



STALLHOLDER TERMS AND CONDITIONS

Thank you for joining us! We look forward to working with you at Vintage Traders Emporium. By applying, you agree to the following Terms and Conditions.

"Licensor" refers to Julie Glazner trading as Vintage Traders Emporium

"Licensee" means you personally and your company (as applicable), any of your staff, contractors, agents or representatives.

"Stall Fee" means the fee including GST per calendar month for your stall category as outlined in your application form.

I. Trading Hours

Vintage Traders Emporium is open every day, 12 noon to 5 pm, 7 days per week excluding Christmas Day, before 1 pm on ANZAC Day and Good Friday. On extreme temperature days we reserve the right to close earlier than 5pm.

2. Applications

- I. We assess your application to be a stallholder with the Licensor based on a range of criteria, including diversity of stallholder offerings and supporting local retailers and artists.
- II. The Licensor may at its sole discretion decline any applications.
- III. Once your application to be a stallholder has been approved by the Licensor you are required to pay the Stall Fee in accordance with 3. below.
- IV. Your stall licence at the Vintage Traders Emporium must not be transferred, sub-licensed, sold or assigned to any other entity without the Licensor's prior written consent. If the Licensor consents to your rights to a stall being transferred, sub-licensed, sold or assigned to another party, you warrant that the party receiving those rights has agreed and is bound by these terms.



3. Stall Fee, Commission & Sales

- I. Once your application is accepted, your Stall Fee is payable each calendar month and is payable one calendar month in advance.
- II. The Stall Fee is deducted from your sales totals where you will continue to have a stall at Vintage Traders Emporium.
- III. No duties are required as part of your payment towards your stall.
- IV. Commission is charged at 11% of the GST inclusive price of all sales.
- V. All sales must be made at the front counter by the Licensor's sales staff.
- VI. You are not required to staff or man your stall. Sales will be promoted by the Licensor's sales staff. Should you wish to make yourself available by telephone for any customer queries during trading hours, please provide a contact telephone number to the Licensor.

4. Payment of sales

- I. Sales totals are processed on a monthly basis.
- II. All sales will be processed through the cashier and will incur 11% commission
- III. Sales are reported and paid monthly. Each month you will be paid your sales totals, less commission of 11% and your Stall Fee pro rata for the following month. Payments will be made by direct credit to a bank account nominated by you.
- IV. Payments are paid into your nominated bank account before the 14th day of the month following the sales month. Eg July sales will be paid by 14 August.
- V. A statement of sales for the month will be generated and sent via email. Hard copy reports are available on request
- VI. Your sales tags will be collected and stored on a daily basis and will be available for verification on request.



5. Termination of stall agreement

Either party can terminate this licence by providing one calendar month's written notice to the other party.

6. Stall infrastructure

Construction of partition walls, fixed shelving or other forms of infrastructure must not be undertaken without discussion with and permission from the licensor.

7. Electrical

- I. All items used at your stall as part of your stall display, MUST be tested and tagged. We offer the service of testing and tagging at \$2.50 per item to stall holders (non stall holders \$5 per item)
- II. We offer the service of testing and tagging at \$2.50 per item to stall holders (non stall holders \$5 per item).
- III. If you choose not to have your electrical items tested and tagged, we will not be able to offer a customer pre-purchase testing. Most people wish to check if an electrical item is working before the buy it.
- IV. Non-tested and tagged electrical items MUST NOT be plugged in and MUST have the following warning securely attached. Non-tested and tagged items without the following warning are unable to be sold:

DANGER DO NOT USE OR CONNECT TO SUPPLY – THIS SECOND-HAND ELECTRICAL EQUIPMENT MAY BE FAULTY AND SHOULD BE INSPECTED AND TESTED BY A COMPETENT PERSON IN ACCORDANCE WITH AS/NZS 3760.



8. Stall Appearance & Stocking

- I. Your stall must be kept clean, well stocked and tidy at all times to maintain Vintage Traders Emporium's high standards.
- II. You must only use your stall for the purposes of displaying for sale maximisation the products outlined in your application to be a stallholder.
- III. You must only display your products in a manner which does not interfere with those of the
- IV. Should the Licensor determine at its sole discretion that your stall is not being maintained to the appropriate standard:
 - I. you will receive a written warning providing 14 days to return your stall to its required standard of cleanliness and appearance; and
 2. should your stall not be returned to the standard required by the Licensor, you will be charged a cleaning fee of \$40 per hour to restore your stall to an appropriate level of maintenance.

9. Pricing & GST

- I. All items must be clearly labelled with your stall ID, a short description (minimum 2 words), stall ID and price. Labels must be removable.
- II. All prices displayed on labels must be either GST-free or priced inclusive of GST.
- III. You must notify the Licensor if you are registered for GST or become registered for GST. If you are registered for GST or become registered for GST, you must provide your Australian Business Number (ABN) to the Licensor.



10. Responsibility for damage

- I. You warrant that you are liable for and indemnify the Licensor against any damage:
 - a) caused by you to your stall space, the market premises or the Licensor; and
 - b) or injury caused by or due to your products including but not limited to failure to comply with any laws, regulations and standards or any malfunctioning or not being fit for its purpose.
- II. You agree you have no right to claim any compensation against the Licensor for any loss or damage that you may suffer however arising from your involvement with the Licensor. You agree the
- III. Licensor does not have liability for any direct, indirect or consequential damage, loss or harm of any nature suffered by you that may result from your licence with the Licensor.
- IV. A high level of care will be taken to prevent theft and breakages. You agree the Licensor is not responsible and cannot be held responsible or liable for any theft, damage or actions that cause a reduction in the value of your products or stall. At all times, your items are kept at your own risk.

11. Warranty

You warrant that all products sold in your stall:

- I. comply with all relevant safety laws and regulations
- II. do not infringe any third party rights including intellectual property rights
- III. do not contain material which is abusive, defamatory, hateful, discriminatory, racist, sexist, offensive, misleading or deceptive or is otherwise unlawful in any manner
- IV. and are sold with appropriate permits as required, the obtaining of which is your sole responsibility.



Vintage Traders Emporium

ABN: 30 998 503 959

0427 241 317

Shed 2 10 Crosby's Lane Mansfield

www.vintagetradersemporium.com.au

I agree to the terms and conditions above.

Name:

(Please print)

Signature:

Date: