

Market Stall Vendors

Terms and Conditions

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01/07/2026



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Market Stall Vendors

Terms and Conditions

1. General Conditions and Applications

- 1.1. These terms and conditions apply to all events organised and managed by the Shire of Murray, including, but not limited to the Pinjarra Garden Day, Christmas on the Murray, Pinjarra Festival, markets, festivals other seasonal events and any other event at which stallholder/vendor participation is offered.
- 1.2. By submitting an application, stallholders acknowledge and agree to comply with these Terms and Conditions. Applications are available through our website and may be submitted electronically or downloaded as a PDF, completed, and returned via email.
- 1.3. Applications must be completed accurately and include full details of all products, services being sold. Applications may be declined based on suitability, including (but not limited to) product origin, uniqueness, quality, presentation, professionalism, and overall market mix.
- 1.4. Preference may be given to applicants residing within the Shire of Murray and to those offering locally produced, unique, or diverse products that enhance the overall visitor experience.
- 1.5. Submission of an application does not guarantee acceptance or stall allocation.
- 1.6. No application will be deemed accepted or confirmed until written approval has been issued by the Shire of Murray.
- 1.7. All personal and business information provided will be used for assessment, administration, and communication purposes and may be shared with authorised contractors or regulatory authorities where required.

2. Event Organiser Authority

- 2.1. The Shire of Murray, its Event Coordinators, Event Officers, or authorised representatives may issue reasonable directions at any time relating to safety, conduct, operations, compliance, or event management.
- 2.2. Stallholders must comply immediately with all such directions.
- 2.3. The Shire of Murray reserves the right to:
 - a) refuse or withdraw an application
 - b) relocate stallholders
 - c) suspend trading
 - d) require removal of goods or equipment
 - e) or remove a stallholder from the event at its absolute discretion, including where safety, conduct, compliance, or operational requirements are not met.
- 2.4. No refund or compensation will be payable in such circumstances unless otherwise stated in these Terms and Conditions.

3. Fees, Payment and Refunds

- 3.1. Fees must not be paid until an application has been approved. Payment instructions will be provided upon acceptance.
- 3.2. All fees must be paid in full at least 7 days prior to the event.
- 3.3. Cancellations received more than 7 days prior to the event will receive a full refund. Cancellations after this period are non-refundable.
- 3.4. Cancellations received after the stallholder fee payment due date (7 days prior to the event) will incur a cancellation fee equal to 50% of the total invoice. Where payment has already been made in full, the Shire of Murray will refund 50% of the stallholder fee.
- 3.5. If a stallholder fails to attend an event without providing prior cancellation notice, no refund will be issued by the Shire of Murray for the stallholder fee or any other fees paid in relation to the stall.
- 3.6. No refund of the stallholder fee or any other stall-related fees will be payable by the Shire of Murray if an event is cancelled due to force majeure.
- 3.7. Where the event is partially cancelled or curtailed, refunds (if any) will be determined at the sole discretion of the Shire of Murray, taking into account event delivery costs and trading opportunity provided.
- 3.8. No refund will be provided for indirect or consequential losses, including loss of income, travel, accommodation, stock, or business expenses.

4. Force Majeure

- 4.1. The Shire of Murray is not liable for any delay, cancellation, relocation, or modification of the event due to circumstances beyond its reasonable control, including but not limited to extreme weather, fire, flood, public health emergencies, infrastructure failure, or government or emergency service directions.
- 4.2. The event may be modified, postponed, shortened, or cancelled as required. Refunds (if any) will be determined in accordance with the Refunds section.

5. Site Allocation, Access and Operations

- 5.1. Stallholders must operate only from their allocated site and within approved event times.
- 5.2. Bump-in, trading, and bump-out times must be strictly followed. Early pack-down or failure to trade for the full duration without approval may result in exclusion from future events.
- 5.3. Failure to attend without notice may result in forfeiture of fees and impact future applications.
- 5.4. Sites must be left clean and in their original condition at the end of the event.
- 5.5. Stall allocations are non-transferable. Stallholders must not sublet, assign, share, or transfer their site without prior written approval.
- 5.6. Only approved stallholders and approved products listed in the application may operate from the site.

6. Products, Trading and Commercial Controls

- 6.1. Only products approved in the application may be sold or displayed, including food items. Any variation must be approved in writing.
- 6.2. The Shire of Murray reserves the right to prohibit or require removal of any product deemed unsuitable, unsafe, illegal, offensive, counterfeit, or inconsistent with event standards.
- 6.3. This includes products that infringe intellectual property rights or do not comply with Australian Standards.
- 6.4. Prices must align with those submitted in the application.
- 6.5. Stallholders must not use the Shire of Murray name, branding, or logo without prior written approval and must not imply endorsement or partnership.

7. Structures, Equipment, Vehicles and Electrical Safety

- 7.1. Stallholders must provide all required infrastructure unless otherwise specified.
- 7.2. Outdoor events may require appropriate weather setups. Pegging into ground surfaces is not permitted unless approved; weighted systems such as sandbags or water weights must be used.
- 7.3. Vehicles are not permitted on grassed or restricted areas without prior approval and must not move within event grounds during trading hours or closures.
- 7.4. Electrical equipment must comply with Australian Standards and be tested and tagged where required.
- 7.5. Generators must be safe, compliant, and operated to avoid hazards, fumes, or excessive noise.
- 7.6. Power supply (if provided) must not be modified or overloaded.
- 7.7. The Shire of Murray may prohibit any structure, equipment, or electrical item deemed unsafe.
- 7.8. Unsafe setups must be rectified immediately at the stallholder's cost or removed from the event.

8. Insurance and Liability

- 8.1. Stallholders must hold Public Liability Insurance of at least \$10,000,000 and provide a Certificate of Currency with their application and on request.
- 8.2. Insurance must remain valid for the duration of the event.
- 8.3. Stallholders are responsible for all additional insurance relevant to their operations, including products, equipment, and worker coverage where applicable.
- 8.4. Stallholders participate at their own risk. The Shire of Murray accepts no liability for loss, damage, theft, injury, or claims arising from participation.
- 8.5. Stallholders indemnify and hold harmless the Shire of Murray and its representatives against any claims arising from their participation, products, or conduct.

9. Rubbish, Cleaning and Site Condition

- 9.1. Stallholders must maintain a clean and safe site at all times.
- 9.2. All waste generated by stall operations must be removed from the site. Large packaging and commercial waste must not be disposed of in event bins.
- 9.3. Spills and hazards must be cleaned immediately.
- 9.4. Sites must be returned in the same condition as provided.
- 9.5. Failure to comply may result in cleaning charges and exclusion from future events.

10. Safety, Risk and Compliance

- 10.1. Stallholders are responsible for the safety and security of their stall, equipment, stock, cash, and personnel.
- 10.2. Stallholders must take all reasonable steps to identify and manage hazards.
- 10.3. Any risk, incident, injury, or hazard must be reported immediately to the Event Officer.
- 10.4. Stallholders must comply with all emergency procedures and directions from event staff or emergency services.
- 10.5. The Shire of Murray may direct a stallholder to cease operations or remove unsafe activities at any time.
- 10.6. All events operate under a formal Event Risk Management Plan, available on request. Stallholders must comply with all identified risk controls.

11. Conduct and Psychosocial Safety

- 11.1. Stallholders must behave professionally and respectfully at all times.
- 11.2. Bullying, harassment, discrimination, intimidation, abusive language, or aggressive behaviour is strictly prohibited.
- 11.3. Stallholders must manage interactions with the public safely and must not engage in confrontation or conduct that may disrupt the event.
- 11.4. Any refusal of service must be handled appropriately and without escalation.
- 11.5. Stallholders must not attend or operate while under the influence of alcohol or drugs.
- 11.6. The Shire of Murray may remove any person whose behaviour is unsafe or disruptive.

12. Legislative Compliance

- 12.1. Stallholders must comply with all applicable Commonwealth, State, and Local laws, regulations, permits, and approvals.
- 12.2. All required licences and certifications must be held and produced on request.
- 12.3. Counterfeit, illegal, unsafe, or unauthorised goods are strictly prohibited.
- 12.4. Alcohol may not be sold or consumed unless expressly authorised and licensed.
- 12.5. Any breach of legal requirements may result in immediate removal from the event.

13. Food Stallholders and Water Requirements

- 13.1. Food stallholders must hold valid Food Business Registration and provide evidence upon application.
- 13.2. All food operations must comply with relevant legislation, including the Food Act 2008 (WA), the Australia New Zealand Food Standards Code, and applicable health and environmental requirements.
- 13.3. Food must be handled safely and hygienically at all times.
- 13.4. Where required, stallholders must provide handwashing facilities with potable water, soap, and hygienic drying methods.
- 13.5. All wastewater must be contained and disposed of appropriately and must not enter stormwater systems or public areas.

14. Sponsors and Commercial Restrictions

- 14.1. The Shire of Murray may engage sponsors for event support.
- 14.2. Stallholders must not promote or display competing or conflicting products, branding, or materials that may undermine sponsor relationships.
- 14.3. The Shire of Murray may require removal of any material considered inconsistent with sponsorship arrangements.
- 14.4. No compensation will be payable for enforcement of sponsor exclusivity or restrictions.

15. Photography and Media

- 15.1. The Shire of Murray may capture and use photographs, video, and audio recordings of stallholders, products, and activities.
- 15.2. All media remains the property of the Shire of Murray and may be used for promotional, marketing, archival, or reporting purposes.
- 15.3. Stallholders consent to such use without payment or further approval.
- 15.4.



**Shire of
Murray**

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