



Market Stallholder Terms & Conditions

Once a stallholder submits their application, the stallholder must read through the terms and conditions carefully to ensure compliance and avoid potential disappointment or disputes. Cuby GrooveFest (CGF) and the Shire of Cuballing (SOC) reserve the right to decline an application we deem unsuitable at our discretion. We will determine the success of your application based on specific criteria, which includes but is not limited to the where and how your products are made. Other considerations include but are not limited to creativity, presentation, price, professionalism, product mix and originality.

Products

1. **Products for sale are preferably made by Stallholders.** The organisers also reserve the right to refuse an application if goods are considered offensive or not a good fit with the intent of the markets, or if there are too many similar vendors already accepted.
2. **Stallholders are not permitted to sell goods on behalf of other artists or makers.** Shared stall spaces are not permitted unless otherwise agreed by CGF & SOC.
3. **Standards & Regulations** - It is the responsibility of stallholders to ensure their products comply with the relevant safety and labelling standards for their items. CGF & SOC takes no responsibility for products/stallholders who fail to comply with standards and regulations.
4. **Inappropriate Goods** - Stallholders are not permitted to sell offensive, illegal, prohibited, counterfeit or unauthorised goods including goods bearing trademarks for which the stallholder does not have a licence to sell.
5. **Third Party Rights** - It is the stallholder's responsibility to ensure that the products they are making do not infringe on any third-party rights, including the Intellectual Property rights of other stallholders and businesses.



Stall Applications and Attendance

7. Acceptance of stallholders for participation in events is at the sole discretion of CGF & SOC who reserve the right to reject applications and not enter into correspondence or otherwise explain further.
8. Stalls cannot be transferred, sublet, franchised, or sold to any other person and cannot be shared without written approval from market management.
9. All stallholders will be informed in writing of their stall allocations, bump in time and location no later than one week prior to market. All stall allocations are final.
10. Stallholders are provided a space for the event for which they have applied, and the term of that hire occurs for that event only. Submission of a successful application for one event does not automatically approve stallholders for any future events nor guarantee success or spaces for future events which may be submitted.

Stall Payment, Cancellation and Refunds

11. Successful applicants will have 7 days to make payment of stall fees upon notification of acceptance to the market and issue of invoice which will occur at the time of acceptance.
12. If you decline your stall offer, no fees apply.
13. Once your stall offer is accepted and paid for, should you cancel six (6) or more weeks prior to the market date for which you have been accepted, you will be entitled to a 50% refund of your stall fee.
14. Cancellations received within six (6) weeks or less, prior to the specified market date for which you have been accepted, are non-refundable.

Stall Set-up and Presentation

16. Stallholders bump-in and set up during the three hours prior to market opening time and must be ready to trade by market opening. Pack up and bump-out must be completed within two hours of market closing. Vehicles (other than food trucks etc. will need to be relocated to a nearby designated parking area for the duration of the market.
17. Stallholders must comply with instructions provided by all market staff on the day, AND market management staff.



18. Once site allocations have been completed by event management, these allocations are final.
19. CGF & SOC take no responsibility for the weather. Please come prepared for all weather conditions.
20. No stallholders are permitted to fix or adhere anything to Public or Private property. Additionally, stallholders are responsible for any damages they incur to property.
21. Stallholders will ensure that their space is well presented and kept neat, tidy and safe for customers.
22. (Food stalls only) If power is required, it is the stallholders' responsibility to ensure that all leads and electrical equipment are tagged and tested in compliance with workplace laws and regulations. Stallholders will need to provide their own Generator that complies with industry safety standards, making minimal noise.
23. The market site is largely bitumen with some unsealed areas. Gazebos will generally need to be secured without the use of pegs so please bring suitable weights.
24. Stallholder displays and materials must stay within their assigned stall space. Failure to do so may result in items being removed by market management for safety reasons.
25. Stallholders must supply their own set up for the market including tables and chairs.
26. Please show all consideration to safety of yourself, your team, your fellow stallholders and patrons. Stallholders must clean up all breakages and spills that occur within their stall space. For any safety concerns you have during the event at or near your stall, please contact CGF & SOC Market staff as soon as possible to prevent injury.

Stall Operation

27. Stallholders agree to trade for the entire duration of the market event they have accepted to participate in.
28. CGF & SOC do not permit stallholders to stand outside of their stall space to distribute flyers to passing customers due to impact on fellow stallholders.
29. Stallholders are responsible for the area of their stall and surrounds and must leave the area clean and tidy. Boxes and cartons must be removed from market area. Stallholders should plan to take any bulk waste or packaging with them. While extra bins are provided, capacity is limited.



30. All stallholders must be respectful and considerate of their neighbouring stallholders, their spaces and any shared areas. This is not only to ensure the safety of stallholders and patrons, but to maintain a courteous and friendly environment for all.
31. It is the responsibility of the stallholder to trade in accordance with Market, State and Local Shire regulations.

Stall Close and Pack-up

33. Stalls must not commence pack up prior to the advertised closing time.
34. Stallholders must pack up their stall and transport items to a designated bump out location.
35. Stallholders must follow directions of market staff at all times to ensure safety.
36. All stallholders are responsible for the removal of their own rubbish and must leave their allocated space in the condition it was found prior to bump-in.

Regulations and Insurance

37. All stallholders must provide their own public liability insurance to the amount of \$10 million. Stallholders must have provided a copy of their PLI compliance certificate with them prior to the event.
38. Stallholders must not at any time insult or intimidate anyone including other stallholders, customers, visitors, and staff. Failure to comply may result in the immediate closure of your stall and you will be prohibited from trading at any future events. You must not engage in any conduct which is disruptive or inconsistent with the purpose of CGF & SOC. This includes but is not limited to online bullying, engaging in false claims in online reviews or slander of CGF & SOC, our stallholders, our venues, or our staff.

Traffic Management and Parking

40. Stallholders must comply with the market's traffic plan and parking allocation for stallholders.
41. Stallholders are required to unload their market supplies at their allocated bump-in location, and immediately move their car to the allocated event parking (unless the vehicle is critical to the setup).



42. Stallholders requiring assistance when moving between event parking to the event (for any reason) can apply to Market Management for an exemption.
43. During Bump Out, stallholders are required to fully pack down their stall and transport goods to a bump out location, **prior to getting their vehicle.**

Other

44. While all care is given where possible, CGF & SOC are indemnified from any theft, loss or damages to persons, money or goods as a result of participating in the markets. Alcohol and drug consumption is strictly prohibited by any stallholders for the duration of the market. Additionally, no smoking is allowed by stallholders within their stall, and all smokers must adhere to smoking locations as allocated by our host venues.
45. Due to the variety of venue restrictions and rules, stallholders are prohibited from bringing their pets (please contact us if you have an Assistance Pet).
46. Images of stallholders and stallholder products may be used as promotional material by CGF & SOC for media and 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 then used by CGF & SOC through promotions both online and digital.
47. Images supplied by stallholders may be used as promotional material by CGF & SOC for media and publicity purposes. By supplying images of you, your stall or your products to CGF & SOC, you are confirming that the images are yours, or you have approved photographer's agreement for use of photography. If permission was not sought for the use of images, any fees or royalties incurred for the use of the image will be invoiced to the relevant stallholder.

Event Cancellation

48. CGF & SOC reserve the right to cancel any market event up to 12 hours prior to its scheduled time.
49. CGF & SOC will inform vendors via e-mail of event cancellation with as much notice as possible.
50. Event cancellation by CGF & SOC may occur Safety reasons (severe weather warnings).



51. If an event is cancelled by CGF & SOC, vendors are entitled to a full refund of their stall fee.
52. If an event is cancelled by CGF & SOC due to Safety (severe weather warnings), vendors are entitled to a 50% refund of their stall fee.

Event Cancellation Due to Pandemic

53. If for reasons due to Pandemic or other Public Health Emergency CGF & SOC needs to cancel an event, CGF & SOC will inform vendors via e-mail of event cancellation with as much notice as possible.
54. Cancellations made more than three (3) weeks prior to the specified market date for which you have been accepted will be refunded in full or transferred in full to a future market date (to be determined by stallholder in conjunction with Market Management).
55. Cancellations made less than three (3) weeks prior to the specified market date for which you have been accepted will be entitled to a 50% refund of your stall fee

Additional Terms for Food/Beverage Vendors

56. CGF & SOC will only allow stalls to trade if their food/beverages are produced in Council registered food premises and appropriate certification can be produced.
57. Where alcoholic beverages are being served or sold, CGF & SOC will only allow stalls to trade if Stallholders hold an appropriate liquor license and all serving staff have RSA qualifications.
58. CGF & SOC will only allow stalls to trade if they have a permit to sell their food/beverage as a mobile vendor.
59. Any additional fees for food registration required by the Shire of Cuballing is the responsibility of the stall holder.
60. Please ensure all food containers issued from your van are within the guidelines of the current legislation.
61. Obtaining and paying for a food/beverage permit is the responsibility of the food/beverage stallholder and must be completed prior to event application.
62. All certificates of registration/permits must be provided as part of the application process.
63. Food/beverage vendors are required to produce a copy of their mobile food/beverage vendors insurance.
64. Food/beverage vendors must supply their own power to their stall – see also 22.



Limitation of Liability

63. CGF & SOC are not liable for any damage, loss or harm stallholders or anyone working with stallholders may encounter as a result of participation in the markets, including physical, psychological and economic harm. CGF & SOC are not responsible for any claims, actions, demands or suits that stallholders may face as a result of their conduct.
64. Where disputes are occurring between participating stallholders, regarding any matter, including but not limited to the Intellectual Property rights of stallholders, CGF & SOC will not be directly involved under any circumstances. Should any disputes be actively occurring at any stage during events, we kindly request that those be taken offline, outside of market hours, and without the involvement of other stallholders, venue staff, or CGF & SOC management. CGF & SOC are not responsible for the maintenance of copyright or Intellectual Property rights of any of our stallholders at any time.
65. Stallholders found in breach of any of the terms and conditions outlined within this document, risk exclusion from future events, determined at the discretion of CGF & SOC management.

If you have any queries, please contact our Market Coordinator Michelle Atwell – cdo@cuballing.wa.gov.au or call (08) 9883 6031.