# THE MAKERS FESTIVAL

# SUNDAY 2 DECEMBER 2018, 2-7PM

KINGSTON CITY HALL CAR PARK AND ARTS PRECINCT SURROUNDS 979-985 NEPEAN HWY. MOORABBIN. 3189

# **SELECTION CRITERIA AND TERMS & CONDITIONS**

#### STALLHOLDER SELECTION CRITERIA

- Products are of a handmade nature or independently designed by the stallholder
- Original, creative and innovative products
- Presentation and professionalism of finished products
- Stallholder stock must have a consistent look and feel
- Product diversity across the Market

#### **TERMS AND CONDITIONS**

# Eligibility

- 1. All applicants must complete an online stallholder application form. Applications are assessed against the selection criteria outlined above and the jpeg images supplied (not exceeding 1MB per image);
- 2. Food trucks and performers <u>are not</u> eligible to submit a stallholder application. Participation by food trucks and performers is strictly by invitation;
- 3. Stallholders selling pre-packaged food, beverages and skin products <u>are</u> eligible to submit a stallholder application. Please note that stall allocations are limited for these categories;
- 4. If you are a food or beverage stallholder selling consumables and your application is approved, you must submit a Statement of Trade via Streatrader and provide proof of your approval. Stall allocations are not confirmed until this process is completed;

# **Products**

- 5. All products for sale must be made and/or designed by the stallholder, as described on the application form;
- 6. The products that you list and detail on your application form must be the products that you intend to sell at the market;

# **Applications**

- 7. One application per person/shared stall only. You cannot apply more than once under a different name;
- 8. Applications for shared stalls are permitted. Such applicants must apply via one entry form, include all contact names and provide six product example images each (total of six);
- 9. Shared stall applications will be assessed and either approved or not approved as a whole, rather than based on the individual artists;
- 10. Once an application has been submitted, no alterations can be made. Applicants close on **Monday 10 September** at 5pm, no applications will be received after this date;

### Selection

- 11. The Makers Market Selection Committee reserves the right to exercise its discretion in approving applications as the Market is a curated event. Please note that participation in previous Kingston Makers Markets is not a criteria for selection. Selection is a competitive process based on each year's submissions. The Committee's decision is final and no correspondence will be entered into;
- 12. All applicants will be notified of the outcome of their application by Monday 24 September;
- 13. Once notified, successful applicants must provide credit card details to pay the stallholder fee by 5pm on Monday 22 October. Those that fail to make payment by this date forfeit their stall. Stall allocations are not confirmed until your payment has been processed. Credit card details are not stored beyond the event;

#### Stallholder conditions

- 14. The stallholder fee and allocation of your stall covers you for Public Liability Insurance while onsite. <u>Cover does not apply if you are selling consumables, skin products or children's toys.</u> In this instance, you must provide your own Public Liability Insurance to the value of \$20 million and a copy of your current Certificate of Currency must be provided to Kingston Arts 14 days prior to the market date;
- 15. The market is a curated event and <u>all stallholder site allocations are final and non-negotiable</u>. The various different sized sites available aim to accommodate the different needs of our makers. We encourage those with clothes racks or display racks to apply for a corner stall. We will do our best to accommodate your first or second size preference, however, this cannot be guaranteed;
- 16. Stallholders must set up at the time allocated to you. Failure to do so will forfeit your stall. Detailed set up instructions will be provided to you two weeks prior to the event;
- 17. Stallholders are responsible for bringing their own display materials including table covering and clothes racks, and setting up their own stall;
- 18. Stallholders' display, goods and set up must remain within their allocated area. The use of any space available on either side of the stall must be negotiated with your neighbour;
- 19. <u>No additional tables other than the one provided by Kingston Arts staff are permitted onsite</u> and will be removed immediately from site;
- 20. <u>Under no circumstances are banners, signs or artwork to be displayed on or leaned up against the mural of</u> the City Hall car park;
- 21. Stallholders are required to stay for the duration of the Festival. You will be advised by Kingston Arts staff when you can commence packing up. This will be once the site is cleared of the general public and is deemed safe:
- 22. If you cancel within 14 days of the festival date, fail to show up on the day, do not stay for the duration of the Market, or damage any of the fixtures on site, Kingston Arts reserves the right to charge a <u>cancellation or damage fee of \$100</u>;
- 23. Kingston Arts cannot provide staff or security to monitor unattended stalls. You are required to make your own arrangements;
- 24. Kingston Arts will not accept any responsibility for the theft or damage of goods or personal belongings;

# Warrants and standards

- 25. Stallholders must warrant that all products sold in their stall and (where applicable) related promotional materials: comply with relevant local, state and federal safety laws and regulations including but not limited to Food Safety and Occupational Health and Safety laws; do not infringe any third party rights including Intellectual Property Rights; and do not contain material which is abusive, defamatory, hateful, discriminatory, racist, sexist, offensive, misleading or deceptive or is otherwise unlawful in any manner. Failure to comply may result in the immediate closure of your stall;
- 26. Stallholders selling consumables must warrant that all products comply with Food Standards Australia and New Zealand's food safety standards. Failure to comply may result in the immediate closure of your stall;

- 27. Stallholders selling skin products must warrant that all products comply with Product Safety Australia's mandatory standard in regards to cosmetics labelling. Failure to comply may result in the immediate closure of your stall;
- 28. Stallholders selling children's toys must warrant that all products comply with the relevant Product Safety Australia's mandatory standard. Failure to comply may result in the immediate closure of your stall;
- 29. Smoking is not permitted within the Market;

# **Behaviour**

- 30. Stallholders must not intimidate or insult anyone including other stallholders, customers, visitors and staff. Failure to comply may result in the immediate closure of your stall; and
- 31. In the event of any disruption, Kingston Arts reserves the right to require the stallholder to pack up their stall and leave the premises.

#### **Privacy Statement for Competitions**

Personal information provided about yourself for the purpose of taking part in the Makers Festival will be held securely and used solely by Council for this purpose and/or directly related purposes, as stated. Council may disclose this information to other organisations if required or permitted by legislation. Council may publish successful stallholders in *Kingston Your City* newspaper or on our website and social media channels. A full copy of our Privacy Policy may be obtained from the Kingston website: www.kingston.vic.gov.au or from one of our Customer Service Centres and Libraries.