

the **FINDERS** KEEPERS

TERMS AND CONDITIONS FOR EXHIBITORS

Thank you for choosing to be a part of The Finders Keepers (**we/us/our**). By applying to participate in our markets you agree to be bound by these Terms and Conditions (**Terms**).

1. Definitions

"We/us/our" refers to The Finders Keepers Markets Pty Ltd.

"You/Your" refers to You personally and Your company and (if applicable) any staff, contractors, agents or representatives that have hired a Stall at our markets (**Stall**) to display and sell goods;

"Stall" means a stall that you hold at our market or markets;

"Stallholder" refers to any person and/or company who has applied for a Stall at The Finders Keepers market/s under these Terms and has been granted a Stall and includes any staff, contractors, agents or representatives that participate in Your Stall;

"Stallholder's Manual" means the manual we provide You which sets out general guidelines about Stalls, markets and other information relating to the markets including set up and delivery procedures, preparing for the market, emergency procedures and important telephone numbers.

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks (registered or unregistered), designs, patents, circuit layouts,

business and domain names, inventions and other results of intellectual activity.

"Confidential information" means information that is by its nature confidential but does not include information in the public domain other than as a result of disclosure by a party in breach of its obligations of confidentiality under these terms and conditions.

"Change Float" refers to mixed cash denominations made up of bank notes and coins.

2. Trading hours

The Finders Keepers markets trading hours will be:

- Sydney AW17
Friday 12th May 5pm - 10pm
Saturday 13th May 10am - 6pm
Sunday 14th May 10am - 5pm

By participating in a market as a Stallholder, you agree to be available for the whole duration of the market set out above and only trade during these times.

3. Your application

We will assess Your Stall application for suitability by reference to various criteria, including the level of:

- Creativity and originality;

- Presentation and professionalism of Your finished products and services;
- Commitment to independent design;
- Uniqueness in the Australian marketplace;
- Appropriateness, suitability and viability for selling at our markets.

We reserve the right to decline any applications that we deem unsuitable at our sole discretion.

4. Registration fee

Once Your Stall application has been approved by us, the Stall fee must be paid in full upon registering. All Stall fees must be paid via credit card or direct debit only.

Failure to pay within 14 days of Your final invoice being issued may lead to cancellation of the approved application and/or affect Your ability to hold a Stall at any of our future markets.

The Stall fee does not include furniture such as tables, racks or chairs for Your Stall, all of which may be hired from us separately.

5. Cancellation

If you cancel within the permitted time frame your stall fee will be refunded, minus a \$25 admin fee.

Cancellation by a Stallholder less than 3 weeks prior to a Finders Keepers market will not have the Stall fee refunded.

Cancellation by a Stallholder more than 3 weeks from the date of the exhibition will result in a forfeiture of 50% of the Stall fees paid by the Stallholder.

6. Stall furniture and rental

If You wish to hire furniture from us for use at Your Stall, this involves a separate procedure to the booking of a Stall itself but must be booked and paid for at the same time as the Stall. If You hire any furniture through us, this will be set up by us and allocated to You prior to the commencement of the market.

Payments for the rental of furniture must be made in full within 2 weeks prior to commencement of the market in which you hold a Stall and made by credit card payment only.

Any additional Stall display furniture, signage and/or equipment that You provide yourself must be approved by us prior to the commencement of the market or otherwise comply with the Terms set out in the Stallholder manual.

We reserve the right to direct a Stallholder to remove materials or otherwise be refused entry.

You agree to be solely responsible for any theft or damage to any furniture or other items that may arise, and agree to compensate us in the case of damage or theft. You acknowledge that You must return any hired items to us in the same condition as You received them in.

7. What to bring

We encourage You to bring the following items to the market which we will not supply to You:

- a) Display and promotional materials - including business cards and means of contact.
- b) A Change Float to suit Your product pricing and suitable means to secure cash and/or order forms. There is no facility to change cash at the markets.

- c) Packaging and if applicable, carry bags for customers to take their products home in.

Please note that pets are **not** permitted.

8. Credit card and EFTPOS facilities

We do not provide credit card or EFTPOS facilities for individual Stallholders and recommend that You provide these facilities yourselves.

9. Term

Stall spaces are rented on a one-off basis only. Further, the act of renting a Stall does not create any form of tenancy or secure a right or licence to hold a Stall at our markets in the future. This means that if You are successful in obtaining a Stall space in Your application, You are not guaranteed a Stall space at any future markets.

10. Non-transferrable

The right to hold a Finders Keepers Market Stall must not be transferred, sold, assigned or sublet to any other person or company without our prior written consent. In the event that we consent to Your rights to hold a Stall being transferred, sold, assigned, sublet or otherwise to any other party, You warrant that the party who is receiving these rights must agree to be bound by these Terms and You agree to assist The Finders Keepers in procuring such an agreement if required.

11. Sharing Your Stall

If You wish to share Your Stall with someone else that has not been approved by us in the Stall application (**Additional Stallholder**), you must seek our prior written consent and provide us with the full details of the Additional Stallholder. These details must include: Name of the Additional Stallholder,

their full address, company name, mobile, landline and business phone numbers and a detailed description of their business, goods and/or services.

We reserve the right to charge an additional fee if You wish to share Your Stall with someone else who was not originally approved in your Stall application. In addition, You must bring these Terms to the attention of anyone sharing Your Stall at least 7 days prior to the market commencing.

12. Behaviour at the markets

Visitors and customers of The Finder Keepers Markets as well as those of the Royal Exhibition Building, Barangaroo Sydney, Adelaide Showgrounds and The Old Museum Brisbane as applicable, must be treated with courtesy at all times and in accordance with fair trading practice. Stallholders must not insult or intimidate anyone including other Stallholders, customers, visitors and staff. Failure to comply may result in the immediate closure of Your Stall. You must not engage in any conduct which is disruptive or inconsistent with the purpose of The Finders Keepers market, including encouraging visitors and Stallholders to purchase or view Your goods and services at other market events or locations.

Smoking is not permitted within the market, including at any of the Stall sites or within 5 metres of any entry/exit door at the market.

Finally, You must remove all rubbish and material from Your Stall at the close of trading.

13. Appearance of Your Stall

You must keep Your Stall clean and tidy at all times in order to maintain the high standard we impose at The Finders Keepers markets and only use the Stall for the purposes of The Finders Keepers market/s and display

products must be displayed in a manner that does not interfere with those of other Stallholders.

14. Responsibility for damage

You warrant that You are liable to pay for and indemnify us against:

- Any damage caused by You, Your staff or Your representatives to Your allocated Stall space or to the Royal Exhibition Building, Barangaroo Sydney, Adelaide Showgrounds or The Old Museum Brisbane (as applicable);
- Any other premises that we hold markets at; and
- Any damage or injury caused due to a Stallholder's products not complying with any laws, regulations and standards or malfunctioning or not being fit for its purpose.

You agree that You have no right to claim any compensation against us for any loss or damage that You may suffer howsoever arising from Your involvement with our markets.

15. Products

All products sold at the market must be selected and approved by The Finders Keepers prior to being offered for sale in the market. Please do not add new products ranges to sell at Your Stall without prior approval from us.

16. Warranty

You warrant that all products sold in Your Stall and (where applicable) related promotional materials:

- a) Comply with relevant safety laws and regulations, including but not limited

to, occupational health and safety laws and any guidelines, rules and regulations which are specific to the venue which may change from time to time and in any event, comply with the terms of the Stallholder's Manual.

- b) Do not infringe any third party rights including Intellectual Property Rights; and
- c) Do not contain material which is abusive, defamatory, hateful, discriminatory, racist, sexist, offensive, misleading or deceptive or is otherwise unlawful in any manner.

Further, You are responsible for obtaining any relevant permits to operate Your Stall and sell products.

17. Stall set-up

Set up times will be allocated by us and will usually be on the Friday afternoon on the same day that the market commences and Stall positions will be allocated in advance. You agree not to change Your position within the market without our prior consent and set-up only within your allocated space.

Stalls must be attended at least 30 minutes prior to commencement of each day that the market operates.

All Stallholders will be allocated a Stall for their market in advance at our sole discretion. However, if You have a special requirement for a particular location or space, please let us know and we will use our best endeavours to take that into account. We take a number of factors into consideration when allocating spaces including the types of products that You will be selling and special requests that you have for practical or technical reasons.

18. Electrical Power

If You need to use electrical power for Your Stall, it is Your responsibility to ensure that all power outlets are tagged and tested for safety prior to the commencement of the market. If this is not done, it will need to be arranged before You set up Your Stall on the day of the market at your own expense.

At some locations, power supplied will be serviced by our electrician on the first day of the market and will be tested prior to commencement of the markets.

19. Safety

The health and safety of all patrons, staff and exhibitors is of paramount importance. Therefore, You must ensure that You:

- a) Pay constant attention to the aesthetic appearance of your Stall area;
- b) Store all products, furniture, signs and equipment safely within Your Stall area and generally ensure that You do not have trip and fall hazards that could cause anyone to suffer an accident;
- c) Keep all of Your items and boxes out of the walkway around Your Stall area, ensure that Your exhibits are well constructed and safe and otherwise contain all equipment that may result in a person tripping, slipping or falling;
- d) Clean up any spills, breakage or otherwise immediately and call an emergency service if required or an appropriate contact we have provided You with in advance;
- e) Keep all public access ways clear;
- f) Ensure that power boards and extension cords that You supply are tested adequately prior to use and that they have surge protection prior to the commencement of the market and that any exposed electrical cords

are taped to the floor so that they are not loose and will not possibly cause someone to trip; and

- g) Behave at all times in a manner that ensures that the health and safety of anyone who visits the market is not compromised.

20. Parking and traffic

Load in access will be available for all Stallholders. For safety reasons, You are not permitted to drive within the market area unless you have special permission to do so, with an allocated time slot. Special directions will vary from market to market. Please check Your Stallholder's Manual before the commencement of the market.

Except for markets located in Brisbane and Melbourne, parking will be available for all Stallholders subject to availability. You will have access to load in and out on the day.

Details relating to loading and parking access will be provided to You upon acceptance of Your Stall application.

Stallholders must obey all local traffic and parking regulations and not inconvenience local residents and members of the public and respect their premises and property.

21. Market cancellation by The Finders Keepers

We usually continue to trade in wet weather. However, in the event of dangerous weather conditions (which may include the outside temperature reaching over 40°C) we reserve the right to cancel the market.

We also reserve the right at our sole discretion, to cancel the market in the event of unforeseen venue issues which prevent the market from operating safely. Such an event may include a fire, major accident or damage

to the venue. You agree that we will not be held responsible for any loss, damage or injury arising from adverse weather conditions or any other cancellation factors that are not within our control.

In that event, we will provide You with "credit" to hold a Stall at a future market within the same State.

22. Risk

You understand and agree that it is Your responsibility to take all due care and diligence to prevent injury and property damage to You or any other third party including, but not limited to, visitors to The Finders Keepers market/s.

23. Insurance

Public Liability Insurance is highly recommended for all Stallholders, ideally with a minimum of \$10,000,000 for any one occurrence. Public liability insurance protects You and Your business/product against the financial risk of being found liable to a third party for injury and loss or damage of property.

We recommend that Your insurance should cover for all risks in relation to product liability, property, theft, employer liability and personal accident to staff or anyone else at the market, losses and wasted expenditure in the event of any particular Finders Keepers market being abandoned or curtailed. This list is not exhaustive.

Public Liability for markets is available through this site www.ruralandgeneral.com.au or You may choose Your own alternative insurance provider. If you get insurance cover you agree to provide us with a copy of your certificate of currency for our record upon our request.

24. Limitation of liability

You agree that we are not liable for any direct, indirect or consequential damage, loss or harm suffered by You, Your agents or your representatives that may result from Your participation in our markets. This includes physical, psychological and economic harm.

We are not responsible for any claims, actions, demands or suits that You may face as a result of Your conduct.

25. The Finders Keepers marketing activities

In the course of marketing and promoting The Finders Keepers market/s, we may wish to reproduce or refer to images of You, Your brand, Your Stall or Your products. In this event, we may ask You to provide us with various materials for the promotion of Your business including images of Your trade marks, photographs of Your goods and the like (**Content**). By supplying us with the Content, You grant us a non-exclusive, royalty free licence to use the Content for the agreed purpose and warrant that the Content does not include any third party Intellectual Property Rights.

26. Indemnity

You agree to indemnify us (and our agents, contractors and employees) against any cost, expenses, loss, damage or harm suffered by us resulting from any claims, actions, demands or suits that may be made against us as a result of Your conduct including but not limited to any third party allegations of infringement of Intellectual Property Rights against You by any third party and public liability claims relating to Your Stall.

27. Remedies

If You breach any of these Terms, we reserve the right to cancel Your booking for a Stall, reallocate Your exhibition space, require You to pay the cost of our actions and remove You

from the exhibition space of the market in question.

You agree to indemnify us against any costs we incur arising from Your breach. You further agree that if You breach these Terms, You forfeit the right to any rebates, refunds or compensation arising from, amongst other things: cancellation of Stall allocation, alteration of the position of Your Stall allocation, alteration of set up time or change of size of the Stall allocated to You.

29. Dispute resolution procedure

We do not get directly involved with any disputes between Stallholders including disputes relating to the Intellectual Property rights of others (**Dispute**). By participating in the markets You agree that the details of any such Disputes shall be Confidential Information for the duration of the market (with the exception of You seeking legal advice).

Further, You must endeavour to resolve any disputes through Your own independent means with the other party, whether that be a Stallholder or otherwise. To avoid any disruptions to the market, if any disputes with other Stallholders arise, we ask that You deal with these matters outside market hours. In the event of any disruption or if any Stallholders become verbally abusive to others and the circumstances are not immediately rectified after notice has been given, we reserve the right to require You to pack Your Stall and leave the premises. We are committed to encouraging creative endeavour and original products and safeguarding Intellectual Property Rights. Should a dispute arise relating to products sold at our Stalls (or related marketing material), while we will not adjudicate in relation to that dispute, we reserve the right to request that a Stallholder remove the

products or items for sale which are in dispute from display and not trade with the products for the remainder of the market trading hours.

28. General

a) Interpretation

In these Terms:

- I. Headings are for convenience only and do not affect interpretation.
- II. Defined Terms have the meaning ascribed to them;
- III. A word denoting the singular number includes the plural number and vice versa.

b) Relationship of the parties

The Finders Keepers and Stallholders are independent contracting parties, and nothing in in these Terms will make either party the employee, partner, agent or legal representative of the other for any purpose whatsoever. Nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

c) Assignment

The rights and obligations arising under these Terms are personal to the Stallholder. The Stallholder must not assign, license, sub-license or transfer all or any part of the Stallholder rights and obligations under these Terms without the prior written consent of The Finders Keepers.

d) No implied waiver

The failure of The Finders Keepers to require performance by You of any obligation arising under these Terms

will in no way affect the right of The Finders Keepers to require such performance at any later time. If The Finders Keepers waives a breach by You of any obligation arising under these terms, such waiver will not constitute a waiver of any later breach of the same or any other obligation under these Terms.

e) Severability

If any provision of these Terms is or becomes invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the invalid provision will be severed from these Terms and the remaining Terms will remain in full force and effect.

f) Entire agreement

These Terms and the Stallholder's

Manual constitute the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written representations and agreements and the parties expressly agree that neither has relied on pre-contractual conduct or representations of the other party in entering into these Terms.

g) Variation

No alteration, modification, change or variation of any of these Terms will be binding upon either party unless in writing and signed by a duly authorised representative of each party.

h) The parties agree that these Terms are governed by the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of the courts of that State.

Contact details:

If you have any further questions or feedback, you may [Contact us](#) at any time.

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