

MOUNT SHERIDAN PLAZA

CASUAL MALL LEASING AGREEMENT



TERMS & CONDITIONS

By signing the Casual Mall Leasing Application Form, you as Licensee are agreeing to all the following:

General:

- This Casual Mall Leasing Agreement must be completed by the Applicant and returned to Centre Management with payment in full at least 2 days before the booking date.
- Photos of products may need to be sent to Centre Management by the Licensee along with this Agreement.
- Mount Sheridan Plaza Centre Management has the right to cancel this Agreement at any time if a Licensee breaches these Terms & Conditions.
- The Licensee's staff working at Mount Sheridan Plaza may be asked to check in before setting up and may be asked to sign the *Casual Mall Leasing Code of Conduct Form*. The Licensee can request a copy of this at any time. Some of this information is included below under *Sales Approach and Behaviour of Staff at the Site*.
- Mount Sheridan Plaza may waive the fees for any organisations that qualify for a Not-for-Profit status. NFP proof may be required, and bookings will be capped at 5 days per calendar year for this category.

Site Size:

- A single site is 3m x 2m in size. Larger sites will incur a double site fee. To see the current rates, see the *Casual Mall Leasing Rates* section below.

Insurance:

- The Licensee must provide a current copy of their Certificate of Currency for Public Liability Insurance which states Mount Sheridan Plaza or Green Group investments as an interested party. \$20 million minimum is required.

Payment:

- After a booking application is submitted and approved, Mount Sheridan Plaza will issue the Licensee with a tax invoice. Payment is required no later than 48 hours before the site booking date. A remittance notice quoting the tax number should be emailed to receptionist@mtsheridanplaza.com.au. Payment is to be made by bank deposit:

BANK DETAILS

BANK	NAB
A/C NAME	Green Group Property Investments Pty Ltd
BSB:	084 004
A/C NUMBER	83 193 7355

Site Presentation:

- Sites/displays must be kept clean and tidy and be well presented.
- All tables must have a floor-length tablecloth and any storage equipment/boxes must be stowed away out of view.

- The Licensee will display a company name or trading name (this includes charities).
- All displays must be prepared in a professional manner and to a standard which will enhance both the product being displayed and the Centre.
- We recommend stalls be staffed during the Centre's core trading hours (see below).
- Staff must be well presented and identifiable in a way that it is clear they are associated with the site.
- Eating is not permitted in the Casual License Area. Drinks like water and coffee/tea is acceptable, however must be kept out of site. Smoking is not permitted inside the Centre.
- All materials required for the setup of your display are the Licensee's responsibility e.g., Extension leads, cords, velcro tapes, masking tape, blue tac etc.
- All electrical equipment that is being used on site must be tagged and tested as per Australian Standards by a qualified Electrician.
- All power leads must be secured to the floor to prevent any trip hazards. If there is any damage to the flooring surfaces, the cost to repair must be reimbursed by the Licensee. We would recommend using a cable protector or an anti-slip mat to cover your leads.
- Should the License Area be adjacent to a handrail, all displays and goods must always remain 900mm from the handrail.
- All raffle tickets, signs, posters etc must be professionally created - no handwritten tickets/signs will be accepted.
- If Mt Sheridan Plaza's tablecloths are used, do not apply any blue tac or sticky substances to the fabric (e.g. to hold down posters). If damage to tablecloths occurs, the Licensee may be charged a cleaning fee.
- Please advise how many chairs you require in advance. You must NOT take chairs from the Food Court.
- No items are to be placed on the floor outside the specified site area.
- Mount Sheridan Plaza will not accept liability for loss or damage to the Licensee's goods or items while this agreement is underway.

Storage:

- Storage and security of goods for the duration of the Casual License period is the Licensee's responsibility and any goods left at your site overnight are done so at your own risk. We do not provide storage.

Nuisance and obstruction:

- The Licensee must not hinder the quiet enjoyment of customers and tenants in the Centre.
- Any equipment such as laptops and monitors emitting sounds (e.g. video presentations) are to be kept to a minimum.
- The Licensee shall not in any way obstruct the free movement of customers in walkways, entrances, shopfronts, service corridors or fire exists.
- Displays (excluding standard pull-up banners) are not to be higher than 1.5 metres and must not hinder the general clear view of any shopfronts.

Sales Approach and Behaviour of Staff at the Site

- Staff must make eye contact before talking to customers, if they do not look, they are not interested so do not persist in trying to sell to the customer.
- If people do not show interest or say "no thank you" or similar, DO NOT CONTINUE talking to them.
- Good communication and suitable language must always be used while in the Centre.
- Staff must stay within the confines of the allocated site and must not:
 - obstruct walkways

- step in front of customers
- shout, grab, or do large wave movements to draw attention
- pitch or spruik customers who are looking/shopping at a neighbouring retail outlet
- pitch or spruik to Centre retail staff, Centre Management, Cleaning or Security staff. Identifiers may be uniforms, ID badges and walkie-talkies.

Breaching these rules may result in staff being asked to leave the site.

Safety:

- Staff must observe and obey all fire or emergency instructions.
- Staff must promptly tell Centre Management about any accident or problem with any services or facilities that need repairing or that are a danger or risk to the site, the Centre, or any persons.
- Any spills must be cleaned up immediately. If Staff are unable to do so, they must notify the cleaning staff or Centre Management straight away for assistance. Staff should stand over the spill until it is cleared. If not, this will breach your License Agreement and must indemnify us against any claims which may be made against the Centre.
- Bomb threats or fires are a serious matter and need to be addressed straight away. If Staff working at the site have any reason to believe that either has occurred, it is their responsibility to notify Centre Management or a member of Security.
- The Licensee agrees to use the licensed area at its own risk. See more under *Indemnity and Release*.

Vehicles:

- Vehicles displayed on the mall (motor car, bike, jet ski etc must be set up in the Centre prior to 7:30 am.
- The vehicle must have a drip tray and mats are to be placed under each of the tyres.
- Tyre shine products are not to be used in the Centre.
- Vehicle batteries need to be disconnected when on site and a spare key is to be left at the Centre Management office.
- All vehicles are to have minimal fuel in the tank while on display – less than one-fourth is desirable.
- Any tyre mark damage incurred in the Centre by the Licensee will be the responsibility of the Licensee to repair – using the Centre's preferred contractors.

Indemnity and Release:

- The Licensee and staff attending the Licensed Area on the Licensee's behalf agree to occupy and use the area as discussed and enter the Centre at its own risk.
- The Licensee agrees that the site area is sufficient for the Licensee's purpose.
- The Licensee agrees that the Licensor is not liable for any action, claim, or demand due to any damage, loss, injury, or death arising out of or in connection with the Licensee's use of the site area or this Agreement.
- The Licensee indemnifies the Licensor against any liability, loss, damage, costs, expense, or claim arising from or incurred in connection with:
 - anything (including damage, loss, injury, and death) to the extent that it is caused or contributed to by the act, omission, negligence, or default of the Licensee or its employees, agents, contractors, or guests
 - anything occurring in the Licensed Area, originating in the Licensed Area, or coming from the Licensed Area however caused.
- The Licensor has the right to cancel this Causal Mall Leasing Agreement at any time if a Licensee or their Staff at the site breaches these Terms and Conditions.

CORE TRADING HOURS (SPECIALITY STORES)

Monday	9:00am – 5:30pm
Tuesday	9:00am – 5:30pm
Wednesday	9:00am – 5:30pm
Thursday	9:00am – 9:00pm
Friday	9:00am – 5:30pm
Saturday	9:00am – 5:00pm
Sunday	10:00am – 4:00pm

SECURITY

For any emergencies, Security staff can be contacted on 0458 969 921.

CENTRE MANAGEMENT

Should you require further information or have any queries about the Casual Mall Leasing Terms and Conditions, please contact the Centre Management Office:

Address:	Mount Sheridan Plaza Centre Management 106 Barnard Drive Mount Sheridan QLD 4868
Open:	Monday to Friday 9:00am – 5:00pm Saturday 9:00am – 1:00pm (Limited staff availability)
Location:	At the Coles end of the Centre, near the amenities
Phone:	07 4036 3150
Fax:	07 4036 3496
Email:	receptionist@mtsheridanplaza.com.au
Website:	www.mtsheridanplaza.com.au

CASUAL MALL LEASING APPLICATION FORM



Please make sure you send through a copy of your current Public Liability Insurance with this form and return to receptionist@mtsheridanplaza.com.au or Centre Management.

LICENSEE / APPLICANT DETAILS

Company/Business name: _____

Trading name (if different): _____

ABN: _____

Name: _____

Phone: _____

Email: _____

If you are an agency booking on behalf of a client, name them here:

Category:

RETAIL FUNDRAISING COMMISSION-BASED SALES INFORMATION ONLY

OTHER _____

BOOKING DETAILS

Dates requested: _____

***Not all dates may be available – we will advise.*

Site position requested: _____

***Not all sites may be available – we will advise.*

Power required: YES NO

Number of chairs required: _____

Do you need to hire any tables/tablecloths? _____

Describe the display:

ACKNOWLEDGEMENTS

Privacy Authorisation Statement:

Do you consent to the Centre providing any contact details for sales / general enquiries that we may receive concerning your products during and after your Casual Mall Leasing License expires? By consenting to this disclosure, your personal contact information may be handed out to any person who requests your details.

Yes, details below No

Contact Name: _____

Company / Business Name: _____

Email: _____

Phone: _____

Website: _____

AGREEMENT

I have read, understand, and agree to the Mount Sheridan Plaza Casual Mall Leasing Agreement and Terms and Conditions herein. I also understand that Centre Management reserves the right to refuse or cancel any display/promotion within the Centre at any time and under any circumstance if a breach of this Agreement occurs.

Print Name: _____

Company / Business: _____

Position held: _____

Signed: _____

Today's date: _____

OFFICE USE ONLY	
<input type="checkbox"/> Company reference checked	<input type="checkbox"/> Public Liability Insurance provided
<input type="checkbox"/> ABN provided and confirmed	<input type="checkbox"/> Products approved
Authorised By & Date: _____	

Mount Sheridan Plaza

CASUAL MALL LEASING RATES

All prices listed exclude GST

Daily Rate

Standard Site	\$200.00
Powered Site	\$225.00

Weekly Rate (Monday to Saturday or Monday to Sunday)

Standard Site	\$800.00
Powered Site	\$900.00

Early 3 Day Rate (Monday – Wednesday)

Standard Site	\$300.00
Powered Site	\$350.00

3 Day Rate (Thursday - Saturday)

Standard Site	\$400.00
Powered Site	\$450.00

4 Day Rate (Thursday – Sunday)

Standard Site	\$500.00
Powered Site	\$575.00

Equipment Hire

Table (Daily Booking)	\$ 5.00
Table (Multiple Day Booking)	\$10.00
Tablecloths (Daily Booking)	\$10.00
Tablecloths (Multiple Day Bookings)	\$25.00