



A PLUS MARKET TERMS & CONDITIONS 2019

YOUR STALL:

- ✦ All stalls are inside.
- ✦ Each stall is 2.5m wide and 2.5m deep.
- ✦ 2 chairs are provided per stall.
- ✦ Depending on rack and table size there is generally enough room for 2 to 3 racks or 1 to 2 racks and 1 small table or one larger table.

Racks are NOT provided by A Plus Market. Please ensure racks do not exceed 1.8 m in length.

- ✦ There are a limited number of trestle tables (1835mm x760) available. If you would like a table reserved, please email Erin at aplusmarkets@outlook.com
- ✦ Limited private change rooms are provided. You are welcome to bring your own change room facilities though they need to fit in your stall area.
- ✦ Sharing stalls is permitted. Only one applicant need be named. The named applicant will be responsible for payment and all communication with A Plus Market.
- ✦ Renting a stall from A Plus Market does not create any form of tenancy or imply a future Right or License

PAYMENT:

- ✦ The full cost of the stall is cost either \$85 for a personal pre-loved stall i.e. non business or \$110 for a business stall (new or pre-loved fashion or permitted non- fashion business).
- ✦ A Plus Market defines a Personal pre-loved clothing stall as a stall stocked with articles that are ALL derived from the stall holders (can include family and friends) personal belongings. If you are selling pre-loved clothes that you have bought or

made specifically for re-sale, your stall will be deemed as a business stall, even if this is not your primary business. This is based on an honour system, please do not take advantage. The reduced price for a pre-loved stall is to encourage one off sellers to participate.

- ✦ Applications and payment are made online. If you are having difficulty with the booking system or have any questions please contact Erin at aplusmarkets@outlook.com
- ✦ **Your stall is not confirmed until your payment is received.**
- ✦ By paying your stall fee you acknowledge you have read agreed to the Terms & Conditions of A Plus Market.

MARKET CANCELLATION

If an A Plus Market event needs to be cancelled due to reasons of emergency, danger, weather conditions, disasters, safety, health concerns, or other reasons that are not in reasonable control of the A Plus Market organisers (as deemed by the A Plus Market organisers), then stallholders will not receive a refund of their stall hire paid.

REFUNDS AND CANCELLATIONS

- ✦ Stall fees are non-refundable.
- ✦ If you cannot attend the market on your booked date please contact A Plus Market immediately.
- ✦ Stalls may not be transferred to another person or party without prior knowledge and written approval from A Plus Market.
- ✦ If you need to cancel your stall upon consideration of A Plus Market your payment may be transferred to another market date. If this is not possible your stall fee will be forfeited.

SETTING UP YOUR STALL

- ✦ You are expected to arrive between 9am and 9.15am.
- ✦ All stalls must be ready for trade at 10am.

- ✦ On arrival please present to the market organiser. You will be notified of the location of your stall which will be determined by A Plus Market.
- ✦ You need to bring all of your own stall fittings i.e. clothing rack/s, hangers, mannequins.
- ✦ Access for people must be kept clear at all times with all merchandise, equipment signs etc. within stall boundaries. All merchandise, racks, tables etc. must be firmly secured to protect personal and public safety
- ✦ No permanent hanging devices may be attached to any fixtures at the venue.
- ✦ Any semi permanent attachments to fixtures or walls must be approved by the A Plus Market organisers.
- ✦ No signs are to be affixed to the venues walls.
- ✦ A Plus Market reserves the right for compensation for any damage to property.
- ✦ A Plus Market reserves the right to invoice you for an extra stall if your goods do not all fit into your stall boundary.

WHAT YOU CAN SELL

- ✦ The merchandise offered for sale must be approved by A Plus Markets as per your application.
- ✦ **All clothing must be strictly women's size 16 (AU) and above.**
- ✦ All merchandise must be clean, neat and of good quality. Merchandise other than clothes may include new cosmetics and perfume, shoes and accessories, crafts, food (only with relevant permits and permission) and or services. If you are wishing to sell craft, art or services please contact Erin at aplusmarkets@outlook.com to assess your suitability **before** booking a stall

WHAT YOU CAN'T SELL

- ✦ Stall holders are not permitted to sell clothing that is Au size 14 or smaller, used underwear or used swimwear, or children's wear.
- ✦ You are not permitted to sell used make-up or cosmetics including perfume.
- ✦ Party plan jewellery will not be accepted.
- ✦ Bric-a-brac will only be accepted at the discretion of A Plus Market.
- ✦ Under no circumstances will diet or weight reduction products be permitted for sale.

- ✦ Food may not be sold or given away unless A Plus Market has given permission and you have the relevant permits.
- ✦ You are not allowed to buy merchandise from another stall on the day for the purpose of same day re-sale.
- ✦ Please also note the following banned sales, substances and activities: poisonous products, prescription medications, illegal or offensive items, firearms, ammunition, explosives, weapons or dangerous goods of any kind, any items that have legal restrictions upon their sale or disposal cigarettes/alcohol/drugs and illegal drug-related products, the sale of lottery, art union or raffle tickets, the conducting of any guessing game, lucky dip, chocolate wheel, side-show, competition, or game of chance is prohibited.
- ✦ Stall holders may not sell anything that may cause damage by being dragged across floors.

SECURITY AND SAFETY

- ✦ Stallholders are responsible for their own stall security and monies. Keep your stall merchandise and money supervised at all times.
- ✦ Loaning your clothes for trying on in the provided change rooms will be made at your discretion. A Plus Markets accepts no responsibility for theft, loss or damage.
- ✦ The stall holder is responsible for the safety of their stall and agrees to set up items in a safe and secure manner to avoid any mishaps.
- ✦ At all times all exits must be kept clear.
- ✦ If you identify anything that is potentially hazardous such as a tripping or slipping hazard etc. please ensure you notify the market organiser immediately.

PACKING UP YOUR STALL

- ✦ Trading will cease at 2pm. You will be required to pack up all your goods and leave the stall area as you found it by 3pm.
- ✦ Please take **all and any rubbish** your stall generates away with you.
- ✦ Take any broken garment racks/hangers home with you.
If you do leave anything behind A Plus Market reserves the right to invoice you for its clean up and or removal.
- ✦ **Under no circumstances are you to pack up before the advertised market**

finish time. If you leave before the market is closed you will not be accepted as a stallholder at future A Plus Markets.

OTHER

- ⤴ A Plus Market shall not be responsible for the compliance by a stall holder with any By-law, Regulation, Act or Statute.
- ⤴ A Plus Market accepts no responsibility for any transaction entered into in the Market enclosure.
- ⤴ A Plus Market reserves the right to decide or arbitrate any dispute arising out of or in the course of the conduct of the market.
- ⤴ A Plus Market reserves the right to refuse admission to the market to any person without giving any reason for the same and to eject or cause to be ejected any person and/or his/her goods and chattels without giving any reason for the same.
- ⤴ A Plus Market accepts no liability for the loss or damage of any kind suffered by any person who enters the market area and all persons who enter the market area do so at their own risk.
- ⤴ The stall holder agrees to indemnify A Plus Market against all claims for damages or injury to the property or person of any persons in respect of any claim by any such person arising out of negligence on the part of the stall holder or his agents.

