

**Kalamunda Artisan Market
Stallholder Terms and Conditions
Effective 3rd July 2023**

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 request to sell new or different products by emailing the market management
3. Single use plastic bags are not to be used by stallholders

Applications

4. Acceptance of stallholders Registration of Eligibility for participation in the Kalamunda Artisan Market is at the sole discretion of the market management. Kalamunda Artisan Market reserves the right to reject (ROE) applications and not enter into correspondence regarding the decision made.
5. Applicants may not appeal any decision made by the market management
6. All applications shall be informed in writing of the outcome of their application
7. 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 an application by approved stallholders
8. A successful application for one event does not guarantee approval to attend future market events
9. 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

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

Attendance

13. 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

14. Failure to give adequate notice without reasonable excuse may result in the loss of stallholder status at the Kalamunda Artisan Market

Stall Payment, Cancellation and Refunds

15. 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
16. All stallholder fees, must be paid online.
17. Failure to pay within the specified time may result in the offer of a position being withdrawn. Stallholders may only have one fee rolled over per calendar year.
18. Successful applicants have seven (7) days to make payment of stall fees. Acceptance to the market and an issue of an invoice will occur at the time of acceptance of the specified month applied for.
19. Applicants must notify market management in writing as soon as possible, within 7 days of issuance of invoice, if they wish to decline an offer.
20. Cancellations received after acceptance and payment, six (6) or more weeks prior to the market date, will be entitled to a refund of 50% of the stall fee paid. Notifications of cancellation are to be made in writing only.
21. A request for a fee rollover may be made in writing, and will only be granted at the discretion of market management. Requests for a fee roller over are to be made in writing only. A fee rollover to another market agreed by Management and stallholder maybe possible depending on circumstances and decided by management.
22. Cancellations received after acceptance, less than six (6) weeks prior to the market date are not refundable.

Market Cancellation

23. Kalamunda Artisan Market management reserves the right to cancel any market even up to 12 hours prior to the schedule start time. Stallholders will be informed via email of market cancellation, with as much notice given as possible.
24. If an event is cancelled due to safety concerns (i.e. severe weather warnings), stallholders are entitled to receive a refund of 50% of the stall fee paid.

Trading Times, Set-up and Pack-up

25. Market trading hours are 8.30am to 2.00pm, held on the first Saturday of every month
26. Stallholders must trade for the entire duration of the market
27. Stallholders must have completed setting up prior to 8.30am.
28. 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 8.00am

29. 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
30. Stallholders must comply with instructions provided by all market management staff during set-up, trading and pack-down times
31. Stallholders may not commence pack-up prior to 2.00pm. Vehicles may not enter the market area until after 2.30pm
32. Stallholders must comply with the market's traffic plan and parking allocation for stallholders

Stall Operation and Presentation

33. Stallholders must keep their products and displays within their allocated area
34. Stallholders must provide their own gazebo or shelter and stall equipment
35. 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
36. Stallholders may not damage any area surrounding their stall during set-up, trading times and pack-down
37. 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
38. Only goods that are for sale may be displayed and must be done so in an attractive and neat manner
39. 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
40. 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

41. 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.
42. Stallholders are expected to promote the market and their attendance at the market via their own social media and advertising channels

Stallholder Conduct

43. Stallholders must not insult, harass or intimidate anyone including other stallholders, customers, visitors, surrounding business owners or management and staff. Such behaviour will result in the immediate closure of the

stallholder's stall in question and they will be prohibited from trading at any future market events

44. 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
45. Stallholders must be respectful and mindful of other businesses operating within and surrounding the market area

Parking

46. Stallholders are required to park their vehicles in the stallholder and staff parking area at The Holy Catholic Church, Railway Road. Please refer to the map provided on the website for its location
47. Stallholders must not park in the street, shopping area car park or in private car parks surrounding the market

Product Regulations and Compliance

48. 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
49. 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
50. Stallholders using gas or electrical appliances must have an adequate fire extinguisher and or fire blanket on site

Termination

51. Kalamunda Artisan Market reserves the right to terminate the right of any stallholder to trade at the Kalamunda Artisan Market.
52. Market management reserves the right not to enter into correspondence regarding the decision made
53. 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

54. **All stallholders must have public liability insurance coverage of \$10 million.** Should you be accepted to our market we will ask you to provide us with a copy of your certificate of currency. If this is not received prior to the market (by date indicated by market management) you will not be permitted to attend

Limitation of Liability

55. 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
56. Kalamunda Artisan Market and its management will not become involved in any dispute that arises between stallholders or between stallholders and their customers

Breach

57. 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

