



# TERMS & CONDITIONS OF TRADE 2016

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY TRADING WITH SYDNEY BOUTIQUE MARKETS YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE, FROM TIME TO TIME IN OUR SOLE DISCRETION.

1. All stallholders must use a pop up gazebo tent on all market days. This is a strict centre requirement. Tents are to be 3x3 metres in size, preferably white but other colours may be accepted. If you arrive on market day without your tent you cannot trade.  
  
If you have incorrectly advised us about your tent type, size or colour your stall position may be relocated on market day at our discretion.
2. Your allocated space is the 3x3 metres under your gazebo. This means that you must trade within this allocated space and even if you have space outside of your gazebo it cannot be used without prior arrangement with management. Only 1 trestle table is allocated per stall. Tent side walls and panels can only be used in wet weather, at all other times they can not be used. Tent weights are compulsory. No Weights, No Trade.
3. Stallholders are not required to have their own Public Liability Insurance as they are covered under our current policy. Please note that Public Liability Insurance does not give you product insurance, and therefore your products are not covered under the policy.  
  
It is also essential to meet your Duty of Care and not bring along any props that are a trip or OH&S hazard
4. Stallholders should have any other insurance or license(s) required to operate their business. Your products should also comply with the relevant safety and compliance standards.
5. Stall positions are allocated at the discretion of management. There is no guarantee that you will have the same position at each event although we do consider requests on a case by case basis.
6. Stallholders are approved to trade based on the products/services they sell. You must notify us if you wish to bring other products on market day that were not disclosed on your application. Failure to do so will result in us asking you to pack away the unapproved products or packing up your stall. Under no circumstances will second hand / used products be approved.
7. Stallholders must not sell/offer counterfeit products/goods under any circumstances. If you intend on selling designer brands you must provide us with a certificate of authenticity and written approval to sell these goods at markets. We reserve our right to ask you to remove any offending products if you ignore our terms of trade.
8. A complimentary dedicated parking area is available to Stallholders on Market day. You are responsible for your vehicle at all times and we are not responsible for any damage/theft.
9. Stallholders are not permitted to approach customers in the shopping centre and your staff may only carry out your business within your stall (i.e. you are not able to walk around the shopping centre handing out flyers. However they may be placed on your table or in your sales bags).
10. Under no circumstances can stalls pack up before the end of the market day. When you apply for a stall at Sydney Boutique Markets and setup on market day, you are committed to trade for the entire event.  
  
Please refer to your Stallholder Information package for details on setup/packup time and instructions.
11. Stallholders are issued an invoice on acceptance. Payment is required immediately to secure your position. Stallholders will not be allocated a position until the invoice is paid in full. No cash payments on the day can be accepted.
12. Once your invoice has been paid, no refunds/credits will be issued within 14 days of the event. If you can no longer attend for any reason your payment will be forfeited. As you can appreciate, your payment has already been allocated to marketing, hired equipment for your stall and licence fees.
13. Any stall that is not present by 9am on market day without notifying Sydney Boutique Markets will be deemed as a 'No Show'. Your stallholder fee will be forfeited as per section 12.
14. In the unfortunate event of bad weather, management will make an assessment on whether to postpone or proceed with the event.  
  
This decision will be made by 6am on market day and stallholders will be notified of the decision by sms and email. If the decision is made to proceed then the event will run as planned.  
  
If management decides that the weather will effect the event before you setup, it will be postponed to the following Sunday or the next suitable date. You will be notified of the backup date as soon as possible. Management reserves all rights to make this decision. If you cannot attend the next available date, unfortunately **no refund or credit** will be given.  
  
If the back up date is also affected by bad weather, the event will be cancelled and a credit of 20% of your stallholder fee can be used for the next Sydney Boutique Markets at Rouse Hill. If you are unable to attend the next event, the credit will expire.  
  
If the event runs as planned, and the weather becomes too dangerous to trade in at any time, management will close the market down at its own discretion. This will only happen in severe circumstances. Trading Outdoors has inherent risks due to the unpredictable weather at times and therefore **no refunds or credits** will be issued in these circumstances.