

LANA'S FARMERS MARKETS TERMS AND CONDITIONS

Application means the application submitted by the Stallholder to LFM, and must include LFM's acceptance;

Hire Fees means the amounts charged by LFM and payable by the Stallholder to LFM for occupying a Stall at the Site;

LFM means Lana's Farmers Market Pty Ltd ACN 613 727 398, the operators of the Site and where the context requires includes LFM staff and management;

Hire Period means the period of time that LFM has approved for the Stallholder to occupy the Stall(s).

Rules means any rules and regulations applicable to the Stall and/or Site that may include rules and regulations contained in this Application and/or on the LFM website and/or as advised to the Stallholder from time to time;

Site means the markets operations located at Stancer Ct, Bundaberg, Queensland;

Stall means the area at the Site designated by LFM whereby the Stallholder is granted consent by LFM to conduct the Stallholder's Business;

Stallholder means a person, persons or legal entity and their employees and invitees that have been permitted by LFM to trade at the Site;

Stallholder's Business means the activity of offering goods and services to the general public from a Stall at the Site;

Stallholder's Operations means any aspect of the Stallholder's operations at the Stall, and includes but is not limited to products, advertising, signage, presentation, conduct, menu (where applicable);

Terms and Conditions means these terms and conditions, and includes any other information specified in this Application

APPLICATION TO BE APPROVED

This Application is conditional upon approval by LFM. Upon receipt of LFM approval (such approval to be provided in writing) the Stallholder accepts and agrees to all terms and conditions contained in the Application.

STALLHOLDER'S BUSINESS OPERATIONS

The Stallholder must conduct the Stallholder's Business and the Stallholder's operations in accordance with the reasonable directions given by LFM and otherwise in compliance with all Rules. The Stallholder must not bring onto the Site anything that is illegal, offensive and otherwise not consistent with the nature of the Site's operations. All displayed signage must be professional in keeping with the nature of a markets business, and all signage must be approved by LFM in its absolute discretion.

The Stallholder must conduct the Stallholder's Business in a legal and safe manner at all times only within the area designated as the area for the Stall.

STALLHOLDER'S EQUIPMENT

The Stallholder accepts that they are responsible to ensure that all equipment (including electrical, heating and/or cooling equipment) and products are in a good and safe operating condition, and comply with all relevant safety legalisation and regulations. The Stallholder is responsible to ensure that all Stallholder equipment and property is stored securely at all times, including during closed periods if applicable.

NO ASSIGNMENT OR SUBLETTING

The Stallholder is not permitted to assign and/or sublet any of its rights and interests under this Application.

MARKET TRADING HOURS

The Stallholder must operate the Stallholder's Business during all times designated as the operating hours by LFM from time to time. The Stallholder must arrange for suitable preparation and demobilisation time to enable the Stall to be open for operation during trading hours.

HIRE FEES

Hire Fees are to be provided by LFM to the Stall Holder prior to LFM acceptance. Hire Fees are to be paid in advance for the entire duration of the Hire Period in a manner directed by LFM. Hire Fees are non-refundable, including due to inclement weather.

NO EXCLUSIVITY

The Stallholder acknowledges that LFM has the right to alter the tenancy mix of the stalls in its absolute discretion from time to time. The Stallholder acknowledges that no stallholder is to be granted exclusivity at the Site.

WEATHER CONDITIONS

LFM intends to operate the markets on each advertised day of trading but cannot guarantee that the markets will remain open during periods of wet weather. The Stallholder accepts the risk of wet weather and will not be entitled to a partial or whole refund of any hire fees paid.

STALLHOLDER PARKING and VEHICLES

The Stallholder agrees to obey any directions given by LFM with respect to the parking and loading/unloading of all vehicles brought onto the Site.

INSURANCE

Prior to accessing the Site, the Stallholder must provide evidence to LFM upon request that the Stallholder has in place product and public liability policies with a minimum of \$10m cover.

STALLHOLDER INDEMNITY

The Stallholder indemnifies LFM and the owners of the Site (if applicable) from all claims for loss in connection to:

- the Stallholder's occupation of the Stall and Site;
- the sale of any products and/or services from the Site;
- injury or harm suffered by a Stallholder, or damage, injury and harm suffered to any other person or property as a result of the actions of the Stallholder and its agents;
- any loss or damage to the Stallholder's property regardless of the cause of loss or damage;

STALLHOLDER OBLIGATIONS

The Stallholder at all times must:

- follow all directions given by LFM to ensure that their occupation does not cause endanger the safety or security of any persons at the Site, including not bringing onto the Site any unapproved hazardous and dangerous materials and substances;
- not undertake any works or actions to the Stall and Site that cause damage to the Stall, or are otherwise not first approved by LFM;
- not affix any permanent signage or other fittings to the Stall and/or the Site;
- keep the Stall in a clean condition at all times and leave the Stall at the end of the hire period in the same condition as it was handed over, including the removal of all rubbish and waste in accordance with the directions given by LFM;
- not cause any disturbance to any other stallholders and/or visitors to the Site, including the use of sound and visual equipment in a manner that disrupts the amenity of the markets operations;
- report any damage and injury suffered immediately to LFM Management, including any events that have the potential to cause damage and injury.

STALLHOLDER WARRANTIES

The Stallholder warrants and accepts:

- that the Stallholder has not relied upon any statement or representations by LFM with respect to the suitability of the Stall for the Stallholder's intended use, including with respect to the performance of the Stall Holder's Business;
- that the Stallholder has obtained all required permits and approvals for any Authority that may be required to occupy the Site for the purpose of operating the Stallholder's Business, and that all goods and services offered by the Stallholder comply with Australian health and safety standards;
- that the Stallholder will comply with all relevant Australian workplace legislation at all times;
- that LFM may use the Stallholder's name and business identity to promote the LFM markets operations, including on social media and websites;
- that the Stallholder has received, understood and accepts all of the Terms and Conditions relating to the LFM Markets.

