



MARKET STALLHOLDER INFORMATION PACK

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1. Overview

The Mount Sheridan Community Markets (MSM) will be operated by Mount Sheridan Plaza on the respective chosen dates enclosed in this document as a service to the local community.

Mount Sheridan Plaza is ideally located at the heart of the community on the South side of Cairns. We aim to be a successful and popular venue for our stallholders and customers.

What is eligible for a market stall?

- Products that are locally made, locally produced, or locally grown.
- Products that are not the same as, nor directly compete with existing retailers in the Centre. The Centre Manager's decision is final in this matter as the Centre is obligated to its leasing with all retailers.
- Community or charitable groups and organisations are eligible to have a stall on market days (maximum of 2 community sites per market day permitted) – evidence of certification of non for profit organizational status is required.
- Markets are not open to commercial enterprises that fall under casual mall leasing such as Herbalife, Tupperware, etc.

The MSM is advertised through various media and supported with signage throughout the Centre.

All enquiries regarding MSM are to be directed to:

Mt Sheridan Plaza
Centre Management
PO Box 14127
Mount Sheridan QLD 4868

Email: admin@mtsheridanplaza.com.au
Phone: (07) 4036 3150
Monday to Friday 9am-5pm

2. Stall Information

Bookings

Booking and pre-payment of your stall are required no later than 5.00pm on Thursday prior to each market day.

Bookings for markets can be made up to two months in advance, and it is the stallholder's responsibility to contact Centre Management to confirm attendance no later than 5pm on the Thursday prior to the market day. EFT Payments will not ensure sites if not previously booked.

Fees and Size

Site cost: (cannot exceed 3mx3m) \$25.00 each including GST.

Stallholders can book a maximum of 2 sites.

Power sites are limited and available for an additional \$10.00 + \$1.00 (GST) = \$11.00.

Please note height restrictions of 1.5m are in place. Marquees and A-frames are not allowed. More information on the site is under section 4. Presentation.

Pre-payment online via direct deposit is required no later than 5.00pm the Thursday prior to each market day.

Payments can be made in cash under certain circumstances. EFTPOS is not available at this time.

Stallholders who have not pre-paid and have not provided a public liability certificate will NOT be allowed to trade.

No refund or credits for future bookings will be given after 5.00pm Friday prior to the market day.

BANK DETAILS:

BANK: NAB

A/C NAME: Mt Sheridan Plaza

BSB: 084 004

A/C NUMBER: 83 193 7355

3. Market Hours & Site Access

MSM operates between 9.00am and 3.00pm; therefore all stalls are to be set up by 9am. Doors to the Centre are open at 7.00am on the morning of the markets. Stallholders are not permitted into the Centre prior to this time.

Stallholders are NOT to relocate themselves or extend over indicated boundaries.

Whilst every attempt is made to maintain stallholders in their usual location, no guarantee is made that the site will be available. Wherever possible, we will contact stallholders to discuss relocations in advance of the markets.

Once materials have been unloaded onto the site, stallholders' vehicles are to be moved to the outer perimeter of the Centre car park. Approved stallholder parking areas are along the perimeter of the Centre. No stallholder parking undercover, at entrances, or in the basement. This is a benefit to everyone as it allows for premium parking for customers. Customer convenience on market day is paramount.

4. Presentation

Naturally, the presentation and display of products are to remain at the highest standards throughout the day.

The presentation of the Centre overall also contributes to the success of the MSM, therefore please note the following:

1. Centre facilities (bins, chairs, tables) are not to be used by stallholders. Chairs and tables refer to furniture/fixtures and fittings in place for public use.
2. All sites and associated equipment must be kept clean, tidy, and well-presented at all times.
3. All personal belongings must be kept out of sight.
4. No materials (dirt, water, wrapping, rubbish) are to be left on the site at the end of the markets.
5. Products or other items (i.e. posters, banners, etc.) are not to be attached to any part of the Centre including shop fronts, doors, and windows.
6. A-Frame signs and marquees are strictly not permitted at any time.

Fire equipment and services are not to be obstructed or interfered with. Queensland Fire and Rescue can levy fines over \$1,000.00 to individuals found interfering with such equipment.

No naked flame is to be used at any time e.g. no lit candles, etc.

If you have any questions please contact Centre Management on 07 4036 3150.

5. Terms & Conditions

Payment

1. The stallholder (Licensee) will pay the fee for each booking online, or in some special cases, in cash, directly to Centre Management, or as otherwise directed in writing by the Licensor (Centre Management), on or before 5pm on the Thursday prior to market day.
2. Bookings may be cancelled and monies paid transferred over to credit if Centre Management is notified before 5pm on Thursday prior to market day.
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 made under or in accordance with this agreement, the amount payable for that supply under this agreement shall be increased by the amount of GST so levied or imposed. In this clause, the term 'GST' means goods and services or similar value-added tax.
5. Mt Sheridan Plaza will provide stallholders with a tax invoice upon request.

License Period

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

Trading Hours and Staff

7. 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.
8. The Licensee will ensure that any display is erected before 9am and dismantled after 3.00pm. Access is available from 7.00am 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.
9. The Licensee will not during this agreement part with 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

10. 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 the 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.

11. All displays must be prepared in a professional manner and to a standard that 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 displayed or the Centre.
12. The Licensee will ensure that all excess stock including cardboard boxes and bags is hidden from view. All signage, ticket writing, and large price cards must be presented in a professional manner. No handwritten signs are allowed.
13. 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 as specified in the booking schedule. Each licensed area will not exceed 1.5 metres in height - unless otherwise approved in writing by the Licensor.
14. The Licensee will obtain the Licensor's prior approval of the sound level associated with any display or the sound level of any promotional activity conducted by the Licensee and will ensure that the sound level is kept at the level determined by the Licensor in its absolute discretion.
15. 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 that 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

16. 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 the licensed area or this agreement.
17. The Licensee indemnifies and will keep indemnified the Licensor from and against any liability, loss, damage, expense, or claim which the Licensor may incur, including to a third party, during 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.
18. 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 insurance to the Licensor on demand.
19. A certificate of currency for Public Liability will be kept on file and the Licensee will notify Mt Sheridan Centre Management if this certificate is not current – whilst trading at the Centre the certificate of currency must be current and for the minimum value as

stated above. Insurance must be with a recognized Australian Insurance Broker or company – no offshore organizations will be recognized as per request of Mt Sheridan Plaza insurers.

20. The Licensee is solely responsible for the security of all merchandise associated with its displays.
21. 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 the same to the Licensor on demand.
22. Without limiting the generality of clause 20, the Licensee 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 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 the 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

23. The Licensor may terminate this agreement at any time by notice in writing to the Licensee.
24. The Licensor may at any time by notice to the Licensee relocate any licensed area within the Centre as deemed necessary by the Licensor.
25. The Licensee acknowledges that the Licensor has granted a non-exclusive license only and that the rights of the Licensee rest in contact only and this agreement does not confer any estate interest in the licensed area and/or the Centre and/or create the relationship of landlord and tenant between the parties and any such implications or inference is hereby expressly negative. This agreement comprises the whole of the agreement between the parties.
26. The Licensee acknowledged that no representation or warranty as to the suitability of the licensed areas for the purpose of use of the Licensee has been given by the Licensor to the Licensee.
27. 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 or by mailing it by prepaid letter addressed to the Licensee at the address specified in this agreement. Any notice from the Licensee to the Licensor will be sufficiently served by mailing it by prepaid letter addressed to the Licensor at the Licensor's registered office.
28. Words importing the singular value include the plural the vice 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.

29. 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 piggyback adapters and will supply its own power boards for use within the licensed area.
30. 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 Licensors.
31. The Licensee acknowledges that if the Licensors 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 a Licensors under this agreement are several and not joint liabilities and obligations.
32. The markets will operate in the Centre's mall area, this area is not licensed for the consumption or sale of alcohol.

6. Insurance

In line with general commercial practice, stallholders are required to maintain relevant insurance for their products and operation.

MSM stallholders are required to provide evidence **of public liability insurance of \$10,000,000.00 minimum** to operate at the markets, thus ensuring protection for themselves and their customers. This minimum is non-negotiable, as this is what is required in an indoor market.

Stallholders are not permitted to share their stall with other vendors unless the other vendor has adequate insurance or is named on the stallholder's policy. Any claims arising from misrepresentation will be strictly referred to the stallholder's insurance company.

7. Booking Form

Your Full Name: _____

Business/Stall name: _____

Postal Address: _____

Contact Phone: _____

Email Address: _____

Product Description: _____

Facebook handle _____

Site Location: _____

Site Size: _____

Date of
commencement: _____

YES/NO I am happy for Centre Management to pass on my details to customers.

Please accept my stallholder registration for the markets held at Mt Sheridan Plaza in accordance with the information contained in this stallholder information pack. I accept these terms and conditions and understand my stall is not confirmed until payment is received, and Centre Management approved my booking. I have attached a copy of my public liability certificate of currency.

SIGNED: _____

DATE: _____

Please return to admin@mtsheridanplaza.com.au or in person, or mail to:

Mt Sheridan Plaza

PO Box 14127

Mount Sheridan QLD 4868