



# EVELYN'S PLACE

Welcome to Evelyn's Place, where we offer monthly space rental for small businesses to showcase their products.

This document serves to establish an agreement between two parties: 'Stallholder' (Business Owner) and 'Evelyn's Place' (the agent renting space).

Please carefully read the following information, as it contains crucial details about being a Stallholder with us.

## **1. Shelf Rental Obligations**

- a) It is the responsibility of the Stallholder to deliver their merchandise to the store at the beginning of the agreement and to pack their stall space up at the end of the agreement.
- b) The Stallholder is required to complete setup from the 1st of the Month that the agreement commences, unless other arrangements have been made with Evelyn's Place in writing.
- c) When vacating, the Stallholder must pack down their stall by the last day of the month; otherwise, late fees will apply.
- d) It is the Stallholders responsibility to setup and maintain their stall. This includes assembling advertising materials, replenishing stock, applying barcodes/labels to products (barcodes can be supplied by Evelyn's Place) and updating stock inventory through the online portal.
- e) Stallholders are responsible for cleaning and maintaining their Stall space.

If the Stallholder cannot carry out all the above responsibilities, then they will be required to pay the Remote Fee.

## **2. Remote Fee**

The Remote Fee is a once-only payment that applies to Stallholders who are not able to carry out all the Shelf Rental Obligations outlined in Section 1. The fee is currently \$50.

- a) It is still the Stallholders responsibility to enter their products via the online portal.

- b) Stallholders are to arrange delivery of their stock for Evelyn's Place to barcode products (if necessary) and set up the stall for the Stallholder.
- c) All stock must arrive before the first day of the agreed month to ensure set up by the first of the month. If other arrangements have not been confirmed with Evelyn's Place in writing, this is the default start date regardless of whether stock has been received.
- d) Evelyn's Place will clean, dust and maintain Stallholders shelf as part of the Remote Fee.
- e) Evelyn's Place will maintain and replenish inventory levels with the stock provided. However, it is the Stallholders responsibility to keep track of inventory and forward more stock accordingly. Stallholders can check inventory levels via the online portal.
- f) Stallholders are responsible for all shipping fees involved to deliver stock to Evelyn's Place, and for stock being returned from Evelyn's Place (Evelyn's Place will provide an invoice for return of stock at cessation of contract period).

### **3. Monthly Shelf Rental Rates**

Top Shelf: \$65

Eye Level Shelf: \$90

Middle Shelf: \$85

Bottom Shelf: \$60

Island: \$150

Clothing rack: \$100

In addition to shelf rental, Evelyn's Place retains 10% commission of each sale. This is calculated and applied at the end of each calendar month.

*These rates are subject to change. Should this occur, Evelyn's Place will provide 30 days notice.*

### **4. Stall Sizes**

#### Shelves

All shelf sizes are approximately: 53H X 83W X 50D (cm)

Heights from the floor are approximately:

Top Shelf: 1.71m

Eye Level: 1.17m

Middle Shelf: 62cm

Bottom Shelf: 4cm

## Island

Island top display size is approximately 90 X 60cm\*

Islands include 2 shelves underneath, measuring 73cm X 43cm with a height space of 37cm.

\*Maximum height of Stallholder displays on Island tops cannot be no more than 45cm

## Clothing rack

120cm high x 105cm long (note, full length adult dresses/overalls may touch the floor)

## **5. Upfront Costs for Securing Stall**

Payments for stalls spaces are calculated one month in advance. This means the initial payment to accept the stall space will secure the space for the Stallholder signing this agreement and will serve as the first month's rental payment.

## **6. Visual Merchandising for Stalls**

Evelyn's Place does not provide any display items for stalls. Stallholders are to provide their own merchandising equipment and props, including:

- Risers, stages and stands.
- Advertising material such as business cards, signs, business card holders
- Hooks, string, pins, coat hangers etc.
- Anything else relating to the presentation of products.

## **7. Sales**

a) Stallholder sales are paid at the end of each month, minus the next month's stall rental fee and 10% commission.

b) Payments will be made within 5 business days of the end of the month.

c) Should Stallholders rental fee not be covered by total sales, an invoice will be sent for the remaining rent to be paid, which will be due within 5 business days.

d) If invoice payment is not received within 14 days from the invoice date, Evelyn's Place may serve the Stallholder a notice of termination.

## **8. Reporting**

a) Evelyn's Place will provide a breakdown of sales to each Stallholder midway through the month and also at the end of the month.

b) Stallholder reports include items sold and quantities of each.

*\* Information regarding Sales and Reporting is accurate as of 22/1/2024. There are plans to update these systems which will mean real-time access to reports and payments.*

*Updates on when the new systems will be implemented will be conveyed to all stallholders via email.*

## **9. Online Marketplace**

- a) Becoming a Stallholder with Evelyn's Place includes Stallholder products being listed in our online store. Stallholders may opt out of this benefit if they wish.
- b) Evelyn's Place will only list Stallholder products on the website if the Stallholder has uploaded photos and required information (instructions on how to do this will be provided to Stallholders once this signed contract and payment is received).
- c) Online Marketplace listings are subject to the approval of Evelyn's Place and will remain as 'Pending' until approved.
- d) Only products available in store at Evelyn's Place will be approved for the Online Marketplace
- e) Evelyn's Place cannot include items that require special packaging or are oversized or overweight. You will be notified if your products cannot be included in our online store due to excessive shipping charges.

## **10. Vacating your stall**

- a) Stallholders are required to give 30 days' notice by the first of the month to vacate their stall. (ie. Notice must be given prior to the start of the vacating month).  
For example, if the Stallholder gives notice on November 2nd, the Vacate Date will be the end of December. However, if notice is given on October 29th, the Vacate Date will be the end of November.
- b) In the week leading up to the completion of the 30 days' notice, Stallholders are required to pack down their stall (unless the Remote Fee has been paid and arrangements made for Evelyn's Place to post products for return).
- c) Stallholders are required to supply all equipment needed to vacate the store eg. boxes, packing materials and trolleys.
- d) Stallholders are responsible for collecting all items from the store upon vacating, ensuring all areas are checked for stock including the stall space, the storage room, the front window display and any other display areas in the store.
- e) If any items are left at the store upon vacating, it is the Stallholders responsibility to collect items promptly, or pay for any fees involved in Evelyn's Place returning stock to the Stallholder, including postage and handling fees.
- f) If Stallholder stock has not been packed down and removed by 4pm on the last day of the month, the Stallholder will incur a \$50 late fee which will be charged once per each month ongoing until the stock has been collected.

## **11. Stock Liability**

- a) Evelyn's Place is not liable for Stallholders products that are damaged or stolen whilst in the store.
- b) It is the Stallholders responsibility to take out their own insurances pertaining to their business (Product Insurance, Liability Insurance etc.) should they desire.
- c) If a customer returns an item due to a manufacturing fault, it is the Stallholders responsibility to liaise with the customer regarding replacement or refund of the product in accordance with the appropriate Consumer Laws. This will apply even if the Stallholder has vacated their stall at Evelyn's Place.
- d) Evelyn's Place can supply barcode stickers upon request. If Stallholders do not wish to have them directly stuck onto products, they are to supply swing tags to attach the barcodes to or are required to provide their own labels clearly stating the product name, price and SKU number which matches with Evelyn's Place POS System.

## **12. Discretion of Evelyn's Place**

To provide the best experience for our customers and Stallholders, Evelyn's Place may make decisions that affect a stallholder's space. These may include:

- a) Moving items from a stall space to display in the front window
- b) Removing items from a stall space if they are not labelled correctly (Stallholder will be notified)
- c) Removing items from a stall space if they are not in alignment with the Evelyn's Place philosophy and values
- d) Moving a stall space to a different location within the store (Note: The stall space will still always be in accordance with the agreed stall space rented by the stallholder)
- e) Rearranging products and displays within Stall Space for maximum visual aesthetic.

## **13. Adherence to the Evelyn's Place Philosophy**

Evelyn's Place is founded on the philosophy of "Made with Love" or "Makes a Difference". Stallholders are accepted based on their answers to these qualifying questions in their application.

- a) It is at the discretion of Evelyn's Place to reject the sale of a Stallholder product that does not align with the above philosophies.
- b) If any product is brought into store that is not deemed suitable by Evelyn's Place, it may be removed from the stall space.

c) Evelyn's Place has a strong focus on sustainability, and for that reason, where possible, we would like the products in store to avoid using single use and soft plastic packaging.

#### **14. Trading Hours**

Evelyn's Place is open 7 days a week. Stallholders may restock and tend to their stall during the following trading hours:

Monday - Friday: 9.30am - 4.30pm

Saturday - Sunday: 9.00am - 3.00pm

#### **Agreement Terms**

This agreement may change from time to time. Minor updates may occur without notice. Stallholders are encouraged to stay up to date with current agreements which are available upon request.

Major changes relating to Stallholder Fees, Stallholder Responsibilities and Vacating terms will be conveyed to all current Stallholders via email.

#### **The following information is required to register you as a Stallholder at Evelyn's Place:**

Business Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

#### Website and Social Media links:

Website \_\_\_\_\_

Facebook \_\_\_\_\_

Instagram \_\_\_\_\_

#### Stall Type:

- Top shelf
- Eye Level

- Middle shelf
- Bottom shelf
- Island
- Clothing Rack

Bank details you'd like your sales payments transferred to:

Account name: \_\_\_\_\_

BSB \_\_\_\_\_ Account Number \_\_\_\_\_

Volunteer Shifts:

Would you like to be sent information about volunteering at Evelyn's Place to receive discounted stall rental?

- Yes
- No

Your signature below demonstrates that you have read and fully understand this agreement between your business and Evelyn's Place.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for choosing to showcase your products at Evelyn's Place! Please contact me should you have any questions regarding this agreement or your time as a stallholder with us.

Warm Regards,



Alison Evans

[stallholders@evelynsplace.com.au](mailto:stallholders@evelynsplace.com.au)