

Northern Suburbs Artisan Market (NSAM)

Terms and Conditions

Stallholders, Food Vendors, Non-Profits, and Session providers must abide by the following terms and conditions. Those who fail to abide by any of the terms and conditions contained in this document may, at the discretion of NSAM market management, be banned from the market. The submission of an application is deemed to be acceptance of the following terms and conditions.

*The use of Stallholders in the document is inclusive of all vendors being Food/Drink, Session Providers, and Non-Profits.

*NSAM is an acronym for Northern Suburbs Artisan Market.

Produce and Goods

- Stallholders must either locally make or grow their product or have added substantial value to the product.
- 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.
- 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.
- 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.
- Single use plastic bags are not to be used by stallholders. This is a plastic-free event.

Applications

- Acceptance of stallholders for participation in the Northern Suburbs Artisan Market is at the sole discretion of the market management. NSAM reserves the right to reject applications and not enter into correspondence regarding the decision made.
- All applications shall be informed by email of the outcome of their application.
- Stallholders, Food Vendors, Non-Profits and Session Providers are not permitted to transfer their space or sublet their stall. Stalls and spaces will only be allocated following the acceptance of an application.
- A successful application for one event does not guarantee approval to attend future market events.
- The filling out of a Northern Suburbs Artisan Market Application is an agreement to and commitment to said application's market date. Not to be withdrawn if or when accepted by NSAM due to having double booked with a corresponding market.

Stall Allocation

- Stall allocation is at the sole discretion of the market management although good reason for certain preference will be considered, but the preferences must not be made any later than two weeks prior to the said market date.
- Market management reserves the right to change the allocation and/or location of a stall and not enter into any correspondence regarding the decision made.
- Stallholders will be advised prior to the market of their allocated stall.

Attendance

- Stallholders, Food/Drink Vendors, Non-Profits, and Session Providers must notify the market management of non-attendance as early as possible. Notification of this must be made to the market management in writing by email. It is critical for the market that management is given adequate time to fill empty spaces and must be done prior to info packages/stall placements being emailed out.
- Failure to give adequate notice without reasonable excuse may result in the loss of future stallholder status at the Northern Suburbs Artisan Market.

Fees and Payment

- 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.
- All stallholder fees must be paid via invoice. Market management may allow the payment of stall fees in cash in exceptional circumstances only.
- Stallholders must pay market fees within 7 days of the acceptance of their application.
- Failure to pay within the specified time may result in the offer of a position being withdrawn.
- If the market is cancelled due to unforeseen circumstances, then we will carry stall and vendor placement onto the next market and the fee will be rolled over.

Trading Times, Bump-in and bump out.

- Market trading hours are 9am to 2pm.
- Stallholders must trade for the entire duration of the market.
- Stallholders bump-in and set up during the three hours prior to market opening time.
- Food/Drink Vendors bump in and set up 2 hours prior to market opening time.
- Stallholders and Food/Drink Vendors must have completed setting up prior to market opening time.
- We ask that Stallholders and Food/Drink Vendors be mindful of other retailers within the market area. Should any issues arise please discuss this with the market management staff only.
- Stallholders and Food/Drink Vendors must comply with instructions provided by all market management staff during set-up, trading, and pack-down times.

- Stallholders and Food/Drink vendors may not commence pack-up prior to 2pm, unless provided special permission from the NSAM staff.
- Pack up and bump-out must be completed within two hours of market closing.

Stall Operation and Presentation

- Stallholders must keep their products and displays within their allocated area.
- Stallholders must provide their own marquee or shelter and stall equipment.
- Stallholders must ensure that all shelters, marquees, are correctly weighted down. Stallholders without weights will not be permitted to erect their marquee or shelter.
- Stallholders may not damage any area surrounding their stall during set-up, trading times and pack-down.
- 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.
- Only goods that are for sale may be displayed.
- Stallholders 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 and cash.
- The Northern Suburbs 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 Artisan Market and its management are not responsible for any loss or damage to stock due to the weather.

Advertising and Promotion

- Images of stallholders and stallholder products may be used as promotional material by NSAM 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 NSAM through online and print advertising and promotion.
- Stallholders are expected to promote the market and their attendance at the market via their own social media and advertising channels.

Stallholder Conduct

- Stallholders must not insult, harass, threaten, or intimidate anyone including but not limited to, 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.
- Stallholders and their associates must not engage in negative online social media activity about NSAM. 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.
- Stallholders must be respectful and mindful of other businesses operating within and surrounding the market area.

- Alcohol and drug consumption is strictly prohibited by any stallholders for the duration of the market. Additionally, no smoking is allowed.

Parking

- Stallholders must comply with the market's traffic plan and parking allocation for stallholders.
- Stallholders are required to unload their market supplies at their allocated bump-in location, and immediately move their car to the allocated event parking.
- 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.

Product Regulations and Compliance

- 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. Northern Suburbs Artisan Market takes no responsibility for stallholders who fail to meet the applicable standards.
- Stallholders vending any food or drink products, whether prepared on site or not, must acquire a permit to do so from the City of Stirling. Obtaining the relevant food permit is the responsibility of the stallholder.

Termination

- Market Management reserves the right to terminate the right of any stallholder to trade at the Northern Suburbs Artisan Market.
- Market management reserves the right not to enter into any correspondence regarding the decision made.
- Any decision to terminate a stallholder's place at the Northern Suburbs Artisan Market is at the sole discretion of market management. The decision is not reviewable.

Insurance

- Stallholders must complete an *Incident Report Form* prescribed by the market management for each incident that may involve a claim.
- You must have current public liability insurance cover and have provided a copy to market management prior to the market event date.

Food/Beverage Vendors

- The market will only allow stalls to trade if their food/beverages are produced in Council registered (City of Stirling) food premises and appropriate certification can be produced.
- Food/beverage vendors are required to produce a copy of their mobile food/beverage vendors insurance.
- Food/beverage vendors must supply their own power to their stall.

- If you make pre-made food such as jams, cupcakes, cookies etc. which are packaged then you do not come under our “Food/Drink Vendor” category, but rather a normal stall holder, unless you are providing taste testings of your product.

Buskers

- The maximum power we can provide is up to 10 amp.
- As a non-profit run market, we both cannot nor do not provide a retainer.

Limitation of Liability

- NSAM, its management and the Rotary Club of Scarborough are not liable for or involved in any claims, actions or proceedings of any nature initiated against a stallholder.
- NSAM and its management will not become involved in any dispute that arises between stallholders or between stallholders and their customers.
- NSAM are to be fully indemnified by the stallholder, food/drink vendor or entertainer for any claim whatsoever including but not limited to theft, loss or damages to persons, money, or goods as a result of the stallholder, food/drink vendor or entertainer participating in the markets.

Breach

- 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.