



# Terms & Conditions

**Thank you for choosing to be a part of Swagger Child Design Market.**

By applying to occupy a Stall Space, You agree to be bound by these Terms and Conditions.

Swagger Child Design Market can terminate this agreement; alter any rule or Term, from time to time, by notifying stallholders in one week's notice, in writing. Such changes will be effective of the date referred to on the letter. The following Terms and Conditions apply:

## Swagger Child Design Market | Terms & Conditions

### Applications

In the instance where a Stallholder is applying to sell on behalf of an artist, the Stallholder must have directly been involved in the manufacture of the Approved Product.

Once an Application is submitted, the Stallholder agrees to adhere to the Terms and Conditions in this contract.

It is a condition of such approval that the Stallholder accepts and complies with these Terms and Conditions.

An Application must have clear and accurate information about the Designer's goods; how they are made and including clear consistent imagery that compliments the Designer's work.

A Stallholder may only offer for sale Approved Products that are in line with our criteria.

To vary the approved products as outlined in an initial application, a Stallholder must submit a new application that describes the proposed new product/s to Market Management.

Market Management will subsequently review the form and advise the Stallholder in writing as to whether their new application has been successful or not.

Market Management may cancel a Stallholder's approval to occupy a Stall at the market if the product offered for sale is substantially different from the Approved Product.

In order to offer an array of mediums of product on sale so that our Market appeals to a diverse range of customers, a limited number of Stalls in each product category are selected for the market by Market Management.

Market Management reserves the right to reject Applications and to not enter into correspondence or otherwise further explain the reasons for its decisions.

Stallholders are not permitted to sell offensive, illegal, prohibited, counterfeit or unauthorised goods including goods bearing trademarks for which the Stallholder does not have a licence to sell.

Products that are offered for sale or sold at the market include goods bearing registered trademarks, which are not genuine products; items and services of an 'adult' nature which are not suitable for a public forum; products that are not retailing in major stores; items associated with the illegal use of drugs; items not in accordance with the relevant Australian Standards; and other items notified by Market Management to a Stallholder from time to time.

### **Dispute Resolution Procedure**

Market Management does not directly engage in (or adjudicate) any disputes between Stallholders. This includes disputes that relate to Intellectual Property Rights.

If any disputes with another Stallholder arises which causes disruption to the Market, or if any Stallholders are reported to engage in any abusive behaviour (verbal or otherwise) to others, we reserve the right to require You to pack up Your stall and leave the premises immediately.

We do, however, reserve the right to encourage a supportive, creative and independent community at Swagger Child Design Market. This means that we do not support Stallholders that copy an existing design idea or concept of another Stallholder. Should a dispute arise relating to products (or related marketing material) sold at our market, we reserve the right to request that a Stallholder remove from display - the products or items that are in dispute and refrain from trading with them for the remaining trading hours.

Stallholders are expected to resolve these matters by Your own means with the other party outside Market Trading Hours and such disputes will be regarded as Confidential Information.

### **Equipment**

It is the Stallholder's responsibility to ensure that all of the Equipment brought to the Market by the Stallholder has been erected securely, is operated in a safe manner and has been ballasted for safety prior to the commencement of trade. All Equipment including trestle tables, chairs, umbrellas, signage and displays must be provided by the Stallholder and located within the Stall boundaries. Public access ways must be kept clear at all times and Stallholders must co-operate with Market Management in ensuring that an appropriate corridor is maintained along the pedestrian pathways. Any Stall display furniture, signage and/or Equipment that You provide yourself must be approved by us prior to the commencement of the Market or otherwise comply with the Terms set out in the Stallholder Information that You receive.

We reserve the right to direct a Stallholder to remove materials or otherwise be refused entry. You agree to be solely responsible for any theft or damage to any furniture or other items that occupy Your Stall Space.

### **Food Vendors**

Swagger Child Design Market will only allow Food Vendors to trade if their food is produced in a council registered food premise.

Swagger Child Design Market will only allow stalls to trade if they have a permit to sell their food as a mobile Food Vendor with [streatrader.health.vic.gov.au](http://streatrader.health.vic.gov.au) or the state equivalent.

All certificates of registration must be provided as part of the application process.

Food Vendors are required to produce a copy of their mobile Food Vendor's insurance.

Food Vendors are not permitted to trade unless payment has received prior to the event.

### **Guarantor's Obligations**

Market Management will not permit a Stallholder to attend the Market if the Stallholder is anyone other than a natural person unless a Guarantor (approved by Market Management) is also a party to it.

In other words, Stallholders who trade through a company structure must also agree to be noted as a Guarantor.

In consideration of Market Management permitting the Stallholder to trade at the Market, the Guarantor unconditionally and irrevocably guarantees to Market Management the due and punctual performance and observance of the Stallholder to the Terms and Conditions of these regulations.

## **Insurance**

Market Management has taken out a Public Liability Insurance policy for the amount of \$10 million on behalf of the Stallholders. This does not include Product Liability Insurance. We recommend that You obtain product insurance in order to cover for all risks in relation to product liability, property, theft, employer liability and personal accident to staff or anyone else at the Market, losses and wasted expenditure in the event of any particular market being abandoned or curtailed. This list is not exhaustive.

By submitting an Application, the Stallholder enters into the agreement that Public Liability Insurance is provided by Swagger Child Design Market. This is non-negotiable.

All Stallholders are required to pay an excess of \$5000 in the event where access of Insurance is required.

It is a strict requirement that a Stallholder must have in place, a public and product liability policy with a minimum of \$10 million cover in the Stallholder's name if the Stallholder offers for sale any cosmetics, oils, fragrances, soaps and other beauty related products.

## **Manager's Exclusion of Liability**

The Stallholder acknowledges and agrees that Market Management makes no warranty or representation in relation to or in connection with the Stallholder's occupation or use of the Market. We are not responsible for any claims, actions, demands or suits that You may face as a result of Your conduct.

Without limiting the generality of this clause, the Stallholder acknowledges and agrees that Market Management has made no warranty or representation in relation to or in connection with:

- the prospects of the Stallholder for selling the Approved Products at the Market;
- the Stallholder's access to people visiting the Market or the access those people have to the Stallholder;
- the existence, number or quality of products that will compete with the Approved Products;
- the existence or extent of services and/or facilities of any kind at the Market;
- the position within the Market that the Stallholder will occupy;
- the suitability of the Market for any particular purpose or the existence of any latent or patent defect at the Market;
- the extent, if any, to which other visitors to the Market might interfere with the Stallholder's use of the Market;
- the existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by Market Management;
- the existence of any direct, indirect or consequential damage, loss or harm suffered by You, Your agents or Your representatives that may result from Your participation in our Market including any physical, psychological and economic harm;
- the existence or extent of any security measures undertaken to protect the Stallholder, the Approved Products and/or the market against terrorist or other criminal activity; or
- the existence or extent of any security at the Market.

You agree to indemnify us (and our agents, contractors and employees) against any cost, expenses, loss, damage or harm suffered by us resulting from any claims, actions, demands or suits that may be made against us as a result of your conduct including but not limited to any third party allegations of infringement of Intellectual Property Rights against You by any third party and public liability claims relating to You and Your Stall.

### **Manager's Right of Termination**

Market Management reserves the right to withhold consent to a Stallholder to trade at the Market, to remove or to have removed from the Market, a Stallholder who is in breach or does not comply with the Terms and Conditions, including where a Stallholder:

- fails to pay their Stall Fee in a timely manner;
- fails to abide by the Market Day Procedure (Access and Egress);
- fails to abide by the Market's Trading Hours fails to abide by the Terms and Conditions of the Market's traffic plan;
- fails to limit the products offered for sale to Approved Products; or
- commits a criminal act at the Market; or
- behaves in a manner that breaches the Market's Terms and Conditions or otherwise behaves in a manner that Market Management considers is inappropriate or may bring the Market into disrepute.

If You breach any of these Terms, we reserve the right to:

- cancel Your booking for a Stall;
- reallocate Your Stall Space;
- require You to pay the cost of our actions and remove You from the Stall Space of the Market..

You agree to indemnify us against any costs we incur arising from Your breach.

### **Market Day Stallholder Responsibilities (Additional)**

We encourage You to bring the following items to the Market:

- display and promotional materials (including business cards and means of contact);
- a cash float that best suits Your price structures (there is no facility to change cash during Trading Hours);
- portable EFTPOS and credit card facilities;
- business stationery (tax invoices, order forms); and
- packaging (and carry bags for the convenience of customers).

### **Market Day Procedure (Access & Egress)**

The details of the Market Day Procedure are outlined in an e-mail along with the details of the Stallholder's allocation. This will occur no less than 10 days prior to Market day, after payment of the stall fee has been received.

Stallholders must abide by the instructions of the Market Management in relation to parking and traffic control during access and egress.

In the interests of Occupational Health & Safety, Stallholders must strictly comply with specific times in relation to the set up and pack up of the Market.

Absolutely no pets are permitted at any time during the Market.

Setting up and packing up a stall outside of the designated times may be hazardous to other persons and, as such, a failure to observe and comply with the time restrictions for set up and pack up is considered to be a major breach of the Stallholder's obligations and Market Management reserves the right to refuse the offending Stallholder permission to occupy a Stall at the Market on the day of the infringement and on any future Market day.

Set up and dismantling of Stalls shall adhere to times outlined by the Market and should be done with due consideration to noise emissions.

It is imperative that Stallholders consult only with Swagger Child Design Market Management regarding any access and egress procedures.

### **Market Management's Representation**

Market Management's consent to the Stallholder to trade at the Market does not convey to the Stallholder any on-going rights in relation to the Market into the future and such consent can be terminated by Market Management at any time in writing and without any period of notice.

Market Management reserves the right to undertake any of the following actions without notice:

- relocate a Stallholder to another Stall within the Market;
- require the Stallholder to remove from sale any goods offered by the Stallholder which are not Approved Products; or
- request that the Stallholder undertake any reasonable measure which (in the opinion of Market Management) will improve the safety of the Stall.

### **Our Marketing**

As part of our Market promotion and marketing, we may wish to reproduce or refer to images of You, Your brand, Your stall or Your products. We may ask You to provide us with various materials for the purpose of promoting Your business and Your inclusion as a Stallholder.

We may request use of Your photographs, Your images, Your own promotional material and/or Your trademarks. By supplying us with such content, You grant us a non-exclusive, royalty free licence to use the content for the agreed purpose and warrant that the content does not include any third party Intellectual Property Rights.

### **Power & Electrical Equipment Requirements**

Where power is available and required at the Market, Stallholders must ensure that all electrical equipment and leads utilised by the Stallholder at the Stall must be tagged in compliance with relevant workplace laws and regulations and such tags must be available for inspection at the commencement (and for the duration) of the Market.

### **Prohibited Activity**

Smoking and alcohol consumption is strictly prohibited on the premises and for the duration of the Market.

Stallholders must not smoke within 5 metres of any entry/exit door at the Market.

## **Safety**

The health and safety of all patrons, Stallholders and Market Management is of utmost importance. You understand and agree that it is Your responsibility to take all due care and diligence to prevent injury and property damage to You or any third party including (but not limited to) visitors to Swagger Child Design Market.

Therefore, You must ensure that You:

- inspect Your stall components prior to the commencement of the Market Trading Hours;
- are in full practical and aesthetic control of Your Stall Space;
- store all of Your own products, display furniture, signage and equipment safely within Your stall area;
- do not have slip, trip and fall hazards within Your stall space or immediate vicinity that could cause anyone to suffer an accident;
- keep the walkway around Your stall area clear;
- clean up any spills, breakage or otherwise immediately;
- keep all public access ways clear;
- ensure that power boards and extension cords that You supply are tested adequately prior to use and that they have surge protection prior to the commencement of the market and that any exposed electrical cords are taped to the floor so that they are not loose and will not possibly cause someone to trip;
- behave at all times in a manner that ensures that the health and safety of anyone who visits the Market is not compromised;
- report any potential OH&S issues to Market Management; and
- call an emergency service if required or requested by Market Management.

## **Shared Stall Spaces**

There is an option in the Stall Fee structure to share a Stall Space with another independent Designer. Should one Designer choose to cancel their 50% share of the Stall Space, the primary contact on the application form must contact us immediately. In the instance where the remaining Designer would like to keep their Stall, there will be no further requirements and a refund will not be provided to the Designer choosing to withdraw.

## **Signage**

Stallholders may not erect any advertising display or signage unless the Stallholder has received the Market Management's consent to display such advertising display or signage.

## **Stall Aesthetics**

It is imperative that You keep Your Stall Space clean and tidy at all times. Swagger Child Design Market imposes a high standard of Stall quality. Please be mindful when considering Your Stall Space and how it may affect other Stallholders in Your immediate vicinity.

## **Stall Fees**

Stallholders are required to attend their Stall and no refunds/credits will be paid for failing to attend. Stall Fees are payable by direct deposit and approved Stallholders will receive confirmation via e-mail along with a request for payment of Stall Fee. Stall Fees are not refundable and no credits or refunds are issued in the case of bad weather. A successful applicant that has been notified will have 7 days to make payment of Stall Fees, or withdraw Your Application. Failure to pay within 10 days of Your final notice being issued may lead to cancellation of the approved Application and/or affect Your ability to hold a stall at any of our future Markets. Once Your payment is submitted, however, refunds/credits will be issued at the sole discretion of Market Management.

## **Stalls**

Once payment of the Stall Fees has been received, the Stallholder's allocation is outlined in a letter along with the details of the Market Day Procedure.

Stalls shall be displayed in a professional manner and with a quality that shall enhance both artwork/goods and the Market aesthetic alike.

A Stallholder is deemed to have been granted consent to trade at the Market when it has submitted an Application to Market Management and has received confirmation via from Market Management that the Application was successful.

The Stallholder acknowledges that Market Management's consent to the Stallholder to occupy a Stall at the Market will not be assigned to any other person other than the Stallholder written on the Application.

The Stallholder does not convey any right to any particular location for a Stall. Stallholders must locate their Stalls as directed by Market Management who is authorised to determine and change the layout for Stalls from time to time.

However, we do note that Stallholders may request special consideration from Market Management when allocating spaces due to some practical and technical factors. Please contact us for further discussion.

The Stallholder must ensure that all trading activity is undertaken within the boundaries of the Stall.

The Stallholder may request from Market Management; the permission to utilise extra space at the Market if such space is available and if the request is granted, Market Management reserves the right to charge an additional Stall Fee in respect of the additional space.

Stall Spaces are rented on a one-off basis only.

The act of renting a Stall does not create any form of tenancy or secure a right or licence to reserve a Stall at our markets in the future. This means that if You are successful in obtaining a Stall Space in your Application in this instance, You are not guaranteed a Stall Space at any future Markets.

## **Stall Cancellations or Transfers**

Stall Spaces cannot be transferred, sold, assigned or sublet to any other person or company. Once Your payment is submitted, refunds/credits will be issued at the sole discretion of Market Management.

## **Stallholder Indemnity**

Without limiting the generality of any other provision of these Terms and Conditions, the Stallholder hereby indemnifies and holds Market Management harmless from and against all claims for loss arising in connection with or in relation to:

- the Stallholder's occupation of the Market;
- the sale or attempted sale of the Approved Products or any other products or services;
- any injury or harm suffered by the Stallholder;
- any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the Stallholder;
- any loss of or damage to the Stallholder's property regardless of the cause of that loss or damage;
- the death of any person of a consequence, in whole or in part, of any act or omission by the Stallholder;
- any breach of these Terms and Conditions by the Stallholder; or
- Market Management's legal costs on a full indemnity basis incurred as a result of the Stallholder's breach of these Terms and Conditions.

### **Stallholder Behaviour**

Stallholders and representatives must behave in a manner which treats all members of the Market community with courtesy at all times and in accordance with fair trading practice.

Stallholders must not engage in any behaviour with other Stallholders, customers, visitors and staff that can be seen as purposefully negative or abusive. Failure to comply may result in the immediate closure of Your Stall.

You must not engage in any conduct which is disruptive or inconsistent within the supportive community and purpose of Swagger Child Design Market.

### **Stallholder Warranties & Representation**

Market Management permits the Stallholder to attend the Market in reliance on the following warranties and representations hereby made by the Stallholder:

- the Stallholder is the owner of the Approved Products with full power and capacity to sell absolute legal and beneficial ownership of the Approved Products to a third party without any encumbrance;
- the Stallholder is not in reliance on any representation or statement made by Market Management that is not expressly contained in these Terms and Conditions;
- the Stallholder is responsible for obtaining all relevant permits and permits required to operate the Stallholder's business and that all merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force;
- the Stallholder does not bring into the Market any hazardous materials or substances; and
- the Stallholder will comply with all of the Terms contained in these Terms and Conditions and will comply with any changes to the Market Terms and Conditions, or any relevant local government and other statutory laws and regulations.

Without limiting the generality of these Terms and Conditions, the Stallholder acknowledges and agrees that Market Management is not liable for any claim or loss suffered or incurred by the Stallholder in relation to or in connection with:

- theft or damage of Approved Products, Equipment or goods under the control of the Stallholder or any other property of the Stallholder at any time including times when the Market is not trading and such Products, Equipment and property are stored overnight in a marquee, tent or umbrella supplied by Market Management;
- any failure by the Stallholder to sell the Approved Products; or
- any journey from or to the Market; or damage or injury to any property or person.

### **Trading Hours**

Trading activity is permitted during the Trading Hours of 10am – 2pm on Market Day.

All stalls must be set up and ready to trade half hour prior to commencement of the Trading Hours. Stallholders who arrive after 9:30 am will not be permitted to trade at the market. It is the responsibility of the Stallholder to continue trading for the full duration of the market's Trading Hours.

Stallholders must cease trading and commence their packing up procedure at the end of the Trading Hours and must ensure they are off site in accordance with the hours of setting up and packing up procedure that is outlined in the e-mail sent once payment of Stall Fee has been received by Market Management.

Stallholders who have booked and paid their Stall Fee shall be entitled to a Stall only until the commencement of Trading Hours. Once Trading Hours have commenced, Stallholders who have not occupied their Stall by this time may forfeit their Stall booking and will not be entitled to any credit or refund of Stall Fees and Market Management reserves the right to allocate the Stall to another Stallholder.



### **Vehicle & Traffic Control**

Stallholders must comply with the Terms of the Market's traffic plan (as amended from time to time) and must abide by the instructions of the law regarding the movement and parking of vehicles at the Market, on the public roads and in areas within the immediate vicinity of the Market.

Stallholders must comply with local traffic rules and regulations on the public roads and in areas in the immediate vicinity of the Market and must not park illegally, double park in traffic lanes, park in driveways, queue across traffic intersections, undertake illegal U turns or traffic manoeuvres, or otherwise hinder traffic in the streets surrounding the Market during Access and Egress.

Stallholders must not inconvenience local residents and members of the public, and respect their premises and property.

Parking is available to the public in the Market vicinity.

Details relating to Access and Egress will be provided to You 5 days prior to Market day as part of the Market day procedure.

### **Waste Management**

Upon completing the packing up procedure, Stallholders are required to remove all garbage, waste, litter and other rubbish that the Stallholder has either brought into the Market or obtained at the Market.

The garbage bins provided at the Market are for the purpose of the disposal of litter by the general public and are not available for the disposal of Stallholder's waste or packaging materials.

Upon completing the packing up procedure, the Stallholder is required to clean their site and ensure that it is clear of discarded rubbish and waste materials.

Any Stallholder found to be utilising the Market rubbish bins for the removal of the Stallholder's waste or packaging material shall be requested to discontinue such activity and may incur a waste fee.

Stallholders may be refused permission to occupy a Stall if this activity continues persists and appropriate warnings have been given by Market Management.

### **Weather**

The Market may operate in varying weather conditions. However, in the event of dangerous weather conditions (which may include the outside temperature reaching over 40°C) we reserve the right to cancel the Market. We also reserve the right at our sole discretion, to cancel the Market in the event of unforeseen venue issues which prevent the Market from operating safely. Such an event may include a fire, major accident or damage to the venue.

If the Market proceeds in the case of inclement or adverse weather conditions, it is solely at a Stallholder's discretion as to whether the Stallholder will set up, commence, continue trading, cease trading, or pack up on Market day.

The Stallholder must advise Market Management of their intention to cease trading and pack up. Market Management will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions or any decisions it market in relation to the continuation of trade during adverse weather conditions.

## Swagger Child Design Market | Definitions

### **"Application"**

Refers to any document, form or written correspondence (including any document or form in electronic format) that has been submitted by a Stallholder when applying to Market Management for consent to trade at the Market and may include any updated applications completed by the Stallholder from time to time.

### **"Approved Products"**

Refers to the products and the goods in which the Stallholder has for sale at the Market with the consent from Market Management. Such goods must be described accurately in the Application. Market Management reserves the right to provide consent to a limited selection of the goods described in the Application or to revoke consent or otherwise alter the range of goods permitted to be sold at the Market at some time in the future.

### **"Cash Float"**

Refers to the mixed cash denominations withheld by the Stallholder, made up of bank notes and coins for monetary exchange purposes.

### **"Confidential Information"**

Refers to the information that is by its nature confidential, but does not include information in the public domain. Disclosure of such information by any party is a breach of its obligations to maintain confidentiality under these Terms and Conditions.

### **"Designer"**

Refers to the person who designs and makes the Approved Products that are included in the Application.

### **"Intellectual Property Rights"**

Refers to all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks (registered or unregistered), designs, patents, circuit layouts, business and domain names, inventions and other results of intellectual activity.

### **"Market"**

The specific Market nominated by a Stallholder in the Application and subsequently indicated by the Market Management when confirming that an Application has been approved. A reference to a Market includes an area which is designated for the purpose of conducting Trading Activity where the Market Management has the lease or licence to control, operate and regulate as a Market or a place where Trading Activity may be undertaken. The Market includes any roadways, car parking areas and areas of access to or egress from the Market.

### **"Market Management" / "Our" / "Us" / "We"**

Refers to Shona O'Brien trading as Swagger Child (Design) Market (ABN 55 201 769 937). Market Management has permission to control, operate and regulate the Market which includes the authority to grant or withhold consent to any person/s or legal entity to attend, occupy or undertake Trading Activity at a Stall at the Market. Market Management are also appointed to Manage the Market on Market day.

**"Regulations"**

Refers to the Terms and Conditions included in this document and the most up-to-date Stallholder's information provided to You (amended from time to time). The manager may alter any term of these regulations or include additional Terms from time to time, by notifying Stallholders by e-mail, with one week's notice. Such changes will be effective of the date referred to on the e-mail.

**"Stall" / "Space" / "Stall Space"**

Refers to the area that is designated by Market Management within the Market for the purposes of Trading Activity, by a Stallholder. This area will usually be indicated as that Space defined by a perimeter. Any alternative area will be defined by the Market Management and indicated to the Stallholder as a condition of consent.

**"Stall Equipment"**

Refers to any structures that are erected, utilised and occupied within the boundaries of the Stall by Stallholders including (but not limited to) racks, chairs, tables and signage.

**"Stall Fee"**

Refers to the amount charged by Market Management and is payable by the Stallholder as consideration for the opportunity provided by Market Management to the Stallholder to undertake Trading Activity at the Market. The Stall Fees are included on the website and in the Stallholders' Application form.

**"Stallholder" / "You" / "You're"**

Refers to You, the person, persons or representatives whom has applied for a Stall, have been granted consent by Market Management to occupy a Stall Space and undertake Trading Activity at the Market.

**"Stallholder Information"**

The specific information that is detailed on any official Swagger Child Design Market internet site (website, social media – Facebook, Instagram and Twitter), correspondence (e-mail or print) containing statements, guidelines, regulations and/or Terms and Conditions. This information is prepared by Market Management to inform Stallholders; and may include information relating to Stalls, Market day procedure and emergency procedure.

**"Terms" / "Terms and Conditions"**

Means the Terms and Conditions that are detailed in this document, on [www.swaggerchildmarket.com.au](http://www.swaggerchildmarket.com.au) and are available to any applicant by request.

**"Trade at the Market"**

Means to occupy a Stall and undertake Trading Activity at Swagger Child Design Market.

**"Trading Activity"**

Means activity where goods are offered for sale, sold or promoted; or activity undertaken with the aim of promoting or increasing awareness of the Stallholder or the Stallholder's products and/or services.

**"Website"**

Refers to the internet address [www.swaggerchildmarket.com.au](http://www.swaggerchildmarket.com.au) that is controlled by Market Management.

### **"Words"**

Means the singular include plural and in the plural include the singular. Where there is more than one person, partner or legal entity noted on these Terms and Conditions then these Terms and Conditions shall apply jointly and separately.

## **Swagger Child Design Market | General**

### **Interpretation**

In these Terms:

- I. Headings are for convenience only and do not affect interpretation.
- II. Defined Terms have the meaning ascribed to them.
- III. A word denoting the singular number includes the plural number and vice versa.

### **Relationship of the parties**

Swagger Child Design Market and Stallholders are independent contracting parties, and nothing in these Terms will make either party the employee, partner, agent or legal representative of the other for any purpose whatsoever. Nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

### **Assignment**

The rights and obligations arising under these Terms are personal to the Stallholder. The Stallholder must not assign, license, sub-license or transfer all or any part of the Stallholder rights and obligations under these Terms without the prior written consent of Swagger Child Design Market.

### **No implied waiver**

The failure of Swagger Child Design Market to require performance by You of any obligation arising under these Terms will in no way affect the right of Swagger Child Design Market to require such performance at any later time. If Swagger Child Design Market waives a breach by You of any obligation arising under these Terms, such waiver will not constitute a waiver of any later breach of the same or any other obligation under these Terms.

### **Severability**

If any provision of these Terms is or becomes invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the invalid provision will be severed from these Terms and the remaining Terms will remain in full force and effect.

### **Entire agreement**

These Terms and Conditions and the Stallholder's Information constitute the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written representations and agreements and the parties expressly agree that neither has relied on pre-contractual conduct or representations of the other party in entering into these Terms.

### **Variation**

No alteration, modification, change or variation of any of these Terms will be binding upon either party unless in writing and signed by a duly authorised representative of each party.

The parties agree that these Terms are governed by the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of the courts of that State.

If you have any further questions or feedback, you may contact us at any time.

**Shona O'Brien | Founder**

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*[Last updated: 01 March 2019]*