

Handmade Markets

TERMS & CONDITIONS

Proserpine Rock Wallaby Festival

The terms and conditions enclosed in this document comprise the entire agreement between you and Creative Connections Whitsunday Inc (CCW), as 'the organisers' of the Handmade Markets. By submitting your application to hire a market stall with us, you acknowledge that you have read and understood them and by doing so, agree to abide by the terms and conditions enclosed in this document. We will advise you of any changes, via the email address you provide to us, to this document. Please notify us within seven days if you have any objections to the changes.

Handmade Goods only

We are open to all handmade products.

If you make it, bake it, grow it, or know someone who does, we'd love to hear from you!

Handmade Markets are a **STRICTLY HANDMADE** Market. The products you sell must be handmade, or modified, by you or a family member/creative partner.

We will not accept items not personally made by yourself or your family member/creative partner.

Generally, we do not accept Franchises – UNLESS the goods are handmade personally by yourself.

Our goal is to provide our local, small/boutique handmade businesses with an outlet where they can offer high quality products to discerning consumers and to support them to flourish in an environment where they **don't have to compete against cheaper, lower quality, mass-produced imported items.**

Please read these terms and conditions carefully BEFORE registering for a market.

If you're unsure of anything, please contact us for clarification at:

info@creativeconnectionswhitsunday.com

Your Responsibilities

The following are your obligations and responsibilities when you have been accepted as a Stallholder at the Handmade Markets:

1. Products for Sale

- You warrant that all items sold by you at the Handmade Markets are *handmade by you or a family member within Australia. You are not permitted to sell any item (handmade or otherwise) made outside of Australia.
- **handmade – Of an original design, concept and product of your making. Your finished product may include components sourced from outside Australia.*
- Food & Drink Stalls must comply with all appropriate Qld laws and display the relevant Food Licenses as required.
- You warrant that you will only sell the products listed on your application form as has been approved by Creative Connections Whitsunday.
- You may re-cycle items to create your products, however the finished product is to be significantly different to the original item e.g. pallet wood may be used to create furniture, clothing may be used to create bags, etc.
- No stall is given exclusivity over a single product. There may be several stalls in any one market category (refer to Market Categories below). Handmade will endeavour to arrange sites so that stallholders selling from the same stall category (e.g. jewellery) are not within proximity to each other.

2. Stall Categories

- Adults Clothing & Accessories
- Art – Any medium, prints of your original artworks, products with your artwork on them.
- Baked Goods – Cakes, slices, biscuits etc
- Beauty & Skincare (Including Soaps)
- Candles & Scented Products
- Cards & Stationery
- Ceramics & Pottery
- Children's Clothing & Accessories
- Children's Toys
- Creative Workshops
- Furniture, new or creatively upcycled
- Garden Ornaments & Accessories, Plants
- Gourmet Goods – Honey, Jam, Chutney, Sauces, Oils, Sweets
- Homewares
- Jewellery (preferably with handmade components)
- Photography (Prints & Portraits)
- Pet Accessories
- Tools (Handmade only)
- Food Trucks/Coffee Van
- Other, just ask if you are unsure.

3. Presentation

During the Handmade Markets you agree to:-

- Present your stall in a professional, stylish and clean manner.
- Tables are to have tablecloths/coverings that reach the ground on any side that is visible to the public.
- Tablecloths can be purchased online from <https://lunaweddingandeventsupplies.com.au/>
- Please ensure that all boxes etc used in the transportation of your products to market are not visible and do not encroach or impose on neighbouring stallholder's space or displays.
- Please confine your display to your allocated site – this includes ensuring all signs and displays are within your allocated site and out of the walkways for patrons.

4. Applications & Fees

- Sites available:
 - Single site - 3m x 3m Standard Space
 - Anything outside this spacing is to be negotiated. Please contact via the email below.

5. Shared Stalls

- Businesses wanting to share stalls can apply together stating both business categories. Payment for this site is to be made by one vendor, no split payments.
- All vendors are to hold their own Market Stall Insurance.

6. Trading Details

- All stalls need to be set up and ready to trade at the commencement of trading hours as specified by Creative Connections Whitsunday inc. Stallholders who have not occupied their stall 30 minutes prior to the commencement of the market will forfeit their stall booking and will not be entitled to any credit or refund.
- All stalls are to cease trading and commence packing at the end of trading hours.

- All Stallholders need to stay for the duration of the market.
- No Vehicles are allowed in the markets area unless you have the express permission - this is in accordance with our Risk Management Policy in our Hire Agreement.

7. Market Behaviour

- During the Handmade Markets, you will conduct yourself in a manner that is lawful and peaceful. No aggressive or discriminatory behaviour towards another Stallholder, Festival or Markets staff members, contractor or patron will be tolerated and may result in you being required to leave the market, with no refund.
- Also....please don't copy the product ideas or work of another Stallholder – it's not cool!

8. Car Parking

- Stallholders agree to use the appropriate car parking space – this information will be in your Bump-In information sent out before each Market. Refrain from using spaces that have been allocated for patrons. Vehicles are to be moved at least 30 minutes prior to the market opening.

9. Security

- Stallholders are responsible for their own stall security including stock, money and all valuables. Where set up of stalls has occurred the night before Market Day and stock or equipment is being left in the pavilion overnight, is as the vendor's risk. All valuable items should be removed. No responsibility will be taken by CCW for any theft, loss or damage incurred by the vendor who leaves their stall set up.

10. Safety

- As a Stallholder, you agree to set up your stall spaces in a safe and secure manner to ensure the safety of all shoppers and vendors alike. The organisers shall not be held responsible for any injury or accidents that is caused by a stallholder/s negligence to conduct themselves or the set-up of their stall in a safe manner.
- It is a requirement that all power cords and leads are tested and tagged every six months.
- In the event of an accident, injury or emergency, stallholders and patrons involved in the incident are required to fill in an incident form – please advise GBRF organisers of all incidents.

11. Insurance

- CCW holds a Public Liability insurance of \$20,000,000.
- All business stalls must hold Public Liability insurance of \$20,000.000 specifying Market Stall.
- Workshop Hosts, vendors selling food, skincare, candles etc must have their own Public Liability Insurance and appropriate licences.
- A copy of your Public Liability and appropriate licences must be supplied when you submit your application.

12. Advertising

- You may hand out advertising or promotional material at your designated stall, such material needs to relate to the products on sale at your stall and be disposed of in accordance with our waste management clause.
- The organisers ask that all Stallholders promote the markets at least once on their social media accounts.

13. Waste Management

- At the end of trading hours, Stallholders are required to clean their space and remove any rubbish from their site.
- Rubbish bins are provided for both the general public and stallholders.
- Any site that is not left clean may incur a cleaning fee.
- We encourage using eco-friendly bags such as recycled paper or enviro bags.

Our Responsibilities

The following are our obligations and responsibilities as Organisers of the Handmade Markets to you, the Stallholders:-

We warrant to provide a clean, site for you to showcase your handmade products. The organisers will endeavour to ensure that your Market Experience with us is of a nurturing, educational, non-discriminatory and positive nature and we have an all-inclusive policy that welcomes Stallholders and Patrons from all walks of life.

1. Allocation of Market Stalls & Stall Set up

- The organisers will allocate stall sites at our sole discretion. Allocations and Bump-In emails will be sent out by the Thursday before Market Day. On occasion, we may have the need to move some sites around due to last minute cancellations and you will be contacted if affected. Special consideration may be given to Stallholders who need to be close to amenities due to medical conditions. Please notify The organisers if this is a requirement.
- Stallholders are required to bring their own marquee for the stall.
- The organisers will communicate available bump in times when allocations are emailed to Stallholders.

2. Advertising

- The organisers will utilise the following to promote the Market in the lead up to Market Day: -
 - Social Media sites including Facebook, Instagram and Creative Connections Whitsunday Website. We will promote our Stallholders, market dates and venues across these sites.
- Notification of upcoming Markets to various workplaces, schools, day care centres, radio and TV stations, Council promotional materials, flyers on vehicles – wherever possible. We also encourage stallholders to place flyers or promo posters for upcoming Markets in the lunchroom or notice boards of their own workplaces. All forms of advertising help promote everyone's business to prospective customers!
- We may utilise the services of a Photographer to take photos on the day of the Market. If you do not want our Photographer to take photos of your stall/products, please advise us in writing prior to Market Day.
- For us to be able to advertise your business on our FB page, please tag us in your posts.
- The organisers encourage ALL Stallholders to commit to a Facebook presence for their businesses.

3. Community Groups/Charity Organisations

- Creative Connections Whitsunday love to support our local community! If you have a specific cause you wish to promote, please contact us to discuss further.

4. Workshops/Demonstrations

- Creative Connections Whitsunday welcomes and encourages creative demonstrations. Patrons love to see how you produce your work. It creates another point of interest and helps with stall/patron engagement.
- Creative Connections Whitsunday welcome creative workshops to our Markets, however we are not responsible for attendance or ticket sales. This is the responsibility of the Workshop Host as is all management of the Creative Workshop.
- The area provided is to be left in a clean state upon completion of the workshop/demonstration. Any damage incurred or cleaning required will be charged at the expense of the Workshop Host. Workshop Hosts must have their own Public Liability Insurance and Blue Card if working with children.

5. Market Day Results

- Individual results vary at any given Market and there are many factors that may affect sales on the day – as is the nature of markets.
- Creative Connections Whitsunday strives to provide quality event advertising and promotion to ensure the best possible outcome for our Stallholders, however we cannot guarantee your earnings of Market Day.
- We welcome constructive feedback, but we will not tolerate rude behaviour towards any of our volunteer staff, verbally or via written correspondence.

6. Refund Policy

Please ensure that you read and understand our Refunds Policy.

- If a vendor cancels more than 30 days prior to the event, they will receive a full refund of funds paid.
- If a vendor cancels within 30 days of the event, NO refund will be given.
- Any exceptions to the above will be at the discretion of the organisers of the Handmade Markets, after discussion with the vendor. If the occasion arises, we encourage you to contact us to discuss this.
- A stallholder that can no longer attend a market may not replace their own booking with another stallholder and request a refund. This is at the discretion of organisers to replace stalls.
- We are an outdoor Market - If a stallholder decides to leave the event due to a deterioration of weather conditions, they will not be entitled to a refund of their site fees.
- If you are unable to attend on the day of the Market due to a weather event, road closure or other unplanned emergency in your area that affects your travel on Market Day, you will not be entitled to a refund.

*Force Majeure Policy:

There will be no refunds or credits issued should the Handmade Markets be cancelled due to reasons of emergency, danger, weather conditions, safety, health concerns, acts of God or other reasons that are not in reasonable control of the organisers (as deemed and only when announced by the organisers) There are pavilion costs, general costs, advertising costs and many hours that go into an event that we cannot offer refunds for reasons outside of the organisers control.

*Common force majeure events include 'acts of God', 'natural disasters', 'government action or interference', 'labour shortages', 'national emergencies' and 'acts of war'.

- Where an emergency eventuates and directly affects the location of the Market, a decision will be made by organisers regarding whether the event is cancelled. We will never endanger your lives or ours by continuing an event when it is not deemed safe to do so.