

7. Terms & Conditions

Payment

1. The stallholder (licensee) will pay the fee for each booking directly to Centre Management at the Centre, or as otherwise directed in writing by the licensor (Centre Management), on or before 5pm on Friday prior to market day. If any payment by the licensee is made by cheque, this agreement will immediately terminate if the cheque is not met on presentation. Please note cheques must be cleared by the bank prior to market day.
2. Bookings may not be cancelled but may be transferred to another date with the licensor's prior approval. If a booking is cancelled less than four weeks from the market date, and not transferred to another date, the licensee will pay the licensor a demand of 40% of total amount payable for the booking, cancellation fee. Cancellations must be submitted in writing to the licensor.
3. The licensor may vary the rate structure of the Mt Sheridan Markets licensed areas (licensed area) and recalculate the license fees payable by the licensee accordingly.
4. If a GST is at any time levied or imposed on or in respect of any supply under this agreement shall be increased by the amount GST so levied or imposed. In this clause the term 'GST' means a goods and services or similar value added tax.

License Period

5. The license period for each booking will be as specified in the booking for as the market date.

Trading Hours and Staff

6. The licensee will use the licensed area only for the purpose specified in this agreement and will conduct its business during the trading hours of the Mt Sheridan Markets notified from time to time by Centre Management.



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7. The licensee will ensure that any display is erected before 8:30am and dismantled after 3.00pm. Access is available from 7:30am on market day and all vehicles must be removed from the car spaces near the centre entrances and parked on the perimeter of the car park prior to 8:30am.
8. The licensee will not during this agreement part with the possession of the licensed areas to any person, whether by assignment, sub license or any other means and will ensure that each licensed area is efficiently manned during the trading hours of the centre notified from time to time by Centre Management.

Standards and Presentation

9. The licensee will not inhibit, restrict or obstruct the view of any shop front in the centre. The licensee will conduct its business so as to ensure that the use and enjoyment of the centre by licensor and by the other occupants of the centre will not be prevented, interfered with or adversely affected. If in the opinion of the licensor any such interference, restriction or obstruction is caused by the licensee then the licensee will at its expense immediately remove or adjust all its fitting, equipment or other articles so as to remove any such obstructions, restriction or interference.
10. All displays must be prepared in a professional manner and to a standard which will enhance both the product being displayed and the centre. The licensee will immediately discontinue any display or promotion if in the licensor's sole opinion such display or promotion is of a standard which does not adequately enhance either the product display or the centre.
11. The licensee will ensure that all excess stock including cardboard boxes and bags are hidden from view. All signage, ticket writing and large price cards must be presented in a professional manner. No handwritten signs are allowed.
12. The licensee will ensure that all of its fittings, equipment and other articles are kept within the licensed area. The dimension of each licensed area will be specified in the booking schedule. Each licensed area will not exceed 1.5 metres in height, unless otherwise approved in writing by the licensor.
13. The licensee will obtain the licensor's prior approval of the sound level associated with any display or the sound level is kept at the level determined by the licensor in its absolute discretion.

14. At the expiration of each booking the licensee will clean the licensed area and remove all fittings, equipment, other articles and rubbish from the centre and make good any damages which may occur to the licensed area or the centre as a result either directly or indirectly of the licensee's presence or activity.

Legal Requirements

15. The licensee agrees to use the licensed area at their own risk. The licensee releases the licensor from, and agrees that the licensor is not liable for any action, claim or demand due to any damage, loss, injury or death arising out of or in connection with the licensee's use of licensed area or this agreement.
16. The licensee indemnifies and will keep indemnified the licensor from and against any liability, loss, damage or after the period of this agreement in respect of or arising from damage, loss, injury or death caused or contributed to by the licensee's use of the licensed area or by the act, negligence or default of the licensee or its employees agents or contractors.
17. The licensee will effect and keep current during this agreement a public liability insurance policy in respect of each licensed area in an amount not less than \$10,000,000.00 (or such higher amount as the licensor notifies the licensee in writing) in respect of any single claim. The licensee will also insure during this agreement its property, equipment and representatives when they are located in the licensed area and /or centre. The licensee will produce evidence of the currency of such insurances to the licensor on demand.
18. A certificate of currency for Public Liability will be kept on file and licensee will notify Mt Sheridan Centre Management if this certificate is not current – whilst trading at the centre the certificate of currency must be correct and for the minimum value stated above. Insurance must be with a recognised Australian Insurance Broker or company – no off shore organisations will be recognised as per request of Mt Sheridan Plaza insurers.
19. The licensee is solely responsible for the security of all mechanisms associated with its displays.
20. The licensee will comply with all statutes, ordinances and regulations which may affect the licensee's activity and will obtain all consents and approvals that may be required under any such statutes, ordinances and regulations and produce same to the licensor.

21. Without limiting the generality of clause 20, the license will;
- a) Comply with and will ensure that its employees, agents and contractors comply with all occupational health and safety legislation and applicable codes, standards and guidelines while using the licensed areas and any other area in the Centre. The guidelines while using the licensed areas and areas in the Centre. The licensee acknowledges that it has control over each licensed area as a workplace for the purposes of such legislation, If required by the licensor, the licensee will prior to commencement of a booking provide the licensor with a work safety plan in respect of the licensed area.
 - b) Ensure that the conduct of its business in the licensed area does not infringe any intellectual property laws including (but not limited to) those relating to copyright, trade names or trademarks.

Other

22. The licensor may terminate this agreement at any time by notice in writing to the licensee.
23. The licensor may at any time by notice to the licensee relocate any licensed area within the centre as deemed necessary by the licensor.
24. The licensee acknowledges that the licensor has granted a non-exclusive license only and the rights of the licensee rest in contract only and this agreement does not confer any estate interest of the licensed area and/or the centre and /or create the relationship of landlord to tenant the parties and any such implications inference is hereby expressly negative. This agreement comprises the whole of the agreement between the parties.
25. The licensee acknowledged that no representation or warranty as to the suitability of the licensed area for the purpose of use of the licensee has been given by the licensor to the licensee.
26. Any notice from the licensor to the licensee will be sufficiently served by leaving the notice at or attaching the notice to the licensed area by mailing it by prepaid letter addressed to the licensor at the licensor's registered office.
27. Words importing the singular value include the plural the visa versa and words importing a person include a corporation and vice versa. An agreement, representation or warranty on the part of two or more persons binds them jointly and severally.



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28. The licensee will ensure that all power leads used in connection with the licensed area are tagged by an electrician. The licensee will not use any piggy back adapters and will supply its own power boards for use within the licensed area.
29. The licensee acknowledges that the rights conferred on the licensee by this agreement are personal to the licensee and are non-exclusive to the rights of other invitees of the licensor.
30. The licensee acknowledges that if the licensor of a centre comprises two or more persons, those persons have entered into this agreement severally but not jointly and their liabilities and obligations as licensor under this agreement are several and not joint liabilities and obligations.
31. The markets will operate in the centre's mall area is not licensed for the consumption of sale of alcohol.