

# CASUAL LICENCE 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 JLL. The Licensee must trade to the Centre's core trading hours.
4. The Licensee is responsible at the conclusion of the Licence for the removal of its display including all fittings, equipment, and other articles and the make good of any damage the removal causes.

## 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. JLL is not 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. The Licensee must pay for all services supplied to the licensed site where applicable, including water consumption, gas, electricity, and telephone charges.
11. The Licensee indemnifies JLL and its 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 Licence.
12. 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 JLL in relation to any breach of this warranty.
13. The Licensee must take out the insurance set out in the Agreement, and must maintain it throughout the Licence term.
14. The Licensee must comply with all statutes, ordinances and regulations and must keep JLL indemnified from any claim or liability which arises in relation to non-compliance.
15. The Licence is a licence to occupy the premises on a non-exclusive temporary basis. The rights granted by this Licence 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 JLL in relation to any contrary assertion or claim by the Licensee.

## Payments

16. Payment of the full licence fee for the licence period, together with a signed copy of this Agreement, must be provided to JLL at least 7 days before the Licence commencement date. For clarity, if this requirement is not met, then no licence is created by this Agreement unless JLL waives the requirement.
17. All payments must be made out to 'JLL'. The reference number of the licence agreement should be noted on the payment.
18. The Licensee may by written notice terminate the license at any time, however for clarity, no refund of the Licence fee is payable unless the termination notice was given more than 7 days prior to the licence's commencement in which case the Licensee will be refunded 50% of the licence fee paid.
19. Unless expressly stated otherwise, amounts referred to herein do not include any goods or services tax, value added tax, consumption tax or similar tax ('GST'). If any GST is incurred or payable by or collectable from JLL in respect of supplies or services under this Agreement, the Licensee must pay or reimburse JLL the relevant GST amount upon demand.

## Termination

20. JLL may in its absolute discretion terminate this Agreement by giving 90 minutes notice to the Licensee.
21. JLL may in its absolute discretion terminate this Agreement, and any other similar agreement with the Licensee, if in JLL's opinion the Licensee had breached any of these terms.
22. Upon termination of this Agreement the Licensee must immediately vacate the premises.