

Handmade Children's Markets

And other fun kids products...

ABN: 69568670820

Terms And Conditions 2011



I, operating the stall detailed in the attached Application (as amended and approved by the Manager from time to time), declare that I have read, understand and accept the terms and conditions outlined in this document (**Terms and Conditions**).

I agree that I will comply with these Terms and Conditions in operating my stall at the HCM for the Period in which these Terms and Conditions apply.

I acknowledge and agree that if I fail to comply with any term or condition contained in this document, the Manager may terminate my Application, in accordance with clause 10 of these Terms and Conditions.

I acknowledge:

(a) that the Fee for the purposes of clause 7.1 of these Terms and Conditions is as follows per Market Day, including a \$35.00 Deposit to be paid with application;

- a. Indoor standard stall space - 1.5 metres x 2.5 metres - \$75.00
- b. Outdoor standard stall space - 1.5 metres x 2.5 metres - \$65.00
- c. Marquee stall space - 2.5 metres x 2.5 metres - \$70.00
- d. Marquee stall space - 3 metres x 3 metres - \$80.00
- e. Half standard stall space - 1.5 metres x 1.25 metres - \$55.00

(b) that the Table Hire Fee (if applicable) for the purposes of clause 8 of these Terms and Conditions is \$12 per Market Day; and
(c) that the Insurance Fee (if applicable) for the purposes of clause 16.2(a) of these Terms and Conditions is \$20 per Market Day.

1. Definitions

Application means the form attached to these Terms and Conditions, which outlines among other things, the Stallholder's personal and contact details, and a description the Stallholder's proposed stall at the HCM.

Application Renewal Form means the form detailing, among other things, the New Period of the Stallholder's Application.

Authorised Management Representative means any person authorised by the Manager, from time to time, to do all or part of the acts required or requested by the Manager in relation to the HCM.

Commencement Date means 8:00 am on the first Market Day of the Period.

Confidential Information has the meaning provided in clause 21 of these Terms and Conditions.

Deposit has the meaning provided in clause 7 of these Terms and Conditions.

End of the Period means 2:30 pm on the last Market Day of the Period or if applicable, the time in which the Manager or Stallholder terminates the Stallholder's Application in accordance with clause 10 of these Terms and Conditions.

Fee has the meaning provided in clause 7 of these Terms and Conditions.

HCM means the Handmade Children's Market.

Insurance Fee has the meaning provided in clause 16.2(a) of these Terms and Conditions.

Manager means Natasha Kritter and any Authorised Management Representative.

Market Day has the meaning provided in clause 4(a) of these Terms and Conditions.

New Period has the meaning provided in clause 11 of these Terms and Conditions.

Other Complaint has the meaning provided in clause 18 of these Terms and Conditions.

Party means the Manager or the Stallholder, and **Parties** means each of them.

Period means the month or months that the Stallholder agrees to operate its stall at the HCM as evidenced by its payment of the Fee.

Person Complaint has the meaning provided in clause 18 of these Terms and Conditions.

Premises has the meaning provided in clause 4 of these Terms and Conditions.

Stall Site means an area or site on the Premises, as determined by the Manager from time to time, on which a stallholder may operate a stall,

Table Hire Fee means the amount (as determined by the Manager from time to time and set out on the first page of these Terms and Conditions), to be paid by the Stallholder to the Manager (if applicable) for the Stallholder's use of one trestle table for a Market Day in the Period,

Trading Hours has the meaning provided in clause 4 of these Terms and Conditions.

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2. Background

- 2.1 The Manager conducts the HCM.
- 2.2 The Stallholder wishes to operate a stall at the HCM.
- 2.3 These Terms and Conditions constitute the terms, conditions and procedures in which the Stallholder agrees to operate a stall at the HCM.

3. Application of Terms and Conditions

- 3.1 The obligations of the Parties under these Terms and Conditions are subject to:
 - (a) the Stallholder complying with clause 16.2 of these Terms and Conditions;
 - (b) the Manager approving the Application;
 - (c) the Stallholder signing these Terms and Conditions to indicate its acceptance of these Terms and Conditions; and
 - (d) the Stallholder paying the Fee with respect to that Period outlined in its Application in accordance with clause 7 of these Terms and Conditions.
- 3.2 These Terms and Conditions will apply from the Commencement Date until the End of the Period.
- 3.3 The Manager may, acting reasonably and in good faith, vary these Terms and Conditions at any time, and will provide notice to the Stallholder of any changes.

4. Date, location and time

- (a) The HCM will be held on the third Saturday of each month in 2011 from Feb - June (**Market Day**).
- (b) The HCM will commence on 19 February 2011.
- (c) The HCM will be located at the Melville Civic Centre Main Hall, 10 Almondbury Rd (Off Davy St), Booragoon, Western Australia (**Premises**).
- (d) The trading hours of the HCM are 10:00am to 2:00pm on the relevant Market Day (**Trading Hours**).
- (e) The Manager may change the date, time and location of the HCM and will provide the Stallholder with notice of any such changes.

5. Access, set-up and pack-up

- 5.1 Access to the Premises and set-up of stalls commences from 9:00am on the Market Day.
- 5.2 On each Market Day in the Period, the Stallholder must prepare its stall so that it may commence trading at 10:00am on that Market Day.
- 5.3 The Stallholder must not make any sales to the public before 10:00am.
- 5.4 The Stallholder or a competent representative of the Stallholder must operate the Stallholder's stall at all times during the Trading Hours.
- 5.5 The Stallholder must not dismantle its stall before 2:00pm, unless previously agreed with the Manager.
- 5.6 The Stallholder must vacate the Premises by 2:40pm.
- 5.7 The Stallholder must ensure that no items related to its stall are left on the Premises outside of the Trading Hours.
- 5.8 The Stallholder must not store any items in relation to its stall at the Premises.

6. Stall and site assignment and operation

- 6.1 The Manager will assign stalls on a "first come, first served" basis and upon the Stallholder paying the Fee to the Manager, in accordance with clause 7.
- 6.2 The Stallholder acknowledges that the Manager will give priority to the following classes of stallholders in the following order, in providing opportunities to trade at the HCM:
 - (a) stallholders who propose to sell handmade products/services for children aged 0 - 10 years old; and
 - (b) stallholders who propose to sell any products/services for children aged 0 - 10 years old, and which the Manager considers appropriate for the HCM.
- 6.3 In addition to the considerations in the above clause 6.2, the Manager will also take into account the frequency in which a stallholder wishes to operate a stall at the HCM, and will give priority to stallholders who propose to operate a stall at the HCM on a monthly basis.
- 6.4 The Manager may allocate more than one Stall Site to the Stallholder.
- 6.5 The Stallholder must inform the Manager if it requires access to power, as powered Stall Sites are limited.
- 6.6 The Stallholder must keep all items and activities which are within its control, during the course of its trade on each Market Day, within its allocated Stall Site so as not to interfere with the sites or trade of other stallholders.
- 6.7 The Stallholder may bring any necessary items to operate its stall, for example, clothes racks, but must ensure that all items are within its allocated Stall Site and do not interfere with other Stall Sites.
- 6.8 The Manager has a right to:
 - (a) allocate Stall Sites to stallholders;
 - (b) alter the size, shape and position of Stall Sites; and
 - (c) make any decisions in connection with Stall Sites, as it sees fit.
- 6.9 The Stallholder must ensure that it complies with all applicable written laws in operating its stall at the HCM.

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7. Fee and Deposit

7.1 The Stallholder must pay the Manager an amount (to be determined by the Manager from time to time and set out on the first page of these Terms and Conditions) for each month in the Period, to use a stall site measuring as follows (**Fee**);

- (a) Indoor standard stall space - 1.5 metres x 2.5 metres - \$75.00
- (b) Outdoor standard stall space - 1.5 metres x 2.5 metres - \$65.00
- (c) Marquee stall space - 2.5 metres x 2.5 metres - \$70.00
- (d) Marquee stall space - 3 metres x 3 metres - \$80.00
- (e) Half standard stall space - 1.5 metres x 1.25 metres - \$55.00

7.2 The Stallholder must pay a \$35.00 deposit by way of cheque, direct deposit, Paypal or credit card to the Manager within 2 days of the Stallholder's Application being submitted (through website) to the Manager (**Deposit**).

7.3 The Stallholder must pay the remaining Fee by way of cheque, direct deposit, Paypal or credit card to the Manager within 14 days of receiving an invoice from the Manager.

7.4 The Manager will provide the Stallholder with details of the Manager's bank account for the purposes of payment of the Fee.

8. Table Hire

8.1 The Stallholder may, by paying the Table Hire Fee to the Manager, hires one trestle table from the Manager for the Stallholder to use on a Market Day in the Period.

8.2 If the Stallholder wishes to hire a trestle table in accordance with clause 8.1, the Stallholder must notify the Manager of that intention when submitting its Application, and must pay the Table Hire Fee prior to the Market Day which it intends to use the trestle table.

9. Shared Stalls

9.1 The Stallholder must not allow another stallholder to use its allocated site. Half stall spaces are available and if requested the Manager can place two stallholders with half stalls together.

10. Termination of Application

10.1 The Application commences on the Commencement Date and expires at 2:40 pm on the last Market Day of the Period.

10.2 The Stallholder may terminate its Application prior to the last Market Day of the Period by notifying the Manager.

10.3 The Manager may terminate the Stallholder's Application at any time in the event that the Stallholder fails to comply with any of its obligations under these Terms and Conditions.

10.4 The Stallholder's Application will terminate immediately upon being given notice from the Manager that the Stallholder's Application is terminated.

11. Renewal of Application

11.1 The Manager may renew the Stallholder's Application for another Period (**New Period**).

11.2 To apply for a renewal, the Stallholder must complete an Application Renewal Form and pay the Deposit and Fee with respect to the New Period to the Manager in accordance with clause 7.

11.3 The Stallholder acknowledges and agrees that if the Manager renews the Stallholder's Application, the Stallholder must comply with its obligations under these Terms and Conditions in the New Period.

12. Cancellation policy

12.1 The Stallholder acknowledges and agrees that the Manager will not refund the Fee, if the Stallholder's Application is terminated for any reason less than four weeks before the market date or if the Stallholder does not operate a stall on a Market Day(s) covered by the Fee.

12.2 The Stallholder acknowledges and agrees that the Manager will not refund the Deposit, if the Stallholder's Application is terminated for any reason between six and four weeks of the market date. The Manager will refund the Fee less the \$35.00 Deposit.

12.3 The Stallholder acknowledges and agrees that if the Stallholder's Application is terminated for any reason more than six weeks before the market date, The Manager will give a full refund less a \$10.00 administration fee.

12.4 The Manager may transfer any Fee or Deposit paid by the Stallholder to the Manager to the New Period, in consideration of factors including, but not limited to, the time that the Stallholder cancels its Application, whether the Manager is able to re-let the Stallholders' cancelled site and the availability of a site during the New Period.

13. Sign

The Stallholder must place a sign in a prominent location at its stall site, which clearly displays the name of its stall or business but must ensure that the sign does not interfere with other stallholder's sites.

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14. Sale of goods

14.1 The Stallholder acknowledges that the Manager may require that no more than 10 percent of stalls at the HCM be allocated to any single type of item.

14.2 The Manager must approve all goods that the Stallholder wishes to sell at the HCM before the Stallholder commences trading.

14.3 The Stallholder must not sell:

(a) second hand goods;

(b) food or drinks (unless approved by the Manager and a \$50.00 food registration fee paid to the City Of Melville);

(c) dangerous, prohibited or illegal goods including, but not limited to, firearms (including imitations), liquor, tobacco, pirated tapes/CDs/DVDs, livestock, flammable goods, drugs/drug messages, pornographic publications, racist material, pepper sprays or any other goods which may offend or cause annoyance to other persons; and

(d) counterfeit products, at the HCM.

14.4 The Stallholder acknowledges and agrees that the Manager reserves the right to:

(a) refuse the entry of any person into the Premises;

(b) direct the Stallholder not to sell any item; and

(c) evict any person from the Premises for any reason.

14.5 The Stallholder agrees to comply with all directions from the Manager in relation to these Terms and Conditions.

15. Quality assurance

15.1 The Stallholder must ensure that its stall is clean, neat and well-presented at all times. For example, tables must be covered with black or suitably coloured table cloth.

15.2 The Manager reserves the right to refuse the sale of goods, which it does not consider to be of an acceptable or appropriate standard to be sold at the HCM.

16. Insurance

16.1 The Stallholder must at all times during the Period, carry or cause to be carried and maintained in effect, public liability insurance in respect of its stall.

16.2 In complying with clause 16.1 the Stallholder must either:

(a) pay the Manager an amount (to be determined by the Manager from time to time and set out on the first page of these Terms and Conditions), in consideration for the Manager obtaining public liability insurance for the Stallholder's stall in respect of a Market Day(s) in the Period, on behalf of the Stallholder (**Insurance Fee**); or

(b) if the Stallholder is already covered by public liability insurance or obtains its own public liability insurance, provide the Manager with the name of its insurer, the insurance policy number, the expiry date of the insurance policy, and any other details that the Manager requests from the Stallholder in respect of its insurance policy, from time to time.

16.3 If the Stallholder wishes to obtain public liability insurance pursuant to clause 16.2(a), the Stallholder must provide the Manager with the Insurance Fee prior to the relevant Market Day on which the public liability insurance will apply.

16.4 If the Stallholder is already covered by public liability insurance or obtains its own public liability insurance, in accordance with clause 16.2, the Stallholder must ensure that if any details in respect of its insurance policy changes, including but not limited to the name of its insurer, the insurance policy number and the expiry date of the insurance policy, it notifies the Manager of those changes as soon as practicable.

16.5 The Manager has the right to refuse the Stallholder's Application or to terminate the Stallholder's Application, if it is not satisfied (acting reasonably) with the Stallholder's insurance arrangements, in which the termination will be effective in accordance with clause 10.4.

17. Waste Management

17.1 The Stallholder must ensure that no rubbish is left on its allocated site upon leaving the Premises.

17.2 The Stallholder must take responsibility for storing any of its rubbish, or use the rubbish and recycle bins located on the Premises.

18. Complaints and dispute resolution

18.1 If the Stallholder has a complaint that involves another stallholder (**Person Complaint**), the Stallholder must first attempt to resolve the Person Complaint with the stallholder to whom the complaint is directed.

18.2 If the Person Complaint cannot be resolved by the Stallholder and the stallholder to whom the complaint is directed, the Stallholder must report the Person Complaint to the Manager in writing.

18.3 Upon receiving notice of the Person Complaint, the Manager will make a decision with respect to the Person Complaint and as a result of its decision, the Manager may direct the Stallholder to engage in certain acts or omissions.

18.4 The Stallholder agrees to comply with any directions given to him/her by the Manager in relation to the decision regarding the Person Complaint.

18.5 If the Stallholder has a complaint regarding the HCM that does not involve another stallholder (**Other Complaint**), the Stallholder should notify the Manager of that Other Complaint.

19. Publicity

19.1 The Stallholder must not make any statements or representations, or issue any information, publication, document or article for publication concerning the HCM in any media without prior written approval from the Manager.

19.2 The Stallholder must not make any statement or issue any information to the media contrary to the best interests of the HCM.

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Terms And Conditions 2011



20. Indemnification and limitation of liability

20.1 The Stallholder must indemnify, reimburse and hold harmless the Manager against any expenses, damages, claims, judgments and other liabilities arising from the Stallholder's acts or omissions occurring either on the Premises or elsewhere arising out of its occupancy or anything connected with these Terms and Conditions.

20.2 The Manager is not liable for any loss or damage to the property of the Stallholder due to any acts of God, fire, robbery, accidents or any cause whatsoever that may arise from use and occupancy of the Premises.

20.3 The Manager is not liable for any damages or losses, whether direct, indirect or consequential, resulting from or relating to the failure of the Stallholder to comply with the provisions of these Terms and Conditions.

20.4 This clause 20 survives the termination of these Terms and Conditions

21. Confidentiality and privacy

21.1 **Confidential Information**, for the purposes of these Terms and Conditions includes any personal and contact details (including bank details) provided by the Parties for the purposes of complying with their obligations under these Terms and Conditions.

21.2 The Parties agree not to use the Confidential Information for any purpose other than to effect the obligations under these Terms and Conditions.

21.3 The Manager will use security measures to protect against the loss, misuse and alteration of data used by its computer system.

21.4 The Manager will not share, sell, or rent individual personal information with any person, without the Stallholder's permission or unless ordered by a Court of law.

~ End of Terms and Conditions ~