

Crab Fest 2027 Market & Interactive Experience Stallholder

Terms and Conditions

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Welcome

Thank you for your interest in being a Stallholder at the 2027 Mandurah Crab Fest.

Event Times:

Saturday 13 March 2027

10:00am – 9:00pm

Sunday 14 March 2027

10:00am – 5:00pm

We suggest you have the following information prepared before starting the online application:

- A comprehensive list of products or activity, including pricing
- Understanding of all power and equipment requirements
- A copy of your public liability insurance (minimum \$20 million)
- A copy of your product liability insurance (minimum \$10 million)
- A copy of your worker's compensation insurance or volunteer insurance and personal accident/injury insurance (if applicable)
- Read and understand the [WA Plastics Ban Guidelines](#) [WA Plastics Ban Stage 2](#)
- Read and understand the City's Guidelines for [Creating an Accessible Event](#)

Selection Criteria

Crab Fest market, workshop and general stallholders will be assessed based on the following selection criteria:

Criteria	Description
Local Content	Ability to demonstrate use of local (Peel region) businesses, including but not limited to: - Demonstrates partnership(s) with local producers - Demonstrates partnership(s) with local event hire, packaging, equipment suppliers - Employs local staff within the Peel region - Operates business within the Peel region
Innovation & Quality of Product	New and innovative product concepts in line with event theme: - Original, creative and innovative products focusing on a sale of unique, hand-made and premium products(s) - Suitability of product for the target market (foodies / outdoor adventurer / families), including a product within price range <\$20.
Experience	Experience operating at major events, including the provision of two references within the past 3 years.
Sustainability & Environmental Reduction	Ability to demonstrate a commitment to sustainable environmental practices: - Sourcing and supplying eco friendly food and products, (example: seafood from sustainable sources and fair-trade-certified products) - Follow the WA Plan for Plastics guidelines, as set out by the WA Department of Water and Environmental Regulation - Commitment to reduce/reuse/recycle through unique environmental methods

Applications close on 30 September 2026. Please allow yourself enough time to complete this process.



Terms and Conditions

The following Terms and Conditions shall apply between the City of Mandurah ('the City'), a body corporate pursuant to the *Local Government Act 1995* and the market/ workshop/ or general stallholder ('Stallholder') applying and subsequently approved by the City to participate in the Mandurah Crab Fest ('Event'). The stallholder, by submitting an electronic application, agrees to the terms and conditions as stated below. Headings are for convenience only and do not affect interpretation.

1. APPLICATION TERMS AND CONDITIONS

- 1.1. Appointment of Stallholders is at the sole discretion of the City. All decisions of the City will be final and no correspondence shall be entered into.
- 1.2. Stallholders are only permitted to sell products which have been stated on the application form. All products, with pricing, to be sold must be listed within the Stallholder application, to assist with accurate assessment of each application.
- 1.3. The Stallholder must provide certificate of currencies, valid for the Event duration, covering Public Liability Insurance, Product Liability Insurance and Workers Compensation Insurance (as applicable) Personal Accident Insurance (if applicable) and Volunteer Insurance (if applicable) with the application (refer Clause 2.8 Insurance). In the absence of certificate/s being provided, the City may, at its absolute discretion, refuse the application.
- 1.4. Successful Stallholders will be advised in writing by the City.
- 1.5. A security bond will be payable to the City upon written acceptance of the application. Security deposits will be held by the City to cover the City in the risk of any damage to the site and hiring of equipment within the Event (refer to the City's Schedule of Fees and Charges).
- 1.6. Stallholders will only be secured upon signing and paying their stallholder fee and returning their letter of offer. The City will issue an invoice to the successful Stallholder for full payment of the Stallholder site fee, infrastructure and power including bond, within 30 days. If full payment, including bond, is not received within 30 days from the date the invoice is issued, the stall site will be re-offered to interested parties.

☐ I acknowledge that I have read and understood the Terms and Conditions relating to application terms and conditions

2. GENERAL TERMS AND CONDITIONS

2.1. Cancellations

- 2.1.1. The Stallholder may, in writing, cancel participation in the Event. Written notification of cancellation must be received by the City.
- 2.1.2. Cancellation notification received before the City has issued the invoice for the payment of the Stallholder fee, will not attract an administration fee or cancellation fee.
- 2.1.3. Cancellation notification received after the City has issued the invoice for the payment of the Stallholder fee, but before the date payment is due, will attract an administration fee of \$150.00.
- 2.1.4. Cancellation notification received after the due date for payment of the Stallholder fee, will attract a cancellation fee equal to 50% of the total invoice. If the Stallholder invoice has been paid in full by this date, the City will refund 50% of the Stallholder fee to the Stallholder.



2.1.5. If no cancellation notification is received by the City, and the Stallholder fails to appear at the Event, the City will not be required to refund any monies paid to the City, including the Stallholder fee and any other fees paid in relation to the stall.

2.1.6. The City will not be required to refund any monies paid to the City by the Stallholder, including the Stallholder fee and any other fees paid in relation to the stall, due to a cancellation under Clause 2.3.

☐ I acknowledge that I have read and understood the Terms and Conditions relating to cancellations

2.2. Event Sites

2.2.1. Site allocation decisions are at the sole discretion of the City.

2.2.2. Site allocation is determined by considering appropriate grouping of Stallholders such as theme areas and power requirements.

2.2.3. Stallholders accept the allocated site on an 'as is' basis.

2.2.4. The City reserves the right to change the location of a Stallholder at any time.

2.2.5. Stallholders are not permitted to share, sub-lease or assign allocated site/s without prior written approval of the City.

2.2.6. Stallholders must ensure the designated site remains untouched, unmodified, and in good condition, this includes, but is not limited to, not permitting drilled holes in concrete.

2.2.7. Site sizes are approximate. If your stall requires specific measurements, please advise the City's Events Team at least 2 months prior to the Event.

2.2.8 All stock must be stored within the marquee and kept away under tables to ensure no trip hazards.

☐ I acknowledge that I have read and understood the Terms and Conditions relating to Event sites

2.3. Force Majeure and City Cancellations

2.3.1. The City reserves the right to cancel or suspend the Event if it is in the public interest to do so following an incident or occurrence beyond the City's control and where continuation of the Event is advised against by relevant authorities or by the City's reasonable determination.

2.3.2. The Stallholder will not hold the City liable for any failure or delay in the City staging the Event where such failure or delay is due to causes beyond the City's reasonable control, or due to a decision to cancel or suspend the Event under clause 2.3.1.

2.3.3. Where the City is unable, by reason of a Force Majeure event as described in 2.3.6, to deliver the Event it will at any time give notice to the Stallholder setting out the details of such Force Majeure, as soon as practicable. Obligations affected by the Force Majeure, will be suspended during, but not longer than the continuance of the Force Majeure.

2.3.4. The City will take all steps and use all reasonable diligence to remove the Force Majeure as quickly as practicable but this does not require the City to settle any strike, or other labour difficulty on terms not reasonably acceptable to them.

2.3.5. If the Event or parts thereof are prevented, rendered impossible or unfeasible by reason of Force Majeure or by reason of following a State or Federal government direction or a decision made under 2.3.1, it is understood and agreed that there shall be no claim for damages by either party and obligations herein shall be deemed waived.



2.3.6. Force Majeure in these terms and conditions includes, but is not limited to,:

- a) A war, whether declared or undeclared, revolution or act of public enemies;
- b) Riot or civil commotion;
- c) Strike, stoppage, ban, limitation on work or restraint of labour;
- d) Act of God, including an epidemic or pandemic;
- e) Acts or threats of terrorism;
- f) Fire, flood, storm, tempest or washaway;
- g) Act or restraint of any governmental or semi-governmental or other public or statutory authority;
- h) Failure of the electricity supply caused by events beyond the control of the City;

☐ I acknowledge that I have read and understood the Terms and Conditions relating to force majeure and City cancellations.

2.4. General

2.4.1. The Stallholder accepts that the City cannot guarantee any returns, financial or otherwise, for participation in the Event.

2.4.2. The Stallholder agrees to comply with all relevant Federal and State legislation and requirements and in particular the following:

- a) Appropriate licences are to be held by the Stallholder
- b) Compliance with Health Regulations.
- c) Approval must be obtained for the sale of food or other consumable items (fees may apply).
- d) Stallholders are responsible for ensuring all power cords used are appropriately tagged by a qualified electrician (with no less than 6 months validity) in accordance with the Electricity (Licensing) Regulations 1991.

☐ I acknowledge that I have read and understood the Terms and Conditions relating to general

2.5. Governing Law

2.5.1. The Stallholder agrees that the Terms and Conditions are governed by the laws of the State of Western Australia.

2.5.2. The Stallholder submits to the jurisdiction of the Courts exercising jurisdiction in Western Australia, and any Court that may hear appeals from any of those Courts, for any proceedings in connection with this agreement and terms and conditions and waives any right it might have to claim that those Courts are an inconvenient forum.

☐ I acknowledge that I have read and understood the Terms and Conditions relating to governing law

2.6. Health and Safety

2.6.1. Stallholders must comply with all Workplace Health and Safety requirements, statutory or otherwise, and may be required to sign a safety checklist following an inspection by City officers.

2.6.2. The City's Environmental Health Team has the right to reject any application at any time, which may occur after Stallholder fees are payable.



2.6.3. Stallholders are responsible for compliance with Health and Liquor Licensing Regulations (where applicable).

2.6.4. Stallholders must obtain approval for the sale of food, or other consumable items, for the Event duration (fees may apply), where applicable.

2.6.5. Stallholders are responsible for obtaining applicable approvals and/or licences to operate during the Event.

2.6.6. Stallholders are responsible for ensuring electrical cables are not accessible to the general public. Where this cannot be avoided cables are to be buried or suspended to ensure they remain out of reach to members of the public.

2.6.7 Stallholders must comply with any guidelines or directions from the Department of Health of the State Government that may apply at the time of the Event.

☐ I acknowledge that I have read and understood the Terms and Conditions relating to health and safety

2.7. Indemnity

2.7.1. The Stallholder shall keep the City indemnified in full against all costs, expenses, damages and losses (whether direct or indirect) including any interest, penalties, legal and other professional fees and expenses awarded against or incurred by the City as a result of, or in connection with, any claim made against the City for actual or alleged infringement of a third party's intellectual property rights or product issues arising out of, or in connection with, the sale of goods by the Stallholder at the Event.

☐ I acknowledge that I have read and understood the Terms and Conditions relating to indemnity

2.8. Insurance

2.8.1. Stallholders will be responsible for all property and items within their designated site and must ensure all items sold are fit for purpose.

2.8.2. Stallholders must hold Product Liability Insurance for an amount not less than \$10 million indemnifying the City from issues arising from products provided by the Stallholder.

2.8.3. Stallholders must hold Public Liability Insurance for an amount not less than \$20 million for any one event; covering against any occurrence attributable to the activities of any persons for whom they are directly responsible and for injury to any other persons.

2.8.4. A Stallholder must hold Motor Vehicle Insurance for an amount not less than \$20 million for any one event, if applicable.

2.8.5. A Stallholder must hold Workers' Compensation Insurance to cover any persons employed to work at the Stallholder's stall during the Event.

2.8.6. A Stallholder must hold Volunteer Accident Insurance to cover any persons involved in managing the stall, who are not employed by the Stallholder.

2.8.7. Stallholders are responsible for insurance of property within their stall and releases the City of any liability for items belonging to the Stallholder.

2.8.8. The Stallholder agrees not to do, or allow anything to be done, that would invalidate any insurance policy held by the City or the Stallholder.

2.8.9. The City will not be liable for any costs or lost revenue incurred by the Stallholders as a result of a partial or full Event cancellation. The Stallholder is responsible for its own insurance to cover losses against such rare occurrences.



2.8.10. The City uses multiple sources of power at events including fixed and generator power. The City will have an electrician on site for all electrical installations, however, it is the responsibility of the Stallholder to hold adequate fusion insurance to ensure the Stallholder's equipment is covered for the duration of the Event.

☐ I acknowledge that I have read and understood the Terms and Conditions relating to insurance

2.9. Language and Conduct

2.9.1. Stallholders must ensure all attendants and employees dress in a manner suitable for a family-friendly event and not use inappropriate or unacceptable language.

2.9.2. Stallholders must ensure behaviour at all times is commensurate with a family-friendly event and have regard to the anticipated audience.

2.9.3. The Event is a smoke-free event and alcohol-free outside of licenced areas. Smoking is not permitted within the Event footprint. This applies to bump in and pack down and outside operating hours also.

2.9.4. Dogs and pets are not permitted within the Event footprint, this includes within your allocated van site or stall area.

2.9.5. The City reserves the right to terminate the Stallholder's participation in the Event and may require the Stallholder to leave the Event immediately if a breach of Clause 2.9 is deemed to have occurred.

☐ I acknowledge that I have read and understood the terms and conditions relating to language and conduct

2.10. Termination

2.10.1. In the event that a Stallholder, Stallholder's agent, or Stallholder's representative breaches the terms and conditions herein contained, the City reserves the right to:

- a) terminate the Stallholder's participation in the Event forthwith;
- b) require the Stallholder to leave the Event immediately; and
- c) require the Stallholder to remove its equipment, products and services immediately.

2.10.2. The Stallholder agrees that the City will be entitled to remove the Stallholder's products from the allocated site upon termination, at the Stallholder's expense, if the Stallholder does not remove such products when required by the City.

2.10.3. Where a Stallholder is in breach of any clause which has obligations in relation to safety or standards of behaviour, the City is entitled to terminate the Stallholder's participation in the Event upon evidence of a breach (whether subsequently proven or not). The Stallholder must leave the site immediately and shall remove their equipment as soon as possible. The City shall be entitled to remove the Stallholder's equipment if the Stallholder fails to do so at the Stallholder's expense.

☐ I acknowledge that I have read and understood the terms and conditions relating to termination

2.11. Warranty

2.11.1. The Stallholder warrants that in respect of all goods and materials available for sale and sold by the Stallholder at the Event, that the Stallholder has title to all such items and has full and unrestricted rights to sell such items at the Event.



☐ I acknowledge that I have read and understood the terms and conditions relating to warranty

2.12. Severability

2.12.1. The Stallholder accepts that if any of these terms and conditions for any reason becomes invalid or unenforceable, the remainder continue to be valid and enforceable and the invalid or unenforceable terms and conditions are capable of being severed without affecting the remainder.

☐ I acknowledge that I have read and understood the terms and conditions relating to severability

3. EVENT TERMS AND CONDITIONS

3.1. Equipment

3.1.1. All stall equipment must remain within the confines of the stall site. For the safety of others, public access ways must remain clear at all times.

3.1.2. Stallholders supplying their own stall equipment must ensure the equipment is erected securely, maintained and appropriately weighed down at all times, so as not to endanger any person or thing.

3.1.3. All equipment must be fit for purpose and regularly maintained. The City makes no warranty, to the extent permissible by law, in relation to the condition of any stall equipment, if provided to a Stallholder, and will not be responsible for any loss or damage caused by any malfunction of the stall equipment and/or power.

3.1.4. All equipment hired from the City is to be signed out/in from a designated area. The Stallholder agrees to return the hired equipment in the same condition upon sign out. Pre-event damage or defects to issued hire equipment detected by the Stallholder must be brought to the attention of the equipment distribution officer prior to the commencement of the Event. It is the Stallholder's responsibility to ensure equipment is returned at the conclusion of the Event. Lost and/or damaged equipment will be charged to the Stallholder as per the City's Schedule of Fees and Charges.

☐ I acknowledge that I have read and understand the terms and conditions relating to equipment



3.2. Schedule of Fees & Charges 2026/2027

Detail	GST Status	2026/2027 Fee/Charge (Inc GST) \$
MANDURAH CRAB FEST		
Unique Event Experience Area	Exempt	Market Rate
Taste of the State Food Stall Holder (Zone 1) - Site Only (large)	Exempt	3,318.50
Pop Up Pantry Stall Holder - Site Only (small)	Exempt	1,283.50
Pop Up Pantry Stall Holder - Site Only (large)	Exempt	1,637.50
Mobile Food Vendor (Zone 1) - Site only (small)	Exempt	1,090.50
Mobile Food Vendor (Zone 1) - Site only (large)	Exempt	1,327.50
Mobile Food Vendor (Zone 2) - Site only (small)	Exempt	818.00
Mobile Food Vendor (Zone 2) - Site only (large)	Exempt	995.50
Mobile Food Vendor (Zone 3) - Site only (small)	Exempt	545.50
Mobile Food Vendor (Zone 3) - Site only (large)	Exempt	664.00
Market Stall Holder (Zone 1) - Site Only (small)	Exempt	1,100.00
Market Stall Holder (Zone 1) - Site Only (large)	Exempt	1,345.00
Market Stall Holder (Zone 2) - Site Only (small)	Exempt	978.00
Market Stall Holder (Zone 2) - Site Only (large)	Exempt	1,223.00
Market Stall Holder (Zone 3) - Site Only (small)	Exempt	312.00
Market Stall Holder (Zone 3) - Site Only (large)	Exempt	563.00
Workshop Stall Holder - Non Profit - Site Only	Exempt	442.50
Workshop Stall Holder - Commercial - Site Only	Exempt	885.00
Event Activation (Commercial) - Land Based	Exempt	1,100.00
Event Activation (Commercial) - Water Based	Exempt	1,345.00
Infrastructure and Equipment	Taxable	at Cost
Waste Management / Disposal Fee	Taxable	at Cost
Stall Holder / Vendor Bond	Exempt	500.00
Stall Holder / Vendor Infrastructure Bond - Large Site	Exempt	1,000.00
Event Sponsorship	Taxable	Market Rate

☐ I acknowledge that I have read and understood the terms and conditions relating to the City's Schedule of Fees and Charges



3.3. Operation During Event

- 3.3.1. Stallholders must be ready to operate, with all vehicles removed from the foreshore, no later than 12.00pm Friday & 8.30am Saturday & Sunday, prior to commencement of the Event.
- 3.3.2. Stallholder's stalls must be operational between the hours of 10.00am to 8.00pm Saturday, 13 March, 2026 and 10.00am to 5.00pm Sunday, 14 March, 2027 (unless otherwise instructed by the City).
- 3.3.3. Stallholders must ensure they have enough products and materials for the duration of the Event. Anticipated attendance is 100,000 people over the Event period.
- 3.3.4. Stallholders must have staff in attendance at their stall for the duration of the Event.
- 3.3.5. Stallholders are responsible for, and must ensure, the safety of their employees and representatives at all times and will ensure duties are undertaken in a safe manner.
- 3.3.6. Stallholders must ensure there is suitable access for people with disabilities. This includes ensuring bench heights are at an appropriate level for people in wheelchairs and that the area is free of boxes and other material allowing easy access. (Please refer to the City's Guidelines for [Creating Accessible Events](#))
- 3.3.7. Single use plastic, e.g. plastic bags, plastic straws and balloons, are not permitted to be used at the Event. If your stall requires the use of any of these items, please contact the City to discuss alternative options.
- 3.3.8. No public address system, amplified music or sound is to be used without the written approval of the City.
- 3.3.9. Stallholders must not promote products, personalities or services which conflict with the City's sponsorship or commercial arrangements without prior written approval from the City.
- 3.3.10. Access passes to road closures DOES NOT permit parking within the road closures. Please ensure vehicles are parked outside the road closure area. Vehicles that remain within the road closure area will be infringed and/or towed away at the vehicle owner's cost.
- 3.3.11. After each day, Stallholders must not drive vehicles into the Event footprint until permission has been given by the City. This is to ensure safety of Event patrons.
- 3.3.12. Vehicle access to the foreshore will be granted at the following times:
- Friday, 12 March 2027 8.00am – 12.00pm unless otherwise advised by the City
 - Saturday, 13 March 2027 6.00am – 8.30am
 - Sunday, 14 March 2027 6.00am – 8.30am
 - Sunday, 14 March 2027 8.00pm – 10.00pm once deemed safe by the City.

☐ I acknowledge that I have read and understood the terms and conditions relating to operation during the Event

3.4. Security Bond

- 3.4.1. Damage to stalls and/or provided equipment is the liability of the Stallholder.
- 3.4.2. Stallholders will be invoiced post Event for any damage and/or loss. In instances where the damage is more than the bond value Stallholders will be required to pay in full within 30 days.
- 3.4.3. Security bonds will be refunded within 30 days of the Event provided there is no breach of the Terms and Conditions, and/or there is no damage charges and/or extra cleaning required at the conclusion of the Event (determined at the City's sole discretion).
- 3.4.4. In the event of a breach, the Stallholder will receive written notice of such breach within 14 days of the Event conclusion.



3.4.5. Security bond refunds will be in the form of EFT transfer payable to the business listed on the application, unless advised otherwise.

☐ I acknowledge that I have read and understood the terms and conditions relating to security bond

3.5. Power Requirements

3.5.1. Stallholders are responsible for ensuring all power cords and equipment used are appropriately tagged by a qualified electrician (with not less than 6 months validity) in accordance with the *Electricity (Licensing) Regulations 1991*.

3.5.2. Any electrical equipment and leads which are not tagged and compliant will be correctly tagged by the City's on-site electrician at a fee of \$10.00 per item charged to the Stallholder.

3.5.3. Strictly no generators are to be turned on by Stallholders (excluding third party generators that have been approved by the City). Generators and lighting towers are to be turned on by the on-site Event electrician ONLY.

3.5.4. Stallholders requiring a City-operated generator to be switched on prior to times noted below must notify the City by no later than two weeks prior to the Event. This request attracts an early switch on fee as per listed City's Schedule of Fees and Charges. In the absence of receiving a request, generators will only be operational from 12pm Friday 13 March 2026.

3.5.5. The City gives no assurances and makes no representations with regards to the supply and continuity of power prior to or during the Event. The City will make every reasonable effort in relation to the supply and continuity of power but the Stallholder accepts all risks associated with this and releases the City from any liability whatsoever. The Stallholder's liability for payment of monies to the City remains notwithstanding the availability of power supplies.

☐ I acknowledge that I have read and understood the terms and conditions relating to power requirements

3.6. Waste Management

3.6.1. Stallholders must remove all goods remaining in the stall following the completion of the Event, (5.00pm, Sunday 14 March 2027), however, driving vehicles onto the Event footprint is subject to pedestrian traffic. Delays may occur and clearance will only be permitted by the City once the risk is minimised.

3.6.2. Stallholders must ensure stall sites are left in a clean and tidy condition and all Stallholders agree to co-operate in an effort to keep the stalls and surrounding areas in a clean and tidy condition for the duration of the Event.

3.6.3. All cardboard boxes and packaging must be removed by the Stallholder. Boxes and/or packaging left on site will incur a fee for removal as per listed City's Schedule of Fees and Charges.

3.6.4. Stallholders will be charged as per listed City's Schedule of Fees and Charges should clean-up and/or waste removal be required.

3.6.5 Stallholders must comply with WA Department of Water and Environmental Regulation, [WA Plan for Plastics](#). [WA Plastics Ban Stage 2](#)

☐ I acknowledge that I have read and understood the terms and conditions relating to waste management



4. SPECIAL TERMS AND CONDITIONS

4.1. Market Stallholder

4.1.1. The Stallholder will be provided with the following by the City:

- 3m x 3m or 6m x 3m site as requested and availability, marquee for two days (unless otherwise specified)
- Standard power 1 x 10amp lead, (plus additional if requested at cost, refer to the City's Schedule of Fees and Charges)
- Night lighting in marquee
- Two stallholder passes permitting access on to the foreshore for set up and pack down only. One vehicle per stallholder is permitted to be on the foreshore at any one time. This pass does not permit street parking within road closures.

☐ I acknowledge that I have read and understood the terms and conditions relating to special terms and conditions for all Market Stall Holders

4.2 Interactive Experience Stallholder

4.2.1 The Stallholder will be provided with the following by the City:

- Site and/or marquee for two days (as per application selection)
- Marquee lighting (in specific locations – Eastern Foreshore, Mandjar Square and Mandurah Terrace only)
- Two stallholder passes permitting access on to the foreshore for set up and pack down only. One vehicle per Stallholder is permitted to be on the foreshore at any one time. This pass does not permit street parking within road closures.

☐ I acknowledge that I have read and understood the terms and conditions relating to special terms and conditions for all Interactive Experience Stallholder.

As an authorised representative of the company/business applying for a market stall site as part of Crab Fest, I agree that the above-mentioned company/business will abide by all of the terms and conditions for a food vendor as set out in the online application and these terms and conditions.

☐ **I have read and understood the market and interactive experience application terms and conditions, plus the following:**

[WA Plastics Ban Stage 2](#)

City's Guidelines for [Creating Accessible Events](#)

