



SUMMERxSALT MARKETS TERMS & CONDITIONS

APPLYING FOR A STALL :

All applications are to be submitted through the online application form located under <https://www.summerxsalt.com/apply/> Applications will then be reviewed by the Manager. If an application is approved, an “acceptance” email will be sent to the applicant. This email contains important information including dates of the markets you have been accepted, insurance requirements and payment details.

Successful applicants can only attend the market if they have paid their full fees 2 weeks prior to market date, have the correct insurance and have City of Stirling council approval if selling food & beverage items.

SUMMER x SALT, in partnership and auspiced by Salty Folk Inc, hereby referred to as the *event organisers*, reserve the right to refuse any stallholder who does not comply with the Terms and Conditions. Registration of applicants will be at the discretion of the event organisers.

PAYMENT & CANCELLATIONS :

- Stallholder fees are set as per the table below (GST excluded) per market.

	Retail Vendors	Food + Drink	Not-for-profit
Stall Fees	\$110	\$140	\$55

Note - A one off \$33 new applicant fee applies for all new applicants. This will be added to the first invoice and covers the additional cost of onboarding a new retailer and establishing a new file. It is only charged once when we onboard you.

- You are required to confirm dates within 7 days of notification of acceptance.
- Payment is due within 14 days of the invoice date. **Your space will be reallocated if not secured with a payment on the due date.**

- There will be a surcharge of \$30 for any invoices paid outside this timeframe.
- If your automated bank transfer does not go through, Stripe and bank fees will be charged to your account.
- Upon your confirmation of dates, stall holders are liable to the full market fees for those confirmed dates. Should you have any issues with payment, please communicate this with us immediately by email stalls@summerxsalt.com.
- **Stall Fees are not refundable.**
- Please note that fees are regardless of inclement weather. If SummerXSalt Markets are not approved by Council, all stallholder fees will be refunded.

SETTING UP / BUMP IN :

- The map, bump in times and all relevant information for the market will be sent out before each market event. Parking will be allocated as per a specific parking plan (confirmed prior to each event).
- All parking will be offsite and stall holders are to avoid parking in public bays. Parking is available at South Trigg car park or in suburban streets. Canteen carpark has been reserved for their customers. There is no parking on-site unless authorised i.e food trucks.
- Stallholders will be allocated a 10-15 minute bump-in time for vehicular access to their stall site for unloading at Clarko Reserve. These bump-in times are staggered; please check your allocated bump-in time before each market. **You will have 5 minutes max to drop off your stall items during your allocated bump-in time, then remove your car immediately.**
- The *last* vehicles must be removed from market no later than 8.00am (one hour before public arrives), unless authorised (i.e. food truck, coffee cart).
- All vehicles that access site must do so carefully, with hazards lights on, windows down & driving no more than 5km per hour. Stallholders will be guided by Summer x Salt staff to their allocated spot.
- The market is open from 9.00am – 1:00pm. Stalls must be open and attended between these times. This will assist in developing a reputation for quality customer service, which ultimately aids in developing future patronage and increased sales for stallholders.
- There is **one car per stall** on the reserve at all times during pack up and pack down.

PACK DOWN :

- Stall holders are not permitted to pack up their stalls before 1pm even if they are sold out.
- Stall holders are not permitted to go and get their car until ALL equipment is packed up and stored neatly on the stall spot, ready to load into the vehicles. The gate will open at 1.15pm.
- Stallholders must abide by the instructions of the Manager & Summer x Salt staff in relation to traffic control and pedestrian safety. In the interests of Occupational 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, a failure to observe and comply with the time restrictions for set up and pack up is considered to be a major breach of the Stallholder's obligations and the Manager reserves the right to refuse the offending Stallholder permission to occupy a Stall at the Market on the day of the infringement and on any future date.

PRESENTATION & STALL OPERATION :

- As a stallholder, you will get an allocated 3x3m space (bigger spaces available upon request and additional fee).
- Marquees, chairs, tables and display materials are to be provided by the stallholder (unless otherwise arranged).
- Stallholders must confine their displays and signs to the stall site or confirmed area and keep pathways clear for patrons. All items must be stable and firmly secured to avoid the possible risk of injury.
- All stallholders must have a marquee or market umbrella to delineate their space. All tents & umbrellas must be secured with 20kg weights to each leg, pegs and tied off to a neighboring tent, the event organisers reserve the right to ask stallholders to leave if they are not prepared with the above-mentioned equipment. If you do not have appropriate weights the event organisers may refuse your right to trade based on safety reasons.
- Stalls cannot be transferred, sublet, franchised or sold to any other person, nor can they be shared without written approval from Management.
- All tables should be dressed neatly. No boxes/ bags/ packing items to be visible to patrons. All stalls must have high quality signage, which clearly reflects the name of the business. All signage should be retail quality, professionally printed or handmade to look aesthetically pleasing. Stall presentation must be of high quality retail appearance, neat & tidy at all times.

- Those selling goods without such authority from the event organisers will be asked to vacate the site.
- The market is a SMOKE FREE/ALCOHOL FREE ZONE.

APPROVED PRODUCTS :

- Raffle tickets may not be sold, unless arranged prior with the event organisers. Pamphlets may only be displayed on stalls.
- The range of products sold by stallholders must closely resemble the representative product range described on the Stallholder Application Form, and must be relevant to the 'surf, ocean and salty lifestyle' theme. Typically, products must be handmade, locally made and/or sustainable (where possible) or be of very high quality import and sold by the registered stallholders, all stock must also be salty or ocean-themed, so please contact the event organisers if an exception for this condition is required and it will be reviewed accordingly.
- The WA Government, administers a range of national mandatory safety and information standards and bans for particular products supplied in the consumer marketplace. Standards apply to children's toys, nightwear, cosmetics and care labelling on clothing and textiles. Full details of these regulated consumer products can be viewed and downloaded from the Australian Competition and Consumer Commission (ACCC) website at www.productsafety.gov.au.
- Stallholders who value-add to a product must provide significant creative input to the product and not just apply token additions.
- Copying the ideas and work of other stallholders may be in breach of creative copyright. Any formal communication must be in writing.
- It is the responsibility of the stallholder to trade in accordance with state and local government regulations. The same high, professional standards applied to the programming of the SUMMER x SALT Markets will be applied to the stallholders to maintain the reputation of the Markets and the event organisers.
- To vary the Approved Product/s, a Stallholder must submit a new Application that describes the proposed new product/s to the Manager. The Manager will subsequently review the form and advise the Stallholder in writing as to whether their application has been successful or not.
- The Manager may cancel a Stallholder's approval to occupy a Stall at the Market if the merchandise offered for sale is substantially different from the Approved Product.

SUSTAINABILITY + WASTE :

- **Our goal is to be a 100% single use plastic free and waste free event.** It is encouraged that all stallholders take reasonable steps to minimise waste, especially the use of single-use plastics (including **zero use of plastic bags**).
- All food vendors must avoid single use plastic utensils and service plates by using compostable/biodegradable (bamboo, wooden, paper etc) products instead. For those who have their own reusable options, we are able to wash these at the Reusable Library.
- Food/coffee stalls are encouraged to send customers over to the Mug Library to borrow a mug/eating utensils. We welcome the opportunity for conversation with the community on how to further our commitment to a sustainable future.
- All stallholders must remove their waste from site and leave a clean tidy space as they found it. The bin station at the markets are only for general public use and not for stallholders. Any stallholder found to be utilising these bins for disposal of their own waste will incur a fee of \$200. They will also be given a warning by Management and if this activity continues, they may be refused a stall at future markets.

POWER & EQUIPMENT REQUIREMENTS :

- **Food stalls will be provided with access to a maximum of 2 x 15 amps.** Additional power connections and usage will require an additional fee. Please advise your amps upon stall acceptance.
- **Food and drink stalls who use power must bring their own back up generator in the case of an electrical fault.** There will be no refunds given for unforeseen electrical faults or outages.
- Stall Holders must have all their electrical equipment tested & tagged by an approved person as per AS/NZS 3760. Please refer to the Worksafe WA website for more information. All extension leads must be of high quality ie Tradesman / workshop leads. Not general leads that are used around your home. All leads must be suitable to use outdoors.
- Stallholders using gas or electrical appliances must have a suitable fire extinguisher or fire blanket on site.

SAFETY & RISK :

All stallholders have a duty of care to minimize risk. It is the responsibility of the stallholder to report all accidents and incidents involving third parties to the event organisers (e.g. near misses, any incident involving bodily injury, property damage, fainting or fits).

STALLHOLDER INDEMNITY :

Without limitation the Stallholder hereby indemnifies and holds the Manager harmless from and against all claims for loss or damage arising in connection with or in relation to:

- the Stallholder's attendance of the Market and use of a Stall;
- the sale or attempted sale of the Approved Products or any other products or services;
- any injury or harm suffered by the Stallholder;
- any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the Stallholder;
- any loss of or damage to the Stallholder's property regardless of the cause of that loss or damage;
- the death of any person of a consequence, in whole or in part, of any act or omission by the Stallholder;
- any breach of these Regulations by the Stallholder; or
- any legal costs on a full indemnity basis incurred by the Manager as a result of the Stallholder's breach of these Regulations.

Without limitation, the Stallholder acknowledges and agrees the Manager is not liable for any claim for loss or damage suffered or incurred by the Stallholder in relation to or in connection with:

- theft or damage of Approved Products, equipment or goods of or under the control of the Stallholder or any other property of the Stallholder at any time including times when the Market is not trading and such products, equipment, good and property are stored overnight in a Marquee, tent or umbrella supplied by the Manager;
- any failure by the Stallholder to sell the Approved Products;
- any journey of the Stallholder from or to the Market.

MANAGER'S RIGHTS :

The Manager's approval to the Stallholder to Trade at the Market does not convey to the Stallholder any ongoing rights in relation to the Market and such approval may be terminated by the Manager at any time in writing and without any period of notice.

The Manager has the right to withhold or cancel an approval to a Stallholder to Trade at the Market, to remove or to have removed from the Market, a Stallholder who is in breach or does not comply with these Regulations, including but not limited to where a Stallholder:

- fails to pay their Stall Fee in a timely manner;
- fails to abide by the Market's set up or pack up conditions;
- fails to abide by the Market's Trading Hours
- fails to limit the products offered for sale to Approved Products; commits a criminal act at the Market;
- or behaves in a manner that breaches the Market's Code of Conduct or otherwise behaves in a manner that the Manager considers is inappropriate or may bring the Market into disrepute;
- or purports to assign or sublicense a Stall or fails to comply with its obligation relating to vehicle and traffic control
- The Manager has the right to undertake any of the following actions without notice:
 - re-locate a Stallholder to another Stall within the Market;
 - require the Stallholder to remove from sale any good or service offered by the Stallholder which are not Approved Products;
 - or request that the Stallholder undertake any reasonable measure which in the opinion of the Manager will improve the safety of the Stall

EXTREME WEATHER POLICY :

- Stallholders are encouraged to be prepared for inclement weather by covering/securing stock and display materials. The Market may operate in varying weather conditions and a Stallholder bears the risk of inclement weather conditions.
- The market will be closed if a severe weather warning and or gale force winds warning has been issued by the Bureau of Meteorology. If the closure of the market is deemed necessary, stallholders will be contacted by 6pm on the evening prior to the market date. The event organisers reserve the right to put patron and vendor safety first.
- The Stallholder is responsible for the supply of covers and other equipment for the purpose of protection in inclement weather conditions.
- If the Market proceeds in inclement weather conditions, it is solely at a Stallholder's discretion as to whether the Stallholder will set up, commence, continue trading, cease trading, or pack up on the day.
- The Manager is not liable for any loss, damage or injury whatsoever resulting from inclement weather conditions or any decision in relation to the continuation or

cessation of trade during inclement weather conditions

- If the market is cancelled due to adverse weather, stallholders will be guaranteed a place at the next available market, taking into consideration current confirmed stalls and be offered a 50% discount on the stall fee for that market.
- The SUMMERxSALT Markets reserves the right to cancel any event at its absolute discretion if it is deemed that the environmental conditions, such as extreme humidity, present a serious health risk to vendors and guests, even if temperatures falls within the acceptable levels detailed within this policy document.

FOOD VENDOR COMPLIANCE :

The event organisers expect all food vendors to maintain full compliance throughout the series of SUMMER x SALT Markets. All food vendors must adhere to the City of Stirling Health Department Rules & Regulations and must display at all times the understanding of safe food handling & practices.

- **Food vendors must first have approval to Trade within the City of Stirling before being allowed to trade at SUMMER x SALT; the onus is on the vendor to seek and apply for this approval prior to applying.** See application form here - <https://www.stirling.wa.gov.au/your-city/documents-and-publications/leisure-and-culture/arts-and-events/event-application-food-permit>
- All staff employed must also display the above understanding.
- All food stalls must present their stalls in a neat and clean way. Signage and menu boards must be of high standard, clearly displaying business name, product offering and price points.
- All food stalls must avoid single use plastic utensils and service plates by using compostable or recyclable (bamboo, wooden, paper or biodegradable plastic) utensils and service plates. We aim for a plastic free/waste free event.
- Food/coffee stalls are encouraged to send customers over to the Mug Library to borrow a mug/eating utensils.
- All stallholders must provide an appropriate and accessible rubbish and/or recycling bin. All food stalls are responsible for leaving their site area clean and tidy including disposal of all their own rubbish. The event organisers reserve the right to suspend trading if the above is not met.

INSURANCE REQUIREMENTS:

- **Stallholders are required to supply a copy of their public liability insurance certificate for our records as well as submit all the relevant documents to the City of Stirling (i.e. Permit to Sell Food).**
- Food vendors require public and product liability. If the insurance is not current, stallholders will not be allowed to trade.

MARKETING :

The event organisers will heavily market the SUMMER x SALT Markets to the general public using multiple marketing avenues. SUMMER x SALT have their own dedicated webpage.

The event organisers will provide marketing collateral that is to be used when promoting the SUMMER x SALT Markets, this collateral will be sent via email prior to each market with the market map. As a stallholder, permission is granted to us to add you to our mailing list for communication purposes.

- It is mandatory for all stallholders to actively market the SUMMER x SALT Markets and your product offering via your databases and social media channels.
- When promoting the SUMMER x SALT Markets via instagram it is essential that the following information is used: #summerxsalt @summerxsalt
- The SUMMER x SALT Markets will not permit the SUMMER x SALT brand to be co marketed next to any other 'Market' event unless confirmed by the SUMMER x SALT Market Managers. This includes listing vendor upcoming market dates with the SUMMER x SALT logo next to another Market event.
- Authority is given to SUMMERxSALT Market to use this application information and photographs of business/ products/staff to advertise the SUMMERxSALT Market and your business on all media channels, including, but not limited to, social media and website
- The Stallholder warrants that it has the right to grant the licence as the owner of the copyright of the images or has permission of the images to grant this licence. It is the retailers responsibility to ensure that any images provided are approved by the original photographer for our use. If permission is not sought any fees or royalties for the use of the image will be paid by the retailer.

TERMINATION:

- The Manager reserves the right to suspend from trading or terminate stallholders without notice in the event of gross misconduct, inappropriate behavior or continued contravention of SUMMER x SALT Market rules.
- If the Manager feels that the stall or trader is no longer suitable for the Market, or their display / stall is deemed by the Manager to be unfit for, or cause detriment to the market appearance on a whole, then the stallholder will be issued a written

notification from the Manager advising that they will not be offered a stall position in the future. Notification must include the reasons for the decision for them not to be offered a position in the future.