

STALLHOLDER TERMS & CONDITIONS

DEFINITIONS

- **Management** means The Fine Projects Group Pty Ltd (ACN 158 941 729) trading as The Fine Design Market, its directors, committee, employees, staff and officers.
- **Market** means the area at Eastland Shopping Centre, adjacent to Town Square (Melbourne Street and Civic Place), 171-175 Maroondah Highway, Ringwood, 3134 occupied for the purposes of carrying out the sale of goods and services.
- **Market Date** means the date set by Management from time to time and as advertised online at www.thefinedesignmarket.com.au
- **Products** mean the goods and services which Management have approved the Stallholder offer for sale at the Market.
- **Stall** means an area allocated by Management to a stallholder for the purposes of carrying out the sale of goods and services.
- **Stall Equipment** means marquees, tables, chairs, covers, racks, signage etc within the Stall.
- **Stall Fee** means the fee payable by the Stallholder for the Stall determined by the Management from time to time and set out in the Stallholder Application Form provided by Management to a Stallholder.
- **Stallholder** means a person, persons or legal entity and their employees, staff, agents or representatives who have applied for or been granted consent by Management to occupy a Stall and undertake trading at the Market. A Stallholder includes a Guardian of Young Designers/ Students who are under 18 years old.
- **Stallholder Application Form** means the application submitted to Management by a Stallholder when applying for a Stall for a specified Market Date.
- **Terms and Conditions** means all the terms and conditions outlined in this document, as amended from time to time.
- Words in the singular include plural and in the plural include the singular. Where there is more than one person, legal entity or partner noted on these Terms and Conditions then these Terms and Conditions shall apply to them jointly and severally.

PRODUCTS

- All Products must be designed or made in Australia.
- All Products must be listed on the Stallholder Application Form and require approval of Management prior to being sold.
- Management has the right to refuse and remove any Product from a Stall on a Market Date that is not listed or substantially different from that or those listed in the Stallholder Application Form.
- Stallholders are not permitted to sell any item or items deemed by Management at its absolute discretion to be offensive, illegal, or prohibited.
- The Stallholder is responsible for ensuring all Products comply with relevant Australian safety and compliance standards and are fit for the purpose.

TRADING HOURS AND STALL SET UP

- The Market will operate from 5.00pm to 9.00pm on each Market Date.
- Stallholders must be ready to trade by 5.00pm and must continue to trade until 9.00pm on the specified Market Date, unless otherwise advised by Management.
- If any Stallholder does not comply with these trading hours the Stallholder will be issued a written warning. A second written warning will result in the termination of the Stallholder's right (if any) to occupy a Stall at future markets, or the refusal of any further applications for a Stall made by the Stallholder.
- If the Stallholder commits a gross breach of these Terms and Conditions or does or omits to do any act or thing which results in danger to other Stallholders or the public, the Stallholder will be given notice by Management and must vacate the Market immediately.
- Stall allocation is at the discretion of Management.
- An information pack will be sent to Stallholders prior to the Market Date for which they are approved outlining relevant site information, including bump in and bump out details, and including the Eastland Shopping Centre operating guidelines which are deemed to form part of these Terms and Conditions.
- The Stallholder must ensure the Stall is professionally displayed and in line with market standards being neatly & creatively presented with use of quality equipment. Management has the right to request a Stallholder improve the level of presentation at any time.

- Stalls will be allocated at the discretion of Management in either a marquee (installed by Eastland) or covered area (under a building awning which does not require a marquee). Management cannot guarantee a particular stall location, Stallholders must come prepared for either location.
- Spruiking is not permitted at any time during the trading hours.
- Stallholders must ensure their Stall is attended at all times by the Stallholder or a representative or employee of the Stallholder with authority to act on behalf of the Stallholder.

STALL HIRE

- Full payment of Stall Fees must be made within 7 days of Stall booking confirmation, which will be provided in writing by Management to the Stallholder (bank details will be provided).
- Payment of Stall Fees must be made by direct funds transfer or bank deposit.
- Bookings will only be secured once payment of Stall Fees has been received. If not received within seven days, Stall booking will be re-offered to next interested Stallholder.
- Stall Fees will not be refunded once payment has been received and no credit notes will be given for these events. This includes cancellation due to inclement weather.
- Stallholders must ensure they have all relevant permits (if any) required to operate a Stall.
- Stallholders are responsible for and must ensure the safety of their employees and representatives at all times.
- Food Stallholders must comply with local, state and federal health regulations and food acts.
- Smoking is not permitted at Stall site.
- Animals are not permitted at Stall site.
- Music or amplified sound may not be used at stall site unless prior approval is given by Management at their discretion.
- Stallholders must not affix anything to the site or marquee infrastructure without prior permission.
- Stallholders must ensure they do not allow any display in the Stall allocated to them to stain the Site, the floors or any other surface of the Site. The Stallholder hereby acknowledges and agrees to use protective materials to ensure the site is not stained or damaged and will be solely responsible for the costs of making good the site in the event staining or damage has occurred as a result of their actions or actions of their employees or any other event.
- Stallholders may be required to participate in any induction training reasonably required by Management.

PUBLIC LIABILITY INSURANCE

- All Stallholders are required to have public liability insurance for the amount of \$20 million and must provide a copy of the certificate of currency to Management with the Stallholder Application Form.
- If you do not have public liability insurance, Management can provide this to you for an additional \$10.00 per stall per market. Please state on the Stallholder Application Form if you require Management to provide cover for you. If so, please note there is a \$1,000.00 fee payable on each and every claim by the claimant on the policy. If a Stallholder makes a claim under the policy they will be responsible for the \$1,000.00 fee payable.
- Stallholders selling skin care products, oils, fragrances, soaps and consumables are also required to have their own product insurance for not less than \$20million per claim and a copy of the certificate of currency must be provided to Management.

EQUIPMENT

- Management makes no warranty in relation to the condition of any Stall Equipment, if provided to a Stallholder, and will not be responsible for any loss or damage caused by any malfunction of the Stall Equipment.
- Stallholders bringing their own Stall Equipment must ensure the Stall Equipment is erected securely, maintained and appropriately weighed down at all times, so as not to endanger any person or thing. Management may request a Stallholder improve the safety of the Stall, and failure to do so may result in a written warning or, where a serious danger is perceived, immediate notice to the Stallholder to vacate the Market.
- All Stall Equipment must remain within the Stall site. For the safety of others, public access ways must remain clear at all times.

WEATHER

- The Market will operate outdoors unless the weather is considered too dangerous for the market to continue to trade at the sole discretion of Management.
- In the event of high wind speeds management has the right to not put up marquee infrastructure if they believe it will cause a risk to public safety. Stallholders have the option to trade without a marquee in this instance.

POWER REQUIREMENTS

- If permitted by Management by prior written consent, any electrical equipment and leads brought into the Market by a Stallholder must be tagged and tested in compliance with relevant workplace regulations and Australia Standards.
- Piggybank adapters are not to be used at all on the site.
- Stallholders must ensure all electrical cords are secured in a manner approved by Management so as not to cause a trip hazard.

WASTE MANAGEMENT

- After 9.00pm on the relevant Market Date, Stallholders are responsible for the removal of all waste from their Stall and the Market, having regard at all times to the environmental policy of Management.

ENVIRONMENTAL POLICY

- Stallholders acknowledge it is the environmental policy of Management:
 - to reduce packaging or use recycled or recyclable packaging;
 - to promote the disposal of all waste in an environmentally friendly manner;
 - to encourage patrons to use re-usable bags by limiting the availability of plastic bags to customers; and
 - by accepting these Terms and Conditions, Stallholders agree to implement this environmental policy wherever possible.

STALLHOLDER INDEMNITY

- Without limiting the generality of any other provisions contained in these Terms and Conditions, the Stallholder hereby indemnifies and holds Management harmless from and against all claims for loss arising in connection with or in relation to:
 - The Stallholder's occupation of the Market;
 - The sale or attempted sale of the Products approved by Management, or any other products or services;
 - Any injury or harm suffered by the Stallholder, its agents or employees;
 - Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the Stallholder;
 - Any loss of or damage to the Stallholder's property regardless of the cause of that loss or damage;
 - The death of any person as a consequence, in whole or in part, of any act of omission by the Stallholder;
 - Any breach of these Terms and Conditions by the Stallholder;
 - Any legal costs on a full indemnity basis incurred by Management as a result of the Stallholder's breach of these Terms and Conditions;
 - Theft or damage of Products, Equipment or goods under the control of the Stallholder;
 - Any journey by the Stallholder to and from the Market; or
 - Damage or injury to any property or person.

CANCELLATION

- Stallholders will not be issued with a refund or credit for stall fees paid in the event they cancel their scheduled market date or dates, for any reason whatsoever.
- Management at its discretion may cancel a market date or dates for reasons including but not limited to, inclement weather, dangerous conditions, or any other reason given by Management, acting reasonably. In this event, no refunds or credits will be given to Stallholders whatsoever.

DISCLAIMER

- The Stallholder acknowledges and agrees that Management makes no warranty or representation in relation to or in connection with the Stallholder's occupation or use of the Market. Without limiting the generality of this clause, the

Stallholder acknowledges and agrees that Management has made no warranty or representation in relation to or in connection with:

- The prospects of the Stallholder for selling Products at the Market;
- The Stallholder's access to people visiting the Market or the access those people have to the Stallholder;
- The existence or number of products that will compete with the Products for the attention of prospective buyers;
- The existence or extent of services and/or facilities of any kind at the Market;
- The position within the Market that each Stallholder will occupy;
- The suitability of the Market for any particular purpose or the existence of any latent or patent defect at the Market;
- The extent, if any, to which other visitors to the Market might interfere with the Stallholder's use of the Market;
- The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by Management;
- The existence or extent of any security measures undertaken to protect the Stallholder, the Products and/or the Market against terrorist or other criminal activity; or
- The existence or extent of any security at the Market.

TERMINATION

- If a Stallholder is in breach or does not comply with the Terms and conditions of the Market, the Stallholder may be issued a written warning and a subsequent written warning will result in the termination of the Stallholder's right (if any) to occupy a Stall at future markets or refusal of any future applications by the Stallholder for a Stall.
- In the event of a gross breach of these Terms and Conditions or an act or omission on the part of the Stallholder which results in imminent danger to others, the Management will give notice to the Stallholder and the Stallholder must vacate the Market immediately.
- Management has discretion to issue a written warning and / or reserves the right to remove or have removed from the Market as a trespasser a Stallholder to whom notice to vacate has been issued but not complied with.
- In this event, no refunds are given.