

CASUAL LEASING LICENCE

☐ LICENCE APPROVED

This is an important document. Please read the entire document carefully prior to signing. You may want to seek independent advice.



LICENCE TYPE:

☐ CASUAL LEASE ☐ FUNDRAISING ☐ STATIC DISPLAY ☐ STORAGE ☐ RETAILER

Organisation/Company: _____

ABN: _____

Contact Name: _____ Position: _____

Postal Address: _____

Email Address: _____

Contact Numbers: (P) _____ (M) _____ (F) _____

Proposed Dates: 1) From: _____ To: _____ 2) From: _____ To: _____

Nature of Display/Merchandise: _____

Equipment Required: ☐ Tables (No.) ☐ Chairs (No.) ☐ Power (Y / N)

Please Note: Equipment will only be provided if available on the dates requested. Power will only be provided where possible.

Does the Display contain: ☐ Car ☐ Trailer ☐ Boat

If yes, the following must be supplied; wheel mats, drip tray and wheel chocks. The delivery and removal of such items is to be performed outside the Grafton Shoppingworld Core Centre Trading Hours outlined in the terms and conditions over page.

Preferred / Allocated Site: _____ Casual Lease Fee (Inc. GST): \$ _____

Acceptance of Terms & Conditions:

I have read and understand the Terms and Conditions of the Casual Leasing Licence and agree to abide by the Terms and Conditions outlined. I have read and understood the Casual Lease Handbook. I also agree that Centre Management has the right to refuse any Casual Lease Booking within Grafton Shoppingworld at any time.

NAME: _____ TITLE / POSITION: _____

AUTHORISED SIGNATURE: _____ DATE: _____

For and on behalf of the Casual Lessee

OFFICE USE ONLY - Confirmation of Casual Lease Dates:	OFFICE USE ONLY
1) From: _____ To: _____	☐ C/L Licence Form
2) From: _____ To: _____	☐ Current P/L Policy Details
Signature: _____ Date: _____	☐ ABN Check
For and on behalf of Grafton Shoppingworld and McConaghy Shopping Centres Pty Ltd.	☐ C/L Booking S/Sheet
	☐ Email TIR
	☐ C/L Banking S/Sheet
	☐ App. 36
	☐ C/L Handbook Date: _____ Initial: _____

TERMS & CONDITIONS:

1. On approval, the Applicant will be entitled to a display site at the agreed Casual Lease Fee amount on page 1.
2. Stock-In-Trade shall not conflict with the interests of any permanent Retailers.
3. Displays shall be strictly apolitical and non-religious.
4. **BUMP IN:** The Display set up will commence no earlier than 7.00am and the setting up of the Display shall be completed no later than 9.00am Monday to Saturday and completed no later than 10.00am on Sunday.
5. **BUMP OUT:** The Display will be removed no earlier than 5.30pm Monday, Tuesday, Wednesday, and Friday and no earlier than 7.00pm on Thursday or 4.00pm on Saturday or Sunday. The display must take no longer than 1 hour to dismantle and remove from the Centre.
6. **DISPLAY RESTRICTIONS:** *Display Maximum Height:* 1.5 Metres, *Display Maximum Area:* 3 Square Metres
Any mats or carpets must be safely taped along the edges. Any power cords or double adapters are to be unreachable by the public. No hazardous materials or chemicals are to be brought into the Centre. No structures potentially dangerous to the public are to be used. No megaphones, audio equipment, or flashing lights are to be used under any circumstances. Any electrical or mechanical equipment is to be approved prior to use by Centre Management.
7. In consideration for the above Display, the Casual Lessee will pay Grafton Shoppingworld. Payment, which shall be made as follows:
 - a. Cheques should be made payable to Grafton Shoppingworld or by EFT (please contact Centre Management for details).
 - b. **Full Payment must be received prior to the commencement of your Booking.**
 - c. **Lessees will be denied access unless the total Casual Lease fee has been received.**
8. **PUBLIC LIABILITY:** A copy of the Applicants \$20,000,000.00 Public Liability Policy is required & should be provided prior to commencement of booking, any alterations to this total needs prior approval. The Policy must show: Situation (Either NSW or Australia Wide), expiry date, amount insured for & organization being covered.
9. The Casual Lessee will be responsible for the Display and the area surrounding the Display and will maintain direct control over all activities in the Display space and ensure secure at all times.
10. The Display and signage must be of a professional quality and the Casual Lessee shall comply with all directions of Centre Management in relation thereto. Centre Management reserves the right to request the Display meets with their standards and failure to do so will result in immediate cancellation of the booking and instant removal of the Display from the Centre. Centre Management can request a change in Display set up at any given time if the Display does not comply with all of the terms and conditions.
11. All tables and trestles must be skirted to the floor with acceptable materials to hide unattractive table legs. Items or boxes of packaging are not to be stowed in view of the public. Sharp objects and/or protrusions will not be permitted.
12. The Casual Lessee will keep the Display space clean and not affix any advertising or promotional signs or material to any surface of the Centre in any manner without prior consent from Centre Management.
13. Shoppers may not be approached by attendants of your Display. The approach must be made by the shopper themselves. Failure to adhere to these conditions, can result in immediate cancellation of the booking and instant removal of the Display from the Centre.
14. Literature may be available for collection. However no literature may be handed out indiscriminately nor will any such literature be distributed in such a manner as to encourage littering within the Centre or Centre Car Parks.
15. Casual Lessees must trade to the Core Centre Hours of Grafton Shoppingworld as outlined in the Casual Lease Handbook. Smart casual/business attire is the minimum dress standard required by all attendants.
16. Management may at their absolute discretion relocate the Display space to be used by the Casual Lessee at any time, to any place within the Centre or to terminate this agreement at any time without prior notice and the Casual Lessee disclaims any recourse in the event of such cancellation and agrees to cease operation of the Display immediately upon being so directed by Management.
17. The seeking of potential customers details including name and address for sales and services to be concluded outside the licensed premises by the offering of an inducement such as a holiday or other prize is not permitted.
18. **INDEMNITY:** The Casual Lessee shall and does hereby indemnify Grafton Shoppingworld & McConaghy Shopping Centres Pty Ltd and all the Retailers of the Centre from all losses, claims actions, damages and expenses which may be incurred in relation to loss of life, personal injury and/or damage to property arising out of any act, neglect or default by the Casual Lessee, its servants, agents, employees and contractors or out of the use of the display space or any part thereof by the Casual Lessee.
19. **CANCELLATION:** Casual Lease Bookings that are cancelled within 14 days of the date of the booking will result in forfeiture of the full Casual Lease fee. Cancellations made from 15 to 30 days of the date of the booking will receive a 50% refund of the Casual Lease fee. Cancellations made more than 30 days before the date of the booking will receive a full refund. Refunds will be in the form of a cheque by McConaghy Shopping Centres mailed to the address nominated by the Casual Lessee. No other form of refund will be considered.
20. **PRIVACY:** We respect your privacy, refer to our Privacy Policy on our website: graftonshoppingworld.com.au