



## **STALLHOLDER AGREEMENT 2023-2024**

To assist with understanding of this agreement we have outlined the following,

### **Frequently Asked Questions:**

- **The Pricing Structure:**

Is shown on the end page of the stallholder agreement. There is a surcharge to being a casual stallholder in comparison to a permanent stallholder. This financial year (2023-2024) the permanent stallholder site pricing structure has been increased at the average of 4.59% which is below the CPI average of 7%.

- **How long do you need to trade until you can move permanently?**

All stallholders start on a casual basis when accepted then after 4 market days you can apply to move permanently.

- **What are the perks of being a permanent stallholder?**

Trading on a permanent basis allows for a stallholder to have a guaranteed stall site position. Permanent stallholders also receive a discount on rent and have the option of paying monthly invoices instead of weekly.

- **How many away days can a permanent stallholder take annually?**

Casual stallholders are entitled to an unlimited amount of leave annually. Permanent stallholders are entitled to up to 4 regular away days per Wednesday, and 4 regular away days per Saturday. Permanent stallholders who exceed this limit of leave within the financial year will be converted back to a casual stallholder, and will hence receive an increase in stall fees, and will no longer be guaranteed a site. Permanent stallholders are entitled to apply for special leave which is NOT considered a regular away day.

- **Difference between Special Leave & regular leave?**

Special leave is applied via the stallholder portal online and is for the General Managers discretion for approval. Special leave is for anomaly events such as; illness & sickness, bereavement leave, parental or maternity leave, domestic violence leave etc.

- **What makes the Original Eumundi Markets (OEM) different to other market operators?**

Whilst there are up to 5 separate markets that make up the entirety of the 'Eumundi Markets' there is only 1 Original Eumundi Market. What sets us apart is that we only accept handmade, Australian made, and local! We have a very diligent process of accepting and monitoring stalls to ensure we keep a high standard of being known as the handmade artisan market! We are the market that has the rainbow swirl branding. We also provide a magnitude of the resources at the Eumundi market such as marketing (social media, website, print, television), first aid, information & merchandise stall, roaming entertainment and facepainting on market days, and marquee hire.

- **What do I do if I need to cancel my market stall site?**

Cancellations MUST be made prior to 9am to the day before the market. Cancellations MUST be sent through via text to the office phone. Failure to cancel within this time frame results in the full outstanding site fee required to be paid.

- **How to apply to bring additional products that weren't in my original stallholder application?**

Stallholders must submit for approval any additional products to sell that were not included in the original application. It is up to the discretion of management to accept these requests. This is to ensure that all products are in line with OEM's philosophy, and do not conflict with surrounding stalls. Requests for additional products must be submitted through the stallholder online portal.

- **How to request a site change as a permanent stallholder?**

Permanent stallholders can request to change sites via the stallholder online portal. The event coordinator will curate with stallholders based on their request. Please note, requests may not always be approved.

- **What is the definition of handmade?**

**Handmade** = of an original design, concept, and product **of the seller's making.**  
**In Australia** = Each product is made, developed, and produced in Australia from Australian and/or imported ingredients or elements

- **What does your stall appearance need to adhere to?**

Presentation of the stall needs to be in a clean and professional manner and the Stallholder's Property is contained within the Site. OEM management has the discretion to request changes to stall site presentation to ensure that our OEM standard is upheld as one of the leading markets in Australia.

- **Information of our sustainability policy?**

We follow Plastic Free Noosa's guidelines to remain a plastic free and sustainable market. This means that all our stallholders can only sell beverages pre-packaged in aluminium or glass and made in Australia. NO plastic cutlery, plates, straws, bags etc. We recommend the use of cardboard or bio-packaging options. Alongside recommend 'NOISSUE' which offers custom plastic free and sustainable packaging custom to your business to take it to the next level.



**STALLHOLDER AGREEMENT**

**BETWEEN**

**ORIGINAL EUMUNDI MARKETS LTD ACN 147 086 468**

**AND**

**The Stallholder set out in the Schedule.**

## PARTIES

Original Eumundi Markets Ltd ACN 147 086 468 (“**OEM**”)

## AND

The Stallholder whose particulars appear in the Schedule (“the **Stallholder**”)

## RECITALS

- A. OEM is responsible for the operation and promotion of the Original Eumundi Markets (“the Markets”).
- B. The Stallholder wishes to enter into this Agreement with OEM so that the Stallholder can provide high quality artisan products and services at the Markets.
- C. This Agreement sets out the Terms and Conditions under which the Stallholder may occupy a site at OEM.
- D. This Agreement supersedes any other Agreement with OEM and the Stallholder.
- E. This Agreement is valid until terminated in accordance with the provisions of this Agreement.

## OPERATIVE PART

### 1. DEFINITIONS AND INTERPRETATIONS

#### Definitions

In this Agreement:

- (a) **Administration Fee** means the fee which is chargeable to Stallholder when incurred in recovery of unpaid fees and charges.
- (b) **Ancillary Documents** means the documents referred to in Annexure B and as varied by OEM from time to time.
- (c) **Agreement** means this Agreement and any annexures or schedules to it.
- (d) **Application Form** means the online application located at:  
*[www.eumundimarkets.com.au/register/](http://www.eumundimarkets.com.au/register/)*
- (e) **Approved Products** means the products or services which the Stallholder is permitted to sell and/or provide, as set out in the Schedule, or as otherwise approved by OEM from time to time, in writing.
- (f) **Claim** means, in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent.
- (g) **Cleared Funds** means Stallholder’s money which has physically transferred into the positive balance in OEM’s nominated bank account.
- (h) **Comfort Amenities** means those areas designated for the Stallholders comfort, such as stallholder toilets/washrooms.
- (i) **Commencement Date** means 1 August 2023, or if a different date is set out in the Schedule, the commencement date referred to in the Schedule.
- (j) **Confidential Information** means any information relating to the business of OEM; which is designated by OEM as confidential; which is of a confidential or sensitive nature, which is marked or denoted as confidential or which a reasonable person to whom that information is disclosed or to whose knowledge the information comes would consider confidential.

- (k) **Expiry Date** means 30 June 2024.
- (l) **Fees** means the Administration Fee, Site Fee, Hire Fee, Utility Fee and any other fees and charges as notified by OEM to the Stallholder from time to time or as set out in the Ancillary Documents.
- (m) **Hire Fee** means fees and charges set out in Annexure D, subject to site allocation, occupancy and hire requirements, or otherwise as notified by OEM to the Stallholder from time to time.
- (n) **Leave** means all Stallholder absences from the market including holidays, sickness, emergencies, and other special circumstances.
- (o) **Markets** means the Original Eumundi Markets operated by OEM located at 80 Memorial Drive, Eumundi in the state of Queensland and any other markets operated by OEM.
- (p) **Market Rules** means the rule set out in Annexure C, as varied by OEM by written notice to the Stallholder, from time to time.
- (q) **GM– General Manager** means the Manager of OEM Markets (may also be referred to as “OEM Manager”).
- (r) **Objectives** means those objectives set out Annexure A and as set out in the OEM Constitution, OEM Mission and Vision and as otherwise notified by OEM to the Stallholder from time to time.
- (s) **OEM** means Original Eumundi Markets Ltd ACN 147 086 468 and includes its officers and authorised representatives.
- (t) **OEM's Property** means any property owned by OEM and/or OEM's parent company, Eumundi and District Historical Association (EHA).
- (u) **Operating Standards** means the operating standards document issued by OEM to the Stallholder and as updated from time to time.
- (v) **Permitted Use** means conducting a market stall to sell and provide the Approved Products.
- (w) **Personal Information** has the meaning as defined in section 6 of the Privacy Act 1988 (Cth).
- (x) **Policies and Procedures** means the policies and procedures of OEM as developed and notified to the Stallholder from time to time, as at the date of this Agreement the Policies and Procedures are those referred to in Annexure B.
- (y) **Privacy Laws** means any legislation or administrative requirement (as amended from time to time) imposing an obligation in relation to the collection, use, disclosure, storage and transmission of personal information which is applicable to a party in the performance of its obligations under this Agreement, including without limitation any codes, principles or guidelines contained in or arising out of such legislation.
- (z) **Relief Stallholder** means the temporary relief stallholder, nominated by a Stallholder, and approved by OEM, to operate the Stall on their behalf, for periods of approved leave.
- (aa) **Site Fee** means fees and charges set out in Annexure D, subject to site allocation, occupancy and hire requirements, or otherwise as notified by OEM to the Stallholder from time to time.
- (bb) **Site** means the site allocated by OEM to the Stallholder, as varied from time to time.
- (cc) **Stall** means all contents of the Site and includes the Stallholder Property.
- (dd) **Stallholder** means the entity set out in Item 2 of Schedule 1.
- (ee) **Stallholder's Property** means any property of the Stallholder within the Site.
- (ff) **Trading Hours** means the minimum trading hours set out in the Schedule and such additional hours and periods during peak seasons, as notified by OEM to the Stallholder, from time to time.
- (gg) **Trial** means the trial market day which the Stallholder must participate in, in accordance with clause 2.2.
- (hh) **Utility Fees** means fees and charges set out in Annexure D, subject to site allocation, occupancy and hire requirements, or otherwise as notified by OEM to the Stallholder from time to time.

## Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (ii) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (jj) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Maroochydore, Queensland.
- (kk) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (ll) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (mm) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (nn) A reference in this Agreement to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
- (oo) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (pp) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (qq) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (rr) A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.
- (ss) A reference to the word 'include' or 'including' is to be construed without limitation.
- (tt) A reference to this Agreement includes the agreement recorded in this Agreement.
- (uu) Any schedules, annexures and attachments form part of this Agreement.

## 2. STALLHOLDER OBLIGATIONS

### Condition Precedent

- (a) Prior to the Stallholder being permitted to attend the Market on a routine basis, the Stallholder must:
  - (i) complete and submit an Application Form;
  - (ii) execute this Agreement and provide a signed copy to OEM;
  - (iii) attend the Market and complete its Trial within 14 days of notice from OEM that its Application Form has been accepted.
- (b) The Stallholder acknowledges and agrees that by submitting the Application Form (whether such application is approved), or by renewing its occupancy of a Stall at a Market (whether on a weekly or monthly basis), that it has read and understood and agrees to comply with OEM's website terms and conditions (if applicable), this Agreement and the Ancillary Documents.
- (c) The Stallholder acknowledges and agrees that it has been provided with a copy of, or provided with access to, the website terms and conditions (if applicable) and Ancillary Documents prior to its application to be a Stallholder.

### Conduct

The Stallholder must:

- (d) comply with the terms of this Agreement at all times;
- (e) complete the Application Form, honestly and in good faith and accurately provide all the information requested by OEM;
- (f) comply with the Operating Standard, Policies and Procedures and Market Rules at all times;
- (g) notify OEM immediately, if there are any changes to any details on the Application Form in particular, any changes to business name, trading name or contact details;
- (h) enter into the Market at its own risk;
- (i) take full responsibility for any minors or persons in your care that may be accompanying the Stallholder at the Markets;
- (j) immediately inform OEM of any incidents or accidents at the site office or via 0427 993 703;
- (k) uphold the OEM philosophy of “make it, bake it, sew it, grow it” for the benefit of the Market and community and operate a high-quality artisan market stall selling products and services which are aligned to OEM’s Objectives;
- (l) sell only the Approved Products;
- (m) attend the Market and have the stall open for trade during the Trading Hours on the Trading Days;
- (n) follow all reasonable directions given by OEM;
- (o) use the Site only for the Permitted Use;
- (p) operate only within the dimensions of the Site and not have Stallholder’s Property outside the Site boundaries;
- (q) pay the Fees when due;
- (r) obtain approval from OEM in writing, prior to the display of any advertising, signs or other material in the Markets;
- (s) comply with any reasonable request by OEM to improve the Site for the purpose of upholding OEM’s minimum standards;

## **Prohibitions**

### **The Stallholder must not:**

- (t) engage in conduct that is offensive or of nuisance to other stallholders, OEM or the public;
- (u) leave their Site in an untidy state;
- (v) dispose of waste in the general waste streams for market visitors;
- (w) wear offensive or inappropriate clothing, as defined at the sole discretion of OEM;
- (x) ride bikes, skateboards, roller blades or scooters within the Market;
- (y) permit animals to enter upon the Land and the Market (excluding assistance dogs or other animals as agreed by OEM or as otherwise permitted under this Agreement);
- (z) distribute hand bills or other advertising materials;
- (aa) solicit unauthorised products or business;
- (bb) attempt to sell any product or service unless otherwise authorised by OEM;
- (cc) attempt to sell counterfeit goods, illegal, prohibited or unauthorised goods, including weapons, knives and swords, martial arts items and display pieces, any guns, replica guns or toy guns, and pornography;
- (dd) smoke at the Market in any of the designated non-smoking areas;
- (ee) bring illicit substances, or hazardous chemicals into the Market including alcohol for the purpose of consumption or sale, tobacco, nicotine or tobacco related products for sale, or medications for sale or otherwise;

- (ff) light a fire or naked flame within any area of the Market;
- (gg) move a vehicle within the Market other than in accordance with the Market Rules;
- (hh) dispose of any liquids or waste items into drains, gardens, rubbish bins or other non- approved areas of the site;
- (ii) park vehicles, including forklifts in the designated food court trading area or behind dine in food Stalls, in a fruit and vegetable Stall area, on a designated corner Stall area, or in any non-approved parking area;
- (jj) connect any electrical item that is not tested or tagged in accordance with AS/NSZ 3760 In-service safety inspection of electrical equipment, and is not approved for use by OEM; (kk) attach any ropes, chains, sticky tape, signage or other to any structure; and (ll) use or remove equipment that does not belong to the Stallholder.

### **OEM Philosophy and Sustainability**

- (mm) The Stallholder acknowledges that it is expressly prohibited from selling any products or services or engaging in any conduct which is not aligned with OEM Objectives and the OEM philosophy of “make it, bake it, sew it, grow it”.
- (nn) The Stallholder agrees that OEM may inspect or verify the raw materials, supply chain, manufacturing methods, staff and all things relating to the production of the products and services offered by the Stallholder, on site or at the Stallholder’s workshop or place of production, upon reasonable notice and at times convenient to the Stallholder, in order to verify the details provided by the Stallholder in the Application Form are correct and to confirm the Stallholder is selling products or services which comply with the OEM’s Objectives and the OEM philosophy of “make it bake it, sew it, grow it”.
- (oo) The Stallholder must:
  - (i) use only compostable packaging materials for the purpose of food service, carrying or packing of goods. Plastic straws are not permitted within the Market.
  - (ii) allow OEM to undertake packaging audits, at any time without prior notice to the Stallholder. **Compliance with Laws**
- (pp) The Stallholder must have all permits, licenses and registrations required by law and provide a copy of all such current licenses and registrations to OEM, which must be publicly displayed on the Stall.
- (qq) Food stallholders must comply with all Federal, State and Local Government Food Acts and all Federal, State and Local Government legislation dealing with food safety and Workplace Occupational Health & Safety.
- (rr) The Stallholder is responsible for ensuring they are aware of the applicable laws and regulations regarding the sale of their products or services and must always comply with all such laws and regulations.
- (ss) The Stallholder must ensure that all electrical and gas equipment is regularly maintained and has current testing tags attached as required by law.
- (tt) The Stallholder must adhere to all Federal, State and Local Health restrictions and directions, including those relating to COVID-19 and any other pandemic, infectious disease etc.

## **3. MARKETS AND SITE**

### **Site Allocation**

- (a) OEM will designate, at its sole discretion, a Site to the Stallholder.
- (b) OEM agrees to permit the Stallholder to use a Site in return for payment of the Site Fee, without any obligation from OEM to the regularity of that site allocation.



- (c) OEM will provide the Stallholder with confirmation of the Site dimensions upon allocation of the Site.
- (d) OEM may, at its sole discretion, change the Site allocated to the Stallholder, from time to time, without prior notice.
- (e) The Stallholder will request any site changes on the OEM website in the stallholder account area. OEM will consider and advise if such changes can be accommodated.

#### **Exclusivity**

The Stallholder expressly acknowledges and agrees that it does not have any rights of exclusivity in relation to products or services. The Stallholder acknowledges OEM may permit other stallholders to sell similar goods or offer similar services.

#### **No Warranty of Suitability**

- I. OEM gives no warranty (either present or future) as to the suitability or adequacy of the Stall or the Market or the use to which the Stall may be put. The Stallholder shall be deemed to have accepted this Agreement with full knowledge of and subject to all other legal and other prohibitions or restrictions on the use of the Stall from time to time under or pursuant to any statute.
- II. The Stallholder shall at its cost and with the consent of OEM obtain, maintain and comply with all consents, approvals and licenses from and all other requirements of the local and all other relevant governmental authorities that may from time to time be necessary or appropriate for the Permitted Use and the conduct of the business of the Stallholder in the Stall, but not so as to affect any other lawful use of the Market. The Stallholder shall not permit any such consent, approval or licence once given to lapse or be revoked.

#### **Refusal of Entry**

- I. OEM reserves the right to refuse admission to any person, or to require any person already on the land or within the Market to leave the land and the Market, for any reason and at any time in OEM's sole discretion.
- II. OEM may refuse admission to a Stallholder or require a Stallholder on the land or within the Market to leave the land and the Market at any time where the Stallholder is in breach of the covenants and obligations of the Stallholder under this Agreement.

#### **Rules and Operating Standards**

- I. OEM may by written notice to Stallholders make (and subsequently alter) any Market Rules and/or Operating Standards that OEM may reasonably require for the safety, pedestrian and traffic management, good order, difference, and operation of the Markets.
- II. Stallholders must comply with the Market Rules and Operating Standards, as varied from time to time.
- III. The Market Rules and Operating Standards apply to all Stallholders and their employees. Compliance with the Market Rules and Operating Standards is an essential condition of OEM's approval for Stallholders or continue to trade at the Markets.

## **4. MARKET ATTENDANCE**

### **Bookings and Cancellations**

- (a) All bookings must be received no later than 9.00 am the day prior to the relevant Market. Bookings are made directly by text to the OEM administrative team. Site placement is dependent on availability.
- (b) Non-attendance and cancellation for any reason, including Leave, must be made only via text message only to the office mobile 0427 993 703. Cancellations of bookings must be received by 9.00 am Friday for Saturday Markets and by 9.00 am Tuesday for Wednesday Markets.

- (c) If notice is not provided in accordance with clause 4(b), the full Site Fee and Hire Fee will be payable.

#### **Leave Provisions**

- (d) Leave time refers to all absences for whatever reason, from the Market including holidays, sickness, emergencies, etc.
- (e) The Stallholder's Leave entitlement is a maximum of four (4) Wednesdays and four (4) Saturdays per financial year, or as otherwise varied by OEM at its sole discretion.
- (f) Special circumstance Leave can be applied for online via the Stallholder login page and is subject to the approval of the General Manager. Special circumstances Leave must be applied for in advance.
- (g) For periods of Leave, Stallholders may choose either, not to operate their Stall or to nominate a Relief Stallholder. If the Stallholder elects to nominate a Relief Stallholder, the Relief Stallholders must be approved by OEM and details of the Relief Stallholder must be notified to OEM in advance of the first Market which the Relief Stallholder is to attend. The Relief Stallholder must comply with the terms of this Agreement and the Stallholder is liable for any breaches of this Agreement by the Relief Stallholder.
- (h) OEM may, at its sole discretion, advise the Stallholder that the Relief Stallholder is not permitted to operate the Stall.

#### **Absent**

- i. Absence without notice for two consecutive Markets will be considered a material breach of this Agreement.
- ii. If the Stallholder is absent for more than two consecutive Markets or is absent from the Market more than the Leave entitlement set out in clause 4, without prior written approval of OEM, OEM has the right to, at its sole discretion:
  - 1. terminate this Agreement, on provision of 30 days' written notice to the Stallholder.
  - 2. reallocate the Stall allocated to the Stallholder.
  - 3. downgrade the Stallholder to Casual– Trade Occasionally' fee structure category if applicable.

#### **Weather**

- I. All Stallholders who have booked and paid for a Stall should attend the Markets, regardless of the weather. There are no refunds (including for pre-paid Stalls or Stall accessories) in the case of adverse weather or if the weather deteriorates during the day. OEM is not liable for any damage or loss that may result from a Stallholder's decision to trade in adverse weather and the Stallholder is responsible for compliance with safety requirements within the Ancillary Documents.
- II. OEM may in its sole discretion decide to cancel or suspend a Market due to adverse weather conditions. OEM will not be held responsible and will not be liable for any damage or loss that may result from OEM's decision to cancel or suspend a Market due to adverse weather conditions.
- III. OEM will communicate any market closure days by way of the OEM Stallholder Facebook page and a text notification to the Stallholder's contact number set out in the Schedule.
- IV. Where OEM cancels a Market, no Site Fee or Hire Fee will be charged for that Market. Stallholders allocated a Site within permanent structures ie. Railway Building and Food Court will still be liable for all Utility Fees.

## **5. INSURANCE AND INDEMNITY**

### **Insurance**

The Stallholder must have (in the name of the Stallholder):

\$20M public liability insurance in date or the stallholder can have the following;

- (a) public liability insurance for \$10M - which must note OEM as an interested party;
- (b) product liability insurance for \$10M - which must note OEM as an interested party;

#### **Limits of OEM's Liability**

- (c) OEM (and its officers, employees, agents, and contractors) are not liable for anything they may do or omit to do or for any loss or damage to any vehicle, property or goods, or death or injury to any person however caused.
- (d) Any covenant, warranty or obligation of OEM which is implied by legislation, or the common law is excluded, unless it cannot lawfully be excluded. To the extent that OEM cannot exclude the operation of any covenant, warranty or obligation which is implied by legislation or the common law, OEM will be liable only for any loss or damage to any vehicle, property, goods or death or injury to any person to the extent that OEM has breached that implied covenant, warranty or obligation, but is then liable only for the loss or damage directly caused or contributed to by OEM

#### **Stallholder's Risk**

The Stall, the Stallholder's Property, and the exercise of any right by the Stallholder under this Agreement are at the sole risk of the Stallholder.

#### **Stallholder's Indemnity**

The Stallholder releases and indemnifies OEM against any Claim arising from any:

- (e) loss, damage, death or injury to any property or person in or about the Market caused or contributed to by the Stallholder or any use of occupation of the Stall by the Stallholder; (f) neglect or default of the Stallholder; or (g) any combination of those things.

### **6. EMERGENCY COMPLIANCE**

- (a) The Stallholders must comply with OEM's Emergency Evacuation Plan, as published on the OEM website, and provided to the Stallholder with the other Ancillary Documents.
- (b) The Stallholders must participate in any fire drills or emergency practice procedures as directed by OEM, from time to time.

### **7. STALLHOLDER AND REPRESENTATIVES**

- (a) The Stallholder must ensure they provide a copy of this Agreement to any person operating their Stall and must ensure that such persons comply with the terms of this Agreement. The Stallholder is responsible for all actions or omissions of the Stallholder or the Stallholder's representatives.

### **8. INTELLECTUAL PROPERTY**

- (a) The Stallholder undertakes to abide by this Agreement and cooperate with OEM, always to ensure the intellectual property and goodwill is preserved when dealing with customers, clients, suppliers, other stallholders.
- (b) The Stallholder acknowledges that OEM brand integrity is fundamental to the success of the OEM and undertakes to always uphold OEM brand integrity.

### **9. SALE OF BUSINESS**

- (a) The Stallholder must not assign, whether in whole or part, the benefit or any rights or obligations under this Agreement.

- (b) If the Stallholder wishes to dispose of its business, the proposed purchaser/transferee/assignee, must apply to become a stallholder in accordance with the process set out in clause 2.1 and 2.2 of this Agreement.
- (c) The Stallholder acknowledges that, OEM retains the absolute right to allocate Stall Sites at their sole discretion and that the Stallholder's currently allocated Stall, may not be allocated to its purchaser/transferee/assignee.
- (d) The Stallholder is responsible for the costs incurred by OEM in relation to requests associated with this clause 9, including but not limited to administration fees and legal costs.
- (e) The Stallholder must ensure that any incoming party is made aware of this process as a condition to the sale of their business.

## **10. FEES**

- (a) OEM may, upon fourteen (14) days' written notice to the Stallholder, change the Site Fee.
- (b) Site Fees are:
  - (i) for all Stallholder's other than those referred to in clause 10(b)(ii), payable monthly, in advance, such payment is to be made with Cleared Funds by the close of business on the last business day, one month prior to the period for which it is applicable.
  - (ii) for Stallholder's allocated Sites within permanent structures ie. Railway Building and Food Court, payable on a weekly basis; and (iii) due prior to attendance at the Market.
- (c) A late fee of \$20.00, per occurrence, will apply on all payments made after Market commencement.
- (d) If the Stallholder pay the Site Fee in accordance with clause 10(b), OEM will apply a discount of 10% to the applicable Site Fee.
- (e) Utility Fees are:
  - (i) for all Stallholder's other than those referred to in clause 10(e)(ii), charged per Market and payable at the same time and in the same manner as the Site Fee; and
- (f) An Administration Fee is payable on any and each occasion that:
  - (i) a payment by the Stallholder is not honoured by the Stallholder's bank or is late; and/or
  - (ii) OEM, in its absolute discretion, declares the site to be unclean, which necessitates OEM incurring fees for cleaning.

## **11. MEDIA**

- (a) OEM regularly reproduces, publishes, and distributes photographs, recordings and images in a range of media including on social media sites, websites, other publications, and promotional and marketing material in order to promote OEM and the Sunshine Coast region.
- (b) By signing this Agreement, Stallholders consent to OEM, and others authorised by OEM, to use its name, likeness, digital images, films, video images, photographs, graphical representation, voice and sound recordings ('Material') in any media, for an unlimited period without remuneration and agree to hold OEM, and those persons/entities nominated by OEM, harmless against any claims arising from the use of the Material as contemplated under this clause 11.
- (c) The Stallholder acknowledges that OEM does not control all photographs, recordings and media at the Markets and that OEM is not responsible for members of the public or other stallholders that may capture photograph, recordings, or footage of the Stallholder, the Stallholder's staff or the Stall.

- (d) The General Manager or OEM Board Director are the only authorised person to speak to media in relation to any Market related issues.

## **12. GIFT VOUCHER**

- (a) The Stallholder must accept all valid OEM gift or promotional vouchers as payment for products, goods and services.
- (b) Valid vouchers must be dated and signed by OEM management.
- (c) The value of the vouchers will be credited to site fees.

## **13. DEFAULT AND TERMINATION**

### **Notice to Terminate – Without Default**

Either party may terminate this Agreement by giving the other party 30 day's written notice expiring on any date.

### **Stallholder Default**

- (a) If the Stallholder breaches this Agreement, OEM will give the Stallholder notice requiring the Stallholder to remedy the breach within seven (7) days.
- (b) If the breach is not remedied within the time stated in the notice, pursuant to clause 13.2(a), OEM may issue a notice advising the Stallholder of OEM's intention to terminate this Agreement within a further seven (7) days.
- (c) If the breach is not remedied within the time stated in the notice, pursuant to clause 13.2(b), OEM may terminate this Agreement by way of written notice to the Stallholder, which will result in the loss of the Site allocation to the Stallholder and ability to trade at the Market.
- (d) Where the Stallholder commits a Material Breach of this Agreement, OEM may terminate this Agreement effective immediately and collect the Administration Fee in addition to any amount outstanding. Clauses 13.2(b) and 13.2(c) shall not apply to a Material Breach.
- (e) A Material Breach is any of the following:
  - (i) failure to pay Fees, or any other moneys payable under this Agreement, for more than seven (7) days past the due date;
  - (ii) absence without notice for two consecutive Markets;
  - (iii) failure to comply with the Market Rules and/or Operating Standards.

## **14. TERM**

- (a) This Agreement starts on the Commencement Date and ends on the Expiry Date, unless otherwise terminated under the terms of this Agreement.
- (b) Prior to the Expiry Date, OEM may offer the Stallholder the opportunity to enter into a new stallholder agreement on such terms which are satisfactory to OEM at its sole discretion.
- (c) The parties will use best endeavours to enter into any new stallholder agreement prior to the Expiry Date.

## **15. DISPUTES AND COMPLAINTS**

Disputes and complaints received from stallholders or attendees are to be replied to acknowledging receipt within 7 working days.

Investigation of dispute and complaint is to occur within 21 days of receipt and responded to.

**16. PRIVACY**

Each party will ensure that its dealings with Personal Information acquired from the other party in connection with this Agreement:

- (a) conform with its statutory obligations under the Privacy Laws; and
- (b) to the extent that different Privacy Laws apply to each Party, conform with the statutory obligations applicable to the other party as if they were binding upon it.

**17. CONFIDENTIALITY**

**Maintenance of confidential information**

Each party agrees to keep confidential the terms of this Agreement and the contents of all negotiations leading to its preparation and will not disclose or discuss any of that information without the prior written approval of the other party.

**Return of Confidential Information**

The parties must upon termination of this Agreement return to the other party any documents in its possession, power or control containing Confidential Information relating to the other party.

**18. GENERAL**

**Costs**

Each party will bear its own costs in relation to this Agreement.

**Waiver**

A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy arising from a breach of or default under this Agreement, does not result in a waiver of that right, power, authority, discretion or remedy and a party is not entitled to rely on such delay as constituting a waiver of that right, power, authority, discretion or remedy.

**Further Assurance**

All parties must do all things reasonably necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.

**Severability**

Each provision of this Agreement is individually severable. If any provision is or becomes illegal, unenforceable, or invalid in any jurisdiction it is to be treated as being severed from this Agreement in the relevant jurisdiction, but the rest of this Agreement will not be affected. The legality, validity, and enforceability of the provision in any other jurisdiction will not be affected.

**Governing law and jurisdiction**

This Agreement is governed by the law of Queensland. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

VERSION CONTROL		
Approved for Use:	OEM Board	June 2023
Next Review Date:		June 2024

**SIGNED AS AN AGREEMENT**

(For stallholders to complete)

dated .....of..... 2023

**[for sole trader]**

**COMPLETED BY-**

Print Name

Witness Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

DATED: \_\_\_\_\_

**[for company]**

**COMPLETED BY-** )  
in accordance with s.127 of the )  
Corporations Law and in the presence of:

\_\_\_\_\_  
Signature of Director/Sole Director

\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Name of Director/Sole Director

\_\_\_\_\_  
Name of Director/Secretary

DATED: \_\_\_\_\_

**(Original Eumundi Markets to Complete- skip to schedule 1)**

**EXECUTED by ORIGINAL EUMUNDI)**  
**MARKETS LTD ACN 147 086 468 in** )  
accordance with s.127 of the Corporations  
Law and in the presence of:

\_\_\_\_\_  
Signature of Director/Sole Director

\_\_\_\_\_  
Signature of Director/Sole Director

\_\_\_\_\_  
Name of Director/Sole Director

\_\_\_\_\_  
Name of Director/Sole Director

DATED: \_\_\_\_\_

## SCHEDULE 1

<b>ITEM 1</b>	<b>OEM</b>	Original Eumundi Markets Ltd ACN 147 086 468
	<b>Address</b>	80 Memorial Drive, Eumundi QLD 4562
	<b>Email Address</b>	manager@eumundimarkets.com.au
	<b>Website Address</b>	www.eumundimarkets.com.au
	<b>Mobile Phone Number</b>	0427 993 703
<b>ITEM 2</b>	<b>STALLHOLDER Name</b>	
	<b>Trading Name</b>	
	<b>ABN (not required)</b>	
	<b>Business Address</b>	
<b>ITEM 3</b>	<b>Trading Days</b>	<input type="checkbox"/> Wednesday <input type="checkbox"/> Saturday <input type="checkbox"/> Wednesday and Saturday
<b>ITEM 5</b>	<b>Commencement Date</b>	

## ANNEXURE A – ANCILLIARY DOCUMENTS

1. Annexure A – Ancillary Documents
2. Annexure B – OEM Objectives
3. Annexure C - Market Rules
4. Annexure D - Fees and Structure Specification
5. OEM Welcome Pack
6. Food Vendor Requirements
7. Policies and Procedures:
  - (a) Corporate Social Responsibility Policy
  - (b) Sustainability Policy
  - (c) OEM Values and Code of Conduct
  - (d) Allied Health and Therapeutic Policy for Stallholders
  - (e) Regional Beverage and Water Sales Policy
  - (f) Food Handling Policy
  - (g) OEM Electrical Safety Policy for Stallholders
8. OEM Emergency Evacuation Plan



## **ANNEXURE B – OEM OBJECTIVES**

OEM is established to serve its objectives, as detailed in Section 3 of the OEM Constitution which are to:

- ensure the effective, profitable operation of the Original Eumundi Markets;
- maintain, develop and promote the Original Eumundi Markets brand;
- maintain, develop and nurture the Original Eumundi Markets as a hub to retain, sustain and develop original creative talent;
- maintain, develop and improve the Original Eumundi Markets experience for all visitors;
- maintain and protect, financially and otherwise, the historical significance and community philosophy of the Original Eumundi Markets;
- foster and maintain, financially and otherwise, an atmosphere of consideration, cooperation and mutually beneficial co-existence between the Markets and the mainstream Eumundi business community;
- support financially or otherwise, organisations, activities and projects which provide a public benefit to the community of the township of Eumundi and its surrounding district including, without limitation, those of a cultural or historic nature.

## ANNEXURE C – MARKET RULES

The Stallholder must comply with the following Rules for the Markets:

- i. Stalls must be fully set-up and vehicles removed from market grounds 30 minutes prior to trade – that is by 7:30am on Wednesday and 6:30am on Saturday.
- ii. Stall pack-up is not permitted prior to the end of trade which is 2pm. No vehicles are to enter market grounds until 2.15pm on each market day or as directed by OEM grounds staff.
- iii. When driving vehicles within the OEM grounds, use hazard lights at all times and observe a speed limit of five (5) kph
- iv. Stalls must be set up for commencement of trade as per Trading Hours.
- v. Stallholders are not permitted to display a 'Sold Out' sign or leave their Site until the end of Trading Hours, in the event the Stallholder 'sells out' on any trading day.
- vi. Stallholders must uphold acceptable dress codes and codes of conduct as advised, from time to time, by OEM or as published on the OEM website.
- vii. Stallholders must ensure that the Site is always attended or supervised.
- viii. Presentation of the stall needs to be in a clean and professional manner and the Stallholder's Property is contained within the Site. OEM management has the discretion to request changes to stall site presentation to ensure that our OEM standard is upheld as one of the leading markets in Australia.
- ix. Stallholders must adhere to, and comply with, Australian regulations including weights and measures, labelling, and pricing standards as stipulated by Product Safety Australia or any other Australian Government Department.
- x. Radios and speakers are not permitted during Trading Hours.
- xi. Stallholders to bring own chairs, tables and sandbags.
- xii. Stallholders must ensure the safety of equipment with relevant tie down measures in place.
- xiii. Stallholders must present themselves, their site and OEM in a professional, safe and courteous manner and not engage in behaviour that, in the opinion of OEM, at its sole discretion, brings the reputation of OEM or the markets into disrepute.
- xiv. Stallholders must not engage in conduct that is offensive or of nuisance to other stallholders, OEM or the public.
- xv. Stallholders must leave their Site in a clean and tidy state removing all waste and rubbish from the Site. Stallholders are required to dispose of waste in the skip bins provided and NOT in the general waste streams for market visitors. Washup room is for the use of OEM food stalls and to be used for only wastewater no oil or solids.
- xvi. Stallholders must be conversant and comply with, any occupational workplace health and safety (WH&S) regulations or legislation and planning requirements relevant to the operation of their business at the Site and ensure that their employees or contractors are aware of such regulations and legislation. WH&S Policies are available from OEM for the purpose of Stallholder familiarisation.
- xvii. Stallholders must declare any WH&S incidents which occur on the Site to OEM immediately.
- xviii. Plastic Free Market – no single use plastic packaging items such as; bags, cutlery, drinks, plates.
- xix. Beverages sold must be approved by OEM, must be made locally in Australia and fit the OEM philosophy hence are plastic free and smaller scale business.

## 19. PRICE LIST

<b>Item</b>	<b>Item Name</b>	<b>Price (inc. GST) Permanent Stallholders</b>	<b>Price (inc. GST) Casual Stallholders</b>
Marquee Hire	2.4 x 2.4	\$20.00	\$25.00
Marquee Hire	3 x 3	\$35.00	\$43.75
Large Marquee Hire	4.5 x 3	\$40.00	\$50.00
XLarge Marquee Hire	6 x 3	\$45.00	\$56.25
SITE 2.4 X 2.4	SITE OEM: 2.4 X 2.4	\$50.00	\$52.50
SITE 3 X 3	SITE OEM: 3 X 3	\$65.00	\$75.00
SITE 3 X 3 CNR	SITE OEM: 3 X 3 CNR	\$75.00	\$87.50
SITE 4.5 X 3	SITE OEM: 4.5 X 3	\$95.00	\$112.50
SITE 4.5 X 3 CNR	SITE OEM: 4.5 X 3 CNR	\$105.00	\$125.00
SITE 6 X 3	SITE OEM: 6 X 3	\$125.00	\$156.25
SITE 6 X 3 CNR	SITE OEM: 6 X 3 CNR	\$135.00	\$162.50
SITE COLD BEVERAGE	SITE COLD BEVERAGE 3X3	\$95.00	\$112.50
SITE FOOD 3 X 3	SITE FOOD 3 X 3	\$130.00	\$156.25
SITE FOOD 4.5 X 3	SITE FOOD 4.5 X 3	\$170.00	\$206.25
Storage & Setup Tent	Storage & Setup of Tent Per Week NOTE: Only available for Permanent	\$20.00	
<b>Utility Charges</b>			
Utility	General Utility	\$5.50	\$5.50
Utility	General Utility - Food and Beverage Sites (for the use of 20amps per utility fee)	\$10.00	\$10.00

**NOTE:**

Permanent Structure Stallholders (Railway Building and Food Court) Fees Differ from this table.