



FOOD & DRINK VENDORS

STALL HOLDER CONTRACT & GUIDE 2023



THE ULTIMATE WAY TO SHOP LOCAL

www.flairmarket.co.za

Flair Baby & Toddler Market



flairmarket



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ABOUT FLAIR

Flair Market is all about supporting our local mompreneurs and small business owners.

It is South Africa's largest outdoor baby expo catering for all stages of early parenthood. Here you will find all the essentials you need and want for your unborn baby, baby, toddler & kids.

This is the perfect place for you to meet local manufacturers, distributors and suppliers in the baby industry from all over South Africa. Flair Market has been operating since 2013. There is something for everyone with a wide variety of product ranges. We also have special coupons up for grabs, exciting baby competitions, an outdoor food and drink area and lots of kids entertainment & activities.

Flair Market Product Categories include:

- Maternity Clothes, Feeding Bras and Maternity Underwear.
- Baby Care Products.
- Educational Toys, Children Books for all ages and genders (0-6 Years)
- Baby Carriages, baby wraps and maternity body wraps,
- Car Seats, Prams, Baby Chairs and Strollers
- Nursery Furniture, Nursery Decor and Bedding
- Baby & Children Clothing, Shoes and Accessories,
- Baby Food, Teethers and Silicone Dinnerware.
- Health Care Products.
- Play Gyms & Pillows.
- Leather Nappy Bags and Storage Bags.
- Silicone Breast Pumps and Electric Breast Pumps.
- Baby Shower gifts and lots more..

We aim to bring the best local talent when it comes to our vendors. Only selecting original and unique product ranges. Bringing you new and exciting vendors every time. Make sure to enter all our baby competitions, pregnancy competitions

Save the date for our next event & invite your entire family and all your friends to join you for this unique shopping experience.

DATES, VENUE AND TIMES

We are using different venues in and around Pretoria and Johannesburg. All upcoming dates, venue and times will be available on the online application form, social media platforms and on our website.

SOUTHDOWNS COLLEGE - CENTURION



IDLEWILD COUNTRY ESTATE - IRENE



BRESCIA HOUSE SCHOOL - BRYANSTON



MARKETING

We use the following Social Media Platforms: Facebook, Instagram, TikTok Mommy Blogs, Celebrity Moms & Event websites where we do targeted search engine marketing and direct marketing.

Outdoor advertising located strategically for maximum reach (Lampost boards, Digital billboards, Banners, Mascot)

Printed advertising in leading parenting & lifestyle magazines and newspapers. Print media (Flyers at Nurseries, Pre-schools and Malls)

SMS and Email marketing to our database of over 21 000 (previous attendees and newsletter signups)



48K
followers



16.5K
followers



12.8K
followers

**Established
2015**

**25 Events
up to date**

**45 000+
Visitors**

+ - 2800 - 3500 visitors per event

HOW TO APPLY!

NO RESERVATIONS. FLAIR ORGANISERS WILL DO FINAL PLACEMENTS

STEP 1

Complete the Online registration form & make sure you read the Contract thoroughly.

(Attach high quality photos for approval)

STEP 2

Once you receive a confirmation email stating that your application was successful, do payment within 24hours.

STEP 3

Send your POP to info@flairmarket.co.za

Take note Flair Market has the right to accept or reject any application.

Bookings only final once full payment was made!



Gazebo stands allowed



Food Trucks allowed

The stand area available for foodvendors = +- 4m x 3m each.

Electricity is included in price, please just supply own extensions and multiplugs (clearly marked)

Venues get locked up at night with extra **security**. Stalls will however be left at own risk.

Each Food / Drink vendor must supply **own truck/gazebo**.

Full payment for stands is required when confirmation email is received.

Small Snack stand options also available please contact us to find out pricing.

STANDARD TERMS AND CONDITIONS

ANNEXURE "A"



1. GENERAL

These Rules and Regulations in Annexure A will apply to each exhibitor with a registered stand at the Event. The registered owner of the stand will be held responsible for ensuring that the person(s) manning the stand (whether staff members or contracted students) are well-informed about these rules.

FIRE EXTINGUISHER

All food trucks using propane (gas) must have a fire extinguisher. Trucks / Stalls that require deep frying food preparation must also have an additional fire extinguisher.

GROUND SURFACE

Flair Baby and Toddler Market is an outdoor event with most locations on grass. There can sometimes be locations that are not level. Flair Baby and Toddler market will take place rain or shine, please be prepared for all kinds of weather. Please avoid spillage on the grass and pavement, groundsheets are compulsory. Also make sure to bring enough black rubbish bags for litter. All vendors are responsible to keep their stalls clean.

1. SETUP TO BE DONE 1 DAY PRIOR TO EVENT

(No setup will be allowed on market days)

2. LATE ARRIVALS OR CLOSED STALLS DURING MARKET HOURS

(Stalls should be READY FOR TRADING strictly at 8:30
Please give us a call if you have any holdups.)

3.NO TRAILERS TO BE STORED ON PREMISES.

4.NO SMOKING ALLOWED ON PREMISES. Allocated Smoking area provided

5.USE ALLOCATED VENDOR PARKING ONLY. See signage boards on market days!

6.NO ADDITIONAL STALL STAFF.

(Max 4 staff members per stall, additional stall staff pay a daily fee of R50p/day.
Please let us know in advance if you require additional staff tickets)

7.CLEAN STANDS DURING & AFTER BREAKDOWN

NO rubble, storage boxes, decoration ect. to be left on stall.

8.CLEARLY MARKED EXTENSIONS TO BE HANDED IN ON THURSDAY DURING SETUP

Connections to be done after setup, NO CONNECTIONS ON MARKET DAYS.

9.NO CHANGES TO ARTWORK ONCE UPLOADED.

Flair Market will use a standard template for all adverts. (Please supply us with high Resolution images / Description & Correct Instagram / Facebook Profile names). Low resolution images and bad descriptions= No advert! Adverts are scheduled as bookings were made. Note that all adverts will be posted before the event.

10. FOLLOW ALL COVID REGULATIONS STATED IN THE T&C'S POINT 10.

(Only when covid regulations are in place by government)

If any Vendors disobey the Flair Market rules they will not be approved for future events.

The provisions of these Standard Terms and Conditions form Annexure "A" to the Memorandum of Agreement between the Organizers and the Stall Holder.

Market Hours -

**SETUP WILL BE ONE DAY PRIOR TO EVENT - TIMES IS AVAILABLE ON APPLICATION FORM
BREAKDOWN WILL BE THE LAST DAY OF EVENT WHEN EVENT IS FINISHED**

(alternative arrangements can be made if necessary)

During build-up & Break-down: With the large number of people involved during the build-up and break down periods, it is difficult to recognise trespassers so small valuable items should be protected at all times and always have someone manning your stand.

If exhibitors wish to contact the organisers to assist you with any queries or problems you may have during the event, they must use cellular phones. No emails will be answered during the duration of the event.

2. STALL INFORMATION

2.1 Sizes and Costs (available on online application form)

2.2 Standard Stall - Each standard stall will contain the following:

- 1 X POWER POINT (ON REQUEST ONLY - bring own extension and multi-plugs)
- 2 X STALL HOLDER' TICKETS (Additional stall holder tickets available at daily entrance rates)
- FREE PARKING

THE ORGANIZERS WILL NOT BE LIABLE FOR ANY DAMAGES OR LOST OF INCOME DIRECT OR INDIRECT, OF WHATSOEVER NATURE AND WHATSOEVER CAUSED INCLUDING BUT NOT LIMITED TO THEFT, WEATHER, COVID 19, FIRE OR ANY DAMAGE. PLEASE MAKE SURE THAT YOU DO NOT LEAVE VALUABLES UNATTENDED.

2.3 All Stall Holders must please make sure they have enough stock for the duration of the market

2.4 All Stall Holders is responsible for supplying their own carry bags/packaging.

2.5 Please Note - No trailers are aloud to be stored on premises during the duration of the market.

2.6. Flair Market has the right to accept or reject any application without explanation.

2.7. No product or service from another Brand may be sold without Flair Market s organizers consent. Please make sure to notify us of any other Brand's (goods/services) you would like to sell at your stand.

2.8. Flair Market reserves the right to remove any product or goods which was not applied for or approved.

2.9. Stall Holders are responsible for own setup (Decor, tables, Chairs, Branding Material) : Please take note that Flair does not make use of Shell Scheme Stands.

2.10. Stall Holders will handle their own cash and card sales (no Commission earned by Flair).

2.11. Stall Holders should ensure that their products are stored and protected

2.12. The organisers cannot accept delivery of any goods on behalf of an exhibitor, nor will the organisers accept any responsibility whatsoever for the safety or condition of any items unloaded and/or left on site, in the absence of exhibitors.

The organisers cannot accept any responsibility for goods damaged on the exhibition premises.

2.13. Empty packaging and storage boxes may not be stored on exhibitors' stands, please use storage area allocated by Organizers.

2.14. Exhibitors will be responsible for costs incurred through damage to any part of the venue caused by the transportation of their stands outside and inside the exhibition area.

Any such damage must immediately be reported to the organisers' of Flair.

- 2.15. **Deliveries during the event:** Acceptance of deliveries should be arranged by stall holders and is not the responsibility of the organisers to accept any deliveries. Access will be allowed by way of a 20min pass. Please ensure that you inform the delivery guy to get the pass at the entrance in order to eliminate unnecessary disturbance and frustration at the point of entry.
- 2.16. Exhibitors are only allowed to display banners or hand out literature or material from within the boundaries of their stand. This includes the display of banners in and around the venue and property. Please arrange with the organisers beforehand if you would like to put up display banners around venue
- 2.17. Vehicles parked at the venue may not be used to display promotional material.
- 2.18. Promotional material to be handed out with supplied goodie bags, either paid for or as revenue for a sponsorship, will only be allowed at the sole discretion of the organiser.
- 2.19. **Insurance:** Exhibitors are advised to contact their insurance companies to negotiate the necessary extra clauses to their existing policies. The organisers are not responsible for the insurance of exhibitors' goods. **Property damage / loss and personal injury:** Each exhibitor enters the venue at his/her own risk and is responsible for the safety of his/her own staff, property, stand and its contents. We therefore strongly recommend that each exhibitor insures himself/herself against the kinds of risks which may occur in connection with an exhibition for the full period of the event, including the build-up and break down periods. Insurance against all or any loss and/or damage which he/she may suffer or liability which he/she may incur with regard to exhibit and display materials, furniture and equipment, personal effects, etc. is recommended. Also remember goods in transit.

3. ADDITIONAL PROVISIONS

- 3.1. Flair can't guarantee that there would be no stall restrictions or stall limitations that may occur. If the precise area or location is not available or has any restrictions, it will be at the Organizers' reasonable discretion to allocate a new stand.
- 3.2 If the precise area and location of the Stall is agreed upon between the parties, the Stall Holder acknowledges that the Stall is subject to a variation in size of no more than 15% (fifteen percent), subject to the appropriate adjustments of the contract price, and furthermore, that the Organizers will have the right to relocate the Stall in its sole discretion.
- 3.3 All fixtures and fittings other than the Stall area and additional fixtures in terms of this agreement will be prepared and installed entirely at the Stall Holder's cost, but subject to the Organizers being entitled to issue written directives with regard to materials layout and design thereof.

4. PAYMENTS & REFUNDS

- 4.1 FULL AMOUNT PAYABLE WITH BOOKING.
FULL PAYMENT WITH SIGNED CONTRACT CONFIRMS YOUR BOOKING/STALL.
Please use Company Name as reference on EFT payments.
No cash accepted.
- 4.2 The Stall Holder must email the proof of any payment to the Organizers for the attention of FlairMarket – Email address: info@flairmarket.co.za
- 4.3. Invoices available on request only. Please use banking details within confirmation email for payments.
- 4.5. The parties agree that if a vendor pays a deposit and fails to pay the outstanding balance within 1 month prior to the event, they will forfeit the full amount paid to Organizers and the Organizers will find a replacement stand unless agreed otherwise on paper/email.
- 4.6. If the Stall Holder should not meet these commitments, they will forfeit whatever amount was paid to Organizers.

5. MARKET ACCESS

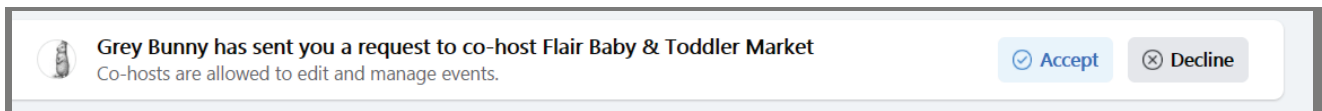
5.1. The Stall Holder, upon compliance with all its obligations in terms of this contract, will be afforded access on the day immediately preceding the first day of the duration of the market.

5.2. The parties agree that the Stall Holder will not be granted access to the market in the event that the Stall Holder's Stand Fee is not paid in full to the Organizers of the event. Additional stall holder tickets can be bought at R50p/day.

We also offer "graphic design" services if required (Logo, Business cards, Flyers, Labels, etc.)

6. MARKETING OF EVENT

6.1. It is required that each Vendor accepts the Co-Host invitation on our Facebook Event. Please head over to the event tab on your own Facebook page and you will find the request:



6.2. We also encourage each Vendor to regularly advertise the event on all their social platforms. Live videos & Stories inviting followers to event is highly recommended. Artwork will be supplied.

6.3. Vendors can tag use the Flair Market Handles which can be found on the Front Cover of the contract. Feel free to share any specials with us to share on our social media platforms.

6.4. We accept prizes as sponsorship for our competitions. Please take note that these prizes needs to be handed in on setup day for us to be able to add to allocated hampers.

6.5. If a Vendor fails to provide the prizes sponsored (Due to cancellation of stand / out of stock) as stated in their application, they will be held responsible for the replacement of the prize in a form of voucher or cash. If they fail to do so, the prize money will be deducted from the deposit paid.

8. STALL OCCUPATION

8.1. No form of adhesive, paint or colouring of the walls of the Stall area are allowed.

8.2. The Stall Holder may not cede, assign, transfer, make over, sub-let, alienate or in any way burden or encumber any of his/her rights in terms of this agreement.

8.3. Any damages reported by property/venue owner will be at the cost of the Vendor. Please report any damages to your stand that might jeopardize your innocence.

9. MARKET CONDUCT

9.1. The Organizers will stipulate the hours of the market, and the Stall Holder will be obliged to keep the Stall open and adequately staffed during said hours for the duration of the market. If any of the Flair Staff finds an unoccupied stand at any time the stall Holder will receive a fine of R200. If not payed the vendor will not be approved for future events.

10. MARKET POSTPONE & CANCELLATION

10.1. All aspects of the promotion and marketing of the market will be in the sole and absolute discretion of the Organizers.

10.2. The parties agree and acknowledge that the Organizers make no warranties or representations regarding the success of the market, nor the number of persons expected to attend the market.

10.3. The parties agree and acknowledge that the Organizers may, in their own discretion postpone the market, in which the Stall Holder will have a choice to either cancel their booking or rebook. A confirmation email will be sent to each vendor to determine their decision.

Option 1 - Cancel the Booking due to Postponement: The vendor will be entitled to be refunded with 50% on the full amount paid to Organizers by the Stall Holder in respect of the market. Vendors which requested refunds will be refunded within 2 weeks after Confirmation email was received - stating the vendors decision. The Stall Holder agree and acknowledge that they will forfeit the balance of 50%.

Option 2 - Rebook due to Postponement: Vendors can request Flair Organizers to use funds (80% of full amount paid - 20% will be forfeited) for the "new" (next/upcoming) event. A new Date and Venue for the upcoming Event will be confirmed asap. If the vendor can't participate in the "new" event or would like to cancel their booking (after confirmation email was received stating the vendors decision to rebook for the new event) for the "new" event due to whatsoever reason. The vendor will forfeit the full amount paid to organizers. If the vendor choose to proceed with the initial booking, they will then be responsible to pay the balance of 20% 4 weeks prior to the "new" (upcoming/next) event. If the vendor fails to do the payment for the outstanding balance, they will forfeit the total amount paid to Flair Organizers and the stand/stall will be allocated to a new vendor. Unless agreed otherwise on paper/email.

10.4. In case that the "new" event also can't take place and the event has already been postponed once, 10.3 will not be applicable for the upcoming event and vendors will forfeit full amount paid to Flair Organizers.

10.5. The parties agree and acknowledge that in the event that the market has to be cancelled due to Covid Regulations & Restrictions given by Government the Stall Holder will be refunded with 50% on the full amount paid to Organizers and forfeit the balance.

10.6. If force majeure occurs, which includes virus outbreaks and national pandemics (COVID19) as stated in point 14, and the market has to be cancelled due to Covid Regulations & Restrictions given by Government in which Flair Market has no other choice but to cancel the event, the stallholder will forfeit 50% of the full amount (including deposit) paid to organizers and be refunded with the balance of 50%.

10.7. If any vendor or co-worker attending Flair, tests positive for COVID 19 or has been in close contact with another person that tested positive (15 days prior to setup day : 18 May 2022), they will not be allowed to exhibit at the event. Unless they can make an arrangement for someone to man your stand on your behalf. If the Vendor has no choice but to cancel their stand, the stallholder will forfeit the full amount paid to organizers.

11. STALL CANCELLATION BY VENDOR

11.1. Stall holder will forfeit the full amount paid if stand gets cancelled

2 weeks prior to event and 50% if cancelled after payment was made

(if full amount was not paid when booking was made the stall holder will be liable for the outstanding fee)

11.2. No stall is allowed to be sold to any other vendor. Flair Organizers will replace any cancelled stand. Suggestions are welcome, but rule 11.1. will still apply.

12. COVID REGULATIONS

(Only when covid regulations are in place by government)

12.1. Every person and Vendor, attending Flair Market and in order to limit exposure to COVID-19 must:

12.2. Daily Temperatures to be taken at entrance daily and survey document to be completed. This is compulsory.

12.3. Wear a face mask at all times;

12.4. Adhere to all health protocols; have sanitizer available at stands for clients to use.

12.5. Maintain a distance of least one and a half metres from each other.

13. INDEMNITY

13.1. The Stall Holder irrevocably and unconditionally waive all rights and claims that he/she may have against the Organization, the members of it personally and/or any employees, representatives or contractors of the Organizers, resulting from, directly or indirectly, in the widest sense, the actions or inactions of any of the above-mentioned persons including the negligence of all or any of them in respect of their obligation in terms of this agreement and in addition hereby indemnify and hold any of the above-mentioned persons harmless against any claims that may be instituted against all or any of them (including legal cost on a scale as between attorney and own client), by any third parties resulting from any actions or inactions stipulated above.

13.2. The Organizers will not be liable for any damages or lost of income, direct or indirect, of whatsoever nature and howsoever caused including but not limited to theft, weather, fire, cancellation of the market, attendance of the market and power failure, suffered by the Stall Holder and furthermore the Organizers will not be responsible for any damage of whatsoever nature caused to the stall or other property brought into the market by the Stall Holder or his/her servants, or for any injury to the person of the Stall Holder or any of its servants, howsoever such damage or injury may have been caused.

13.3. Neither Flair Market nor its employees shall be liable for any damages or loss which may be caused to any of the goods of the "VENDOR", their suppliers or guests brought onto the premises for whatever reason, nor for any injury or loss of life of the "VENDOR" howsoever caused.

13.4. Flair Market takes no responsibility for outdoor stands, and the "VENDOR" remains responsible for any damage costs involved to their own property, product and goods should a radical shift in the weather affect the presentation or arrangements of the event.

13.5. Flair Market will not be held liable for interruptions of services (water, electricity, sanitation etc.) fortunately there is a generator on standby.

13.6. Flair Market will not be held responsible for the services provided by outsourced suppliers.

13.7. Flair Market will not be held responsible in the event of unforeseen circumstances that damage the venue due to natural causes, fire, floods etc.

14. UNFORSEEN CIRCUMSTANCES FORCE MAJEURE

14.1. Force majeure are unforeseeable contingencies, or if foreseeable, are unavoidable by exercise of due care, which occur after you have booked and paid for the event and which prevent FLAIR MARKET from performing our obligations as set out herein.

These circumstances include but is not limited to; act of God (such as, but not limited to, fires, explosions, earthquakes, virus outbreaks and national and international pandemics, war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo, declarations of disasters and states of emergency; rebellion, revolution, insurrection, or military or usurped power, or civil war and unrest acts or threats of terrorism; riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of Flair Market and or its subcontractors;

If force majeure occurs, Flair Market shall be entitled to cancel the agreement in accordance with the cancellation terms described herein (POINT 10.5), unless the parties come to an alternative arrangement in writing signed by all parties.

The party claiming a Force Majeure situation shall provide written notice to the other Party (Vendors) by email, return receipt requested, within 7 (seven) days of the date of the event causing the Force Majeure situation. Said notice will include an explanation of the circumstances causing the Force Majeure event, an estimate of its duration and substantial evidence that such situation make performance of their obligations impossible.