits are available.

No refunds will be provided at any stage.

If a Stallholder cancels three events in a row their future stall position is cancelled and they will need to reapply.

#### **Waihi Beach Summer Fair**

The Summer Fair will operate rain or shine, as long as it is safe to do so.

No refunds if the stallholder cancels or if the event is unable to run due to weather, an act of god and pandemic or an otherwise unforeseen situation.

If the stallholder cancels before 1st December a \$40 administration fee will be retained with the

remainder returned to the stallholders.

Cancellations after that date will mean all fees are forfeited.

#### **Plantopia**

Plantopia will operate rain or shine, as long as it is safe to do so.

No refunds if the stallholder cancels or if the event is unable to run due to weather, an act of god and pandemic or an otherwise unforeseen situation.

If the stallholder cancels before 1 Aug a \$40 administration fee will be retained with the remainder returned to the stallholders.

Cancellations after that date will mean all fees are forfeited.

#### **New Events**

New events may be added to the WeekendEvents schedule after the Event Guide is updated for the season. In the case of a new event being created – no refunds or credits will be provided. These terms may be adjusted at the discretion of the WeekendEvents team. New event details will be added to the Event Guide before the new season.

#### **EVENT NO-SHOWS**

If a Stallholder does not show up to an event without an explanation,

- No refunds will be given
- Their site may be reallocated to another Stallholder (Summer Fair close off by 9am, Tutukaka close off 3.30pm, Plantopia – 7pm on Friday, Maritime Festival Markets – 9am).
- Their future stall position is automatically void and they will need to reapply.

#### **VENDOR ATTENDANCE**

Booked vendors agree to arrive at the event on time and comply with all of the site specific information provided by WeekendEvents & the Health & Safety laws. All care will be made to ensure the Vendor is given site information, arrival times for set up and pack up times prior to the event.

Vendors that fail to turn up, and where there is a significant impact to the event, may be pursued for breach of contract.

### **EVENT CANCELLATIONS**

Our events are all-weather events and will operate in varying weather conditions.

No refunds are issued to any Stallholder/Vendor if the weather deteriorates during the day.

You should not apply for a stall/vendor space unless you are prepared to take the risk on weather, this includes ensuring you're prepared to trade in wet and windy conditions. Please do not ask or expect us to take away the risk for your business by demanding refunds or making a complaint. The Terms & Conditions document enables stallholders and vendors with the information needed for to make a decision about attending a WeekendEvents event.

WeekendEvents does not take responsibility for any damaged goods, nor will WeekendEvents allow Stallholders or Vendors to vacate the premises prior to the official closing time, unless management deems the event cancelled.

The event will only be cancelled if there is torrential weather the morning of the event or there are external factors restricting the market from going ahead. If the weather on the day poses a Health & Safety risk, the event will be cancelled.

You will be informed via email & if possible, by text at least 3 hours prior to trading if the Event has been cancelled if the weather forecast makes this possible. If the forecast is available earlier, WeekendEvents will notify Stallholders and Vendors as early as possible. If the weather is undetermined, please check the event social media pages on the day for updates.

All efforts will be made to contact Stallholders or Vendors but if the message is not received, WeekendEvents takes no responsibility.

### **STALL SITES, SIZES & EQUIPMENT**

- The standard site size for is 3m x 3m (single) or 6m x 3m (double).
- Food stalls are 6m x 3m (or 6x6m at the Summer Fair).
- Vendor spaces will be agreed upon and defined prior to the event

Stallholders and Vendors must bring all of their own equipment with them, including gazebos and tables.

If a stallholder exceeds the standard stall size, they will incur a further full stall fee of \$10 per metre unless authorised in advanced.

Stallholders/Vendors must ensure that all stall items (display, stock, signage, gazebo and tent pegs) are kept within the perimeter of their own site boundary and not impede the public walking area in anyway.

Food trucks/Vendors requiring power must bring their own power leads and adapters. All electrical devices must be tagged & tested.

WeekendEvents will allocate sites and provide Stallholders and Vendors with a map prior to the event day via email.

The organisers reserve the right to allocate sites and alter the site plan. No discussion will be entered into regarding the site allocation. But please include your preference in the booking system (i.e. sun behind etc). If you set up in the site not allocated to you, you will have to move.

### **PACKING UP AND PACKING DOWN**

WeekendEvents will allocate sites and provide Stallholders and Vendors with a map prior to the market day via email.

#### **Waihi Beach Summer Fair**

Stallholders will have access to their site to begin setup from 6.30/7/7.30/8 or 8.30am and must be ready to trade at 10am. Your set up time will be emailed to you.

Vendors will be provided with a suitable time to set up/pack up.

Vehicle access to the reserve will be closed at 8.30am in the interest of public safety.

Sales begin at 10am and close at 4pm. Even if you sell out of product, all Stallholders are required to stay at the market until closing. Please don't begin packing up until after the market closes.

Do not bring or move vehicles on the reserve until after the market closes to public at 4pm and the onsite staff have opened the reserve to stallholder vehicles. In the interests of safety, we will actively remove the public from site at the end of the Summer Fair. Once it is safe to do so, vehicle movements may commence.

### **Tutukaka Twilight Markets**

Stallholders can access their site for set up from 2pm. Stalls must be ready to trade by 3.45pm. Vehicle access to the reserve will be closed at 3.30pm for public safety.

Vendors will be provided with a suitable time to set up/pack up.

Sales begin at 4pm and close at 8pm. Even if you sell out of product, we require you to stay at the market until closing. Please don't begin packing up until after the market closes. Please follow the directions emailed to you for parking.

### **Plantopia**

You will be given access to the venue for set up the day prior. Set up time frames will be sent to all stallholders in advance.

Vendors will be provided with a suitable time to set up/pack up.

The event opens at 8am so all stalls must be set up and ready to trade.

The event closes at 4pm. Please don't begin packing up until after the market closes.

Access to the venue will be managed on the day. Details will be provided with the event information for booked stallholders and vendors

### **VEHICLES**

Vehicles are to drive at 5kph within all Market grounds at all times. Vehicles are not allowed to drive on the reserve during the market trading hours of 10am-4pm (Waihi Beach Summer Fair), 4-8pm Tutukaka Twilight Markets. Once the event has finished, wait until the site is cleared of the public before entering with your vehicle.

Plantopia is located inside Forum North. There is parking around the area. Event information will provide stallholders with details.

### **ELIGIBLE PRODUCTS**

WeekendEvents prides itself on having a diverse selection of stalls, food vendors or other vendors. From time to time we may not be able to accommodate a new vendor who sells products similar to an existing vendor. If a stallholder wishes to sell products labelled as Organic, they must provide documentation from an accredited certification authority for each product and label accordingly.

We want to maintain a high quality and unique craft section. We want well-presented stalls and we encourage our vendors to be creative with their space. We will choose quality over quantity and we like our stalls to specialise in their chosen item so we can offer a good variety to our customers. Stalls selling second hand/flea market type goods will not be accepted. Low ticket/\$2 Shop goods will not be accepted. We reserve the right not to enter into correspondence or otherwise explain the reasons for our decisions.

If you plan to sell any products that differ to the category initially identified in your application you will need to email [hello@weekendevents.co.nz](mailto:hello@weekendevents.co.nz) for approval. Selling products not listed on your

application form will result in termination of your future stall position.

### **UNACCEPTABLE PRODUCTS**

Items that the market management may consider unsuitable for the market include: - 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.

### **PUBLIC LIABILITY INSURANCE**

All stallholders are advised they should consider public liability insurance but is not compulsory for involvement with WeekendEvents.

Vendors must have public liability insurance.

### **POWER REQUIREMENTS**

Stalls/Vendors using generators must note this in the application process so they can be sited accordingly.

All appliances, leads etc must have current tested & tagged equipment.

Please note that all stallholders/vendors requiring power must supply their own power leads and adaptors.

### **PARKING**

Please do not park in the closest or best car parks as these are needed by our customers!!!

All Stallholders to park where directed. This will be in your site information.

### **WASTE MANAGEMENT**

Planet earth is a beautiful place. All life is precious. Please do not use plastic bags unnecessarily, WeekendEvents encourages you to use reusable bags or none at all.

Stallholders/Vendors must take all their stall/trade waste away with them.

Stallholders/Vendors must leave their stall site free of rubbish. Failure to clean up adequately

will incur a cleaning fee and may affect your future applications.

### **FOOD SAFETY**

Food vendors must ensure that they have appropriate, and current, food safety certificates and registrations and comply with Food Act. These must accompany the stallholder at every market.

Stallholders who have Food Safety certificates/registration must keep their up to date certificates in the booking system.

### **HEALTH & SAFETY**

Due to the changes to the Health & Safety laws in April 2016, anyone conducting business is now expected to have a Health & Safety plan. All stallholders & Vendors must provide a copy of their Health & Safety plan with their application form. A sample template will be provided on the website. All Stallholders and Vendors must comply with Health & Safety laws at all times at the event and during set up and pack up.

### **FIRE/EMERGENCY EVACUATION**

Waihi Beach: In the event of a fire or other type of emergency, head to the top of the hill at the back of the Wilson Park reserve.

Tutukaka: In the event of an emergency, head to the main road and wait in a safe location..

Plantopia – exit the venue promptly and gather in the public carpark

Do not re-enter the event until you are told it is safe to do so.

Follow instructions from WeekendEvents staff or the emergency services.

### **INCIDENTS & ACCIDENTS**

Report to HQ/Info tent and file incident report immediately - no matter how minor the incident or accident may be.

We have a First Aid Kit at the HQ/Info Tent for minor injuries.

In the case of a serious or unknown injury/medical event or other type of emergency, call 111 in the first instance then alert the WeekendEvents staff at the HQ/Info Tent.

### **STALLHOLDER/VENDOR CODE OF CONDUCT**

Stallholders and Vendors are bound by this code. Failure to adhere will result in the issuing of a letter of breach.

- Be considerate towards neighbouring businesses and residents adjoining the Market.
- Are present at all time of operating hours;
- Do not conduct themselves in a violent, abusive or offensive manner; or
- Do not occupy a Stall whilst under the influence of alcohol or illegal drugs.
- Act at all times, professional and courteous to both other stall holders, management and customers;
- Do not create a toxic and negative environment. If you have complaints or feedback, please email [hello@weekendevents.co.nz](mailto:hello@weekendevents.co.nz) – we are happy to help wherever possible
- Arrive at the designated time of set up and commence pack up
- Packing up earlier will result in termination of stall and late arrivals will forfeit their stall position
- Adhere to WeekendEvents & council reserve no smoking policy;
- Do not drive on the reserve within market trading hours.
- Shall not conduct themselves in a violent, abusive or offensive manner or use violent, abusive or offensive behaviour; or harass Market staff, other Stallholders/vendors or the public;
- The stallholder shall not use any part of their area for any other use other than the stated business use as set out in the application form.
- Shall not tout or aggressively solicit sales;
- Shall do all things reasonably necessary to promote the best interests, image and welfare of the WeekendEvent events;
- Shall not comment adversely on, or with respect to, WeekendEvents, staff or management, traders and businesses, and other market Stallholders/vendors, on the Internet or on a public

occasion;

- Shall not engage in any behaviour that brings the WeekendEvents into disrepute;
- Shall not utilise the event to generate vendors for another event. No poaching of stalls/vendors;
- Shall adhere to all district, regional and national laws and regulations for equipment, vehicle movements, machinery, technology or any other product/item they are using/selling at the Event. This includes all entertainment devices – inflatable and fun rides or similar
- Vendors agree to arrive at the event at the allocated time and provide the service they agreed to provide in a professional manner and in a way that enhances the Event positively.

### **NON COMPETE CLAUSE**

- Stallholders & Vendors that attend any WeekendEvents Events agree that they will not, directly or indirectly, organise any event that competes with the Event (as defined below) within the District (as defined by local authorities) that the event is situated during the term of this Agreement and for a period of 2 years following the season to which the Terms & Conditions cover. This document is for the term 2024 & 2025 and covers the following two years 2026 & 2027. The 2 year period would end on January 1 2028.

A "Competing Event" means any event that is similar in nature to the Event, duplicates the Event and is likely to attract the same audience or clientele, or is designed to replace the WeekendEvents event.

### **BREACHING THE TERMS & CONDITIONS**

#### **1. Breach and Remedies:**

In the event of a breach of this Agreement (including the non-compete clause and the code of conduct) by stallholders and/or vendors, WeekendEvents reserves the right to pursue all remedies available at law or in equity, including but not limited to injunctive relief, monetary damages, and termination of this Agreement, for all losses and expenses suffered or incurred by WeekendEvents as a result of such breach.

## 2. Right to Enforcement:

Each provision of this Agreement shall be separately enforceable. The rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise of any one or more of such rights or remedies shall not preclude the exercise of any other rights or remedies that may hereunder or by law be available.

### ADHERING TO RULES

Stallholders & Vendors must adhere to WeekendEvents terms & conditions and site specific rules at all times. All Stallholders and Vendors will be provided with site specific information prior to the event.

WeekendEvents has a strict three strikes policy. Should you be warned three times for breaching our rules, your stall position will be terminated.

WeekendEvents will assess all applications and advise applicants as to whether they have been approved via email.

We reserve the right not to enter into correspondence or otherwise explain the reasons for our decision.

In completing the online Application process, the applicant confirms that they have read and understood and agree to WeekendEvents terms & conditions, should their application be accepted, occupying a stall at WeekendEvents events conditional upon compliance with these terms.

### MARKETING & SOCIAL MEDIA

We encourage all Stallholders & Vendors to advertise their involvement with the WeekendEvents. If you think you have a good story and/or images that we could include in the WeekendEvents social media feeds then please email us at [hello@weekendevents.co.nz](mailto:hello@weekendevents.co.nz) and we'll be in touch.

We ask that you please use the correct logos when advertising the WeekendEvents - please email: [hello@weekendevents.co.nz](mailto:hello@weekendevents.co.nz) for logos,

images of the market, flyers etc. Use of the WeekendEvents, Waihi Beach Summer Fair logo, Tutukaka Twilight Markets & Plantopia NZ are subject to copyright laws.

If you're sharing content please tag us in using [@eventname](#)

WeekendEvents management reserves the right to choose which content is shared on our social media platforms.

### COMMUNICATION AND IMAGE USE POLICY

WeekendEvents will communicate with you regularly via email. Your details will be kept in our booking system whilst you're an active Stallholder.

In agreeing to this application you permit WeekendEvents to place your details on our database and send to emails with further information regarding our activities.

In agreeing to this application you permit WeekendEvents to pass on your details to any customer of WeekendEvents events for sale and service enquiries. This may include email and phone numbers.

You also provide WeekendEvents with permission to use images and copy supplied to us within this application for promotional material, such as on our website or elsewhere.

Please note that WeekendEvents will always act in accordance with The Privacy Act.

### COMPLAINTS

Any complaints are to be directed in writing to [hello@weekendevents.co.nz](mailto:hello@weekendevents.co.nz).

WeekendEvents is not liable for any claims made by customers against Stallholders/Vendors regarding faulty, inedible or misrepresented products sold by Stallholders/Vendors and the use of their equipment at the WeekendEvents events.

All complaints made by customers regarding any product, food, or service sold at any specific

market by any stall will be referred back to the Stallholder to deal with. If satisfaction on the matter is not gained then the customer can take their complaint to the Commerce Commission of New Zealand.

## THE FINE PRINT

### INDEMNITY BY THE STALLHOLDER/VENDOR

The Stallholder/Vendor shall keep the WeekendEvents indemnified against all claims, actions, losses, and expenses of any nature, which WeekendEvents may suffer or incur or for which WeekendEvents may become liable in respect of or arising out of;

1. The neglect or careless use or misuse by the Stallholder/Vendor and persons under the control of the Stallholder/Vendor 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 by reason of any act or omission by the Stallholder/Vendor and persons under the control of the Stall/Vendor.

3. Any claims made by customers against Stallholders/Vendors regarding faulty, inedible or misrepresented products sold by Stallholders/Vendors at any of the WeekendEvents events.

### EVENT REQUIREMENTS

The Stallholder/Vendors shall comply with the provisions of all statutes, ordinances, regulations and bylaws relating to the use of the area by the WeekendEvents management or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the area or their use by the Stallholder/Vendors.

### THE LICENSE OF THE AREA

The use of the WeekendEvents area by the

Stallholder/Vendor will relate to their provided site only, and the WeekendEvents management is entitled to use, occupy and deal with the remainder of the property without reference to the Stallholder/Vendor.

### INSURANCE

The Stallholder/Vendor shall not do anything in the area or the property which would result in any insurance affected by the WeekendEvents or by the policy being rendered void or voidable or whereby the premium payable shall be liable to increase. The Stallholder/Vendor shall pay upon demand all extra premiums payable as a result of any breach of this clause.

### MARKET GUIDE

WeekendEvents will make every effort to maintain prices and market terms, however, WeekendEvents reserves the right to update our Event Guide as required due to price increases, changes to event regulations, new events or other unforeseen changes outside of our control.