

The Happy Market Cairns

Terms & Conditions & Stallholder Agreement

1. Acceptance

By using our website, booking a stall, purchasing a ticket, attending an event or otherwise engaging with The Happy Market Cairns (THMC), you agree to these Terms & Conditions.

2. Bookings

Applications are not guaranteed. A booking is only confirmed once payment (or an approved payment arrangement) has been received. THMC may accept or decline applications at its discretion.

3. Payments

Invoices must be paid by the due date. Late or unpaid invoices may be cancelled and the space offered to another applicant.

4. No Refund Policy

All payments made to The Happy Market Cairns are final. No refunds will be issued under any circumstances. This includes, but is not limited to: change of mind, inability to attend, illness or injury, work or personal commitments, travel or accommodation issues, weather conditions, low sales, dissatisfaction, duplicate bookings, failure to read event information, venue or layout changes, cancellation by the stallholder or attendee, or any other reason. By making a booking, you acknowledge and agree that your payment is non-refundable.

5. Event Postponement & Rescheduling

If an event is postponed or rescheduled for any reason, including weather, venue issues, operational requirements, emergencies or circumstances beyond our control, no refunds will be issued. Your booking will instead be transferred to another Happy Market event date. You may choose an available future event of equal value, subject to availability. Bookings are transferable only to another Happy Market event and cannot be redeemed for cash or refunded.

6. Event Changes

THMC may alter layouts, stall allocations, entertainment, schedules, trading hours, workshops or activities where reasonably necessary for operational, venue or safety reasons.

7. Stallholder Conduct

THMC maintains a zero-tolerance policy for bullying, harassment, threats, abuse, discrimination, intimidation or unsafe behaviour. THMC may remove or permanently refuse future bookings to any participant engaging in such conduct.

8. Right to Refuse Service

THMC reserves the right to refuse service or future participation where reasonably necessary to protect staff, attendees, vendors, venues or the reputation of the event.

9. Stall Standards

Stalls must remain open during advertised trading hours, be professionally presented, clean and safe. Early pack-down is prohibited without approval.

10. Products

Only approved products may be sold. THMC may require the removal of unapproved, unsafe, counterfeit, illegal or offensive products.

11. Food Vendors

Food vendors are responsible for all required licences, permits and compliance with Queensland food legislation and council requirements.

12. Insurance

Where applicable, stallholders must maintain suitable Public Liability Insurance and provide evidence on request.

13. Safety

Participants are responsible for the safety of their equipment, staff, displays, electrical items and gas appliances. Unsafe setups may be closed until rectified.

14. Cleaning & Damage

Participants must leave their area clean and are responsible for any damage caused by themselves, staff or contractors.

15. Photography

By attending, you consent to photography and filming for promotional purposes. Reasonable requests may be accommodated but incidental appearance in crowd images cannot be guaranteed.

16. Personal Property

THMC is not responsible for lost, stolen or damaged personal property.

17. Force Majeure

THMC is not liable for delays, postponements or changes arising from severe weather, natural disasters, pandemics, government directions, venue issues or other events beyond its reasonable control.

18. Limitation of Liability

To the fullest extent permitted by law, THMC excludes liability for indirect or consequential loss.

19. Indemnity

Participants agree to indemnify THMC against claims arising from their own acts, omissions or breach of these Terms.

20. Intellectual Property

All branding, logos, photographs, graphics and content remain the property of THMC unless otherwise stated.

21. Privacy

Personal information will be handled in accordance with applicable Australian privacy laws and THMC's Privacy Policy.

22. Governing Law

These Terms are governed by the laws of Queensland, Australia.

23. Acceptance

Payment, attendance or participation confirms acceptance of these Terms & Conditions.