

Stallholder Licence Agreement

**The Uniting Church In Australia Property Trust
(NSW) ARBN 134 487 095 for Paddington
Uniting Church ABN 90 754 905 644**



Stallholder Licence Agreement

Reference Schedule

Item No.	Item Description	Details
1.	Parties	<p>UCPP The Uniting Church In Australia Property Trust (NSW) ARBN 134 487 095 Level 3, 222 Pitt Street Sydney NSW 2000 for Paddington Uniting Church ABN 90 754 905 644 395 Oxford Street Paddington NSW 2021</p> <p>Stallholder Any person or company (and if a company, the Guarantor) named in the Application Form.</p>
2.	Licence Start Date	The Licence Start Date is the date notified in writing to the Stallholder by UCPP.
3.	Licence End Date	Is the earlier of: (a) the date notified in writing to the Stallholder by UCPP; and (b) the Termination Date.
4.	Products	Means the Products included in the Application Form as amended by notice in writing to the Stallholder by UCPP from time to time.
5.	Licence Fee	Is the amount charged per Market Day by UCPP and payable by the Stallholder as advised in writing to the Stallholder by UCPP in writing. Note: The License Fee is referred to as a "Stall Fee" in the Stallholder Information and the amount payable is dependent on the size and location of the Stall within the Market.

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6.	Insurance	<p>Pursuant to clause 14, the Stallholder must hold and maintain the following insurances during the Term:</p> <p>(a) Public liability insurance:</p> <ul style="list-style-type: none"> (i) in respect of the Stall Area (and where relevant the Storage Area) and the activities which the Stallholder will conduct at the Markets; (ii) for at least A\$10,000,000.00; and (iii) not making any exclusions, endorsements or alterations to the policies, or allowing them to be made, without the prior written consent of UCPP; <p>(b) If the Stallholder offers for sale or sells:</p> <ul style="list-style-type: none"> (i) second hand electrical goods and toys (ii) cosmetics and beauty products (iii) medicines (iv) potions, oils, fragrances and soaps (v) massage services (vi) food products (hot or cold) <p>then Product Liability Insurance for at least A\$10,000,000.00.</p>
7.	Address for Notices	<p>UCPP The Markets Manager Paddington Markets, Paddington Uniting Church ABN 90 754 905 644 395 Oxford Street Paddington NSW 2021 Email: office@paddingtonmarkets.com.au</p> <p>Stallholder Any address (including an email address) for the Stallholder included in the Application Form.</p>
8.	Access Hours	<p>Vehicle Unloading: 7:30AM – 9:15AM Stall Area Set Up: 7:30AM – 9:45AM Stall Area Pack Away: 4:00PM – 5:30PM Vehicle Loading: 4:05PM – 5:15PM</p> <p>Refer to Schedule 2 Traffic and Parking Regulations for further information.</p>

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Licence Agreement

Standard Terms and Conditions

Background

- A. The Markets are operated by and within the grounds of UCPP as a weekly fundraising event. Funds generated by the Markets are used by UCPP for community activities and heritage building maintenance.
- B. The Stallholder operates a business selling the Products.
- C. UCPP has agreed to grant the Stallholder a licence to use a Stall at the Markets to sell the Products, subject to the terms and conditions of this Agreement.

The parties agree that:

1. Definitions

The following terms have the meaning given to them in the Reference Schedule: "UCPP", "Stallholder", "Licence Start Date", "Licence Fee", "Insurance", "Address for Notices" and "Access Hours".

Agreement means this document, the attached Reference Schedule, the Code of Conduct set out at Schedule 1, the Traffic and Parking Regulations set out at Schedule 2, the Stallholder Information and any alterations made to it in writing by UCPP from time to time.

Application Form means the stallholder application form contained on the Markets Website.

Equipment means any items (excluding items owned or otherwise in the control of UCPP or the Manager) that are required by the Stallholder to set up the Stall Area.

GST has the same meaning as in the GST law.

GST law has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time to time.

Guarantor means the person named Guarantor in the Application Form.

Licence End Date means the date referred to as Item 3 in the Reference Schedule.

Manager means Blue Sky Events Pty Ltd and includes its employees, staff and authorised agents.

Markets means the weekly fundraising event operated by and within the grounds of UCPP and known as "Paddington Markets".

Markets Website means www.paddingtonmarkets.com.au.

Market Day means each day on which the Markets takes place, and unless otherwise notified by UCPP ordinarily occurs every Saturday including all public holidays with the exception of Christmas Day.

Products means those goods and services which are described in the Application Form as amended in writing by UCPP from time to time.

Property means 395 Oxford Street, Paddington NSW 2021 and 399-435 Oxford Street, Paddington NSW 2021.

Reference Schedule means the document of that name attached to this Agreement.

Stall Area means the location/s at the Property allocated by UCPP (at their discretion) to the Stallholder from time to time.

Stallholder Information means the document titled 'Stallholder Information' contained on the Markets Website.

Stallholder Intellectual Property means all materials the rights to which (whether registrable or not, and where registrable whether registered or unregistered) are vested in the Stallholder including but not limited to the following rights:

- (a) patents, copyright, rights in circuit layouts, designs, trade marks, common law trade marks, registered designs, geographical indications, know-how, trade secrets and any right to have confidential information kept confidential;
- (b) any improvements to and future developments of any of the foregoing; and
- (c) any application or right to apply for registration of any of the rights referred to in paragraph (a) above in any jurisdiction,

whether created or coming into existence before, on or after the date of this Agreement.

Tax Invoice has the same meaning as in the GST law.
Taxable Supply has the same meaning as in the GST law.

Term means the period starting on and from the Licence Start Date and ending on the Licence End Date.

Termination Date means the date this Agreement is terminated in accordance with clause 12 or clause 18.

Trading Hours means 10:00AM to 4:00PM or as otherwise notified by UCPP from time to time.

UCPP means the party named in the Reference Schedule and includes its employees and staff.

2. Grant of Licence and Term

Subject to the terms and conditions of this Agreement, UCPP grants to the Stallholder a non-exclusive licence to sell the Products at the Markets:

- (a) during Trading Hours on Market Days; and
- (b) within the Stall Area, during the Term.

The Stallholder agrees and acknowledges that they must not use or occupy any space at the Property other than the Stall Area without the prior written

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consent of UCPP (which may be withheld at UCPP's absolute discretion).

3. Licence Fee

For each Market Day during the Term that the Stallholder attends, the Stallholder must pay the Licence Fee as required by the provisions of the Stallholder Information or otherwise as UCPP may direct in writing from time to time.

The Stallholder agrees and acknowledges that where it does not pay the Licence Fee in accordance with this clause then UCPP will not allocate a Stall Area to the Stallholder for the relevant Market Day/s, and the Stallholder will be unable to trade at the Markets or otherwise enter the Property in their capacity as a Stallholder on the relevant Market Day/s.

If there is any Market Day during the Term where the Stallholder will be absent, the Stallholder must notify UCPP as required by the provisions of the Stallholder Information.

Where the Stallholder is absent from a Market Day during the Term and has not complied with the Cancellation Policy contained in the Stallholder Information, the Stallholder agrees and acknowledges that UCPP may in its discretion nevertheless proceed to charge the Licence Fee for the relevant Market Day to the Stallholder, and the Stallholder must pay that Licence Fee.

The Stallholder agrees and acknowledges that any Licence Fee which is paid is non-refundable, although UCPP may in its absolute discretion refund or otherwise credit to the account of the Stallholder any Licence Fee where it considers it is appropriate to do so.

UCPP reserves the right to increase the Licence Fee on 14 days' notice to the Stallholder in the event that UCPP incurs any extraordinary costs, expenses or other charges in connection with its operation of the Markets.

4. GST

If any supply under this Agreement is a Taxable Supply, the Stallholder must pay to UCPP the amount of the GST applicable to the supply in the same manner and at the same time as also paying the consideration otherwise payable by the Stallholder.

UCPP must give to the Stallholder a Tax Invoice in respect of any payment received by UCPP in accordance with clause 4.

5. Inclement Weather

The Stallholder acknowledges that the Markets are an open-air event that is held in all weathers and agrees that they must trade from and operate the Stall Area regardless of weather conditions, subject to this clause 5.

UCPP reserves the right to cancel Market Days at any time (including during the course of the relevant Market Day) where, in the reasonable opinion of UCPP, weather conditions are considered too dangerous.

6. Stall Area Allocation and Setup

UCPP will notify the Stallholder of what Stall Area they have been allocated for each relevant Market Day as soon as reasonably practicable after payment is received in accordance with clause 3.

The Stallholder agrees and acknowledges that the Stall Area that they are allocated for each relevant Market Day is determined at the sole discretion of UCPP and may vary from time to time. For avoidance of doubt, UCPP and the Manger reserve the right to vary the location of the Stall Area at any time, including during the operation of the Markets.

The Stallholder agrees and acknowledges that:

- (a) they must be on the Property ready to set up the Stall Area no later than 9:00AM AEST on the relevant Market Day or as UCPP otherwise directs; and
- (b) they must remain at the Property and operate the Stall Area at all times during Trading Hours unless otherwise agreed with UCPP.

Any Equipment used by the Stallholder in the Stall Area must be appropriately secured within the Stall Area to ensure the safety of all persons in attendance at the Markets.

Where the Stallholder uses a canopy in the Stall Area, such canopy must be secured by sand bags or weights at all times.

Where Equipment used by the Stallholder is electrical, the Stallholder must:

- (c) pay any electricity fee as may be required by UCPP from time to time;
- (d) comply with all directions of UCPP in relation to the use of electrical power in the Markets;
- (e) ensure that all electrical equipment is inspected and certified by a competent person, as defined by SafeWork NSW, at least every three months or at any other time reasonably required by UCPP;
- (f) ensure that all electrical services servicing the Stall Area meet with Australian Standard requirements and be certified by a licensed electrical contractor prior to the commencement of use; and
- (g) in accordance with the applicable Australian Standards, keep in the Stall Area at all times a portable fire extinguisher and/or an appropriate size and type of fire blanket and ensure all fire extinguishers are inspected at least every six months.

The Stallholder must not use any gas cylinders or gas appliances in the Stall Area without the prior written consent of UCPP (such consent to be given in UCPP's absolute discretion), and then only where those cylinders and/or appliances meet the applicable Australian Standards. The Stallholder agrees and acknowledges that where they use gas cylinders and/or appliances in accordance with this clause, that use will be at the risk of the Stallholder.

Except for:

- (h) a professionally prepared sign no wider than the Stall Area bearing the trading or business name of the Stallholder (which must be displayed at all times during Trading Hours); and
- (i) any business card sized labels indicating Product names and prices,

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the Stallholder must not display any form of signage in the Stall Area without the prior written consent of UCPP, such consent to be given in UCPP's absolute discretion.

In accordance with clause 2(b), all Products and Equipment must be kept by the Stallholder within the Stall Area and must not obstruct public access ways. The Stallholder must undertake all Stall Area set up and pack down within the Access Hours or as otherwise directed from time to time by UCPP. The Stallholder must not undertake any set up or pack down of the Stall Area during Trading Hours unless approved by UCPP.

At all times the Stallholder must comply with the Traffic and Parking Regulations set out at Schedule 2 or the traffic and parking directions as otherwise issued by UCPP from time to time.

All items provided by UCPP to the Stallholder for use in the Stall Area in accordance with clause 6 must be disassembled by the Stallholder and returned to the area designated by UCPP from time to time at the end of each Market Day.

UCPP may from time to time and at UCPP's discretion provide personnel to assist Stallholders. The Stallholder agrees and acknowledges that such personnel will not lift any heavy Equipment without assistance from the Stallholder will not assist in setting up, assembling/dismantling Equipment, and that the Stallholder may only request the assistance of one such person at any time.

7. Stallholder's obligations

The Stallholder must not:

- (a) display, sell or otherwise permit to be marketed any goods or services in the Stall Area other than the Products;
- (b) engage in trade at the Property outside of the Market Days and the Stall Area without the prior written consent of UCPP;
- (c) lodge or allow to be lodged a caveat against the Property or the land on which the Stall Area or Markets is located;
- (d) allow any rubbish to be left in the Stall Area;
- (e) store or use inflammable or dangerous substances in the Stall Area except as may be permitted by law;
- (f) attach or otherwise install any permanent hanging devices or any other kind of fixture to or on any part of the Property;
- (g) use any public address system, microphone or amplified equipment of any type without the prior written consent of UCPP; or
- (h) bring any kind of live animal (including but not limited to dogs) onto the Property without the prior written consent of UCPP.

The Stallholder:

- (i) must ensure that the Stall Area is kept clean and tidy;
- (j) must comply with all directions and instructions reasonably given by UCPP, its staff, agents and contractors;
- (k) conduct themselves, and ensure that any employee, staff, agent or subcontractor conduct themselves, in accordance with the Code of

Conduct set out at Schedule 1 and the reasonable direction of UCPP;

- (l) at the direction of UCPP immediately move or rearrange any display or structure which UCPP considers unsuitable, unsatisfactory or unsafe;
- (m) must not allow any other person to operate the Stall Area;
- (n) must ensure that the operation of the Stall Area and the trade of the Products at the Markets is undertaken in compliance with all applicable standards, awards, laws and regulations; and
- (o) agrees and acknowledges that it is the Stallholder's responsibility to protect the Products at all times.

8. Stallholder's warranties and indemnity

The Stallholder warrants that:

- (a) they have all necessary licences, consents and rights to trade the Products and operate the Stall Area;
- (b) where the Products are food and/or drink items, the Stallholder has the necessary registrations with The Council of the City of Sydney and holds a Temporary Food Premises registration number;
- (c) where the Products are food and/ or drinks items the Stallholder will set up the operation of the temporary food stall and associated equipment in compliance with the City of Sydney fact sheet "Requirements for the Operation of a Temporary Food Stall" and "Standard 3.2.2 Food Safety Practices and General Requirements of the Australia New Zealand Food Standards Code" or any modification, update or replacement of either of them.
- (d) all Products offered for sale or sold by the Stallholder comply with relevant safety and compliance standards;
- (e) their employees, agents and subcontractors, are competent and have all the necessary skills to trade the Products and operate the Stall Area;
- (f) they will trade the Products and operate the Stall Area in a professional and efficient manner with due care and skill and to the best of the Stallholder's knowledge and expertise;
- (g) they will act in accordance with all reasonable directions in relation to the operation of the Stall Area given by UCPP from time to time;
- (h) in trading the Products and operating the Stall Area, they will comply with all applicable laws, regulations and local council or authority requirements, including but not limited to the *Work Health and Safety Act 2011* (Cth) and the *Competition and Consumer Act 2010* (Cth).

The Stallholder indemnifies UCPP and the Manager against any loss or claim suffered by UCPP or the Manager to the extent that it arises out of or in connection with any breach of clause 8.

9. Products

Further to clause 77(a), the Stallholder acknowledges and agrees that they may not display, sell or otherwise

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permit to be marketed any goods or services in the Stall Area other than the Products.

For avoidance of doubt, the term Products refers only to those goods and/or services which have been approved in writing by UCPP and which comply with the relevant safety and compliance standards.

Unless otherwise explicitly stated by UCPP in writing, approval of Products by UCPP will only be granted for individual goods and services and is not an approval to display, sell or otherwise permit to be marketed goods or services within a general category of goods or services.

Where there is any change to a Product (other than an aesthetic change such as the colour of the Product) then the Stallholder must not sell, display or otherwise permit to be marketed that item until such time as the revised good or service is approved in writing by UCPP.

The Stallholder agrees and acknowledges that UCPP reserves the right to withdraw approval of Products at any time acting reasonably.

10. Non-Exclusivity

The Stallholder acknowledges that its right to use the Stall Area to sell the Products is not exclusive to the Stallholder and that UCPP may permit other persons to conduct like business at the Markets and sell like goods and/or services notwithstanding that those goods and/or services are the same or similar to the Products in whole or in part.

11. Advertising and Intellectual Property

The Stallholder agrees and acknowledges that UCPP may advertise, publicise or promote the Stallholder and the Products in connection with the Markets during the Term. To facilitate this, the Stallholder grants to UCPP a non-exclusive, irrevocable, royalty-free, world-wide licence (including a right to sub-licence) to use, apply, copy, reproduce, modify, adapt, communicate to the public and exploit the Stallholder Intellectual Property for the limited purpose of promoting the Markets and the Stallholder during the Term.

UCPP agrees that during the Term the Stallholder may advertise, publicise or promote its connection with the Markets and may use any logos or other trade marks associated with the Markets subject to the Stallholder obtaining the written consent of UCPP to each advertisement, publication or promotion, such consent not to be unreasonably withheld.

Other than to the parties' professional advisors or as required by law, a party must not at any time make any statement to any person regarding anything arising out of or in relation to this Agreement without the prior written approval of the other party.

12. Termination

UCPP may terminate this Agreement at any time with immediate or later effect by giving oral or written notice if:

- (a) the Stallholder ceases to be able to pay their debts as they become due, ceases to carry on business, any step is taken to appoint a receiver, liquidator, administrator or other like person of the whole or any part of the Stallholder's assets

or business, or any other action or event occurs which, in the reasonable opinion of UCPP, brings into question the solvency of the Stallholder;

- (b) the Stallholder, or any of their employees, agents or subcontractors, is in breach of any of the terms of this Agreement, including the requirements of the Code of Conduct set out at Schedule 1;
- (c) the Stallholder, or any of their employees, agents or subcontractors, engage in any dishonesty, serious misconduct or serious neglect of duty;
- (d) the Stallholder, or any of their employees, agents or subcontractors refuse to comply with any reasonable instructions or directions given by UCPP, or its staff, agents and contractors; or
- (e) the conduct of the Stallholder, or the conduct of any of the Stallholder's employees, agents or subcontractors, may in the reasonable opinion of UCPP bring UCPP into disrepute.

Either party may terminate this Agreement on 28 days' written notice for any reason.

Where a party breaches any material term of this Agreement not capable of remedy, or where a party breaches any material term of this Agreement capable of remedy and fails to remedy the breach within 30 days after receiving notice requiring it to do so, the other party may terminate this Agreement with immediate or later effect by giving written notice to the other party.

Where UCPP terminates this Agreement in accordance with this clause 12, the Stallholder agrees and acknowledges that UCPP will not be liable to the Stallholder for any compensation whatsoever and that the Stallholder will not make any claim against UCPP for termination provided that UCPP has provided the required notice.

Clauses 8, 13, 15 and this clause 12 survive termination or expiry of this Agreement.

Where the Stallholder terminates this Agreement in accordance with this clause, UCPP may, in its absolute discretion, release the Stallholder from the terms and conditions of this Agreement, but will not refund to the Stallholder any amounts which have been paid in advance to UCPP by the Stallholder.

13. Removal of Products and Equipment

Upon termination of this Agreement for any reason whatsoever, the Stallholder must immediately remove from the Stall Area any Products or Equipment located there pursuant to this Agreement.

If the Stallholder fails to comply with clause 13, the UCPP may remove the same to any place which UCPP elects at the cost of the Stallholder, and whatever UCPP or any person authorised by it does is deemed to have been done with the full authority of and as agent for the Stallholder.

Neither UCPP nor any person authorised by it will be liable for any damage occasioned to any Products or Equipment by the removal permitted under clause 13 and the Stallholder must upon demand pay to UCPP any costs incurred in connection with such removal.

The Stallholder indemnifies UCPP and the Manager against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any

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nature whatsoever which UCPP or the Manager may suffer or incur in connection with loss of life, personal injury and/or damage to property arising from the removal permitted under clause 13.

14. Insurance

During the Term, the Stallholder must take out and maintain the Insurance and any other insurances required to be held by the Stallholder by law, including but not limited to statutory workers' compensation insurance.

If requested by UCPP, the Stallholder must supply certificates of currency and all other information reasonably requested to verify the insurance to be maintained under this Agreement.

The Stallholder agrees that they will not undertake or permit any act in or on the Stall Area, or Property generally that may void any insurances of UCPP, the Manager or the Stallholder.

15. Exclusion of Liability and Indemnity

The Stallholder acknowledges that it will use the Stall Area, and bring vehicles, Products and/or Equipment onto the Property, at its own risk.

UCPP will not be liable under this Agreement or the general law:

- (a) for any loss, damage, injury or death which may be suffered or sustained to any property or by any person in the Stall Area howsoever arising (and whether from negligent or intentional act or omission), including any act by any other Stallholder or third party;
- (b) for any loss, damage, injury or death which may be suffered or sustained to any property or by any person on the Property in connection with the use by the Stallholder (or any other person authorised by the Stallholder) of any vehicle;
- (c) for the theft of or damage to any vehicles, Products or Equipment or any part of any vehicles, Products or Equipment however caused whilst the vehicles, Products or Equipment are on the Property, or the theft or damage however caused to any property left or contained in the Stall Area, or otherwise present on the Property (including vehicles and/or anything contained with them), by the Stallholder.

The Stallholder indemnifies UCPP and the Manager from and against, and agrees to reimburse UCPP and the Manager in respect of all actions, suits, proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature for which UCPP or the Manager may be liable or which UCPP or the Manager shall or may suffer howsoever arising (and whether directly or indirectly and whether from intentional or negligent act or omission) out of:

- (d) the use of the Stall Area or any part of it by the Stallholder;
- (e) any loss or damage to person or property or injury or death which may be suffered or sustained in the Stall Area by any person however caused; or
- (f) the use by the Stallholder (or any other person authorised by the Stallholder) of any vehicle on the Property including but not limited to the

operation/parking of any such vehicle on the Property and the unloading/loading of the vehicle

16. No Assignment and Third Parties

The licence conferred on the Stallholder by this Agreement:

- (a) is personal to the Stallholder;
- (b) cannot be transferred or otherwise assigned by the Stallholder (for avoidance of doubt, the Stallholder cannot sublet the Stall Area); and
- (c) does not confer on the Stallholder any estate or interest in the Stall Area, Property or any part of it, or imply any future right or licence.

The possession and control of the Stall Area, and Property as between the parties shall at all times remain vested in UCPP.

The Stallholder must, and must ensure that their employees, agents or subcontractors, will act with all proper due diligence and in good faith, and in a manner which is consistent with the operations and standing of UCPP and the terms of this Agreement.

Any employee, agent or subcontractor operating the Stall Area on behalf of the Stallholder does not relieve the Stallholder from the obligations in, or liabilities arising from, this Agreement.

17. Notices

Except in respect of clause (in which case UCPP may give notice orally), a party notifying or giving notice under this Agreement must notify:

- (a) in writing directed to the recipient's Address for Notices; and
- (b) hand delivered or sent by prepaid post or email to that address.

A notice given in accordance with clause 17 will be taken to have been received:

- (c) if hand delivered, on delivery;
- (d) if sent by prepaid post, 7 days after the date of posting; or
- (e) if sent by email, when it enters the addressee's information system.

18. Force Majeure Event

If a party (**Affected Party**) is partially or wholly precluded from complying with its obligations under this Agreement due to a circumstance beyond the reasonable control of that party, including acts of God (such as lightning strikes, earthquakes, floods, storms, explosions, fires, pandemic or epidemic and any natural disaster) or acts of public enemies (such as terrorism, riots, civil commotion, malicious damage, sabotage, revolution and acts of war and war, general strikes, embargo and power, water or other utility shortage) (**Force Majeure Event**), then that party's obligation to perform in accordance with this Agreement will be suspended for the duration of the delay arising out of the Force Majeure Event.

As soon as possible after a Force Majeure Event arises, the Affected Party must, if it has not already done so, notify the other party of the Force Majeure Event, the extent to which it is unable to perform its

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obligations under this Agreement, and the likely duration of the Affected Party's inability to perform.

If the Force Majeure Event is likely to or does continue for 60 days or more, the other party may terminate this Agreement within immediate or later effect by giving the Affected Party notice. If a party terminates this Agreement due to Force Majeure Event, each party must bear its own costs in relation to that termination.

19. Waiver

A party may only waive its rights under this Agreement by notice in writing.

20. Entire agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior representations, agreements, statements and understandings, whether oral or in writing, except to the extent of any liabilities incurred by the Stallholder prior to the termination of such agreements.

21. Further Assurance

Each party must promptly at its own cost do all acts and things and give all instructions necessary or incidental to give full effect to this Agreement.

22. Severability

If a provision of this Agreement is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of this Agreement. All other provisions of this Agreement remain in full force and effect.

23. Representations

Each party has entered into this Agreement without relying on the representation by any other party or any person purporting to represent that party.

24. Governing law

This Agreement is governed by the law applicable in New South Wales and each party irrevocably and

unconditionally submits to the non-exclusive jurisdiction of the courts of that State.

25. Inconsistency with Reference Schedule

If there is an inconsistency between one or more provisions of this Agreement and the Reference Schedule, the provisions of the Reference Schedule will take precedence over the terms of this Agreement to the extent of the inconsistency.

26. Acceptance of Agreement

The Stallholder acknowledges and agrees that the terms of this Agreement are deemed accepted by the Stallholder on payment of the Licence Fee.

27. Variation

Any variation to this Agreement must be in writing.

28. Manager

UCPP has appointed the Manager to assist with the day to day operations of the Markets in accordance with a Management Agreement entered into between them.

Under that Management Agreement, the Manager is authorised to receive any Application Form to use a Stall at the Markets, negotiate and enter into this Agreement on behalf of UCPP, accept all payments and give any direction, notification, consent, allocation, permission and make any request that UCPP is able to make under this Agreement.

29. Company Stallholder

If the Stallholder is a company, the Guarantor:

- (a) warrants that the company has the ability and the appropriate authorisation to enter into this Agreement.
- (b) personally guarantees the performance of all obligations of the Company under this Agreement.

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Schedule 1

Markets Code of Conduct

It is a privilege for the Stallholder to operate in association with the Markets and on the Property.

To maintain the reputation of UCPP, the Manager, the Markets, the Stallholder and the Property, the Stallholder agrees that they, and their employees, agents and subcontractors, will abide by the following code of conduct.

1. All Stallholders, their employees, agents and subcontractors must show respect, courtesy and consideration to each other, and to:
 - (a) the congregation of UCPP and their values;
 - (b) the school community of Paddington Public School and their values;
 - (c) the Property;
 - (d) all Markets and UCPP staff, agents and subcontractors and the Manager and its staff; and
 - (e) all members of the public.
 2. At no time and under no circumstances may a Stallholder, their employee, agent or subcontractor, insult, harass, vilify, intimidate, assault or otherwise act toward any other person in attendance at or otherwise connected with the Markets in a manner which a reasonable person would consider threatening, abusive, or anti-social.
 3. All Stallholders, their employees, agents and subcontractors must ensure that their use of any Equipment and/or their behaviour generally does not give rise to any "offensive noise" as defined in the *Protection of the Environment Operations Act 1997* (NSW).
 4. Customers shopping at the markets are entitled to be treated with courtesy and expect fair trading practice consistent with consumer law (including but not limited to the requirements of the Australian Consumer Law as set out in the *Competition and Consumer Act 2010* (Cth)).
 5. The Markets presents and promotes a platform for established and emerging artisans. All Stallholders, their employees, agents and subcontractors are expected to operate within this ethos.
 6. Smoking is not permitted on the Property at any time.
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Schedule 2

Traffic and Parking Regulations

1. Except as provided by these regulations, Stallholders, their employees, agents and subcontractors are not permitted on the Property during Trading Hours except with the prior written permission of UCPP.
 2. Stallholders, their employees, agents and subcontractors may bring their vehicles onto the Property during the designated Access Hours, or as otherwise directed by UCPP, to temporarily park them for the purpose of unloading/loading Products and Equipment. Unless otherwise directed, vehicles may not be temporarily parked on the Property for more than 10 minutes at time.
 3. If requested by UCPP, Markets staff, agents and subcontractors, and prior to entering the Property with their vehicle, Stallholders, their employees, agents and subcontractors must present a copy of the Tax Invoice issued to the Stallholder for the relevant Market Day showing the Licence Fee has been paid.
 4. When setting up the relevant Stall Area, all vehicles must be unloaded and then immediately moved off the Property. Stallholders, their employees, agents and subcontractors must not set up their designated Stall Area until all vehicles relating to that Stall Area have been removed from the Property.
 5. Following the end of Trading Hours, all Stallholders, their employees, agents and subcontractors must pull down any stall furniture and Equipment in their designated Stall Area before loading any vehicles.
 6. All Stallholders, their employees, agents and subcontractors must consider local residents and members of the public and respect their premises and property. At no time should Stallholders, their employees, agents and subcontractors double park, park across or in private driveways, park on or otherwise obstruct pedestrian or cycle ways, or otherwise violate local traffic laws.
 7. Stallholders, their employees, agents and subcontractors are not permitted to park or stand their vehicles in Elizabeth Street, Gordon Street or Newcombe Street before 7:30AM. Parking is not permitted in the Gordon Street carpark before 9:45AM and after 5:30PM.
 8. Where vehicles are being unloaded or loaded in the Newcombe Street loading zone, those vehicles must be reverse parked.
 9. Vehicles are not permitted on the playground of Paddington Public School after 8:30AM. Consequently, where a Stallholder has been allocated a Stall Area in the E section they must unload their vehicles no later than 8:15AM. Vehicle access to Paddington Public School via Elizabeth Street will not be permitted after 8:30AM without the prior written permission of UCPP.
 10. All Stallholders, their employees, agents and subcontractors must wear high visibility safety vests and enclosed, flat heeled shoes (such as work boots or runners) during all Access Hours and at any other time when operating, unloading or loading vehicles on the Property.
 11. To ensure the safety of all persons at the Markets, Stallholders, their employees, agents and subcontractors must comply at all times with all parking and traffic directions by UCPP, Markets staff, agents and subcontractors, including any directions given in respect of unloading and loading vehicles, whether or not those directions are consistent with these regulations.
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Stallholder Licence Agreement

Acknowledgement by Stallholder

The Stallholder acknowledges that by entering into this Agreement:

- A. they have not relied on any representation (whether oral or in writing) of UCPP, the Manager or any of their officers or agents or employees in relation to any matter concerning the Markets and the financial benefits to the Stallholder in entering into this Agreement or the likelihood of the arrangement to which this Agreement relates being extended beyond the Licence End Date or the financial viability of the Stallholder's use of the Stall Area at the Markets;
 - B. they have made their own enquiries in relation to the financial viability of the Stallholder's use of the Stall Area at the Markets and the financial benefits to the Stallholder;
 - C. they have had the opportunity to obtain independent legal advice before entering into this Agreement;
 - D. the Stallholder must be involved in the operation of the Stall; and
 - E. the Stallholder has read the terms and conditions of this Agreement, the Stallholder Information including all schedules, and acknowledges acceptance of the terms and conditions contained therein.
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