



- **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)
- **Rooftop Shop**
(Worthy Trade 115 (Pty) Ltd (1999/0282470/07)

AFRICAN CRAFT MARKET OF ROSEBANK

GENERAL

The Market is situated on Cradock Avenue in Rosebank. It incorporates normal stalls and a display rack system. The Market operates Monday to Sunday, including Public Holidays from 9.00am to 6.00pm.

STALL STRUCTURES

All crafters will be supplied with standardized shelving for the rack system. Approximately 900mm by 600mm by 2.4m in size.

STALL FEES

RACK SYSTEM : Monthly fee of R660.00 excluding VAT. PLUS 13% of turnover excluding VAT.
STALL FEES ARE PAYABLE MONTHLY IN ADVANCE.

POINT OF SALE

All sales are controlled through a centralized paypoint system. The system will be fully computerized generating detailed sales reports.

APPLICATION

To apply for the Market, applicants are requested to bring a sample of their products to the shop on Tuesdays 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 NOTE : Product approval will only be done on Tuesdays between 09h00 – 16h00.

The four main criteria for successful applications are quality of the product, value for money, uniqueness and African content. Management strives to limit duplication of products.

All traders are accepted on a three month contract. Renewal of the contract is subject to Managements discretion.



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AFRICAN CRAFT MARKET OF ROSEBANK APPLICATION FORM

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

IDENTITY NUMBER _____

CONTACT DETAILS

TEL HOME _____ TEL WORK _____
CELL _____ FAX _____
E-MAIL _____

PLEASE PRINT CLEARLY USING BLOCK LETTERS

1. Will you, (the applicant), personally exhibit/sell your product(s)? Yes () No ()
2. Description of your product(s) in detail – please be accurate. _____

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

4. Through which of the following media's have you seen/heard of the market advertised :
Posters () Flyers () Radio 702 () Radio () Radio Highveld () What's on ()
5. Any special considerations? _____

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 3 MONTH 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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AFRICAN CRAFT MARKETS STANDARD CONDITIONS OF TRADE

1. DEFINITIONS AND INTERPRETATION

- 1.1 “company” means B&B Markets Essenwood (Pty) Ltd.;
- 1.2 “contract” means the contract (meaning a period starting on any day in a given month) between the company and the trader whereby the trader is permitted to trade from a rack allocated to the trader which comes into being upon the company approving the traders application by entry in its computer database upon the terms contained in these conditions of trade. The contract will continue on a three month basis, automatically renewed for a further three months indefinitely, unless notice of earlier termination shall have been given by either party in terms of 1.9 below.;
- 1.3 “commencement date” means the start date allocated by the company to the trader in its computer database which shall be the date of commencement of the traders right to trade at the shop and the commencement of the monthly contract which is terminable by either the company or the trader giving one months notice of termination.;
- 1.4 “shop” means the shop operated at the premises by the company;
- 1.5 “premises” means the area whereon the shop is operated situate on the upper level of the African Craft Market of Rosebank on Cradock Ave
- 1.6 “trader fee” means the basic fee payable to the company by the trader for the right to trade from his stall, the tariff of fees for various type stalls being detailed hereunder;
- 1.7 words signifying the singular include the plural and vice versa and reference to one includes another as the context requires;
- 1.8 clause headings are for convenience only and are not to be used in interpretation;
- 1.9 “notice period” the company may give the trader one months written notice of termination of the contract provided such notice is given no later then one month prior to the expiry of the then period of the contract. In the case of the trader giving notice, such notice shall be required to be given in writing at least two months prior to the expiry of the then period of the contract.
- 1.10 “landlord” means J H Isaacs (Pty) Ltd.

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 the company, the market operates seven days a week being Monday to Sunday (save Good Friday, Christmas day and New Years day) during the hours 9.00 am until 6.00 pm which constitute the trading hours. The company reserves the right to change these hours from time to time.

3. PRODUCT APPROVAL

- 3.1 The trader shall only sell and exhibit those products which have been specifically approved by the company and limited to the products reflected in the application form signed by the trader save for deletions or modifications to that list countersigned by the company on written notice which is binding on the trader.
- 3.2 The company has 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 the company from time to time.

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4. **TRADERS GENERAL OBLIGATIONS**

The trader shall
TARIFF FOR MARKET

INDIVIDUAL STALL	TARIFF FOR RACKS
Upper level	Monthly rental of R660.00 per month excl. VAT. & service fee of 13% of turnover excl. VAT

- 4.1 not cede, transfer or assign his rights hereunder which he acknowledges are personal to him, nor shall be sublet or grant any person any right to occupy or trade from his stall.
- 4.2 be liable to the company as the case may be for any damage caused by the trader to the premises or property of the company which contains the premises;
- 4.3 pay a deposit equivalent to a months trading fee on notification to the trader of the approval of his application for the allocation to him of a rack;
- 4.4 retain receipts for payment of trader fees which must be produced on request as proof of payment and confirmation of stall number;
- 4.5 not interfere, upset or cause inconvenience to fellow traders or members of the public or staff of the company or JHI or behave in an improper manner or be inebriated or do anything to lower or demean the good name and reputation of the shop;
- 4.6 in the event of the company being entitled to take legal action against the trader for any reason, be liable to pay the company's legal costs on the attorney and owner client scale including collection commission; the trader consents to the jurisdiction of the magistrates court in respect of any such action;
- 4.7 comply with all laws, by-laws and regulations to traders or occupiers of business premises or affecting the conduct of any business carried on in the premises;
- 4.8 not contravene or permit the contravention of any of the conditions of title under which the property is held by the company or any of the provisions of the Town Planning Scheme applicable to the property;
- 4.9 insure and keep insured all its goods in the premises;
- 4.10 maintain adequate public liability insurance;
- 4.11 not make any alterations, additions or improvements to the interior or exterior of the leased premises, whether structural or otherwise, without the company's prior written consent;
- 4.12 not attach to the walls of the rack any fittings, shelving or appurtenances without the company's prior written consent;
- 4.13 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;
- 4.14 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;

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- 4.15 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 the company's prior written consent; if the trader commits a breach to these provisions the company shall be entitled, without notice or order of court, to remove the offending matter;
- 4.16 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;
- 4.17 ensure that the premises are both adequately stocked with merchandise;
- 4.18 at all times ensure that no nuisance emanates from the premises;
- 4.19 ensure that the décor of the premises is maintained which is in keeping with a high standard of the shop;
- 4.20 comply with the company's security and fire regulations which may exist in the shop 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;
- 4.21 recognize the company's right in its sole discretion to allocate or re-allocate the location of the traders stall from time to time;
- 4.22 be in possession of valid documents to reside and work in the Republic of South Africa;
- 4.23 the trader shall be liable for a 4.5% excl. VAT surcharge for all credit card transactions processed by the company.

5. THE COMPANY'S RIGHTS AND LIMITATION OF LIABILITY

Apart from other rights, the company on its behalf shall:

- 5.1 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 for which the trader is or may be liable to the company
- 5.2 be entitled to cancel the contract summarily on notice to the trader should the trader breach any of his obligations to the company under these conditions of trade or fail to carry out instructions or directions which the company has given to the trader;
- 5.3 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 the company by reason of breach on the part of the trader, the trader shall have no claim of whatsoever nature against the company or any one else including without limitation, its directors or staff of the company or JHI or its agents, save for refund by the company of any fee paid beyond the expiry date of the notice and any part of the deposit to which he is still entitled.
- 5.4 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 shop; to issue instructions to traders with regard to standards of behavior and conduct of their manner or style of trading;
- 5.5 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 the company 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 shop 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; such exclusions of liability shall also extend to and be for the benefit of the company, when and if applicable;
- 5.6 have the right in its sole discretion to increase or decrease the tariff on one month's written notice for the forthcoming month to the rate it deems appropriate.

SIGNATURE

6. **TRADER FEES**

- 6.1 The trader shall pay the company the first month's rental of R660.00 (excl. VAT) in advance. Payment is to be made at the market on Cradock Ave, Rosebank
- 6.2 payment of rental is to be paid monthly in advance by the deduction from the first two weeks of the trader turnover which is received at the paypoints e.g. If there are four weeks in February we will deduct R684.00 (incl. VAT) from the traders turnover received at the paypoints at the end of the first two weeks for March rack fees.
- 6.3 should there be a shortfall; payment will be deducted on a daily basis from traders turnover received at the paypoint. Full payment must be received by the close of business on the 25th of the month. If a trader has had insufficient funds deducted to cover his pre-payment of trader fees by the 25th it is his or her responsibility to ensure that they have paid the company any shortfall.
- 6.4 the deposit does not form any part of the trader fee and will be forfeited to cover costs incurred by the company through non-payment of the trader fee, due to the additional admin costs incurred, and is not recoverable nor can it be construed as part or full trader fee for any month.

7. **GENERAL**

- 7.1 The trader chooses as his domicilium citandi et executandi for all purposes arising out of or in connection with the contract, at the option of the company, the traders stall or any address appearing on the traders application form or the last known address of the trader as known to the company or his fax number. It shall also be open to the company 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 months notice. The company's domicilium citandi et executandi for all purposes arising out of/or in connection with the contract at the company's then principal administrative place of business, which is presently at Adreach House, 33 Bath Avenue, Rosebank
- 7.2 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;
- 7.3 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;
- 7.4 no indulgence or waiver extended by the company to any trader shall constitute an estoppel of the company to enforce its rights;
- 7.5 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;
- 7.6 the trader acknowledges that he has been provided with a copy of these conditions of trade and fully understands the terms thereof;
- 7.7 the trader acknowledges that the company has or will install paypoints staffed by appointees of the company, where all purchases will be paid for, and that the turnover of the trader is determined by the company at the pay point from the sales attributed to the trader, and the traders turnover shall be calculated on that basis and the percentage of turnover charged by the company shall be paid by the trader retaining same at the pay point and at the time of the payment by the customer. The stall fees shall also be paid and retained by the company in this manner (see clause 6). The company shall pay to the trader the balance standing to his credit on a monthly basis, which basis is subject to change at the sole discretion of the company on one months notice hand delivered to the traders.
- 7.8 the company shall pay to the trader on a monthly basis a sum of money (if any) calculated as follows :
Turnover excluding VAT – (rentals plus VAT + applicable percentage of turnover plus VAT) = Amount payable.
The payment will be made in a manner at the discretion of the company.

Signature of trader/or trader representative

Full name : _____

Date : _____

Place : _____