

THIS AGREEMENT dated 18 November 2022

BETWEEN Little Hands Honey Limited (Company No 8319474) trading as Papamoa Community Market referred to as “**PCM**”

AND _____ referred to as “**the Stallholder or vendor**”

INTRODUCTION

1. The **PCM** is the organiser of the Community Market (“**the event**”) and is allowing the Stallholder to sell various products (or provide services) at the event on certain terms and conditions.
2. By signing below, the parties hereby enter into a legally binding contract on the terms and conditions set out in this Agreement.

AGREEMENT

3. The **PCM** has been granted a permit by the **Te Manawa ō Pāpāmoa School** to hold the event on the school premises situated at 72 Te Okuroa Drive Papamoa Beach 3118 (“**the venue**”). The Stallholder acknowledges it has sighted the permit and agrees to comply with all terms and conditions attached to the permit (**Schedule 1** attached to the email).
4. The Stallholder is allowed to sell products at the event on the strict condition that the Stallholder **must use a gazebo secured with weights** or food truck to operate from while making such sales.
5. The Stallholder will, on vacating the venue whether before or after the end of the event, **ensure that all rubbish is disposed of in a responsible way** and as notified by the PCM and that its area at the venue is in the same condition as when the Stallholder arrived.
6. The Stallholder agrees to sell only the products listed below, as agreed with the PCM. Sales of any products not listed below will result in the immediate termination of the Agreement and the Vendor will vacate the venue, regardless of whether the event has concluded or not.



Describe your product: _____

NO ALCOHOL SALES

7. The Stallholder acknowledges that there is no liquor licence at the event and alcohol sales by the Stallholder are strictly prohibited. In the event alcohol is sold by the Stallholder, the Agreement will be immediately terminated by verbal notice and the Stallholder will vacate the venue, regardless of whether the event has concluded or not. If the Stallholder refuses to leave the venue, the PCM may trespass the stallholder from the venue.
8. The PCM does not have any responsibility for any fines, charges or losses caused by the sale of alcohol in breach of this agreement. The Vendor acknowledges that it is directly liable for all fines incurred as a direct contravention of the prohibition to sell alcohol.

HEALTH AND SAFETY

9. The Stallholder acknowledges it has been provided with a minimum hygiene requirements checklist in accordance with the Food Act 2014 and agrees to comply with the requirements contained in that checklist.

Following acceptance as a stallholder clearance must be obtained, if required, from Environmental Health at Tauranga City Council to trade at Papamoa Community Market. Evidence is required that food produced for sale at the PCM has been prepared in a licensed food premises. **Commercial food vendors must always display a copy of their current registration certificate at the event.**

Food vendors wishing to sell food to fundraise for a charity, cultural or community group up to 20 times per year are exempt from any form of food registration under the Food Act (2014). They must still ensure that the food they sell is safe and suitable.

All fundraising vendors must use the Food Hygiene Event Checklist. (**Schedule 2** attached to the email)

10. The Stallholder acknowledges that a representative of the PCM has provided an induction into the health and safety requirements applicable to the event and agrees to comply with all relevant health and safety regulations. (**Schedule 3**)

INDEMNITY

11. The Stallholder indemnifies the PCM against all liabilities, costs, losses, claims, expenses, damages, or demands incurred by the PCM arising out of or incidental to the Stallholder non-compliance with this Agreement or any act or omission of the Stallholder

SITE REQUIREMENTS:

12. Site fees must be paid by direct credit into the Little Hands Honey Ltd T/A Papamoa Community Market Bank account. Payment will be issued via GST Tax invoice payable by the 27th of each month for the dates you have confirmed to attend for

the next month. If you can't attend a market that you committed to, then at least 3 days' notice is required, and you will be issued a credit off your next market invoice.

Date/s required: (seasonal) or (all year) (circle one)

Dates preferred

Weekly: Fortnightly: Monthly: Other (circle one)

Size of site required (single, double, triple): _

Power required **Yes No** (circle one)

Gazebo required **Yes No** (limited numbers) \$20 to be booked in advance & stallholder to set up and take down.

Fees:

Fees are at current Papamoa Community Market rates. Until further notice, the fee for a single site is:

\$40.00 per market for Food and Beverage Stalls,

\$30 for services & demo's

\$25 for non-food products payable by direct credit.

EXECUTION

SIGNED AND DELIVERED AS A DEED

For and on behalf of **LITTLE HANDS HONEY LIMITED T/A PAPAMOA COMMUNITY MARKET**

Authorised Signatory

Witness Signature

Witness Name

Occupation

Address

For and on behalf of the Stallholder

Authorised Signatory

Witness Signature

Witness Name

Occupation

Address

SCHEDULE 3

Papamoa Community Market Health & Safety Policy

Each Individual Market is responsible for ensuring compliance with their obligations under the Health and Safety at Work Act 2015 (the Act) and associated Regulations. This includes, but is not limited to ensuring: -

- 1 The safety of themselves and members of the public around their market.
- 2 That all gazebos and umbrellas are securely weighted down in preparation for all weather conditions at all times.
- 3 That all stall holders' goods are displayed safely on a sturdy table or display unit.
- 4 That any vehicles in the market are safely parked and have the hand brake on.
- 5 That all extension cords are covered to prevent people tripping over them e.g., where they lay across crossings, paths etc.

Powered site holders must ensure that:

- i One complete cord runs directly from the stall to the power source.
- ii The stall holder must ensure that all connections are protected from any potential change in the weather i.e. rain.
- iii All extension cords and appliances must have a current compliance or "Test Tag Label" on them.

Stallholders must also ensure compliance with their obligations under Health and Safety at Work Act 2015 (the Act) and associated Regulations. In addition to points 1 to 5 above, and in particular, those stallholders that use any kind of cooking equipment at the market must ensure the safety of the public. This will include, but is not limited to ensuring that they: -

- i Keep any hot equipment away from the front of the stall, out of reach from the customers.
- ii If they are using oil or fat must ensure that this is sheltered from weather elements, such as rain.
- iii If they are selling products that are cooked, processed, or precooked or prepacked, it is the stallholder's responsibility to ensure compliance with any and all legal requirements
- relating to the sale and advertising of those products. That they familiarise themselves with the whereabouts of the fire extinguisher and first aid box (motorhome). If you are unsure where it is it is your responsibility to ask the market manager.
- iv If they are using power or any kind of cooking facility are encouraged to have their own safety plan in accordance with the applicable law and regulations.

6 It is the Markets responsibility to identify hazards and associated risks relating to the operation of their market and to take steps to eliminate or minimise those hazards and risks, for example by identifying those hazards and risks in a risk register which would enable the Market to put any necessary control measure in place.

7 The Market can request all and any unsafe activities and/or equipment be stopped or that control measures are put in place immediately.

8 The Market Manager has the authority to carry out random audits from time to time.

I have read and agree to the Health and Safety Rules and regulations set out in the Markets Health & Safety Policy.

.....

Stall Holder Signature

Business Name

Date

Rental Agreement for the provision of facilities outside school hours for Pāpāmoa
Community Market

1 December 2022 TO 1 DECEMBER 2023

Between

Te Manawa ō Pāpāmoa School Board of Trustees

And

Pāpāmoa Community Market (PCM)

The agreement encompasses the business relationship between PCM and Te Manawa ō Pāpāmoa School.

This agreement shall be re negotiated every year. During that time the Director of PCM, the Principal, or the Office Manager will meet at the start of each term for a review meeting.

Based on school capacity and use of facilities, it is agreed that the Board will make the school facilities (as listed below) available to PMC and PMC will use those facilities under the following terms and conditions:

Facilities:

- Caretaker Shed.
- Inner Courtyard and COLAs (access to power)
- A Block Toilet block

Care of facilities:

- PCM and the school agrees to leave all facilities in a clean and tidy manner.
- PCM and the school agrees to contact each other if the facilities are not found suitable for its operation.
- PCM agrees to check all facilities used by PCM to confirm they are locked and secured. This includes entrance gates.
- PCM agrees that the security alarm for Te Houhou and A Block will be set at the end of any programme session .
- PCM shall be liable for all costs associated with failure to secure or alarm Te Houhou and A Block, including emergency services call outs.
- PCM agrees any damage caused due to their use will be replaced at a cost to PCM
- The Board agrees that the facilities will be maintained at a Health & Safety standard required for PCM.
- The board agrees that the cleaning of toilets and bathrooms will be the responsibility of the school prior to markets and the responsibility of PCM after the markets.

cc.

- PCM agrees to notify the school if there are any maintenance or Health and Safety issues immediately.
- The Board agrees facility maintenance will be completed on a regular basis.

Hours of Operation:

When operating the following hours are agreed:

TERM TIME - Sundays 6.00am - 3pm

A Block Toilets, Shed and Inner Courtyard.

PCM to inform Te Manawa ō Pāpāmoa of these dates a term in advance.

Insurance:

PCM agrees to hold full indemnity insurance cover for the facilities used.

PCM agrees to provide a copy of this annual cover to the Board for its records.

PCM indemnifies the Board against all costs and claims associated with the operation of this programme.

Endorsement a/the service within the school and to the community:

- The school agrees to allocate an A5 section in the main part of each school newsletter to PCM
- The Board agrees to include PCM within its school website / Facebook information as a service provided at the school.
- The Board permits PCM to display mutually agreed advertising signage at Te Okuroa Drive and Waikiwi Way at PCM's expense and risk.

Termination

- Either party may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply. Any terms of this Agreement that by their nature extend beyond the Agreement termination remain in effect until fulfilled.

Rental:

 be paid monthly.

Handwritten initials or mark.

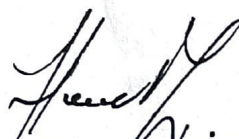
- Rental cost is to be reviewed at the end of 2023 in negotiation with both parties.

Communication:

Name: Pāpāmoa Community Market
Carmen Cristescu
Mobile: 0211800451
Email: hello@littlehandshoney.co.nz

Te Manawa ō Pāpāmoa

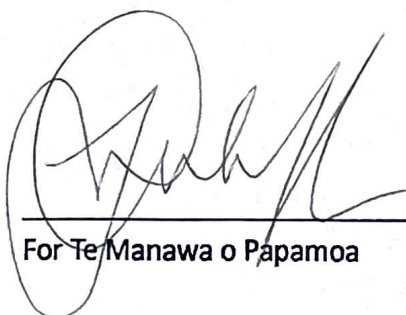
Signed:



For Pāpāmoa Community Market

16.11.2022

Date



For Te Manawa o Papamoa

17.11.2022

Date

Food Hygiene Event Checklist

For persons fundraising up to 20 times per year
or for profit once a year.

Food Act 2014



Tauranga City

Use this checklist to ensure that food you prepare and sell is safe and suitable for your customers.

4 C's	Checked	
Cook	<input type="checkbox"/>	Suitable equipment is available to ensure prepared food can be made piping hot before serving (food is not overcrowded)
	<input type="checkbox"/>	Suitable equipment is available for hot-holding food over 60°C (hot-holding cabinets, bain maries, soup warmers)
	<input type="checkbox"/>	Any poultry is checked to be cooked through prior to serving (white flesh, juices run clear, internal temperature at least 75°C)
	<input type="checkbox"/>	Probe thermometer required for temperature checking
Clean	<input type="checkbox"/>	Hand wash basin is set up: 20L container of potable water with spout and waste water bucket, liquid hand soap, single use paper towels and hand sanitiser
	<input type="checkbox"/>	Food safe sanitising surface spray, disposable cloths
	<input type="checkbox"/>	Sufficient rubbish containers available (bins, bags, boxes)
	<input type="checkbox"/>	Waste water and waste oil is stored and disposed of correctly
Chill	<input type="checkbox"/>	Keep cold food stored below 5°C
	<input type="checkbox"/>	Sufficient ice is available to keep food cold
	<input type="checkbox"/>	Frozen food is stored so as to be frozen solid
	<input type="checkbox"/>	Potentially hazardous food is not held between 5°C - 60°C for more than 2 hours
Conduct	<input type="checkbox"/>	Necessary essential services are in place - lighting, gas, electricity
	<input type="checkbox"/>	Staff are wearing suitable clothing, hair is tied back or a hat is worn
	<input type="checkbox"/>	Separate staff for handling food and handling money
	<input type="checkbox"/>	No staff onsite who have had vomiting and/or diarrhoea in the last 48 hours
	<input type="checkbox"/>	If wearing gloves - change frequently. Use tongs, spoons or other utensils to handle food
	<input type="checkbox"/>	Store food safely: keep food in clean containers with lids, and store food off the floor
	<input type="checkbox"/>	Keep food that is on display covered to prevent contamination from customers, flies and dust
	<input type="checkbox"/>	Do not offer allergen free food unless you can guarantee that there is no risk of contamination
<input type="checkbox"/>	Samples on display are offered with single use utensils - e.g. toothpick, disposable spoon, ice cream stick	

Please note: A person or business that is exempt from registration must still comply with the food safety requirements of the Food Act (2014) and ensure that food for sale is safe and suitable.