

ONAFHANKLIKE ENTREPRENEURS VERENIGING



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6520

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MOSSELBAAI

For Office Use only:

Ref. number:

Date Received:

Receipt num.:

Total Ammount Payable: R

WWW.OEV.CO.ZA

Stalls APPLICATION/AGREEMENT (Total = 14 pages)

This entire document (Application and Agreement) consists of Parts A and B.

Part A represents an application to the OEV for stall space and membership for the time period for which application applies to.

Part B represents an agreement that exists between the applicant and the OEV once stall space for the specified time period has been granted. Once stall space has been assigned to an application, the status of applicant changes to that of stallholder and Both Part A and Part B become the complete agreement between the OEV and the stallholder. All OEV rules and regulations including all municipal rules and ordinances apply during all stall occupation times.

Part A – MARCH2022/APRIL2022 Holiday Period -

APPLICATION FOR A STALL AND MEMBERSHIP IN THE MOSSEL BAY MUNICIPAL AREA

Only one applicant per stall space – Only one person complete and sign all documentation as a prospective stallholder. In case of being successful, stall space will be allocated to only one person who will take responsibility for it.

PROVISIONAL HOLIDAY PERIOD: FRIDAY 18 MARCH2022 –SUNDAY 3 APRIL2022

(Subject to change without any implication to the I.E.A)

IMPORTANT DATES: Applications close: TUESDAY 8 FEBRUARY2022

Selection process completed: FRIDAY 18 FEBRUARY2022

VERY IMPORTANT: COVID-19: MAXIMUM EXHIBITING/TRADING TIME DAILY ALLOWED FOR THE ENTIRE DURATION OF THE MARCH/APRIL2022 HOLIDAY PERIOD--ALL STALLS ALL EXHIBITING AREAS INCLUDING ALL FOODSTALLS INCLUDED.

NOTWITHSTANDING ANYTHING WRITTEN HERE-IN AFTER INCLUDING PARAGRAPH 1.5 BUSINESS HOURS (PART B AGREEMENT ETC.) THE FOLLOWING SUPERCEDE:

THE DAILY TRADING TIME FROM 18 MARCH2022 TILL 3 APRIL2022 (APPLICABLE TO ALL TRADING AREAS IN THE MOSSELBAY MUNICIPAL DISTRICT) WILL BE FROM 09H00 IN THE MORNING TILL 17H00 DAILY.NOBODY (ALL FOODSTALLS INCLUDED) ARE OR WILL BE ALLOWED TO TRADE AFTER 17H00 EACH DAY.ALL TRADING AREAS MUST BE CLOSED AND FULLY VACATED BY 18H00 EVERY DAY.

TRANSGRESSION WILL BE VIEWED IN A SERIOS LIGHT.

VERY IMPORTANT: INCOMPLETE APPLICATIONFORMS RECEIVED: ADDITIONAL ADMIN FEE OF R350,00 PER APLICCABLE APPLICATION FORM TO BE LEVIED.

AN ADDITIONAL ADMINFEE OF R350,00 PER APPLICATION FORM WILL HENCEFORTH BE MADE APPLICABLE AND INCLUDED IN THE TOTAL AMOUNT PAYABLE BY YOU FOR EVERY APPLICABLE APPLICATION FORM RECEIVED INCOMPLETE AND IN PRICIPLE APPROVED WHICH HAS NOT BEEN DULY UNDERSIGNED BY THE APPLICANT, WHICH OFFERS INCOMPLETE INFORMATION, HAS AN ABSENCE OF A OR CERTIFICATES REQUIRED TO BE ATTACHED ETC.WITHOUT ANY FURTHER NOTICE TO YOU.COMPLETE YOUR APPLICATION FORM FULLY AND PROPERLY OR PAY UP. NO EXCEPTIONS.

Signature: _____

QUESTIONNAIRE: COMPLETION COMPULSORY!!!!!!!

To be completed by each and every Applicant who apply for exhibiting space (one for every Application) by either stating Yes or No next to each question after completion of your application before you are ready to lodge it.

GENERAL:

- YES[] NO[]
- YES[] NO[]
- 1. Did you attach a copy of your ID? ----- YES[] NO[]
- 2. Foreigners when applicable : Did you attach a valid copy of your residency permit from Home Affairs?----- YES[] NO[]
- 3. Did you complete the application in full? ----- YES[] NO[]
- 4. Did you sign every page duly where applicable as required? ----- YES[] NO[]
- 5. Did you attach all your photos? ----- YES[] NO[]
- 6. Did you make a copy of the whole Application including IEA Rules and Regulations for your own record? ----- YES[] NO[]
- 7. Did you take note of all the important dates i.e. Closing date for Applications etc.? ----- YES[] NO[]
- 8. Did you read the whole application form thoroughly, do you accept the contents as binding on you and do you agree to abide by the subsequent rules and regulations? YES[] NO[]

ADDITIONAL FOR FOODSTALLS:

- 9.1 Did you attach the Health certificate? ----- YES[] NO[]
- 9.2 Did you attach the Gas certificate if applicable? ----- YES[] NO[]
- 9.3 Did you attach the Fire extinguisher certificate? ----- YES[] NO[]
- 9.4 Did you attach the Hawkers Licence? ----- YES[] NO[]

EVERYBODY AGAIN:

- 10. Did you answer all the questions above? ----- YES[] NO[]
- 11. Send your application or alternatively deliver it yourself to the IEA Office at No.9 Voorbaai Crescent, Voorbaai, Mosselbaai (Tuesday till Friday weekly from 08h00 till 15h00 daily) OR: Send it to the IEA, P.O.Box 784, Hartenbos 6520.

It is strongly recommended that you do not make use of the services of the Post Office. You are familiar with the situation at present. Rather make use of a trusted courier like ARAMAX (Via Pick & Pay) or similar. The onus is on you to make sure that your application reach the IEA in good time and safely before the closing date of TUESDAY 8 FEBRUARY 2022.

For Office use:

Checked by IEA Secretary: -----
Signature Date

Remarks:-----

COVID-19(CORONAVIRUS)

We are all familiar with the new normal.

You would like to exhibit during the expected MARCH/APRIL 2022 holiday season under the umbrella of the IEA, Mossel Bay should it realise and if possible with all regulations at that time in place for whatever level for Corona Virus we are at .

By making this application form available the assumption is made at this stage that the subsequent expected holiday season for MARCH/APRIL 2022 with information concerning Covid-19 available to us could be a reality.

The total content of this Covid-19 insert absolutely form part of this application form with the result that anybody who undersign this application form for the allocation of possible exhibiting space agree with the contents thereof and accept it as such as binding on them, as an absolute requisite for exhibition and hereby undertake to adhere by it at all times as well as to additional regulations should it also become compulsory.

Signature: _____

Decision: The following should for your own benefit be noted before you make any decision regarding exhibiting space:

- 1.1 **Possible contamination:** Many visitors from all over South-Africa possibly infected with Corona Virus from high risk areas would possibly flock to Mossel Bay-your prospective clients.
- 1.2 **Provisional exhibiting period:** Please note that all dates and times in this application are subject to change or cancellation with no repercussions for the IEA, Mossel Bay Municipality or ATKV whatsoever in case it happens. Neither you nor us have all the answers in this regard at this stage. The immediate future is as you know most uncertain for all South-Africans including for the rest of the world. Covid-19 is a reality and on the increase.
- 1.3 **Possible refund of money paid:** You should be aware of it that should the worst happen with the subsequent holiday season being cancelled that all money paid would not be refunded again similar to the March2021/April2021 holiday season cancelled just before commencement without deducting for Administration Fees, Bankcosts etc. and you absolutely agree to this. In case of such practice being repeated by the IEA it could very well be the end of the IEA and the end for all future exhibiting space under the umbrella of the IEA. Maybe similar to you the IEA is also currently locked in a survival phase with the sole aim to survive for so many exhibitors who depend on us.

1.4 **Indemnity to the IEA, Mossel Bay Municipality and ATKV.**
 By signing and lodging of this application for exhibiting space during the expected MARCH/APRIL2022 holiday period (All exhibiting areas) and the subsequent successful selection for the allocation of exhibiting space(All areas) I the applicant hereby indemnify the IEA, Mossel Bay Municipality and ATKV against any possible damages whatsoever which may be suffered in case of dates that might change or ultimately cancellation of the entire holiday season due to Coronavirus or something similar. This would include cost incurred such as booked accommodation, stock bought etc.etc. The IEA retain the absolute prerogative to make the final decision in this regard.

2. **In case of the expected holiday season (All subsequent exhibiting areas) becoming a reality notice should also be taken of the following:**

- 2.1 **You and your personnel** if applicable (you take full responsibility for any subsequent personnel in your employ at any such time) would have to keep at all times to the rules and regulations in place as prescribed by the Government as well as the IEA for Covid-19 pertaining to the level we are at, at such time with the accent on the following:
 - 2.1.1 **The wearing of masks:** Everybody without exception will at all times wear a suitable face mask and ensure at the same time that nobody without a mask on enters your exhibiting space.
 - 2.1.2 **Personal sanitising:** It will be expected from each and every Stallholder and/or personnel to wash and sanitise hands as frequently as possible.
 - 2.1.3 **Additional cost** to keep Sanitiser at each stall: Each and every Stallholder will be responsible for keeping Sanitiser at his or her stall for the general use of anybody who should wish to enter such stallspace. It will not be provided by the IEA; seeing that such a cost for Sanitiser has not been included in the amount payable for each stall. Such cost will be for each and every exhibitors own account.
 - 2.1.4 **Social distancing:** The practice of social distancing and the implementation there-of by every stallholder concerning prospective clients will have to be enforced on an ongoing basis by every Stallholder and/or his/her personell. Also: Concerning the product marketed by you and the keeping of distance between you and your client. Anybody marketing a product which require him/her to share personal space with the client or touch the client in order to sell such product should in their own as well as in everybody else s interest and protection reflect if such product justify the sale there-of under Covid-19 circumstances. Is your product safe for you as well as for your client?.
 - 2.1.5 **Stock:** We are all aware of the fact that it is in many instances difficult if not impossible to obtain stock which would under normal circumstances be readily available. Would you be able to aquire stock and enough stock to do a holiday period like April/May?

Please note: Each and every exhibitor and /or his/her personnel would have to keep to all rules and regulations in place-It will not be negotiable. Please help us to help you.

Signature: _____

Very Important:- Only applicable to exhibiting space at Hartenbos.

Starting December 2016 drastic changes in comparison with the past concerning exhibiting space at Hartenbos became applicable. The I.E.A, Mossel Bay Municipality and A.T.K.V joined hands in a

joint venture with the result that all previous A.T.K.V exhibitors will in future fall under the administration of the I.E.A and will have to apply henceforth for exhibiting space at the I.E.A. All exhibitors at Hartenbos will be under the direct and full control of the I.E.A. Exhibiting space available and allocated will fall under the administration of the I.E.A. and will be made available in future to exhibitors on public as well as private(A.T.K.V) ground.

All I.E.A. documentation with the necessary changes effected if necessary and where applicable will henceforth form the basis of all negotiation or contracting between informal traders and the I.E.A applicable to Hartenbos, irrespective of where (I.E.A or A.T.K.V) has been exhibited before. Any reference in this application (**Part A and B**) to the I.E.A or Mossel Bay Municipality will henceforth also include A.T.K.V and everything that goes with it for purposes of interpretation where exhibiting space at Hartenbos available or allocated may be applicable.

Joubert Park: Any reference herein-under to Joubert Park constitute the following:

The new formal exhibiting area created on Carney Ground (ATKV) asked for identity for reference purposes. The idea of naming the new exhibiting area after MR. Joubert Coetzee from Mossel Bay Municipality who did so much to enhance and regulate informal trading in our town over so many years was accepted by ATKV who obligingly agreed to allow the IEA to call the new exhibiting area created at Carney Ground Joubert Park for future holiday period purposes starting April 2016.

Please note that especially the following paragraph contained in the stalls agreement (**Part A and B**) applicable to the I.E.A with A.T.K.V as an additional player, having changed as follows to address the new exhibiting environment.

Part A:

Paragraph 2.0: Exhibiting space mentioned is extended to also include A.T.K.V (Carney Grounds – Joubert Park)

Paragraph 2.1: A map with stall numbers is available on the IEA website: www.oev.co.za

Paragraph 2.2: Electricity: Keep in mind that in the absence of electricity, gas will have to be used.

Electricity will not be made available from any I.E.A electricity point in the street (Municipal Stalls) above the railway line to Joubert Park exhibitors.

No generators may be used on I.E.A. stall space at Municipal Stalls or Joubert Park.(A.T.K.V). Compressors, electrical tools or battery driven tools are also prohibited except under emergency conditions which constitute very short time use.

Paragraph 3.8: Indemnity

The applicable indemnity against any eventuality is extended to include A.T.K.V and A.T.K.V ground (Joubert Park) with everything that goes with it.

Part B:

Structures may, in contrast with exhibiting space on public ground with all arrangements in place, be erected on A.T.K.V ground (Joubert Park Only) and may be left daily in place for the entire holiday period.

Please also take note of the following:

(Only applicable to exhibiting space on A.T.K.V ground):

1. **Differentiated Tariff Structure:** Higher tariffs will be applicable on A.T.K.V grounds.
Reason: Structures may be left overnight which would require additional security arrangements.
2. **Electricity available** on A.T.K.V ground (Joubert Park): Please indicate under paragraph 2.2 hereunder if electricity would be required if and when available and also what such requirement would be.
3. **Erection of structures prior to the start of the trading season on A.T.K.V ground (Joubert Park)** to be left for the entire applicable holiday season – Only applicable to Joubert Park (Hartenbos) Structures may **only** be erected one day before the applicable holiday period start and this day is **THURSDAY 17 MARCH2022 – No Exceptions.**
Nobody will be allowed to erect any structure prior to this date. Trespassers will be removed and such transgressions

Signature: _____

will be held against such person or persons. The refundable deposit will under such circumstances also be forfeited. **Important** – Anybody who elect to erect any such structure or park any food wagon on THURSDAY 17 MARCH2022 and maybe leave stock must understand that such action will be for the sole risk of any such exhibitor. Please note that you will have no electricity, no toilets and no security. All such facilities will only be made available to exhibitors from FRIDAY 18 MARCH2022. The official day on which the holiday period starts.

Very Important – Please Read!!!

1. **No faxed or E-mailed** application forms will be considered.
2. **Post your application form with photos or Photostats to the I.E.A postal address or make use of a courier to the I.E.A office premises.**
3. **An application with colour photos or photostats** (No Cd's or E-mail photos) of your stall and products (Food wagons included) must be submitted simultaneously.
4. **The applicant** has to duly complete the application form in **block letters in his/her own handwriting and duly sign it**. The applicant is the eventual stallholder. Only one applicant per stall is allowed.
5. **No application without photos or Photostats** will be considered - no exceptions.
6. **No incomplete** applications not duly signed will be **considered**.
7. A **selection committee** will consider all fully completed application forms received before or on the deadline date.
8. **Late applications** will not be entertained. Ask for a receipt if to be hand delivered.
9. The **amount of stalls** allocated to each product could be restricted due to demand.
10. The furnishing of **false information** could lead to lifelong suspension.

Personal Particulars (Stallholder)

(A copy of your I.D. Document, Passport or permit number must be attached)

Full Name:

Surname:

ID No.

Physical permanently residing Street Address:

Are you a permanent resident in the Mossel Bay Municipal District: (YES/NO)

Postal Address:.....

Telephone no. Work: Code:..... Number:.....

(Day) Home: Code:..... Number:.....

Cellphone:

Fax no. Code: Number:

E-Mail address

A Citizen: YES/NO If no: State country of origin:

It might be required from you to furnish an affidavit about your permanent residence.

Signature: _____

Before applying for exhibiting space - Exhibiting space is limited.

Please study the following.

If it is not acceptable to you for some or other reason or if you think that you would not be able to adhere to it then you are strongly advised not to apply for exhibiting space. Somebody else may be able to utilize available exhibiting space more productively.

A: Compulsory Trading Period: You have to trade for the whole compulsory trading period irrespective of your residential address. Sold out- No stock will be an un-acceptable reason to leave early. Please plan properly.

B: Tariff Structure: (Payment of exhibiting space conditionally allocated to you. It should be taken into account that **all fees applicable** payable must be paid by 8 MARCH2022 failing with the result that exhibiting space conditionally allocated to you will be cancelled.)

NOTE: (In case your application has been successful)

Cash Fee: (Payment of total amount due for exhibiting space allocated). No additional cash fee will be applicable when you pay for exhibiting space conditionally allocated to you with cash. Only one total amount due will be payable. Form of payment will be up to your preference.

1. **Total Trading period:** FRIDAY 18 MARCH2022 UP AND TILL SUNDAY 3 APRIL2022 -17Days

May start from and Exhibit until: FRIDAY 18 MARCH2022 UP AND TILL SUNDAY3 APRIL2022.-17 DAYS.

Compulsory trading period:(Must exhibit):- FRIDAY 18 MARCH2022 UP AND TILL SUNDAY 3 APRIL2022 .-17 DAYS.

Everybody Must exhibit up and till: SUNDAY 3 APRIL2022.

NOTE: I.E.A toilets close 17:00 daily. Nobody (all areas including food stalls) may still trade after 17:00.

REFUNDABLE DEPOSIT: Not Applicable

Maximum trading period = 17 days. Compulsory trading period = 17days.

Trading times: With Covid-19 in place please take note!

Peak & Off-Peak: FRIDAY 18 MARCH UP AND TILL SUNDAY 3 APRIL2022.

Must exhibit till: (Daily) 5 °Clock PM (17h00)

Exhibiting space must be vacated by: 6:00pm (18h00)

COMPLETE:

I,

.....

I have studied the above, understand it and undertake to absolutely adhere to it if exhibiting space is allocated to me.

.....**SIGNATURE**

2.0 **Resort where stall/s are required.** (I.E.A or A.T.K.V – Joubert Park) (Indicate choice for example: Hartenbos - 1 Santos - 3 or in case you have only one choice - delete other resorts and enter 1 at resort of your choice)

Two possible choices at Hartenbos with the I.E.A prerogative in place to allocate stallspace where available.

Municipal Exhibiting spaces in the street:- (The whole stall in its entirety must be removed from exhibiting space daily, totally empty by 18:00 (6:00pm) daily. The whole stall must be rebuilt each day from scratch to create another exhibit for only one day **OR** **Exhibiting space at ATKV grounds (Joubert Park):-** Structures may be built at the beginning of the holiday and be left as such for the entire holiday period without the need to remove everything every day. Security will also be

Signature: _____

applicable. All other exhibiting areas constitute only Municipal exhibiting areas which all have to be totally vacated daily after trading hours.

Indicate choice:

1. Hartenbos (Municipal Exhibiting area in the street) _____
2. Hartenbos (Joubert Park – ATKV) _____ 3. De Bakke _____ 4. Great Brak _____ 5. Little Brak _____ 6. Point _____ 7. Santos _____

Please ensure that you know what you apply for, and exactly where the exhibiting space is situated. The choice to either accept or reject stall space allocated to you is your sole responsibility. No changes will be made after allocation and payment for such exhibiting space.

2.1 Stall Number: All Exhibiting Areas: No promise is in place whatsoever, however – Please select which stall/s would you have preferred if they are available and if you had a choice and if the selection committee agreed to it?

1. Joubert Park. [] 2. Street Municipal Stalls. [] (Mark Choice with a X)

Stall/s Numbers: _____ at _____

Please Note: Final Allocation at any exhibiting area is the absolute prerogative of the IEA selection committee. By making a choice merely indicates your choice without constituting any rights.

Acquaint yourself with the location for which you apply for. It is absolutely your responsibility to accept or reject the stall space allocated to you. After acceptance and payment for stall space, no changes will be done.

2.2 Supply of Electricity (Important) – If available (I.E.A & A.T.K.V – Joubert Park) Do you need electricity: _____ (Yes/ No) ?

Indicate - 15 amp power point or 3 phase power point.: (**Single Phase / 3 Phase**)?

Note: Electricity supply available is restricted and cannot be made freely available. **No**

Electricity supply is available at De Bakke. Is it of absolutely vital importance that electricity be supplied to you? - (Yes/ No)?

Please note: The full daily tariff as applicable and determined by the I.E.A management from time to time will be payable for the entire time period for which you occupy your stall, with a minimum as the prescribed period for which your stall must be occupied if electricity supply is required. No credit will be considered for days in between when electricity may not be used for some or other reason.

Note: **The use of power generators are prohibited.** (No Exceptions) Sub-contracting of electricity is also not allowed. No lead may be taken from one stall to another. Electricity tariffs applicable from time to time will be determined by the IEA committee.

Note: Important – Each person/stallholder who wishes to make use of available, temporary, conditional electricity supply for a specific period must duly sign an indemnity form applicable to such a period in favour of the Mossel Bay Municipality as well as the I.E.A in which both parties are indemnified as such. No electricity, even if available will be available to anybody if such a required document is not duly signed and in place. No exceptions what so ever.

A once off, non-refundable capital contribution as determined by the I.E.A management is payable by every new prospective user of electricity who didn't make such capital contribution previously. The capital contribution is not refundable but will be valid if a stallholder for some or other reason should move to another exhibiting area in the Mossel Bay Municipality district. A capital contribution is applicable to every stall allocated for which electricity supply is required with the understanding that only one single, **or one three-phase if available** will be available to each stall but not both to one stall. Electricity tariffs in place will be payable for every 20 Amp supply unit available and allocated even if less than the allocated 20 Amps is consumed daily or not. Arrangements concerning A.T.K.V ground will be made available at a later stage. **Note:Electricity usage will be calculated from the 1st day of trading till the last day of trading irrespective if you maybe didn't trade for certain days in**

Signature: _____

between – No exceptions. Electricity usage must be paid weekly in advance. – No Exceptions.

It is the absolute prerogative of the I.E.A to allocate or withhold electricity supply available. No dispute in this regard will be entertained.

2.3 **Food stalls**

Each food wagon which uses gas must furnish and attach a copy of a gas certificate issued by a trader in gas with the registration number of the food wagon and number of gas points present and inspected mentioned on it if gas is to be used. **Please note:** According to health and safety regulations only 1 x 19kg OR 2 x 9kg gas cylinders may be present on a stall at any one time.

The gas cylinder quantity present on a stall includes empty gas cylinders. Keeping empty gas cylinders in storage is more dangerous than full gas cylinders.

A Fire Extinguisher Certificate/s applicable to fire extinguisher/s on hand, as well as a Business certificate from Mossel Bay Municipality is to be attached to the application. A Business certificate from any other Municipality is valid and will be acceptable to the I.E.A provided that the vehicle registration of the food wagon appears on the certificate. Any certificates without the “food wagon” vehicle registration will not be valid or acceptable for use by the I.E.A. for I.E.A purposes. Please ensure that your food wagon is in a roadworthy state and clean. Also insure that your food wagon or structure will fit onto the exhibiting space allocated to you.

2.4 **Which products would you like to sell** - Furnish a complete list underneath. **Remember to include photos or photostats (preferably in colour)** - selection is done by taking visual material into account - add more pages if necessary – **(No etcetera!)** would be acceptable. Remember - you would only be allowed to sell each product approved for sale.

Products Sold in Previous Season: (Not applicable to new applicants – New applicants declare all products underneath - Block Print Please)

New Products: (Which you would like to add) / Alternative products which you would like to add to accommodate Covid-19 conditions to extend or replace products always sold by you.

(Attach separate page if required)

3. **General**

3.1 **Applications close TUESDAY 8 FEBRUARY2022** You will be notified after 22 FEBRUARY2022 if your application was successful. Enquiries are to be made by 25 FEBRUARY2022 in case you have not heard from the IEA yet. **No late applications will be considered.**

Late applications will only be considered if stall space happens to be still available, however an additional amount will be charged for consideration of such late applications.

Signature: _____

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3.2 After a stall has been allocated to you **Part B (Agreement)** which forms part of this application becomes applicable. An indemnity (which includes the I.E.A, Mossel Bay Municipality and A.T.K.V) forms part of such documentation. Payment of all moneys including membership fee with regard to a deadline date determined by the IEA become payable as soon as you are informed that stall space has been allocated to you. Failure to pay the total applicable amount by the deadline date would result in you forfeiting your allocated stall space in which case it would be allocated to somebody else. **No amount would be refunded before or after the deadline date of 8 MARCH2022 till the necessary approval has not been given by the I.E.A committee in accordance with paragraph 1.35 of the I.E.A Rules and regulations.**

3.3 Allocation/results

No Applicants have the right to allocate space for themselves irrespective of how long before has been exhibited under the IEA or ATKV. All allocations would be done by the IEA Selection Committee who would do allocations according to product and space available. By signing this application form it should be understood that no rights have been attained yet. You also accept that the decision by the IEA Selection Committee (Positive or Negative) is final. No correspondence in this regard would be entertained. Although an effort could be made to furnish reasons telephonically, no correspondence in this regard would be entertained or be applicable.

3.4 Important – Exhibiting space and Electricity

Every holiday period is a unit by itself which means that a new application becomes applicable every time with everything that accompanies it. Photos or Photostats have to be included every time with every application otherwise such an application would not be considered by the Selection Committee. Nobody can ever acquire a right to a permanent stall or stall space. Furthermore – Nobody can ever acquire any rights whatsoever at any place where electricity points controlled by the I.E.A are available. Each stallholder has to apply again before each holiday period for electricity to be allocated to him/her after which such an application can be approved or rejected. Payment of the required capital contribution for a holiday period is no guarantee whatsoever that electricity would be allocated to such a stallholder in the future. Capital contributions are a once-off and not refundable.

3.5 Return of photos or Photostats

Please enclose a franked envelope if photos/Photostats are to be returned.

3.6 Your stall number / reference number as well as full particulars are to be mentioned on all slips and correspondence after successful selection.

The IEA does not guarantee the quality of any stall space allocated and accepts no responsibility in case your product approved do not sell.

3.7 Copyright/Trademarks

The onus is absolutely on each stallholder to ensure that no illegal products are sold or displayed on his stall. The IEA will under no circumstances accept any responsibility for any possible offence in this regard if such an offence should become applicable.

1.-

2.-

3.-

Indemnity

Signature: _____

3.8 I hereby indemnify the “Independent Entrepreneurs Association”, Mossel Bay Municipality and A.T.K.V unconditionally from any claims whatsoever.

COMPLETE:

3.9 **I undertake to begin trading in my stall on 18/3/2022 and plan to trade till 3 /4/2022**

These dates must at least correspond to the minimum time period that you are supposed to trade as determined by the IEA for specific holiday period – (See Par. 1(Page 2 of 10))

3.10 **Undertaking** (Must be signed)

I understand and accept all the abovementioned conditions.

Signature:

Name (Initials and Surname - Please Print)

.....

Date:

ENQUIRIES Direct your urgent enquiries weekly during office hours (8am – 3pm)
(Tuesday to Friday)

To:

The IEA Secretary Cell phone no.: 072 837 8803

The IEA office can be visited / contacted weekly from Tuesday to Friday between 08:00 and 15:00.

Office: landline / Fax: 044 – 695 2331

Hierdie Aansoek is ook in Afrikaans beskikbaar.

Signature: _____

PART B: AGREEMENT

A. Agreement as entered into by the Independent Entrepreneurs Association (I.E.A.) of Mosselbay and the Undersigned Displayer/Stallholder.

Name of Stallholder (Here-in after mentioned as "The Displayer")
Complete!

Mr/Mrs/Miss

The stallholder/s choose as his/her/their **Physical Residential Address** as the following address:

.....

.....

Any applicant for exhibiting space must be 18 years old to apply for exhibiting space. Only one applicant per exhibiting space. For the purpose of this agreement any reference to the displayer/stallholder or any like references in any other documents that apply to the IEA or Mossel Bay Municipality or A.T.K.V will be in either the singular or plural if applicable. This agreement concerns the taking of notice and abiding by the rules and regulations as laid down and stipulated.

B. The original application for a stall and membership, together with this agreement form a unit. All 10x pages form this unit. As such both have to be completed in full and duly signed by the displayer before the allocated stall space comes into force. No stallholder obtains any vested interest except a temporary conditional right for a specific holiday period at and applicable to any available exhibiting space allocated or supply of electricity at any available supply point and accept absolutely that their allocation of stall space at any applicable exhibiting area is the absolute prerogative of the I.E.A. management. No claim can be made to any specific or any exhibiting space whatsoever. Each holiday period is a new holiday period for which application has to be made for again.

- 1. Whenever the word "displayer" is used it also includes any personnel employed by the stallholder.
- 1.1 Failure to effect full payment on or before the 8 MARCH 2022 and without any contrary agreement with the I.E.A in place, the application will be cancelled without further notice. The stall space will then be allocated to another applicant. When a displayer cannot or does not want to make use of his stand, the stand will revert back to the I.E.A and given to someone else. Sub-letting will not be tolerated under any circumstances.
- 1.2 Only products approved as per the original application or by special permission from the I.E.A Committee may be offered for sale, may be sold from your stall or may be delivered from your stall. No other items/products not approved may be sold from your stall to other stallholders or to the public or delivered to anybody. No orders for products not approved may be taken from your stall by anybody. The I.E.A reserves the right to remove any product, which in its discretion, permission for sale purposes has not been obtained.
- 1.3 The I.E.A does not in any way guarantee the quality of any stall space allocated. The onus is entirely on the displayer to make sure before the start of the season exactly where his stand is situated. The I.E.A does not in any way accept responsibility if the approved products do not sell on the stall space allocated.
- 1.4 The displayer and his personnel (the displayer is at all times responsible for the actions and behaviour of his employees) undertake not to park any vehicle/s in front of his/her stall or in front of anybody else's stall.
- 1.5 Business hours will be from 09h00 to 17h00 or 18:00 according to arrangements in place. You have to be at your exhibiting space allocated not later than 09:00 daily and be ready to trade by 10:00. All food stalls at any exhibiting area including A.T.K.V must obtain written permission to trade later than 19:30 any day. If this is not adhered to, the stall space will, after investigation, be cancelled. The decision of the appointed Day Committee will be final. Nobody may trade later 22:00 on any day at any stall area. Each stall area must be totally evacuated by 23:00 on any day – No stock, vehicles etc. Electricity users who wish to trade after 19:30 may have to pay an additional amount as determined by the I.E.A management from time to time. Contravening this rule can result in stall space being revoked immediately after an investigation. The decision of the Day management in this regard will be final. If anybody for some or other reason has to stop trading then his stall space must be totally vacated and clean within 1 hour from ceasing trade to departure. Everything must be removed from the applicable stall space in such circumstances. Nobody is allowed to wait on his stall space with a heap of goods already packed for a long time without trading while the market is still in full swing. No unused vehicles from which no trading is applicable (Food wagons, soft serve etc.) may at any time be stored on exhibiting space. Such vehicles must be removed from exhibiting space as soon as possible and within a maximum time of 1 hour from the commencement of trading cease. Special arrangements must be made with the I.E.A. officer in abnormal cases (Wind, Rain etc.) if contravention of the above cannot be avoided.

1.6 Trading hours for the evening markets are as follows: Evening Markets – Only applicable during the April Holiday. Till 18h00 on any specific applicable evening applicable to all municipal stalls opposite Joubert Park in front of the Alikreukel flats. All stalls must be totally vacated by 18:30. In the event of a displayer still being present at his/her stall after 18:30(stall space must be empty) will be viewed in a serious light. The night markets will commence at 17:00. It's compulsory for all stallholders at Joubert Park as well as those in the street adjacent to Joubert Park (Municipal Stalls) to attend and participate at night markets. The parking area at Joubert Park will be open from 15:30 to allow exhibitors entrance. The above mentioned times are applicable to all exhibitors at Hartenbos including A.T.K.V.

1.7 The displayer undertake to adhere to the stipulated trading hours as laid down and not to pack up earlier without due cause. Nobody is expected to trade in inclement weather e.g. windy or rainy conditions, however, check with the I.E.A. officer before you pack up. It is also the choice of the displayer to trade on Sundays and Public Holidays. The I.E.A official must be notified ahead of time of the days that stall space will not be occupied.

Signature: _____

- 1.8 No pets are permitted on the stands. (No exceptions will be allowed).
- 1.9 The I.E.A reserves the right, after allowing the displayer/s time to argue in his/her defence, to expel him/her at its discretion, for bad conduct or for not adhering to the rules and regulations as laid down. In this event the stall will revert back to the I.E.A with the understanding that no monies will be refunded.

- 1.10 In the event of any dispute arising the displayer agrees to accept an I.E.A committee decision or that of the appointed Day management team as final and binding.
- 1.11 **Smoking, Drugs & Liquor Prohibited:** In accordance with the law (Government Notice R264 of 30 March 2012 as amended " Tobacco Products Control Act,1993 (Act No. 83 of 1993)) Smoking any tobacco product is prohibited at any outdoor event attended by people (Markets included). No person may smoke any tobacco product in any public place! You as a stallholder are hereby prohibited to smoke any tobacco product in your stall, in front of somebody else's stall or within 10m of any exhibitors stall. All displayers and their personnel undertake not to consume any **liquor** during trading hours. The use of **drugs** is also not permitted. Contravention in this regard will lead to immediate cancellation and evacuation of stall space.
- 1.12 Nobody will at any time use foul language, either to his/her fellow displayer or to any member of the public. Such behaviour will call for immediate disciplinary action.
- 1.13 Any violent action, such as fighting or the use of a weapon or intimidation either to the public or a fellow displayer will result in immediate dismissal from the I.E.A. Each stallholder must confine him/herself to his/her own exhibiting space and may in no way be prescriptive to anybody or any other stallholder or interfere with such stallholders. Each stallholder has the right to trade in peace without interference from any other stallholder/s. No stallholder has the right to disturb harmony between other stallholders or through his/her actions make life difficult for any other stallholder/s. Any problems must be reported directly to the I.E.A. officer and not be directly taken up with another stallholder/s. Deviation from the above will be viewed in a serious light. The I.E.A. management has the prerogative to decide on necessary action for example if a warning would be sufficient, or a decision to be put in place or if applicable transgression justified disciplinary action.
- 1.14 All structures, trailers and food wagons must be removed in their entirety each and every night except at Joubert Park / ATKV. Each stallholder has to provide his/her own temporary structure (gazebo, food wagon etc.) Each stallholder must either trade from under or out of an approved structure. Such structure used must be neat in appearance. Nobody will be allowed to trade in the open on any stall space allocated. No permanent structures are allowed except as approved on A.T.K.V (Joubert Park). The onus is on each and every stallholder to provide his/her own temporary structure and to keep it in a presentable condition so that it can contribute and enhance the general appearance of the market. An exhibitor must vacate his/her exhibiting space totally within one hour after he/she started packing up. Nobody may wait on his/her exhibiting space with his stall packed up to be fetched by somebody after one hour of starting to pack up.
- 1.15 Any irregularities or transgression of the rules must be reported in writing to the I.E.A Official on duty within 24 hours. Only complaints in writing will be investigated.
- 1.16 Every displayer is responsible for the hygiene and the tidiness of his/her stall. Stall space must be left in a clean and neat condition at the end of every trading day. It is prohibited to leave anchor material (Stone, sandbags etc.) on your stall space or on anybody else's stall space for that matter. Everything must be removed daily. Exhibiting space after vacation must be left in clean condition.
- 1.17 Each Displayer undertakes to keep to the boundaries of his/her allocated space. Transgressions will be viewed in a serious manner. Nobody is allowed to store anything against the Allikreukel wall or hang anything over it. This wall does not form part of any exhibiting space.
- 1.18 No displayer may under any circumstances use the stall for camping or overnight purposes.
- 1.19 In the event of that a displayer, having been granted a stall, and already being notified of his acceptance, decides to cancel after the 8 MARCH2022 he must take notice of the fact that when stalls are allocated for the next season, he will go to the bottom of the waiting list.
- 1.20 A cancellation fee of 10% of the total fees payable (Stall fee and Administration fee) will be levied in the case of an application cancelled and permission granted for such fees to be paid back. This is only applicable after 8 MARCH2022. No refund after 8 MARCH2022. The refundable deposit will under such circumstances also be forfeited.
- 1.21 The weather in Mossel Bay can be unpredictable. No refunds due to bad weather will be considered.
- 1.22 The displayer undertakes to adhere to and honour all rules and regulations as laid down by the I.E.A as well as the Municipal and A.T.K.V authority. The I.E.A Constitution forms and integral part of the rules that are in place. The I.E.A reserves the right to change any rules, regulations or arrangements that are in place after members have been duly notified in writing of such an intention. Such changes made will afterwards be considered binding on all members and displayers.
- 1.23 **INDEMNITY:** Exhibiting would at all times be at the risk of the successful displayer. The I.E.A, Mossel Bay Municipality and A.T.K.V does not in any way accept responsibility for injuries, loss or damage. The Displayer hereby unconditionally indemnifies the I.E.A, Mossel Bay Municipality and A.T.K.V from any claims whatsoever.
- 1.24 **Indemnity – Electricity**
Every approved stallholder to whom the use of temporary provisional use of electricity has been allocated must complete a separate indemnity for, and before every holiday period in favour of the I.E.A and the Mossel Bay Municipality and duly sign such document before electricity would be made available for use. Failure to sign this document would result in electricity not being made available to a stallholder.
- 1.25 **Electricity:** No Stallholder ever obtains an inherent right to use electricity. Electricity use is a temporary conditional right for a specific period as allocated. The prescribed capital contribution as determined by the I.E.A is payable by every user of electricity before electricity allocated may be used. The capital contribution is once off payable, not refundable and not transferable. Tariffs for the use of electricity can vary from holiday period to holiday period. Tariffs are determined by the I.E.A management and is payable in advance. In case of electrical problems where the cause of the problem can be attributed to the stallholder and his equipment such stallholder would be liable for the electrician and the repair costs - otherwise such repairs would be for the I.E.A. account.
Capital Contribution: Once a capital contribution has been made it will be valid until the I.E.A. has disbanded. Until then such contribution will be valid for any holiday period in future for which exhibiting space may be allocated with the understanding that exhibiting space with or without electricity supply cannot be demanded based solely on the fact that a capital contribution has been made. A capital contribution made insures no future allocation of exhibiting space at any time. Short or long interruptions between exhibiting periods will also not affect the validity of a capital contribution once made. The furnish of a capital contribution confirms no other rights than such temporary rights which may from time to time be approved by the I.E.A. management committee.
Exhibiting Space with electricity supply available is for those who need electricity supply and to whom electricity can be supplied to. In case of such a person or persons to whom exhibiting space with electricity supply has been allocated elect to make use of gas or an inverter with batteries instead of direct electricity supply, such exhibiting space can be taken away from them and be re-allocated to somebody who needs direct electricity supply. In case of somebody notifying the I.E.A in advance of the intention not to make use of direct electricity supply available alternative exhibiting space can be allocated to such a person if available. Any allocation of any electricity supply at any exhibiting area is vested in the absolute discretion of the I.E.A management. No dispute in this regard will be entertained.
Note:Electricity usage will be calculated from the 1st day of trading till the last day of trading irrespective if you maybe didn't trade for certain days in between – No exceptions.
- 1.26 **Your Deposit Slip:** Bring the original document with you as it must be shown to the I.E.A official before stall space can be occupied.
- 1.27 **Right of Admission Reserved:** I.E.A. exhibiting space allocated is situated on public ground. Right of admission concerning anybody may under no circumstances be reserved. Any problem in this regard must be reported to the I.E.A. Officer immediately. The same remain in place with permission from A.T.K.V on A.T.K.V ground.
- 1.28 **Rundown of Products Offered For Sale By other Exhibitors:** It could be seen as harmful business practise to intentionally damage the image of other operators towards the general public or anybody available who cares to listen. If you are aware of a possible problem which you feel should be addressed and you are in possession of the necessary evidence then only the I.E.A. officer should be contacted in this regard. Malicious gossip disturbs harmony.
- 1.29 **REFUNDABLE DEPOSIT:** The aim of the deposit system is to ensure that the agreed upon and stipulated period of trading according to the I.E.A committee's decision, which can change seasonally, is adhered to.

Signature: _____

Circumstances whereby deposits will be forfeited:

- Leaving before contractually stipulated date
- Violation of rules and regulations
- Any monies owing to the I.E.A. or the Mosselbay Municipality
- Damage to stands or any other I.E.A, Municipal or A.T.K.V property Any other breach of the Contract that may occur after 8 MARCH2022.
- Arriving later than the required starting date.

Important!

Refundable deposits will henceforth only be paid back to stallholders by EFT after a subsequent holiday season and with successful inspection in place. – No refundable deposit applicable to MARCH/APRIL2022.

1.30 **PAYMENT OF FEES – Total amount outstanding by you:**

ALL FEES: All monies have to be paid directly into the under mentioned I.E.A bank account at ABSA.

YOUR STALL NUMBER AS WELL AS YOUR SURNAME AND INITIALS MUST CLEARLY BE WRITTEN IN THE REFERENCE SPACE ON THE DEPOSIT SLIP

- 1.31 **Slander:** The I.E.A will act ruthlessly against anybody who publicly insults the I.E.A as a body, any member of the I.E.A Committee, any member of Mossel Bay Municipality or worker of Mossel Bay Municipality in any way at any place by instituting disciplinary action or where warranted take legal action in accordance with the laws of South Africa in place.

I.E.A Banking Details:

Bank:ABSA Branch:Mosselbay Branch Number:632005(National) Account Number:408 005 7702

PLEASE NOTE:

In case of your application being successful with the result that exhibiting space has been allocated to you the following:

Last day for payment of all money due to the IEA----8 MARCH2022.

If you applied for exhibiting space you are urged to ensure that you will be able to pay all money due to the IEA by or not later than 8 MARCH2022 as extension for payment cannot be given to anybody-this is the last date for payment. Please plan you own affairs. In case of no payment exhibiting space allocated will be cancelled with immediate effect-no exceptions.

We are all in the same storm-help us to also survive it by not expecting the impossible.

- 1.32 I understand and accept that if I do not make an appearance two (2) days after the first date entered in Par. 3.9 on the application form that my approved stall space including any monies paid could be forfeited without the right to appeal if another stall is not available at time of my arrival.
- 1.33 **VERY IMPORTANT: PLEASE NOTE CAREFULLY: Registration at Arrival**
Before you commence trading please ensure that you have collected your receipt (proof of payment) from the I.E.A Mobile Office in Hartenbos. If you commence trading without this receipt the Traffic Department has the right to remove you from your stand, and you may lose your deposit. **Bring your original deposit slip with you.**
- 1.34 All Footstalls: (Including Biltong, sweets, cake, coffee etc.) – Anybody working with or serving unsealed products to be consumed by mouth must wear appropriate headgear at all times to prevent hair etc. falling into consumables. Suitable headgear to properly cover the head is required.
- 1.35 Payment for exhibiting space/cancellation: Please note that when exhibiting space has been allocated to you and has been paid for (Either by you or by somebody else) that no refund till after such a holiday period (No Show) for whatever reason will be considered or effected. A refund will only be considered after a written request accompanied by relevant documentation and reasons why such refund should be made has been received. Such final decision will be made at the first I.E.A management meeting following a relevant holiday period. If such a request precedes a holiday period it would be tabled before the holiday period if possible. Neither the Chairman nor anybody else on the I.E.A management committee will be authorised or have the authority at any time to make such final decision.
- 1.36 **Fireworks:**
No exhibitor is allowed to keep in any way, display, sell or give away any fireworks whatsoever. No fireworks may be present on any exhibiting space – Applicable to all exhibitors, all areas. Transgression will not be tolerated.

NOTE: PAYMENT

Only payment in ZAR (South African Rand) payable through a South African Bank will be accepted. No payment from overseas in a different currency i.e. (US\$, Pound, Euro etc.) will be accepted.

Signature: _____

INDEMNITY FOR MOSSELBAY MUNICIPALITY

THE FOLLOWING IS ADDITIONAL TO THE AGREEMENT

1. The Municipality retains the right of free access, without prior notification if necessary, to the area for as many of its officials or workers as may be deemed necessary, for the purposes of inspection or repairs to either the area or to any of the services that are situated in/on/under the area. The Municipality is not responsible for any loss or damage that may occur as a result of the execution of any work having to be done either to the moving of any structures or interruption of any trade.

2. **The Municipality will also not be responsible for any of the following:**
 - 2.1 Any loss or damage to personal belongings or stock belonging to the lessee.
 - 2.2 Any injury or loss of life to any person as a result of any activity that may take place on the area hired by the lessee.
 - 2.3 Any damage of loss that may result from any interruption of any municipal service under/nearby/on the hired area or any damage/loss that may occur due to leaks, storms, hail or any other acts of nature.

3. **The Lessee Undertakes:**
 - 3.1 To ensure that any structure, article or equipment that is situated on the stand and that forms part of the stall is placed with the necessary expertise and care so that it constitutes no risk of danger that may result in any injury, damage or death to any person or persons.
 - 3.2 The lessee undertakes, on the signing of this contract, to release the Municipality, and to honour this release, against any and all steps, claims, compensation and costs that are levied or brought against the Municipality, or against any compensation that the Municipality or any person in its employ or person acting on its behalf, may pay or agree to as a result of any negligence of its part as the Lessor.

I, the undersigned stallholder hereby declare that I studied the Application (Part A) and the Agreement (Part B) as well as the I.E.A Rules and Regulations, and agree to abide by it.

STALLHOLDER: FULL NAME:
(Displayer)
SURNAME:
I.D. NUMBER:.....

Signed aton thisday of2022.

Witnesses: 1..... 2.....

I.E.A

Signed at Mosselbay on thisday of.....2022.

Witnesses: 1..... 2.....

On Behalf of the I.E.A:.....

Signature: _____