

Canberra Potters 2023 Christmas Fair - Terms and Conditions

By registering for a stall at the Canberra Potters 2023 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. The artist must not knowingly provide CPS with stock that is faulty or damaged.
- 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 Applications for the Canberra Potters Christmas Market 2023 close at 11:59PM AEDT on Monday 23 October 2023. Applications received after this time will not be accepted. 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 Successful applicants will receive an acceptance email from Management. Stallholders are required to reply to this email in writing to confirm their place. If management does not receive a response from the stallholder via email within 7 days of the acceptance email being sent, the stallholder's place may be vetoed.
- 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 that own or have a right to distribute and publish.
- 2.6 The stallholder must be a financial member of CPS to participate in the Christmas Fair. Non-members are welcome to apply for membership at any time, however, to secure a place in the market, non-members must join immediately after their application acceptance or risk vetoing their place.

Fees and Insurance

- 3.1 Stall participation fees for the Canberra Potters 2023 Christmas Fair are \$80.00 per stall.
- 3.2 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.
- 3.3 Management highly recommends that stallholders purchase coverage for product liability insurance. All care will be taken to ensure the safety of products while in the Canberra Potters Christmas Fair,

however artist's products are not covered by Canberra Potters public liability insurance should they be lost, damaged or broken.

- 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 fair, and for the duration of the fair period.
- 3.5 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 1 calendar month** to the installation date. Cancellations before this shall attract a cancellation fee of \$50.
- 3.6 In the event of a cancellation by Canberra Potters, stallholders will be refunded the full amount of their stall fee (if already paid).
- 3.7 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

- 4.1 Stalls are allocated a space of approximately 2m wide (front facing) 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 and signage etc. All furniture, including tables, shelves and other stands, must have floor surface protection (i.e. rubber or felt pads) in order to avoid scratching the gallery floor.
- 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 Stallholders will be supplied an inventory/consignment note upon acceptance of their application.
- 4.5 Canberra Potters staff will process all transactions through the Canberra Potters POS system and provide wrapping materials. If stallholders require specific packaging, please provide this and inform staff.
- 4.6 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. Stallholders who request power (for displaying light fixtures, etc.) will be charged an additional \$10.00.
- 4.7 Any electrical appliances, including extension cords, must have a current electrical compliance tag ("Test and Tag"). Stallholders will be charged \$10 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.
- 4.8 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.
- 4.9 No double-sided sticky tape, mirror tape, or Velcro dots are to be used on the gallery walls, partitions or plinths. If removable adhesives, e.g. Bluetack, are used, all traces must be removed. Prior to installing work, stallholders should check with the Managers about suitable mounting methods.
- 4.10 Any damage to the walls, partitions, floor and plinths caused by stallholders must be made good. Holes must be filled, sanded back and repainted. Walls and partitions are not to be painted with anything other than the paint specified by Management. Stallholders will be invoiced for any damage they have wilfully or neglectfully caused to the gallery space.
- 4.11 Stallholders are advised to attend their stall for the VIP Shopping Evening on Friday 9 December (times will be confirmed with successful applicants).

Access to Venue/Set Up and Pack Down

- 5.1 Bump-in will take place on Tuesday 6 and Wednesday 7 December. Stallholders are required to book and attend an inventory appointment with Management prior to setting up their market stall. In this meeting, inventory will be reviewed, entered into the POS, labels will be printed by Management and both parties will agree on the stock provided for the market. The stallholder will be required to label all items for sale with the labels printed in this meeting. Once labelled, the stallholder can set up their stall.
- 5.2 Any additional stock the artist intends to bring in throughout the duration of the market will require a new consignment note, another booked inventory meeting with management and labelling by the stallholder with the labels printed in the meeting, prior to the items being put out for sale.
- 5.3 Stallholders must inform Management of their arrival prior to set up.
- 5.4 There is ample parking and trolley access to the gallery. Vehicles and contents left in them are left at the stallholder's own risk.

- 5.5 Pack down will take place on Tuesday 19 and Wednesday 20 December, after Management have conducted a stocktake of unsold items.
- 5.6 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.

Behaviour

- 7.1 Stallholder(s) are expected to conduct themselves in a respectful and professional manner at all times while on site at CPS.
- 7.2 CPS has a responsibility to provide an environment that is safe, healthy and harassment-free. The safety of staff, members, volunteers, tenants, visitors and other users of the facility is the primary concern of Management and harassment, discrimination or any form of inappropriate or threatening behaviour will not be tolerated and may result in immediate removal from the 2023 Christmas Fair and future events.
- 7.3 Management expects the Stallholders and all affiliated parties to comply with the CPS ethos, policies, and procedures at all times. The CPS Behaviour Policy document will be provided to all successful applicants or upon request.
- 7.4 If harassment, discrimination or any form of inappropriate or threatening behaviour is attributed to the Stallholder(s), verbal and/or written warnings will be given. If the Stallholder(s) response to those warnings is deemed unacceptable Management maintains the right to withdraw access to the facility and/or terminate the market agreement at any time. In this case, Management will not be held liable for any costs associated with the termination of the Stallholder's participation in the event.

Disputes

- 8.1 Any disputes or concerns with this contract or with the Canberra Potters 2023 Christmas Fair should be raised with Canberra Potters management.
- 8.2 Any faults, defects, imperfections, etc. discovered post-purchase will be referred to the artist for resolution.

Changes to Terms and Conditions

- 9.1 Management reserves the right to modify or update these terms and conditions at any time without prior notice. Any changes will be effective immediately upon communication to market applicants.