

untold events co terms & conditions

august 2020

applications:

Acceptance and non-acceptance of applications will be at the sole discretion of the Untold Events Co curation committee. Please understand that your application is reviewed on many levels including the quality and price-point of your products, where and how your products are created, the appearance of your stall display, how unique your products are and most importantly, consideration for the overall visitor experience.

Stall locations are at the discretion of the Untold Events Co curation committee.

insurance:

All stallholders (excluding hot food, coffee, entertainment and massage stallholders) are provided with public liability insurance by the policy owned by the Untold Events Co. This policy provides indemnity to the amount of \$20 million for any one occurrence. If a claim is made, an excess of \$1,000 per claim is payable by the stallholder claimant.

Please note that public liability insurance does not include loss or damage to your own personal property, products, stock and/or equipment that you may have at or near your stall. Please ensure you have adequate insurance for the aforementioned as this is not the responsibility of the Untold Events Co.

All hot food, coffee, entertainment and massage stallholders are required to provide their own public liability insurance policy (with indemnity to at least \$10 million for any one occurrence) and a copy of a current policy must be provided to the Untold Events Co on application. If such a policy is not provided on application, the application will be deemed to be incomplete. Should a policy expire prior to an Untold Events Co market, it will be the stallholder's responsibility to provide a copy of the renewal to the Untold Events Co. Without this, the stallholder will be unable to trade (regardless of any fees paid) at any Untold Events Co market until such time as a current policy is provided.

payments:

There are three options for paying for your Untold Events Co. markets...

1. Season Pass – Upfront payment required in full by 17th September 2020
2. Casual invoice – Invoices are batched and issued **three times a year- Oct to Dec, Jan to Feb and Mar to Apr. All invoices are required to be paid by the due date shown on the invoice.**
3. Casual monthly credit card – this is the only option for month to month payments. A credit card authority form is required to be filled in at the time of acceptance and market fees will be automatically deducted two weeks prior to each booked market.

If market fees are not paid by the due dates on their invoice or credit card authorities are not provided it will be assumed the stallholder no longer wishes to attend and their booking(s) will be re-allocated.

booking amendments:

Please consider the markets / dates that you apply for carefully, as all market bookings confirmed by Untold Events Co are considered final.

Any changes to confirmed market bookings should be made in writing to Untold Events Co as soon as they are known by the stallholder. Any booking alterations made after the issue of an invoice (that require the invoice to be amended/cancelled) will be subject to a \$11 administration fee.

No fee will be charged if written notice is provided prior to the issue of the relevant invoice.

cancellations 48-hours prior to a market:

To ensure a positive visitor experience at each of our markets, Untold Events Co strives to ensure that each available site is occupied. Cancellations provided with less than 48 hours notice (eg after 9am on the Thursday before a market opening at 9am on a Saturday) make this extremely challenging. Subsequently, stallholders who cancel providing less than 48 hours notice (or who fail to turn up on the day with no notice) on more than ONE occasion per season (October - April) will forfeit any future rights to participate at the events managed by the Untold Events Co regardless of any monies paid.

refunds:

Stallholder refunds are available when written cancellation is received by the Untold Events Co 14 days prior to the market. In such a situation a full refund will be issued. No refunds are given for cancellations that occur within 14 days of a market. There are no refunds for season pass stallholders or cancelled markets due to extreme weather.

adverse & extreme weather conditions:

The Untold Events Co markets are all-weather events and stallholders must be prepared for adverse weather conditions. However, in the event of extreme weather conditions the market may not operate to ensure the safety of stallholders and market patrons. An email will be sent to the provided email address to announce the cancellation. It is also possible that the market may need to close early due to extreme weather conditions- if this is to occur, market staff will notify stallholders directly.

Please keep an eye on social media channels for up-to-date information prior to, and on market day.

Please note that no refunds to casual or season pass stallholders can be issued in the event of cancellations/reduced hours due to extreme weather conditions. The Untold Events Co will not be responsible for any loss or damage whatsoever in the event of cancellations/reduced hours due to extreme weather conditions. The Untold Events Co will not be responsible for any loss, damage or injury whatsoever due to adverse conditions.

COVID-19:

The health and safety of the staff, stallholders and visitors is always paramount at the Untold Events Co. As such, government guidelines regarding COVID-19 and physical distancing, public gatherings and best-practice hygiene will be closely monitored and strictly adhered to at all markets. Should these requirements result in the cancellation or postponement of a market(s), any fees paid by stallholders will be credited towards future markets / bookings. No refunds are available in such a situation.

products:

All products must be listed on your application form. The Untold Events Co reserves the right to ask you to remove any products that are not listed on your application. The stallholder is responsible for ensuring all products comply with relevant Australian safety and compliance standards and are fit for purpose.

food / alcohol sales:

It is the stallholders responsibility to obtain and pay any registration required to trade as a food/beverage stall.

Stallholders are also required to obtain a Statement of Trade (SoT) for every Untold Events Co market they attend- this can be done at www.streatrader.health.vic.gov.au. Copies of registration and a Statement of Trade (SoT) must be supplied to the Untold Events Co before trading.

Stallholders should also have all necessary documentation with them on the day. Food stallholders must comply with any local / state / federal health regulations and food acts. The Untold Events Co holds no responsibility for loss of trade if proper documentation is not held (this includes Section 40s to be able to trade on total fire ban days).

Stallholders selling alcohol must supply the Untold Events Co with copies of their liquor license prior to market days. Failure to comply with council standards and regulations may result in an immediate closure of a stall.

market days:

Stallholder instructions with details of bump-in and bump-out will be emailed to each stallholder 2 days prior to a market.

EMU PLAINS MARKET, BALNARRING

REGULAR trading hours: 9am until 2pm.

Bump in – 7:00am – 8:30am. Strictly no cars are to be moved onsite after 8:30am. Stallholders should ensure that they are ready to trade by 9am.

Bump out – 2:15pm onwards. Stallholders are strictly forbidden to commence pack-up until after 2pm. Cars are not permitted to move in the market area until 15 minutes after closing time.

TWILIGHT trading hours: 3pm until 8pm.

Bump in – 1:00pm – 2:30pm. Strictly no cars are to be moved after 2:30pm. Stallholders should ensure that they are ready to trade by 3pm.

Bump out – 8:15pm onwards. Stallholders are strictly forbidden to commence pack-up until after 8pm. Cars are not permitted to move in the market area until 15 minutes after closing time.

LITTLE BEAUTY MARKET, FRANKSTON

REGULAR trading hours: 9am until 2pm

Bump in – 7:00am – 8:30am. Carparking is limited around Beauty Park and stallholders should ensure they arrive early enough to find a suitable carpark and transport their goods to their site. Stallholders should ensure that they are ready to trade by 9am.

Bump out – 2:15pm onwards. Stallholders are strictly forbidden to commence pack-up until before 2pm.

FRANKSTON'S FESTIVAL OF LIGHTS **TWILIGHT** CHRISTMAS MARKET

Trading hours: 5pm to 10pm.

Bump-in / out detail will be emailed to successful applicants prior to the event.

AUSTRALIA DAY FORESHORE FESTIVAL, HASTINGS

Trading hours: 9am to 2pm.

Bump-in / out details will be emailed to successful applicants prior to the event.

general safety:

Marquees and all stall equipment must be erected and weighed securely at all times. If stallholders are unable to securely peg their marquee into the ground a minimum of 20kg per leg must be used to weight the marquee.

No pegging into the ground is permitted at Little Beauty Market. Appropriate marquee weights only.

All equipment must be in good repair and be operated in a safe manner. All stallholder equipment must remain within the stall site. For the safety of others, public access ways must remain clear at all times.

Safety Officers will be patrolling and inspecting stallholder equipment at each Untold Events Co market. Any directives issued by Safety Officers in relation to stallholder equipment / set-up must be adhered to in full.

occupational health and safety:

Stallholders are not permitted to drive vehicles within the market area 30 minutes prior and 15 minutes after the markets advertised trading times. Please note: market area speed limit at the Emu Plains Market/Australia Day Foreshore Festival is 10 kph.

No cars are allowed on site at Little Beauty Market.

animal safety:

Emu Plains Market - Strictly, no dogs are allowed on the Emu Plains Reserve. This is a condition of our lease with the Emu Plains Reserve and must be upheld (this also means no dogs left in cars.)

Little Beauty Market - Dogs on leads are welcome at regular Little Beauty Markets but are NOT permitted during the Frankston's Christmas Festival Of Lights Twilight Market.

Australia Day Foreshore Festival - Dogs on leads are welcome at the Australia Day Foreshore Festival.

sustainability policy:

Stallholders acknowledge it is the sustainability policy of the Untold Events Co:

- + to reduce packaging or use recycled or recyclable packaging
- + to promote the disposal of all waste in an environmentally friendly manner
- + that all markets are free of single-use plastic bags and plastic straws and these must not be offered to patrons in any capacity.

waste management:

Stallholders are responsible for all waste from their stall having regards at all times to the sustainability policy of the Untold Events Co. Large trolley bins are available to hire from market staff at a cost of \$22 each if bulky packaging/cardboard boxes are needed to be disposed of after the market. It is strictly prohibited to dump these items in market bins.

power and gas equipment:

Powered sites are available for hot food, coffee and gourmet stallholders for an additional fee of \$11.

Stallholders must ensure that:

- + All electrical equipment and leads are tagged in compliance with relevant workplace regulations.
- + All gas appliances are approved and in date
- + They complete the ESV (Energy Safe Vic) self checklist prior to trading at each market and present if requested
- + Have a suitable fire extinguisher or fire blanket on site.

There is no power available at Little Beauty Market/Australia Day Foreshore Festival

code of conduct:

Stallholders must comply with all the terms contained in these regulations and must comply with any changes to the market regulations, or any relevant local government and other statutory laws and regulations. Stallholders must report to the Untold Events Co any incident

or accident to any person or property that involves loss or could be expected to give rise to a claim.

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

social media policy:

Stallholders must refrain from communicating anything on any social media platform that has the potential to damage Untold Event Co's reputation, brand image, commercial interests, or the confidence of our customers.

stallholder indemnity:

Without limiting the generality of any other provisions contained in these Terms & Conditions, the stallholder hereby indemnifies and holds the Untold Events Co harmless from and against all claims for loss arising in connection with or in relation to:

- + The Stallholder's occupation of the market;
- + The sale or attempted sale of the products approved by the Untold Events Co, or any other products and services;
- + Any injury or harm suffered by the Stallholder, its agents or employees;

- + Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or part of any act or omission by the Stallholder;
- + Any loss or damage to the Stallholder's property regardless of the cause of that loss or damage;
- + The death of any person as a consequence, in whole or in part, of any act of omission by the Stallholder;
- + Any breach of these Terms and Conditions by the Stallholder;
- + Any legal costs in a full indemnity basis incurred by the Untold Events Co as a result of the Stallholder's breach of these Terms and Conditions;
- + Theft or damage of products, equipment or goods under the control of the stallholder;
- + Any journey by the Stallholder to and from the Market; or
- + Damage or injury to any property or person.

disclaimer:

The Stallholder acknowledges and agrees that the Untold Events Co makes no warranty or representation in relation to or in connection with the stallholder's occupation or use of the market. Without limiting the generality of this clause, the Stallholder acknowledges and agrees that the Untold Events Co has made no warranty or representation to or in connection with:

- + The prospects of the Stallholder for selling products at the Market;
- + The Stallholder's access to people visiting the Market or the access those people have to the Stallholder;
- + The existence or number of products that will compete with the products for the attention of the prospective buyers;
- + The existence or extent of services and/or facilities of any kind at the Market;
- + The position within the Market that each stallholder will occupy;
- + The suitability of the Market for any particular purpose or the existence of any latent or patent defect at the Market;
- + The extent, if any, to which other visitors to the Market might interfere with the Stallholder's use of the Market;
- + The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the Untold Events Co;
- + The existence or extent of any security measures undertaken to protect the Stallholder, the Products and/or the Market against criminal activity; or
- + The existence or extent of any security at the Market.

termination:

Any stallholders who do not adhere to these terms and conditions may forfeit any future rights to participate at the events managed by the Untold Events Co regardless of any monies paid.