



2010 Joondalup Festival Terms and Conditions of Trade

1. Application Process

- 1.1. Expressions of Interest must be submitted via the Red Tent Events website between **15 December 2009 - 18 January 2010**

All stallholder applications must clearly outline the nature of the goods or services they intend to trade at the Joondalup Festival.

- 1.2. Stallholders who are successful in their application agree to trade within the terms and conditions as set out in this document.

- 1.3. Submission of an Expression of Interest does not guarantee participation at the 2010 Festival. Stallholders who have participated in the past are in no way guaranteed inclusion.

- 1.4. Subsequent to Expressions of Interest being received, Red Tent Events will select a preferred mix of stallholders, who will be invited to participate.

Selections will be made based on quality and diversity, while minimising competition and overlap of similar merchandise between stalls.

- 1.5. Successful applicants will be advised by **15 February 2010**.

- 1.6. A limited number of pre-packaged Food Vendors will be able to trade at the Joondalup Festival markets. These stallholders must also submit a City Of Joondalup 'Application to Sell Food from a Temporary Food Premise' with their stallholder Expression of Interest. The 'Application to Sell Food' must be submitted direct to the City of Joondalup. This can be sent via hard copy to:

ATT: Special Events Officer - Adam Cousins
PO Box 21
Joondalup
WA 6919

or emailed to adam.cousins@joondalup.wa.gov.au

The 'Application to Sell Food from a Temporary Premise' must be received at the City of Joondalup by 18 January 2010 with the applicable \$50.00 fee (credit card details are available on the application form). The 'Application to Sell Food' will be processed on notification of a successful Expression of Interest to trade to Red Tent Events. If your application to Red Tent Events is unsuccessful you will not be charged the "Application to Sell Food from a Temporary Premise" \$50.00 fee.

Pre-packaged food providers who do not submit the 'Application to Sell Food from a Temporary Food Premise' by 18 January 2010 or do not meet the requirements of City of Joondalup Health Services, will not be considered for inclusion in the Joondalup Festival.

2. Trading Dates

2.1. The Joondalup festival will be trading on the following dates:

Saturday	27 March 2010
Saturday	28 March 2010

3. Trading Times

3.1. Trading times are 1.00pm-9.00pm on each day.

3.2. Stallholders must trade for the full duration of the trading period on each day.

3.3. Stallholders will be deemed in breach of the terms and conditions if they conduct any of the following:

- Commence trade prior to or later than 1.00pm
- Begin to pack up or close prior to 9.00pm
- Do not attend at all on any trading day without prior consultation with Red Tent Events

At the discretion of Red Tent Events or the City of Joondalup, these stallholders may have their stall cancelled without refund and/or be barred from participating in future markets with the City of Joondalup.

4. Stallholder Fee Structure

4.1. Submitting an Expression of Interest is free of charge. Only those selected to participate will be required to pay a trading fee.

4.2. All Joondalup Festival Stallholder fees are non-refundable. This applies in all instances, inclusive of:

- Failure of stallholder to present to trade for any reason;
- Cancellation of stall for any reason; and

- Cancellation of the festival for any reason including inclement weather.

4.3 All stallholders shall be responsible for any insurance in relation to the property of the applicant or any third party trading at their site pitch.

4.4. Stallholders must have existing public liability insurance for an amount not less than \$10 million in order to trade. Stallholders that traded as part of the 2009 Sunset Markets and were covered under the City of Joondalup Public Liability Insurance Policy will be eligible to continue trading under this policy if accepted into the Joondalup Festival market. All other stallholders must have existing Public Liability insurance. A Certificate of Currency must be forwarded to Red Tent Events with the Expression of Interest.

4.5. The fee payable by stallholders for the Joondalup Festival covers the 2010 Festival dates only.

4.6. Stallholder fees must be paid directly to Red Tent Events by **04 March 2010**

Payment by successful stallholder applicants must be made directly to Red Tent Events as per instructions on the Red Tent Events website

4.7. Stallholder fees are as follows:

Category	Fee (inc GST)
Normal Stallholder (with Public Liability insurance) 3m x3m pitch	\$205.00
Food Stallholder Application Fee (paid direct to City)	\$50.00

5. Stall Requirements

5.4. All stall structures, tables, chairs, shade and display materials are to be provided by the stallholders. All of these items must be stable and firmly secured to avoid the possible risk of injury. Please ensure that the stall structure and contents are set up and maintained in an appropriately safe and secure manner.

5.5. Stallholders will have a standard 3m x 3m area in which to set up their stall.

5.6. Stallholders on Reid Promenade are required to position stalls at least two metres from the kerb to allow safe pedestrian access at all times.

5.7. Electrical power is provided in the form of power bollards. Stallholders are required to supply their own extension cords and adaptors if power is required. It is recommended that extension cords are at least 20 metres long, as a position close to a power bollard cannot be guaranteed. All power cords must be tagged in accordance with the requirements of Western Power and A.S. 3002-1985.

Electrical cords should not cross public access ways and must be fully secured. Any loose cord, representing a trip hazard, will be removed.

- 5.8** No public address systems are to be used without the written approval of Red Tent Events or its representatives.
- 5.9.** Rubbish bins will be provided (in addition to the bins already located in the City Centre).

It is the stallholders' responsibility to ensure that the area around their stall is kept clean and tidy. Large boxes and packaging equipment are **NOT** to be disposed of onsite and stallholders are responsible for removing this off the site. Stallholders who leave large packaging behind or fill bins with large packaging will be asked to cease trading and may be barred from future markets.

Please dispose of or remove any rubbish. The City of Joondalup reserves the right to bar or eject stallholders that fail to maintain a reasonably clean and safe site.

6. Trade Requirements

- 6.1.** Only stallholders who are able to trade for both days of the Festival will be allocated bays for the 2010 Festival.
- 6.2** A limited number of 'Not for Profit' stalls may be allowed to trade, however, full stall fees will apply.

'Not for profit' trading may include:

- Distribution of information; and
- Fundraising.

- 6.3.** It is the responsibility of each stallholder to report promptly to the Joondalup Festival Markets on-site Supervisor all accidents and incidents involving third parties, including:

- Property damage
- Any incident involving injury
- Illness of stallholder or patron
- Any observed disruptive behaviour
- Any other issues raising concern, such as lost children
- Near misses (for risk management purposes)

- 6.4.** Stallholders are required to maintain a reasonable level of personal security.

Red Tent Events or the City of Joondalup will not be liable for:

- Theft, damage or loss of stallholder personal effects
- Theft, damage or loss of tradable goods

- Theft or loss of cash or any other goods
- 6.5.** If stallholders are unable to trade on a given Festival date, they must notify Red Tent Events a minimum of 1 week prior to the Festival.
- 6.5** Stallholders are not permitted to share, sub lease or assign a site with other exhibitors or any other party without the prior written approval of Red Tent Events.
- 6.6.** Supervision of stalls by persons under the age of 18 is not recommended.
- If stalls are to have persons under the age of 18, it is recommended they be supervised by a stallholder for that stall who is 18 years or over, at all times.
- 6.7.** City of Joondalup Health Officers will be on-site during trading periods for each market. Stalls not meeting the City's minimum health and safety requirements for trading in public places or for selling food from temporary food premises will be required to halt trading and may be barred from trading at future markets.
- 6.8.** It is a provision of this agreement that all stalls trade within the guidelines as set by the Department of Consumer and Employment Protection as set out in their:

Notice to Sellers at markets, fetes and shows

http://www.docep.wa.gov.au/ConsumerProtection/PDF/Product_Safety/notice_to_sellers_markets.pdf

Notice to Traders dealing in second hand goods

http://www.docep.wa.gov.au/ConsumerProtection/PDF/Product_Safety/notice_to_traders_in_secondhand_goods.pdf

Stallholder non-compliance within these guidelines will be considered a breach of this agreement.

7. Location and Set Up

- 7.1.** The Joondalup Festival markets will be held on Reid Promenade and Central Walk, Joondalup. Note: Some 'Big Rig' carnival operators may be located in the carnival ride area.
- 7.2.** Successful stallholder applicants will be advised of their site positioning after payment of fees is received.

The on-site Market Supervisor reserves the right to relocate stalls at their discretion, for any reason.

Stallholders with genuine practical / logistical reasons for requesting a certain location may contact Red Tent Events to discuss this request. However, while every effort will be made to accommodate, there is no guarantee of preferred position being allocated.

- 7.3.** Stallholders will be advised of detailed bump in details on payment of fees. Stallholders not complying with bump in/bump out instructions will be deemed in breach of the terms and conditions.
- 7.4.** Stallholders requiring more than a standard 3m x 3m pitch need to specify this in their application to Red Tent Events. The stallholder fee is applicable to each 3m x 3m pitch so in the instance more than one pitch is required the fee is doubled and so on. A limited number of sites will be available for large big rig carnival operators and the fee will also be charged in 3m x 3m stall pitch increments. For example if a large operator requires the equivalent of 3 stall pitches (3m x 9m) the fee will be 3 x \$205.00 (\$615.00).
- 7.5.** Stallholders must have staff in attendance at their stall for the duration of the event.
- 7.6.** All vehicles must be removed from the markets area as required in the bump in instructions to be forwarded to successful applicants.
- 7.7.** Stallholders who have submitted a successful application will be forwarded detailed site bump- in instructions.
- 7.8.** Overnight security will be in position on the Saturday night of the Festival and stallholders are encouraged to leave their stall equipment over night. However the City of Joondalup is in no way responsible for lost or stolen goods.

8. Stall Cancellation

- 8.1.** Red Tent Events and the City of Joondalup reserves the right to cancel any stall, without refund and/or ban the stallholder from participation from future Sunset Markets if:
- Red Tent Events or the City of Joondalup deems there has been a breach of terms and conditions of trade; or
 - The Stallholder is trading goods other than those stated in the original stallholder application, without prior written permission from Red Tent Events.
- 8.2.** A number of goods are barred from being traded at the Joondalup festival including lazer pointers, knives, swords, novelty stink bombs and other martial arts training or display weapons. Stallholders trading in these materials will be barred from the Festival. A detailed list of barred goods will be forwarded to successful stallholder applicants.