

Winter in Mandurah

Market Stallholder Terms and Conditions

Table of Contents

Welcome.....	1
Selection Criteria	2
Terms and Conditions	3
1. APPLICATION TERMS AND CONDITIONS	3
2. GENERAL TERMS AND CONDITIONS	3
2.1. Cancellations.....	3
2.2. Event Sites	4
2.3. Force Majeure and City Cancellations	4
2.4. General.....	5
2.5. Governing Law	5
2.6. Health and Safety.....	5
2.7. Indemnity.....	6
2.8. Insurance.....	6
2.9. Language and Conduct.....	7
2.10. Termination	7
2.11. Warranty.....	7
2.12. Severability.....	7
3. EVENT TERMS AND CONDITIONS	8
3.1. Equipment	8
3.2. Schedule of Fees & Charges 2025/2026 - 2026/2027	9
.....	9
3.3. Operation During Event.....	10
3.5. Generator Requirements.....	10
3.6. Waste Management	11

Welcome

Thank you for your interest in being a stallholder at **Winter in Mandurah 2026**.

Winter in Mandurah is a seasonal activation featuring ice skating, winter markets, fire pits, fire performances, live music and more, located at Mandurah Eastern Foreshore.

Event Times:

- **Ice Skating: 3 July – 19 July 2026**
- **Winter Markets (Fridays | 5:00pm – 8:00pm):**
 - **Friday 3 July 2026**
 - **Friday 10 July 2026**
 - **Friday 17 July 2026**

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

- A comprehensive list of products or activity, including pricing
- 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)

Selection Criteria

Winter in Mandurah stallholders will be assessed based on the following selection criteria:

- Local Content
 - Demonstrates use of local businesses, suppliers or staff
 - Supports the Peel region economy
- Product Quality & Suitability
 - Offer products that are well-made and presented to a high standard.
 - Provide products that suit a winter evening market atmosphere and Mandurah's seaside lifestyle— A diverse range of stall types are welcome to apply, including pre-packaged food. Coastal-inspired, sustainable and ecofriendly products, gifts, health and wellness inspired, family-friendly or interactive offerings.
 - Demonstrate fair, transparent pricing that represents good value for visitors.
- Experience
 - Demonstrated experience operating at markets or events. List what other events you have attended as a stallholder.
- Sustainability
 - Commitment to sustainable practices
 - Compliance with WA Plastics Ban requirements

Winter in Mandurah Market Stallholder Applications Selected and Invoiced:

Event 3 July - Stallholders notified on or before Mon 1 June 2026 with invoices due within 30 days.

Event 10 July - Stallholders notified on or before Mon 8 June 2026 with invoices due within 30 days.

Event 17 July - Stallholders notified on or before Mon 15 June 2026 with invoices due within 30 days.



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 stallholder ('Stallholder') applying and subsequently approved by the City to participate in the Winter in Mandurah Friday Night Market ('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.

1.6. Stallholders will only be secured upon signing and paying their stallholder fee and returning their signed terms and conditions. The City will issue an invoice to the successful Stallholder for full payment of the Stallholder site fee, within 30 days. If full payment, 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.

2.2.3. 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.

2.2.8 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 pre-packaged 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.

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 or vaping 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 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.

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



3.2. Schedule of Fees & Charges 2025/2026 - 2026/2027

Detail	Condition	GST Status	2026/2027 Fee/Charge (Inc GST) \$	2025/2026 Fee/Charge (Inc GST) \$
EVENTS				
MANDURAH CRAB FEST				
Unique Event Experience Area	Per Event	Exempt	Market Rate	Market Rate
Taste of the State Food Stall Holder (Zone 1) - Site Only (small)	Per Event	Exempt	2,265.50	2,174.20
Taste of the State Food Stall Holder (Zone 1) - Site Only (large)	Per Event	Exempt	3,316.37	3,182.70
Pop Up Pantry Stall Holder - Site Only (small)	Per Event	Exempt	1,282.59	1,230.90
Pop Up Pantry Stall Holder - Site Only (large)	Per Event	Exempt	1,636.46	1,570.50
Mobile Food Vendor (Zone 1) - Site only (small)	Per Event	Exempt	1,089.60	1,045.70
Mobile Food Vendor (Zone 1) - Site only (large)	Per Event	Exempt	1,326.50	1,273.10
Mobile Food Vendor (Zone 2) - Site only (small)	Per Event	Exempt	817.13	784.20
Mobile Food Vendor (Zone 2) - Site only (large)	Per Event	Exempt	994.90	954.80
Mobile Food Vendor (Zone 3) - Site only (small)	Per Event	Exempt	544.90	523.00
Mobile Food Vendor (Zone 3) - Site only (large)	Per Event	Exempt	663.20	636.50
Market Stall Holder (Zone 1) - Site Only (small)	Per Event	Exempt	1,099.31	1,055.00
Market Stall Holder (Zone 1) - Site Only (large)	Per Event	Exempt	1,343.65	1,289.50
Market Stall Holder (Zone 2) - Site Only (small)	Per Event	Exempt	977.29	937.90
Market Stall Holder (Zone 2) - Site Only (large)	Per Event	Exempt	1,221.64	1,172.40
Market Stall Holder (Zone 3) - Site Only (small)	Per Event	Exempt	311.55	299.00
Market Stall Holder (Zone 3) - Site Only (large)	Per Event	Exempt	561.84	539.20
Workshop Stall Holder - Non Profit - Site Only	Per Event	Exempt	442.22	424.40
Workshop Stall Holder - Commercial - Site Only	Per Event	Exempt	884.34	848.70
Event Activation (Commercial) - Land Based	Per Event	Exempt	1,099.31	1,055.00
Event Activation (Commercial) - Water Based	Per Event	Exempt	1,343.65	1,289.50
Infrastructure and Equipment	Per Event	Taxable	at Cost	at Cost
Waste Management / Disposal Fee	Per Event	Taxable	at Cost	at Cost
Stall Holder / Vendor Bond	Per Event	Exempt	500.00	500.00
Stall Holder / Vendor Infrastructure Bond - Large Site	Per Event	Exempt	1,000.00	1,000.00
Event Sponsorship	Per Event	Taxable	Market Rate	Market Rate
OTHER CITY EVENTS				
Food Stall Holder - Site only (small)	Per Event	Exempt	100.00	318.30
Food Stall Holder - Site only (large)	Per Event	Exempt	150.00	433.90
Market Stall Holder - Site only (small)	Per Event	Exempt	54.47	53.20
Market Stall Holder - Site only (large)	Per Event	Exempt	110.55	106.10
Workshop Stall Holder - Non Profit	Per Event	Exempt	276.54	265.40
Workshop Stall Holder - Commercial	Per Event	Exempt	552.67	530.40
Infrastructure and Equipment	Per Event	Taxable	at Cost	at cost
Stall Holder / Vendor Infrastructure Bond - Small Site	Per Event	Exempt	500.00	500.00
Stall Holder / Vendor Infrastructure Bond - Large Site	Per Event	Exempt	1,000.00	1,000.00
EXTERNAL EVENTS				
Service Mark Up Fee	Per Event	Taxable	at Cost	at Cost
Waste Management / Disposal Fee	Per Event	Taxable	at Cost	at Cost
Ticketed Events				
Various Ticketed Events	Per Event	Taxable	Market Rate	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 4.30pm prior to commencement of the Event.
- 3.3.2. Stallholder stalls must be operational between the hours of 5.00pm to 8.00pm (unless otherwise instructed by the City).
- 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:

Fridays 2pm – 4.30pm for bump in

Fridays 8pm – 9.30pm for bump out once deemed safe by the City

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

3.5. Generator Requirements

- 3.5.1. There are No Powered Sites available.
Generators are strictly not permitted without approval in writing from the City.
- 3.5.2. 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*.

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, 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

As an authorised representative of the company/business applying for a market stall site as part of the Event, 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](#)



Signing page

EXECUTED by the Parties as a Deed on 2026

Signed by the **CITY OF MANDURAH (ABN 43 188 356 365)** by an authorised person under s 9.49A of the *Local Government Act 1995*:

Coordinator Festival & Events

Dale Christy

(Position)

(Print Full Name)

(Signed)

Signed by a duly authorised person on behalf of the Stallholder:

(Signed)

(Position)

(Print Full Name)

