



TERMS AND CONDITIONS:

These terms and conditions comprise the entire agreement between you and the organiser, Gawler Makers' Market Inc. for the hire of a market stall at the agreed location as determined by Gawler Makers' Market Inc.

The market will be held on the second Sunday of the month (except January), with the option of having an extra market in December leading up to Christmas.

The market will be held in the Gawler Civic Centre

Gawler Makers' Market Inc. may unilaterally change these terms and conditions at any time and will email you to notify you of the changes. The sending of the email advice is sufficient notice of any new or amended terms and conditions and notification of the changes to the registered email address will amend the contract accordingly.

Please read these terms and conditions carefully. If there is anything that you do not understand please ask before registering for a market. Your registration is completion of the form and is your acknowledgement that you have read and understood these terms and conditions in its entirety and that you are bound by it.

YOUR RESPONSIBILITIES

At the market you agree to:

- Attend at the allocated time and erect your stall at the allocated location.
- Have one staff member at your stall the entire time the market is open.
- Have a maximum of 2 staff at your stall at all times.
- Be at your stall and ready to trade at least 30 minutes prior to the market opening. The usual (Artisan) market will run from 10am to 3pm.
- Pack up and remove your stall at the required time. You are not permitted to remove or start packing down your stall prior to the allocated time.
- Be responsible for removing all items from your stall at the end of the market and leaving your site clean and tidy exactly as you found it.
- You are responsible for removing all rubbish, boxes, cartons, storage and packaging from your allocated market space. You are not permitted to use market bins for anything other than your personal use rubbish. In the event that you use market bins for a non-permitted use you will be invoiced the cost incurred for additional rubbish removal fees.
- Be responsible for leaving your stall space in the exact same way as you found it. Any and all charges that are passed on from the Gawler Makers' Market relating to any damage of the

venue due to stall holder's negligence will be forwarded to the stall holder at fault and payable immediately. Please be aware that the walls and floors of the Institute Hall must not be tampered with in any way.

- Sell only your businesses' products. Gawler Makers' Market does not allow the selling of other businesses products, unless given permission from the committee, and does not allow cross promotion of other businesses, shops and events. If you are found selling or promoting items that do not comply, you will be required to remove the non-complying items immediately.
- Comply with all appropriate laws and government restrictions of South Australia including but not limited to (where relevant): Supply/service of alcohol requirements, food safety requirements, and practice appropriate Occupational Health & Safety requirements and obligations.
- Have a suitable fire extinguisher or fire blanket on site, if using gas or electrical appliances, and comply with any fire safety requirement imposed by law or regulation.
- Ensure electrical leads are tagged by a qualified tester. This is your responsibility to comply with and to maintain during the market. You indemnify the organiser in respect of any loss or damage caused by your failure to comply with this requirement.
- An extra charge may be levied for access to and supply of power.
- Present your stall in a professional, stylish and clean manner. Plastic tables to be covered with table cloths. This creates a neat and tidy look for stalls, plus provides a 'secure' space under the table to store stock. If a stall is selling plants etc there is no need to have a table cloth.
- Ensure that no boxes, packaging etc. are visible within your allocated stall.
- Suitably anchor pull-up or teardrop style banners as per manufacturer's recommendations, if used.
- Ensure that you keep your stall confined to your allocated space and do not encroach or impose on neighbouring stallholders allocated space and all pathways for patrons.
- Conduct yourself in a professional manner. The following will not be tolerated: Any loud product promotion, any aggressive conduct towards another stall holder, the organiser and staff, contractor or patron. Any bad behaviour may result in you being required to leave the market with no refund.
- You must have a **Public and Product Liability insurance certificate of currency for \$20 million**

Fees Payable

- Full payment is required no later than five working days before the market date
- You will not be able to participate in the market unless full payment has been made.
- In the event that you are unable to attend the allocated market you are required to provide the organiser with written notification of non-attendance as soon as you become aware of your unavailability.
- You accept there will be no refund and that we may reallocate your market stall space to another business.

THE ORGANISERS' RESPONSIBILITIES

The acceptance of any application to register with Gawler Makers' Market is at the sole discretion of the organiser.

The organisers will provide and maintain a well presented and safe environment for the operation of the market.

The organisers will promote the market through a variety of media channels.

Gawler Makers' Market makes no representation or promises as to the following:

- The number of attendees expected at any market.
- Any anticipated revenue or sales by you at any market.
- Stall locations are at the discretion of the organiser and subject to change at any time.
- The organiser will not be responsible for any loss (including loss of profits), damage, costs or expenses which you incur, or death or personal injury to you or any other person, as a result of your market space, and you indemnify us for such claims or losses.
- The organiser will take all reasonable steps to ensure that the market proceeds as scheduled. In the event that a market is cancelled, postponed or rescheduled by the organiser or due to any and all unforeseen circumstances beyond the organiser's control, including but not limited to, adverse weather conditions, natural disasters, pandemics, government restrictions. In the event the organisers cancel the event a credit will be provided to be used within the next three markets.
- The organiser is not responsible for any direct or indirect loss that you may suffer as a result of any cancellation, postponement or rescheduling.
- In the event that the location is changed, the organisers will inform all stall holders as soon as practically possible of the change, so they can make required alterations to their stall set up.

Adopted: 19th August 2022

Updated: 21st August 2026