



SUMMER SEASON 2018/19

Welcome to Growers, Farmers, Craftspeople, Artisans, and Foodies

Remarkables Park Limited (RPL), the operator of Remarkables Market, is seeking Vendors from Central Otago to Bluff (and further afield) so that we can offer a wide variety of locally and regionally produced products, artisan products and goodies for the home including, for example, baked goodies, gourmet pies, tea, garden herbs, chocolate, organic cupcakes, cheese, honey, wine, seafood, lamb, beef and venison and also hand made works from crafters including candles, lavender, jewellery, clothing, possum and merino products, artwork, soaps and much more.

Remarkables Market will be running its annual 26 week Summer Season as follows:

Dates: Saturday 20th October 2018 (Labour Weekend) – Saturday 13th April 2019.

Time: 9am – 2.00pm, rain, hail or shine!

Venue: In and around the Remarkables Market Red Barn at Remarkables Park

Remarkables Market is located at Remarkables Park, Queenstown. You will find us 100 metres down the road from the turn off into the Remarkables Park Town Centre. The town centre currently attracts in excess of 3 million visitors a year.

Our Red Barn holds 21 inside stalls and we offer limited space for 10 stalls under 2 covered pergolas (not 100% weather proof). We also have unlimited outside stall spaces available. If you haven't been to our fabulous market before, please have a look at our Facebook page www.facebook.com/RemarkablesMarket where there are photos to view, or our website at www.remarkablespark.com/community/remarkables-market/

The Remarkables Market environment is renowned for its views and enjoyable atmosphere for both Vendors and Queenstown locals and visitors alike.

If you are interested in applying to become a Vendor, please read the attached Vendor Selection Terms set out under paragraph 11, Terms and Conditions of Stall Hire and Market Rules and complete and return the Application Form either by post or email.

Applications remain open all season. Vendors are welcome to attend as often or as little as they like.

Please note, both inside barn stalls and covered stall space under the pergolas is limited and are subject to availability. Priority is given as follows: Full Season Vendors, then Earlybird Vendors, then Casual Vendors. Submitting an Application Form does not automatically guarantee you acceptance as a stallholder. Products to be sold must fit our market requirements.

For further information or assistance please contact:

Sherryn Smith – Market Manager
market@remarkablespark.com

☎0221 090748 or
☎03 442 3084 Ext 6

Application Form for Remarkables Market

Stall Trading Name	
Contact Person	
Address	
Cell Phone	
Email	
Website address	
Facebook	
Instagram	

If you wish to be considered as a Vendor at Remarkables Market please complete pages 1 - 4 of this Application Form and return it to us along with any food documentation as specified under paragraph 3 below.

You must ensure that you are fully familiar with our Vendor Selection Terms set out under paragraph 11, the Terms and Conditions of Stall Hire and our current Market Rules which are attached.

On acceptance of your application to become a Vendor your stall will be hired to you by Remarkables Park Limited (RPL) on the Terms and Conditions of Stall Hire. Should your application be accepted, you agree to comply with the Terms and Conditions of Stall Hire and our Market Rules.

Please email this information to market@remarkablespark.com or post to Remarkables Park Limited, PO Box 1075, Queenstown 9348.

1. Stallholder Profile – Please provide a brief bio about you and your business.

Tell us something about your product we don't know

What was your inspiration?

What do you like most about Remarkables Market?

2. **Intended Product/s for sale** (Please include a detailed description of your product/s).

3. **If you are a Foodie, which Ministry of Primary Industries (MPI) programme do you operate under?** If you are unsure, please refer to <https://www.mpi.govt.nz/food-safety/food-act-2015/where-do-i-fit/>

Food Act 2014 MPI Programme options		Tick which Applies	Registration number	Date Issued	Issuer
Commercial	1. Grow myself (<i>I sell what I grow myself with no processing</i>)		Exempt		
	2. On Seller (<i>I only sell shelf stable manufactured pre-packaged food</i>)		Exempt		
	3. Food Control Plan				
	4. National Programme 1				
	5. National Programme 2				
	6. National Programme 3				
	7. Animal Products Act				
	8. Food Hygiene Regulations				
Community Group - fundraising			Exempt		

For Commercial activities 3-8, please attach a copy of your registration documents from your local council.

4. **Have you previously sold at a market or do you have an existing business selling your proposed market wares?** Yes/No If yes, where and when?

5. **Please describe how your stall will comply with Remarkables Market’s zero-waste policy and our green / recycling focus** (e.g. wrapping your goods, rubbish disposal, recycling options for your customers).

6. Trading Options and Pricing

MARKET DATES 2018/19 SEASON						
Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019
	3/11	1/12	5/1	2/2	2/3	6/4
	10/11	8/12	12/1	9/2	9/3	13/4
	17/11	15/12	19/1	16/2	16/3	
20/10	24/11	22/12	26/1	23/2	23/3	
27/10		29/12			30/3	

Three stall hire options are available as follows. All fees stated under the options below are GST inclusive. Invoices/receipts will be provided.

Preferred Stall Position	PAYMENT OPTIONS (per stall*)					
	<i>*Additional stalls incur an additional stall fee</i>					
	Earlybird Fulltime		Earlybird Part time		Casual	
Please circle dates attending on the calendar above						
Inside Barn	<input type="checkbox"/>	\$1794 (\$69/week)	<input type="checkbox"/>	\$73/wk x ____ weeks	<input type="checkbox"/>	\$79/wk x ____ weeks
Under Pergola	<input type="checkbox"/>	\$1690 (\$65/week)	<input type="checkbox"/>	\$69/wk x ____ weeks	<input type="checkbox"/>	\$75/wk x ____ weeks
Outside	<input type="checkbox"/>	\$1534 (\$58/week)	<input type="checkbox"/>	\$62/wk x ____ weeks	<input type="checkbox"/>	\$68/wk x ____ weeks

NB: Inside Barn stalls and covered stall space under the Pergolas are subject to availability. Priority is given as follows: Full Season Vendors, then Earlybird Vendors, then Casual Vendors.

7. Additional Stall Information

Stall Trestle <i>Included in stall fee (2.8m long x 0.8m deep)</i>		Gazebo (3m x 3m) <i>Please ensure you bring rope/bungees to secure your gazebo safely</i>		Power <i>**Please bring your own extension cord/multibox.</i>		Caravan
<input type="checkbox"/>	My stall DOES NOT require a table	<input type="checkbox"/>	I will be bringing my own	<input type="checkbox"/>	I require power*** <i>(refer point 9)</i>	My caravan size is:
<input type="checkbox"/>	I require a DOUBLE* stall	<input type="checkbox"/>	I would like to hire a market gazebo** <i>(refer point 8)</i>	<input type="checkbox"/>	10amp / 16amp <i>(cross out the one you don't want)</i>	My tow bar is to the left / right <i>(cross out the one that doesn't apply)</i> of my service window.
*Two stall fees must be paid		***Limited availability; bungees & weights provided.		***Limited availability		

8. Gazebo Hire

A limited number of gazebos are available for hire on a 'first come first served' basis at the rate of \$15.00 per Market Day. Please e-mail market@remarkablespark.com to check availability for the Market Day you are wanting to hire a gazebo for. Payment will be collected on the Market Day.

9. Electricity

I require electricity for my _____ (*insert item name*), which draws _____ watts. Subject to availability, \$12.00 per market day. For Earlybird Vendors, an invoice will be raised for this payment. Casual Vendors requiring electricity must pay on Market Day (or beforehand by direct credit).

10. Payment

- I will make full payment of the Full Season 'Earlybird' payment option or Part Season 'Earlybird' payment option by **12 October 2018** on receipt of a tax invoice from RPL.
- I have chosen the Casual payment option and will either pay by direct credit prior to each market day, or pay cash on market day.

Payment by Direct Credit can be made to RPL, ASB account, 12-3221-0071893-00

11. Vendor Selection Terms

The following will apply to the selection of Vendors

- a) Remarkables Market is principally a produce and craft market and priority will be given to goods produced from Otago and Southland.
- b) RPL reserves the right to select Vendors entirely at its discretion but will take into account the quantity and type of goods already on offer, the quality and uniqueness of products, the compatibility of products with the desired product mix and market aesthetics at Remarkables Market.
- c) Remarkables Market is managed to ensure diversity within its contained setting. If an applicant intends to sell a product type which is currently over-represented at the market then the applicant's application may be rejected and the applicant invited to join a Vendor waiting list until such time as an opportunity arises when the product is a better fit for the market product mix.
- d) RPL reserves the right to reject any application at its discretion for any reason.

Agreement

I have read and understood the Vendor Selection Terms. If my application to become a Vendor at the Market is approved by RPL I agree to comply with the current Market Rules and the Terms and Conditions of Stall Hire.

Date

Vendor Applicant's Signature

Terms and Conditions of Stall Hire

Remarkables Park Limited (RPL) agrees to the hireage of the stall(s) at the Remarkables Market to approved Vendors on the following terms and conditions:

A. Vendors Obligations

Vendor Payments

1. A Vendor must make prompt payment as required to RPL for all stall fees, electricity charges, gazebo hire and any other payments due by the Vendor from time to time.
2. Vendors who fail to make payment of any 'Earlybird' fees by due date for payment will be charged at the current casual weekly stall hire rate.

Market Days

3. Vendors must give the Market Management 48 hours notice if they will not be attending any Market Day(s) booked. Vendors who fail to do so will be charged for the Market Day unattended.

Permits and Approvals

4. On acceptance of a Vendor's application, RPL will provide approval for the primary product range Vendors are approved to sell. Approval needs to be obtained from RPL for the addition of any other products. Secondary products will be approved for sale if they are related to the primary products on sale (for example, beeswax candles on a honey stall). If additional items are not related to the primary product/s being sold (for example, jewellery and food) two stalls must be hired.
5. Vendors must provide Remarkables Market with a copy of their current Special Licence (alcohol) from QLDC or food programme certification from their home council organisation in relation to sale of food or alcohol at the Remarkables Market and must display such approvals or permits in a prominent position at the Vendor's stall.

Market Stalls

6. Apart from the stall trestle table which shall be provided by RPL, the Vendor is responsible for the provision of all other equipment needed for the Vendor's stalls on Market Days including umbrellas, gazebos, any table coverings required, and stall signage.
7. Vendors must limit their stall display to the stall area provided to them and must not encroach either into the public areas of the market or another Vendor's stall area.
8. Vendors must consistently present their stalls using clean, high quality signage and display materials. Tablecloths are recommended.
9. The Vendor will ensure that all gazebos and umbrellas are at all times secured and fastened down on Market Days, despite weather conditions on any particular Market Day. Any damage caused as a result of umbrellas, gazebos, or other stall related items which are not appropriately secured will be entirely at the cost of the Vendor.

Promotion

10. The Vendor agrees that RPL may make Vendors names and contact details available to interested parties from time to time for promotional and other purposes and also agrees that RPL may, from time to time, use images or photographs of Vendors, their stalls and their products for Social Media and other promotional purposes.

Indemnity

11. The Vendor indemnifies RPL against all claims, demands, proceedings, damages, expenses and losses of whatsoever nature, including but not limited to injuries to persons or property, that might occur as a result of the Vendor's participation in the Remarkables Market, the Vendor's use of the stall or any breach of these Terms and Conditions of Stall Hire.

Compliance

12. The Vendor must comply with any Market Rules current from time to time and in any event must comply with all lawful and reasonable directions of the Market Management or RPL at all times.
13. It is the Vendor's responsibility to ensure that the requirements of the Food Act 2014, Health and Safety at Work Act 2015, the Smoke-Free Environments Act 1990 and the Sale and Supply of Alcohol Act 2012 and any other relevant legislation, regulations or by-laws as they apply to the Vendor's participation in the Remarkables Market and the Vendor's stall, are met.
14. In respect to Vendor stalls and the Red Barn facility generally Vendors must take proper care and ensure that no damage occurs. In particular, Vendors must protect all floors, walls and doors at all times, including for example, during the installation and removal of any equipment, displays or exhibits, and must not:

- a. Drive nails, tacks, screws or pins into walls, floors and ceilings without the prior consent of the Market Management.
- b. Write, decorate, attach posters or disfigure any wall or ceiling surfaces.
- c. Use any of the Red Barn equipment, fixture, fittings and systems other than for their intended purpose.
- d. Deposit any substance in the sinks or drains that could cause blockage or damage.
- e. Use or allow to be used in the Red Barn facility any form of lighting with a naked flame (including candles or oil burners) without the prior consent of the Market Management.
- f. Undertake any cooking inside the Red Barn
- g. Store any equipment or material without the prior permission of the Market Management.
- h. Sell or consume alcohol at the Market unless an appropriate liquor licence has been obtained.
- i. Smoke anywhere within the Market grounds or inside the Red Barn facility as the whole of Remarkables Market is a Smoke-Free area..

B. Remarkables Market Rights and Obligations

Stall Allocation

15. Stall allocation is at RPL's discretion, although RPL will give priority to Vendors who commit to the Remarkables Market for the entire season. No guarantee can be given that a Vendor will be allocated the same stall location as has been previously allocated to a Vendor.
16. Securing an outside stall does not give the Vendor the right to park a vehicle behind the stall during the market day.

Market Location

17. The Vendor acknowledges that the Remarkables Market is currently located in a development area and that RPL shall have the right, in its sole discretion, to either:
 - a. relocate the Remarkables Market to another location at any time or,
 - b. if approval to relocate the Remarkables Market cannot be gained by RPL, to discontinue the Remarkables Market at any time throughout any market season and in such case RPL shall reimburse Vendors for all pre-paid stall hire fees from the date that the Remarkables Market is discontinued.

Market Rules

18. RPL shall have the right to amend the Market Rules from time to time at its discretion.

Definitions

19.

Market Day means any day on which the Remarkables Market is in operation.

Market Management means such administrator(s) employed by Remarkables Park Limited for the purpose of managing the Remarkables Market.

Market Rules means those rules associated with the operation of the Remarkables Market made and/or amended by Remarkables Park Limited from time to time with which Vendors must comply.

QLDC means Queenstown Lakes District Council.

Red Barn means the Remarkables Market market facility on Hawthorne Drive, Remarkables Park, Queenstown.

Remarkables Market means the market operated by Remarkables Park Limited from the Red Barn facility.

RPL means Remarkables Park Limited

Social Media means websites and applications that enable users to create and share content or to participate in social networking including, but not limited to, Facebook and Instagram.

Vendor means the applicant and stall holder whose application to become a Vendor and stallholder at Remarkables Market has been approved and accepted by Remarkables Park Limited.

Market Rules (Current September 2018)

On-Site Facilities

1. **Electricity:** Limited power outlets are available to approved Vendors for appliances, fridges, etc. and there will be an additional weekly cost to Vendors for use of power. There are options for 16amp and 10amp power available. Please note, there is no lighting in the barn.
2. **Water:** The market utility area contains a stainless steel benchtop and cold running water that Vendors may use to fill their water containers and comply with the requirements of food permits. The water from the cold tap is safe to drink. 'Hand Sanitiser' and 'Spray and Wipe' are also available for Vendors to use.
3. **Toilets:** RPL has provided a permanent toilet block with 3 individual toilets plus 1 disabled toilet, which also contains an infant change table. These are cleaned on a weekly basis by RPL.
4. **Rubbish:** Vendors must leave their stall in a clean and tidy condition, and are responsible for removing off site all rubbish generated at their stall (including cardboard and polystyrene boxes) and surplus stock from their stall at the end of each market day. RPL is responsible for collecting rubbish in communal areas of the Red Barn market site.
5. **Zero Waste Policy:** RPL encourages a zero-waste policy at the Red Barn market site and requests Vendors to use recycled bags and encourage their customers to bring their own bags, and to do what they can to reduce non-recyclable items
6. **Cash Out facility:** An ATM is available within the Red Barn for Vendor and customer use. Please note, there is a fee of \$2.50 per transaction, and a maximum withdrawal of \$200 per transaction. Debit cards and some credit cards are accepted.
7. **Other facilities:** RPL will provide additional site services including, but not limited to, carparking for Vendors and a Market Information Stall.
8. **Storage:** Some storage is available for equipment at the Red Barn market site. Vendors wishing to store items on the Red Barn market site must first obtain the prior approval of the Market Management. Any equipment or other items left behind by a Vendor at the Red Barn market site at the close of any Market Day is at the Vendor's risk.
9. **Dogs:** Vendors must ensure that any dog that accompanies them on market day is kept on a lead at all times during market trading hours (i.e., 9am – 2pm).

Market Operations

10. **Trading Hours:** Remarkables Market operates every Saturday during the summer season; rain, hail or shine. Hours of trade during the season are every Saturday from 9.00am to 2.00pm, irrespective of weather conditions, provided that where extreme weather conditions occur to the extent that, in the sole opinion of the Market Management, it would be dangerous to continue operations then such a Market Day will be cancelled and Vendors notified.
11. **Trading Requirements:** All stalls must be set up and ready to trade by 9.00am, and must remain open for business until 2.00pm each Market Day, unless a Vendor's product is 'sold out'. If products are 'sold out' before 2.00pm on a Market Day Vendors must leave a 'sold out' sign on the stall table. 'Sold Out' signs may be collected from the market information stall.
12. **Trading Restrictions:** Where trading is restricted by law the Remarkables Market will not operate (e.g., if ANZAC Day fell on a Saturday).
13. **Site Access (morning) and Vendor Parking:** Please refer to the map on the following page. Vendors may access the market area (via the green arrow entrances) and the sealed customer carpark with their vehicles to unload products in the marked blue loading zones between 8:15am and 8:45am. At 8:45am (before visitors start arriving), all Vendor vehicles must be parked in the allocated Vendor parking area or as directed by Market Management. Please note, Vendor vehicles are **NOT** permitted to park in the sealed customer carpark from 8:45am onwards.
14. **Site Access (afternoon):** Vendors may access the market area and the sealed customer carpark with their vehicle to load products and stall generated rubbish from 2:00pm onwards. Vendors driving into the market area must use either of the two designated vehicle access ways indicated on the map (green arrows). Access by any other route other than as shown on the map is prohibited. When accessing the site by either of the two routes shown, Vendors must ensure they keep a watch out for fellow Vendors, market visitors, children and pets remaining in the vicinity at the end of each market day.



Advertising & Promotion

15. **Advertising:** RPL will undertake advertising to promote the market locally and regionally including, but not limited to, promotion on event and tourism websites e.g., Destination Queenstown & Queenstown Lakes District Council.
16. **Social Media:** RPL maintains a Facebook page, an Instagram page and a market website (www.remarkablesmarket.co.nz) to promote market specials and events and reserves the right to use other forms of Social Media for promotional purposes.
17. **Market Friends:** RPL will provide e-mail updates to Vendors and will engage with Market Friends (people who have signed up for the Newsletter) from time to time via the Remarkables Market Newsletter with specials, updates and profiles.

Emergencies

18. **First Aid:** A first aid kit is located at the market information stall table. Market Management personnel hold current First Aid Certificates.

19.

<p>Fire: Two fire extinguishers are installed at the Red Barn for fire emergency use and are located as indicated on the location diagram.</p> <p><i>NB: Map not to scale</i></p>	
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20. **Emergency Assembly Area:** For the purposes of any evacuation of the Red Barn facility due to fire or other emergency Vendors are requested to assist other Vendors and patrons of the Remarkables Market to assemble at the emergency assembly area located at the back of the sealed market carpark as far as possible away from the Red Barn facility.

Definitions

21. Defined terms appearing in these Market Rules shall have the same meaning as assigned to them under the RPL Terms and Conditions of Stall Hire.