

2024 Fired Up Market: Terms and Conditions

By applying and paying for a stall at the Canberra Potters 2024 Fired Up 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.

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

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.

1. General Information

- 1.1 The 2024 Fired Up Market will take place from 3:00pm-8:00pm on Saturday 10 August 2024 at Canberra Potters Gallery, Watson Arts Centre.
- 1.2 All participants must agree to and comply with the terms and conditions outlined in this document.

2. Applications

- 2.1 The stallholder applicant warrants that the information contained in the application is true and correct.
- 2.2 Applications for the 2024 Fired Up Market close at 11:59pm AEST on Monday 17 June 2024. Applications received after this time will not be accepted.
- 2.3 The stallholder must be a financial member of CPS to participate in the market. 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.
- 2.4 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.
- 2.5 Once a stallholder application is approved, applicants will be sent an invoice for the full participation fee. Payment is due within 14 days of receipt.
- 2.6 A stallholder's place in the market is considered confirmed once Management has received written confirmation in response to the application approval sent by Management.
- 2.7 Upon applying for a stall, the Stallholder agrees that any images that they supply can be used to promote the event. The Stallholder must only supply images which they own or have a right to distribute and publish.

3. Fees and Insurance

- 3.1 The stall fee for the 2024 Fired Up Market is \$200.00.
- 3.2 Management highly recommends that stallholders purchase coverage for product liability insurance. Stallholders' products are not covered by CPS public liability insurance.
- 3.3 The stallholder shall indemnify and hold harmless CPS 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.
- 3.4 In the event of a cancellation by CPS, stallholders will be refunded the full amount of their stall fee (if already paid).
- 3.5 In the event of a cancellation by the stallholder any fees paid or owed by the stallholder shall be forfeit unless cancellation is **prior to Monday 15 July 2024**. Cancellations before this shall attract a cancellation fee of \$50.

4. Approved Products

- 4.1 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.
- 4.2 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.
- 4.3 Management reserves the right to request that stallholders remove products for sale if they are deemed to be in contradiction of the above terms.
- 4.4 Management reserves the right to reject work from sale in the market if the work is deemed inappropriate or unsuitable.
- 4.5 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.).

5. Stall Information

- 5.1 Stalls are allocated a pre-determined space of 1.8m wide (front facing) by 1.5m deep. Stalls over this size will not be accepted.
- 5.2 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.
- 5.3 Stallholders must follow the directions of Management and comply with the CPS Behaviour Policy (see clause 6).
- 5.4 Stallholders are solely responsible for the supplying, setting up and demounting of their own stall including but not limited to tables, stools, stands, signage, cash-handling facilities, carry bags etc.
- 5.5 All furniture, including tables, chairs and stools, must have floor surface protection (i.e. rubber or felt pads) in order to avoid scratching the gallery floor.
- 5.6 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 electricity access so should ensure all devices are fully charged before the market. Stallholders who require a large amount of power (for displaying light fixtures, etc.) will be charged an additional \$10.00.
- 5.7 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.
- 5.8 Any specific requirements (including location requests) stallholders have must be included in the stallholder's application and/or discussed with Management prior to the market. Management reserves the right to the final decision on the market layout, and to refuse additional requirements requested by the stallholder above and beyond what is written in these Terms and Conditions.
- 5.9 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. Stallholders must check with Management prior to mounting any signs/products.
- 5.10 Any damage to the walls, partitions, floor and plinths caused by stallholders must be made good. Stallholders will be invoiced for any damage they have willfully or neglectfully caused to the gallery space.
- 5.11 Stallholders or their representatives are required to attend their stall for the full duration of the market.
- 5.12 Stallholders must be on site at CPS a minimum of 20 minutes prior to the market opening hours, ready to trade at the commencement of trading hours, and **must continue trading until closing time** unless sold out.
- 5.13 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.

6. Access to Venue/Set Up and Pack Down

- 6.1 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.
- 6.2 Stallholders must inform Management of their arrival prior to set up.
- 6.3 There is ample parking and trolley access to the gallery. Vehicles and contents left in vehicles are left at the stallholder's own risk.

- 6.4 Pack down of the market is immediately after the event finishes at 8pm. The premises must be vacated by 9pm.
- 6.5 Late set up, pack down or a no-show may result in the stallholder being refused participation in future CPS events.

7. 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 Fired Up 2024 event 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.

8. Promotion, Photography and Media

- 8.1 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.
- 8.2 Canberra Potters will be engaging photographers to take photographs at Fired Up 2024. By entering the event site you agree to being filmed or photographed.
- 8.3 Stallholders grant Management the right to use any photographs or videos taken during the event for promotional purposes without compensation.

9. Disputes

- 9.1 Any disputes or concerns with these terms and conditions, or with the 2024 Fired Up Market should be raised with CPS management.
- 9.2 Any faults, defects, imperfections, etc. discovered by event customers post-purchase will be referred to the stallholder who sold the work for resolution.

10. Changes to Terms and Conditions

- 10.1 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.