

Terms and Conditions

By applying for and participating in the Old Cheese Factory Market, stallholders agree to the following terms and conditions.

1. Applications and Acceptance

- 1.1 Submission of an application does not guarantee acceptance into the market.
- 1.2 The Old Cheese Factory Market is a curated market, and all applications will be assessed based on product quality, presentation, suitability, and overall stall mix.
- 1.3 Market management reserves the right to accept or decline any application at its discretion.
- 1.4 Preference may be given to local, handmade, original, thoughtfully sourced or high-quality products.
- 1.5 To ensure variety within the market, market management may limit duplicate product categories.

2. Stall Fees and Payment

- 2.1 Stall fees must be paid in full by the due date advised by market management.
- 2.2 A stall booking is not considered confirmed until payment has been received.
- 2.3 If payment is not received by the due date, market management reserves the right to offer the site to another applicant.
- 2.4 Stall fees are non-transferable to another stallholder without prior written approval from market management.

3. Stallholder Cancellations

- 3.1 If a stallholder needs to cancel their booking, written notice must be provided as soon as possible via email.
- 3.2 Cancellations made more than **14 days prior** to the market date may be eligible for a refund or transfer to a future market, at the discretion of market management.
- 3.3 Cancellations made within **14 days of the market date** may not be eligible for a refund unless the stallholder's site can be filled by another vendor.
- 3.4 Failure to attend the market without notice will result in forfeiture of all fees paid.

4. Market Cancellation and Wet Weather

- 4.1 The market will proceed in wet weather unless conditions are deemed unsafe by market management.
- 4.2 If severe weather, safety concerns or other unforeseen circumstances prevent the market from proceeding, market management reserves the right to cancel the event.

- 4.3 Stallholders will be notified as soon as possible if the market is cancelled.
- 4.4 If the market is cancelled by management, stallholders will receive a 50% refund with 50% transferred to a future market date.

5. Stall Allocation

- 5.1 Stall locations are allocated by market management.
- 5.2 Requests for specific stall locations will be considered where possible but cannot be guaranteed.
- 5.3 Stallholders must trade only from the site allocated to them and must not extend beyond their approved stall space without prior approval.
- 5.4 Market management reserves the right to relocate stallholders if necessary for operational, safety or logistical reasons.

6. Bump-In, Pack-Down and Vehicles

- 6.1 Stallholders must arrive within the nominated bump-in period and be fully set up prior to the market opening time.
- 6.2 Stallholders must remain set up and trading for the full duration of the market unless otherwise approved by market management.
- 6.3 Stallholder vehicles must be removed from the market area after unloading and parked in the designated stallholder parking area.
- 6.4 Pack-down must not begin before the official market closing time unless approved by market management.

7. Stallholder Responsibilities

- 7.1 Stallholders are responsible for providing all equipment required to operate their stall unless otherwise specified by market management. This may include gazebos, weights, tables, chairs, signage, extension leads and display materials.
- 7.2 All outdoor gazebos and structures must be secured safely with appropriate weights or pegs.
- 7.3 Stallholders are responsible for ensuring their stall is presented in a professional, safe and tidy manner at all times.
- 7.4 Stallholders must keep their site clean during the event and remove all rubbish and waste from their area at the end of the market.
- 7.5 Stallholders are responsible for complying with all relevant laws, regulations and safety requirements relating to their products, equipment and trading activities.

8. Insurance and Compliance

- 8.1 All stallholders must hold current **\$20 million public liability insurance** and provide a copy of their certificate of currency as part of their application.
- 8.2 Food vendors must comply with all relevant NSW food safety regulations and provide any required food registrations, approvals or licences.

8.3 Stallholders using electrical equipment must ensure that equipment is safe and tested and tagged where required.

8.4 Stallholders using gas appliances or cooking equipment must ensure they comply with current safety standards and regulations.

9. Products and Conduct

9.1 Stallholders may only sell products that have been approved as part of their application.

9.2 Stallholders must not sell illegal, unsafe, offensive or counterfeit goods.

9.3 The sale of mass-produced imported goods may be restricted or declined where it does not align with the market's curated focus.

9.4 Stallholders are expected to conduct themselves professionally and respectfully towards customers, fellow stallholders, Old Cheese Factory staff and market management at all times.

9.5 Market management reserves the right to ask any stallholder to remove unsuitable products, amend unsafe practices, or leave the market if these terms and conditions are breached.

9.6 Coffee & Beverage Exclusivity: Mimi's Coffee is the permanent coffee operator at the Old Cheese Factory and will be the exclusive seller of espresso-based coffee during OCF Markets. Food vendors are welcome to sell food and complementary beverages, but espresso coffee machines are not to be operated during market trading hours unless approved by OCF management.

10. Liability

10.1 Stallholders participate in the market at their own risk.

10.2 The Old Cheese Factory Market, the Old Cheese Factory and market management will not be held responsible for loss, theft, damage or injury arising from participation in the market, except where required by law.

10.3 Stallholders are responsible for the security of their own products, equipment and personal belongings.

11. Photography and Promotion

11.1 By participating in the market, stallholders grant permission for market management to photograph stalls, products and stall setups during the event for promotional purposes, including use on social media, websites and future marketing materials.

11.2 If a stallholder does not wish for specific products or branding to be photographed, this must be communicated to market management in writing prior to the event.

12. Agreement

12.1 By submitting an application and/or attending the market, stallholders acknowledge that they have read, understood and agree to these Terms and Conditions.

Contact

If you have any questions about the market or your application, please get in touch via:

Website: Old Cheese Factory

Email: markets@theoldcheesefactory.com.au

Instagram: Old Cheese Factory Collective

We look forward to receiving your application and creating a vibrant and inspiring market experience at the Old Cheese Factory.