



Namaste Wellington Indian Festival

Stallholder Terms and Conditions

All Stallholders applying to participate at Namaste Wellington Festival are required to read these terms and conditions before registering. When you book a stall site you accept that these terms & conditions apply:

Conditions of granting and operating a stall

1. By submitting this form you and your organisation/company/ business ("the stallholder") shall be deemed to have agreed to and shall abide by the rules and regulations stipulated by these terms and conditions.
2. Each stallholder shall alert the Festival Manager in the first instance of any issue or cause or concern he/she may have regarding any matter concerning or arising from the stall or the Festival.
3. Each stallholder shall deal with all participants and the general public at the Festival with politeness and respect and will not to be embroiled in argument or behaviour likely to disrupt any activity at the Festival or to bring the Festival in disrepute.
4. Each stallholder shall observe all relevant health & safety requirements and the by laws of Wellington City Council.
5. Each stall holder shall keep the stall clean, tidy and hygienic at all times and shall remove and deposit all rubbish into marked bins at the close of the Festival.
6. A stall shall comprise a space of 2x2m with a table and each stall holder shall be responsible to provide his/her own necessities to operate from there.
7. The location of your stall shall be determined by first in, first served basis.
8. The organisers have the sole discretion whether to accept your application and they are under no obligation to give any reason for their refusal. The organisers decision shall be final.
9. No refund shall be made to any stallholder for failure to utilise the located stall or for its poor performance whether caused by bad weather or lack of crowd participation or for any other reason whatsoever other than due to cancellation of the entire event by the organisers.
10. Under no circumstances shall the event organisers make good or accept responsibility or liability

- i. for any damage or theft or loss of any property, goods, articles, or things whatsoever and whosoever placed, deposited, brought into or left upon any part of the Festival venue by the stall holder or by anyone on his/her behalf;
 - ii. for any personal injury howsoever caused or contributed at the Festival;
 - iii. for any financial loss suffered by a stall holder as a result of his/her participation in the Festival or due to the cancellation of the Festival (when a refund of the stall fees only shall be made) or due to poor crowd participation at the Festival
 - iv. every stall holder shall indemnify and hold the Board, their officers, servants and agents harmless in all respects thereof and for all costs and expenses arising by reason of it.
- Application does not guarantee your preferred site. PAY EARLY or your preferred zone may be FULL.
 - Stall sites are only allocated to applications that have PAID for the booking.
 - All Stallholders agree they will follow Festival Marshal's instructions at all times and that they will meet the safe food handling, public safety and zero waste requirements. ***Failure to comply on the day will mean asking stallholders to CLOSE DOWN***

Before the Festival

- Food & Drink Stalls must confirm their food and beverage serving packaging (containers, cutlery, cups, napkins, etc) is locally compostable, reusable or recyclable. If there are no compostable options recyclable is the next best option.

NB Since November 2016: Unfortunately it turns out that the 'Biodegradable' options are no longer acceptable at the Wellington composting facility. AND likewise 100% PLA products (which are marked as compostable) can no longer be processed by the composting plant. PLA products are often in the form of a clear cup that looks exactly the same as a 'normal' plastic cup.

- If you have booked a powered site **expect the power supply to be on by 9.15 am**. If you are using power to keep your goods hot, or cold, you will need to arrange a way to do this till the power is on around 9.15am.
- For your powered site please bring **at least a 6m extension cord** (without joins) that has a current PAT tag. All electrical equipment used onsite needs to have current Portable Appliance Test (PAT) tags.
- Please provide your own surge protection if you are plugging in sensitive electronic equipment [e.g. microwave, ipad, laptop, till, eftpos terminal, sound system, etc].
- Food Stalls will be located in the large marquee – ***please expect that strong winds could occur during the day***
- The Diwali Festival happens rain or shine, ***there are no refunds for weather.***
- All vehicles must MOVE SLOWLY when within the Festival and follow the Festival Site Marshals' instructions at all times.
- Stallholder vehicles need to be removed from the site.
- **PARKING ON SITE IS FOR FESTIVAL GOERS ONLY.** Vehicles left parked on yellow lines in the centre's carpark will be **towed away**, with costs charged to the owner.

- **Namaste Wellington Diwali Festival may make amendments to these Terms and Conditions – *if we do we will notify you of this by email.***

General Food Stall Operating Requirements

1. A person shall not operate a food stall unless:
 - a) It is located away from any potential source of contamination;
 - b) It is located and set up so that the space around and under the food stall can be readily cleaned and so that it does not provide a harbourage for birds, vermin or insects;
2. The stall and all appliances are maintained in a clean and tidy condition;
 - b) All parts of the stall, appliances and reusable containers that come in direct contact with food are thoroughly cleaned and rendered hygienic once daily or more frequently as required.
3. Where food offered for sale requires manufacturing, preparation or packing, these processes are conducted on:
 - (i) A food stall which meets the requirements of this Bylaw, or;
 - (ii) On premises that are registered as required by the Regulations, or;
 - (iii) On premises specified in Regulation 4(a) to (i) or Regulation 30 of the Food Hygiene Regulations 1974.
4.
 - a) All food is delivered to the stall in clean protective containers suitable for the purpose and in such a manner as to protect the food from contamination;
 - b) All readily perishable food is dispensed in the original container, package, or wrapper into which it was placed at premises referred to in subclause (a) of this clause, or is dispensed in or on single service containers;
 - c) Food awaiting sale, and all containers used or intended to be used in handling foods are at all times protected from contamination;
 - d) Adequate space for the storage of food is provided, and placed, fitted and ventilated so as to protect the food from flies, dust, and other contamination;
 - e) Food shall not be displayed so as to be openly accessible to the public. A physical barrier shall be provided by means of sandwich display type counters, perspex glass sneeze guards or clear plastic siding to the stall.
 - f) All condiments such as sauce, chutney, etc, shall be contained in squeeze type dispensers or in individual sealed packs.
 - g) All disposable-eating utensils shall be pre-wrapped in paper napkins, cellophane bags or similar material prior to distribution to the public.
 - h) Drinking straws, paper cups, spoons, etc, shall be enclosed in suitable dispensers or otherwise protected from contamination.
 - i) Tea, coffee, cordial and other beverages shall be dispensed from an enclosed or lidded receptacle equipped with a tap or spout.
 - j) The cooking area shall be kept free of dust borne contamination and droplet infection (coughing, sneezing by the public).

- All Food stalls are required to have a hand-wash station as part of their stall. = ***a WCC Environmental Health requirement since 2016.***

5. a) Every food stall that dispenses readily perishable food is equipped with temperature controlled storage to ensure that the food is maintained at the required temperature.
b) All readily perishable food held within the food stall, is to be maintained at either a temperature of 4°C or lower or greater than 60°C.
c) All readily perishable food is to be shaded from the direct rays of the sun.
d) All food is to be stored or displayed at least 450 millimetres from ground level.
6. A suitable hygienic dust-proof box or cabinet containing a sufficient supply of first aid items including waterproof wound dressings is provided for persons working at the stall.
7. Every person working on a food stall is required to wear suitable clean clothing appropriate to the type of food being sold.
8. a) Cooking and heating equipment shall not be within reach of the public.
b) A fire extinguisher of adequate size shall be provided convenient to every stall where open flame cooking is carried out.
- Food stalls cooking with heat [gas or electricity] are to have a dry powder fire extinguisher as part of their stall. = **a WCC Environmental Health requirement since 2016**

For further information contact namastewgtn@wia.org.nz