



- **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)
- **B & B Markets – Melville (Pty) Ltd**  
(Reg. No. 2006/016935/07)

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## **HILLFOX MARKET FAST FOOD CONTRACT**

### **GENERAL**

The market is situated at Hillfox Value Centre on the West Rand. It incorporates fully covered as well as open-air sections. The Market operates 9.00 am to 5.00pm every Saturday, Sunday and Public Holiday.

### **STALL STRUCTURES**

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

### **STALL FEES**

Lock up Fast Food stalls R 401.00 to R588.00 PER DAY

**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 at R12.00 each per day.

### **POWER POINTS**

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

### **APPLICATION**

To apply for the Market, applicants must bring a sample of their products to our the market on Saturdays between 10am – 2pm 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 AT THE MARKET ON SATURDAYS.**

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 six month basis. Renewal of the “lease” is subject to Management’s discretion.



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## HILLFOX MARKET FAST FOOD APPLICATION FORM

TITLE (MR. MRS. MS) \_\_\_\_\_

FIRST NAME \_\_\_\_\_

SURNAME \_\_\_\_\_

BUSINESS NAME, IF APPLICABLE \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IDENTITY NUMBER (of applicant) \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

### 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. Description of your product(s) in detail \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Do you trade anywhere else? Yes ( ) No ( ) If yes, where and with what product(s)? \_\_\_\_\_  
\_\_\_\_\_
4. 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 REQUESTED TO SIGN. WITH OR WITHOUT SIGNATURE OF SUCH ANNEXURE THESE CONDITIONS REPRESENT THE TERMS OF OUR 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 - HILLFOX'S STANDARD CONDITIONS OF TRADE**

### **FAST FOOD COURT**

#### **1. Definitions and Interpretation**

- 1.1 “B&B” means – B&B Market Hillfox (Pty) Limited;
- 1.2 “contract” means the 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 **nine month period**, thereafter the contract will continue on a **six month basis**, automatically renewed for a further six months 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 at **The Hillfox Value Centre, Hendrik Potgieter Street, Weltevreden Park;**
- 1.7 “trader fee” means the basic fee including tables, chairs, electricity, storage, handling fee, rentals and gas 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 **two** months 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.

#### **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 Saturdays, Sundays and every Public Holiday (save for Good Friday, Christmas day and New Years day) 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 and exhibit 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 shall be 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

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- 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 or 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 the 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 later than close of business on the market on the last Sunday 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. 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 rental.
- 5.7 No trader's children are allowed on their stall for the entire trading day.

**TARIFF FOR STALLS**

DESCRIPTION	TARIFF FOR STALL
Lock up Fast Food stall	R401 – R588 per day

- 5.7 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;
- 5.8 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;
- 5.9 pay a deposit equivalent to a trading fee for eight trading days on notification to the trader of the approval of his application for the allocation to him of a stall;
- 5.10 retain receipts for payment of trader fees, which must be produced on request as proof of payment and confirmation of stall number;
- 5.11 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;
- 5.12 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.
- 5.13 comply with the 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;
- 5.14 are in possession of valid documents to reside and work in the Republic of South Africa;
- 5.15 the trader shall be liable for a 4% excl. VAT surcharge for all credit card transactions processed by B & B.
- 5.16 comply with the laws and regulations of the Republic of South Africa.
- 5.17 insure and keep insured all its goods in the premises; including the products & equipment within the traders' storage facility.
- 5.18 maintain adequate public liability insurance.
- 5.19 not make any alterations, additions or improvements to the interior or exterior of the leased premises, whether structural or otherwise, without the B & B's prior written consent;
- 5.20 not attach to the walls any fittings, shelving or appurtenances without B & B's prior written consent;

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- 5.21 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;
- 5.22 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;
- 5.23 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 the B & B shall be entitled, without notice or order of court, to remove the offending matter;
- 5.24 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 B & B's prior written consent;
- 5.25 ensure that the premises are both adequately stocked with merchandise;
- 5.26 at all times ensure that no nuisance emanates from the premises
- 5.27 have the option to leave merchandise and/or stall fittings overnight only when it falls between two consecutive trading days.
- 5.28 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;
- 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 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.
- 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 trader's 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.

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7. **General**

- 7.1 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 as per clause 1.10; 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;
- 7.2 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 B&B to any trader shall constitute an estoppel of B & B 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 Despite the restrictions imposed on the trader in terms of 5.7, 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;
- 7.7 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;
- 7.8 The trader acknowledges that he has been provided with a copy of these conditions of trade and fully understands the terms thereof.
- 7.9 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 8<sup>th</sup> December of the preceding year.

\_\_\_\_\_  
Signature of trader/or traders representative

Full name : \_\_\_\_\_

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

Place : \_\_\_\_\_

# DEBIT ORDER INSTRUCTION

From : B & B Markets Hillfox (Pty) Ltd, Adreach House, 33a Bath Avenue, Rosebank, 2196

Name .....

Tel. No. ....

Address .....

.....

Stall No .....

Bank .....

Branch name and town .....

Branch Number

--	--	--	--	--	--	--	--

Account Number

--	--	--	--	--	--	--	--	--	--

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 NO. OF DESIGNATED TRADING DAYS IN A GIVEN MONTH X B&B MARKETS DAILY CHARGE = (stall rental + table rental (if applicable) + Monthly storage rental (if applicable) including VAT)**. This amount is to be debited to my/our account on the **26<sup>th</sup> / 1<sup>st</sup> 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 withdrawals 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 26<sup>th</sup> December of each year but will be processed on the **8<sup>th</sup> December of each year**.

Rentals are subject to an annual escalation which shall be determined by B & B Markets Hillfox (Pty) Ltd. The annual escalation shall take effect from the 1<sup>st</sup> 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 instruction 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.