



Oran Park Town Art & Craft Markets

Stallholder Conditions

1. General

- 1.1 Having a stall at the Oran Park Town Art and Craft Markets is conditional upon compliance with all stallholder conditions.
- 1.2 Stallholders must comply with all instructions given by Market staff in carrying out their duty.
- 1.3 Markets are held outdoors in Main Street, Oran Park next to Oran Park Podium and the car park at the rear of the shopping centre. In the event of extreme weather conditions, the Markets will be relocated to the undercover shopping centre car park.
- 1.4 Although predominantly an Art and Craft Market, non-Art and Craft stalls will be permitted based on the demand of the local community. These will be approved at the discretion of the Market organiser.
- 1.5 Food stalls are limited. If you are a food stall please contact the Market organiser prior to completing an application to discuss your suitability.
- 1.6 It is expected that everyone involved in the Market will behave respectfully toward one another.

2. Stall Fees

- 2.1 Fees for a 3m x 3m stall space are \$35
- 2.2 There are a limited number of spaces available for Stallholders that DO NOT have their own insurance cover. Stall fees for these sites are \$45.
(Please see Section 9 for more information)
- 2.3 The Markets support community groups based in Oran Park Town and will provide these groups with a stall free of charge.
- 2.4 Stall fees are to be paid a minimum of one week prior to the Market.

3. Set up, Pack up and Traffic Management

- 3.1 Stallholders will be contacted prior to the Market and they will be provided with set up and pack up times as well as a stall map. Set up times will be staggered to avoid congestion around the entrance to the Market site.
- 3.2 Stall locations are pre-determined, therefore arriving early will make no difference to the stall space assigned.
- 3.3 In the interests of Workers Health & Safety, Stallholders must strictly comply with specific times in relation to the set up and pack up of the Market. Setting up and packing up a Stall outside of the designated times may be hazardous to other persons and, as such, is considered to be a breach of the Stallholder's obligations.
- 3.4 Stallholders must abide by the instructions of Market staff and Oran Park Podium staff in relation to traffic control.

- 3.5 On arrival, Stallholders will be directed to their stall location. Stallholders will be able to drive to their site to unload their vehicles and once Stallholders have unloaded they are then required to move their vehicle off site.
- 3.6 Stallholders must comply with local traffic rules and regulations and must not park illegally, double park in traffic lanes, park in driveways, queue across traffic intersections, undertake illegal U turns or traffic manoeuvres, or otherwise hinder traffic during set up or pack up times.
- 3.7 At the end of trading, Stallholders must ensure that all their goods are packed and ready to transport before bringing vehicles to the stall site for loading.

4. Stalls

- 4.1 All stall bookings must be made via the online stall application form. A completed application form is an expression of interest and does NOT guarantee approval.
- 4.2 The Market organiser reserves the right to accept or refuse a Stallholder's application on whatever grounds deemed acceptable at their discretion.
- 4.2 Sites are 3m x 3m and sites will be allocated prior to the event, however the Market organiser reserves the right to rearrange the location of sites and Stallholders up until the morning of the event.
- 4.3 Sites are allocated at the discretion of the Market organiser in consultation with Management of Oran Park Podium.
- 4.4 Stallholders cannot reassign or sublet their stall to another person. In the event that the Stallholder is no longer able to attend a Market, they are to advise the Market organiser **BY EMAIL** as soon as possible quoting the stall number.
- 4.5 Stallholders must provide all their own equipment including tables, chairs and weather protection.
- 4.6 Stallholders must ensure that they specify on the application form all goods that will be sold from their stall and they must ensure that only those specified items are available on their stall.
- 4.7 The sale of second-hand goods is not permitted.
- 4.8 Stallholders are not permitted to sell offensive, illegal, prohibited, counterfeit or unauthorised goods including the goods bearing trademarks for which the Stallholder does not have a licence to sell.
- 4.9 The organiser reserves the right to ask Stallholders to remove non-compliant items from stalls.
- 4.10 Food stalls are to comply with local government and other statutory laws and regulations.
- 4.11 Power is not available to Stallholders.
- 4.12 The stall site is to be left clean and all rubbish, waste and packaging must be taken away by the Stallholder. Bins provided are not for commercial waste.

5. Trading

- 5.1 Trading hours will be as advised prior to the Market.
- 5.2 All stalls must be set up and ready to trade at the commencement of trading hours. Trading must continue until the end of trading hours, unless the Market organiser brings the Market to an early close.
- 5.3 Trading must cease at the end of trading hours.
- 5.4 Unauthorised vehicle movement within the Market site is prohibited during trading hours.

6. Safety

- 6.1 Stallholders are responsible to ensure that all equipment brought to the Market is erected securely and operated in a safe manner.
- 6.2 Shade structures are to be secured by weights.
- 6.2 All stall equipment including signage must be located within the stall site boundaries to allow the public to move freely around stalls.
- 6.3 Public access paths must be kept clear at all times.
- 6.4 The Market organiser reserves the right to instruct a Stallholder to undertake any reasonable measure which in their opinion will improve the safety of the Stall.
- 6.5 If power is to be used at the Market, Stallholders must ensure that all electrical equipment and leads utilised by the Stallholder are tagged in compliance with relevant workplace laws and regulations and such tags must be available for inspection at all times.

7. Weather

- 7.1 In the event of adverse weather, the Market organiser will make the decision to relocate the Markets to the undercover car park at Oran Park Podium.
- 7.2 If the weather deteriorates during the Market, the Market organiser will determine whether to bring the Markets to a close at an earlier time.
- 7.3 Markets will operate in varying weather conditions and Stallholders must bring with them weights, covers, etc to enable them to operate in variable conditions.

8. Cancellations and Refunds

- 8.1 Notification of non-attendance is required. If no notification is given, a refund will not be provided and future bookings may be affected.
- 8.2 Cancellations can only be made by email to markets@oranparkpodium.com.au. Please quote stall number in all correspondence.
- 8.3 A full refund will only be paid or credited when a cancellation is received by the Monday prior to the Market. No refunds are given for cancellations received after this time.

8.4 No refunds or credits will be given for reduced trading days due to adverse weather conditions.

9. Insurance

9.1 Stallholders will be required to have their own \$10,000,000 Public Liability Insurance Policy in place and a copy must be provided to the Market organiser.

9.2 The Market organiser has a Public Liability Insurance policy in place and can provide a limited number of Stallholders with insurance if they do not currently hold insurance. An additional fee of \$10 will be charged on top of the stall fee.

Please note: - the Market organiser will not cover insurance for any stallholders selling the following products:

- Second hand electrical goods and toys
- Cosmetic and beauty products
- Medicines, potions, oils, fragrances and soaps
- Massage, manipulation of muscle, chiropractic or similar
- Hot food

10. Liability

9.1 Stallholders operate their business and occupy their site at their own risk. The Market organiser accepts no liability for any loss, damages or costs associated with the actions of Stallholders.

9.2 The Stallholder agrees to indemnify the Market organiser on a full indemnity basis for all costs incurred by the Market organiser arising from any claim, action suit or demand by any person against the Market organiser as a result of the actions or omissions of Stallholders, Stallholder's employees or Stallholder's products or services.