



2025 Spring Fair Terms & Conditions

For information about this event, please contact the "Event Organiser".

By purchasing a ticket, you agree to receive information about the Spring Fair by email from the Event Organiser.

Stallholder Terms and Conditions

By submitting the St Philip's Christian College Cessnock (SPCCC) Stallholder Application Form and booking a stall via trybooking.com, Stallholders have agreed that they have read, accept and will comply with the following terms and conditions.

Application Approval Process

- Applications are submitted at the time of booking a stall and making payment via trybooking.com.
- Once submitted, applications will be assessed against the stallholder criteria as set by the SPCCC Spring Fair Stallholder Committee. If required, applications will be referred to SPCEF for consideration.
- All applicants will be contacted by the Spring Fair Stallholder Coordinator regarding the outcome of their application.
- The SPCCC Spring Fair Stallholder Committee reserves the right to refuse any application that does not fit within the SPCCC stallholder criteria.
- Successful stallholder applications will be sent an email with the acceptance of your application and Stall site booking confirmation.
- In the event an application is declined, a full refund of the stall fee will be processed via Trybooking.com.

Stallholder Criteria

- All stallholder applications need to be approved by the SPCCC Stallholder Committee.
- Stallholder applications will most likely be approved if they are;
 - Child Friendly.
 - 'G' rated.
 - Promoting goods or services considered to be consistent with the mission and ethos of SPCCC.
 - Promoting health and wellbeing.
- Stallholder applications will not be approved if they;
 - Promote goods or services considered to be inconsistent with the mission and ethos of SPCCC.
 - Offer for sale dangerous, offensive, illegal, or prohibited goods.
 - Offer goods for which the stallholder does not have a legal right to sell.
 - Offer for sale products or services of an 'adult' nature.
 - Promote political campaigning.
 - Offer for sale nuisance goods / toys (for example, goods which can cause damage or which may harass or irritate the public).

- Offer for sale goods / toys of any kind that are capable of firing projectiles (for example but not limited to guns, crossbows, bow and arrows, sling shots)
- Provide or promote activities or materials which are perceived as offensive, discriminatory or defamatory.

General Obligations

- Stallholders must:
 - comply with the Terms and Conditions.
 - only sell food or other goods/items as specified on the Stallholders Application Form.
 - comply with all directions of the Event Manager and Officials on the day of the SPCCC Spring Fair, including the location of the stall to which the stallholder has been allocated.
- All photographs taken are the property of SPCCC and may be used by SPCCC for advertising/marketing purposes.
- WHS is the personal responsibility of each stallholder.
- All registrations, licenses and certificates required by law must be current and available for display.
- Items must be removed if requested by SPCCC staff (eg items with offensive words/graphics, toy guns, knives, offensive smelling products, throw downs).
- No exclusivity to sell specified products will be offered for this event.
- All stallholders must be onsite and completely set up by the designated time's indicated under bump in/bump out.

Insurance

- All stallholders must have a current Public and Product Liability Insurance policy to participate in the SPCCC Spring Fair.
- Stallholders are to provide a copy of their insurance policy or Certificate of Currency noting the following:
 - Public Liability insurance cover for the stallholder to operate a stall at the SPCCC Spring Fair in the amount of \$10,000,000 per single insurable event;
 - the landowner as an insured party on the Policy; and
 - the expiry date of the policy being valid after the relevant SPCCC Spring Fair.
- Failure to provide the evidence of insurance referred to above, will result in the stallholder refused entry onto the site by the SPCCC Event Manager, unless prior arrangements have been made with the SPCCC Event Manager.

Food Sales & Compliance

- Stallholders selling or providing food and/or drinks of any description warrant that they comply with all relevant NSW legislations and regulations, Local Government and other statutory laws and regulations relating to the food safety standards, storage, preparation and/or sale of food.
- Stallholders selling food and/or drinks must display all relevant certificates and licencing as required by Local Government and other statutory laws.
- Stallholders selling food and/or drinks must provide SPCCC with copies of Council Food Inspection notice, Food Safety Supervisors Certificate and NSW Food Notification Number. (Note - these documents must be in the name of the actual stallholder who signs the T&Cs and who will be attending on the date of SPCCC Spring Fair.)

Electrical Equipment

- Stallholders must ensure that all electrical equipment they use at their stall has been tested to and certified as complying with, Australian Safety Standard AS3760.
- All electric extension cables used by the Stallholder at their stall must:
 - be heavy - duty rated.
 - laid or placed by the Stallholder to minimise the potential safety risks to member of the public (including trip hazards).

- have an earth leakage circuit breaker fitted which is tested to and fully complies with relevant Workcover standards.
- NOTE: No powered sites are available at the SPCCC Spring Fair.

Site

- Stallholders must:
 - supply and erect their own equipment for their stall at their designated stall location.
 - ensure their equipment is adequately secured against wind and in the event of wet weather. No pegs, star pickets or stakes are allowed therefore all marquees will need to be secured by other means such as weights, sandbags, etc.
 - not erect or take down their stall during the operating hours of the SPCCC Spring Fair without the Event Manager's prior consent.
 - be clear of the SPCCC Spring Fair site by the specified time by the Event Manager.
 - always maintain the presentation of their stall at the highest possible standard.
 - store boxes and other packing material under tables/trestles where possible and ensure that any aisles or passageways adjacent to their stall(s) are kept clear at all times.
- At the conclusion of the SPCCC Spring Fair, each stallholder is responsible for (at their own cost) removing all rubbish or waste from their stall area AND cleaning up and making good any area used by the stallholder.

Bump in/Bump Out

- Access to the SPCCC Spring Fair site is strictly from 6:30am on the morning of the SPCCC Spring Fair.
- The SPCCC Spring Fair runs from 10am – 3pm. All vendors are required to be set up for trading by 9.30am and are to remain fully set up until 3pm. All trading must cease at 3pm and sites must be vacated no later than 4pm.

Vehicle Access

- Food Stallholders are the only approved stalls permitted to drive on the market site.
- Stall sites are all located on Astro-turf or bitumen. Under NO circumstances are vehicles permitted to drive onto the stallholder site.
- Stallholders located at sites on the Astro-turf can use trolleys only on concrete paths surrounding the Astro-turf, as trolley wheels will damage the Astro-turf.
- Stallholders will be directed by an official to the loading zone where you can unload your items and transport them to your Stall Site. When your vehicle is unloaded you will be directed to the allocated stallholders' parking area.

Grant of Licence

- Upon approval of your Stallholder Application, the Event Manager grants the stallholder a non-exclusive license to hold their stall at the SPCCC Spring Fair. The Stallholder acknowledges and agrees that nothing in the agreement grants the stallholder any ownership rights at the SPCCC Spring Fair.

Payments

- Stall site fees are paid at the time of booking and submitting an application form via Trybooking.com.
- Community/Not for Profit stall site fees will be determined by the SPCCC Spring Fair Stallholder Committee. If a stall fee applies, payment will be due within 7 days of the stallholders' successful application notification and booking will be confirmed upon receipt of the stall site fee in full.
- Failure to make full payment within the stipulated time given may result in your site being offered and filled by a stallholder on our waiting list.

Refunds

- No refund or reduction in the stall fee will be payable if the Stallholder fails to attend or fully occupy/utilise their allocated stall.

- No refund will be offered due to inclement weather. Failure to attend due inclement weather may result in the stallholder not being invited to attend future SPCCC Spring Fairs.
- Refunds may be negotiated with the Event Manager if notice is given with a minimum of two weeks' notice, but all refunds are completely at the discretion of the Event Manager.
- In the event an application is declined, a full refund of the stall fee will be processed via Trybooking.com.

Release and Indemnity

- The stallholder acknowledges and agrees that neither the Event Manager nor the Landowner can be held responsible for and releases the Event Manager and the Landowner (jointly and severally) from, all liability arising in connection with, any loss, cost or damage (whether malicious or accidental and including theft) that the stallholder or their property may suffer or sustain whilst at SPCCC Spring Fair or on the SPCCC Spring Fair Site.
- The stallholder indemnifies the Event Manager and the Landowner (jointly and severally) (those indemnified) from and against any loss, cost or liability that has been reasonably incurred by those indemnified arising from or in connection with:
 - a breach by the stallholder or its employees or invitees (if any) of any term of this Agreement (including any warranty or release contained herein);
 - any personal injury, death or property loss or damage resulting from the stallholder or its employees or invitees (if any) entering onto the SPCCC Spring Fair site to conduct or attend the stallholder's stall; and
 - the unlawful, negligent or wilfully wrong act or omission by the stallholder or its employees or invitees (if any).

Declaration

- By submitting an application to the SPCCC Spring Fair:
 - if you are representing a company, you have full authority to submit this application on behalf of that company.
 - you hereby agree you have carefully read, understood and agree to be bound by the Stallholder Terms and Conditions.

Defined Terms In these Stallholder Terms and Conditions

- Event Manager - means the Landowner's nominated Event Manager for the SPCCC Spring Fair who, at the date of this Agreement, is Mrs Margaret Pond
- Food - includes food, dairy products, condiments, meat or meat products, oils and any other item or product intended for human consumption.
- Landowner - refers to St Philip's Christian College, Cessnock
- Market Site - refers to SPCC, 10 Lomas Lane, Nulkaba, NSW 2325 or as designated by the Landowner
- Sell - means to sell or offer for sale
- SPCCC - refers to St Philip's Christian College, Cessnock