

Bunjil Place Artist Market

3 August 2024

10.00 am - 2.00pm

Bunjil Place, 2 Patrick Northeast Drive, Narre Warren, 3805

TERMS AND CONDITIONS:

The Supplier agrees to the following Terms and Condition:

Applications

- Acceptance of a stallholder application will be determined by the Bunjil Place/City of Casey team. Your application is reviewed on a number of factors to ensure a wide range of products and price points available for sale at the market and a great visitor experience.
- Stall locations are at the discretion of the Bunjil Place/City of Casey team.
- As this market is an artist market, by applying to host a stall, you agree that your products are designed or made by you.
- This market does not accept applications for food stalls or make allowances for stall holders to sell food items.
- Powered sites are not available

Set-up/pack down

- All stall holders have access to a stall site of 2 meters x 2 meters
- You will be supplied with a trestle table (180cm x 73 cm), black table cloth and two chairs only.
- Please note that the market will be held indoors and gazebos, marquees etc cannot be used indoors.
- Stallholders should arrive from 8.30am – 9.30am to be ready for trade at 10am
- Please use the bins provided for rubbish and ensure that your stall area is clean,
- The market will be held indoors at the Bunjil Place Foyer - vehicles cannot be driven onto the market site area. All day parking is available directly out the front of Bunjil Place.
- Please be courteous and sensible when loading and unloading and understand the need for patience.
- We will be working as a team with a view to creating flow and ease in the set-up and pack-down process.
- Pack down shall not commence before 2 pm.
- We are all here for a good time, so get to know your neighbours and add to the overall energy and vibrancy of the market. Let's make it an inviting and welcoming place.
- If you have any queries on the day please come find one of the Bunjil Place team.

Child Safety

- All stallholders and any other people working at the stall must hold a working with children check card.
- A copy of the Working With Children Check card must be supplied to the Bunjil Place team prior to market day.

Insurance

- If required, stall holders will be covered by Bunjil Place/City of Casey's Public Liability Insurance. If you have your own Public Liability Insurance, please upload a copy of your certificate of currency.
- 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 Bunjil Place/City of Casey.

Waste Management

Suppliers are asked to please manage their own waste and take it away with them at the conclusion of the event.

Booking amendments

- Any changes to confirmed market bookings should be made in writing to the Bunjil Place team as soon as they are known by the stallholder.
- If the market needs to be cancelled by Bunjil Place/City of Casey, the team will provide all stallholders with as much notice as possible.

Products

- All products must be listed on your application form. The stallholder is responsible for ensuring all products comply with relevant Australian safety and compliance standards and are fit for purpose.

Occupational Health and Safety

Safety is everyone's responsibility onsite. Please report any hazards to Council. Any incidents or accidents must be reported to Council as soon as possible following the incident/accident.

- Any display systems must be erected and weighed securely at all times.
- 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.

Stallholder Indemnity

The Supplier indemnifies the Council, its Councillors and staff from and against all actions, claims, losses, damages, penalties or demands consequent upon, occasioned by or arising from its performance or purported performance of its obligations under this Agreement, including, without limitation, any acts or omissions of the Supplier's agents and employees.

Whilst all care is taken, the City of Casey accepts no responsibility or liability for any equipment that is lost, stolen or damaged.

Without limiting the generality of any other provisions contained in these Terms & Conditions, the stallholder hereby indemnifies and holds Council, its Councillors and staff, 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 products, 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 Bunjil Place/City of Casey 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 Council, its Councillors and staff, 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 Council, its Councillors and staff, 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.