

TWILIGHT  
*markets*

Stallholder Expression of Interest

FRIDAY 29 NOVEMBER **2019**  
TO FRIDAY 20 DECEMBER



## IMPORTANT INFORMATION



Over four Friday nights Central Walk will be transformed into a hub of activity for the 2019 Twilight Markets. Shoppers will have access to handmade and homemade products plus live music, food trucks, entertainment, workshops and demonstrations each week. Ease into the weekend, support small businesses and enjoy the festive season with family and friends.

Quality stallholders make the markets a great place to be and draw shoppers each week. If you are a stallholder offering bespoke products, the City would love to hear from you. The Twilight Markets include a range of initiatives to further support stallholders including:

- Workshops and demonstrations, in addition to live music, entertainment and activities for kids. These activations will change from week-to-week to encourage shoppers to attend on an ongoing basis.
- Social media will be used to showcase specific stallholders attending each week. Stallholders are encouraged to provide high-quality images of your stall and products for the opportunity to be featured in online advertising.

### Market details

#### Dates

Friday 29 November  
Friday 6 December  
Friday 13 December  
Friday 20 December

#### Event Time

5.30pm – 8.30pm

#### Location

Central Walk, Joondalup City Centre

#### How to apply

The City is running an expression of interest (EOI) period for stallholders and food vendors interested in participating in the Twilight Markets from Monday 30 September – Friday 25 October.

Prior to submitting an online application, stallholders and food vendors must read the EOI information pack in detail, including the Terms and Conditions. Once satisfied that you meet the criteria please complete an online application form, available at [joondalup.wa.gov.au](http://joondalup.wa.gov.au)

If you have any queries about your application or eligibility, please contact the City's Event Officer on **9400 4203** or email [markets@joondalup.wa.gov.au](mailto:markets@joondalup.wa.gov.au)



## Key Dates

### Monday 30 September 2019

Stallholder Expression of Interest Period (“EOI Period”) opens

### Friday 25 October 2019

Stallholder EOI Period closes

### Friday 1 November 2019

Successful and unsuccessful stallholders notified

### Friday 8 November 2019

Stallholder fees due to confirm your stall

### Friday 22 November

Week 1 Market briefing pack distributed

### Friday 29 November, 6, 13, 20 December

Twilight Markets

Early acceptance may be offered to stallholders that offer high quality products that meet the selection criteria. Payment required from successful stallholders is due one week following the notification of confirmation of your stall. Stallholders will be notified if they are successful or unsuccessful via email by **Friday 1 November** (one week after the EOI period closes).

Please note, confirmation of your stall is made only upon payment.

Payment must be made via credit card by contacting the City’s Events Officer. Successful stallholders will receive an event briefing pack the week of the event date.

## Fees

General Stallholder with own public liability insurance – \$54.00

General Stallholder without public liability insurance – \$66.00

Food Vendor with own public liability insurance – \$76.00

**All fees are non-refundable.**

## Stall Structures

Stallholders will be assigned a stall site approximately 3m x 3m in size. Sharing of stalls is not permitted.

All stall structures including marquees, tables, tablecloths, chairs and display materials are to be provided by the stallholder.

Each stallholder must supply the City with a photo of their proposed stall structure (assembled).

Below are some things to consider when choosing your stall structure:

- Is your structure weighted in order to keep it from moving if it is a windy day?
- Is your structure visually appealing without any holes, marks fading or branding?
- Is your structure secure so it will not collapse throughout the duration of the markets?
- Does your structure provide adequate cover from sun and rain?
- Will your structure fit within the 3m x 3m allocated space?
- Please see the 2019 Twilight Markets Terms and Conditions of Trade (“Terms and Conditions”) for further information on stall structures and safety requirements.

## Food Stalls

All food stalls (fresh or pre-packaged) must be registered with the Local Government Authority (LGA) in whose jurisdiction the business is based, and must provide evidence of such registration upon application for a stall. Food stalls must also supply the City with a copy of their most recent food inspection report (within the last six months).



## Selection Criteria

Preference will be given to stallholders who are able to participate in more than one market. Preference will also be given to applicants whose goods possess the following:

### General Stallholders

- High-quality (particularly if they are unique, original or hand-made)
- Designed or made locally (WA)
- Professionally presented
- Suitable for the target market
- Good value for money
- Not mass-produced goods

Direct sellers, party plan and service-based businesses need not apply.

### Gourmet Food Stallholders

- Fresh, seasonal and high quality
- Produced or sourced locally (WA)
- Professionally presented or packaged
- Suitable for the target market
- Good value for money
- Not mass produced

When selecting stalls, the City will also consider:

- The number of stalls with a similar product
- Uniqueness of the product and how many other retailers there are in a particular category
- Space, power and other stallholder requirements
- Support materials provided by the applicant (e.g. product photos, links to websites, etc)

Other factors including the quality of images supplied and the amount of information provided in the application all play a part in helping us to assess individual applications.

The sale of the following items will not be permitted:

- Offensive material (e.g. products displaying coarse or degrading language, or explicit images)
- Real or replica weapons
- Laser pointers
- Highly disposable items with a limited life-span (e.g. glow sticks)
- Animals/live produce
- Adults only products

Other considerations:

- Selection of stallholders is at the City's discretion
- All stallholders selling food, children's toys or skincare products must have their own public liability insurance
- Canvassing of Elected Members will disqualify potential stallholders
- Environmentally friendly

## How to Apply

Applicants should read the Terms and Conditions prior to applying.

Complete the Online Application Form via the City's website including submitting the following supporting materials:

### All stalls

- Three images of your products
- One image of your marquee/structure (set up to trade)
- If you carry your own public liability insurance, a copy of your current Certificate of Currency (mandatory for fresh or pre-packaged food stalls, children's toy stalls and skincare stalls)

## Food stalls

- Evidence of food registration with a Local Government Authority (LGA)
- Copy of your most recent food inspection report from the relevant LGA (within the last six months).
- Word or PDF version of your menu you will be trading from at this event (including prices and all special dietaries offered).

The EOI period closes **Friday 25 October 2019**.

If you have any queries regarding your submission, please contact the City's Events Officer on **9400 4203** or email [markets@joondalup.wa.gov.au](mailto:markets@joondalup.wa.gov.au)



# TERMS AND CONDITIONS OF TRADE

## Important Notes

All stallholder applications for the 2019 Twilight Markets should be made via the Online Application Form, available from the City's website at [joondalup.wa.gov.au](http://joondalup.wa.gov.au)

If you are unable to access the form, please contact the City on **9400 4203** for assistance.

Completion of the Online Application Form constitutes acceptance of the Terms and Conditions by the applicant.

Submission of an application does not guarantee selection.

The City reserves the right to prohibit trade by any stallholder not complying with the Terms and Conditions may also bar the stallholder from trading at future City events.

Canvassing of Elected Members will disqualify applicants.

The following Terms and Conditions apply to all stallholders who have received approval from the City to trade at the 2019 Joondalup Twilight Markets ("Markets").

## 1. Health and safety requirements

### 1.1 Inspection of sites

It is the responsibility of the stallholder to trade in accordance with any applicable Federal, State and Local Government laws and where applicable, comply with the provisions of the *Food Act 2008* and the *Australia New Zealand Food Standards Code*.

City Environmental Health Officers will inspect stalls prior to each market. Stalls not meeting the City's minimum health and safety requirements for trading in public places or for selling food from temporary food premises (where relevant) will not be permitted to trade unless and until the required improvements are made to the satisfaction of the City.

### 1.2 Structural safety

Stallholders' structures will be required to comply with safety standards and have an assessment of structural sufficiency. Stallholders may be asked

to submit certification by a suitably qualified person (rigger or installer with sufficient experience) for any structure that does not require a building permit.

Any guy ropes or other tie down points shall be located away from public areas.

The City has the right to reject a stallholder's involvement in City events due to their site or equipment being unsafe or inappropriate.

### 1.3 Electrical safety

All stallholders and food vendors are required to ensure all electrical devices installed at the event are compliant with the ANZ standard 3002 (Electrical Installations: Shows and Carnivals) ensuring all equipment is tagged and tested to AS/NZS 3760:2010.

On event day a licensed electrician will be on site to inspect all electrical devices and cables being utilised by stallholders and food vendors. Where required the electrician will undergo testing and tagging of equipment to ensure all equipment is compliant with standard 3002 (Electrical Installations: Shows and Carnivals) at the cost of the vendor. Any stallholder or food vendor that are not compliant with the above-mentioned standard will not be permitted to trade.

### 1.4 Fire safety

The City requires all food vendors to have the appropriate serviced fire safety equipment available in their setup when trading at City events.

### 1.5 Sale of food

Food vendors are required to conform to minimum safety standards. Further details regarding the sale of food and food safety may be obtained from the City's website at [joondalup.wa.gov.au](http://joondalup.wa.gov.au)

All stallholders selling food (fresh or pre-packaged) must be registered with the Local Government Authority (LGA) in whose jurisdiction the business is based and must provide evidence of such registration with their application to the event.

Additionally, the City requires a copy of a recent inspection report from the relevant LGA. Where an inspection has not taken place within six months prior to the event date or the inspection report indicates compliance issues, another inspection may be required before approval to trade is granted. An inspection can be conducted by City Environmental Health Officers at a cost to the food vendor of \$67.00.



## 1.6 Accidents, incidents and risk management

It is the responsibility of each stallholder to promptly report any incident to the on-site supervisor outlined in your event briefing pack, including:

- Property damage
- Illness, accident or injury
- Anti-social behaviour
- Lost children
- Any observed disruptive behaviour
- Any other issues raising concern for the health, safety or security of food vendors or the public
- Hazards and near misses

## 1.7 Personal safety and security

Stallholders are required to maintain an appropriate level of personal safety and security. The City will not be liable for the loss of goods, cash or personal items, merchandise or damage to any goods, including loss or damage as a result of on-site power failure.

## 2. Trade requirements

### 2.1 Attendance

Payment of the stallholder fees constitutes agreement by the stallholder to attend the event on the agreed dates. If unable to attend, stallholders must notify the City a minimum of two weeks prior to the event day.

Failure to attend on the agreed dates may result in the City withdrawing permission for the stallholder to trade at subsequent event days.

### 2.2 Trading fees are non-refundable

Only stallholders selected to participate will be required to pay a fee. All fees are non-refundable.

### 2.3 Trading times

All stallholders must be set up and ready to trade by no later than 30 minutes prior to the commencement of the event. Stallholders must trade for the duration of the event. Pack down is not permitted until event has concluded. Stalls must be supervised by an adult at all times for the duration of the event.

### 2.4 Infrastructure

All infrastructure requirements and catering equipment necessary for trade must be provided by the stallholder. All

infrastructure must be stable and firmly secured, to avoid the possible risk of injury. Please ensure that the infrastructure and equipment is set up and maintained in an appropriately safe and secure manner.

Stallholders must confine their equipment, displays and signs to the site area and keep all pathways and thoroughfares clear and unobstructed. All signage must directly relate to the products being sold. No commercial signs will be permitted.

Stallholders are not permitted to share sites.

### 2.5 Site location

The Markets will be located in Central Walk, Joondalup City Centre. Successful applicants will be assigned a stall site of approximately 3m x 3m in size. Site areas will not be seamlessly to scale on site maps. Stallholders will be advised of their approximate site positioning one week before the event. Stalls may be relocated at any time and for any reason as required by the City.

Stallholders with genuine practical or logistical reasons for requesting a particular location may contact the City to discuss this request; however, there is no guarantee of the preferred position being allocated.

There is also no guarantee that the same stall location will be allocated each market when trading over multiple dates.

### 2.6 Sub-letting and assignment

Stallholders are not permitted to share, sub-lease or assign a site to another person without the prior written approval of the City.

### 2.7 Supervision of sites

Stalls must be supervised at all times by an adult for the duration of the Market (5.30pm – 8.30pm).

### 2.8 Power and lighting

Access to single-phase electrical power is available. Stallholders must notify the City of their specific power requirements when applying. Stallholders must supply their own power boards and extension cords (at least 30 metres in length), tested and tagged in accordance with Clause 1.3.

If lighting is required, each stallholder is permitted to bring their own tested and tagged safe and working lights.



## **2.9 Public address systems and hawking**

Loud or amplified product promotion by stallholders is not permitted. Public address systems are not to be used without the prior written approval of the City.

## **2.10 Disposal of rubbish**

Bins will be provided by the City. It is the stallholder's responsibility to dispose of or remove any rubbish and ensure that the area is kept clean and tidy.

Large boxes and packaging are not to be disposed of on site. Stallholders are responsible for removing these items.

## **2.11 Competitions**

Raffle tickets may not be sold, nor competitions run at the event without any necessary statutory approvals and without the prior written consent of the City.

## **2.12 Samples, testers and promotional flyers**

Product samples or testers and promotional flyers may not be distributed at the event outside the confines of your stall site without the prior written consent of the City.

## **3. Access**

### **3.1 Traffic management**

The City will implement traffic management measures, such as road closures or reduced speed limits, at its discretion. Stallholders are required to comply with all requests and instructions by City officials or their representatives with regard to traffic management.

### **3.2 Vehicle access**

No vehicles may enter the event area (Central Walk) during bump-in/out or trading times unless instructed to do so by a City Officer (excludes emergency vehicles).

### **3.3 Stallholder parking**

Dedicated parking space is not set aside for stallholder vehicles. Parking may be available near to the site.

### **3.4 Set-up**

Successful applicants will be provided with detailed bump-in/ out instructions including any road closure information. These instructions will be emailed prior to the event and must be followed by all stallholders. Bump-in/out instructions are subject to change and stallholders will be notified of any variation by the City.

### **3.5 Pack-up**

Stallholders must not commence pack-up until the advertised closing time of each event. This is both a safety issue and a trading requirement.

## **4. Promotions**

The stallholder consents to the City using any photographs submitted as part of the stallholder's application to promote any City event.

The City may engage photographers to record activities at the event. The stallholder consents to any photos of the stall or stallholder's merchandise taken by City photographers to be used for promotional or archival purposes.

## **5. Sales**

Although the City is committed to the successful promotion and delivery of all event days, the City does not take any responsibility for the level of sales that a stallholder may achieve.

## **6. Cancellation by the City**

The City reserves the right to cancel the approval of any stall without refund and/or ban the stallholder from participation in future event days if it determines that the stallholder has breached any of the Terms and Conditions, or the stallholder

is selling goods other than those specified in its application, without the prior written approval of the City.

## **7. Liability and indemnity**

The City shall not be liable for any injury, loss or damage incurred by a stallholder who trades at an event day unless such injury, loss or damage is caused by the City's negligence.

The stallholder agrees to indemnify the City against any liability for injury, loss or damage which may be incurred as a result of the stallholder trading at an event day.

## **8. Insurance**

Applicants who indicate they carry their own public liability insurance (mandatory for food stalls, children's toy stalls and skincare product stalls) must affect and maintain a policy of public liability insurance in an amount of not less than \$10 million for any one event.

## **9. Amendments**

The City reserves the right to amend the Terms and Conditions and will notify stallholders of any changes prior to their coming into effect.



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*This document is available in alternative formats upon request.*