

## CASUAL LICENSE AGREEMENT



Sanjean Pty Ltd own's and manages Wyndham Village Shopping Centre. The centre is anchored by Coles and Aldi and has approximately 60 other specialty stores.

**There are many conditions governing all Casual License agreements at the Centre (refer to rules for Casual Licenses attached ).** This is in accordance with company policy as well as helping to achieve a high standard. Some of the more pertinent conditions are as follows:

A copy of your \$20 million Public Liability insurance is provided prior to entering the Centre. Full payment is to be received prior to booking commencement (remit must be provided). Electrical cords must be tagged & tested by a professional electrician. Displays need to be of a professional standard (e.g. No hand-written signs) and in consideration of access and site lines.

You are **required to man your display during the core trading hours** of the Centre, which are Monday to Sunday 9am to 5pm.

Should you wish to confirm a booking please complete the enclosed booking request form and return it to our office. All requests are assessed with respect to our existing retailers and should a conflict of interest arise your request will be denied. If successful, your booking dates, and requirements will be confirmed with you and a casual mall license agreement and tax invoice issued. We do have some display equipment such as tables, and chairs available for hire at minimal rates.

If you would like more information please do not hesitate to contact us, and we look forward to helping you grow your business/organisation further.

Yours sincerely,

**Wyndham Village SHOPPING CENTRE**

**Phone:** 0402 329 744, (03) 9974 3114

**Email:** admin@wyndhamvillage.com.au

# CASUAL LICENSE REQUEST FORM

DATE: \_\_\\_\_\\_\_

**BUSINESS NAME:** \_\_\_\_\_

**ABN:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**PHONE :** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**MOBILE :** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**PAYMENT METHOD:** **EFT ONLY**  
**Refer to Clause 19 of the Terms & Conditions**

**PROPOSED USE OF SPACE:** (E.g.: raffle ticket selling with prize of ... for xyz charity, display of promotional material for ..., Photography etc.) \_\_\_\_\_

**PREFERRED LEASING DATES:** \_\_\_\_\_

**PREFERRED SITES LOCATION:** \_\_\_\_\_

**ELECTRICITY REQUIRED?** Yes / No (Refer to Clause 8 of the Terms and Conditions attached)

**Have you undertaken casual leasing in another Shopping Centre?** **Yes/No**  
**If yes, please advise which Centre:** \_\_\_\_\_

**DISPLAY MATERIAL:**  
 **OWN EQUIPMENT**  
 **EQUIPMENT HIRE REQUIRED (SEE BELOW)**

**DISPLAY MATERIAL HIRE:** (Indicate NUMBER required, Please see rate card for costs)

TABLES  CHAIRS

Please note, if you are **bringing your own equipment**; if any damage occurs to centre property (including the floor) as a result of your fixtures/fittings, we will forward repair invoices to you for payment.

All equipment must be compliant with our centre standards.

**OTHER** (Please Specify)

**Does Centre Management need to be aware of any special delivery details?** **Yes / No**

**Have you attached a copy of your public liability policy with this application?** **Yes / No**  
If not, please be aware there may be a delay in approving your request.

**Have you read and agree to abide by the attached Terms and Conditions?** **Yes / No**

*Refer to Rules for Casual Licenses as they form part of your agreement.  
Commercial organisations please request the schedule of rates.*

Office Use Only		
<b>Agreement sent:</b>	<b>Amount to be Invoiced: \$</b>	<b>Invoice Number:</b>

# HAZARDOUS MATERIALS

## CASUAL LICENSES

We require you to provide details of any hazardous materials that are stored in your premises during your casual license period. This includes things like cleaning solutions, store products etc.

Please complete the below form as accurately as possible and return to Centre Management ASAP ([admin@wyndhamvillage.com.au](mailto:admin@wyndhamvillage.com.au)). We thank you in advance for your cooperation and assistance in keeping our Centre safe. Detection of any undeclared Hazardous materials will lead to termination of your license agreement with no refund.

**Company Name:** \_\_\_\_\_ **Ph No.** \_\_\_\_\_

**Site Location:** \_\_\_\_\_

**Casual License Period: From** \_\_\_\_\_ **To:** \_\_\_\_\_

SUBSTANCE	QUANTITY
<i>Example - Methylated Spirits</i>	5 litres

*If you require more space, please make additional copies.*

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

# TERMS AND CONDITIONS

## CASUAL LICENSE AGREEMENT

Terms and conditions are to be acknowledging that you (the "Licensee") agree and accept each term & condition. These terms and conditions form part of your Casual License Agreement and once accepted must be returned initialled along with a copy of your Booking Form Request. If you have any concerns over any of the below terms & conditions please contact Centre Management to discuss prior to submitting your Booking Request Form.

For the purpose of these terms and conditions the phrase "Casual Leasing Site" refers to the Leased Area as specified in the Booking Request Form.

	<b>Initial to accept</b>
<p><b>1. Presentation</b> The physical appearance including any display concept of the licensed area shall be professional in manner producing a quality image enhancing both the Licensee's product and the Licensor's concept for the physical appearance of the Centre and licensee's fixtures and equipment shall at all times be maintained in first-class condition and appearance. It is a requirement that all signage be of a professional nature (i.e. no hand written signage is permitted). The setting up and dismantling of the Licensee's equipment display etc. shall be affected by prior arrangement with the Centre Manager at times other than the regular and customary trading hours of the Centre.</p>	
<p><b>2. Display requirement</b> The Licensee shall not in any way obstruct the free movement of customers in walkways, entrances, shopfronts, vestibules, service corridors or fire exits or hinder the clear view of any tenant's shopfront at any time. <b>Display height should not exceed 1.5 metres.</b> If, in the opinion of the Centre Manager, such obstruction or hindrance is created, the Licensee shall immediately remove or adjust, at the Licensee's sole expense, all its fittings, equipment or other articles. If you have any concerns regarding site height please contact Centre Management prior to your booking. <b>Table cloths must touch the floor on all sides of tables.</b></p>	
<p><b>3. Fittings</b> The Licensee's fittings, equipment or other articles including equipment moved by the Licensee's contractors during the installation or dismantle of the display, shall in no way cause permanent damage or disfigurement to the Centre. <b>The cost of any damage caused will be forwarded to the Licensee.</b> The Licensee shall be responsible at the termination or earlier determination of this agreement for the removal of all such fittings, equipment or other articles and shall forthwith make good any damage caused or contributed by or through or under this Agreement.</p>	
<p><b>4. Rubbish</b> Large amounts of rubbish are not to be placed in the Centre bins. In this instance, Centre Management should be notified of the rubbish you wish to have disposed so arrangements can be made for access to the compactor area. The compactor can only be utilised by trained staff.</p>	
<p><b>5. Machinery</b> The Licensee shall not, without the prior consent in writing of the Centre Manager, install or use any engine or machine which shall cause noise or vibration in the Centre or use or operate any musical instrument, radios, sound reproduction equipment, spruiking or television in or about the Licensed Area of the Centre. Where consent is so given, the right is reserved to the Centre Manager to indicate or require the Licensee to alter the volume or arrangement permitted. Noise levels are to be kept to a reasonable level.</p>	

	<b>Initial to accept</b>
<p><b>6. Public Liability</b> The Licensee shall effect and keep current for the duration of the Agreement a Public Risk and Product Insurance Policy in respect of the Licensed Area in an amount not less than \$20,000,000 in respect of any single claim. The Licensee shall also insure its property, equipment and representatives whilst when the same are located within the Licensed Area and the Centre. Motor vehicles or other hydrocarbon driven devices in display must be fitted with a locking fuel cap. (Certificates of currency of all such insurances are to be produced to the Centre Manager no less than two weeks prior to occupation of the Licensed Area).</p>	
<p><b>7. Display Installation</b> <b>All displays must be installed no later than 8.00am (9.00 Sundays).</b> In the case of vehicles, the vehicle must be set up in Centre no later than 6.30am. Dismantle times are 5.30pm Monday through to Sunday. During the core trading hours of the Centre display must be manned.</p>	
<p><b>8. Workplace Health &amp; Safety</b> It is a condition of Workplace Health &amp; Safety that all electrical cords have been tagged and tested by a qualified electrician. Electrical cords are NOT to be taped to the floor tiles and there are to be no loose cords placed in a pedestrian area.</p>	
<p><b>9. Hazardous Materials</b> All hazardous materials must be reported to Centre Management prior to entering the Centre. A copy of all safety documents including MSDS must also be provided.</p>	
<p><b>10. Restriction</b> Silicones, polishes, cleaning agents etc. are strictly prohibited in the Centre. Helium is also prohibited from the Centre, unless use is agreed by Centre Management.</p>	
<p><b>11. Loss/Damage of Stock</b> Centre Management accepts no responsibility for any loss or damage to product or display. The casual licensee should ensure that equipment is not left at the display at the end of each trading day.</p>	
<p><b>12. Solicitation</b> <b>Solicitation (i.e. canvassing customers) is not permitted.</b> The distribution of pamphlets away from the casual license site and on vehicles in the car park is not permitted. Pamphlets may only be distributed and customers only be approached when customers approach the casual leasing display directly.</p>	
<p><b>13. Site Relocation</b> Centre Management reserves the right to relocate the casual license area without notice.</p>	
<p><b>14. Lease Fee</b> Centre Management is solely responsible for determining the price for Casual Licenses. Centre Management also reserves the right to alter the price of Casual Licenses at any time.</p>	
<p><b>15. Core Trading Hours</b> You are required to man your display during the core trading hours of the Centre, which are Monday to Sunday 9.00am to 5.00pm. Management reserves the right to dismantle your stand and cancel the remainder of your booking shall you fail to meet these hours.</p>	
<p><b>16. Manning of Display</b> At no time is a licensee permitted to leave the leased area unattended or close down early. Failure to man the licensed area during all core hours will result in immediate termination of the license agreement.</p>	

	Initial to accept
<p><b>17. Hired Items</b> Any items hired are to be in the same condition at the time when the equipment was hired. The bill of any damage caused will be forwarded to the Licensee. Blu-tack is prohibited on any equipment hired.</p>	
<p><b>18. Conflict of Interest</b> All efforts should be made by the licensee to provide examples of their product prior to the booking being confirmed to ensure that there is no conflict of interest in respect to the permanent retailers. If the items being sold through the casual license are deemed to be in conflict of interest to any permanent retailer, Centre Management reserves the right to ask that all items in question be removed from the casual license.</p>	
<p><b>19. Payment</b> Full payment is to be received prior to the commencement of the booking. Cancellations made less than seven (7) days prior to the commencement of the casual license term will result in a forfeiting of the full amount.</p>	
<p><b>20. Compliant</b> The Licensee is responsible to see that its activities on the Licensee's Area under this Agreement comply with all statues, ordinances or regulations and with all requirements or notices of or by any competent authority and the Licensee shall keep the Licensor so indemnified in respect of any or all such matters.</p>	
<p><b>21. Licensed Area</b> The Licensee will not, during the continuance of this Agreement, part with possession of the Licensed Area to any person, whether by assignment, sub-license or any other means and shall cause such area to be efficiently manned during the regular and customary trading hours of the Centre.</p>	
<p><b>22. Licence</b> The Licensee acknowledges that the Licensor has granted a license only and that the rights of the Licensee rest in the contract only and shall not confer any estate or interest in the Licensed Area and/or the Centre and/or create the relationship of landlord and tenant and/or Lessor and lessee between the parties and any such implication or interference is hereby expressly negative AND that this agreement compresses the whole of the Agreement between the parties and exclusive possession of the Licensed Area is not granted to the Licensee under this agreement.</p>	
<p><b>23. Licence Agent</b> The Licensee acknowledges that no representation or warranty as to the suitability of the Licensed Area for the purpose or use of the Licensee has been given by the Licensor to the Licensee's servants or agents.</p>	
<p><b>24. Termination of License</b> The License may be terminated immediately by written notice by the Licensor or his representative on the occasion of any of the terms and conditions herein being breached by the licensee or his employee, servant or agent or for any reason or action of the Licensee which, in the opinion of the Licensor or his representative, is not conducive to the conduct, trading management or well-being of the Centre. In addition, the Licence may be terminated at the Licensor's discretion for any reason, with 1 days notice.</p>	
<p><b>25. Legal</b> The Casual Licensee shall indemnify and keep indemnified the Principal/ Licensor from and against all claims, demands, writes, summonses, suits, proceedings, judgements, orders, decrees, costs, losses and expenses of any nature whatsoever, which the principal/licensor may suffer or incur in connection with the loss of life, personal injury and/or damage to property from or out of the negligence of the Casual Licensee or any of the Casual Licensee agents, employees, or subcontractors.</p>	

I \_\_\_\_\_ have read and understand the above terms and conditions and acknowledge I have the authority to enter into the above agreement on behalf of the Licensee or as Licensee.

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