

## **Market Terms and Conditions**

### **1. Application and Payment**

- Applications must be submitted by the specified deadline.
- Payment is required to secure a stall position.
- Invoices must be paid in full by the specified payment deadline.

### **2. Stallholder Requirements**

- Stallholders must have their own Public Liability Insurance coverage.
- Stallholders must provide all necessary equipment, including gazebos, weights, tables, and silent generators (if needed).
- Stallholders must adhere to the market's plastic-free policy.

### **3. Market Rules**

- Trading hours are at the advertised time
- Stallholders must be set up and ready to trade 30 minutes before the advertised time
- No packing up or leaving before stated time without permission.

### **4. Cancellations and Refunds**

- No refunds will be given for weather-related cancellations.
- In the event of a cancellation, an alternative date will be offered.

### **5. Stall Allocation**

- Stall positions are allocated at the discretion of the market organizers.
- No changes to stall positions will be made without permission.

### **6. Product Sales**

- Only approved products can be sold.
- No unauthorised or counterfeit products are allowed.

### **7. Conduct**

- Stallholders must conduct themselves in a professional and respectful manner.
- No loud music, loudspeakers, or disruptive behaviour is allowed.

### **8. Waste Management**

- Stallholders must take responsibility for their own waste and recycling.
- No plastic waste is allowed.

### **9. Weather Policy**

- 9.1 All Vendors must secure their stalls against wind and wet weather.

- 9.2 Take care when setting up/taking down tents in severe weather.
- 9.3 Wear sunscreen, hats, and enclosed shoes.
- 9.4 Markets operate in all weather conditions; inclement weather is no excuse for non-attendance.
- 9.5 No refunds for weather-related cancellations; alternative dates will be offered.

#### **10. Disclaimer**

- The market organisers are not liable for lost, stolen, or damaged goods.
- The market organisers are not liable for accidents or injuries to vendors, customers, or products.

#### **11. Liability and Indemnity**

- Vendors must hold harmless and indemnify the market organisers against all actions, suits, claims, demands, costs, charges, and expenses.

#### **12. Insurance**

- All vendors must have Public Liability insurance (minimum \$10 million).

#### **13. Termination**

- The market organisers reserve the right to terminate a vendor's participation at any time.

#### **14. Intellectual Property Rights**

- Vendors retain intellectual property rights but grant the market organizers a non-exclusive license for promotional purposes.

#### **15. Confidentiality**

- Both parties must treat each other's confidential information confidentially.

#### **16. Privacy**

- The market organisers will handle personal information in accordance with applicable Privacy Laws.

#### **17. Force Majeure**

- The market organisers may terminate the agreement if the market is prevented or delayed due to circumstances beyond their control.

#### **18. Governing Law**

- This agreement is governed by the laws of New South Wales.

#### **19. Entire Agreement**

- This agreement is the entire agreement between the parties relating to the subject matter.