

## Casual Leasing Application Form

### Important Information

Please note, we will not accept any applications that are proposing to sell the same or similar products to what our current permanent tenants are selling. Please be sure to check that your product is different and is not already being offered at our market.

### Preston Market Overview

The Preston Market is located on Cramer Street and Murray Road Preston and has operated as a traditional Food and General Merchandise Market since August 1970. Whilst most shops are on leases, we do offer some trading spaces where a trader can set up a trestle and operate on a casual basis. The Market continually seeks to improve the product offering and we seek quality, value for money products and are interested in applicants who can offer new and interesting uses not currently available in the Market.

### Bookings and Costs

**We do not offer bookings for 1 day.** Bookings of minimum 5 days required. You must trade the opening hours from Wednesday – Sunday.

Wednesday	8am to 3pm
Thursday	8am to 6pm
Friday	8am to 6pm
Saturday	8am to 3pm
Sunday	8am to 3pm
	<b>\$600.00 + GST per week</b>
Electricity	Included in weekly charge
Trestle Tables Hire	Included in weekly charge – 2 tables maximum per stall if required

### The Process

Prospective traders are required to complete this application form **in full** and return it to the Preston Market Management Office complete with the following paperwork:

#### **If general merchandise vendor**

- Copy of Drivers Licence OR Passport
- Photographs of proposed products
- Copy of public liability insurance (**only if application approved**)

#### **If Food Vendor**

- Council Permit OR Street Trader
- Food Handling Certificates
- Photos of proposed products
- Photos of your stall set up
- Copy of Driver's Licence OR Passport
- Copy of public liability Insurance (**only if application approved**)

Upon receipt of your completed application form, the application will then be reviewed to ensure your products meet our selection criteria and Preston Market will then be in a position to either offer you a casual licence or alternatively your application will be denied. There is no guarantee that all applicants will be accepted.

Short listed applicants will then be asked to make a booking and we will allocate you an appropriate stall position. Prior to commencement a copy of your Public Liability Insurance (Certificate of Currency) will be required to be given to Preston Market Management Office.



Applicant Details

First Name		Surname:	
Address:			Postcode:
Telephone:		Mobile:	
Email:			
Company Name:			
ABN:		ACN:	

Proposed Concept

Brief outline of your concept:

Please provide an itemised listing of your product range (You must include photographs of merchandise to be sold):	
1.	5.
2.	6.
3.	7.
4.	8.

Do you require electricity? <input type="checkbox"/> YES <input type="checkbox"/> NO
Do you require trestle tables? <input type="checkbox"/> YES <input type="checkbox"/> NO      Quantity <input type="checkbox"/> x1 <input type="checkbox"/> x2

I, \_\_\_\_\_ (Name of Applicant)

- a. I have read this form and acknowledge the collection and use of my personal information will be treated with the strictest confidentiality and will be destroyed if my application is unsuccessful.
- b. I am a permanent Australian Resident or alternatively I have a Visa that allows me to work in Australia.
- c. To best of my knowledge, the information contained in the application and accompanying documentation is true and correct in every particular at the time of making this application.
- d. I have read the terms of casual license and agree to the terms and conditions.

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Terms of Casual License

### 1. LICENCE

- a. The Market Management grants the Hirer a non-exclusive licence to use the Site in the Market in accordance with this Licence for the Term commencing on the Commencement Date and terminating on the Expiry Date.
- b. The rights given to the Hirer by this Licence are in contract only and do not give the Hirer any estate or interest in the site

### 2. PAYMENT

- a. The License and services fee (if any apply) must be paid to Preston Market no later than 7 days prior to set up dates and can be made by cheque, cash or direct debit. Cheques made payable to "Allard Shelton (VIC) PL"
- b. The fees are subject to change. 2 (two) weeks' notice shall be given prior to change becoming effective.
- c. The Hirer is not permitted to use the Site until the License fee has been paid

### 3. GOODS AND SERVICES TAX

- a. Casual leases represent a 'taxable supply' and so are subject to GST
- b. GST will be calculated at 10% and are included in the fees laid out in the application
- c. Market Management can provide you with a tax invoice and receipt in accordance with GST legislation
- d. Subject to any legislative requirements, we reserve the right to determine the GST inclusive charges are included in our bills, either in aggregate or on an itemised basis

### 4. USE

- a. **The Hirer shall only use the site for the purposes outlined in the application and no further purpose whatsoever.**
- b. It is the responsibility of the Hirer to obtain all necessary consents and approvals required by, and to comply with, all laws governing the use of the Casual License. A copy of relevant documentation must be provided to Market Management

### 5. THE APPROVED DISPLAY

- a. The Hirer may erect a temporary approved display as outlined in the application. Such display shall be of a professional high standard and shall in no way detract from the standard and operations of the Market Property.
  - i. **The Hirer shall ensure that all trestles are fully covered at all times with clean tablecloths; the boxes and all tools and equipment stored neatly or out of sight; and**
  - ii. The Hirer must display signage and under no circumstances are A Frames to be used
- b. The Hirers approved display must not in any way obstruct
  - i. The free movement of customers in the common areas of the market
  - ii. Any fire exit or stairway; and
  - iii. Access to or the line of sight to the premises of any other tenant in the Property. To this end, **no part of any Hirer's display must be over 1.2 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 Property if it would cause damage to the property in any way. However, the Hirer must ensure that the approved displays are safe, stable and have been erected in a workmanlike manner
- d. The Hirer must not allow any part of his Approved Display to stain mark or damage the floors or walls of the Property
- e. Market Management reserves the right to require the Hirer to remove or alter any part of any display erected on the casual License site
- f. Upon pack down time the Hirer must:
  - i. Remove the approved display, and all fittings equipment or other articles from the casual license site
  - ii. Reinststate the casual License to its condition prior to its set up
  - iii. Make good any damage caused to the Casual License site
  - iv. Remove all rubbish and leave the casual License site in a clean condition

## 6. HIRERS CONDUCT

- a. **The Hirer must ensure that the Approved Display is always manned and that the property is open for trade the market trading hours. By this, the Hirer may be asked to leave should they start setting up after trade has commenced.**
- 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 Market. Under no circumstances is the Hirer to harass or hassle any customer.
- c. The Hirer may not do anything in or around the Market or its surroundings which in the Market Management's reasonable opinion may be annoying, dangerous or offensive including using or operating:
  - i. Any engine or machine which is likely to cause noise, vibration or smell in the Market;
  - ii. Any musical instrument, radios television, video or sound reproduction equipment in the site unless approval has been granted. The Market Management may withdraw or vary the conditions of any approval given under this sub-clause.
- d. Spruiking is to be in accordance with Market Management rules and regulations.
- e. The Hirer must not solicit business outside of the license site defined.
- f. The Hirer may only use the specified loading zones to unload and reload vehicles in accordance with the car park regulations. After that the Hirer may not park or use Preston Market to park vehicles.

## 7. FOOD DISPLAYS

- a. All Hirers and employees are to be hygienically attired
- b. All food waste are to be placed in sealed hygienic containers and disposed of appropriately**
- c. Mats are to be placed under and around cooking displays and after removal floors are to be left slip free
- d. The public is to be protected from hot appliances by shielding
- e. The Hirer must comply with local laws on the sale of foods.
- f. f. The Hirer shall provide to Market Management a copy of their Food Handling Certificates and Council Registration documents

## 8. INSURANCE

- a. The Hirer is responsible for affecting its own insurance over its property and employees. The Markets insurance policies cover only articles owned by the owner
- b. b. The Hirer must affect Public Liability Insurance of a minimum of \$10 million per claim with an insurer acceptable to the Owner. The Hirer must provide the Market Manager with a copy of its Certificate of Currency for that policy noting the correct interested parties prior to approval of the agreement

## 9. INDEMNITY

- a. **The Hirer will indemnify the Owner and the Market Manager by noting the interest of Savills and the Owner of 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:**
  - i. Loss, damage or injury to any person or property within the Property caused or contributed to by the Hirer's failure to comply with the terms of this lease
  - ii. 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
  - iii. Loss, damage or injury to any person or property caused or contributed to by or arising out of the use of the Casual License

## 10. RISK

- a. The Hirer accepts that it occupies the Casual License at its own risk and the Owner and the Market 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 afterhours security in the Market, neither the Owner nor the Market Management accept responsibility for the security of any display, item or stock left in the casual easing area unattended. Neither the owner nor the Market Management will store stock or other items on behalf of the Hirer and the Hirer must take its own arrangements in this regard

## 11. STAMP DUTY

- a. The Hirer shall pay all stamp duty assessed this casual License to the Owner or its solicitors on demand

12. ASSIGNMENT

- a. The Hirer may not assign, sub-let or otherwise deal with its Casual License
- b. The Hirer must not assign, transfer, mortgage, charge, encumber, licence or otherwise deal in any way with its interest under this licence.
- c. The Owner and Market Management may assign or otherwise deal with its interest under this licence without the consent of the Hirer.

13. TERMINATION

- a. **The Owner may terminate the Casual License agreement without notice**
- b. **Should the Hirer breach any of these terms of this Agreement the Casual License Agreement will be terminated without notice**

14. 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 the owner /manager may terminate the agreement by notice serviced 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 sees fit.

15. CANCELLATION

- a. The Hirer may cancel the Casual License by notice in writing to Market Management at least 7 (seven) days prior to set up date. Any notice given after such time will not release the Hirer from its obligations under the Casual License Agreement and it remains responsible for all fees payable under the agreement.
- b. **The Hirer acknowledges that during some marketing events several sites may become unavailable. Such times include Christmas and Easter. Market Management will advise with 7 (seven) days' notice.**

16. OWNERS RIGHT

- a. The Owner and Market Management have the right to move or cancel any Casual License agreement at any time without notice
- b. Market Management may close the Market if, in the reasonable opinion of the Market Management, it is necessary to protect the Market or is required by law or in an emergency.
- c. The Market Management may enter the Site at any time.
- d. If the Site cannot be used because of the redevelopment of that part of the Market in which the Site is located the Market Management may:
  - i. relocate the Hirer to another site in the Market to be agreed upon by the Market Management and the Hirer; or
  - ii. terminate this licence by notice to the Hirer and neither party may make any claim against the other in respect of the termination of this licence.

17. ELECTRICAL

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

18. GENERAL

- a. Sites are not exclusive and the Owner and Market Management reserve the right to move the Hirer to another position when required.
- b. This licence constitutes the entire agreement of the parties in relation to the matters in this licence and supersedes all prior agreements, understandings and negotiations between the parties in relation to those matters.
- c. In interpreting this licence, no rule of construction applies to the disadvantage of one party on the basis that the party put forward the licence.
- d. The Hirer acknowledges that Market Management has entered into this licence in its capacity as agent for the owner of the Market.
- e. The Hirer agrees that despite any other provision of this licence, if the property management agreement between the Owner and Market Management is terminated then this licence terminates.