

MARKET STALLHOLDER APPLICATION FORM AND TERMS AND CONDITIONS 2024

Mount Sheridan Plaza Centre Management
106 Barnard Drive, Mount Sheridan
receptionist@mtsheridanplaza.com.au
(07) 4036 3150

Mount Sheridan Plaza's Community Markets (MSM) take place on the 2nd Sunday of the Month from March to December to support local businesses and provide something different and interesting to customers. These Markets are all about what's local; this means stallholders can *only* sell items that are locally made, locally produced, or locally grown. Stallholders cannot sell items that directly compete with items available from existing retailers. Please send photos of the items you intend to sell along with this application.

Insurance

Stallholders are required to provide evidence of public liability insurance of \$10,000,000.00 minimum to operate in our Markets, thus ensuring protection for themselves and their customers. This minimum is non-negotiable, being 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.

Bookings and Payment

- It is the stallholder's responsibility to contact Centre Management staff to make a booking.
- Stallholders must make a booking with Centre Management before making a payment. Paying without making a booking does not secure stallholders with a site.
- Sites will NOT be reserved for stallholders unless they have made a booking, whereby the site is held for 1 day until payment is received. If payment is not received by the following day, the reservation on the site will expire. We recommend stallholders email Centre Management a remittance.
- The deadline for bookings and payment is 5pm Wednesday before each Market Day.
- Upon making a booking, Mount Sheridan Plaza will issue stallholders with a tax invoice. The tax invoice number must be entered into your banking reference field. Payment is accepted via direct deposit (see details below). Stallholders without internet banking can apply to the Centre Manager to pay exact cash in the office. The same Wednesday deadline applies.
- No refunds or credits of site booking fees will be given unless the Markets are cancelled by Mount Sheridan Plaza, for example, in the case of a cyclone.
- Stallholders can book a maximum of 2 sites on any one Market Day.
- Stallholders can book and pay for sites up to 3 months in advance.
- Stallholders who have not booked, paid, or provided their current valid Public Liability information by the Wednesday deadline will NOT be allowed to set up in Centre and trade on Market Day.
- Mount Sheridan Plaza reserves the right to relocate stallholders, however only if it is deemed necessary, for example, if a site against a wall becomes unavailable due to a shop leasing, furniture

relocations impact a site area, or promotional displays where there are no suitable alternatives.

Bank Details

BANK: NAB
A/C NAME: Mt Sheridan Plaza
BSB: 084 004
A/C NUMBER: 83 193 7355

Please quote your INVOICE NUMBER in the reference field.

Sites and Booking Fees

Site Type	Site Size	Site Price
Single	3x3m, or 1x6m maximum*	\$33 inc .GST
Double	2 single sites	\$66 inc. GST

- **SINGLE SITE BOOKING FEE**

A single site booking fee is \$33 including GST. *Some site areas are narrow, and some are wide, please discuss this when making your booking. We recommend a maximum of 3 standard trestle tables (with room for chairs and exit) at any single site.

- **DOUBLE SITE BOOKING FEE**

A double site booking fee is \$66 including GST. A double site is 2 single sites together or separated by a walkway. Please discuss options with staff as not all areas are suitable for double sites.

- **POWER FEE**

Power is only available at some sites and incurs an additional charge of \$11 including GST.

Special Offer for Non-Market Day Trading

Stallholders who have attended 6 or more Markets within 12 months can a site on non-market days for a reduced rate of \$77 including GST for a single site, or \$154 including GST for a double site.

Market Stall Presentation

The presentation and display of products are to remain at the highest standards throughout the day as this standard reflects on Mount Sheridan Plaza, and contributes to the success of the MSM, therefore:

- Centre facilities (trolleys, chairs, bins) are not to be used by stallholders. If trolleys are used to move items in, these are to be returned to designated trolley bay areas.
- Sites and associated equipment must be kept clean, tidy, and well-presented.
- All personal belongings must be kept out of sight.
- No materials (dirt, water, wrapping, rubbish) are to be left on the site at the end of the Markets.
- Products or other items (i.e. posters, banners, etc.) are not to be attached to or lean against any part of the Centre, such as roller doors and glass windows.
- Fire equipment and services are not to be obstructed or interfered with. Queensland Fire and Rescue can levy fines to individuals found interfering with such equipment.
- No naked flame is to be used at any time e.g. no lit candles, etc.
- Chairs must be located inside the site area and out of the way of shoppers and walking areas.
- Please note height restrictions of 1.5m are in place. Marquees are not allowed; however, metal frames are allowed for hanging items providing they are under 1.5m and do not obscure tenancies. More information on the site is under Standards and Presentation.
- Stallholders are NOT to relocate themselves or extend outside of their designated site area.

General Mall Leasing Terms & Conditions for Market Stallholders

Licensee = Stallholder

Licensed area = Market site

Set Up

- The Licensee will use the site area only for the purpose specified in this Agreement and will conduct its business during the trading hours of the Markets and ensure that their site is ready to go by 9:00 am and dismantled after 3.00 pm. Access to the mall is available around 7:30 am on Market Day.
- Stallholders are NOT to set up on Friday for a Saturday / Sunday trade, or on Saturday for a Sunday only trade. However, stallholders booked in on the Saturday before Market Day at the same site location can leave their stall up overnight providing it is suitably covered. This is done so at a stallholder's own risk and Mount Sheridan Plaza is not liable for any loss or damage that may occur.
- All vehicles must be removed from the car spaces near the Centre entrances and parked on the perimeter of the car park before 8:30 am.
- If trolleys are used to move items in, these must be returned by 9:00 am back to the designated trolley areas.
- The Licensee will 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 Market trading hours.

Standards and Presentation

- The Licensee will not inhibit, restrict, or obstruct the view of any shop front in the Centre. The Licensee will conduct its business 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 to remove any such obstructions, restriction, or interference.
- 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.
- The Licensee will ensure that all excess stock including cardboard boxes and bags is hidden from view.
- The Licensee will ensure that all its fittings, equipment, and other articles are kept within the licensed area. Each licensed area will not exceed 1.5 metres in height - unless otherwise approved in writing by the Licensor.
- 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.
- 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.
- 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. Any cords on the floor must be covered by tape so they are not trip hazards.
- Stallholder's tables/chairs etc will not be stored on-site.

Legal Requirements

1. 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.
2. 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.
3. The Licensee will affect 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 in the licensed area and/or Centre. The Licensee will produce evidence of the currency of such insurance to the Licensor on demand.

4. A certificate of currency for Public Liability will be kept on file and the Licensee will notify Mount 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 recognised as per request of Mount Sheridan Plaza insurers.
5. The Licensee is solely responsible for the security of all merchandise associated with its displays.
6. The Licensee will comply with all statutes, ordinances, and regulations that 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.
7. The Licensee will:
 - a) Comply with and will ensure that its employees and agents will 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 such legislation.
 - 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

1. The Markets will operate in the Centre’s mall area, which is not licensed for the consumption or sale of alcohol.
2. The Licensee will abide by any instructions given in an Emergency. This may include the immediate evacuation of all persons in the Centre.
3. 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 power boards for use within the licensed area.
4. The Licensor may terminate this Agreement at any time by notice in writing to the Licensee.
5. The Licensor may at any time by notice to the Licensee relocate any licensed area within the Centre as deemed necessary by the Licensor.
6. The Licensee acknowledges that the Licensor has granted a non-exclusive license only and that the rights of the Licensee rest in contract 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.
7. The Licensee acknowledges that no representation or warranty as to the suitability of the licensed areas for use of the Licensee has been given by the Licensor to the Licensee.
8. 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 a Licensor under this Agreement are several and not joint liabilities and obligations.
9. 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.
10. 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.
11. This Agreement is valid for the term of one calendar year, or until the Licensor issues a new application.

Mount Sheridan Plaza

Market Stallholder Application 2024

Please return this completed form including the above Agreement pages to receptionist@mtsheridanplaza.com.au or to Centre Management. Photos of items must be supplied.

Your Full Name: _____

Contact Phone: _____

Email Address: _____

Business/Stall name: _____

Product Description: _____

Facebook handle _____

Single or Double Site: _____

Site Location: _____
(desired)

Can we share your contact information with customers upon request? YES NO

Authorisation:

I have read, understand, and accept the terms of this Agreement and Terms and Conditions, and acknowledge that my application is subject to approval by Mount Sheridan Plaza.

SIGNED: _____

DATE: _____

CENTRE MANAGEMENT TO COMPLETE:

APPROVED BY: _____