



GUMBOOT DAY®

SATURDAY 27 JANUARY 2024

10am to 3.00pm

APPLICATION FOR SITE REGISTRATION

- Stall Holder applications need to include a photograph or website detail of the product(s) you wish to retail from your site at the festival.
- The payment deadline must be adhered to, or the application may be cancelled.
- Stall Holders will be bound by the regulations as outlined in the Stall Holder Terms and Conditions.
- There will be no refund on cancellations after 12 of January 2024.
- Any agreement reached between the Stall Holder and the Taihape Community Development Trust (TCDT) is to be treated as confidential between the parties.
- TCDT reserves the right to place your site where it will most enhance the overall feel of the event. However, we will endeavour to meet timely requests from Stall Holders.

Applications must be submitted on the attached application form with full payment by 5 January 2024.

Direct Credit details for deposits: Taihape Community Development Trust
Westpac – Taihape Branch
03-1525-0072634-00
GST No. 087-036-375

Please use your name and stall as reference so we know who the deposit has come from



TAIHAPE COMMUNITY DEVELOPMENT TRUST
PO BOX 25
TAIHAPE 4742
PHONE (06) 388 1307
EMAIL admin@taihape.co.nz

GUMBOOT DAY®

STALL HOLDERS' APPLICATION FORM 2024

Tax Invoice GST No. 87-036-375

ORGANISATION / STALL NAME _____

CONTACT PERSON _____

POSTAL ADDRESS _____

PHONE _____ MOBILE _____

EMAIL _____

WEBSITE _____

FACEBOOK PAGE _____

DESCRIPTION OF ITEMS FOR SALE (sale of hot chips, hot dogs on a stick, slushies or soft serve ice cream will not be accepted)

SITE TYPE	SIZE	COST	SELECTION / COST
BUSINESS	Up to 4m x 4m	\$40.00 incl GST	\$
BUSINESS	Up to 5m x 4m	\$50.00 incl GST	\$
BUSINESS	Up to 7m x 4m	\$70.00 incl GST	\$
COMMUNITY ORGANISATIONS (incl Not for Profit & fundraisers)	Up to 4m x 4m	\$10.00 incl GST	\$
Require Power Wattage/Amp Single/3-phase Extension cord	_____ _____ _____	\$10.00 incl GST	\$
TOTAL SITE FEES			\$
TOTAL SITE FEES OWING			\$

PLEASE TICK THE FOLLOWING BOXES

Yes, I accept the Terms and Conditions outlined in this contract

Yes, I would like my stall to be listed on the Gumboot Day® page: www.taihape.co.nz

SIGNATURE _____ DATE _____

GUMBOOT DAY[®]
STALL HOLDERS – PHOTO RELEASE FORM

I grant full rights to use my images resulting from the photography/video filming, and any reproductions or adaptations of the images for fundraising, publicity, or other purposes to help achieve the group's aims. This might include (but is not limited to), the right to use them in their printed and online publicity, social media, press releases and funding applications.

Name _____

Name of Parent/Guardian (if applicable) _____

Address _____

Phone (day) _____ (evening) _____

Email Address (optional) _____

Signature _____

(Signature of Adult, or Guardian of Children under age 18)

Thank you!

GUMBOOT DAY[®]

STALL HOLDERS - TERMS AND CONDITIONS

1. Definitions

1.1. For the purpose of this event the following definitions apply to this Agreement:

- Agreement** means all terms and conditions set out in pages 1 to 4 of this document, including the Stallholders Terms and Conditions.
- Event** **Gumboot Day** is open to the public from 10am to 3pm on **Saturday 27 January 2024**.
- Force Majeure** Environmental shock, war, civil disorder, monetary or economic developments, acts of Government, or other factors beyond the reasonable control of the Organisers.
- Loss** Any loss(es) of any nature arising under the Termination/Cancellation and/or Indemnity clauses of this Agreement.
- Organiser(s)** means the Event organisers, being Taihape Community Development Trust, Trust volunteers and staff.
- Stall Holder(s)** means the Stall Holder, the Stallholders' assistants, site-sharers, and the site-sharer's assistants.
- Term** The term of this Agreement commences when the Stall Holder's application is submitted to the Organisers and expires once all Stallholders' obligations have been fulfilled.

SITE INFORMATION

2. STALL HOLDER STANDS

2.1 The parties agree that:

- (a) The Event will be held on Taihape Memorial Park, Kokako Street, Taihape.
- (b) The Organiser will arrange general signage and promotion of the event.
- (c) The Organiser will obtain a Group Licence to Trade in a Public Place from the Rangitikei District Council. The Event/Market is an alcohol-free event.
- (d) The Stall Holder shall not bring any alcoholic products on site.
- (e) The Organisers will allocate the Stall Holder a site within the Event at its absolute discretion. The Organisers will use all reasonable endeavours to meet location requests from individual Stallholders, but the Organiser's decision is final.
- (f) The Organisers shall reserve the right to ask any Stall Holder to move if they are not on their allocated site.
- (g) Stallholders to be open by 10am and not close before 3pm on the date of the Event.
- (h) **Stallholders are to leave the Site in a clean and tidy state upon them no longer occupying the Site. Each Stall Holder is responsible for the clean-up and removal of all rubbish and materials from the Site.**
- (i) The Organisers are to provide the Site information to the Stall Holder one week prior to the event.
- (j) Power will **NOT** be available to all sites. Stallholders are to provide their own power if required. Food stalls please discuss your requirements with us.

3. Payment Terms

- 3.1. All payments of the registration fee are due by 5pm Friday 5 January 2024.
- 3.2. All stated prices include GST.
- 3.3. The payment deadline must be adhered to, or the application may be cancelled by the Organisers.
- 3.4. Applications for Registration received after 5 January 2024 may be accepted at the discretion of the Organisers.

4. Health and Safety

- 4.1. The Stake Holder agrees that the Organiser shall bear no responsibility or liability for the care, safety and/or security of the Stallholders' space, contents, merchandise, or personnel. The cost of reparation for any damage resulting from a Stall Holder's actions to other exhibits, or at the Event incurred during set-up, the operation of Gumbboot Day®, and take-down will be made good at the Stall Holder's expense.
- 4.2. All Stallholders are expected to know their Health and Safety obligations. If you are unsure, please contact the Organisers well in advance of the event.
- 4.3. Stallholders must follow the Health and Safety policy of the Organisers, and all directions of the Organisers regarding Health and Safety.
- 4.4. The Organisers will ensure that its contractors, agents, and invitees comply with all health and safety directions given by Stallholders within their Event site.
- 4.5. Stallholders agree that they will consult with the Organisers to ensure that Stallholders' health and safety practices do not unreasonably affect the Organisers' operations.
- 4.6. The Organisers will comply with all obligations imposed on the Organisers at law relating to the health and safety of persons on or in the vicinity of the Event.
- 4.7. The Organisers will provide to Stallholders the Organisers' rules and procedures, if any, regarding the health and safety of persons at the Event and the identification and mitigation of hazards.
- 4.8. Stallholders will comply with any reasonable obligations imposed by the Organisers regarding the identification and mitigation of hazards and the health and safety of persons at the Event.

5. Parking

- 5.1. Stallholders may access the site between the hours of 6am and 9am to set up.
- 5.2. Stallholders must move their vehicles at the latest by 9.30am.
- 5.3. No Stall Holder vehicles are to be within the Event area between 10am – 3pm Saturday 27 January 2024 unless your vehicle is integral to your site.
- 5.4. No vehicles other than Emergency Vehicles will be permitted within the public area of Gumbboot Day® during the hours of 10am – 3pm on Saturday 27 January 2024.

6. Cancellation/Termination:

6.1 This Agreement continues until ended:

- (a) By expiry of the Term of the Agreement; or
- (b) By agreement between the parties;
- (c) By the Organiser pursuant to clause 3.3; or
- (d) In accordance with clause 6.2.

6.2 The Organisers have the right to cancel this Agreement without notice:

- (a) if the Stall Holder breaches any of the terms and conditions of this Agreement.
- (b) if, in the Organiser's opinion, any product, advertising or site display is not in the best interests of the Event or may be a cause of offence or harm to the public; or
- (c) In the event of any Force Majeure event occurring that would prevent the Organisers from commencing or continuing the Event or render it impracticable for the Organisers to commence or continue the Event.

Consequences of cancellation/termination

6.3 If this Agreement is validly cancelled or terminated by either party:

- (a) The Organisers may remove any product, advertising, or site(s) from the Event, without notice.
- (b) The Organisers may choose to retain or refund the registration fee at their discretion. There will be no refund on cancellations made after 5pm 12 January 2024; and
- (c) The Organisers shall not be liable for any resulting Loss(es) to the Stall Holder.

6.4 The Stall Holder must not either during or after termination/cancellation of this Agreement, communicate to any person any confidential information of the Event except in so far as may be necessary to enable the Stall Holder to fulfil its obligations under this Agreement. This clause will not apply to information that has entered the public domain other than as a result of a breach of this clause by the Stall Holder.

6.5 Any cancellation/termination of this Agreement will be without prejudice to the rights of either party arising prior to cancellation/termination.

7. Indemnity

7.1 The Stallholders agree to indemnify the Organisers against all claims, actions, Losses (excluding loss of profits or indirect or consequential loss) and expenses of any nature which the Organisers may suffer or incur or for which the Organisers may become liable in respect of or arising out of or in connection with:

- 7.1.1 any damage to property or injury to persons arising from anything at the Event caused by any act or omission by the Stallholders; and
- 7.1.2 any liability incurred by the Organisers in respect of a breach by Stall Holder(s) of any legislation governing the Stall Holder(s) actions at the Event including, without limitation, the Resource Management Act 1991, the Health and Safety at Work Act 2015 (to the extent permissible by law), the Building Act 2004, the Electricity Act 1992 and any successors or amendments to any of such Acts, to the extent that the Organisers have not caused or contributed to the event.

8. Other important information

- 8.1 Any Agreement reached between the Stall Holder and the Organiser is confidential between the parties.
- 8.2 It is recommended that Stallholders arrange accommodation in advance. For more information visit (www.taihape.co.nz) or contact the Taihape Information Centre on (06) 388 0604.

The Event/Market contact details:

<i>Event Organiser:</i>	Pania Winiata Project & Events Co-ordinator Taihape Community Development Trust Tel: 06 388 1307 Mob: 021 042 0303 E: admin@taihape.co.nz	Postal address for registrations:	Taihape Community Development Trust PO Box 25 Taihape 4742
		hand delivery to	102 Hautapu Street Taihape 4720 9am to 5pm
<i>Accommodation & General Inquiries</i>	Taihape Information Centre Tel: 06 388 0604 E: taihapeinfo@rangitikei.govt.nz		

