



- **B&B Markets – Rooftop (Pty) Ltd.**
(95/04145/07)
- **B&B Markets – Hillfox (Pty) Ltd.**
(95/09892/07)
- **African Craft Market of Rosebank**
(B&B Markets – Essenwood (Pty) Ltd (1998/011505/07)
- **B & B Markets – Hatfield**
(B & B Markets – Cradock Avenue (Pty) Ltd (1999/028247/07)

ROOFTOP MARKET

GENERAL

The market is situated on the upper level of the Mall of Rosebank. It incorporates fully covered as well as open air sections. The Market operates 9.00 am to 5.00pm every Sunday.

STALL STRUCTURES

All “open air” traders are provided with cover at no extra charge. (Shadecloth stall structures or Hawaiian umbrellas).

STALL FEES

UNDERCOVER STALLS	: R 1096 – R1399 per month	(VAT included)
OPEN AIR STALLS	: R 1018 per month	(VAT included)
CASUAL STALLS	: R 295 per day	(VAT included)

STALL FEES FOR PERMANENT TRADERS ARE PAYABLE MONTHLY IN ADVANCE.

TABLES AND CHAIRS

Tables are hired out at the Market at a cost of R24.00 each per day.

Chairs are hired out R12.00 each per day.

TABLE AND CHAIR FEES ARE PAYABLE MONTHLY IN ADVANCE

POWER POINTS

Power points are available to undercover stalls. Appliances will be charged at the rate of R16.50 per appliance per day or lights at R9.50 per day.

ELECTRICITY FEES ARE PAYABLE MONTHLY IN ADVANCE

APPLICATION

To apply to trade at the Market, applicants must bring a sample of their products *to the market* on Sundays between **10h00 - 14h00** for approval. If it is not practical to bring in a physical sample of your products, please bring a clear, close-up photograph of your product. **PLEASE BRING ALONG A COPY OF YOUR IDENTITY DOCUMENT, DRIVERS LICENCE OR PASSPORT.**

PLEASE NOTE PRODUCT APPROVAL WILL ONLY BE DONE ON SUNDAYS.

The three main criteria for successful application are quality of the product, value for money and uniqueness. Management strives to limit duplication of products. Crafters able to demonstrate the making of their products are encouraged to do so.

All traders are accepted on a monthly basis. Renewal of the “lease” is subject to Management’s discretion.



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ROOFTOP MARKET APPLICATION FORM

TITLE (MR. MRS. MS) _____
FIRST NAME _____
SURNAME _____
BUSINESS NAME, IF APPLICABLE _____
PHYSICAL ADDRESS _____

IDENTITY NUMBER (of applicant) _____ DATE OF BIRTH: _____
PASSPORT NO (of applicant): _____

CONTACT DETAILS

TEL HOME _____ TEL WORK _____
CELL _____ FAX _____
E-MAIL _____ VAT VENDOR NO. _____

PLEASE PRINT CLEARLY USING BLOCK LETTERS

1. Will you, (the applicant), personally exhibit/sell your product(s)? Yes () No ()
2. Are you the manufacturer () or representative () of the products listed below?
3. Description of your product(s) in detail _____

4. Do you trade anywhere else? Yes () No () If yes, where and with what product(s)? _____

5. Any special considerations? _____
6. **TYPE OF STORAGE REQUIRED: (A,B,C)** _____ **TRAILER REGISTRATION NO:** _____
A = RAILS; B = TROMMELS; C= TRAILER
DESCRIPTION OF ITEMS TO BE STORED : (NO TABLE/CHAIR STORAGE PERMITTED): _____

IMPORTANT NOTICE

PLEASE NOTE THAT OUR STANDARD CONDITIONS OF TRADE ARE APPLICABLE AND BINDING ON YOU AS THE APPLICANT TRADER. THE DUTY LIES WITH YOU AS THE APPLICANT TO READ THESE CONDITIONS WHICH APPEAR ON EITHER THE REVERSE SIDE OF THE PAGE OR ON A SEPARATE ANNEXURE WHICH IS AVAILABLE AT OUR OFFICE ON REQUEST AND WHICH THE TRADER IS REQUESTED TO SIGN. WITH OR WITHOUT SIGNATURE OF SUCH ANNEXURE THESE CONDITIONS REPRESENT THE TERMS OF OUR MONTHLY CONTRACT WITH YOU AND YOU CONFIRM THAT YOU HAVE READ THEM OR ACCEPT THEM AND AGREE TO BE BOUND TO SUCH TERMS UPON OUR ACCEPTANCE OF YOUR APPLICATION WHETHER THEY APPEAR ON THE REVERSE SIDE OR IN A SEPARATE ANNEXURE.

SIGNATURE _____ PLACE _____ DATE _____



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B&B MARKET ROOFTOP'S STANDARD CONDITIONS OF TRADE

1. **Definitions and Interpretation**

- 1.1 “B&B” means – B&B Market Rooftop (Pty) Limited;
- 1.2 “contract” means the **monthly** contract (meaning a month starting on any day in a month) between B&B and the trader whereby the trader is permitted to trade from a stall allocated to the trader at the market which comes into being upon B&B approving the traders application by entry in its computer database upon the terms contained in these conditions of trade. The initial contract will be for a **one month period**, thereafter the contract will continue on a **monthly basis**, automatically renewed for a further month indefinitely, unless notice of earlier termination shall have been given by either party in terms of 1.10 below;
- 1.3 “commencement date” means the start date allocated by B&B to the trader in its computer database which shall be the date of commencement of the trader’s right to trade at the market.
- 1.4 “landlord” means the landlord of that part of the premises leased by B&B for the purpose of conducting a flea market (“the head lease”).
- 1.5 “market” means the flea market operated at the premises by B&B;
- 1.6 “premises” means the area whereon the flea market is operated situate on the **upper parking level of the Mall of Rosebank, Bath Ave, Rosebank;**
- 1.7 “trader/stall fee” means the basic fee, including tables, chairs, electricity, storage, handling fee and rentals payable to B&B by the trader for the right to trade from his stall, the tariff of fees for various type stalls being detailed hereunder;
- 1.8 words signifying the singular include the plural and vice versa and reference to one includes another as the context requires;
- 1.9 clause headings are for convenience only and are not to be used in interpretation.
- 1.10 “notice period” B & B may give the trader one month’s written notice of termination of the contract, provided such notice be given no later than one month prior to the expiry of the then period of the contract. In the case of the trader giving notice, such notice shall require to be given in writing at least one month prior to the expiry of the then period of the contract.
- 1.11 For the purpose of 1.10 above, reference to a month shall mean 30 (thirty) days whether or not any such days are public holidays or non-working days or weekends.

2. **Contract**

- 2.1 The parties agree to enter into the contract upon the terms set out in these conditions of trade with effect from the commencement date.
- 2.2 Unless otherwise notified to the trader by B&B, the market only operates on Sundays during the hours 9.00 am until 5.00 pm which constitute the trading hours the trader must adhere to when operating his stall.

3. **Product Approval**

- 3.1 The trader shall only sell, exhibit or store those products which have been specifically approved by B&B and limited to the products reflected in the application form signed by the trader save for deletions or modifications to that list countersigned by B&B or otherwise notified by B&B to the trader in writing, such countersigning by B&B or written notice from it being binding on the trader.
- 3.2 B&B have the sole discretion to delete items approved for sale by the trader from time to time and accordingly the trader shall be limited to trade only in products approved by B&B from time to time

4. **Head Lease**

- 4.1 The trader acknowledges that he shall not at any time during the currency of the contract or any other time have any rights whatsoever in respect of the occupation or possession of the premises on and from which the trader has his stall or stand and at no time shall he have any right to claim any tenancy or right to tenancy or other tenure of whatsoever nature in respect of the premises

SIGNATURE

- 4.2 The trader shall not at any time do or permit to be done anything on or from the premises which may prejudice B&B's rights of occupancy thereof or be an infringement of the head lease.
- 4.3 Despite anything to the contrary in these conditions of trade the trader recognizes that he shall be an invitee of B&B on the premises and accordingly shall comply strictly with all and any instructions of whatsoever nature given by B&B in respect of or pertaining to the premises and/or the trader's conduct on and from the premises.
- 4.4 The cessation of B&B's right to operate the flea market, irrespective of the reason, shall automatically terminate the trader's right to do so and neither party shall have any claim against the other arising out of such termination,.

5. Trader's General Obligations

The trader shall: -

- 5.1 trade at the market on the above designated days and periods,
- 5.2 set up his stall, and remove his vehicle from the market to designated parking areas, before 8.30 am of the trading day otherwise his stall may be forfeited for that day;
- 5.3 not use radios or sound equipment, or have dogs or pets accompany him to the market;
- 5.4 have black refuse bags available for his use and be responsible for keeping his stall tidy and hygienic and free of litter; not close his stall before closing time of the market; a "sold out" sign shall be displayed on the stall once his products are sold out;
- 5.5 make payment of the trader fee monthly in advance which in any event shall be not be later than close of business on the last week day of a month in respect of the particular stall allocated to the trader who recognizes B&B's right in its sole discretion to allocate or re-allocate the location of the trader's stall from time to time;
- 5.6 Make payment via debit order or direct deposit. Stall fees will not be accepted at the Market and/or Head Office.
- 5.7 A direct deposit administrative fee of R118 per month (including vat) will be charged per trader who pays via direct deposit. This fee will form part of your stall fee.
- 5.8 take all steps necessary to ensure that all trader fee payments are made by way of an electronic debit order system approved by B&B unless otherwise permitted by B&B;
- 5.9 not cede, transfer or assign his rights hereunder which he acknowledges are personal to him, nor shall he sub-let or grant any person any right to occupy or trade from his stall save for bona fide assistants employed to assist him in operating his stall;
- 5.10 be liable to the landlord or to B&B as the case may be for any damage caused by the trader to the premises or property of the landlord which contains the premises;
- 5.11 pay a deposit equivalent to a trading fee for four trading days on notification to the trader of the approval of his application for the allocation to him of a stall;
- 5.12 retain receipts for payment of trader fees, which must be produced on request as proof of payment and confirmation of stall number;

CURRENT TARIFFS

DESCRIPTION OF STALL	FEES PER MONTH
Shadecloth:	
Normal	R1018
Corner	R1391
Undercover:	
Normal	R1259
Corner	R1645
Main corner	R1931
Undercover 5 th (Upper)	R1190
Undercover top	R1151
Artists	R916
Young Designers	R916
Collectables	R2193
Fast Food	R1506
Tables	R 24
Chairs	R 12
Electricity – single light	R 9.50
Electricity – per appliance	R 16.50
Electricity – multiple lights	R 16.50
Parking card	R40
Storage A (rails)	R200
Storage B (trommels or the equivalent)	R275
Storage C (trailer)	R370

SIGNATURE

- 5.12 not interfere, upset or cause inconvenience to fellow trader or members of the public or staff of B&B or behave in an improper manner or be inebriated or do anything to lower or demean the good name and reputation of the market;
- 5.13 in the event of B&B being entitled to take legal action against the trader for any reason, be liable to pay B&B's legal costs on the attorney and own client scale including collection commission; the trader consents to the jurisdiction of the magistrate's court in respect of any such action.
- 5.14 comply with B & B's security and fire regulations, which may exist in the market from time to time. The trader undertakes to use its best endeavors to secure compliance therewith by its invitees and/or customers from time to time;
- 5.15 are in possession of valid documents to reside and work in the Republic of South Africa;
- 5.16 the trader shall be liable for a 4.25% excl. VAT surcharge for all credit card transactions processed by B & B.
- 5.17 comply with the laws and regulations of the Republic of South Africa.
- 5.18 insure and keep insured all its goods in the premises; including the products & equipment within the traders' storage facility.
- 5.19 maintain adequate public liability insurance.
- 5.20 not make any alterations, additions or improvements to the interior or exterior of the leased premises, whether structural or otherwise, without B & B's prior written consent;
- 5.21 not attach to the walls any fittings, shelving or appurtenances without the B & B's prior written consent;
- 5.22 not solicit or canvass for business in the parking area or other common areas in the shopping centre and not distribute any pamphlets, handbills or other advertising matter on motor cars parked in the parking area or in any other common areas;
- 5.23 not leave or permit to be left any packages, furniture, cycles, handcarts, boxes, papers, rubbish or any other goods or articles upon or in the service area, landings, stairways or passages or in any part of the property other than specific areas allocated to the trader for the express purpose concerned, in which area no unreasonable accumulation of any articles or matters shall be made or permitted to the trader;
- 5.24 not paint, affix or attach to the premises or any part of the shopping centre or the property any advertising signs or other matter, awning or canopy or any other thing of any kind without B & B's prior written consent; if the trader commits a breach to these provisions B & B shall be entitled, without notice or order of court, to remove the offending matter;
- 5.25 not install any floor covering, interior or exterior lighting, plumbing, fixtures or shades or change the layout of the premises or make any change to the stall without the company's prior written consent;
- 5.26 ensure that the premises are both adequately stocked with merchandise;
- 5.27 at all times ensure that no nuisance emanates from the premises
- 5.28 No trader's children are allowed on their stall for the entire trading day
- 5.29 only store approved products within the specified storage facilities.

6. **B&B's Rights and limitation of liability**

Apart from other rights which B&B has in terms of these conditions of trade B&B shall :-

- 6.1 have the right to appropriate in its discretion any amounts received including but not limited to the deposit towards payment of any indebtedness or cause of debt for which the trader is or may be liable to B&B;
- 6.2 be entitled to cancel the contract summarily on notice to the trader should the trader breach any of his obligations to B&B under these conditions of trade or fail or neglect to carry out instructions or directions which B&B is entitled to give to the trader including but not limited to 4.3 above;
- 6.3 have the right, without needing cause or advancing any reason, to terminate the contract by giving the trader one month's notice of termination. In the event of such notice being given to the trader, or in the event of any cancellation of the contract by B&B by reason of breach on the part of the trader, the trader shall have no claims of whatsoever nature against B&B or any one else including without limitation, its directors or staff or the landlord or its agents, save for refund by B&B of any fee paid beyond the expiry date of the notice and any part of the deposit to which he is still entitled;
- 6.4 have the right, in its sole discretion and without giving reasons therefore, to increase or decrease the number of current trading days; to increase or decrease the number of trading stalls; to determine the composition and mix of products between the different traders from time to time and to revise the standard conditions of trade; to move or alter the location of the market; to issue instructions to traders with regard to standards of behavior and conduct and the conduct of their manner or style of trading;
- 6.5 have the right to require and to receive from the trader, an amount equal to 25% of the total consideration payable to the trader, as a condition for the granting of consent to the assignment (including cession) of the trader's rights to any third party, it remaining at all times the sole right of B&B to refuse such consent and such assignment;

SIGNATURE

- 6.6 not be liable to the trader for any damages (or other relief) incurred or claimed by the trader or any member/director/agent/employee/customer or invitee of the trader for any reason attributable to B&B or its employees/directors/agents/contractors or subcontractors, for any breach of contract or duty, act of negligence (including gross negligence), including without limitation the failure of the market to operate on any particular day or the inability of the trader to operate his stall or for any damage to the traders property of any description or theft of such property or riot or public disturbance of any kind; shall exclusions of liability shall also extend to and be for the benefit of the landlord, when and if applicable.
- 6.7 The Credit Grantor may:
Perform a credit search on the applicant's credit profile with one or more of the registered Credit Bureau when assessing the Applicant's application for credit. Monitor the credit applicant's payment behavior by researching their profile at one or more of the Credit Bureaus. Use new information and data obtained from Credit Bureau in respect of the applicant's future credit applications. Record the existence of the applicant's account with the Credit Bureau. Record and transmit details of how the applicant has performed, and how the account is conducted by the applicant in meeting their obligations on the account. The applicant gives B & B Markets permission to do a credit check.
- 6.8 Have the right in its sole discretion, to allocate a traders' credit card sales to any outstanding debt that the trader has with the market and/or associated markets operated by the B & B Group.
- 6.9 The TRADER shall be liable to B&B for interest on overdue accounts at the rate of 2% (two per centum) over and exceeding the prime lending rate charged by Nedbank, a division of Nedcor Bank Limited at any given time on all overdue accounts. An account will be overdue on the expiry of the period mentioned in clause 1.2 above. A certificate issued by a manager whose position need not be proved, by Nedcor Bank Limited indicating the prime rate from time to time shall constitute prima facie evidence of such rate.

7. General

- 7.1 To trade at the market during the month of December traders are required to pay and trade for the proceeding January. January stall fees are payable by 8th December of the preceding year;
- 7.2 The trader chooses as his domicilium citandi et executandi for all purposes arising out of or in connection with the contact, at the option of B&B, the trader's stall or any address appearing on the trader's application form or the last known address of the trader as known to B&B or his fax number. It shall also be open to B&B to give oral notice of any kind to the trader, if notice is called for, for any reason, instead of written notice, save that written notice shall be required when either party wishes to terminate the contract on one month's notice; B&B's domicilium citandi et executandi for all purposes arising out of or in connection with the contact, at its then principal administrative place of business, which is presently Adreach House, 33a Bath Avenue, Rosebank;
- 7.3 No variation or amendment of any kind of the contract or consensual cancellation of the contract or any of its terms shall be valid and binding unless reduced to writing or forms part of its revised standard conditions of trade;
- 7.4 Each of these conditions of trade are severable in all respects, and the unenforceability of any term or part of a term shall not prevent any other term or part from being enforced;
- 7.5 No indulgence or waiver extended by B&B to any trader shall constitute an estoppel of B & B to enforce its rights;
- 7.6 No warranties or representations express or implied have been made to the trader other than those, if any, mentioned specifically in these conditions of trade;
- 7.7 Despite the restrictions imposed on the trader in terms of 5.9, B&B shall be entitled in its sole and absolute discretion, upon the written request of the trader made at least four weeks earlier, to permit the trader to allow a casual trader to operate his stall during his temporary absence from the market for good reason, e.g. ill-health or holiday absence, provided (a) that the trader shall make known to the casual trader the terms of these conditions of trade; (b) the trader shall not charge the casual trader more than the fee he pays B&B; (c) the period shall not be longer than eight trading days; (d) the casual trader shall abide by these conditions of trade for such temporary period and any breach by the casual trader of these conditions shall be deemed a breach by the trader;
- 7.8 To the extent that B&B may for any reason have any legal liability to the trader sounding in money such **liability shall be limited** in the aggregate to the trader in the sum of R1000 (one thousand rand) or one month's trader's fees whichever is the greater;
- 7.9 The trader acknowledges that he has been provided with a copy of these conditions of trade and fully understands the terms thereof.

Signature of trader/or traders representative

Full name : _____

Date : _____

Place : _____

DEBIT ORDER INSTRUCTION

From : B & B Markets Rooftop (Pty) Ltd, Adreach House, 33a Bath Avenue, Rosebank, 2193

Name

Tel. No.

Address

.....

Stall No

Bank

Branch name and town

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Branch Number
THIS MUST BE COMPLETED

Account Number

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Type of Account : Current (Cheque) / Savings / Transmission (Delete where not applicable)

I/we hereby request, "instruct" and authorize you to draw against my/our account with the above mentioned bank (or any other bank or branch to which I/we may transfer my/our account) the sum according to the following formula: **NO. OF STALLS OCCUPIED IN A PARTICULAR STALL AREA X B&B MARKETS CHARGE = (stall rental + table rental + storage rental + chair rental + electricity) (if applicable) including VAT.** This amount is to be debited to my/our account on the **26th / 1st day of each and every month, continuing until such time as the stall is relinquished to you in writing.** All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally.

I/we understand that the withdrawals hereby authorized will be processed by a computer through a system known as the ACB Magnetic Tape Service, and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher.

I/we agree to pay any bank charges relating to this debit order instruction.

January stall fees will not be processed on the 26th December of each year but will be processed on the **8th December of each year.**

Rentals are subject to an annual escalation, which shall be determined by B & B Markets Rooftop (Pty) Ltd. The annual escalation shall take effect from the 1st October of each year.

This authority may be cancelled by me/us by giving you thirty days notice in writing, sent by prepaid registered post, but I/we understand that I/we shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to you. Receipt of this instructions by you shall be regarded as receipt thereof by my/our bank (whichever it is or will be)

Signed on this the day of 200 ____ .

.....
SIGNATURE AS USED FOR SIGNING CHEQUES

.....
Assisted by (where legally necessary)

.....
Capacity

Note : A cancelled cheque should be attached for bank identification purposes. (Current account only.)
The user may add to the above minimum requirements.