



## TERMS & CONDITIONS OF TRADE

1. These rules have been compiled with the best interests of all Tenants and the public in mind. The management of the Market reserve the right to alter these rules as and when necessary.
2. Tenants will pay a security deposit of \$400. The security deposit will be returned to you in the event you leave the Market and no moneys are owed to the Market at that time. Any moneys owed by you to the Market will be offset against the deposit and any balance returned to you.
3. Stalls must be open / closed and staffed at times set down by Management.
4. Maintenance, cleanliness, and construction of the stall is the responsibility of the Tenant. The stall must be kept in a good condition and maintained as and when deemed necessary by Management.
5. Only tradesmen approved by Management may be employed by the Tenant to do work on their stall. Any additional electrical or plumbing works in relation to your stall will only be undertaken by market approved contractors.
6. All / any agreements between the Tenant and Management are to be kept confidential and not disclosed to any other party except for obtaining legal or financial advice.
7. Tenants must be ready to trade at opening times and vacate the premises within 60 minutes of the Market being closed to the public. Food outlets are permitted one hour before and one hour after trading to ensure that cleanliness and health regulations are met.

8. All rents must be paid by midweek prior to the weekend trading. All Tenants must be in credit with their rent account. The preferred method of payment is directly into our bank account to minimize any cash handling in the office.
9. All queries and requests to Management must be addressed in writing, no discussions regarding lease terms and conditions will be entered during normal trading hours.
10. No changes to stalls with respect to power outlets and signs or other matters will be carried out without first obtaining approval from Management, including painting, floor coverings, signage and any other aesthetic changes.
11. Tenants will not use any electrical devices that are not conducive to the operation of their stall, for example heaters, televisions and kettles. Any electrical items in use must be tagged by a qualified electrician and approved by Management at the Tenant's expense. Any expense incurred as a result of an electrical problem found to be caused by a Tenant's faulty appliance will be paid by the Tenant. Furthermore, the Tenant will be liable for any associated costs. Under no circumstances will Tenants keep any flammable liquids on site.
12. Open bar electrical heaters or oil / kerosene heaters are not permitted on the premises.
13. Fresh food traders must remove all unsold produce at the end of the weekend and must ensure that their area is swept and left in a clean and tidy manner. Bins in stalls must be emptied at the end of trading for the day.
14. Tenants are obliged to comply with all statutory licensing requirements as set out by State and Local Council by-laws.
15. Tenants will not use rubbish bins that are provided for the general public. Tenants must remove all stall generated rubbish to bins as specified by Management from time to time.
16. Tenants will remove their vehicles from the sealed car park on the east side of the premises prior to 8.45am on trading days and parking for tenants is only permitted at the south end of the building.
17. Tenants must be aware that except by default, there is no exclusivity of products for sale. Management discretion shall prevail over this issue. Any new items must be authorised by Management prior to placing items on sale in the stall.

18. Tenants must not display goods in such a way as to restrict free passage of customers. If asked by Management to remove such offending goods, this must be done immediately.
19. Tenants must have EFTPOS, CARD READER or similar to accept payments electronically.
20. No eating in the Tenant's stall in public view.
21. No smoking in the Market.
22. Music in the Market shall be provided via means of the office sound system. The volume level can be controlled separately to each speaker. When buskers / entertainers are performing the background music will be turned off preventing increased volume and different music being heard.
23. Tenant access to the Market other than on trading days is restricted to Thursday and Friday 9.30am – 4.00pm, unless an alternative arrangement has been made with Management.
24. Open communication is imperative. Should you be encountering any problems or have any valid queries, contact Management.
25. All communications relating to the Market operation are to be addressed to the Market Manager.
26. On vacating the premises any fixtures (any item that is either – screwed, nailed, glued, plumbed in, hardwired or permanently fixed) and fittings must be left at the Market. The area leased may need to be painted prior to vacating. If unsure what is classified as a fixture and fitting, speak to Management.
27. Trading must be within the boundaries of Tenant's leased area.
28. The Market P.O. box or street address is not to be used for Tenant's mail.
29. There will be strictly no vehicular access into the building. Trolleys to be used to transport items.
30. All Tenants are to familiarize themselves with the evacuation procedures. These are posted at every exit.

31. Fill in the 'specials' form for anything you would like spruiked on trading day.
32. Should any tenant set off the smoke alarm which results in attendance by the fire service this cost will be passed onto the tenant responsible, approximately \$1000.00.
33. It is a requirement that the stallholder arrange and keep current a **Public and Products Liability** insurance with an insurer approved under the Insurance Act in the name of the Stallholder and including the interest of the Swan Settlers Market. Insurance cover must be for a minimum indemnity limit of \$10,000,000 and evidence of such insurance to be provided to the Market Manager, upon request.
- In addition, the Tenant will need to:
- arrange workers compensation insurance as required by law; and
  - arrange insurance the stallholder considers necessary in respect of their own property. Swan Settlers Market do not accept any liability for loss or damage to Stallholders' property not caused by Swan Settlers Market.

Name of Tenant: \_\_\_\_\_

Stall Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_