

## 2022 Emerging Makers Market: Terms and Conditions

By applying and paying for a stall at the Canberra Potters Emerging Makers Market, you agree to abide by the terms and conditions listed below. Successful applicants will be emailed an additional and more detailed information guide at least two weeks before the market date.

### 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.).

### Applications

- 2.1 The stallholder applicant warrants that the information contained in the application is true and correct.
- 2.2 Management has sole discretion over the acceptance or non-acceptance of a stallholder's application. Management reserves the right to reject an application and is not required to provide the applicant with the reasons for its decision.
- 2.3 Once a stallholder application is approved, applicants will be sent an invoice for the full participation fee. Invoices are due within 14 days of receipt.
- 2.4 A stallholder's place in the market is considered confirmed once Management has received a verbal or written confirmation in response to the application approval sent by Management.
- 2.5 Upon applying for a stall, stallholders agree that any images that they supply can be used to promote the event. Stallholders must only supply images which they own or have a right to distribute and publish.

### Fees and Insurance

- 3.1 Stall fees for the 2022 Emerging Makers Market are \$225.00 for a CPS member and \$275.00 for a non-member.
- 3.2 Non-members are welcome to apply for membership at any time, however to secure the member rate, non-members must join immediately after their application acceptance and before the market invoice has been sent.
- 3.3 Management highly recommends that stallholders purchase coverage for product liability insurance. **Stallholders' products are not** covered by Canberra Potters public liability insurance.
- 3.4 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 market, and for the duration of the market period.

- 3.5 In the event of a cancellation by Canberra Potters, stallholders will be refunded the full amount of their stall fee.
- 3.6 In the event of a cancellation by the stallholder, whether written or verbal, any fees paid or owed by the stallholder shall be forfeit unless cancellation is **more than 3 weeks prior** to the installation date. Cancellations before this shall attract a cancellation fee of \$50.

#### Stall Information

- 4.1 Stalls are allocated a space of approximately 1.8m wide by 1.5m deep.
- 4.2 Stallholders are solely responsible for the supplying, setting up and demounting of their own stall including but not limited to tables, stands, signage, cash-handling facilities, carry bags etc. Canberra Potters is able to provide up to two chairs per stall.
- 4.3 **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.
- 4.4 Access to electricity throughout the duration of the market is limited and unable to be guaranteed to any/all stallholders. Stallholders should be able to manage their stalls without constant electricity access so should ensure all devices are fully charged each day of the market.
- 4.5 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.
- 4.6 Any specific requirements stallholders have must be included in the stallholder's application and/or discussed with Management prior to the market. Management reserves the right to refuse additional requirements.
- 4.7 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.
- 4.8 Any damage to the walls, partitions, floor and plinths caused by stallholders must be made good. Holes must be filled, sanded back and repainted. Walls and partitions are not to be painted with anything other than the paint specified by Management. Before painting, agreement must be sought from Management. Stallholders will be invoiced for any damage they have willfully or neglectfully caused to the gallery space.
- 4.9 Stallholders are required to attend their stall for the full duration of the market.
- 4.10 Stallholders must be in the market 15 minutes prior to the market opening hours and ready to trade at the commencement of trading hours, and **must continue trading until closing time.**
- 4.11 Any additional staff helping stallholders are recommended to have a high degree of knowledge of the product being sold, and/or involved in the making of it.
- 4.12 Sharing stalls is permitted however stallholders must make their intentions clear upon application.

#### Access to Venue/Set Up and Pack Down

- 5.1 Access for stallholders to set up will be granted in the days leading up to the market. Exact times and dates will be confirmed with successful applicants.
- 5.2 Stallholders must inform Management of their arrival.
- 5.3 There is ample parking and trolley access to the gallery. Vehicles and contents left in them are left at the stallholder's own risk.
- 5.4 Pack down times will be confirmed with successful applicants.
- 5.5 Late set up, pack down or a no-show may result in the stallholder being refused participation in future Canberra Potters events.

#### Promotion

- 6.1 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

- 7.1 Any disputes or concerns with this contract or with the 2022 Emerging Makers Market should be raised with Canberra Potters management.
- 7.2 Any faults, defects, imperfections, etc. discovered post-purchase will be referred to the artist for resolution.