



**Kalamunda Artisan Market  
Stallholder Terms and Conditions  
Effective 27<sup>th</sup> October 2018**

*Stallholders must abide by the following terms and conditions. Stallholders who fail to abide by any of the terms and conditions contained in this document risk being banned from the market. Attendance at the Kalamunda Artisan Market or the submission of an application to attend the Kalamunda Artisan Market is deemed to be acceptance of the following terms and conditions.*

**Produce and Goods**

1. Stallholders must either make or grow their product or have added substantial value to the product
2. Stallholders may only sell products that have been approved by the market management. Stallholders may only sell new products that have been approved by market management. Stallholders may request to sell new or different products by emailing the market management
3. Stallholders may not use market events for the primary purpose of clearing stock at substantially reduced prices
4. Single use plastic bags are not to be used by stallholders

**Applications**

5. Acceptance of stallholders for participation in the Kalamunda Artisan Market is at the sole discretion of the market management. Kalamunda Artisan Market reserves the right to reject applications and not enter into correspondence regarding the decision made.
6. Applicants may not appeal any decision made by the market management
7. All applications shall be informed in writing of the outcome of their application
8. Stallholders are not permitted to transfer their stall or sublet their stall to anyone. Stalls will only be allocated following the acceptance of a registration of eligibility and application by approved stallholders
9. A successful application for one event does not guarantee approval to attend future market events
10. Decisions made by the market management are not reviewable and market management reserves the right to not give reasons for their decision or engage in discussions about the decision making process

**Stall Allocation**

11. Stall allocation is at the sole discretion of the market management

12. Market management reserves the right to change the allocation and/or location of a stall and not enter into correspondence regarding the decision made
13. Stallholders will be advised prior to the market of their allocated stall

### **Regular Stallholders**

14. A regular stallholder is a stallholder who attends the market on a regular but not fulltime basis
15. Regular stallholders must apply for individual markets
16. Regular stallholders may apply for a fulltime position after attending the market for at least eight consecutive markets. Market management reserves the right to reject any application for fulltime status and will not enter into correspondence

### **Fulltime Stallholders**

17. A fulltime stallholder is a stallholder who attends the market on a fulltime basis.
18. Fulltime stallholders must attend the market at least ten times in a twelve-month period. Failure to abide by this term may result in the loss of fulltime status
19. Fulltime stallholders do not have to apply for individual markets
20. Market management reserves the right to change the stall allocation of any fulltime stallholder at any time without entering into correspondence regarding the decision
21. Market management reserves the right to discontinue the attendance of any fulltime stallholder at any time
22. Only a limited number of fulltime positions are available in any one calendar year

### **Attendance**

*This section applies to both regular and fulltime stallholders*

23. Stallholders must notify the market management of non-attendance as early as possible. Notification of this must be made in writing by email. It is critical for the market that management is given adequate time fill empty spaces
24. Failure to give adequate notice without reasonable excuse may result in the loss of stallholder status at the Kalamunda Artisan Market

### **Fees and Payment**

25. Market management reserves the right to alter stallholder fees at any time. All stallholders will be advised of any changes in writing prior to any change being made
26. All stallholder fees, both fulltime and regular, must be paid online. Market management may allow the payment of stall fees in cash in exceptional circumstances only
27. Fulltime stallholders must pay market fees two months prior to the market event. Fulltime stallholders who do not abide by this condition risk losing their fulltime position

28. Regular stallholders will be invoiced once their application has been approved. Invoices must be paid within either seven days or by a date specified on the invoice
29. Failure to pay within the specified time may result in the offer of a position being withdrawn. This applies to fulltime and regular stallholders
30. To qualify for a rollover over a fee already paid, stallholders must notify market management of their non-attendance no less than four weeks prior to the market date
31. Stallholders may only have one fee rolled over per calendar year

### **Trading Times, Set-up and Pack-up**

32. Market trading hours are 8.30am to 2.30pm, held on the first Saturday of every month
33. Stallholders must trade for the entire duration of the market
34. Stallholders must have completed setting up prior to 8.30am.
35. Stallholders are required to unload their car/s and then immediately relocate their vehicle/s to the designated stallholder parking area. All vehicles must exit the market area by 8.15am
36. We ask that stallholders be mindful of other retailers within the market area. Should any issues arise please discuss this with the market management staff only
37. Stallholders must comply with instructions provided by all market management staff during set-up, trading and pack-down times
38. Stallholders may not commence pack-up prior to 2.30pm. Vehicles may not enter the market area until after 2.30pm

### **Stall Operation and Presentation**

39. Stallholders must keep their products and displays within their allocated area
40. Stallholders must provide their own gazebo or shelter and stall equipment
41. Stallholders must ensure that all shelters, marquees, umbrellas are correctly weighted down. Tent pegs are not to be used in any area of the market. Stallholders without weights will not be permitted to erect their gazebo or shelter
42. Stallholders may not damage any area surrounding their stall during set-up, trading times and pack-down
43. Stallholders must keep their allocated area and its surrounds clean and tidy. All rubbish is to be placed in the bins provided, stallholders must not fill bins with empty packaging etc. these must be taken away by the stallholder
44. Only goods that are for sale may be displayed and must be done so in an attractive and neat manner
45. Stallholder must ensure that all electrical equipment has a current test tag prior to attendance and that power cords and equipment do not pose any danger to anyone. Stallholders are responsible for ensuring the safety of their equipment
46. Kalamunda Artisan Market is an outdoor market and will operate in varying weather conditions. It is the responsibility of the stallholder to

ensure their products are protected against all weather conditions. The Kalamunda Artisan Market and its management are not responsible for any loss or damage to stock due to the weather

### **Advertising and Promotion**

47. Images of stallholders and stallholder products may be used as promotional material by the Kalamunda Artisan Market for publicity purposes. By applying to be a stallholder at the market you are agreeing to images of both yourself and your products being captured and used by Kalamunda Artisan Market through online and print advertising and promotion.
48. Stallholders are expected to promote the market and their attendance at the market via their own social media and advertising channels

### **Stallholder Conduct**

49. Stallholders must not insult, harass or intimidate anyone including other stallholders, customers, visitors or management and staff. Such behaviour will result in the immediate closure of the stallholder in question and they will be prohibited from trading at any future market events
50. Stallholders and their associates must not engage in negative online social media activity about the Kalamunda Artisan Market. This includes but is not limited to online bullying of market management, or other stallholders, and engaging in false and slanderous claims about the market. Such behaviour will result in a ban from future markets
51. Stallholders must be respectful and mindful of other businesses operating within and surrounding the market area

### **Parking**

52. Stallholders are required to park their vehicles in the stallholder and staff parking area adjoining the Catholic Church. Please refer to the map provided on the website for its location
53. Stallholders must not park in the street, shopping area car park or in private car parks surrounding the market

### **Product Regulations and Compliance**

54. It is the responsibility of stallholders to ensure that their products comply with the relevant safety, labelling and consumer standards and any other regulatory standards that apply to the relevant product under local, state and federal law. The Kalamunda Artisan Market takes no responsibility for stallholders who fail to meet the applicable standards
55. Stallholders vending any food or drink products, whether prepared on site or not, must acquire a licence to do so from the City of Kalamunda. Obtaining the relevant food licence from the City of Kalamunda is the responsibility of the stallholder
56. Stallholders using gas or electrical appliances must have an adequate fire extinguisher and or fire blanket on site

### **Termination**

57. Kalamunda Artisan Market reserves the right to terminate the right of any stallholder to trade at the Kalamunda Artisan Market.
58. Market management reserves the right not to enter into correspondence regarding the decision made
59. Any decision to terminate a stallholders place at the Kalamunda Artisan Market is at the sole discretion of market management. The decision is not reviewable

### **Insurance**

60. The market fee includes insurance for the market event day only. An excess of \$1000 applies to every claim  
Market insurance includes:
  - i. \$20000000 third party bodily injury and or property damage; and
  - ii. \$20000000 product liability coverMarket insurance excludes:
  - i. Product liability for electrical goods, toys and second hand items; and
  - ii. Product liability for beauty products; and
  - iii. Injury to performers, actors, singers, entertainers, participants and the like
61. Stallholders must complete an *Incident Report Form* prescribed by the market management for each and every incident that may involve a claim

### **Limitation of Liability**

62. Kalamunda Artisan Market, its management and the Rotary Club of Kalamunda are not responsible for or involved in any claims, actions or proceedings initiated against a stallholder due to their conduct
63. Kalamunda Artisan Market and its management will not become involved in any dispute that arises between stallholders or between stallholders and their customers

### **Breach**

64. Any stallholder found to be in breach of the terms and conditions outlined within this document may be banned from future market events. The decision to ban a stallholder from an event due to a breach of a term or condition is at the sole discretion of the market management