CASUAL MALL LICENCE
APPLICATION AND TERMS AND CONDITIONS

This is an important document. Please read carefully before you sign. You may want to seek independent legal and financial advice.

LICENCE DETAILS

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Licensor	Grafton Shoppingworld Pty Ltd ACN 083 769 957 c/- McConaghy Group, Level 36 Central Plaza One, 345 Queen Street, Brisbane QLD 4000 Email: Grafton.reception@mcconaghygroup.com
Centre	Grafton Shoppingworld
Centre Management	McConaghy Group or its appointed centre manager
Licensee	Legal name: _____ ABN/ACN: _____ Trading name: _____ Postal address: _____ Contact person: _____ Phone: _____ Email for notices: _____
Site	_____ as shown on the Centre map
Licence Period	From: _____ To: _____ From: _____ To: _____
Permitted Use	_____ [nature of display/merchandise]
Equipment	Tables: ___(No.) Cloths: ___(No.) Chairs: ___(No.) Power: Y / N *Equipment is subject to availability. Power is provided only where possible.*
Approved Display	_____ _____ [describe display, signage, fixtures and merchandise; attach image/plan if required]
Licence Fee	$_____ plus GST (total $_____ including GST)
Retail Legislation applies	No – reason: short term licence of a common area site

TERMS AND CONDITIONS

1. Licence

The Licensor grants the Licensee a licence to use the Site for the Permitted Use and Approved Display during the Licence Period. The licence is personal to the Licensee, does not confer any proprietary interest in or exclusive possession of the Site, and does not create

a lease or tenancy. The Licensee must ensure that its employees, agents and contractors comply with this licence. The Licensee accepts the Site on an “as is, where is” basis and has satisfied itself that it is suitable.

2. Licence Fee and payment

The Licensee must pay the Licence Fee to the Licensor by electronic funds transfer (details available from Centre Management) or by card payment. The full Licence Fee must be paid at least one week before the start of the Licence Period. The Licensor may refuse the Licensee access to the Site if payment has not been received. A booking is secure only once the signed agreement and full payment have been received by the Licensor.

Unless the Licence Details state that the Licence Fee is GST-inclusive, the Licence Fee is exclusive of GST. The Licensee must pay to the Licensor an amount equal to any GST payable on a taxable supply made under this licence, and the Licensor will issue a tax invoice. Interest accrues on any overdue amount at the rate of 12% per annum, calculated daily.

3. Power and utilities

Power and utilities are provided only where possible, and the cost is included in the Licence Fee. The Licensee’s electrical equipment must be approved by Centre Management and must be tested and tagged in accordance with applicable Australian Standards.

4. Bump in / bump out

Set-up must not commence earlier than 7.30 am and must be completed by 9.00 am Monday to Saturday and 10.00 am Sunday. Motor vehicle displays must be set up by 8.00 am and must not be removed earlier than:

(a) 5.30 pm Monday, Tuesday, Wednesday and Friday;

(b) 8.00 pm Thursday;

(c) 4.30 pm Saturday and Sunday.

Removal of displays (other than motor vehicles) must not commence earlier than the applicable times above. All equipment must be dismantled and removed within one hour of the permitted earliest removal time.

5. Display requirements

The Licensee must comply with the following display requirements:

(a) maximum display height of 1.5 metres; maximum display area as shown on the Centre map;

(b) mats must be taped down; cords and double adapters must be kept out of public reach;

(c) no hazardous materials, chemicals or dangerous structures;

(d) no megaphones, audio equipment or flashing lights;

(e) all electrical or mechanical equipment must be approved by Centre Management;

(f) no helium;

(g) displays and signage must be of professional quality; the Licensee must comply with all directions of Centre Management and Centre Management may require changes to, or remove, any non-compliant display;

(h) tables must be skirted to the floor; no packaging may be visible; no sharp objects;

(i) the Site must be kept clean and tidy at all times; and

(j) no signage may be affixed to the Centre structure without the prior written consent of Centre Management.

6. Conduct

The Licensee and its staff must:

(a) not approach shoppers or passers-by;

(b) not distribute literature indiscriminately or cause littering;

(c) wear smart casual or business attire at all times;

(d) not collect customer details by way of inducements such as a holiday or prize offer;

(e) comply with all Centre rules, by-laws and security requirements; and

(f) not obstruct any common areas, fire exits, escalators or access ways.

7. Compliance with laws

The Licensee must comply with all applicable laws, regulations and by-laws and must obtain and maintain all necessary approvals, licences and permits (including, without limitation, food handling permits). The Licensee must provide copies to the Licensor or Centre Management on request. The Licensee must not sell or display any counterfeit, illicit, illegal or intellectual-property-infringing goods.

8. Insurance

The Licensee must maintain public liability insurance for at least $10,000,000 for any one occurrence, workers' compensation insurance and any other insurance required by law, with reputable insurers, noting the Licensor's interest. The Licensee must provide a certificate of currency to Centre Management before the start of the Licence Period. The Licensee must not do or permit anything that may void or adversely affect the Licensor's insurance or cause an increase in the premium payable.

9. Risk, release and indemnity

The Licensee uses the Site and the Centre at its own risk. The Licensor is released from all claims, losses, damages, costs and expenses ("**Claims**") relating to loss of or damage to the Licensee's property, failure or interruption of services, water ingress, and the acts or omissions of third parties.

The Licensee indemnifies and will keep indemnified the Licensor and the Centre Manager (**McConaghy Group**) against all Claims arising from or in connection with:

(a) the acts or omissions of the Licensee or its employees, agents or contractors;

(b) the Licensee's use or occupation of the Site; or

(c) any breach of this licence by the Licensee,

except to the extent caused by the negligence or breach of the Licensor. This indemnity survives the termination or expiry of this licence.

10. Damage and make good

The Licensee must promptly repair any damage to the Site or the Centre caused by the Licensee or its employees, agents or contractors. At the end of each day and at the end of the Licence Period, the Licensee must remove all property and leave the Site clean and in its original condition. Any property not removed within 7 days after written notice from the Licensor is treated as abandoned and may be removed, stored or disposed of at the Licensee's cost.

11. Relocation and termination by Licensor

Relocation: The Licensor may relocate the Licensee's Site to a reasonably comparable site within the Centre on reasonable notice. The Licensee bears its own costs of relocation.

Termination: The Licensor may terminate this licence:

(a) immediately, if the Licensee breaches this licence and does not remedy the breach when directed by Centre Management;

(b) immediately, for an emergency or safety issue; or

(c) on 1 business days' notice, if the Site is required for leasing or if continued use would cause a breach of a third-party obligation (including an exclusivity covenant in a tenant's lease).

On termination the Licensee must immediately cease trading, vacate and comply with clause 10. Termination does not affect accrued rights, and no refund is payable where termination results from Licensee default.

Refund: If the Licensor terminates this licence other than for breach by the Licensee, the Licensor will refund a pro rata proportion of prepaid Licence Fees for the unexpired portion of the Licence Period. The Licensee has no other claim against the Licensor arising from the termination.

12. Management rights

Centre Management may access the Site, require changes to the display, relocate the Licensee to another reasonably suitable common area, alter access or pedestrian flows, carry out works, interrupt services, or close any part of the Centre for operational, safety or emergency reasons. The Licensee must comply promptly and has no compensation claim. If the Licensor terminates solely for its operational requirements and not because of Licensee default, it will refund the prepaid Licence Fee for the unused period, and that refund is the Licensee's sole entitlement.

13. Cancellation by Licensee

The Licensee may cancel a booking by written notice to Centre Management. The following cancellation terms apply:

(a) less than 14 days before the start of the Licence Period: the full Licence Fee is forfeited;

(b) 15 to 30 days before the start of the Licence Period: 50% of the Licence Fee will be refunded; and

(c) more than 30 days before the start of the Licence Period: the full Licence Fee will be refunded.

All refunds will be paid by electronic funds transfer.

14. General

(a) The Licensee must not assign, sub-license or share the Site or any part of it.

(b) Notices may be given by email to the addresses set out in the Licence Details.

(c) The Centre Manager acts as agent for the Licensor for the purposes of this licence.

(d) This licence is governed by the laws of the State or Territory in which the Centre is located.

(e) This licence constitutes the entire agreement between the parties in relation to the Site.

(f) To the extent permitted by law, the following implied covenants are excluded: *Conveyancing Act 1919* (NSW) sections 84, 84A, 85 and 86 and *Property Law Act 2023* (Qld) section 139.

(g) The Licensee must not lodge or permit to be lodged any caveat over the Centre or any part of it.

(h) This licence may be signed electronically and in counterparts.

(i) Where the Licensee is a trustee, it is bound personally as well as in its capacity as trustee.

15. Binding agreement

This licence is binding on both parties without the Licensor signing it, once the Licensee returns the signed form and pays the Licence Fee, or occupies the Site with the Licensor's permission. The Licensor may refuse any application in its absolute discretion.

ACCEPTANCE BY LICENSEE

I/We acknowledge that I/we have read and understood the terms and conditions set out above and agree to be bound by them.

Name	
Position	
Signature	
Date	

Signed for and on behalf of the Licensee by its director or authorised officer.

OFFICE USE ONLY

Confirmed dates	From: _____ To: _____ From: _____ To: _____
Signature	
Date	

Signed for and on behalf of the Licensor by its manager, McConaghy Group.