



**ADELAIDE SHOWGROUND
FARMERS MARKET INC.**

STALLHOLDER LICENCE

THE SCHEDULE	2
DEFINITIONS.....	3
1. LICENCE TERMS	4
2. FEES AND PAYMENT OPTIONS.....	5
3. RIGHT TO TRADE AT THE MARKET.	6
4. DISCLAIMER OF LIABILITY AND INDEMNITY.....	8
5. WAIVER.....	8
6. SEVERANCE	8
EXECUTION PAGE	9
ANNEXURE A - THE PLAN	10
ANNEXURE B - APPROVED PRODUCTS.....	11
ANNEXURE C - STALLHOLDER RULES AND RESPONSIBILITIES.....	12

THE SCHEDULE

ITEM 1 Stallholder	«ABN_Registered_as» «Trading_As» ABN «ABN» «Postal_Address_»
ITEM 2 Name of ASFM Member	«First_Name» «Surname»
ITEM 3 Site	That portion of the Land delineated on the plan attached as Annexure A (as can be moved at the discretion of the Market Manager pursuant to the Rules)
ITEM 4 Land	The whole of the land comprised in: <i>Certificate of Title Volume 5413 Folio 774 otherwise known as the Adelaide Showground (Adelaide Showground)</i>
ITEM 5 Licence	Mean the <i>Licence agreement between the RAHS of SA Inc as licensor and ASFM</i>
ITEM 6 Term	«No_of_hours_not_to_exceed» on «Commencing_on» (Commencement Date) and expiring at midnight on «Terminating_on»
ITEM 7 Times of Use	Trading hours: 8:30am to 12:30pm during Market Days or such other hours as may be notified in writing by the Market Operations Manager from time to time plus access for set up purposes 3 hours before opening time and access for dismantling purposes 2 hours after closing time (and in no circumstances is the Stallholder's use to exceed fifteen (15) hours per week)
ITEM 8 Stall Fee	«Stall_Fee» per week (exclusive of GST)
ITEM 9 Outgoings	Means the fee for power described in clause 2.2
ITEM 10 Permitted Use	Means the sale of Allowable Products in accordance with the Rules
ITEM 11 Listed Product	See Annexure B

DEFINITIONS

In this Licence:

- "ASFM" means Adelaide Showground Farmers Market Incorporated.
- "Committee" means the committee of ASFM.
- "Farmers' Market" means any market established by ASFM and, at the date of this Licence, means the markets located at the Adelaide Showground.
- "Fisher" means a person who is licenced within South Australia to take fish or seafood for commercial purposes or who produces farmed fish or seafood for commercial purposes.
- "Grower" means a person who is responsible for, and exercises control over, a Primary Product (e.g. livestock, eggs and apples) for the bulk of the production cycle of the product sold.
- "GST" has the same meaning as given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any ancillary or similar legislation.
- "Land" means the land referred to in Item 4 of the Schedule.
- "Licence" means this document and includes the Rules referred to in Item 5 of the Schedule.
- "Licensee" means the Licensees named in Item 1 of the Schedule;
- "Market Day" means a day on which a Farmers' Market is scheduled to operate.
- "Market Operations Manager" means an employee of ASFM who is responsible for the operation of a Farmers' Market/s on a Market Day.
- "Permitted Use" means the use described in Item 10 of the Schedule.
- "Primary Product" means an agricultural product; for example, a vegetable, a fruit, meat and eggs.
- "Rules" means the rules and responsibilities for Stallholders as set out in Annexure B to this Licence.
- "Schedule" means the schedule to this Licence.
- "Site" means the site set out Item 3 of the Schedule.
- "Stall" means a temporary structure made up of one or more Sites.
- "Stall Fee" means the fee set out in Item 8 of the Schedule.
- "Stallholder" means a Grower, Fisher or Value-Adder specified in Item 1 of the Schedule, who is associated with the member of ASFM specified in Item 2 of the Schedule and who has successfully applied to trade at the Farmers Market and is party to this Licence.
- "Term" means the Term in Item 6 of the Schedule (subject to earlier termination in accordance with this Licence) and any period during which the Stallholder holds over or remains in occupation of the Site.
- "Times of Use" means the times set out in Item 7 of the Schedule.
- "Value-Adder" means the person who uses one or more Primary Products to make a Value- Added Product for sale and is responsible for, exercises control over and participates in, the manufacture of the product, which must be produced and packaged in South Australia.
- "Value-Added Product" means a food product produced and packaged in South Australia that is made of at least 60% (of finished weight) South Australian grown/produced ingredients. The remaining 40% must be Australian ingredients or, where no Australian- produced ingredients are available alternative ingredients approved by the Market Manager (in their sole discretion).

1. LICENCE TERMS

1.1. GRANT OF LICENCE

- 1.1.1. ASFM grants and the Stallholder accepts a Licence of the Site for the Term and during the Times of Use as set out in this Licence.
- 1.1.2. The rights conferred by this Licence shall rest in contract only and shall not create or confer upon the Stallholder any tenancy, estate or interest in or over the Site or the Land and the rights of the Stallholder under this Licence shall be those of a licensee only and do not comprise or include any further or other rights.
- 1.1.3. The Stallholder acknowledges that AFSM has entered into a Licence Agreement granted by the RAHS of SA Inc. The Stallholder acknowledges AFSM is granting the Stallholder a 'Sub-Licence', subject to this Licence agreement with RAHS of SA Inc.
- 1.1.4. This Licence is subject to and conditional upon the subsistence of the Licence and the Licence created under this Licence will terminate on the expiration or prior termination of the Licence for any reason.
- 1.1.5. The Stallholder acknowledges and agrees that the ASFM, under the Licence, the ASFM may be required to vacate the Land for a specified period of time, including in particular each year during the Royal Adelaide Show. The Stallholder must comply with any written notice received from the ASFM requiring the Stallholder to dismantle its Stall and vacate the Site during the Term for the period specified in the notice, to enable the ASFM to comply with its obligations under the Licence. During such periods (except during the Royal Adelaide Show), the ASFM shall endeavour to provide the Stallholder with storage facilities for the Stallholder's property located on the Site.
- 1.1.6. This Licence applies to Market Days that are held on Sundays. If the ASFM (with the consent of the RAHS of SA Inc) decides to operate a Farmer's Market on a day other than a Sunday, the Stallholder shall have the option, but is not obliged to participate in that Market Day. If the Stallholder elects to participate in that Market Day, then the terms of this Licence shall apply to the Stallholder's use and occupation of the Site on that Market Day.

1.2. PERMITTED USE

The Stallholder must use the Site only for the Permitted Use.

1.3. NO WARRANTY

ASFM makes no warranty or representation regarding the suitability of the Site (structural or otherwise) for the Permitted Use or any other purpose.

1.4. COMPLIANCE WITH RULES

- 1.4.1. It is an essential term of this Licence that the Stallholder must comply with the Rules at all times during the Term.
- 1.4.2. With reference to Rule 2.2.1, the products listed in Item 11 of the Schedule shall be taken to be listed products.

1.5. LICENSOR'S OBLIGATIONS AND RIGHTS

- 1.5.1. The Stallholder acknowledges and agrees they do not have exclusive possession of the premises.
- 1.5.2. The Stallholder acknowledges and agrees the ASFM can check that the Stallholder is only selling Allowable Products and to ensure compliance with this Licence (including without limitation all of the Rules) and all food safety requirements.
- 1.5.3. ASFM may at the Stallholder's cost do anything which the Stallholder should have done under this Licence but which the Stallholder has not done or which ASFM reasonably considers the Stallholder has not done properly.

2. FEES AND PAYMENT OPTIONS

2.1. STALL FEES

The Stallholder must pay the Stall Fees in accordance with clause 2.3.

2.2. POWER FEES

- 2.2.1. Access to power is subject to availability.
- 2.2.2. The fee for power will be determined and advised in writing to the Stallholder on an annual basis by the Committee.
- 2.2.3. Power is charged for each Market Day as per the published Power fees as referenced in 2.2.2
- 2.2.4. A weekly power fee per appliance will be charged to the Stallholder if the Stallholder uses power on days other than Market Days.

2.3. PAYMENT

- 2.3.1. Subject to clause 2.3.2, payment of Stall Fees may be made weekly, fortnightly or monthly. This is to be arranged with the ASFM.
- 2.3.2. Payment for the Licence must be made in advance of each Market Day, unless otherwise agreed in writing by the Executive Officer.
- 2.3.3. If the Stallholder pays its Licence Fees prior to the 1st day of each month, the Stallholder will receive a discount as determined and advised to the Stallholder by the Committee from time to time. A monthly booking form must accompany all monthly payments.
- 2.3.4. Payment of Stall Fees may be made by EFT, credit card, direct debit or cash.
- 2.3.5. If payment has not been made in accordance with the above, the ASFM has the right to suspend the Stallholder's Licence to occupy the Site and to trade at the Farmers' Market and may refuse the Stallholder's entry to the Farmers' Market.
- 2.3.6. In addition to the Stall Fee and power fee, ASFM may recover from the Stallholder any GST for which ASFM becomes liable for in connection with this Licence.

2.4. STALLHOLDER CANCELLATIONS

- 2.4.1. Subject to clause 2.4.5, the Stallholder's use of a Site on each Market Day may be cancelled up to 48 hours prior to Market Day.
- 2.4.2. If the Stallholder does not cancel their booking in accordance with clause 2.4.1 or fails to attend Market Day without notifying the Market Operations Manager, a cancellation fee may be imposed in addition to the Stall Fees.
- 2.4.3. The refund of any Stall Fees paid in advance by the Stallholder will be at the sole discretion of the Executive Officer.
- 2.4.4. Repeated cancellations under clause 2.4.1 may result in termination under clause 3. Extenuating circumstances that prevent regular attendance may be considered by the ASFM.
- 2.4.5. If the Stallholder's Stall has been located by ASFM on the inside of the market pavilion at the Adelaide Showground Farmers' Market, the Stallholder cannot cancel their use of that Stall during the Term (that is, they may elect not to attend, but they must pay the Stall Fees regardless of whether they attend each Farmers' Market or not). Extenuating circumstances that prevent attendance may be considered by the ASFM.

3. RIGHT TO TRADE AT THE MARKET

3.1. EXPIRATION OF TIME

- 3.1.1. This Licence will come to an end at midnight on the last day of the Term unless it is terminated earlier by ASFM or the Stallholder in accordance with this Licence.
- 3.1.2. If the Stallholder wants to prolong their term, they must enter into a new Licence Agreement.

3.2. LICENCE TERMINATES

As noted in clause 1.1.3, this Licence will terminate immediately on the termination or expiration of the Licence.

3.3. BY NOTICE

The Stallholder may terminate this Licence by giving the other party one month's written notice.

3.4. AS A RESULT OF DESTRUCTION

Either party may on written notice to the other terminate this Licence if Site is damaged or destroyed as to be not reasonably usable for the Permitted Use.

3.5. AUTHORITY OF MARKET OPERATIONS MANAGER

- 3.5.1. ASFM may suspend or terminate this Licence (and therefore the Stallholder's right to trade on a Market Day), if the Market Operations Manager determines that:
 - (a) the Stallholder, or person working at the Stall has not complied with this Licence (including without limitation the Rules); or
 - (b) a product for sale poses a risk to the health or safety of consumers; or

- (c) the non-compliance of the Stallholder with a rule or responsibility listed in this document poses a risk to the health and safety of consumers; or
- (d) the Stallholder is selling produce or product of poor quality and the produce or product is not advertised as seconds produce or products; or
- (e) the Stallholder has otherwise acted in a manner that will bring the reputation of the ASFM or the Farmers' Market into disrepute; or
- (f) the Stallholder has not responded adequately to a complaint about or in relation to the Stallholder that has been brought to the Stallholder's attention; or
- (g) the Stallholder has not complied with a reasonable request made by the Market Operations Manager, Executive Officer or Committee; or
- (h) the Stallholder has cancelled a number of times under Rule 2.4; or
- (i) there are outstanding Stall Fees owed by the Stallholder to the ASFM.

3.5.2. If the decision is made to suspend or terminate this Licence (and therefore the Stallholder's right to trade on a Market Day), the Stallholder must leave the Farmers' Market Site immediately.

3.6. REFERRAL TO AND COMMUNICATION OF COMMITTEE DECISION

- 3.6.1. If the Market Operations Manager suspends or terminates this Licence (and therefore the Stallholder's right to trade on a Market Day):
- 3.6.2. The Stallholder can appeal the decision using the process outlined in the ASFM Complaints, Grievances and Dispute Resolution Policy within 5 business days of receipt of the decision to suspend or terminate.
- 3.6.3. Any decision made by the Committee under this Licence (including without limitation the Rules) is final.
- 3.6.4. The Committee will inform the Stallholder of the decision made by the Committee as soon as practicable after the decision is made and no later than the two calendar days preceding Market Day.

3.7. REMOVAL OF PROPERTY

Before the end of the Term, or immediately following any earlier termination, the Stallholder will remove all of their property from the Site.

4. DISCLAIMER OF LIABILITY AND INDEMNITY

- 4.1. The Stallholder agrees to release and indemnify ASFM, its employees, volunteers, agents and contractors ("**Indemnified Parties**") from and against:
 - 4.1.1. any claim against or liability incurred by the Indemnified Parties;
 - 4.1.2. personal injury to, disease of or death of any person (including the general public, the Stallholders or others); and
 - 4.1.3. loss of, damage to or loss of use of any property, arising out of or in connection with:
 - 4.1.4. any breach by the Stallholder or its employees, agents or contractors of the Stallholder's obligations or warranties in this Licence (including without limitation the Rules); or
 - 4.1.5. an act or omission of the Stallholder or its employees, agents or contractors.
- 4.2. Notwithstanding any other provision of this Licence (including without limitation the Rules), to the extent permitted by law, the Indemnified Parties will have no liability to the Stallholder or its employees, agents or contractors arising out of or in connection with any claims under this Licence or the operation of a Farmers' Market for any loss:
 - 4.2.1. not arising naturally according to the usual course of things; or
 - 4.2.2. of production, use, business or revenue; or
 - 4.2.3. of profit or the opportunity to earn profit.
- 4.3. Without limiting the above, ASFM will not be liable for any loss or damage suffered by the Stallholder including damage to the property of the Stallholder due to fire, robbery, accidents, power outage or any cause whatsoever.

5. WAIVER

A breach of this Licence (including without limitation the Rules) can only be waived in writing. If ASFM waives any breach of this Licence by the Stallholder, that waiver cannot be taken as a waiver of any future breach of the same obligation or of any other obligation under this Licence.

6. SEVERANCE

The provisions of this Licence must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed.

EXECUTION PAGE

I/WE HAVE READ AND UNDERSTOOD THE TERMS OF THIS LICENCE (INCLUDING WITHOUT LIMITATION THE RULES) AND AGREE TO BE BOUND BY THIS LICENCE

EXECUTED by **ADELAIDE SHOWGROUND FARMERS MARKET INC** by its duly authorised representative in the presence of:

.....
Signature of Witness

.....
Signature of Authorised Representative

.....
Name of Witness

.....
Name of Authorised Representative

EXECUTED by «**ABN_Registered_as**» «**Trading_As**» in accordance with section 127(1) of the Corporations Act by the authority of its directors:

.....
Director

.....
Director/Secretary

ANNEXURE A - THE PLAN

ANNEXURE B – APPROVED PRODUCTS

ANNEXURE C – STALLHOLDER RULES AND RESPONSIBILITIES