Remarkables Market



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

Remarkables Park Limited operating as Remarkables Market will be running its annual Summer Season on Saturdays between 9.00am – 2.00pm starting from Saturday 22 October 2016 up to and including Saturday 15 April 2017.

Remarkables Market provides an affordable opportunity to offer your product to potential customers. The Remarkables Market environment is reknowned for its views and enjoyable atmosphere for both Vendors and Queenstown locals and visitors alike.

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 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 22 inside stalls and we have unlimited outside stall spaces available. If you haven't been to our fabulous market before, please have a look at our Facebook page where there are photos to view, or our website at <a href="https://www.remarkablesmarket.co.nz">www.remarkablesmarket.co.nz</a>.

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

This year we have three separate payment options available: two 'Earlybird' options for full season stall hire and a Part Season option (you choose your days – a minimum of 5) as well as our standard weekly rate payable weekly on Market Day.

## We look forward to receiving your application and are here to help with queries.

Please note, submitting an Application Form does not automatically guarantee you acceptance as a Vendor. Products are required to fit our market requirements. Allocation of inside stall spaces is also limited.

For further information or assistance please contact:

Sherryn Smith – Market Manager market@remarkablespark.com

☎0221 090748 or ☎03 442 3084 Ext 6

Remarkables Market is wholly owned by Remarkables Park Limited (RPL), Queenstown.



# **Application Form for Remarkables Market**

# **Application Process**

If you wish to be considered as a Vendor at Remarkables Market please complete the following application form and send it to us along with your payment (where appropriate) and any food documentation as specified under paragraph 4 below.

You must ensure that you are fully familiar with our Vendor Selection Terms set out under paragraph 7, the Terms and Conditions of Stall Hire and our current Market Rules which are attached.

On acceptance of your application by Remarkables Park Limited (**RPL**) to become a Vendor your stall will be hired to you by 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 <a href="market@remarkablespark.com">market@remarkablespark.com</a> or post to Remarkables Park Limited, PO Box 1075, Queenstown 9348.

Name of Vendor Applicant/Trading name	
Contact Person	
Address	
Phone	
Email	
Website address (please provide photos of your products if you do not have a website)	
Social media links / names (e.g. Facebook and Instagram)	
Intended Product(s) for sale  Please include a detailed description	of your product(s).



2. If you are a Foodie, which MPI programme do you operate under? If you are unsure, please refer to <a href="https://www.mpi.govt.nz/food-safety/food-act-2014/where-do-i-fit/">https://www.mpi.govt.nz/food-safety/food-act-2014/where-do-i-fit/</a>

	Food Act 2014  MPI Programme options	Tick which Applies	Registration number	Date Issued	Issuer
	Grow myself (I sell what I grow myself with no processing)				
	On Seller (I only sell shelf stable manufactured pre-packaged food)			Exempt	
Commercial	3. Food Control Plan				
	4. National Programme 1				
Com	5. National Programme 2				
	6. National Programme 3				
	7. Animal Products Act				
	8. Food Hygiene Regulations				
	Community Group - fundraising			Exempt	
	Have you previously sold at a mar	· ·	you have an	existing bu	ısiness selling
3	Have you previously sold at a mar your proposed market wares? Yes, where and when?	· ·	you have an	existing bu	usiness selling
3	our proposed market wares? Ye	· ·	you have an	existing bu	usiness selling
3	our proposed market wares? Ye	· ·	you have an	existing bu	usiness selling
If ye	our proposed market wares? Ye	I comply v	vith Remarka	ables Marke	et's zero-waste
If ye	your proposed market wares? Yes, where and when?  Please describe how your stall will policy and our green / recycling for	I comply v	vith Remarka	ables Marke	et's zero-waste
If ye	your proposed market wares? Yes, where and when?  Please describe how your stall will policy and our green / recycling for	I comply v	vith Remarka	ables Marke	et's zero-waste



## 5. Trading Options and Pricing

Three stall hire options are available as follows. All fees stated under the options below are GST inclusive.

## A. Full Season 'Earlybird' Option

- $\Rightarrow$  26 weeks from 22/10/2016 to 15/04/2017. Must be paid in full by **14 October 2016**.
- ⇒ Please indicate below the type and number of stalls required & your total payment.

Stall Type	Number of stalls required*	Full Season – Earlybird Fee	Earlybird Payment Due by 14 October 2016		
Inside Barn Stall (\$49.00 per week)		\$1274.00 **	\$		
Outside Stall (\$39.00 per week)		\$1014.00 **	\$		
* If two stalls are required payment is required for two.					

<sup>\*\*</sup> Full season Earlybird option must be paid no later than 14 October 2016 otherwise the casual weekly rate will apply.

## B. Part Season 'Earlybird' Option

- ⇒ Book the dates and number of market days that suit you best (minimum requirement of 5 market days applies).
- ⇒ Payment must be made in full by 14 October 2016.
- ⇒ Any additional market days attended will be charged at the Casual/weekly rate.

Please circle all the market days	Oct 2016	Nov 2016	Dec 2016	Jan 2017	-	Feb 1017	Mar 2017		Apr 2017
you wish to attend. Record		5/11	3/12	7/1		4/2	4/3		1 /4
the type and		12/11	10/12	14/1	1	1/2	11/3		8/4
number of stalls		19/11	17/12	21/1	1	8/2	18/3		15/4
required &	22/10	26/11	24/12	28/1	2	25/2	25/3		
calculate your total payment.	29/10		31/12						
Number of stalls required*?	Number of market days booked**?	<b>Total</b> (Number of stalls required x number of market days booked)		(\$52.00 per (\$42		ide Stall .00 per eek)		Total Payment Due***	
				\$	\$		\$		

<sup>\*</sup> If two stalls are required payment is required for two.

## C. Casual Market Day Rates Option

⇒ Payable in cash on each Market Day.

Please circle all the market	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017		Apr 2017
days you wish to attend.		5/11	3/12	7/1	4/2	4/3		1 /4
Record the type and		12/11 19/11	10/12 17/12	14/1 21/1	11/2 18/2	11/3 18/3		8/4 15/4
number of	22/10	26/11	24/12	28/1	25/2	25/3	3	
stalls required and your total payment.	29/10		31/12					
Number of stalls required*?	Number of market days booked**?	required x	ber of stalls number of /s booked)	Inside Stall (\$57.00 per week)		le Stall 00 per ek)	Tot	tal Payment Due***
			•	\$	\$		\$	

<sup>\*</sup> If two stalls are required payment is required for two.

<sup>\*\*</sup> Minimum requirement of 5 Market Days applies

<sup>\*\*\*</sup> Part season Earlybird option must be paid no later than 14 October 2016 otherwise the casual weekly rate will apply.

<sup>\*\*</sup> If 5 or more Market Days booked, consider the cheaper Part Season Earlybird option under B above.

<sup>\*\*\*</sup> Stall hire fees are payable in cash/cheque on Market Day or earlier by Direct Credit.



Vendor Applicant's Signature

## 6. 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 <a href="market@remarkablespark.com">market@remarkablespark.com</a> to check availability for the Market Day you are wanting to hire a gazebo for. Payment will be collected on the Market Day.

7. Ele	ectricity
	uire electricity for my (insert item name), which drawswatts. ect to availability, \$12 per market day.
8. Pa	yment
	I have attached my payment by Cheque
	I have paid by Direct Credit to Remarkables Park Limited, ASB account 12-3221-0071893-00
	I will make full payment of the Full Season 'Earlybird' payment option or Part Season 'Earlybird' payment option by <b>14 October 2016</b> on receipt of a tax invoice from Remarkables Park Limited.
9. Ve	endor Selection Terms
Th	e 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 applicantinvited 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.
Agre	ement
Vend	e read and understood the Vendor Selection Terms. If my applicaton to become a or at the Market is approved by RPL I agree to comply with the current Market Rules he Terms and Conditions of Stall Hire.

Date:



## Remarkables Park Limited 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. 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**

- 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, all gazebos, any table coverings required, and stall
  signage.
- 6. 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. Vendors must consistently present their stalls using clean, high quality signage and display materials.
- 7. 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**

8. 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 photograhs of Vendors, their stalls and their products for Social Media and other promotional purposes.

#### Indenmity

9. 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

- 10. 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.
- 11. It is the Vendor's responsibility to ensure that the requirements of the Food Act 2014, Health and Safety in Employment Act 1992, the Smoke-Free Environments Act 1990 and the Sale and Supply of Alcohol Act 2012 as they apply to the Vendor's participation in the Remarkables Market and the Vendor's stall, are met.
- 12. In respect to Vendor stalls and the Red Barn facility generally Vendors must:
  - a) Take proper care and ensure that no damage occurs. In particular protect all floors, walls and doors at all times, including for example, during the installation and removal of any equipment, displays or exhibits.
  - b) Not drive nails, tacks, screws or pins into walls, floors and ceilings without the prior consent of the Market Management.
  - c) Not write, decorate, attach posters or disfigure any wall or ceiling surfaces.
  - d) Not use any of the Red Barn equipment, fixture, fittings and systems other than for their intended purpose.
  - e) Not deposit any substance in the sinks or drains that could cause blockage or damage.
  - f) Not 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.
  - g) Not store any equipment or material without the prior permission of the Market Management.
  - h) Not sell or consume alcohol at the Market unless an appropriate liquor licence has been obtained.
  - Not smoke anywhere inside the Red Barn facility or within area designated for outside stalls.

## B. Remarkables Market Rights and Obligations

#### **Stall Allocation**

- 13. RPL will assign such stall(s) to a Vendor whose application has been approved and which stall(s) RPL deems appropriate in its sole discretion from Market Day to Market Day.
- 14. It is not possible for RPL to guarantee Vendors the same stall position each week. However, priority will be given to stallholders committed to the Remarkables Market for the entire season.
- 15. Securing an outside stall will not guarantee a Vendor has vehicle access behind the outside stall for the duration of the market. Such access will require the prior approval from the Market Management.

#### **Market Location**

- 16. 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**

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

#### **Definitions**

18.

**'Earlybird' fees** means the full season or part season rates payable in advance of the commencement of the Remarkables Market.

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 RPL 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 Town Centre.

**Remarkables Market** means the weekly market operated by RPL 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 RPL.



# Market Rules and Notes for Vendors (Current September 2016)

#### **On-Site Facilities**

- 1. Electricity: Power is available to approved Vendors for appliances, fridges, etc. and there will be an additional weekly cost to Vendors for use of power. 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 provides a minimum of two flushing port-a-loos on the Red Barn market site for use by patrons and Vendors each Market Day. These are cleaned on a weekly basis by the port-a-loo hire company, who also restock toilet paper and hand sanitiser dispensers, and ensure the water tanks are full. Port-a-loos are checked by Market Management prior to each Market Day commencing, to ensure cleanliness and toilet paper stock. Vendors should notify Market Management if there are any issues which arise with the toilets during any Market Day.
- 4. Rubbish: Vendors are responsible for clearing all rubbish and surplus stock from their stalls at the end of every Market Day and disposing of it in the rubbish bins provided. Vendors must leave their stall in a clean and tidy condition. Vendors are requested to do what they can to reduce non-recyclable items and take the time to 'squash & squeeze' rubbish items before placing them in the bins provided. Vendors are encouraged to take larger rubbish items away with them for disposal. 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.
- 6. Other facilities: RPL will provide additional site services, including but not limited to, carparking for stall holders and a market information stall.
- 7. 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 by a Vendor at the Red Barn market site at the close of any Market Day is left at the Vendor's risk.

## **Market Operations**

- 8. 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.
- 9. Trading Restrictions: Where trading is restricted by law the Remarkables Market will not operate (e.g., if ANZAC Day fell on a Saturday).
- 10. Vendor Access: The market site is accessible to Vendors between 8.15am and 3pm each Market Day, unless by prior arrangement with Market Management. All stalls must be set up and ready to trade by 9.00am, and must remain open for bussiness 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.

## **Advertising & Promotion**

- 11. Advertising: RPL will undertake advertising to promote the market locally and regionally including promotion on several event and tourism websites including Destination Queenstown.
- 12. 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.
- 13. 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**

- 14. First Aid: A first aid kit is located at the market information stall table. Market Management personnel hold current First Aid Certificates.
- 15. Fire: A fire extinguisher is installed at the Red Barn for fire emergency use.
- 16. 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 asssemble at the Emergency Assembly Area located at the back of the carpark as far as possible away from the Red Barn facility.

#### **Definitions**

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