



27-28 AUGUST 2022

Jack Martin Centre

TOOWOOMBA

Terms and Conditions

4 June 2022

The terms and conditions enclosed in this document apply to all stall holders who have been approved to occupy a stall at Project Equine – Pop Up Shops. By booking as well as paying for a stall you agree to the terms and conditions enclosed in this document. This document is subject to change at any time as deemed by Project Equine.

Trading Details:

The market will operate on a date determined by Project Equine organisers as advertised on the website, Facebook and Instagram. All stalls must be set up and ready to trade at the commencement of trading hours as specified by the Project Equine owners. Stallholders who have not occupied their stall site by commencement of the trading hours forfeit their stall booking and will not be entitled to any credit or refund.

All stalls must cease trading and commence pack down at the end of the trading hours.

All stallholders must stay for the duration of Market. Stalls who pack down early will not be accepted to trade at Project Equine in future.

Applications:

Project Equine reserves the right to reject booking applications without entering correspondence or otherwise explain reasoning for decisions.

Project Equine look favourably on products and services that complement our 'Pop up Shop', stalls that are well set up/ boutique style, and well thought through.

All applications come with a 'No Show' agreement. Should the vendor cancel the application within 2 weeks of the event start date, a cancellation fee of \$300 will be charged.

We pride ourselves on delivering a high-quality event experience to our customers, a 'No Show' of a particular vendor on the day would not be looked on favourably by customers after extensive marketing/advertising.

Booking System:

To book a stall with Project Equine you are required to fill in the online application form, supply a copy of a driver's licence and provide a certificate of insurance.

Stallholders cannot sell:

No used, second hand or preloved products. The Queensland Government, Office of Fair Trading, administers a range of national mandatory safety and information standards and bans for products supplied in the consumer marketplace, including weekend markets. 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.

Shared Stalls:

Businesses wanting to share stalls must both apply individually, and applications must clearly state intention to share a business space.

You may not share the stall fee

You must both hold your own Market Stall Insurance

Project Equine reserve the right to terminate a stall on market day should businesses be found trading without an approved application (we have the right to question if a vendor is truly a stockist or is indeed hosting another business inside their stall)

Business Stalls:

Items for sale must be neatly displayed on racks, shelves, baskets and other accessories, none of this will be supplied by Project Equine and must be removed at the end of the trading time.

Public walkways must be always kept clear.

All outdoor stalls using a marquee must be weighed down with weights 15-20kg minimum per leg

Power is not available at Project Equine

Stall holders agree that while they are at the market, they will endeavour to cooperate to direction given by Project Equine staff in relation to operation of their stall, use of equipment, set up, pack down, and safety.

Should Project Equine owners determine language or conduct to be unsatisfactory Project Equine reserves the right to ask stallholders to leave the market immediately.

Business Stalls must have Public Liability Insurance and send through prior to market day

Stall Fees:

Stall holder fees must be prepaid.

Project Equine reserves the right to cancel booking approval if payment is not received by the due date.

Cancellation/ Refund Policy

If we cancel:

Should Project Equine events be cancelled in advance due to reasons of emergency, danger, weather conditions, thunderstorms, severe wind, heatwaves, safety, health concerns (this includes COVID19), or other reasons that are not in reasonable control of the Project Equine organisers we do offer a 50% of stall fee to be credited towards the following season and not transferable thereafter.

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If you cancel:

Cancellation Fee: Should a vendor cancel their booking within 1 week of the event date or be a 'No Show' on a day of the event, Project Cowgirl reserves the right to charge a \$300 cancellation fee.

If a vendor forfeits their stall booking and provides more than 2 weeks' notice, they also forfeit their application fee. They will not be charged cancellation fee.

Project Equine reserve the right to terminate a booking should a stall holder:

- Not comply with terms and conditions
- Commit a criminal act at the market
- Fail to attend and set up in a reasonable time before trading hours
- Fail to behave in a manner that complies with market etiquette
- Fail to comply with ACCC regulations
- Be found to have submitted a misleading applications and items for sale are not quality or pre-approved

Any other disorderly conduct as determined by Project Equine Owners and therefore shall not result in a refund.

Weather Refund Policy:

There will be no refunds issued should Project Equine Pop Up Shops be cancelled due to reasons of emergency, danger, weather conditions, safety, health concerns, or other reasons that are not in reasonable control of the Project Equine organisers (as deemed and only when announced by the Project Equine organisers)
There are general costs, advertising costs, permits and many hours that go into an event that we cannot offer refunds for reasons outside of the organisers control.
If the weather deteriorates throughout the day the vendor will not be entitled to a refund or credit.

Insurance:

We strongly suggest that all business stalls should hold Public Liability insurance of \$20,000.00 specifying Market Stall, there are options to purchase online from different providers that will do a short term (weekend) policy.
Any vendors supplying food and beverage or services to humans or animals MUST have their own insurance policy.

Waste Management:

Stallholders are required to remove all excessive rubbish from the Market.
Rubbish bins provided are for the general public and not to be used to dispose of unwanted clothing, stallholder, food truck waste and or packaging.

Security:

Stallholders are responsible for their own stall security and monies. No responsibility is taken by Project Equine for theft, loss or damage.

Safety:

Stallholders agree to set up their stall spaces in a safe and secure manner to ensure the safety of all shoppers.
Project Equine shall not be responsible for injury or accidents caused by stallholders negligence to conduct themselves or the stall safely.

Advertising:

You may hand out advertising or promotional material at your designated stall, such material must relate to the products on sale at your stall and be disposed of in accordance with our waste management clause.
Project Equine leading up to Market Day will utilise Social Media to promote business stalls and the event.
Project Equine do not charge to be featured on any social media
We ask that all stallholders promote the markets as much as possible on their social media accounts.