



Terms and Conditions

AIMS OF THE MARKET:

- To provide an outlet 'North of the Yarra' for local crafted artists and designers to display unique handmade quality wares available for purchase,
- To offer cultural opportunities for the community and create an 'arts incubator' for new ideas,
- To profile Banyule Arts Space as a centre for arts and cultural activities and to promote the arts and cultural heritage of the Heidelberg and Yarra Valley area.

GOODS:

- All arts and craft goods must be of a high quality and must be home produced by the registered stallholder. The majority of goods presented must be of one craft.
- No second hand or commercially made goods will be accepted.
- Selling of goods on consignment or from commercially made kits will not be permitted.
- Handwork applied to manufactured items must be individual, creative and substantial.
- Franchises or 'Pyramid' businesses are not permitted.
- New goods: Stallholders wishing to introduce new goods must have these reviewed and approved by the Viewing Committee. These goods should be an extension of the nominated craft

STALLS:

- Location:

Banyule Arts Space, upper hall has 28 stalls available whilst the lower hall accommodates 19 stalls. Both halls are at ground level with an adjoining external walkway. The walkway has 10 stalls available.

The position of allocated stalls is not transferable and the Committee will not enter into dispute regarding the allocated positions. Stalls are allocated according to type of art and craft sold and stallholder status. (Regular or casual) with regular stallholders sites reviewed every three months. Stallholder floor plans of both indoor spaces and the external walkway will be on display inside both foyer areas.

- Outside Stallholders are provided with a trestle table and chair. There is no provision for marquees or shade cloth, outdoor policy being formulated.



SHARING:

The intention to share a stall must be approved by the Viewing Committee and all names must appear on all registration forms. The registered stallholder must be in attendance at the market unless permission has been sought from the Committee.

TABLES:

Each allocated stall space is approximately 2.2 x 1 metre with a chair and table provided.

Stallholders will be required to set the table up in their allocated space. Tables are lightweight and a table and chair trolley is available for use. Table size is 1800 X 650 x 760mm and can take a load up to 40 kilos. Stallholders are to provide a white or black tablecloth to floor length.

DISPLAYS:

Stallholders must ensure that displays do not project outside the designated space, although consideration can be given to the use of hanging racks, backboards in lieu of a table space.

Tablecloths must come down to the floor. Tablecloths must be provided by stallholders.

Council instructs that nothing be stapled, stuck or otherwise attached to the walls of each hall. Stallholders in the outside walkway may use the bluestone wall to position additional small works.

LITTER:

It is the responsibility of all stallholders to ensure that their stall area is left clean when they leave. Bins are for patrons only. The 9" X 5" Quality Makers Market is a Waste Wise event and encourages the use of packaging that can be recycled.

STALLHOLDERS CODE OF CONDUCT:

Stallholders must at all times maintain appropriate and respectful conduct towards one another, the public and Council staff.

All Stallholders shall comply with all relevant Acts of Parliament, Regulations, Rules, Codes, Orders, By Laws, Local Laws and other legislation applicable to the activities they conduct at the 9 X 5 Makers Market.

FEES:

Regular Stallholders: are those who hold long term places within the Market and attend on a consecutive basis. i.e. January to June = 6 months

3 months \$120 (GST and public liability inclusive)



Casual Stallholders: are those who attend the market intermittently.
\$45 for casual stallholders: (GST and public liability inclusive).

Stall fees are set by Banyule City Council in conjunction with the Makers Market Steering Committee. Fees in the main are used for public liability insurance, hall hire, hall cleaning, Market Coordinator's wage and promotions.

PAYMENT SCHEDULE

Regular stalls are booked in quarterly blocks and paid for in advance.
Casual stalls are allocated and paid for in advance.

PAYMENT METHOD

In the first instance an invoice will be forwarded to the stallholder. As a successful stallholder a stall will be reserved for you and confirmed once payment has been made on or before the due date.

Payment can be made online at www.banyule.vic.gov.au
Cheque / Money order payments should be made payable to 'Banyule City Council.'
Payments in cash can be received at the Municipal Offices by the Cashier prior to markets. No cash will be accepted on market day.

ABSENTEEISM, RESERVE FEES AND CONDITIONS:

Notification of absenteeism is essential. Market day emergency contact number: 0417155920. Extenuating circumstances will be taken into account.

Regular stallholders: Early notification of intending absence more than two weeks will result in a reserve fee of approximately half the stall cost. Late notification of less than two weeks will result in the loss of the full stall cost (at the discretion of the Coordinator.) Regular stallholders may reserve a stall site for a maximum of 3 months at the discretion of the Coordinator and Committee. Stallholders will revert to casual status once more than 3 markets have been missed (unless prior arrangements have been made) and/or notification of non attendance is not received by the Coordinator before the market.

Casual Stallholders: Early notification of more than two weeks will result in an alternative stallholder allocated at the Coordinators discretion. Late notification of less than two weeks will result in the loss of full stall cost.



Refunds: No refunds will be given on stall fees

INSURANCE:

Banyule City Council's existing public liability insurance covers the Council for any losses or accidents caused by its own negligence.

- The Council's Public Liability Insurance and Property Insurance covers the Steering and Viewing Committees for legal claims that may arise from their actions or due to the market venue.
- The Coordinator and the Committee cannot be held responsible for any claim relating to public risk and/or property damage.

Specific insurance taken out for the Market by Council covers stallholders' liability with respect to third parties.

OPERATIONAL GUIDELINES:

- Hours of Operation 10.00am – 4.00pm

SET UP/PACK UP:

Set Up is two hours before the market commences 8.00am

Stallholders must not pack up before the published closing time of 4.00 pm.

- Unloading/loading:
Stallholders must abide by the existing parking signs. In un/loading stallholders may not drive their cars onto the footpath in front of either hall or park in the adjoining walkway.

PARKING:

Ample parking is available in the adjoining car park and across the street in the Banyule Council Civic Centre car park.

FLYERS

Flyers promoting other markets are only permitted if approved by the committee. Raffle tickets may only be sold by approved community organisations.

GRIEVANCE PROCEDURE:

- If a stallholder or Committee member has a grievance, the matter should be raised in writing and addressed to Market Coordinator, Banyule City Council.



- If the complainant is not satisfied with the solution offered by the Market Coordinator they may appeal to Leisure & Cultural Services Coordinator, Banyule City Council.

For further information, contact:

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