

VENDOR TERMS & CONDITIONS

EVENT	The Dark Market

IMPORTANT

These Vendor Terms & Conditions apply to every approved Vendor participating in The Dark Market. Food Vendors must also read, accept and comply with the separate The Dark Market Food Vendor Terms & Conditions.

By submitting an application, the Vendor acknowledges that they have read, understood and agree to be bound by these terms. A binding agreement is formed when the Organiser accepts the Vendor's application.

DEFINITIONS

For the purposes of these Terms and Conditions

Application means an application submitted to the Organiser to participate as a Vendor at the Event.

Event means The Dark Market conducted at various promoted locations and dates including any approved setup and pack down periods.

Organiser means The Dark Market, including its directors, employees, contractors, volunteers and authorised representatives.

Site means the allocated stall, stand, food truck space or other area assigned by the Organiser.

Vendor means the applicant, business or organisation accepted by the Organiser to participate in the Event, including the Vendor's employees, contractors, volunteers and representatives.

Venue means the promoted venue for each date and location, including all surrounding areas approved for use by the Organiser.

OHS means occupational health and safety legislation applicable within Victoria.

ACCEPTANCE OF APPLICATIONS & PAYMENT

Application Process

Submission of an application does not guarantee acceptance into the Event.

The Organiser reserves the absolute discretion to

- accept or reject any application
- limit the number of vendors within any product category
- determine stall locations
- refuse applications that are inconsistent with the objectives, presentation or reputation of the Event

The Organiser is not required to provide reasons for declining an application.

Application Submission Requirements

Applications must include all the following information and supporting documents

- a completed application form containing accurate business and contact details
- clear, high quality photographs that accurately represent the products, artwork, services or other work proposed for the Event
- clear photographs of the Vendor’s proposed stall presentation or a previous stall setup
- URLs for the Vendor’s current website and any relevant social media accounts
- a copy of the Vendor’s current Certificate of Currency for Public Liability Insurance, showing cover of at least $10 million for any one occurrence, or any higher amount required by the Venue or Organiser, and

Applications that are incomplete, contain unclear or poor quality images, omit required URLs, or do not include the requested documents may not be assessed and may be declined.

The Organiser may request further information, updated documents or additional evidence at any time during the application process. Working with Children Check information will be collected only for screening, compliance and Event safety purposes and handled in accordance with applicable privacy laws.

Acceptance
Successful applicants will receive written confirmation of acceptance.
Acceptance remains conditional upon the Vendor providing all requested documentation and paying the applicable Vendor fees.

Vendor Fees
Vendor fees are determined by the Site allocated and may vary depending on stall size, power requirements or other approved services.
Unless otherwise agreed in writing.
Prices below are GST exclusive
Indoor
- Standard Stall (1.9m frontage) $140
- Half Standard (1m frontage) $75
- Double Stall (3.8m frontage) $270

Outdoor
- 2m frontage $140
- 3m frontage - Food or Coffee Van $150
- 6m frontage or food truck $280

Additional fees may apply for larger Sites.

All displays, stock, equipment, signage, tables, chairs and promotional material must remain entirely within the allocated Site.

Payment
Full payment must be received within two (2) business days of acceptance unless otherwise agreed by the Organiser.
Failure to make payment within the required timeframe may result in the Site being offered to another applicant.
Participation is not confirmed until payment has been received.

Refunds Following Vendor Withdrawal
Vendor fees are non-refundable.
Where a Vendor withdraws from the Event for any reason, no refund will be payable unless
- the Organiser agrees otherwise in writing or
- a replacement Vendor is secured by the Organiser at least thirty (30) days before the Event.

Any approved refund remains entirely at the Organiser's discretion.

STALL ALLOCATION & SITE REQUIREMENTS

Allocation of Sites
The Organiser will allocate Sites according to operational requirements and the overall layout of the Event.
Vendor preferences may be considered but cannot be guaranteed.

Right to Relocate
The Organiser reserves the right to relocate any Vendor before or during the Event where reasonably necessary for
- operational requirements
- emergency access

- crowd management
- health and safety
- changes to the Event layout

Relocation will not entitle the Vendor to compensation or a refund.

Equipment

Unless otherwise advised, Vendors must supply their own

- tables
- chairs
- power leads

Venue Protection

The Vendor must not

- nail, screw or fix items into any venue surface
- use adhesives, tape, Blu Tack, glue or similar products on walls, floors or fixtures
- damage or alter any part of the Venue.

Powered Sites

Power is only available to Vendors who have specifically requested and been allocated a powered Site.

The Organiser reserves the right to disconnect any equipment considered unsafe. All electrical equipment must

- be tested and tagged
- comply with Australian Standards
- be suitable for commercial use

Stall Sharing

Stall sharing is not permitted unless approved in writing by the Organiser. Each participating business must submit its own application.

Exclusive Products

Acceptance into the Event does not provide exclusivity for any product or service unless expressly agreed in writing by the Organiser.

The Organiser reserves the right to accept multiple Vendors selling similar products.

Bump In, Trading & Bump Out

Vendors must be fully set up and ready to trade by 9:45 am on the day of the Event. Vendors must not begin packing down prior to 3:00 pm on the day of the Event, unless otherwise directed by the Organiser.

The Organiser will provide Vendors with an Event Information Pack prior to the Event outlining bump in times, vehicle access, parking arrangements, trading hours and bump out procedures.

Vendors must comply with the times and procedures specified in the Event Information Pack and any lawful directions issued by the Organiser.

SUSTAINABILITY & ENVIRONMENTAL RESPONSIBILITY

The Organiser is committed to reducing the environmental impact of the Event. Vendors must cooperate with the Organiser's sustainability measures and take reasonable steps to minimise waste, resource consumption and pollution arising from their participation.

Sustainable & Ethical Stall Operations

- Ingredients and materials must be ethically and sustainably sourced wherever reasonably practicable, with vendors expected to understand the origin of key materials used in their products.
- No unsustainably sourced palm oil or ingredients containing palm oil from unverified sources
- No products derived from threatened, endangered or illegally traded wildlife, including feathers, shells, coral, ivory, bone, fur, skins or other animal materials where their legal and ethical provenance cannot be demonstrated
- Natural-history specimens, bones, taxidermy and preserved specimens must be legally and ethically sourced, with evidence of provenance available on request
- Timber, paper and botanical materials should preferably be recycled, reclaimed or responsibly sourced (such as FSC-certified products) where available
- Avoid single-use plastics, excessive packaging, glitter/microplastics and non-recyclable decorative packaging wherever practical
- Preference should be given to reusable, recyclable, compostable, reclaimed, upcycled or locally sourced materials
- Vendors must not knowingly sell products manufactured through exploitative or unethical labour practices
- Sustainability or ethical claims such as “biodegradable,” “eco-friendly,” “cruelty-free” or “sustainably sourced” must be accurate and able to be substantiated
- Vendors should minimise waste generated during the event and remove or correctly dispose of their own materials at the conclusion of trade

Single Use Items & Packaging

Vendors must comply with all Victorian restrictions on banned single use plastics. Polystyrene packaging, plastic straws, plastic cutlery, plastic plates, plastic drink stirrers and other prohibited single use items must not be supplied or used at the Event.

The Organiser may prohibit additional materials or require Vendors to use specified reusable, recyclable or compostable alternatives where reasonably necessary to meet Event or Venue sustainability requirements.

Waste Separation & Removal

Vendors must

- separate general waste, recycling, organics and other waste streams in accordance with the Event Information Pack and Venue signage
- flatten and consolidate cardboard and packaging before disposal
- prevent litter, liquids, oil, chemicals or waste from entering drains, gardens or public areas
- remove all stall generated waste from the Venue where directed by the Organiser and
- leave the Site clean and free from stock, packaging, decorations, cable ties, tape and other materials after packing down

Responsible Environmental Claims

Any environmental or sustainability claim made about a product, material, packaging or business practice must be accurate, able to be substantiated and compliant with Australian Consumer Law. Vendors must not use misleading terms or imagery that may falsely suggest that a product is recyclable, compostable, biodegradable, ethical or environmentally beneficial.

Compliance
The Organiser may direct a Vendor to remove prohibited materials, improve waste management practices or rectify conduct that creates an environmental or cleanliness risk. Failure to comply with a reasonable direction may result in suspension of trading or removal from the Event without refund.

VENDOR CONDUCT
The Dark Market is committed to providing a safe, welcoming and inclusive environment for all attendees, exhibitors, volunteers, performers and contractors.
All Vendors must conduct themselves professionally at all times.

Professional Behaviour
Vendors must

- behave respectfully towards attendees, neighbouring Vendors, volunteers, contractors and Event staff
- present themselves and their Site in a professional manner
- maintain a courteous and helpful attitude towards members of the public
- avoid behaviour likely to damage the reputation of the Event

Alcohol and Drugs
Vendors, their staff and representatives must not

- attend the Event while under the influence of alcohol or illegal drugs
- consume alcohol while operating their Site
- possess or use illegal substances at the Venue

The Organiser may immediately remove any person believed to be impaired.

Harassment and Discrimination
The Event has zero tolerance for

- harassment
- bullying
- intimidation
- abusive language
- threatening behaviour
- discrimination
- sexual harassment
- violence

Any Vendor engaging in such conduct may be immediately removed from the Event without refund.

Compliance with Directions
Vendors must immediately comply with all reasonable lawful directions issued by

- the Organiser
- Event staff
- Venue management
- security personnel
- emergency services in the event of an emergency
- any authorised government agency

Failure to comply may result in immediate removal from the Event.

Presentation of Site

Vendors must ensure their Site remains

- clean
- tidy
- safe
- visually appealing
- free from any damage
- consistent with the theme of the Event

The Organiser may request reasonable improvements to the presentation of any Site.

Noise Restrictions

Without prior written approval, Vendors must not

- operate amplified music
- use loudspeakers
- conduct public announcements
- operate generators
- use equipment creating excessive noise

Where approval has been granted, noise levels must remain at a volume acceptable to the Organiser.

Smoking and Vaping

Smoking and vaping are prohibited inside the Venue.

Vendors are responsible for ensuring their staff comply with all applicable smoking legislation.

Children at Vendor Sites

Children accompanying Vendors remain the sole responsibility of the Vendor.

Children must be supervised at all times and must not interfere with pedestrian access, emergency exits or Event operations.

Promotional Activities

Vendors may promote only their own approved business and products. Vendors must not

- distribute material for another business
- conduct political campaigning
- solicit donations without approval
- undertake fundraising unrelated to the approved application

Dress Standards

Vendors and staff are encouraged to dress in costumes or themed attire appropriate to the Event.

Costumes must remain family friendly and must not contain offensive, discriminatory or excessively graphic content.

The Organiser reserves the right to require inappropriate costumes or promotional material to be removed.

GENERAL VENDOR OBLIGATIONS

Compliance with Laws

Vendors must comply with all applicable Commonwealth, State and Local Government legislation including, but not limited to

- Australian Consumer Law
- Occupational Health and Safety legislation
- Electrical safety requirements
- Fire safety requirements
- Environmental laws

Genuine Products

Vendors must not sell or display

- counterfeit goods
- copied merchandise
- pirated products
- unlicensed reproductions
- illegal goods

Where licensed products are sold, Vendors must hold all necessary rights or licence.

AI Generated Products

The Organiser reserves the right to decline or remove Vendors whose products consist primarily of AI generated artwork or content where such products are inconsistent with the objectives of the Event,

Where AI assisted products are approved, Vendors must accurately represent the nature of those products to consumers.

Product Safety

Vendors warrant that all products offered for sale

- comply with applicable Australian laws
- are safe for their intended use
- are free from known defects
- comply with all product safety requirements

Pricing

Prices displayed at the Site must

- be clear and accurate
- comply with Australian Consumer Law

Misleading pricing practices are prohibited.

First Aid

The Vendor acknowledges that first aid services may be available during the Event.

The Vendor remains responsible for ensuring that members of their own stall receive appropriate medical treatment where required.

Responsibility of Property

Vendors are solely responsible for their stock, cash, EFTPOS equipment, displays, vehicles, personal belongings, business interruption and loss of income. The Organiser does not provide insurance for these risks and, to the extent permitted by law, accepts no responsibility for associated theft, damage or loss. Vendors are encouraged to obtain appropriate insurance. The Organiser accepts no responsibility for theft, damage or loss.

Photography & Media Consent

The Organiser, its photographers and authorised media representatives may photograph or film the Event, including Vendor Sites, displays, products and staff.

By participating in the Event, the Vendor grants the Organiser a nonexclusive, royalty free license to use such images and recordings for promotional, educational and marketing purposes in any media, without further consent or payment.
Where reasonably practicable, the Organiser will not use images in a manner that is misleading or defamatory.

Intellectual Property

All intellectual property belonging to the Vendor remains the property of the Vendor.
By participating in the Event, the Vendor grants the Organiser a nonexclusive, royalty free license to use

- the Vendor's business name
- logo
- photographs of the Vendor's Site
- approved promotional material

for the purpose of promoting The Dark Market before, during and after the Event.

Compliance with Venue Rules

Vendors must comply with all requirements imposed by

- the Venue and Venue management
- emergency services
- insurance providers
- the Organiser

Any additional Venue requirements communicated before or during the Event automatically form part of these Terms and Conditions.

Damage, Cleaning & Remediation

Where the Organiser reasonably determines that a Vendor has

- damaged the Venue
- damaged Event equipment
- caused excessive cleaning requirements
- failed to remove rubbish
- left grease, oil or wastewater
- failed to restore their Site to a satisfactory condition

the Vendor agrees to reimburse the Organiser for all reasonable costs incurred,
The Organiser may issue an invoice following the Event.

HAZARDOUS MATERIALS, PROHIBITED ITEMS AND IGNITION SOURCES

The safety of patrons, vendors, performers, staff and the Venue is paramount. Vendors must not bring hazardous, flammable, explosive or otherwise dangerous substances or equipment onto the Venue unless their use has been specifically approved by the Organiser and Venue management.

Hazardous Chemicals

Hazardous chemicals may only be brought onto the Venue where

- they are reasonably required for an approved business or operational purpose;
- the Organiser has been notified of their intended use where required
- they are appropriately labelled, handled and stored
- quantities are limited to the minimum reasonably required, and
- their transport, storage and use comply with applicable legislation, regulations and Venue requirements

Current Safety Data Sheets (SDS) must be available for applicable hazardous chemicals and provided to the Organiser or Venue upon request.

Gas Cylinders and LPG

Gas cylinders, LPG bottles and gas-powered appliances are prohibited unless specifically approved by the Organiser and Venue.
Where approved for food vendors or food trucks, cylinders and associated equipment must be appropriately secured, maintained, certified where required and used in accordance with applicable safety requirements and Venue conditions.
Flames, Heat and Ignition Sources
Unless expressly approved in writing by the Organiser and Venue, the following are prohibited

- naked or open flames
- lit candles, including candles used solely for display or decoration
- incense, oil burners and similar burning products
- fire pits, braziers and portable heaters with exposed flames
- fireworks, pyrotechnics, sparklers and other explosive or incendiary devices
- smoke bombs, flares or similar devices
- flame effects or fire-performance equipment; and
- any other equipment or activity that creates an uncontrolled flame, excessive heat, sparks or an ignition risk

Battery-operated candles and similar flameless alternatives are encouraged for decorative displays.

Smoke, Fog and Atmospheric Effects

Smoke machines, fog machines, haze machines, dry ice effects and other atmospheric or special effects must not be operated without prior approval from the Organiser and Venue. Approval may be subject to fire detection systems, ventilation requirements and other Venue conditions.

Other Restricted Items

The following must not be brought onto or used within the Event without prior written approval

- fuels, accelerants or other highly flammable liquids
- explosives or explosive materials
- compressed gases
- generators
- high-powered heating or cooking equipment
- unapproved electrical equipment, damaged electrical leads or equipment that does not meet applicable electrical safety requirements
- weapons or items intended to be used as weapons
- realistic imitation weapons or props that may reasonably be mistaken for a weapon
- lasers or high-powered lighting effects
- substances producing hazardous fumes, vapours, dust or excessive odour; and
- any item, substance, equipment or activity that the Organiser or Venue reasonably considers may create a risk to people, property or the safe operation

of the Event

The Organiser and Venue reserve the right to inspect, restrict, disconnect or require the removal of any equipment, material or item considered unsafe, non-compliant or inconsistent with Venue requirements.

INSURANCE

Each Vendor is responsible for ensuring they hold appropriate insurance for the nature of their business and participation in the Event.
Participation in the Event is conditional upon the Vendor providing satisfactory evidence of insurance upon request.

Public Liability Insurance

Every Vendor must hold current Public Liability Insurance with a minimum cover of $10 million for any one occurrence, or such higher amount as may be required by the Venue, Organiser or applicable legislation.
A current Certificate of Currency must be submitted with the Vendor's application and remain valid for the duration of the Event, including all approved bump-in/bump-out periods. The Organiser may request updated evidence at any time.
The Organiser reserves the right to refuse participation where satisfactory evidence of insurance has not been provided.

COMMERCIAL RISK

Commercial Risk and No Guarantee of Trade

Participation in the Event is a commercial decision made entirely at the Vendor's own risk. The Vendor is responsible for assessing whether participation is commercially suitable for their business.
The Organiser makes no representation, warranty or guarantee regarding

- attendance numbers
- visitor demographics
- weather conditions
- customer spending
- foot traffic
- sales, or
- profitability

The Organiser does not guarantee that participation will result in any particular financial outcome.

Suspension, Interruption or Failure to Trade

The Organiser may suspend, interrupt or restrict trading where reasonably necessary to protect public safety, respond to an emergency, comply with a lawful direction or preserve the integrity of the Venue or Event.
To the fullest extent permitted by law, the Organiser is not responsible for any loss arising from:

- reduced attendance
- adverse weather
- temporary Venue closures
- interruptions to electricity, water, internet, EFTPOS connectivity or other utilities

- emergency incidents
- restricted access to the Event or Venue
- circumstances affecting customer access, or
- any temporary suspension, interruption or failure to trade

Participation remains at the Vendor's commercial risk, and no compensation will be payable for any temporary suspension or interruption of trading.

Force Majeure

The Organiser is not liable for any delay, interruption, postponement, cancellation or alteration of the Event arising from circumstances beyond its reasonable control.
These circumstances include, but are not limited to

- severe weather, storms, or flooding
- fire
- power outages or failure of essential services
- pandemic or epidemic
- public health directions
- industrial action
- civil disturbance
- terrorism
- government restrictions or lawful directions
- damage to or closure of the Venue, or
- any other event or circumstance that makes the Event unsafe, impracticable or impossible to conduct as planned

Cancellation, Postponement or Significant Alteration

Where the Event is cancelled, postponed or significantly altered because of Force Majeure or another circumstance beyond the Organiser's reasonable control, the Organiser will not be liable, to the fullest extent permitted by law, for

- loss of profits
- loss of income or anticipated sales
- travel or accommodation expenses
- wages or staffing costs
- stock losses
- business interruption
- indirect loss, or
- consequential loss

Any refund, partial refund or credit of Vendor Fees will be determined in accordance with the Refunds provisions of these Terms and Conditions and any rights that cannot lawfully be excluded.

Event Promotion

The Organiser will make reasonable efforts to promote the Event through marketing, advertising, social media and other promotional activities.
However, the extent and effectiveness of any promotional activities remain entirely within the Organiser's discretion.
Vendors are encouraged to promote their participation through their own marketing channels. Where official Event branding, logos or promotional material are used, Vendors must use only material approved or supplied by the Organiser.
Event branding must not be altered without prior written consent.

Organiser Decisions
The Organiser's decisions regarding
- Site allocation
- operational matters
- safety requirements
- Event management are final

Event Changes
The Organiser will use reasonable efforts to conduct the Event as advertised.
However, circumstances beyond the Organiser's reasonable control may require changes.

Changes to the Event
The Organiser reserves the right to
- amend trading hours
- alter the Event layout
- relocate Vendors
- modify entertainment
- adjust access arrangements
- amend operational procedures where reasonably necessary.

Cancellation
Where the Event is cancelled due to Force Majeure or circumstances beyond the Organiser's reasonable control, the Organiser will not be liable for
- loss of profits
- loss of income
- travel expenses
- accommodation costs
- wages
- stock losses
- consequential loss
- indirect loss

Refunds Following Event Cancellation or Changes
Where the Event is cancelled, postponed or significantly altered, any refund, partial refund or credit will be entirely at the Organiser's discretion unless otherwise required by law.

Suspension or Failure to Trade
The Organiser is not responsible for losses resulting from
- reduced attendance
- adverse weather
- temporary Venue closures
- interruptions to utilities
- emergency incidents
- circumstances affecting customer access

Participation remains at the Vendor's commercial risk.

Assumption of Risk
Participation in the Event is voluntary. Each Vendor acknowledges that participation in a public Event involves inherent risks that cannot be completely eliminated.
By participating in the Event, the Vendor voluntarily assumes those risks and accepts responsibility for its own safety, the safety of its personnel and the security of its property.

Responsibility for Products
The Vendor remains solely responsible for products, demonstrations and services.

Safe Operation
The Vendor must take all reasonable precautions to ensure that its Site is maintained in a safe condition throughout the Event.
Hazards must be addressed immediately.
Where a hazard cannot immediately be rectified, the Vendor must notify the Organiser without delay.

INDEMNITY
To the fullest extent permitted by law, the Vendor indemnifies and holds harmless the Organiser against all claims, demands, actions, proceedings, liabilities, losses, damages, costs and expenses arising out of or in connection with the Vendor's participation in the Event, except to the extent that such loss is caused by the negligence or wilful misconduct of the Organiser.

Legal Costs
The Vendor agrees to indemnify the Organiser for all reasonable legal costs and expenses incurred in defending or responding to claims arising from the Vendor's participation in the Event where the Vendor is legally responsible for those claims.

Continuing Obligation
This indemnity survives
- completion of the Event
- cancellation of participation
- termination of these Terms and Conditions.

Australian Consumer Law
Nothing in these Terms and Conditions excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law.
Where liability cannot be excluded but may be limited, the Organiser's liability is limited to the maximum extent permitted by law.

Release
To the fullest extent permitted by law, the Vendor releases the Organiser, its officers, employees, volunteers, contractors and agents from all claims, demands, actions, liabilities, losses, damages, costs and expenses arising from or in connection with the Vendor's participation in the Event,
including any injury, death, loss or damage to persons or property caused or contributed to by the Vendor or by the acts or omissions of the Vendor's employees, contractors, volunteers, suppliers, agents or representatives.

Mitigation of Loss
The Vendor agrees to take reasonable steps to minimise any loss or damage suffered in connection with the Event.
Failure to mitigate loss may reduce any entitlement otherwise available under law.

Amendments

The Organiser may amend these Terms and Conditions where reasonably necessary.
Any material amendments will be communicated to affected Vendors as soon as practicable. Continued participation in the Event after notification constitutes acceptance of those amendments.

Governing Law

These Terms and Conditions are governed by the laws of the State of Victoria.
The parties submit to the exclusive jurisdiction of the courts of Victoria and any courts entitled to hear appeals from those courts.

Privacy

The Organiser will collect, use and store personal information provided by Vendors for purposes including

- assessing applications
- administering the Event
- communicating with Vendors
- complying with legal obligations
- promoting future Events.

Information will be handled in accordance with applicable Australian privacy laws.

Relationship of the Parties

Nothing in these Terms and Conditions creates

- a partnership
- joint venture
- employment relationship or
- agency relationship between the Organiser and the Vendor.

The Vendor participates in the Event as an independent business.