RULES & INFORMATION

Managed by: Rotorua Lakes Council

Email: markets@rotorualc.nz

ROTORUA NIGHT MARKET

Rotorua Lakes Council
Tutanekai Street, Rotorua
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Rotorua Night Market Rules and Information

Our Vision: **"The Rotorua Night Market will be a vibrant, culturally rich hub in the heart of our city, a place where local vendors can build sustainable businesses, our community gathers to connect, and Rotorua's identity and manaakitanga are showcased to locals and visitors alike."**

The Rotorua Night Market is a 'must-visit' destination both for our local community and visitors to Rotorua. The family-friendly atmosphere in the heart of the city is a great place to enjoy the best food, produce, artisan goods and entertainment the region has to offer. **It operates every Thursday (weather dependent) on Tutanekai Street from 5pm – 9pm in summer and 5pm – 8pm in winter.**

Please refer to the Fee Structure Form for a detailed list of fees, site dimensions and payment schedules. If you have any questions, please contact Markets team at markets@rotorualc.nz

1. How to trade at the Rotorua Night Market

Please ensure you read this entire document before completing your application form and supplementary forms (there is a checklist on page 3 to ensure you have supplied all items required). The application must be completed in detail with all relevant information and photographic evidence of all the products you wish to sell in PDF format. The decision to approve stalls is at the discretion of Night Market Management team and is based on the following considerations:

a. **Suitability with Night Market culture:** is the product suitable for the Night Market. Does it add variety and are the vendors vibrant, passionate and good communicators?
b. **Quality of craftsmanship/production:** is the product made to a high quality? Is the product locally made?
c. **Potential for financial success:** does the product have the potential for financial success and are goods set at a reasonable price point?

We also take into consideration whether or not there is a similar product already on offer within the Market, creativity and innovation of a product or concept and whether products (namely artworks and crafts) have been designed or produced by the vendor or a designated salesperson. We do not accept any applications to sell parallel imports, wholesale discounted products or second grade produce.

Please note that once an application is approved, the Stallholder's **first month of trading that is booked and paid for is conducted on a trial basis** and the Market team reserves the right to cancel any booking at any time.

The Market team will give written approval prior for stallholders to join the Market. By signing on as a stallholder, you agree to the Night Market Rules and Information outlined in this document.

Weekly Stall Fees
Valid from 1 July 2026. All prices are per week and include GST.

Stall type	Weekly cost (incl. GST)
Tent 3m x 3m Arts	$59
Tent 6m x 3m Arts	$93
Tent 3m x 3m Food	$182
Tent 3m x 3m Food (powered)	$217
Tent 6m x 3m Food	$270
Tent 6m x 3m Food (powered)	$305
Mobile (No Power)	$109
Mobile (powered)	$128
Tent Pantry Food 3m x 3m	$59
Tent Pantry Food 6m x 3m	$93
Entertainer	$0

1.2 Operation Rules & Regulations

Site Placement
While we endeavour to place stallholders in their desired locations, the **Market team reserves the right to make changes to the site plan as required for the overall benefit of the Market.**

Payment of market fees does not create any form of tenancy or imply a guaranteed right to a future site & licence.

Communications & Market Cancellations
Once a stallholder has been confirmed to trade at the Market, they will be added to the newsletter database. The newsletter is emailed the day before the Market and contains a site plan and any other important notices about upcoming events. **You must read each weekly newsletter in case of changes or amendments.**

We aim to trade in all weather, however in the event of a cancellation due to heavy rain, high winds or other extreme unforeseen events, we email our database first and then post a notification to Facebook. The decision to cancel is never made lightly and is done in the best interests of stallholders, set-up crew and marketgoers. If the Market is cancelled, all stallholders and contractors will be advised of the cancellation by 1pm on Wednesday. As weather conditions can be unpredictable, the Market Team will monitor conditions and forecasts leading up to and during the market.

The **Market Team reserves the right to cancel, postpone, or modify the market at any time (Thursday)** if weather conditions are considered a health and safety risk to stallholders, visitors, staff, or the public.

If you do not have regular access to email and would prefer us to text you regarding a cancellation, please let the Market team know. You can also phone the Rotorua Lakes Council Customer Centre on 07 348 4199 to check the status of the Market or visit the @RotoruaNightMarket Facebook page.

2. Attendance Requirements, Cancellations & Termination

Stallholders are required to attend every Night Market date they have agreed to. If you do need to be absent on the odd occasion, we require sufficient notice so we can temporarily fill your site and keep the Market full and vibrant.

- If you plan to be away on holiday or absent from the Market, you must let us know manage your availability in Attekus Bookable to avoid any penalties and per T&C
- If it is an emergency, and completely out of your control, then a call must be made to the Market team as soon as you realise you are unable to attend
- If you intend to leave the Market indefinitely, follow the cancellation terms & conditions.
- Failure to communicate at all, or within these timeframes/ no shows, will result in a regular stall fee charge for that week, and may jeopardise your place at the Market.
- A food stall can only be managed by the person/s listed on the Market Stall Application and Licence.

3. Waste Minimisation, Rubbish and Recycling

Rotorua Night Market is working to minimise the waste it generates and ensures any waste that is produced is appropriately processed and diverted from landfill.

To achieve this, we work on the philosophy of reduce, reuse, recycle, recover.

We ask stallholders to:

- Minimise the amount of single use packaging they bring to be market, especially plastic
- Use re-usable packaging, or if not possible ensure it can be recycled or is compostable
- Remove all rubbish and materials from the site at the close of trading
- Any compostable packaging should be paper/card or bamboo based i.e. bags, cups, plates, bowls, containers, cutlery, straws (a list of suppliers that stock appropriate packaging is provided below)
- Think about an incentive for customers who bring their own food and drink containers (a small discount or a value-added offer)

3.1 Packaging suppliers

- Jasco – Ecoware compostable range, www.jascodist.co.nz, E. info@jascodist.co.nz, P. 0800 527 260

What does the Market team provide?

The Market team provides each stall with a tent and minimal lights. Set-up of these is done by the Market team and so all you need to do is check the site plan before you arrive and bring along everything you need to trade for the evening.

3.2 What does each stallholder have to bring to the Market?

- Stock
- A change float
- Table and full-length table covering
- Market stall licence (food stalls only)
- Professional display, signage and promotional materials
- Pricelist, invoices, order forms and receipt books
- Hand-washing facilities (food stalls only)
- 3mx3m floor mats in food sites
- Barrier to protect naked flames need to be away from customer facing
- Rubber matting to cover electrical cables (300m x 600m wide and at least 3M in length)

All food vendors cooking with gas and/or electricity must have tagged and certified electrical cables and equipment, a fire extinguisher, first aid and current gas certification onsite at all times.

4. Public Liability Insurance (PLI)

- Public liability insurance is compulsory for all stallholders. Evidence of yearly renewal must be provided on request
- Produce insurance is compulsory for all skincare and consumable products
- Workers' compensation insurance licences are the full responsibility of the stallholders

4.1 Disclaimer of Liability

- The Rotorua Night Market and Rotorua Lakes Council (RLC) will not be liable for any loss or damage to the property of stallholders due to fire, robbery, weather, accidents or any cause whatsoever that may arise from use and occupancy of the site.
- RLC assumes no liability for any damages or losses resulting from or relating to the failure of the stallholder to comply with the Night Market Rules & Information.

5. Market Trading Hours

- **Summer hours:** Opening time 5pm, Closing time 9pm
- **Winter hours:** Opening time 5pm, Closing time 8.00pm

Pack-In Times

- **General Vendors & Mobile Food Trucks:** Pack-in is from **3:00pm**, once the roads are closed and the TMP is in place.
- **Vendors at the Intersection:** Pack-in is from **4:15pm**, once the intersection is closed and the TMP is in place.

The date for changing from summer to winter hours, & vice versa, will be communicated through the Night Market newsletter.

5.1 Set-up and Pack-down of Stalls

- Set-up of Market stalls must be completed by opening time and stallholders must be prepared to trade until closing time
- If you sell out, please do not start to pack up or leave the Market early. We invite you to put up a 'Sold Out' sign at your stand and use the time to engage with the public and encourage them to get in earlier to see you next week! Failure to comply may jeopardise having your stall at future markets
- All stalls must be clear within 15 minutes of closing time to ensure roads can reopen within one hour of closing
- Do not use or attach sticky tape (Sellotape), twine, or ribbon to tent legs.
- Do not use staples on tent covers.
- Hot cooking equipment must have a protective barrier/backboard.
- Protective barriers must be solid and suitable for heat protection, such as steel, aluminium, or a suitable wooden board.
- Ensure all cooking equipment and protective barriers are secure and positioned safely to prevent risks to stallholders and the public.
- Failure to comply with the market rules may result in the **stallholder being held responsible for any repair or maintenance costs incurred**

6. Social Media Policy

Stallholders are asked to present positive messages about the Market on social media platforms. Negative comments or airing of grievances with Market Management on social media will result in immediate termination from the Market. All grievances can be resolved professionally by other means.

6.1 Stallholders Conduct

Stallholders must treat Market Management, staff, volunteers, other stallholders and the public with courtesy and respect at all times. Abusive, threatening, discriminatory or intimidating behaviour will not be tolerated, whether in person, in writing or online. Stallholders are also responsible for the conduct of their staff, helpers and anyone attending on their behalf.

7. Complaints

The Market is a shared community space, and we want concerns resolved directly and early. Any concerns or suggestions should be brought to the attention of the Market Manager in the first instance. Urgent or safety-related matters should be raised in person with the Market Manager on the night.

- Official complaints must be submitted in writing to Market Management at markets@rotorualc.nz within 7 days. This applies to any complaint about the Market, its operation, Market Management or another stallholder.
- Grievances must be raised through this process, not online, with other stallholders or with members of the public.
- RLC will address written complaints within 5 business days and will determine what, if any, action is required. RLC will respond to the complainant in writing about the actions that will be taken.
- Complaints will be handled fairly and confidentially where possible.
- Raising a complaint in good faith will not affect a stallholder's future participation in the Market.
- Stallholders who are the subject of a complaint are expected to co-operate fully with RLC in any investigation, and will be given an opportunity to respond before any action is taken against them

8. Display Standards

- Table displays should be assembled in a way that allows clear, visible access to your stall and adjoining stalls
- Public access/walkways must be kept clear at all times
- All stall equipment must be firmly secured to protect personal and public safety
- No heavy items are to be suspended that may fall on people or cause damage to the Market canopy
- The use of nails, tacks, screws or any other sharp object may not be used to attach any display to Market property
- All adhesives used must be completely removed at the end of each trading session
- All signage must be professional, correct and clear and in no way misleading to shoppers
- The canopy and any equipment must be clean at all times and clear of any cooking residues
- Storage of extra stock or containers must be out of sight from the public under your table
- It is the Stallholder's responsibility to ensure product is protected from the elements (wind, rain, sun)

9. Market Assistant

The Market Assistant will be present during trading hours. Their role is to oversee the safety of the marketplace for all those who attend. They are the first point of contact should any issues arise and will notify the Market team if further action is required. Market Management may direct any person to relocate or stop an activity that:

- Obstructs walkways, stalls, pack-in routes or emergency access;
- Uses amplified sound or erects structures, tables or banners without approval;
- Harasses, intimidates or obstructs stallholders, staff or the public; or
- Creates a health and safety risk.

10. Power for Stallholder Use

- Electricity cables, leads, appliances, outlets & any other source of electricity will be available only by prior request and permission from the Market Manager. Future access may be denied if usage results in excessive circuit loads and stallholders will be subject to an additional fee for such usage. Ensure you complete the relevant section in the Application Pack

- The Market Management Team is responsible for:
    - Removing and/or replacing any lighting in the Market, including inside the canopies
    - Plugging all cables into power boxes

- Each stallholder is responsible for:
    - Tagging and testing all their appliances and cables
    - Labelling all their cables at the plug end with their stall name and the type of appliance
    - Providing rubber matting to cover cables. Carpet or other material is not accepted

10.1 Access and Parking

- Only stallholders with up-to-date payments will be permitted on site
- Unloading is strictly between 3:10pm and 4:50pm, depending on the road closure
- Stallholders must observe all parking and traffic regulations
- Please consider local retailers and members of the public and respect all premises and property
- Parking for stallholders is available in the Haupapa Street carpark (near the Fenton Street end of Haupapa Street)
- Market Ambassadors take no responsibility for vehicles, stock and belongings in the carpark or the Market. Each stallholder is responsible for the security of their own stock, personal belongings and operational procedure, including cash handling

11. Standards of Behaviour for Stallholders and Staff

In order to provide a fun and friendly Market for all, stallholders and their staff are expected to:

- Conduct themselves and their business with honesty, transparency and in the spirit of cooperation
- Be professional, kind and considerate towards neighbouring businesses, other stallholders, customers and Market staff
- Follow the directions of Market Management and staff at all times
- Do all things reasonably necessary to promote the best interests, image and welfare of the Markets, including positive and/or constructive comments in public forums and social media. Behaviour that brings the Market into disrepute may jeopardise your place at the Market
- The Market has zero tolerance for discriminatory behaviour of any kind
- Antagonistic, abusive or threatening behaviour and/or language towards any staff, customers or other stallholders will not be tolerated at the Market
- Stallholders must not tout or aggressively solicit sales
- Babies and children are permitted behind the stall while their parents/caregivers sell as long as they do not create a nuisance or disturbance to others
- Animals are not allowed at the Market
- Smoking or vaping is not permitted at the Market
- Alcoholic beverages are not permitted at the Market (tasting only with appropriate licences)
- No stallholder, staff, agent or performer shall be under the influence of illegal drugs or alcohol while selling, working or performing at the Market
- Stallholders must not use, display, or sell inappropriate products, or any products that have not been pre-approved by the Market Manager
- Gang colours, insignia or visible signs of gang association are not permitted in the Market
- The Market is a community trading space. To keep it welcoming for everyone, stallholders, their staff and agents must not use their stall, site or Market property for political campaigning, electioneering, petitioning, advocacy displays or demonstrations, whatever the cause or viewpoint.
- Market Management decisions are final, and they may do all things necessary and proper to ensure these rules are followed and enforce, including immediate suspension and/or exclusion from the Market

11.1 Safety and Hygiene Standards

- All food offered or sold in the Market must be prepared, transported, served and stored as per the Ministry of Primary Industries' Food Control Plan https://www.mpi.govt.nz/food-safety/food-act-2014/food-control-plans/
- All vendors must have a suitable barrier between their cooking/preparation area, goods, and customers.
- Periodic inspections will be carried out by an Environmental Health Officer to ensure that all stalls comply with the MPI Food Control Plan
- Where possible, and considered safe to do so, the Market will continue to operate under Covid 19 Alert Levels 1 and 2, with the appropriate safety measures in place. Stallholders must also ensure that they operate their stalls in accordance with appropriate Government guidelines, and any additional measures required by RLC and our Market team
- If you have questions in regard to Market Safety and/or Food Safety, please contact the RLC Environmental Health team on 07 348 4199

12. Health & Safety and Pack-Down Requirements

- **Pack down within 15 minutes** of market closing.
- Roads must be able to **reopen within 1 hour** of closing.
- Keep all **equipment, stock and stall structures secure** at all times.
- Stallholders are responsible for maintaining a **safe stall area** and complying with all Health & Safety requirements.
- Do not create hazards or risks to **staff, stallholders or visitors**.
- **Road barriers must be closed immediately** after every vehicle enters or exits the market site.
- **Never leave barriers open** — this creates a serious safety risk.
- **Close the barrier before driving to your stall.**
- Failure to meet Health & Safety requirements may result in **suspension or removal** from the Rotorua Night Market.

12.1 Audits

Each month the Market Operations team will visit stalls to check for any of the following:

- ☞ current market stall licence clearly displayed
- ☞ gas certification
- ☞ tagged and certified electrical leads, cables and equipment
- ☞ hand-washing facilities
- ☞ barriers for open flames / BBQ
- ☞ biodegradable packaging
- ☞ caravan plugs
- ☞ cleanliness of site
- ☞ professional signage

12.2 Non-Compliance and Enforcement

Most issues can be fixed on the night with a conversation. Where they cannot, the Market team will use the steps below. Which step we start at depends on how serious the breach is. All steps will be recorded.

1. **Verbal Notice.** Where safe and reasonable, the Market Manager or Market Assistant will raise the breach in person and ask for it to be fixed straight away.
2. **Breach and Remedy Notice.** If the breach is not fixed, happens again or is serious, we will email a written notice. The notice will set out the breach, what must be done to fix it, and the deadline. The stallholder may respond within 5 business days.
3. **Suspension.** We may suspend a stallholder for a set period if a notice is not complied with, or if they receive two notices within 6 months. The stallholder will be given an opportunity to respond first. The decision will be confirmed in writing with reasons and any conditions for returning.
4. **Termination of Stall Licence.** We may terminate a licence if breaches continue after a suspension, if the conditions of a suspension are not met, or if there is a serious breach.

12.3 Attekus Bookable

- View and manage your market bookings online.
- Stallholders are responsible for keeping their availability up to date.
- Please ensure you update your availability promptly to avoid any cancellation penalties.

13. Payment Terms

Market fees contribute towards site space, day-to-day operations, maintenance of infrastructure, market entertainment, administration, management and marketing of the Rotorua Night Market.

Market fees (see attached schedule) are reviewed annually by RLC in accordance with the Market's financial obligations. Stallholder fees will be invoiced monthly by RLC and must be paid in full by the 20th of the month following. Failure to pay on time may result in exclusion from future markets.

13.1 Cancellation & Refund Policy

- Cancellation 5 or more days before the market: Full refund of market fees.
- Cancellation less than 5 days before the market: 50% refund of market fees.
- Cancellation on the day or no-show: No refund. The full market fee will apply**.**

14. Acknowledgement

☐I have reviewed the proposed policy and have no concerns with the guidelines.

By signing this document, I acknowledge that I have reviewed the proposed menu for the **new/existing vendor** and have had the opportunity to raise any concerns regarding menu conflicts or significant overlap.

Vendor Name:			
Business Name:			
Signature:		Date:	