Marton Harvest Festival

Stallholder Terms and Conditions 2027

These terms explain how stall bookings work, what you and the organiser are responsible for, and what happens if a booking or the festival changes. Please read them before completing your registration.

The organiser is Rangitīkei District Council. In these terms, “we”, “us” and “Festival Management” mean Council and its authorised festival team. “You” means the person, business or organisation named as the stallholder. The festival date, venue, opening hours, site size, fees and payment deadline are those set out in the registration information and your booking confirmation.

1 Bookings and stall layout

We assess applications in the order received, taking account of available space, safety, the suitability of products and a broad mix of stalls. An application is not a confirmed booking until we accept it in writing. If we decline it, we will give a brief reason on request and return any booking payment in full.

Your application must describe all goods, services and activities you intend to offer, including any food, alcohol, power, vehicle or extra space requirements. Only approved products and activities are permitted. You must obtain written approval before changing these or sharing, transferring or subletting your site.

The total price, including GST where applicable and any power or other agreed charges, must be provided before you commit to the booking. Pay by the deadline in your confirmation. If payment is late, we will give written notice and a reasonable opportunity to pay before cancelling your site.

We allocate sites to support a safe, accessible and practical layout. A particular location or exclusive right to sell a product is not guaranteed unless confirmed in writing. We will email the site plan about one week before the festival and notify you of significant changes. Section 12 explains your rights if we change your booking.

Keep your stall, displays, equipment and customer queues within your allocated space unless we agree otherwise. Tell us in advance if your activity may cause crowding, noise or access problems so we can plan a suitable location.

You must provide your own shelter, tables and equipment unless your confirmation says otherwise. Power is available only at approved sites, subject to capacity and the agreed charge. Tell us your electrical load before booking power.

Generators need prior written approval. The festival noise limit is 60 dB, measured at the boundary of your allocated site, and generators must not create unreasonable noise, fumes or other hazards. We may require a generator to be moved or switched off if necessary for safety or to prevent unreasonable disturbance.

Hawkers, street sellers, buskers and product giveaways need prior approval and registration. We may restrict products or activities for lawful reasons such as safety, licensing or the published festival selection criteria. Any restriction affecting an accepted booking will be handled under sections 7 and 12.

Illegal goods, tobacco, vaping products and other unlawful or dangerous products are not permitted. Alcohol is allowed only with our written approval and all required licences and permissions. Section 5 sets out further requirements.

The festival is politically neutral. Active party or candidate campaigning and pressuring visitors to adopt political or religious views are not permitted. Religious and community groups may apply to sell goods or fundraise on the same basis as other applicants. Restrictions will be applied reasonably, consistently and in line with the law; affiliation alone is not a reason to refuse a stall.

2 Vehicles and access

Vehicle access for unloading is between 7.00 am and 9 am, and for loading between 3 pm and 4 pm, unless we agree another arrangement in advance. These times depend on the site being safe and closed to the public. Follow marshals' instructions at all times.

Unload or load promptly, do not leave a vehicle unattended in a public thoroughfare, and do not serve customers while loading or unloading. Remove your vehicle immediately afterwards unless it is approved to remain at your site.

A limited number of sites can accommodate vehicles. These are allocated in application order where there is a practical reason for the vehicle to remain, subject to safety and available space.

Use designated parking areas and keep emergency routes, service roads, loading bays and accessible routes clear. One off-site car park in field number 1 is included per stall for the festival. We will advise you of any necessary change to parking arrangements.

3 Privacy and publicity

Rangitīkei District Council collects and holds your registration and contact information to assess applications, manage bookings, payments, safety, compliance and festival communications. Our postal address is Private Bag 1102, Marton 4741.

We share information only with Council staff, service providers and relevant authorities who need it for those purposes, or where the law requires or permits disclosure. We may use information for reporting and statistics without identifying individuals.

We need the booking, contact and compliance details marked as required on the registration form. If you do not provide them, we may be unable to accept or manage your booking. Publicity details are optional.

The registration form will let you choose whether we may publish your stall or business name, product description, website or social media links. We will not publish your personal phone number or email address for promotion without your separate permission. Declining publicity will not affect your booking.

We will keep information secure and retain it only as long as needed for lawful purposes, including Council recordkeeping requirements. You may request access to or correction of your personal information, or raise a privacy concern, by emailing privacy@rangitikei.govt.nz. Withdrawing permission for future publicity will not undo material already published.

Council's privacy statement provides further information: https://www.rangitikei.govt.nz/council/about/contact-us/privacy-statement/

4 Health and safety

We and stallholders must meet our respective duties under the Health and Safety at Work Act 2015 and other applicable safety laws. We will consult, cooperate and coordinate where our duties overlap. These terms do not transfer or remove anyone's legal duties.

You must prepare a health and safety plan suited to your stall and provide it before trading when requested. A template is available on request. Identify hazards, remove risks where reasonably practicable, and otherwise minimise them. Cover setup, trading and pack-down, including:

- Trip hazards, electrical cords, falling items and customer queues.
- Gas, cooking equipment, hot surfaces, hot oil and fire risks.
- Wind and weather, including secure shelters, displays and stock.
- Vehicle movements, safe lifting, emergency access and evacuation.

We will provide the event safety and emergency instructions. You and your team must follow them, keep exits and emergency routes clear, and report hazards, injuries and incidents to Festival Management promptly. In an emergency, call 111 where needed and follow emergency services' directions.

Secure marquees and displays using suitable equipment and the manufacturer's instructions. Do not use ground stakes without approval. Follow any wind limits and instructions to remove a shelter, stop trading or evacuate. Do not leave an unsafe structure standing.

Electrical equipment

Equipment and leads must be safe, suitable for outdoor conditions where used, and protected from water and damage. As a festival entry requirement, portable electrical equipment and leads brought for use must have current testing and tagging by a competent person. This is a festival requirement, not a statement that every appliance must be tagged by law.

Use appropriate residual current device protection and safe cable covers where required. Do not overload supplies. Electrical repairs or installation work must be done by a suitably authorised person.

Gas and cooking equipment

Tell us the type, number and capacity of LPG cylinders before the event. The festival limit is two 9 kg cylinders per stall unless a different arrangement is approved in writing after a safety assessment. All arrangements must meet applicable gas and hazardous substances requirements; the stall limit alone does not establish compliance.

- Cylinders must be in good condition, within their required test period, secured upright and protected from public access, heat and ignition sources.
- For tents and marquees, store and connect cylinders outside in a ventilated, protected position. Food trucks must use a compliant cylinder storage and supply arrangement.
- Keep cooking appliances, hot oil and open flames away from the public and only in the approved cooking area. Do not store cylinders directly beneath cooking appliances.
- Use safe hoses, regulators and connections. Gas installations and work requiring a gasfitter must be completed by a suitably licensed person, with any required certification.
- Provide a suitable fire blanket and a serviced 2 kg dry chemical extinguisher where LPG cooking is used. Equipment involving hot oil or other fire risks must also have extinguishing equipment suitable for that risk. Your team must know how to use it safely.
- No charcoal or wood-fired barbecues are permitted.

We may inspect equipment or ask a competent specialist to assess it. You must stop using unsafe equipment immediately. Section 7 explains suspension and closure. Any statutory fine or prosecution is a matter for the relevant enforcement authority.

5 Food and alcohol

Food sold or supplied must be safe and suitable and meet the Food Act 2014, applicable Food Regulations, food standards and lawful local requirements. You must hold any registration and verification required for your activity, or qualify for a lawful exemption.

Provide evidence of registration or the basis of an exemption when requested before trading. An exemption from registration does not remove food safety obligations. Check your requirements with Council's Environmental Health team or MPI's My Food Rules tool before applying.

Your stall must have suitable handwashing, temperature control, food protection and waste arrangements. Meet applicable allergen and labelling requirements and cooperate with authorised inspections.

No alcohol sales, supply or tastings may take place without our prior written approval and the appropriate alcohol licence or other lawful authority being in place. Applying for a licence is not enough. Confirm whether an on-site or off-site special licence is needed, and meet all licence conditions, age restrictions and host responsibility requirements.

Special licence applications normally need to be filed at least 20 working days before the event, so contact Council's licensing team early. A separate approval may also be needed if public-place alcohol controls apply. Festival approval does not replace either requirement.

6 Waste and care of the site

Keep your stall clean, tidy and hygienic. Take all rubbish and unused stock off site at the end of the event unless we have specifically agreed another disposal arrangement.

Dispose of oil, fat, dirty water and other liquid waste through an approved facility. Never tip these onto the ground, into stormwater drains or into facilities not approved for that waste. Tell us promptly about spills and make the area safe.

Use reusable or recyclable packaging where practical and follow any waste instructions issued before the event. Any recovery of cleanup costs must be reasonable, supported by evidence and limited to costs caused by your breach.

7 Behaviour and dealing with breaches

Treat visitors, other stallholders and event workers respectfully. Harassment, threats, abusive conduct and behaviour that creates a safety risk or materially disrupts the festival are not permitted. You are responsible for making sure your staff, contractors and volunteers understand and follow these terms while working at your stall.

The festival is smoke-free, vape-free and free of illegal drugs. Approved alcohol activities must comply with section 5.

For a minor breach, we will normally explain the issue and give you a reasonable opportunity to fix it. We may immediately suspend an activity, close a stall or require a person to leave where reasonably necessary for a serious safety risk, unlawful conduct or a serious or repeated breach.

We will explain the reason and, where safe and practical, allow trading to resume once the issue is fixed. You may ask for the decision to be reviewed through section 11. Before excluding you from future festivals, we will explain our concerns, give you an opportunity to respond and make a proportionate decision.

If closure is justified by your breach, we may retain only the reasonable amount allowed under section 9. If we close your stall in error and cannot promptly put this right, we will refund the unused part of your booking. Your other legal rights remain unaffected.

8 Responsibility and insurance

You are responsible for taking reasonable care of your goods, equipment and activities, and for meeting the legal requirements that apply to your business. We recommend suitable public and product liability insurance and cover for your stock, equipment and business interruption.

Council is responsible for its own acts and omissions and those of people for whom it is legally responsible. We do not guarantee security of your property, sales levels, attendance, weather conditions or business profit. Poor sales or low attendance alone do not create a refund entitlement if we deliver the agreed booking.

You must reimburse Council for reasonable, proven loss, damage or expenses only to the extent caused by your negligence, unlawful conduct or breach of these terms, including conduct of people for whom you are legally responsible. You are not responsible under this clause for any part caused by Council or others for whom Council is legally responsible.

Council must take reasonable steps to reduce its loss, notify you of any claim and provide supporting details. You may dispute the claim through section 11. This clause does not allow Council to recover the same loss twice or require payment of fines that cannot lawfully be passed on.

Nothing in these terms excludes liability or removes a right or remedy that cannot lawfully be excluded. In particular, the Consumer Guarantees Act 1993 applies where the transaction falls within it, and applicable Fair Trading Act 1986 protections remain available. We are not using these terms to contract out of those protections.

9 If you cancel or do not attend

Tell us in writing as soon as you need to cancel, using the contact details in your booking confirmation. If we receive your cancellation at least 28 calendar days before the festival, we will refund your stall fee and any unused optional charges in full.

If you cancel less than 28 calendar days before the festival, fail to attend, or your stall is closed because of a breach under section 7, we may retain only a reasonable amount for the net loss caused by that cancellation, non-attendance or breach, up to the amount you paid.

We will take reasonable steps to reduce that loss, including offering the site to another suitable stallholder where practical. We will account for costs saved and replacement payments, and will not recover the same loss twice. If the site is rebooked at the same price, any deduction will be limited to reasonable additional costs still incurred because of your cancellation.

We will explain any deduction and refund the balance within 30 working days after the cancellation or, if the final amount depends on rebooking or the event outcome, within 30 working days after the festival. We will tell you promptly which timetable applies. A credit can be agreed instead, but will not replace a refund without your agreement.

10 If we cancel or change the festival

When a decision may be made

We may reasonably cancel, postpone, relocate, suspend or shorten the festival if circumstances beyond our reasonable control prevent delivery, make it unlawful, or create a material safety risk that cannot reasonably be managed. We will consider practical alternatives and take reasonable steps to reduce disruption.

These circumstances may include actual or credibly forecast severe weather, high winds, flooding, fire, earthquake, a public health emergency, credible security threats, emergency service requirements, lawful authority directions, or loss of essential access, utilities or infrastructure.

We may act before conditions occur using credible forecasts, warnings, advice and site information available at the time, including from MetService, Civil Defence, Police, emergency services or competent safety advisers. A formal warning or declared emergency is not required if other credible information supports the decision. We will record our reasons.

This provision does not treat our own breach or failure to take reasonable care as a circumstance beyond our control. We will notify affected stallholders as soon as reasonably practical by email and, where urgent and practical, phone or text. We will also post public updates. There is no automatic rain date.

Cancellation before the festival opens

If we cancel for reasons within our control, we will refund all booking payments. If we cancel because of circumstances beyond our reasonable control, including a natural or man-made disaster, the following rules apply:

- More than six weeks before the festival: a full refund of booking payments.
- Six weeks or less before the festival: a refund of at least 50% of the stall fee. We may deduct only your reasonable share of actual festival costs already incurred or committed before cancellation that cannot reasonably be recovered or avoided, capped at 50% of your stall fee. If those costs justify a smaller deduction, we will refund more.

For a cancellation beyond our control six weeks or less before the festival, we will also refund unused optional charges. We may retain a separately agreed, reasonable charge for a service already supplied specifically for your booking. Your share of common cancellation costs will be calculated in proportion to your stall fee compared with total stall fees for confirmed bookings. No cost may be deducted twice. We will take account of costs saved and relevant supplier refunds or insurance recoveries. General Council overheads, lost profit and costs of future events will not be included in the cancellation deduction.

We will provide a clear explanation of any deduction and make refunds within 30 working days after cancellation. If a later recovery reduces the costs charged to stallholders, we will refund the corresponding additional amount within 30 working days after receiving it.

Postponement and other material changes

If we change the date or venue, or make another change that substantially reduces the value of your booking, you may accept it or cancel. We will give you a reasonable response period, normally at least 10 working days where time allows.

If you cannot attend or do not accept the material change, we will treat your booking under the cancellation rules above using the date we notified you of the change. A cancellation for reasons within our control receives a full refund. If we cannot obtain your agreement before the revised event, your original booking will be cancelled under those rules.

If the festival is interrupted or ends early after opening, we will fairly assess the service already supplied and refund the unused part of the booking, less only a reasonable share of unrecoverable costs attributable to that unused part where the cause was beyond our control. We will explain the calculation and make any refund within 30 working days after the event. We will not charge twice for service supplied and costs retained.

We may offer a credit to another event as an alternative. You can choose whether to accept it. Any credit offer will state its value, the eligible events and any expiry date before you agree. It will not replace a refund you are entitled to without your agreement. These arrangements do not limit any greater entitlement under applicable law.

11 Questions complaints and legal rights

Contact Festival Management using the details in your booking confirmation if you have a question, complaint or dispute. Give us the relevant details and the outcome you are seeking. We will acknowledge your complaint within five working days and aim to provide a response within 15 working days, or explain if more time is needed.

If you are not satisfied, you may request review through Council's complaints process. You may also use any applicable external process, including the Disputes Tribunal or courts, the Commerce Commission or the Privacy Commissioner. You do not have to complete our internal process before exercising a legal right.

New Zealand law applies. If a provision cannot legally be enforced, the remaining terms continue to apply where they can operate fairly on their own. Any mandatory legal right takes priority over these terms.

12 Changes to sites and these terms

We may make reasonable minor changes to stall locations, access arrangements or operating instructions for safety, accessibility or practical event delivery. We will notify you promptly, explain the reason where requested, and provide a reasonably equivalent site or service.

We cannot unilaterally change the agreed price or these terms after accepting your booking. A change needed to comply with the law will be explained and limited to what is necessary. A material change to the booking will be handled under section 10. Otherwise, changes require your agreement in writing.

Urgent safety instructions may take effect immediately where reasonably necessary. They do not remove your rights under sections 10 and 11. An updated version published for later bookings does not automatically replace the terms you accepted.

13 Acceptance and the person in charge

The person submitting the registration must be the stallholder or authorised to act for the named business or organisation. By accepting these terms on the registration form, you confirm that you have had an opportunity to read them and agree to them.

You must attend or nominate a responsible person who is present and in charge of your stall throughout trading. Give us that person's contact details before the event and make sure they know the safety requirements and can make decisions for the stall.

We will provide a copy of the accepted terms with your booking confirmation. The registration details and written confirmation form part of your booking. Any agreed departure from these terms must be recorded clearly in writing before it applies.

For deadlines in these terms, a working day means Monday to Friday, excluding New Zealand public holidays observed in Marton. Weeks and calendar days include weekends. Refund periods start once we have the payment details reasonably needed to make the refund; we will request those details promptly.