



The Old Bus Depot Markets (the Market) is operated by Iconic Markets & Events trading as Old Bus Depot Markets (OBDM Management) and is licensed by the ACT government to operate as a weekly Sunday market and Saturdays in December before Christmas. Participation as a stallholder in the Market is by

TERMS AND CONDITIONS

Operation of Stalls

- 1 OBDM Management grants to the Stallholder a licence to operate the Stallholder's allocated Stall at the Market on a periodic, week-to-week basis, on the following conditions:
 - 1.1 The Stallholder's right to operate its allocated Stall at the Market is granted by OBDM Management on a week-to-week basis and is not automatically renewable for each subsequent week. Renewal of the licence each week is at the discretion of OBDM Management;
 - 1.2 Subject to this agreement, the Stallholder may operate its Stall only between the hours of 9:30am and 2:30pm on days when the Market is open for business;
 - 1.3 All Stallholders must set up their Stalls by 9:30am and remain set up until 2:30pm. Early packing up is not permitted without the permission of the OBDM Management;
 - 1.4 The Stallholder's right to operate a Stall at the Market is at the discretion of OBDM Management. OBDM Management may terminate a Stallholder's right to operate a Stall at any time and for any reason, including where:
 - a) a Stallholder sells goods or products that have not been approved by OBDM Management;
 - b) a Stallholder's conduct is unacceptable, as determined by OBDM Management; or
 - c) a Stallholder does not pay the required Stall Fee on time or at all (see section 7).

Sale of approved goods/products

- 2 Stallholders may only sell goods or products that have been approved by OBDM Management.
- 3 OBDM Management reserves the right to determine what products are sold at any given time in the Market as a whole and to review the makeup of the Market at any time it deems necessary.
- 4 Should a Stallholder wish to expand its range of goods and sell goods that have not been previously approved by OBDM Management, it must seek and obtain the approval of OBDM Management to any proposed new goods prior to commencing to sell those goods.

Floor plan and location of Market

- 5 OBDM Management reserves the right to change the floor plan of the Market, and to determine the location of individual stalls in the Market each week. Stallholders may not object, and have no claim against OBDM Management, if they are required to change the location of their Stall within the Market.
- 6 OBDM Management reserves the right to move the location of the Market or to close the Market.

Payment

- 7 Each Stallholder is required to pay OBDM Management a fee, set by the OBDM Management to operate a Stall (**Stall Fee**). OBDM Management reserves the right to increase or vary the Stall Fee at any time.
- 8 The Stallholders must pay the Stall Fee to OBDM Management by [5.00pm on] the Wednesday preceding the Sunday of trading. If payment of the Stall Fee has not been made by [5.00pm on] the Wednesday, it will be assumed by OBDM Management that the Stallholder will not be participating in the Market on the succeeding Sunday and the Stallholder will not be permitted to operate its Stall on that day, unless otherwise agreed by OBDM Management. A fee of \$5 will apply to all late payments.

Stallholder Information Guide and Market policies and procedures

- 9 It is a requirement of participation in the Market that Stallholders have carefully read and familiarised themselves with the information contained in the *Stallholder Information Guide*, and all Market policies and procedures, and that they comply with all Market policies and procedures when operating their Stalls

- 10 Stallholders are also requested to read Market newsletters when distributed, and to understand that the contents of subsequent Market newsletters may set new operational policies for the Market. Stallholders must comply with any new operational policies contained in Market newsletters.
- 11 The Old Bus Depot Markets is a non-smoking environment and Stallholders must not smoke or permit smoking at their Stalls or anywhere else in the Market and/or outdoor areas.

Insurance

- 12 While the management carries insurance to cover public risk, stallholders are required to take out a similar insurance cover in case stallholders are found personally liable for any damage caused to members of the public or to the property of members of the public. If an incident occurs within a stallholder's space which involves the stallholder, it is essential the stallholder notifies Old Bus Depot Markets Management as soon as possible.

Liability and Indemnity

- 13 OBDM Management takes no responsibility for, and will not be liable for, any damage to, or loss of, property of any Stallholder at any time in the Market except where such damage or loss is solely caused by the negligence of OBDM Management.
- 14 The Stallholder occupies the area in which the Stall is located at his or her own risk entirely. Each Stallholder releases and holds harmless OBDM Management from all and any claims made against OBDM Management arising out of the Stallholder's use and occupation of the area in which the Stall is situated.
- 15 The Stallholder has no claim against OBDM Management for any loss or damage to a Stallholder arising directly or indirectly from:
 - a) any decision by OBDM Management to terminate the Stallholder's right to operate a Stall under section 1.4;
 - b) any circumstance where OBDM Management is required to, or determines to, close the Market;
 - c) any circumstance where OBDM Management is required to, or determines to, move the location of the Market; or
 - d) any order made by any government, semi-governmental, local or statutory authority restricting the Stallholder's occupation of the marketplace.
- 16 The Stallholder agrees to indemnify and keep indemnified OBDM Management against all actions, claims, suits, and demands brought, maintained or made against OBDM Management by any person arising out of the Stallholder's, and its employees and agents', occupation or operation of the Stall.
- 17 The Stallholder acknowledges that these Terms and Conditions apply not only to the Stallholder but also to anyone who works on the Stallholder's behalf.

No inducement

- 18 The Stallholder acknowledges that he/she has not been induced to enter into this agreement by any statement or representation made or given by or on behalf of OBDM Management.

Dated _____

**SIGNED for and on behalf
of the Stallholder** _____

PRINT NAME OF STALLHOLDER _____

**Signed for and on behalf
of Iconic Markets & Events Pty Ltd as the
management company
for the
OLD BUS DEPOT MARKETS** _____