TERMS AND CONDITIONS FOR STALLHOLDERS – FROM 1 JANUARY 2012

SITES – The availability and allocation of your site on any market day is at the discretion of authorised Original Eumundi Markets Ltd ("OEM") staff at all times who will retain regular sites wherever possible. OEM staff reserve the right to re-allocate your site at any time prior to the commencement of the trading hours on any relevant market day.

DEALING WITH SITE – Stallholders may sell or transfer their market business subject to OEM endorsement and payment of the transfer fee prescribed in the fees and charges chart available on .eumundimarkets.com.au. The right to occupy a site is not transferable.

PRODUCT AND DISPLAY - Only those products approved in writing by OEM staff may be sold anywhere on the market site. Stallholders must ensure their site is always attended or supervised, presented in a professional manner and all of the stallholder's property must be contained within the set site parameters and safely kept. Each stallholder acknowledges they do not have any rights to exclusivity in relation to their product or service and that OEM is committed to goods and services on site being unusual, authentic and locally produced.

CARE OF SITE - Stallholders must leave their site in a thorough state of cleanliness and all waste must be removed from the site. Stallholders must not dispose of grey water on site and must dispose of any plastic or cardboard packaging at the markets skip bins. No smoking, alcohol or dogs (except guide dogs) are permitted within stalls or on market grounds.

SAFETY – Occupational health and safety is the personal responsibility of each stallholder to protect their own and others' safety.

TRADING HOURS – Stalls must be ready to trade 7.00am – 2pm on Saturdays and from 7.30 am – 1.30pm Wednesdays. Cars must not be in Lonergan's Lane or within the market proper between 7.00 am – 2pm on Saturdays and from 7.30 am – 1.30pm on Wednesdays. Authorised OEM staff may extend trading by up to one hour on a market day to service large numbers of visitors.

PACKAGING - No plastic bags or plastic packaging material shall be provided to customers for carrying or packing of stallholder's goods unless written authorisation has been provided by OEM staff and stallholders are to ensure packaging and serving materials are fully compostable and contain no petrochemicals.

ABSENCES - Absences from the stallholder's site must be notified by phone to OEM's office by 9 am the day before the relevant market day. Late or no advice of absences will result in full fees being charged. A stallholder may be absent with notice for up to a maximum of six Wednesdays and six Saturdays per calendar year unless otherwise agreed with OEM.

WEATHER - Stallholders are required to attend their site in all weather conditions and only OEM authorised staff can announce a cancellation of the market should the weather conditions become unsafe.

FEES AND CHARGES – All fees and charges and method of payments are according to OEM's Fees and Charges Chart overleaf.

LIMITED STORAGE - Market hire fees apply to any limited storage facilities available for stallholders who attend the markets twice a week. All items stored are at owner's risk.

INSURANCES - All stallholders must have current Public and Product Liability Insurance for $10M, a copy of which must be provided to authorised OEM staff prior to the stallholder commencing trade and the Insurance policy must note OEM as an interested party.

LICENCES AND REGISTRATIONS - All electrical and gas equipment must be regularly maintained and have current testing tags attached as required by law. Any business conducted at any site must have all permits, licenses and registrations required by law and must be displayed whether or not this is required by law.

COMPLIANCE WITH LAW – Stallholders are responsible for making themselves aware of applicable laws and regulations regarding the sale of their products or services and each stallholder acknowledges they must abide by all such laws and regulations at all times.

STALLHOLDER ASSOCIATIONS - Each Stallholder has the right to join or not to join any stallholder association or trader's association of their choice.

BEHAVIOUR - Stallholders are to represent themselves, their site and the market in a professional, safe and courteous manner and to not engage in behaviour that brings the reputation of OEM and the markets into disrepute. Stallholders shall comply with reasonable directives of OEM authorised staff at all times.

REFUSAL OF ENTRY - OEM's authorised staff reserve the right to refuse entry to any person into the market at their sole discretion.

EMERGENCY - stallholders are to comply with OEM's authorised staff directions and proceed to designated assembly areas at the amphitheatre.

LIABILITY - OEM accepts no liability for damages or costs associated with the actions of stallholders, stallholder's employees or stallholder's products or services and by signing the stallholders licence agreement, each stallholder agrees to be bound by the terms and conditions herein contained and further agrees to indemnify OEM on a full indemnity basis for all costs incurred by OEM arising from any claim, action suit or demand by any person against OEM as a result of the actions of stallholders, stallholder's employees or stallholder's products or services.

CONSENT REQUIRED – Stallholders must not publish any advertising, promotions, notice, or publication relating to their product or location of their site that includes any reference to the OEM or the business name "The Original Eumundi Markets" without express written consent of OEM or OEM's representatives.

SIGNATORY STALLHOLDER AND REPRESENTATIVES – The signatory to the stallholder licencing agreement should be present each market day unless a written dispensation is held. Each stallholder must ensure they provide a copy of the terms and conditions to any person operating their stall to ensure their compliance with these terms and conditions. The person named as the stallholder in the Stallholder's licence agreement will ultimately be responsible for all actions or inaction of their representatives.

STALLHOLDER LICENCE AGREEMENTS – In the event that there is any term or condition in these 'Terms and Conditions' that conflict with any term or condition of the stallholder licence agreement, the terms of the stallholder licence agreement will prevail to the extent of any such inconsistency.

BRAND – Each stallholder agrees that the intellectual property and goodwill in the "The Original Eumundi Markets" is of crucial value to OEM and to the successful operation of each stallholder's business and consequently each stallholder agrees to abide by these terms and conditions at all times and to cooperate with OEM at all times to ensure the intellectual property and goodwill is upheld when dealing with customers, clients, suppliers, other stallholders and any other person the stallholder deals with in relation to their site or the OEM.

PLEASE SEE PAGE 3 FOR SCHEDULE OF FEES AND CHARGES

SCHEDULE OF FEES AND CHARGES

Sites:

Rates are calculated by square metre
Standard stall 3x3 $40.00
Corner 3x3 $48.50
Takeaway Food Stalls $69.50
Stall Erection steel tent $30.00
Stall Erection pop up tent $25.00
Larger stall erections on application

Sundries:

Tables $ 4. 50
Storage Containers $15.00 per market day
Walls $ 2.00
Side Bars $ 1.00
Umbrellas $ 4.00
Umbrella base $2.00
Lights $ 2.50
Power $ 2.00
Power Leads $ 2.50
Chairs $ 2.00
Change Rooms $5.50
Sale of business transfer fee $350.00