



WILLUNGA WALDORF SCHOOL

## Christmas Market Stallholder Terms & Conditions

Thank you for considering being a stallholder at our community Christmas Market. Please take the time to read the following information before completing the application form. By accepting these Terms and Conditions you agree to abide by them.

### Applications

Acceptance and non-acceptance of applications will be at the sole discretion of "Willunga Waldorf School Parents and Friends" (Management) and will be based on the information given by the applicant on their application, meeting the approved product criteria, quality, product distribution, diversity (market mix) and availability.

Management reserves the right to reject applications and not enter into any correspondence or otherwise explain the reasons for its decisions.

Stalls are solely for the use of the applicant unless approval is given for shared stall use.

### Products

Management take preference for local, handmade items and products made of natural materials.

Pyramid marketing and sales, party planning, commercial and licensed products and advertising will not be accepted.

We request all stalls are plastic wrap and bag free wherever possible.

Food stalls are asked to use only compostable/recyclable food containers and cutlery.

No lucky dips, sweet confectionary/lollies or soft drinks please.

Products that are clearly imported or are deemed inappropriate (eg: discriminatory or offensive) by Management will not be considered.

It is the responsibility of the stallholder to ensure products they wish to sell conform to any safety and compliance standards.

A stallholder may only offer for sale approved products which have been accepted by Management on the application form submitted by the stallholder.

Raffle tickets may not be sold.

Products and produce with faults must be clearly labelled and sold as seconds.

### Parking and Access

A loading zone is situated at the front drop off area of the school, but is NOT for parking.

Parking is available for stallholders and fair attendees on the Jay Drive Reserve.

### Fees & Insurance

Stallholders are asked to attach a copy of their public liability insurance.

Where stallholders do not have insurance, you agree to participate at your own risk. The School holds public liability insurance, but this does not include product liability.

• 3m x 3m single site	\$30
• Food/Drink stall/van	\$50
• Power	\$10
• Trestle table hire	\$10

Stall fees include:

- A 3m x 3m space (under cover or outdoors – Gazebo not included)
- Marketing and administration
- Event organisation and infrastructure
- Entertainment
- Clean up and appropriate composting

Fees must be paid by due dates. Failure to pay the stall fee 7 days prior to event date will result in the stall booking being cancelled.

### Cancellations and Refunds

No refunds are given for cancellations that occur less than 7 days before fair day, or for cancellations received on Market day.

If cancellation is required due to illness related to COVID-19 testing or isolation requirements, a refund may be negotiated with Management.

In the case of cancellation of the event due to COVID-19 government restrictions a full refund will be given. Management will endeavour to give 7 days notice of such cancellation.

Non- payment of fees by the due date will result in cancellation of the stall.

Management is not responsible for adverse weather conditions so there are no refunds for this reason.

Non – compliance with these agreed terms and conditions may result in the cancellation of a stall.

### Adverse Weather

The Christmas Market will operate in varying weather conditions and stallholders must be prepared for adverse weather.

Management will negotiate with stallholders regarding packing up their stall due to adverse weather conditions and early departure.

Management will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.

## **Stall Set-up and Equipment**

Set up is from 2pm. Pack up is after 7pm.

All stall equipment including racks, tables, signage etc must be contained to the stall site boundaries. Public access ways must be clear at all times.

Tents, covers and all stall equipment must be erected securely and weighted or secured at all times.

All equipment must be in good repair and be operated in a safe manner.

## **Waste and Rubbish Removal**

Stallholders are responsible for leaving their site and surrounding area clean, tidy and undamaged.

The school is aiming for a zero-waste policy, please consider this with your products and waste disposal.

Provided at the event will be: Green Compost bins, Yellow 10c bottle recycling, Red general waste.

Stallholders are asked to take their own packaging eg cardboard boxes, home for recycling.

## **Food and Drink Stalls**

Stallholders must supply with their application copies of registration with their local council and also the council in which they are trading.

Food stallholders must comply with any local, state & federal health regulations and food acts.

Food and drink stall products not permitted include; commercial soft drinks, juice fruit boxes, lollies and confectionary.

Food must be presented in fully compostable tableware, cutlery and cups. Non-compliance may result in this product being removed as a sale item.

## **Occupational Health and Safety**

Please arrange alternative staffing of stall if you are unwell, or see 'cancellations' for options in relation to COVID-19 government requirements which ask that you stay home if unwell.

Stallholders are asked to support Management and customers with line-ups, product displays and non-cash payment where possible.

Please ensure you are familiar and abide by the latest COVID-19 guidelines found at [COVID-19.sa.gov.au](https://www.health.gov.au/COVID-19)

Management will provide:

- COVID Marshals for the event
- Hand sanitizer and signage at entry points
- Extra cleaning eg toilets, cash out facilities

Stallholders must drive within the market area at a safe speed that is no greater than 5km.

Vehicles are not permitted to move within the market area in the 30 minutes prior and 15 minutes after the Fairs advertised trading times.

DOGS are not permitted to enter the school grounds.

Smoking is not permitted anywhere on the grounds of the school.

## **Power/Gas Equipment**

Powered sites are limited, and power outlets may only be used with the permission of Management.

Stallholders must ensure that all electrical equipment and leads be tagged in compliance with relevant workplace regulations.

Stallholders must ensure that all gas appliances are approved and in date.

Stallholders using gas/electrical appliances must have a suitable fire extinguisher or fire blanket on site.

It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their equipment.

## **Stallholders Code of Conduct and Responsibilities**

Stallholders must respond co-operatively to any direction given by Management in relation to the operation and occupation of their stall, equipment, goods and vehicle during operating times and any direction of a security or safety nature.

Loud product promotion by stallholders (spruiking) is not permitted.

Stallholders must not act in a verbally or physically abusive, dangerous, or disruptive manner and if so, it will not be tolerated and will result in immediate termination of this agreement.

Stallholders must ensure that their activities do not endanger the safety or security of any people at the Fair.

Stallholders must not cause damage, make alterations or additions of any nature to, or carry out works of any nature to market site property and that, if any damage is caused, the costs of any repairs, making good or replacement are borne by the stallholder.

Stallholders must report to the Management any incident or accident to any person or property that involves loss or could be expected to give rise to a claim.

## **Management's Representations**

The Management reserves the right to undertake any of the following actions:

Re-locate a stallholder to another stall within the fair.

Require the stallholder to remove from sale any goods or services offered by the stallholder which are not approved products; or

Request that the stallholder undertake any reasonable measure to improve the safety of the stall or to raise the presentation level of the stall and its products.