



Terms & Conditions as of 11 February 2022

The terms and conditions are part of an agreement between CelticFest (Market Management) and approved stallholders at CelticFest Gathering 2022. The aim of the market is to provide a profitable outlet for stallholders by serving the Warwick and the Surrounding Region.

LOCATION

Warwick Showgrounds: 18 Kingsford St, Warwick QLD 4370

TIMES

Bump in: 6am - 8am Saturday 26th March

Trading:

General stall holders: 830am - 4pm

Food/Drink Vendors: between 8:30am - 10pm

Bump-out: 2 hours

FEES

Fees are paid in advance via EFT. and payment must be completed 7 days prior to the event.

Events outside our control may result in a change in fees.

Fees are based on a 3x3 and 6x3 selling area.

UP TO 6x3 SELLING AREA

NFP - Nil

3X3 GAZEBO SELLING AREA

\$30 (General Stall)

\$50 (Food/Drinks Stall)

6X3 GAZEBO SELLING AREA

\$50 (General Stall)

\$80 (Food/Drinks Stall)

POWER 10 OR 15 AMP (a very limited amount of 3-phase outlets are available on request)

\$10.00 per site inclusive of gst

ATTENDANCE

Following application approval, new stallholders agree to attend the market for the time slots allotted above and will not be permitted to drive their vehicle in market area to bump-out until notified by CelticFest Market Staff.

CANCELLATIONS, NO SHOWS, REFUNDS

2 weeks written notice of cancellation is required. Email is sufficient to markets@celticfestqld.com.au

Fees are forfeit should a stallholder fail to provide cancellation notice as noted above.

No show --> no refund.

If the market is cancelled by Market Management, fees will be refunded or the opportunity to transfer will be offered if the event is rescheduled.

APPROVED PRODUCTS & SERVICES

The market's objective is to provide a legal and profitable venue for stallholders with product variety, exposure and healthy competition.

A Stallholder may only sell products that have been approved by Market Management and as listed on the

Stallholders application form. To add new products, permission must be sought from Market Management, who may add or subtract approval from time to time.

No stallholder is guaranteed exclusivity for their product. In all things, being fair and reasonable is the intention.

The stallholder MUST sell product/s with a celtic influence as part of their set-up and/or adhere to the specifications listed on market application. eg. Have an element of a Celtic nature about your stall.

WEATHER

Markets operate in open air conditions and stallholders must be prepared to operate in adverse weather conditions. Market Management will not be held responsible for any loss, damage, injury resulting from adverse weather conditions.

MARKET SITES

Market location is under the directive of Market Management and they will relocate the market from time to time.

Stall sites are the property of the market however it is the vendors responsibility to maintain and decorate their stall site including all signage.

Stallholders placement within the market is not fixed and can be altered to suite the landscape variables and power access at market organisers request.

COVID 19 spacing must be respected.

Change in business ownership must be communicated to Market Management.

INSURANCE STATUTORY REQUIREMENTS

All stallholders require public and products liability cover of \$10m minimum.

STATUTORY REQUIREMENTS

Compliance is not market management's responsibility.

LICENCES

The appropriate licences and approved stall setup are required for selling or sampling food. The legislation requires temporary food businesses to be licensed by Council, who will monitor the standard of your businesses against the Food Act 2006 and Australian New Zealand Food Standards Code.

LABELLING

Packaged goods such as, cereals, biscuits, jams, pickles etc and some primary produce must be labelled as per legislative guidelines and requirements. See <https://www.foodstandards.gov.au/industry/labelling/pages/default.aspx>

FOOD STALLS

The public must not have access into your stall at any time.

Ground cover must be used for all food stalls.

Food and drinks for sale need to agree with the theme of the stall. The sale of commercial drinks requires management approval.

Menus must be approved by market organisers and CelticFest prior to the event.



ELECTRICAL COMPLIANCE

Access to power is strictly by approval only.

All electrical appliances and cords must be tested and tagged by a qualified electrical contractor in accordance with Queensland Electrical Safety Regulations 2002 and subsequent amendments.

Stall Holders with higher power needs e.g. cooking/ refrigeration appliances should connect using a suitable 'earth leakage protection device'.

Double adaptors are not permitted for commercial usage under any circumstance.

Non-compliance may invalidate your insurance and cause risk of serious harm to the public, your employees and yourself.

Extension leads must not present a trip-hazard and must be covered. Excess cords must be coiled safely within the stall and not accessible to the public.

Ensure leads do not sit in ponds of water and that connections are waterproof.

GAZEBO, WEIGHTS & SIGNAGE

Stallholders to supply their own market equipment - gazebo, weights, tables etc.

Gazebos/umbrellas must be weighted down and or tethered so they are secured from fierce winds. No weights, no stall no refund.

Umbrellas must use a weighted base. A-frame and general signage must be weighted down or appropriately tethered to the marquee/table. Market Management accepts no responsibility for damage that may occur to any property for any reason whatsoever.

RUBBISH REMOVAL

Stallholders are required to remove their own rubbish and waste.

Waste bins are supplied for the general public and are not for stallholders generated waste. Contaminated waste water MUST be taken offsite for disposal.

Cooking Oil MUST be taken offsite for disposal.

If the Market Management becomes a waste removal service then it will have to charge a fee which we do not want to impose.

STALL PROMOTIONS & ADVERTISING

Market Management reserves the right to use stallholder images and/or photos which may contain images of the stallholder and/or their produce for promotional purposes. Market Management encourage the re-sharing of all CelticFest social media posted content as this will encourage the growth of the market.

CODE OF CONDUCT

Act with respect, courtesy and dignity at all times. You are the best advertisement for the market and your business. Interact with the fellow stallholders, Market Management and general public in a courteous manner. Work safely and ensure the safety of others.

Strive to contribute to an honest, unbiased and positive market environment. Lewd or offensive language or behaviour will lead to dismissal.

MARKET MANAGEMENT RIGHTS

The Market Manager has the right to withhold or cancel an approval to a stallholder to trade at the market; or to remove or have removed from the market a stallholder who is in breach of the market rules and code of conduct.

This is including but not limited to, where a stallholder:

- * Fails to pay their stall fee in a timely manner;
- * Fails to comply with its obligation relating to vehicle and traffic control;
- * Fails to abide by the market's set up or pack up conditions;
- * Fails to abide by the market's trading hours;
- * Commits a criminal act at the market;
- * Behaves in a manner that the Market Manager considers is inappropriate or may bring the market into disrepute.

Market Management has the right to undertake any of the following actions without notice:

- * Re-locate a stallholder to another site within the location;
- * Require the stallholder to remove from sale any good or service offered by the stallholder which are not Approved Products;
- * Request that the stallholder undertake any reasonable measure which in the opinion of the market management will improve the safety or appearance of the stall.
- * Request unsafe practices of equipment be immediately made safe.

INDEMNITY, RELEASE, LIMITATION OF LIABILITY

The Stallholder is liable for and indemnifies the CelticFest QLD against liability

or loss arising from, and cost incurred in connection with:-
(1) damage, loss, injury or death caused or contributed to by the act, negligence or default of the stallholder or of the stallholder's employees and agents; and
(2) CelticFest doing anything which the stallholder must do but has not done or which the CelticFest considers the stallholder has not done properly.

The stallholder releases CelticFest from, and agrees that CelticFest is not liable for, liability or loss arising from, and cost incurred in connection with:-

- (1) damage, loss, injury or death unless it is caused by the negligence of the Lessor or its employees or agents;
- (2) anything CelticFest is permitted or required to do; and
- (3) a service or utility not being available, being interrupted or not working properly;

CONTACT

Stallholders should email markets@celticfestqld.com.au

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