

Christmas in Wyndham – Twilight Markets 2025

TERMS & CONDITIONS

These terms and conditions should be read in conjunction with other documents and information relating to the markets, including your application form and the information made available on Council's website.

Submission of an application does not guarantee a stall allocation. Successful applicants will be notified using the contact details provided in their application form.

1. APPLICANTS

- 1.1. Applicants must:
 - (a) be aged 18 years or above;
 - (b) hold a current active ABN; and
 - (c) live or work in Wyndham; or
 - (d) Registered Business Address is in Wyndham.
- 1.2. Council staff, Councillors and their immediate families are ineligible to apply.

2. APPLICATIONS

- 2.1. To apply to be a stallholder at the market, you must submit a properly completed application form between **9:00am on 25 August 2025 and 11:59pm on 8 September 2025**. Applications received outside of this period will not be accepted.
- 2.2. You agree to immediately notify Council of any changes to your application, including the request to withdraw your application, by emailing placemaking@wyndham.vic.gov.au
- 2.3. Council accepts no responsibility for late, lost, incomplete, invalid or corrupt applications.

3. ASSESSMENT OF APPLICATIONS

Applications will be assessed by Council officers in accordance with the Christmas Twilight Market Criteria.

4. SUCCESSFUL APPLICANTS

Council will contact successful applicants by email no later than **5:00pm on 25 September 2025** and advise them that they have been allocated a stall at the market. Council will also advise successful applicants of the products that they are permitted to sell at the market.

5. HOURS OF OPERATION

- 5.1. Stallholders must arrive on site no later than **3:00pm** on the day of the market to undergo an induction and to set up their stall. Stallholders must pack down their stall within one hour of the market ending at **8:00pm**.
- 5.2. Stallholders must be present at their stall and ensure that their stall is operational at all times during the market's trading hours.

6. STALLS

- 6.1. A maximum of 15 stalls will be permitted to operate at the market.
- 6.2. Council will provide each stallholder with a designated stall area, which will include space for one 3m x 3m marquee, up to 3 x trestle tables and up to 3 x chairs. **Stallholders are required to provide their own marquee, table and chairs.** Stallholders must also bring all additional styling equipment that they require to operate their stall.
- 6.3. Stallholders must keep their stalls clean, tidy, free from rubbish and other hazards and well presented at all times.
- 6.4. Stallholders are responsible for the removal and disposal of its rubbish and waste from the market. Stallholders must not use the public bins at the market to dispose of rubbish.
- 6.5. Stallholders must ensure that their stall does not exceed the boundaries of their designated stall area.
- 6.6. Stallholders must be courteous to members of the public, other stallholders and Council officers and contractors. Stallholders agree to conduct themselves in a manner that upholds Council's values and reflects prevailing community standards.

7. PRODUCTS

- 7.1. Stallholders must ensure that their products comply with Council's [Single Use Plastic Policy](#).
- 7.2. Stallholders warrant that their products do not infringe a third party's copyright or intellectual property rights.
- 7.3. Stallholders must ensure that they have sufficient product stock to sell on all market days.
- 7.4. Stallholders acknowledge and agree that they should not leave their products unattended. Stallholders further acknowledge and agree that any products left unattended are left entirely at their own risk.

8. FOOD AND DRINK

- 8.1. Where the stallholder's products include food and/or drinks, the stallholder must:
 - (a) ensure that only acceptable cold pre-packaged food and drinks can be sold such as Christmas biscuits, cakes etc;
 - (b) be registered with Foodtrader (foodtrader.vic.gov.au) and must:
 - (i) provide their registration details with their application; and
 - (ii) lodge a Statement of Trade with Council on Foodtrader at least 5 days prior to the market;
 - (c) provide a copy of their proposed menu with their application which clearly identifies the items that cater to dietary requirements or contain allergens;
 - (d) ensure their stall is equipped with:
 - (i) chemical sanitiser for cleaning all food contact surfaces, including equipment and utensils;
 - (ii) storage for all food products, including cold storage to prevent contamination; and
 - (iii) digital probe thermometer for any food stored under temperature control;
 - (e) where possible, use compostable or recyclable items to serve food and restrict the use of plastic and packaging to minimise waste.
- 8.2. Stallholders who have not registered with Foodtrader or submitted a Statement of Trade will not be permitted to operate at the market.

9. SALES

- 9.1. Stallholders are entirely responsible for the sale of their products at their stall and must provide their own battery powered EFTPOS or electronic payment system as required.
- 9.2. Stallholders must only sell the products specified in their application, or as advised by Council. The stallholder may only sell additional products with Council's prior approval.
- 9.3. Council reserves the right to require that certain items or products be removed from sale and/or display.
- 9.4. Stallholders must not conduct any lotteries, raffles or competitions without obtaining Council's prior written consent.

10. SIGNAGE

Stallholders must ensure that any signage displayed at their stall is not placed outside of their allocated stall area and must be sufficiently weighted. Council reserves the right to remove any signage that is outside of a stallholder's allocated stall area or is otherwise deemed inappropriate for display.

11. HEALTH AND SAFETY

- 11.1. Stallholders must comply with all laws, rules and regulations applicable to the stallholder, their stall and the Markets.
- 11.2. Stallholders must notify Council officers of any incident, accident, injury or damage that occurs at its stall or at the Markets, as soon as is reasonably possible in the circumstances.

12. PROMOTION

- 12.1. You acknowledge and agree that Council may use the information provided in your application to create a stallholder profile about you and your products, to be published on Council's website and social media pages for the purpose of promoting your stall at the Markets and/or the Markets generally.
- 12.2. Where you have provided details of your Facebook and/or Instagram account, you acknowledge and agree that Council may tag those account(s) in your stallholder profile and/or public posts on its social media pages in connection with your stall at the Markets and/or the Markets generally.
- 12.3. You warrant that the logo and/or photographs provided with your application (if any) do not infringe a third party's copyright or intellectual property rights, and you grant Council a perpetual, irrevocable, transferable and royalty-free licence to use and publish your logo and/or photographs (in whole or in part) in any forum or format for the purpose of promoting your stall at the Markets and/or the Markets generally.

13. MARKETING

- 13.1. You acknowledge and agree that Council may contact you for future market opportunities.

14. PHOTOGRAPHY

- 14.1. Stallholders must not photograph, film, live stream or otherwise record their stall or the Markets without obtaining Council's prior consent, such consent not to be unreasonably withheld.

14.2. Stallholders (including their staff, volunteers and contractors) acknowledge and agree that they may be photographed, filmed or otherwise recorded at the market and consent to Council's use or publication of photographs and/or recordings in any format whatsoever, acting in its sole discretion.

15. INSURANCE

- 15.1. Stallholders must hold and maintain public liability insurance in a minimum sum of \$10 million per single event and must provide a copy of their certificate of currency with their application and otherwise on Council's request.
- 15.2. Stallholders who sell beauty products, bath products and/or toys must hold and maintain product liability insurance in a minimum sum of \$10 million per single event and must provide a copy of their certificate of currency with their application and otherwise on Council's request.
- 15.3. Stallholders who do not provide Council with a copy of their certificate(s) of currency for the insurances referred to in clauses 14.1 and 14.2 will not be permitted to trade at the Markets.
- 15.4. Stallholders acknowledge and agree that they are responsible for insuring their own property and equipment (including products) and are responsible for maintaining appropriate insurances for their staff, volunteers and contractors.

16. DAMAGE AND THEFT

The stallholder is entirely responsible for any damage to or theft of its property resulting from or related to the use of its stall and the market. Stallholders acknowledge and agree that Council accepts no liability in this regard.

17. PRODUCT REPRESENTATIONS

Council accepts no liability for any representations made by the stallholder in relation to its products.

18. INDEMNITY

Stallholders release, hold harmless, indemnify and continue to indemnify Council, its Councillors, employees, agents and contractors against all claims arising in connection with a breach or purported breach of these terms and conditions, including, without limitation, any infringement or purported infringement of third party intellectual property rights.

19. NO RELATIONSHIP

Nothing in these terms and conditions or in the conduct of Council and the stallholder will create a relationship of agency, partnership, employer and employee or joint venture between the stallholder and Council.

20. NO REPRESENTATION

Council makes no representation as to the minimum level of sales or profitability the stallholder may enjoy at the market.

21. WITHDRAWAL AND CANCELLATION

- 21.1. Successful applicants may forfeit their Market day(s) by notifying Council by email to placemaking@wyndham.vic.gov.au.
- 21.2. Stallholders must trade at the Markets regardless of the weather conditions unless Council deems it unsafe to do so and notifies the stallholder accordingly.
- 21.3. Council reserves the right to change the Market's trading hours (including closing the Markets entirely). If Council makes such a change or amendment, Council accepts no liability for any costs incurred by the stallholder in anticipation of their participation in the Markets.

22. BREACH

If Council becomes aware of a breach of any of these terms and conditions which, in the reasonable opinion of Council, is not capable of remedy, the stallholder will not be permitted to trade, or continue to trade, at the Markets.

23. GENERAL

- 23.1. Stallholders must follow all reasonable directions of Council officers and contractors in connection with their stall and/or the Markets.
- 23.2. Council reserves the right to change or modify these terms and conditions at any time.