

## **Casual Mall Leasing Agreement Terms and Conditions**

### Display

1. The physical appearance of the Licensee's display (be it a stand, unit or table) must be of a professional standard, which enhances both the Licensee's product and the Centre. Displays must not exceed 1.5m in height and must not hinder the general view of any tenant's shop front. Displays must not obstruct the free movement of customers within the Centre's walkways, entrances, shop fronts, service corridors, or fire exits.
2. All tables must be covered with a floor length tablecloth. Signage must not be handwritten and must be of a professional standard. Fixtures used by the Licensee must not cause any damage or disfigurement to the Centre.
3. The Licensee must not set up or dismantle its display during the Centre's core trading hours, unless it has the prior consent of Jones Lang LaSalle. The Licensee must trade to the Centre's core trading hours.
4. The Licensee is responsible at the conclusion of the License for the removal of its display including all fittings, equipment, and other articles.

### Conduct generally

5. The Licensee and its staff must not approach or harass any of the Centre's customers, and must not consume food or drink in view of customers.
6. The Licensee must only use the premises for the permitted use and for no other purpose.

### Responsibilities and Compliance

7. The Licensee must promptly repair any damage caused by the Licensee or its staff.
8. Neither the Owner nor JLL are responsible for the Licensee's display or equipment during or after the Centre's core trading hours.
9. The Licensee must ensure that all equipment used by the Licensee on the premises is compliant with all relevant statutes, ordinances, regulations and standards.
10. Jones Lang LaSalle reserves the right to cancel this Agreement for whatever reason with the provision of 90 minutes' notice to the Licensee.
11. The Licensee must pay for all services supplied to the licensed site where applicable, including water consumption, gas, electricity, and telephone charges.
12. The Licensee indemnifies the Owner and Jones Lang LaSalle, and their directors, officers, employees, agents and other representatives, from and against all claims, demands, losses, damages, costs and expenses for which they may become liable in relation to the License.
13. The Licensee warrants that in entering this Agreement, it has not relied on any representations or warranties except as expressly stated in this Agreement and indemnifies Jones Lang LaSalle and the Owner in relation to any breach of this warranty.

14. The Licensee must carry the insurance set out in the Agreement, and must maintain it throughout the License term. The Licensee has no ability to claim on any insurance policy taken out over the Centre by the Owner, and must not do so.
15. The Licensee must comply with all statutes, ordinances and regulations and must keep the Owner and Jones Lang LaSalle indemnified from any claim or liability which arises in relation to non-compliance.
16. The License is a license to occupy the premises on a non-exclusive temporary basis. The rights granted by this License are contractual rights only and are personal to the Licensee and do not create any tenancy or give the Licensee any leasehold interest in the premises. The Licensee indemnifies the Owner and Jones Lang LaSalle in relation to any contrary assertion or claim by the Licensee.

### **Centre's Core Trading Hours**

Every casual mall leasing stand must be manned with no more than two people for the duration of the Centres core trading hours:

- Monday – Wednesday & Friday: 8:30am – 5:30pm
- Thursday: 8:30am – 9:00pm
- Saturday: 8:30am – 5:00pm
- Sunday: 11:00am – 5:00pm

Please note that these trading hours are subject to change throughout peak periods such as Christmas, if there are changed core trading hours, you will be notified in the confirmation and will be required to man the stand throughout core trading hours for that period.

### **Parking**

The Centre's car park is a registered parking station and all permanent and casual tenants are required to park in the designated tenant parking areas. As the centres car park has a 4 hour parking limit, parking within any other car parking area of the centre could lead to a parking enforcement notice.

All staff cars must be registered prior to your booking and emailed to [infodesk@cockburngateway.com.au](mailto:infodesk@cockburngateway.com.au). Staff parking is on the top deck car park in all instances.

There is a loading dock on the East side of the centre between Woolworths and Big W for large deliveries. This is not a parking area, but a delivery/drop off zone. A map of the centre is enclosed.

### **Set Up & Dismantle**

Your booking will be in a particular location (usually Site 12). However, circumstances may arise in which Cockburn Gateway Shopping City (CGSC) may need to move you due to prior

circumstances not relating to your booking. In these cases you will be notified in accordance with your booking contract.

The following set up times and doors are available for your convenience.

Monday – Saturday: Subway doors open at 7:30am  
Sunday: Subway doors open at 10:30am

The following dismantle times are available for your convenience.

Monday – Wednesday: 5:30pm – 6:30pm  
Thursday: 9:00pm – 10:00pm  
Friday: 5:30pm – 6:30pm  
Saturday & Sunday: 5:00pm – 6:00pm

## **Equipment & Power**

You may be asked to bring mats or drip trays if your display includes a vehicle, paint equipment, etc. Not all CML locations at CGSC have access to power points.

## **Permitted**

No smoking, eating or drinking, PA Systems or flashing lights are permitted in the CML area. CGSC is a Smoke Free Zone. Stickers, tape or adhesive material cannot be used on the floor or on the centre's equipment. Cleaning products (i.e. window cleaners, spray and wipe etc.) on vehicles or other display equipment is not permitted.

Media is not permitted around your display without express consent from the Centre Management Team. Please see Kerrie Allen or Casey Ray if you have invited media to CGSC.

## **Behaviour**

Your display must be manned at all times during the Centre opening hours.

Toilet and refreshment breaks are allowed. If your display cannot be manned for all trading hours, any future booking requests may be jeopardized.

CGSC asks that you refrain from waving signs at customers from your nominated area, stay within the area at all times, wait for customers to acknowledge you with eye contact before talking to them and greet customers if they make eye contact only. If customers do not acknowledge you, please do not persist in calling out to them.

If you are found not following these guidelines, your organization may be asked to leave the centre.



## **Confirmation of Booking**

Please note: your booking will not be confirmed until your details of your Public Liability Insurance have been received by Cockburn Gateway Shopping City. Your Public Liability Insurance cover must be \$20 Million.

**Thank you in advance for your cooperation in these matters.**



cockburngateway.com.au