

CASUAL LICENCE AGREEMENT



Wyndham Village Shopping Centre (**Centre**). The Centre is anchored by Coles and Aldi and has approximately 60 other specialty stores.

There are many conditions governing all casual licence agreements at the Centre (refer to the terms and conditions for casual licenses attached). This is in accordance with the company policy as well as helping to achieve a high standard. Some of the more pertinent conditions are as follows:

A copy of the Licensee's \$20 million Public Liability insurance must be provided prior to entering the Centre. Full payment of the Licence Fee is to be received by the Licensor prior to booking commencement of this Casual Licence Agreement (including providing a remittance advice).

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.

The Licensee is **required to man its display during the core trading hours** of the Centre, which are as follows:

Monday to Sunday and all public holidays (except Christmas Day, Good Friday and ANZAC Day)	9.00am to 5.00pm
Christmas Day and Good Friday	closed
ANZAC Day	1.00pm to 5.00pm,

(Core Trading Hours).

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. Should the Licensee's proposed permitted use conflict with any exclusive

use of any other existing tenant's or licensee's permitted use, your request will be denied. The request may be denied if the License's proposed permitted use conflicts with the permitted use of any other existing tenant's or licensee's permitted use. The Licensor also has an absolute discretion to deny any booking/request without any reason.

If successful, your booking dates, and requirements will be confirmed with you and a casual mall licence agreement and tax invoice issued. We do have some display equipment such as tables and chairs that may be available for hire at minimal rates. Please enquire separately regarding the same.

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: laela@sanjean.com.au

CASUAL LICENCE REQUEST FORM

DATE: _________

BUSINESS NAME: _____ (Licensee)

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.) _____

(Permitted Use)

PREFERRED LEASING DATES: _____

PREFERRED SITE LOCATION: _____ (Licensed Area)

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

Have you or the Licensee undertaken casual leasing/licensing 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 the Licensee is **bringing its own equipment and** if any damage occurs to the Centre property (including the floor) as a result of the Licensee's fixtures/fittings, the Licensee will be at its own costs responsible for any repair required and we will forward repair invoices to the Licensee for payment.

All equipment must be compliant with the Australian Standards.

OTHER (Please Specify)

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

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

Have you completed and attached a copy of the National Police Check for the Licensee (or all directors and shareholders if the Licensee is a company)? Yes / No

The form for the National Police Check can be found here: <https://www.equifax.com.au/fit2work/> (please choose "For You" and then "National police check"- "Start Now")

Have you read and agree to abide by the attached Terms and Conditions? Yes / No
Refer to the terms and conditions of Casual Licence Agreement as they form part of this agreement.
Commercial organisations please request the schedule of rates.

Office Use Only		
Agreement sent:	Amount to be Invoiced: \$	Invoice Number:

TERMS AND CONDITIONS

CASUAL LICENCE AGREEMENT

These terms and conditions form part of the Casual Licence Agreement and once accepted must be returned 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.

Centre Manager in this Casual Licence Agreement means the manager or managing agent of the Centre appointed by the Licensor from time to time and includes the employees, servants and agents of that manager.

Licensee includes the Licensee's employees, contractors, agents, invitees and persons the Licensee allows in the Licensed Area.

1. Presentation

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 fixtures display etc. shall be affected by prior arrangement with the Centre Manager at times other than the Core Trading Hours.

2. Display requirements, installation and dismantling

The Licensee must ensure that its display is installed no later than by **9.00am Monday to Sunday** and dismantled between 5.30pm and 6.00pm Monday to Sunday. If the Licensee's display contains a vehicle, it must be set up in the Licensed Area no later than 6.30am Monday to Sunday and any vehicles or other hydrocarbon driven devices in display must be fitted with a locking fuel cap. The Licensee must ensure that its display is manned during the Core Trading Hours.

The Licensee's display 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.

Display height should not exceed 1.5 metres. 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 Manager prior to your booking.

Table cloths must touch the floor on all sides of tables.

3. Fittings

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 any damage or disfigurement to the Centre. The Licensee shall be responsible at the termination or earlier determination of this Casual Licence 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 Casual Licence Agreement.

Should any damage occur to the Centre as a result of the Licensee's fittings, equipment or display, the Licensee will be responsible at its own costs for any repairs required and the Licensor will forward repair invoices to the Licensee for payment.

4. Rubbish

Rubbish related to the Licensee's Permitted Use of the Licensed Area are not to be placed in the Centre bins. In this instance, Centre Manager should be notified of the rubbish you wish to have disposed so arrangements can be made for access to the waste compactor area. The waste compactor can only be utilised by trained staff.

5. Machinery

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. 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 and/or withdraw the consent in general. Noise levels are to be kept to a reasonable level.

6. Public Liability

The Licensee shall effect and keep current for the duration of this Casual Licence 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; and
- insurance covering the Licensee's property, equipment and representatives.

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.

8. Workplace Health & Safety

It is a condition of Workplace Health & Safety Laws & Regulations 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.

9. Hazardous Materials

All hazardous materials must be reported in Hazardous Materials Form attached to this Casual Licence Agreement at the time of request. **Detection of any undeclared Hazardous materials will lead to termination of this Casual Licence Agreement with no refund.**

Silicones, polishes, cleaning agents etc. are strictly prohibited in the Centre. Helium is also prohibited from the Centre, unless use is agreed by Centre Manager.

10. Licensee's own risk

The Licensee enters and occupies the Licensed Area at its own risk. The Licensor accepts no responsibility for any loss or damage to the Licensee's property in the Licensed Area or the Centre.

11. Solicitation not permitted.

The distribution of pamphlets away from the Licensed Area including on vehicles in the car park is not permitted. Pamphlets may only be distributed and customers only be approached when customers approach the Licensed Area directly. If the Licensee fails to comply with this clause 11, the Licensor will have the right to terminate this Casual Licence Agreement and no refund will be given for the remainder of the term of this Casual Licence Agreement.

12. Site Relocation

The Licensor reserves the right to allocate a different area of the Centre for the Licensed Area at its absolute discretion without notice.

13. Lease Fee

The Licensor reserves its absolute discretion to determine and change the price for casual licensing at any time.

14. Core Trading Hours & Manning Display

The Licensee must man its display during the Core Trading Hours and never leave the Licensed Area unattended. The Licensor reserves the right to terminate this Casual Licence Agreement and dismantle the Licensee's display in the event the Licensee fails to comply with this clause and no refund will be given for the remainder of the term of this Casual Licence Agreement.

15. Hired Items

The Licensee must keep and maintain any items hired from the Licensor in the same condition at the time when those items were initially handed over to the Licensee. Should any damage occur to the Licensor property hired to the Licensee, the Licensee will be responsible at its own costs for any repairs required and the Licensor will forward repair invoices to the Licensee for payment. Blu-tack is prohibited on any property hired.

16. Conflict of Interest

The Licensee must use its best endeavors to provide examples of its products and services to be displayed at the Licensed Area prior to the request for this Casual Licence Agreement being confirmed to ensure that there is no

conflict with the permitted use of the licensees' and tenants' in the Centre. Should the Licensee's Permitted Use or the items or services sold in the or from the Licensed Area be in conflict with the permitted use of any other tenant or licensee in the Centre, the Licensor has the right to ask the Licensee to remove all items or services in question and the Licensee must do so as soon as possible after receiving such request. If the Licensee fails to comply with the Licensor's request to remove items or services in question, the Licensor will have the right to terminate this Casual Licence Agreement and no refund will be given for the remainder of the term of this Casual Licence Agreement.

17. Payment

Full payment of the licence fee must be received prior to the commencement of this Casual Licence Agreement. Cancellations made less than seven (7) days prior to the commencement of this Casual Licence Agreement may result in a forfeiting of the full amount of the licence fee.

18. Compliant

The Licensee must ensure that its Permitted Use in the Licensed Area under this Casual Licence Agreement comply with all laws, statutes, ordinances, regulations and with all requirements and notices of or by any competent authority and the Licensee shall keep the Licensor so indemnified in respect of any or all such matters.

19. Licence

The Licensee acknowledges that the Licensor has granted a licence only and that the rights of the Licensee are personal only and 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 Casual Licence 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 Casual Licence Agreement and parting with possession of the Licensed Area to any person, whether by assignment, sub-licence or any other means is not allowed.

20. Licence Agent

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.

21. Termination of Licence by Licensor

The Casual Licence Agreement may be terminated immediately without prior notice to the Licensee in the event of the Licensee's breach of any of the terms and conditions of this Casual Licence Agreement or for any reason or action of the Licensee which, in the opinion of the Licensor, is not conducive to the conduct, trading, management or well-being of the Centre. In addition, this Casual Licence Agreement may be terminated at the Licensor's absolute discretion for any reason, with 1 day's written notice.

22. Legal

The Licensee shall indemnify and keep indemnified the Licensor from and against all claims, demands, writes, summonses, suits, proceedings, judgements, orders, decrees, costs, losses and expenses of any nature whatsoever, which the Licensor may suffer or incur in connection with the loss of life, personal injury and/or damage to property from or out of the act, omission, default or negligence of the Licensee.

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: _____