

CONDITIONS FOR STALLHOLDERS

The Company: D & L STEPHENS ENTERPRISES PTY LTD ABN 51 056 661 557 GST REGISTERED

BOOKINGS/ENQUIRIES: MOBILE: 0412 056531 FAX: 9401-9263, davestep@bigpond.net.au

D & L Stephens Enterprises Pty Ltd referred to as the "The Company" grant a license to the stall holder on the following terms:

- 1) The Stall holder shall have access to the Market up to 2 hours prior to opening time for the purpose of setting up his/her stall and arranging goods for sale.
- 2) The Stall holder shall within 1.5 hours after closing time of the Market remove there from his/her stall structure and all unsold goods and other property and leave clean, neat, tidy and free from all rubbish and litter the stall area allocated to him/her and its immediate vicinity.
- 3) The Stall holder is to pay license fees in advance to the "The Company" at rates determined by the Festival Committees and "The Company". Fees paid by the Stall holder for the Festival or Monthly Markets are not transferable or refundable, unless 21 days notice is given to "The Company" and a 10% handling charge will be deducted. Any refunds within this period will be at the sole discretion of "The Company"
- 4) The market site to be used by the stall holder shall be determined by the Festival Committees and "The Company" and the Stall holder will keep wholly within such a site.
- 5) A Stall holder shall during the continuance of his/her license, observe, perform and comply with all provisions of any laws, regulations, ordinances and requirements whatsoever. whether parliamentary or of any competent statutory board or authority relating to or affecting the conduct and carrying on business of selling such goods as such Stall holder offers for sale or of performing such services as he/she provides.
- 6) The Stall holder will ensure that all persons conducting the stall behave in a proper manner and do not cause unreasonable offence or nuisance to any other Stall holder or person in the market.
- 7) The Festival Committee's and "The Company" shall not be responsible in any way, for any goods or property of the Stall holder brought into the market.
- 8) The Stall holder indemnifies the Festival Committee's and "The Company" and their Staff against all actions, suits, claims, demands, proceedings, losses, damages, compensation costs (including solicitor and client costs) charges, and any expenses whatsoever in respect of any personal injury or damage to property caused or contributed to by the wilful or negligent acts or omissions of the Stall holder or employees or agents of the Stall holder, or of any infringement, disturbance or destruction of any right of any person arising directly or indirectly out of the use of the stall or Market area by the Stall holder or employees or agents of the Stall holder.
- 9) If any breach of these conditions is committed, suffered or permitted by the Stall holder "The Company" shall be entitled forthwith to terminate the license without prejudice to any right of action of "The Company" in respect of such breach. In the event of such termination the Stall holder shall remove all property and goods from the stall and market area and any property and goods not so removed may be disposed of by "The Company" as they shall think fit without any liability to the Stall holder.
- 10) The Stall holder shall obey all reasonable directions of any representative of the Festival Committee's and "The Company" in attendance at the market as to the conduct of the stall or as to any matters provided for in these conditions.
- 11) "The Company" reserve the right to vary these conditions from time to time and to cancel the market in adverse conditions.
- 12) Where there is more than one Stall holder the liability of the Stall holder under these conditions shall be joint and several.
- 13) Without prejudice to the generality of any other provisions of these Rules there shall not be brought into sold, offered for sale or used in the market any drugs of addiction, inflammable liquid or gases, explosives, weapons, ammunition, fireworks and any articles which in the opinion of "The Company" would be considered offensive, dangerous or physically or morally objectionable.
- 14) All rubbish or litter belonging to each Stall holder is the responsibility of the Stall holder alone and must

be taken from the grounds and disposed of thoughtfully.

15) No second hand material is to be offered for sale without the expressed written permission of "The Company"

16) There will be no refunds of stall fees in the event of adverse climatic conditions during the Festival or Monthly Markets. Failure to show up for a Market or Festival will forfeit any fees paid.

17) All food stalls must comply with Councils' Requirements for Temporary Food Premises.

18) All stalls must comply with all statutory O.H. & S. regulations

19) Vehicles must be driven at walking pace (8kph Max.) in the market area.

GOOD LUCK AND GOOD SELLING

COUNTERFEIT GOODS AND ILLEGAL COPIES POLICY

These products are **NOT WANTED** at any of our markets and festivals.

Any stall holder suspected of selling or having counterfeit or illegal goods will be;

1. Reported to the company concerned or their nominees.

2. This company will give full co-operation to the relevant companies legal council and Police.

3. The Police will be informed.

4. If observed by the investigators – you will be charged.

5. You will immediately cease to be a stall holder at any market or festival run by this company.

If you do have legitimate ownership of brand name goods please ensure that you have a photocopy of your purchase invoice with the description of the goods being sold.