

TERMS OF MALL DISPLAY

1. THE APPROVED DISPLAY

- (a) The Hirer may erect a temporary Approved Display. Such display shall be of a professional, high class nature and shall in no way detract from the standard of operations in the Centre. In particular:
- The Hirer shall ensure that all trestles are fully covered at all times; and
 - The Hirer must display professional signage and under no circumstances is handwritten signage to be erected. A-Frames are unacceptable and are not permitted inside the Centre.
- (b) The Hirer's Approved Display must not in any way obstruct:
- The free movement of customers in the common areas of the Centre;
 - Any fire exit or stairway; and
 - Access to, or the line of sight to the premises of any other tenant in the Centre. To this end, no part of any hirer's display must be over 1.5 meters in height.
- (c) The Approved Display is to be of a temporary nature only and the Hirer must not affix items to any part of the Centre if it would cause damage to the Centre in anyway. However, the Hirer must ensure that all Approved Displays are safe, stable and have been erected in a workmanlike manner.
- (d) The Hirer must not allow any part of its Approved Display to stain mark or damage the floors of the Centre.
- (e) The Centre Management reserves the right to require the Hirer to remove or alter any part of any display erected.
- (f) Prior to Take Down Date, the Hirer must:
- remove the Approved Display, and all fittings equipment or other articles from the Casual Letting;
 - reinstate the Casual Letting to its condition prior to the Set Up Date;
 - make good any damage caused by it to the Casual Letting, and
 - remove all rubbish and leave the Casual Letting in a clean state and condition.

2. HIRERS CONDUCT

- (a) The Hirer must ensure that the Approved Display is manned at all times that the Centre is open for trade.
- (b) The Hirer must conduct itself in a professional manner and must not cause nuisance or disturbance to the Owner or to other tenants in the Centre. Under no circumstances is the Hirer to harass or hassle any customer. Spruiking is to be in accordance with Centre Management rules.
- (c) The Hirer may only park motor vehicles in the Centre's car park in accordance with the Centre's car parking regulations.

3. FOOD DISPLAYS

No food displays are permitted.

4. INSURANCE

- (a) The Hirer is responsible for effecting its own insurance over its property and employees. The Centre's insurance policies cover only articles owned by the Owner.
- (b) The Hirer must effect public liability insurance of a minimum of \$20 million per claim with an insurer acceptable to the Owner. The Hirer must provide the Centre Manager with a copy of its public liability policy of insurance together with a Certificate of Currency for that policy, noting the correct interested parties (as per item 16 of the Agreement), prior to Casual Licence.

5. INDEMNITY

- The Hirer will indemnify the Owner and the Centre Manager by noting the interests of Fabcot Pty Ltd and the owner on the policy from and against all claims, demands, losses, damages, costs and expenses for which they may become liable in respect of or arising from:
- loss, damage or injury to any person or property within the Centre caused or contributed to by the Hirer's failure to comply with the terms of this agreement;
 - loss, damages or injury to any person or property caused or contributed to by the negligence of the Hirer or its agents or employees; and
 - loss, damage or injury to any person or property caused or contributed to by or arising out of the use of The Licenced area.

6. RISK

The Hirer accepts that it occupies the The Licenced area at it's own risk and the Owner and the Centre Management shall not in any circumstances be liable to the Hirer for any damages suffered by it or its property.

In particular, whilst the Owner has made provision of after hours security in the Centre, neither the Owner nor the Centre Management accept responsibility for the security of any display, item or stock left unattended.

Neither the Owner nor the Centre Management will store stock, or other items on behalf of the Hirer and the Hirer must make its own arrangements in this regard.

7. ASSIGNMENT

The Hirer may not assign, sub-let or otherwise deal with its Casual Letting.

8. TERMINATION

Should the Hirer breach any of these terms of The Casual Licence Agreement, the Owner may terminate the Casual Licence Agreement without notice.

9. DEFAULT

- (a) If the Hirer does not comply with this agreement the owner/manager is entitled to terminate the agreement because of the Hirers' default under the agreement then the owner/manager may terminate the agreement by notice served on the Hirer
- (b) If the Hirer defaults under this agreement and that default continues for one day after the owner/manager asks the Hirer to comply with the agreement conditions then the owner/manager may treat the Hirer's property as abandoned and deal with it as the owner/manager see fit.

10. CANCELLATION

The Hirer may cancel The Casual Licence by notice in writing to the Centre Management at least 7 (seven) business days prior to the Set Up Date. Any notice given after such time will not release the Hirer from its obligations under the Casual Licence Agreement.

11. OWNER'S RIGHT

The Owners have the right to move or cancel any Casual Leasing agreement at any time without notice.

12. ELECTRICAL

All electrical equipment and leads must be tested and tagged in accordance with Australian standards.