

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY TRADING WITH THE DESIGNER 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 market day. This is a strict 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. Tent side walls and panels can only be used in wet weather, at all other times they can not be used.
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. Stallholders are not permitted to approach customers outside your stall and your staff may only carry out your business within your stall (i.e. you are not able to walk around handing out flyers. However they may be placed on your table or in your sales bags).
9. Under no circumstances can stalls pack up before the end of the market day. When you apply for a stall at The Designer 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.
10. 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.
11. Once your invoice has been paid, no refunds 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, hire equipment, and site licence fees.
12. In the unfortunate event of bad weather/rain, management will make an assessment on whether to cancel 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/or 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, it will be cancelled. Management reserves all rights to make this decision.  
If the event is cancelled due to extreme weather you will forfeit your stallholder fee and a \$75 credit to trade with us at one of our future events within the next 3 months (subject to availability) will be applied to your account. This could be an event at another location if the current event is no longer held.
13. Any stall that is not present by 8am on market day without notifying The Designer Markets will be deemed as a 'No Show'. Your stallholder fee will be forfeited as per section 11.

***If you have any questions, complaints or would like to provide us with feedback, please send an email to:***

**info@designermarkets.com.au**