



West End Twilight Markets  
PO Box 5112, WEST END Q 4101  
ABN: 99 622 824 352  
0423 144 922 or info@westendtwilightmarkets.com

---

## STALLHOLDER TERMS AND CONDITIONS

### PARTIES

These Terms and Conditions, exist between Scott Russell and Sally Molloy trading as West End Twilight Markets of U5 27 Dornoch Terrace, West End, Queensland, 4101 (*"the Principal"*) and the Stallholder (*"the Stallholder"*).

### BACKGROUND

- A. The Principal operates the Market, within which the Stall Area is located.
- B. The Stallholder wishes to operate the Stall within the Market Area.
- C. The Stallholder has requested the Principal to allow the Stallholder to use the Stall Area for the Stall Dates and the Principal has agreed to do so subject to the terms and conditions of this Agreement.

### IT IS AGREED:

#### 1. Definitions and Interpretation

1.1 In the interpretation of this Agreement, unless inconsistent with the subject or context, each of the expressions defined in this clause shall have the following meaning:

- (a) **"Fee"** means any fee agreed between Parties for services.
- (b) **"Market"** means West End Twilight Markets.
- (c) **"Market Area"** means the area located at 115 Boundary Street, West End, Queensland 4101, and includes the Stall Area.
- (d) **"Saleable Items"** means those items the Principal has approved the Stallholder to sell at the Stall Area.
- (e) **"Stall"** means the Stallholder's provision of market goods and any activities related thereto.
- (f) **"Stall Area"** means the area of the Market Area which the Principal has agreed to licence to the Stallholder under this Agreement.

1.2 Reference to:

- (a) All monetary amounts are in Australian dollars unless otherwise stated.
- (b) All dates and times are to Brisbane dates and times.
- (c) If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
- (d) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
- (e) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (f) "Including" and similar expressions are not words of limitation.
- (g) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (h) Where this Agreement permits or requires the Principal to do something, it may be done by a person authorised by the Principal.



West End Twilight Markets  
PO Box 5112, WEST END Q 4101  
ABN: 99 622 824 352  
0423 144 922 or info@westendtwilightmarkets.com

---

## **2. Application Submission**

2.1 After execution of this Agreement, the Stallholder must provide the Principal with the following documents and information where applicable:

- (a) Current Copy of my Public Liability Insurance
- (b) Signed Deed of Waiver and Indemnity
- (c) Acceptance of the Terms and Conditions
- (d) Full details of Payment Method
- (e) Work Cover Policy
- (f) Any changes in product or contact information since application

(collectively "the Submission")

## **3. Operation of the Stall**

3.1 In consideration for the Fee, the Principal agrees to allow the Stallholder to use the Stall Area for the operation of the Stall on the dates agreed in the Stallholder Agreement.

3.2 Load in must occur between 2pm and 3pm on the Market Day. Stallholders must set down, unload, and then remove the car from the premises.

3.3 Load out must have occurred by 10:30pm

3.4 The Stallholder must keep the Stall open for operation between 4:00pm and 9:00pm on each Stall Day.

3.5 The Stallholder will ensure that any staff and/or workers it may engage in the operation of the Stall understand, respect and act in accordance with the terms and conditions of this Agreement. Upon signing the Stallholder contract, this will act as confirmation that the Stallholder has informed its staff and/or workers have been properly informed of the conditions of this agreement.

3.6 The Stallholder will supply all equipment necessary for their operation of the Stall.

3.7 The Stallholder may, prior to any Stall Day, apply to the Principal for the supply of power and associated equipment to the Stall Area. The Stallholder acknowledges that the Principal may charge any fee for the temporary use of this equipment and that this equipment is subject to availability. All Stallholders must have a lead and powerboard in order to complete the connection. No power connection will be further than 25meters from a stall.

3.8 As soon as possible after becoming aware, the Stallholder must provide the Principal with:

- (a) any items not included in the Submission which would have been relevant to the Submission at the time it was made;
- (b) any other information that might have changed since the Stallholder applied for a site through the application process; and
- (c) details of any changes to the Saleable Items, including but not limited to new products or changes to the type of product.



West End Twilight Markets  
PO Box 5112, WEST END Q 4101  
ABN: 99 622 824 352  
0423 144 922 or info@westendtwilightmarkets.com

---

**4. Stall Area**

4.1 Particulars of the Stall Area:

- (a) The location of the Stall Area is at the discretion of the Principal.
- (b) The size of the Stall Area shall not exceed the agreed size in the Stallholders Agreement.

4.2 The Stallholder must be ready to trade at 4:00pm on each Stall Day and must not begin packing up the Stall Area before 9:00pm on that day.

4.3 The Stallholder must arrange and decorate the Stall Area in a manner that, in the opinion of the Stallholder, reflects the nature of the Saleable Items and attracts patrons.

4.4 The Stallholder is to ensure that the Stall Area is always attended, presentable, professional and safe, and that all displays do not extend beyond the Stall Area.

4.5 The Stallholder must leave the Stall Area in a clean state, the suitability of which is to be determined by the Principal, and is responsible for the waste generated from the activities conducted within the Site Area and the removal of this waste from the Stall Area.

4.6 If the Stall Area is left unclean in the opinion of the Principal, the Stallholder will be charged a minimum clean-up fee of \$50 by the Principal which must be paid in full within seven (7) days of issue.

4.7 The Stallholder must provide their own bins which must be available for inspection by the Principal at any time between 4:00pm and 9:00pm on each Stall Day.

4.8 The Stallholder must not dispose of grey water within or near the Market Area or dispose of any plastic or cardboard packaging within or near the Market Area.

4.9 The Stallholder must keep the Stall Area in good repair and condition except for fair wear and tear, inevitable accident and inherent structural defects, and must fix any damage caused by the Stallholder or any persons affiliated with the Stallholder.

**5. Fee**

5.1 The Fee is calculated in accordance with the following formula: \_\_\_\_\_ (number of Stall Days) x \_\_\_\_\_ (weekly fee amount).

5.2 Power is added to the total amount using the formula provided in clause 5.5.

5.3 The Fee is payable before 5:00pm on the Thursday immediately preceding the earliest Stall Day. If this clause is not complied with, the Principal may at their discretion decline to allow the Stallholder to operate the Stall on the relevant Stall Day.

5.4 The Stallholder must pay the Fee in accordance with one of the following payment options:

- (a) money order or cheque to "Scott Russell and Sally Molloy T/A West End Twilight Markets" at the address of PO Box 5112, West End, Queensland 4101
- (b) credit card or direct debit through the website "www.westendtwilightmarkets.com"; or



West End Twilight Markets  
PO Box 5112, WEST END Q 4101  
ABN: 99 622 824 352  
0423 144 922 or info@westendtwilightmarkets.com

---

(c) cash (to be arranged by request via email to info@westendtwilightmarkets.com).

**6. Saleable Items**

- 6.1 Prior to the earliest Stall Day, the Stallholder must inform the Principal of all relevant details of the Saleable Items, including but not limited to the general description of the Saleable Items, who created the Saleable Items, where the Saleable Items were made or produced and if any copyright exists in any of the Saleable Items.
- 6.2 The Stallholder must only sell or distribute the Saleable Items from the Stall Area and must not sell any other goods which have not been approved by the Principal in writing.
- 6.3 The Stallholder must inform the Principal of all relevant details of any new goods which it commences to sell or distribute from the Stall Area after the first Stall Day. Once approved by the Principal, any such goods become Saleable Items.

**7. Offensive or ineligible goods or displays**

- 7.1 The Principal reserves the right to enter the Stall Area at any time and remove any article, sign, picture, audio, document or printed item which, in the opinion of the Principal, is:
- (a) ineligible or inappropriate for display within the Stall Area; or
  - (b) offensive, including but not limited to sexually, racially, religiously or politically sensitive material.
- 7.2 The Stallholder must not use or display marquees or any other equipment which displays any logos, trademarks or other defining characteristics without the consent of the Principal.

**8. Use of amplifiers or loudspeakers**

The Stallholder may not use sound equipment including but not limited to amplifiers, loud speakers, CD players, cassette players or other such equipment whilst in or in the vicinity of the Market Area except with the prior written consent of the Principal.

**9. Insurances, Licences and Obligations**

- 9.1 The Stallholder must not do, or allow anything to be done, that would invalidate any insurance policy the Principal for the Stall Area or the Market Area or increase the Principal's premium in relation to that policy.
- 9.2 Product and public liability insurance:
- (a) The Stallholder acknowledges that the Principal's product and public liability insurance does not include insurance for the Stallholder.
  - (b) The Stallholder may organise their own public and product liability insurance, and provide a copy of this insurance to the Principal upon this signing of this Agreement.
  - (c) If the Stallholder does not hold public and product liability insurance, the Stallholder must complete the Deed of Waiver and Indemnity attached at Schedule 1 of this Agreement.



West End Twilight Markets  
PO Box 5112, WEST END Q 4101  
ABN: 99 622 824 352  
0423 144 922 or info@westendtwilightmarkets.com

---

9.3 Workers' Compensation:

- (a) If the Stallholder employs any person or persons to work within the Stall Area, the Stallholder acknowledges that they have arranged the appropriate Workers' Compensation insurance for each person.
- (b) A copy of any Workers' Compensation insurance referred to in this clause must be forwarded to the Principal prior to the employee entering the Stall Area for the first time.

9.4 Food stalls:

- (a) If the Stallholder offers any food for sale from the Stall Area, the Stallholder must display a current Food Business Licence at the Stall Area and must hold a current Eat Safe Licence as issued by the appropriate authorities.
- (b) The Stallholder must issue copies of any licences referred to in this clause to the Principal upon the signing of this Agreement.
- (c) The Stallholder must ensure that any Stall Areas to which this clause relates complies fully with all food, health and safety standards and must ensure the health and safety of any customers and other stallholders.

9.5 Electrical and gas equipment:

- (a) All electrical and gas equipment must be regularly maintained.
- (b) All electrical and gas equipment must have current testing tags attached as required by law.

**10. Parking and access to the Stall Area**

10.1 The Stallholder acknowledges that parking at and around the Market Area is limited.

10.2 The Stallholder will be permitted to enter the Market Area and park at in an area specified by the Principal during load-in and load-out times as specified in accordance with clauses **Error!** **Reference source not found.** and 3.3 respectively, which will be limited to 15 minutes during any such period. The Principal will confirm the details of this period with the Stallholder.

10.3 Unless pursuant to this clause or as otherwise agreed, the Stallholder must not cause any vehicle to enter the Market Area without the permission of the Principal.

**11. Termination**

11.1 The Principal reserves the right to terminate this Agreement at any time.

11.2 The Stallholder may, subject to clause 11.3, terminate this Agreement at any time.

11.3 Termination fee:

- (a) If the Stallholder elects to terminate this Agreement pursuant to clause 11.2 after 5:00pm on the Thursday immediately preceding the next Stall Day, the Principal may retain the Fee and the Stallholder acknowledges that it has no claim in respect of the Fee.



West End Twilight Markets  
PO Box 5112, WEST END Q 4101  
ABN: 99 622 824 352  
0423 144 922 or info@westendtwilightmarkets.com

---

- (b) If the Stallholder elects to terminate this Agreement pursuant to clause 11.2 before 5:00pm on the Thursday immediately preceding the next Stall Day, the Principal may retain 50% of the Fee.

**12. Assignment**

The Stallholder must not assign, share or sublet all or part of the Stall Area without written consent from the Principal.

**13. General conditions**

- 13.1 The Stallholder must represent themselves and the Principal in a professional, safe and courteous manner and must not engage in behaviour that brings or may bring the reputation of the Market or the Principal into disrepute.
- 13.2 The Stallholder must comply with reasonable directives by any staff, workers or volunteers engaged or contracted by the Principal.
- 13.3 The Stallholder must not smoke within the Market Area nor allow any person to smoke within the Stall Area.
- 13.4 The Stallholder must not consume nor provide any "BYO" alcohol in the Market Area.
- 13.5 The Stallholder shall not bring or cause to bring any animals into the Market Area (with the exception of guide dogs of which the Principal has been informed in writing).
- 13.6 In the case of an emergency, the Stallholder must comply with the lawful directions of the Principal and any emergency services personnel.
- 13.7 The Stallholder must take all reasonable endeavours to preserve the occupational health and safety of themselves and any persons they may come into contact with within the Market Area.
- 13.8 Subject to other clauses in this Agreement, the Stallholder will provide all necessary tents, gazebos, tables, bins and electrical equipment required.
- 13.9 The Stallholder accepts financial responsibility for any damage caused by the Stallholder and/or any person employed or engaged by the Stallholder to any property belonging to the Principal and/or its affiliates at the Market.
- 13.10 This Agreement is governed by the law of Queensland.
- 13.11 All monetary amounts stated in relation to supplies made under this Agreement are exclusive of GST unless otherwise agreed between the parties.
- 13.12 These Terms and Conditions form part of the Stallholders Agreement.