

Preston Market



CULTURAL DAYS APPLICATION 2018

PRESTON MARKET OVERVIEW

The Preston Market is located on Cramer Street and Murray Road Preston and has operated as a traditional Food and General Merchandise Market since August 1970.

After a successful year of cultural event days in 2017 we are continuing on with the tradition in 2018. There will be a few different Cultural Days throughout the year. A cultural event isn't an event without food & cultural specialty stalls. We are looking for the right applicants to join us for a fun filled day of food, music & dancing and to celebrate the many cultures in which we see at the market every day and within the surrounding areas.

THE PROCESS

Prospective traders are required to complete this application **form in full** and return it to the Preston Market Management Office complete with the following paperwork:

If general merchandise vendor

- Copy of Drivers Licence OR Passport
- Photographs of proposed products
- Copy of public liability insurance (only if application approved)

If Food Vendor

- Council Permit OR Street Trader
- Food Handling Certificates
- Photographs of proposed products
- Photographs of your stall set up
- Copy of Drivers Licence OR Passport
- Copy of public liability insurance (only if application approved)

Upon receipt of your completed application form, the application will then be reviewed to ensure your products meet our selection criteria and Preston Market will then be in a position to either offer you a position or alternatively your application will be denied. There is no guarantee that all applicants will be accepted.

We will allocate you an appropriate position once you have been approved.

Please note: Payment for your bookings MUST be made upfront. Failure to pay for your booking before your trading day or on the day will result in your booking being cancelled and you will be asked to cease trade. Payment options via Bpay or Cash. If paying by Bpay remittance advice must be provided.

APPLICANT DETAILS

First Name: _____ Surname: _____

Address: _____

_____ P/Code _____

Telephone: _____ Mobile: _____

Email: _____

Company Name: _____

ABN: _____ ACN: _____

Website/other social media: _____

Cost for stall space

\$100 plus gst for all stall spaces up to 3m x 3m.

Should you require more than 3m x 3m stall space the cost will be an extra \$100 plus gst.

Tick your preferred Event Day:

Greek Day – Sunday 24th June 10am – 3pm

Macedonian Day – Sunday 19th August 10am – 3pm

Italian Day – Sunday 14th October 10am -3pm

Required stall space (Please list dimensions) – **Please note you must bring your own trestle tables & other equipment including extension cords for power & marquees if needed. Maximum 3m x 3m spaces available.**

Do you require power?

YES/NO

How much power do you require (amps)?

Briefly outline your concept:

**Please provide an itemised listing of your product range
(You must include photographs of merchandise to be sold):**

1	_____	5	_____
2	_____	6	_____
3	_____	7	_____
4	_____	8	_____

I, _____

(Name of Applicant)

- (a) I have read this form and acknowledge the collection and use of my personal information will be treated with the strictest confidentiality and will be destroyed if my application is unsuccessful.
- (b) I am a permanent Australian Resident or alternatively I have a Visa that allows me to work in Australia.
- (c) To the best of my knowledge the information contained in the Application and accompanying documentation is true and correct in every particular at the time of making this application.

Applicant's signature: _____

Date: __/__/__

TERMS OF CASUAL LEASE

1. LEASE
 - a. The Market Management grants the Lessee a non-exclusive Lease to use the Site in the Market in accordance with this Lease for the Term commencing on the Commencement Date and terminating on the Expiry Date.
 - b. The rights given to the Lessee by this Lease are in contract only and do not give the Lessee any estate or interest in the site
2. PAYMENT
 - a. The Lease fee must be made payable and paid to "Savills (Vic) Pty Ltd Trust A/c No 6" prior to the commencing week.
 - b. The fees are subject to change. 2 (two) weeks' notice shall be given prior to change becoming effective.
 - c. The Lessee is not permitted to use the Site until the Lease fee has been paid.
3. GOODS AND SERVICES TAX
 - a. GST will be calculated at 10% and are included in the fees laid out in the application
 - b. Market Management can provide you with a tax invoice and receipt in accordance with GST legislation
 - c. Subject to any legislative requirements, we reserve the right to determine the GST inclusive charges are included in our bills, either in aggregate or on an itemised basis
4. USE
 - a. The Lessee shall only use the site for the purposes outlined in the application and no further purpose whatsoever.
 - b. It is the responsibility of the Lessee to obtain all necessary consents and approvals required by, and to comply with, all laws governing the use of the Studio. A copy of relevant documentation must be provided to Market Management.
5. THE APPROVED DISPLAY
 - a. The Lessee may erect a temporary approved display as outlined in the application. Such display shall be of a professional high standard and shall in no way detract from the standard and operations of the Market Property.
 - i. The Lessee must display signage and under no circumstances are A Frames to be used
 - b. The Lessee's approved display must not in any way obstruct
 - i. The free movement of customer s in the common areas of the market
 - ii. Any fire exit or stairway; and
 - iii. Access to or the line of sight to the premises of any other tenant in the Property.
 - c. The Lessee must ensure that the approved displays are safe, stable and have been erected in a workmanlike manner
 - d. Market Management reserves the right to require the Lessee to remove or alter any part of any display erected on the casual License site
 - i. Remove all rubbish and leave the Casual Lease site in a clean condition
6. LESSEES CONDUCT
 - a. The Lessee must ensure that the Approved Display is manned at all times and that the property is open for trade the market trading hours. By this, the Lessee may be asked to leave should they start setting up after trade has commenced.
 - b. The Lessee must conduct itself in a professional manner and must not cause nuisance or disturbance to the Owner or to other tenants in the Market. Under no circumstances is the Lessee to harass or hassle any customer.
 - c. The Lessee may not do anything in or around the Market or its surroundings which in the Market Management's reasonable opinion may be annoying, dangerous or offensive including using or operating:
 - i. Any engine or machine which is likely to cause noise, vibration or smell in the Market;
 - ii. Any musical instrument, radios television, video or sound reproduction equipment in the site unless approval has been granted. The Market Management may withdraw or vary the conditions of any approval given under this sub-clause.
 - d. Spruiking is to be in accordance with Market Management rules and regulations.
 - e. The Lessee may not park or use Preston Market to park vehicles.
7. FOOD DISPLAYS
 - a. All Lessees and employees are to be hygienically attired
 - b. All food waste are to be placed in sealed hygienic containers and disposed of appropriately
 - c. Mats are to be placed under and around cooking displays and after removal floors are to be left slip free
 - d. The public is to be protected from hot appliances by shielding
 - e. The Lessee must comply with local laws on the sale of foods.
 - f. The Lessee shall provide to Market Management a copy of their Food Handling Certificates and Council Registration documents.
8. INSURANCE
 - a. The Lessee is responsible for affecting its own insurance over its property and employees. The Markets insurance policies cover only articles owned by the owner
 - b. The Lessee must affect Public Liability Insurance of a minimum of \$20 million per claim with an insurer acceptable to the Owner. The Lessee must provide the Market Manager with a copy of its Certificate of Currency for that policy noting the correct interested parties prior to approval of the agreement or commencement of trade on site.

9. INDEMNITY
 - a. The Lessee will indemnify the Owner and the Market Manager by noting the interest of Savills and the Owner of the policy from and against all claims, demands, losses, damages, costs and expenses for which they may become liable in respect of or arising from:
 - i. Loss, damage or injury to any person or property within the Property caused or contributed to by the Lessee's failure to comply with the terms of this lease
 - ii. Loss, damages or injury to any person or property caused or contributed to by the negligence of the Lessee or its agents or employees; and
 - iii. Loss, damage or injury to any person or property caused or contributed to by or arising out of the use of the Casual License
10. RISK
 - a. The Lessee accepts that it occupies the Casual License at its own risk and the Owner and the Market Management shall not in any circumstances be liable to the Lessee for any damages suffered by it or its property. In particular, whilst the Owner has made provision of afterhours security in the Market, neither the Owner nor the Market Management accept responsibility for the security of any display, item or stock left in the casual easing area unattended. Neither the owner nor the Market Management will store stock or other items on behalf of the Lessee and the Lessee must take its own arrangements in this regard
11. STAMP DUTY
 - a. The Lessee shall pay all stamp duty assessed this casual License to the Owner or its solicitors on demand
12. ASSIGNMENT
 - a. The Lessee may not assign, sub-let or otherwise deal with its Casual License
 - b. The Lessee must not assign, transfer, mortgage, charge, encumber, Lease or otherwise deal in any way with its interest under this Lease.
 - c. The Owner and Market Management may assign or otherwise deal with its interest under this Lease without the consent of the Lessee.
13. TERMINATION
 - a. The Owner may terminate the Casual License agreement without notice
 - b. Should the Lessee breach any of these terms of this Agreement the Casual License Agreement will be terminated without notice
14. DEFAULT
 - a. If the Lessee does not comply with this agreement the owner/manager is entitled to terminate the agreement because of the Lessees' default under the agreement the owner /manager may terminate the agreement by notice serviced on the Lessee
 - b. If the Lessee defaults under this agreement and that default continues for one day after the owner/manager asks the Lessee to comply with the agreement conditions then the Owner/manager may treat the Lessee's property as abandoned and deal with it as the Owner/Manager sees fit.
15. CANCELLATION
 - a. The Lessee may cancel the Casual License by notice in writing to Market Management at least 7 (seven) days prior to set up date. Any notice given after such time will not release the Lessee from its obligations under the Casual License Agreement and it remains responsible for all fees payable under the agreement.
16. OWNERS RIGHT
 - a. The Owner and Market Management have the right to move or cancel any Casual License agreement at any time without notice
 - b. Market Management may close the Market if, in the reasonable opinion of the Market Management, it is necessary to protect the Market or is required by law or in an emergency.
 - c. The Market Management may enter the Site at any time.
17. ELECTRICAL
 - a. All electrical equipment and leads must be tested and tagged in accordance with Australian standards.
18. GENERAL
 - a. This Lease constitutes the entire agreement of the parties in relation to the matters in this Lease and supersedes all prior agreements, understandings and negotiations between the parties in relation to those matters.
 - b. In interpreting this Lease, no rule of construction applies to the disadvantage of one party on the basis that the party put forward the Lease.
 - c. The Lessee acknowledges that Market Management has entered into this Lease in its capacity as agent for the owner of the Market.
 - d. The Lessee agrees that despite any other provision of this Lease, if the property management agreement between the Owner and Market Management is terminated then this Lease terminates.