Market Stallholder Application Form & Terms and Conditions 2025

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

General Definitions

- **Licensee**: The applicant entering this agreement.
- Licensor: The Green Group Property Investments PTY LTD / Mount Sheridan Plaza.
- Market Site / Licensed Area: The designated area booked for use.
- **Stallholders**: Any individuals working in the Market Site / Licensed Area.

Overview

- Markets are held on the 2nd Sunday of each month from March to December. The Market dates for 2025 are as follows:
 - March 9, April 13, May 11, June 8, July 13, August 10, September 14, October 12, November 9 and December 14.
 - Stallholders can only sell locally made, locally produced, or locally grown items.
 - Stallholders cannot sell items that directly compete with items available from existing retailers.
 - Photos of items for sale and stall set up may be required.

Insurance

- Stallholders must have valid \$10 million Public Liability Insurance (non-negotiable). A
 copy must be provided to the Licensor at the time of booking.
- Insurance cannot be shared unless other vendors are covered under the same policy. Any misrepresentation will be referred to the Stallholder's insurance.

Site Types and Fees

- Single Site (maximum of 6m x 1m, or 3m x 3m): \$33 (incl. GST).
- Double Site: \$66 (incl. GST).
- Power Fee: \$11 (incl. GST).
- Special Rate: Stallholders can enjoy a discounted site rate on non-Market days after attending 6+ Markets in 12 months or subject to approval by the Centre Manager: \$77 (single), \$154 (double).

Market Booking Opening Dates

In 2025, Market bookings open from the following dates:

- March, April, and May bookings open February 1
- June bookings open March 10
- July bookings open April 14
- August bookings open May 12
- September bookings open June 9
- October bookings open July 14
- November bookings open August 11
- December bookings open September 15

Bookings and Payments

- Stallholders can book a maximum of 2 sites per Stallholder per Market Day.
- Bookings must be made before payment. Payment before booking does not confirm a site.
- If an invoice is not paid by the due date, the market booking expires, and the Stallholder must contact Centre Management to make a new booking.
- Failure to pay or provide valid insurance disqualifies trading.
- Payments can be made via direct deposit; exact cash may be accepted for those without online banking by prior arrangement.
- Market bookings close at 5pm on Wednesday before each Market Day unless approved by Centre Management.
- Refunds are not provided after invoices are issued; credits are only given in exceptional circumstances at the Centre Manager's discretion.
- If the event must be cancelled by the Licensor (e.g. in the case of a cyclone), credits or refunds will be issued.

Site Presentation and Standards

- Stallholders must keep sites clean, tidy, and professional throughout the day.
- Use of Centre facilities (e.g., tables, chairs, bins) is prohibited.
- If trolleys are used to move stock to the site, please ensure they are returned to the designated bays by 9am.
- Do not attach or lean items against Centre property (e.g., roller doors, glass windows).

- Naked flames (e.g., candles) are prohibited.
- Items must not obstruct walkways, fire doors, or tenancies.
- Height Restriction of 1.5m applies.
- Marquees are prohibited, but approved metal frames are allowed if under 1.5m.
- A-frames are permitted providing they are within the allocated site and not placed where they may be a trip hazard.
- Ensure all power leads are tagged by an electrician, avoid using piggyback adapters, and tape floor cords to prevent trip hazards.
- Noise from the site (e.g., TV monitors, laptops) must be kept to a minimum.

Set-Up Guidelines

- Set-up starts at 7:30 AM when the Centre opens and must be completed by 9am when the Markets commence.
- If you park close to entrances to unload stock, please move your vehicle to a spot further away by 8:30 AM to free up convenient spaces for shoppers.
- Stalls can be left up overnight only if the stallholder has a back-to-back Saturday and Sunday booking. Stallholders are not permitted to set up the site the previous night for the following day.
- Sites should be manned during the core Market hours of 9am-3pm.

Legal Obligations

- Immediately report accidents, emergencies, spills, or hazards to Centre Management,
 Cleaners or Security (0458 969 921). Remain until the spill or hazard is cleared.
- The Licensee uses the licensed area at their own risk and releases the Licensor from liability for any damage, loss, injury, or death related to the Licensee's use of the area or this Agreement.
- The Licensee is responsible for securing all merchandise at their site.
- The Licensee indemnifies the Licensor against claims, damages, or losses, including those involving third parties, arising from the Licensee's use of the area or related negligence.
- The Licensee must comply with all relevant laws and obtain necessary consents or approvals, producing them upon request.

- The Licensee must:
 - Adhere to occupational health and safety laws and ensure any persons working at the Market site do the same.
 - o Ensure their business activities respect intellectual property laws.

Additional Notes

- The Licensee must follow all emergency instructions, including evacuations.
- The Licensor may terminate or relocate the Licensee's site at any time with written notice.
- This Agreement does not create a landlord-tenant relationship or confer any exclusive rights; others may be granted similar rights.
- The Agreement is non-transferable and valid for one calendar year unless superseded by a new Application.
- The Licensor makes no warranty about the suitability of the Licensed Area for the Licensee's use.

Payment Details

Bank: ANZ

Account Name: Green Group Property Investments

• **BSB**: 014 522

Account Number: 8386 64281

Please use your invoice number in the Reference field and email the remittance to receptionist@mtsheridanplaza.com.au.

Termination Rights

Mount Sheridan Plaza reserves the right to terminate this Agreement at any time if the Licensee breaches these Terms and Conditions.

Market Stallholder Application Form

Please return this completed, signed form to receptionist@mtsheridanplaza.com.au or in person to Reception.

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:			
	d accept the terms of this Agreement and Te application is subject to approval by the Cen		
SIGNED:			
DATE			