

Canberra Potters 2021 Christmas Fair - Terms and Conditions

By registering for a stall at the Canberra Potters 2021 Christmas Fair, you agree to abide by the terms and conditions listed below.

Definitions

CANBERRA POTTERS refers to Canberra Potters' Society Inc. and the Watson Arts Centre facility.

CPS refers to Canberra Potters' Society Inc.

MANAGEMENT refers to the staff and managers of Canberra Potters' Society Inc.

STALLHOLDERS refers to the entity, which when approved by Canberra Potters, is entitled to occupy a designated site on a market day.

Approved Products

- 1.1 The market is a pottery/ceramics-focused market. Any non-ceramic products sold must form a minor part of the stallholder's products for sale.
- 1.2 All products offered for sale must be made by the business/stallholder. No products which are imported or purchased from a wholesaler will be accepted for sale.
- 1.3 Management reserves the right to request that stallholders remove products for sale if they are deemed to be in contradiction of the above terms.
- 1.4 Management reserves the right to reject work from sale in the market if the work is deemed inappropriate or unsuitable.
- 1.5 Stallholders must ensure that their products meet all required health and safety standards of the industry (e.g. items sold as functional work must be food safe, etc.).

Fees and Insurance

- 2.1 Stall participation fees for the Canberra Potters 2021 Christmas Fair are \$70.00.
- 2.2 Canberra Potters will retain a 30% commission on all items sold through the Christmas Fair. Works must be priced to include the 30% commission (70% goes to the artist). Canberra Potters does not withhold or pay any taxes on behalf of the artist; the commission is based purely on 70% of the RRP. The onus is on the artist to record and declare any GST to the ATO under their registered business or hobby entity.
- 2.3 Management highly recommends that stallholders purchase coverage for product liability insurance. Stallholders' products **are not** covered by Canberra Potters public liability insurance.
- 2.4 The stallholder shall indemnify and hold harmless Canberra Potters against any losses, liabilities, claims or suits arising out of or relating to the sale of the stallholder's products whilst transporting items to or from the fair, and for the duration of the fair period.
- 2.5 In the event of a cancellation by the stallholder, whether written or verbal, any fees paid or owed by the stallholder shall be retained by Canberra Potters.
- 2.6 In the event of a cancellation by Canberra Potters, stallholders will be refunded their fees if already paid.
- 2.7 Stallholders will be paid as soon as practicable after the closure of the Christmas Fair. Please note that due to the timing of the Christmas closure, this may be in mid-January.

Stall Information

- 3.1 All stallholders must be current financial members of Canberra Potters – please check with management to confirm your membership status.
- 3.2 Stalls are allocated a space of approximately 1.5m wide by 1.5m deep.
- 3.3 Stallholders are solely responsible for the supplying, setting up and demounting of their own stall including but not limited to tables, stands, signage, etc.

- 3.4 Stallholders must respect the boundaries of their stall space and not interfere with other stallholders' spaces. If a stallholder brings inappropriate or unsafe items as deemed by Management, they may be asked to modify their set up.
- 3.5 Stallholders will be supplied an inventory/consignment note upon acceptance of their application. All items delivered to the fair for sale must be noted on the inventory, and labelled with the appropriate code and pricing.
- 3.6 Canberra Potters staff will process all transactions through the Canberra Potters POS system and provide wrapping materials. If stallholders require particular packaging, please provide this and inform staff.
- 3.7 Access to electricity throughout the duration of the market is limited and unable to be guaranteed to any/all stallholders.
- 3.8 Any electrical appliances, including extension cords, must have a current electrical compliance tag ("Test and Tag"). Stallholders will be charged \$5 for each electrical item which does not have a tag. Any electrical items which do not pass the test will be labelled as such and are unable to be used at Canberra Potters.
- 3.9 No double-sided sticky tape, mirror tape, or Velcro dots are to be used on the gallery walls, partitions or plinths. If removable adhesives, eg BluTack, are used, all traces must be removed. Prior to installing work, stallholders should check with the Managers about suitable mounting methods.
- 3.10 Any damage to the walls, partitions, floor and plinths caused by stallholders must be made good. Holes must be filled, sanded back and repainted. Plinths, walls and partitions are not to be painted with anything other than the paint specified by Management. Before painting anything, agreement must be sought from Management. Stallholders will be invoiced for any damage they have willfully or neglectfully caused to the gallery space.
- 3.11 Stallholders are advised to attend their stall for the VIP Shopping Evening on Friday 10 December. Successful applications will be informed of the time closer to the date. of the market (3-8pm Saturday 7 August 2021).
- 3.12 Any specific requirements stallholders have must discussed with Management prior to the market. Management reserves the right to refuse additional requirements.

Access to Venue/Set Up and Pack Down

- 4.1 Access for stallholders to set up will be granted in the three days leading up to the market: 10:30am-3:30pm Tues 7-Thurs 9 December.
- 4.2 Stallholders must inform Management of their arrival.
- 4.3 There is ample parking and trolley access to the gallery. Vehicles and contents left in them are left at the stallholder's own risk.
- 4.4 Pack down will be immediately after the closure of the event on 19 December (4pm-5pm).
- 4.5 Late set up, pack down or a no-show may result in the stallholder being refused participation in future Canberra Potters events.

Promotion

- 5.1 Stallholders are encouraged to promote the event through their own social media/other platforms. Successful applicants will be sent a media kit to use for promotion.

Disputes

- 6.1 Any disputes or concerns with this contract or with the Christmas Fair should be raised with Canberra Potters management.
- 6.2 Any faults, defects, imperfections, etc. discovered post-purchase will be referred to the artist for resolution.