AMBERLEY FARMERS MARKET INCORPORATED

(“the Society”)

STALLHOLDER TERMS AND CONDITIONS

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1. Introduction

The Society operates the Amberley Farmers Market (“the Market”) as a high-quality, community-focused farmers market. The Market’s reputation is built on the quality, authenticity, integrity, and presentation of the products offered, and the conduct of those who trade there.

All stallholders and their representatives are responsible for supporting the safe, professional, and respectful operation of the Market at all times.

The Society appoints a Market Coordinator (“the Coordinator”) to oversee the day-to-day operation of the Market. The Coordinator is accountable to the Society’s Committee (“the Committee”).

On market days, the Coordinator has authority to give reasonable directions relating to the operation, safety, and management of the Market. Stallholders and their representatives must comply with all such directions.

The Society operates the Market under licence from the Hurunui District Council (“Council”).

The Market operates each Saturday between 9:00am and 12:30pm unless otherwise advised. The Committee may alter trading hours, cancel, relocate, postpone, or suspend the Market at its discretion, including due to weather, safety concerns, site conditions, or other operational circumstances.

Participation in the Market is not guaranteed on any particular market day.

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2. Compliance with Laws and Market Requirements

All stallholders and their representatives must comply with all applicable laws and regulations, including but not limited to:

- Food safety and hygiene requirements
- Health and safety obligations
- Employment and contractor obligations
- Trading and consumer legislation

Stallholders must also comply with:

- These Terms and Conditions
- All Market policies, procedures, and supporting documents
- Health and Safety requirements issued by the Society
- Any reasonable direction given by the Coordinator on market days

All supporting documents issued by the Society form part of these Terms and Conditions.

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3. Application to Trade

All prospective stallholders must complete the prescribed application form and provide any information reasonably requested by the Society.

Applications will be considered by the Committee, taking into account factors including:

- Suitability and quality of products
- Fit with the Market's purpose and values
- Existing product mix
- Space availability
- The overall interests of the Market

The Committee retains discretion to accept or decline any application.

Approval to trade may be reviewed or withdrawn where a stallholder no longer meets the expectations or requirements of the Market.

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4. Local Production and Product Integrity

The Market prioritises stallholders who grow, produce, or make their products within North Canterbury, defined as the area between the Waimakariri River and the Clarence River ("the Local Area").

While this is a guiding principle, the Committee may approve stallholders or products from outside the Local Area where it considers this to be in the best interests of the Market.

Stallholders are expected to primarily sell products that they have grown, produced, or made themselves.

On-selling (the resale of goods produced by others) is generally discouraged and must:

- Be fully disclosed during the application process
- Be clearly and accurately labelled at the Market

Failure to disclose or appropriately label on-sold products may result in direction to remove those products from sale and may affect ongoing approval to trade.

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5. Market Authority and Operations

The Coordinator is responsible for the operational running of the Market, including site layout, stall placement, traffic management, operational safety, and day-to-day decision-making.

Stallholders must:

- Follow all instructions from the Coordinator on market days
- Trade only from their allocated space
- Operate in a manner that does not disrupt the Market or other stallholders
- Respect emergency accessways, pedestrian areas, and public safety requirements

Where a safety or operational issue is identified, the Coordinator may require immediate action, including:

- Adjustment of equipment or stall layout
- Removal of hazards
- Movement of vehicles
- Pack-down or removal of equipment or structures

The adequacy of gazebo weights, securing methods, stall setup, and other safety measures will be determined by the Coordinator on the day, taking into account weather and site conditions.

Repeated or serious non-compliance may result in:

- Written warning
- Conditions being placed on trading
- Suspension (stand-down) from the Market
- Removal of approval to trade at the Market

The Committee retains overall governance responsibility for the Market.

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6. Stallholder Participation and Membership

Stallholders may initially attend the Market on a casual or trial basis.

A stallholder may attend up to five (5) markets within a rolling 12-month period without becoming a member of the Society.

A stallholder who attends more than five (5) markets within a 12-month period is considered a regular stallholder and must apply for membership of the Society. If accepted, they must maintain current membership as a condition of continuing to trade at the Market.

Casual or occasional stallholders attending five (5) markets or fewer within a 12-month period are not required to become members but may do so if they wish.

The Committee reserves the right to decline further bookings or attendance for stallholders who do not meet this requirement.

The Committee may exercise discretion in applying this clause where appropriate.

Membership requirements and obligations are set out in the Society’s constitution and associated policies. **The annual membership fee is $35.**

7. Conduct and Market Standards

Stallholders and their representatives must:

- Conduct themselves in a professional, respectful, and cooperative manner
- Treat customers, other stallholders, volunteers, contractors, Committee members, and Market representatives with courtesy
- Not engage in behaviour that may harm the reputation, integrity, or safe operation of the Market
- Respect the shared community nature of the Market environment

The Committee may take appropriate action where conduct falls below expected standards.

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8. Stall Fees and Payment

Stallholders must pay the applicable stall fee for each market attended.

Unless otherwise advised by the Committee, stall fees are calculated at 10% of the stallholder's gross takings for the market day, up to a maximum fee of $45.

Stallholders are expected to declare takings honestly and accurately.

Stall fees must be paid in the manner requested by the Society or Coordinator.

Failure to pay stall fees, or repeated failure to accurately declare takings, may result in suspension of future bookings or trading privileges.

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9. Attendance, Setup, and Pack-down

Stallholders are expected to arrive, set up, and be ready to trade prior to market opening.

Stallholders who are unable to attend a booked market day should notify the Coordinator as early as reasonably practicable.

Stallholders must remain set up and trading until the official market closing time unless prior approval has been given by the Coordinator.

Repeated late arrivals, early departures, or unexplained absences may affect future attendance or site allocation.

No vehicle movement is permitted within the market area during trading hours without the express permission of the Coordinator.

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10. Health and Safety Requirements

All stalls, gazebos, equipment, and display structures must be safely secured at all times.

Gazebos must have appropriate weights attached to each leg. Pegs or partial anchoring alone are not considered sufficient.

The adequacy of weights and securing methods will be determined by the Coordinator on the day, taking into account weather and site conditions.

Stallholders must follow all directions relating to:

- Site safety
- Vehicle movement
- Emergency access
- Pack-down and setup
- Hazards or unsafe conditions

Failure to comply with Health and Safety requirements may result in immediate direction to remedy the issue, removal of equipment, pack-down, suspension from trading, or removal from the Market.

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11. Site Cleanliness and Waste

Stallholders are responsible for keeping their allocated site clean, tidy, and free from hazards throughout the market day.

All rubbish, unsold goods, and stall equipment must be removed from the site at the conclusion of trading unless otherwise arranged.

Stallholders must not dispose of waste on Council grounds or in public bins unless expressly authorised.

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12. Market Changes, Cancellations, and Liability

The Society may cancel, postpone, relocate, suspend, or modify the Market at its discretion.

To the extent permitted by law:

- The Society is not liable for any loss of income, costs, damage, or other losses incurred by stallholders arising from Market cancellation, relocation, operational decisions, weather events, or other circumstances
- Stallholders participate in the Market at their own risk

Stallholders are responsible for their own:

- Equipment
- Products
- Insurance arrangements
- Compliance obligations

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13. Amendments to Terms and Supporting Documents

The Society may amend these Terms and Conditions, policies, procedures, Health and Safety requirements, and supporting documents from time to time.

Updated versions will be issued or made available to stallholders.

Continued participation in the Market constitutes acceptance of those amendments.

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14. Acceptance of Terms

By applying to trade and participating in the Market, stallholders agree to comply with:

- These Terms and Conditions
- All associated policies, procedures, and Health and Safety requirements issued by the Society
- Any reasonable directions given by the Coordinator on market days

The Society may require written or electronic acknowledgement of acceptance from stallholders from time to time.

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15. Application of these Terms

These Terms and Conditions apply to all stallholders trading at the Market, whether on a casual or regular basis, and whether or not they are members of the Society.