

# RENMARK RIVERFRONT MARKETS 2024 TERMS & CONDITIONS (as at 26/2/2024)

Thank you for registering as a stallholder for the Renmark Paringa Council Riverfront Market events. Please take the time to read the following information before completing the Registration Form. By registering, you agree to be bound by and comply to all terms and conditions below.

#### **Stallholder Registrations**

- Acceptance of stallholder registrations is at the discretion of the event organisers and will be based on the information provided by the applicant on the registration form.
- In consideration of acceptance of this registration to attend Renmark Riverfront Markets as a stallholder, the applicant releases the organiser of any liability for any loss, theft, damage or injury to the applicant/stallholder or their party and/or property of the stallholder.
- Stallholder registrations will not be accepted if not accompanied by all supporting documentation.
- Stallholders must hold a minimum of \$10M
   Public Liability Insurance to attend the event and supply a current Certificate of Currency.
- There are limited stallholder spaces available.
   Organisers will consider the product mix, quality and number of stalls with a similar product when accepting registrations.
- Successful stallholders will be notified of their accepted registration.
- Event Organisers reserve the right to decline registrations at any time.
- Sites cannot be shared by multiple stallholders.
- Stallholders must refrain from communicating on a public platform (social media, print media, etc) anything that has the potential to damage the Renmark Paringa Council reputation, brand image, commercial interests, or the confidence of our patrons.

## **Stallholder Sites & Fees**

- All successful stallholders will be assigned a 3m x 3m site for the event unless specified by the applicant and agreed to by organisers. Space is limited due to the site size, location and anticipated attendance numbers.
- Site Fees as outlined in Renmark Paringa Council's Schedule of Fees & Charges for 2024 are –

3m x 3m Individual site - \$55 (inc GST) 6m X 3m individual site - \$65 (inc GST) Power (in addition to site fee) - \$10 (inc GST) Larger size – by negotiation Fees are waived for Not For Profit Organisation

#### Site Fee includes -

- Event organisation, marketing and administration
- Traffic management
- o Entertainment
- o Bins and clean up
- All stallholders will be invoiced (14 day invoice) and must make payment at least 7 days prior to the event unless otherwise agreed with the organiser.
- All site structures and equipment are to be supplied by the stallholder and contained within the site boundary. Public access ways must always remain clear.
- All gazebos, covers and stall equipment must be erected securely and weighted or secured at all times.
- All equipment must be in good repair and be operated in a safe manner.

### Power / Gas Equipment

- Powered sites are limited and power outlets may only be used with the approval of organisers.
- Power outlets are exclusively designated for food cooking and/or equipment directly relating to core business and are not intended for electronic devices such as chargers, devices, EFTpos machines or the like; power packs will need to be used in this instance.
- Stallholders must specify power requirements accurately in the registration process ie number of 10 amp / 15 amp plugs required.
   Stallholders must ensure that all electrical equipment and leads are in good condition and be tagged in compliance with relevant legislation. No adapters are permitted.
- Stallholders must ensure that gas appliances are approved and in date.
- Stallholders using gas and/or electrical appliances must have a suitable fire extinguisher or blanket on site.
- It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards relating to their equipment.

## Food & Drink Stallholders

- Stallholders selling any food or drinks must be food notified with their local Council and supply their Food Business Number to organisers.
- Food stallholders must comply with any local, state and federal health regulations and acts.
- Stallholders are encouraged to minimise the
  use of plastics and present food and drink in
  line with the new single use plastic legislation
  (effective 1 March 2021). More details are
  available at www.replacethewaste.sa.gov.au

#### **Products**

- Stallholders may only offer for sale approved products which have been accepted by organisers on the registration form submitted by the stallholder.
- It is the stallholder's responsibility to ensure the products they wish to sell conform with any safety and compliance standards.
- Stallholders are encouraged to minimise the use of one use plastics ie plastic wrap and bags where possible.

#### **Cancellations & Refunds**

- Cancellations must be made in writing as soon as practicable
- No refunds will be given for cancellations that occur within 7 days of the market event or for cancellations received on market day for any reason.
- Cancellations advised more than 7 days prior to the event may receive a refund. A \$10 cancellation fee will apply. This will be deducted from the stallholder fee or invoiced to the stallholder.
- If the event is deemed unsafe to proceed due to unforeseen circumstances, such as weather, Government or any other authorised agency enforcing restrictions or lockdowns or outside of Renmark Paringa Council's Event management Severe Weather policy, stallholders will be advised at the first opportunity of the cancellation or alteration of the event.
- In the event that the market is rescheduled or relocated; the registration and signed terms & conditions will carry over to the new date/location. If the new date cannot be attended, cancellation is required in writing to receive full refund.
- In the event that the market is unable to be rescheduled or is cancelled by event organisers, stallholders will be refunded their full site fee.
- Renmark Paringa Council accepts no responsibility for loss of stock or out-of-pocket expenses in the event of Market cancellation, reschedule or relocation.
- Non-payment of fees by the due date (7 days prior to event) may result in cancellation of the stallholder site.
- Noncompliance with these agreed terms and conditions may result in the cancellation of the stallholder site.
- Failure to notify non-attendance or repeated last-minute cancellations may impact acceptance of future Market events.

#### **Waste Management**

 Stallholders are responsible for leaving their site and surrounding area clean, tidy and undamaged and take any packaging home for recycling.

## **Health & Safety**

- Stallholders must report to event organisers upon arrival to be directed to their site in a safe and organised manner.
- Stallholders must drive within the market area at a safe speed that is no greater than 5km & use hazard lights.
- Vehicles must bump in/out as per the instructions provided by Event Organiser
- Smoking or vaping is not permitted anywhere within the event site as per SA Health regulations.

## **Stallholder Responsibilities**

- Stallholders must respond cooperatively to any direction given by organisers in relation to the operation and occupation of their stall, equipment, goods and vehicle during operating times and any direction of a security or safety nature.
- Stallholders must ensure that their activities do not endanger the safety or security of any person at the event.
- Stallholders agree to pay repair costs relating to any damage having occurred as a result of participation in the event.
- Stallholders must report to the organisers any incident or accident to any person or property that involves loss or could be expected to give rise to a claim.
- Stallholders must be able to produce current Safework SA documentation or achieve compliance prior to the event where applicable. This may include a risk assessment &/or meeting Council Contractor requirements prior to registration being confirmed.

## **Organiser Representations**

Market Organisers reserve the right to undertake any of the following actions –

- Relocate a stallholder to another site within the event.
- Require the stallholder to remove any goods or services offered from sale by the stallholder that were not approved in the registration process
- Request that the stallholder undertake any reasonable measure to improve the safety of the stall or to improve the presentation of the site and products for sale.

## **Market Day**

- A final event briefing pack will be distributed with bump in / out details, traffic management and vehicle access the week prior to the event. A site plan will not be distributed prior to the event.
- Bump in / out instructions are subject to change and stallholders will be notified of any variation by the organiser's.
- Stallholders must not commence packing up until the advertised closing time of the event or unless instructed by or negotiated with the Event Organiser's.